



MONTH TO MONTH RENTAL AGREEMENT

This agreement, dated _____, is between Westwood Apartments LLC (Landlord) and _____ (Tenant(s)).

1. LANDLORD:

- a. The landlord is and will be referred to in this Rental Agreement as "LANDLORD."
Westwood Apartments LLC (Landlord)

2. TENANT:

- a. The tenants(s) is/are: _____ and will be referred to in this Rental Agreement as "Tenant."

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the property describes as an apartment located at 15911W Company Lake Road, Hayward, WI, 54843, which will be referred to this Rental Agreement as the "Leased Premises."

4. TERM OF RENTAL AGREEMENT:

The Rental Agreement will begin on _____ and continue on a month to month basis until such time that proper notice is given.

5. USE & OCCUPANCY OF PROPERTY:

- a. The only persons(s) living in the Leased Premises is/are: _____.
- b. Any change in occupancy will require written consent of the Landlord and may be subject to an adjustment in the amount of rent.
- c. The Tenant will use the Leases Premises only as a residence.

6. RENT DUE:

- a. The amount of the rent is \$_____.00 to be paid monthly.
- b. The rent is due in advance on or before the 1st day of each month. The rent due is the date the Landlord must receive the Tenant's payment.
- c. Rental payments are made payable to: Westwood Apartments LLC.
- d. Rental payments paid by certified check, personal check, money order and/or cash may be mailed to the Landlord at: Westwood Apartments LLC, 10524N Riverside Rd, Hayward, WI 54843.

7. LATE FEE:

- a. If the rent or any other charges are not received by the Landlord on or before 5 days after the rent due date, Tenant must pay late fee of \$20.00 for each day the rent is not paid.
- b. If the rent in item 6. a. is not paid by the 15th of the month then the Landlord shall automatically and immediately have eviction proceedings started.

Tenant(s) Initials: _____

8. RETURNED PAYMENTS:

A returned payment fee of \$30 will be added for all returned payments. A personal check will not be accepted as payment to replace a returned payment.

9. SECURITY DEPOSIT:

- a. The Tenant(s) have paid to the Landlord a security deposit of \$_____._____.
- b. The security deposit is intended to pay the cost of damages, cleaning, excessive wear and tear, and unreturned keys once the Rental Agreement has ended and/or for any unpaid charges due by reason of Tenant's default of this Rental Agreement.
- c. The security deposit will be returned to the Tenant only if the conditions in the Move In/Out Condition Security Deposit Statement are met and approved by the Landlord including and not limited to the following:
 - i. The Leased Premises is clean and free of debris and the condition of the Leased Premises is the same as when the Tenant moved into the unit.
 - ii. All appliances are clean.
 - iii. No holes or unusual treatment to the walls has occurred.
 - iv. No damage to the Leased Premises or appliances have occurred.

10. UTILITIES & SERVICES:

All utilities except electric, phone and cable TV will be paid by Landlord. The Tenant is required to register the electric utilities and services in the Tenant's name. The Tenant understands and agrees that essential services are to be maintained and operational at all times.

11. MAINTENANCE & REPAIRS:

Landlord shall be responsible for repairs in or about the Leased Premises unless caused by the negligence of the Tenant. Tenant will be responsible for any repairs caused by his/her negligence.

- a. It is the responsibility of the Tenant to promptly notify the Landlord of the need for any such repair needed.
- b. If any required repair is caused by the negligence of the Tenant and/or Tenant's guests, the Tenant will be fully responsible for the cost of the repair and/or replacement that may be needed. Repair services must be approved by Landlord.

12. CONDITION OF PROPERTY:

- a. The Tenant acknowledges that the Tenant has inspected the Leased Premises and at the commencement of this Rental Agreement the interior and exterior of the Leased Premises as well as all the equipment and any appliances are found to be in acceptable condition and in good working order.
- b. The Tenant agrees that neither the Landlord nor his agents have made promises regarding the condition of the Leased Premises.
- c. The Tenant agrees to return the Leased Premises to Landlord at end of the Rental Agreement in the same condition it was at the beginning of the Rental Agreement.

13. PETS:

Dogs are not allowed. Cats are allowed upon approval of Landlord and for an additional rent fee of \$25.00 per month. If complaints from other Tenants becomes problematic steps may be taken rectify situation.

14. RULES & REGULATIONS:

- a. No smoking within buildings. Smoking is allowed on grounds outside and away from buildings and not within a 25 foot radius.
- b. The Tenant may not interfere with the peaceful enjoyment of the neighbors and other Tenants.
- c. Garbage/Trash must be taken care of and brought to allocated dumpsters.

- d. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- e. The Tenant shall abide by all Federal, State and Local laws.
- f. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- g. All windows and door must remain closed during inclement weather.
- h. Waterbeds and liquid furniture are not permitted without the written permission of the Landlord.
- i. The Tenant is not allowed to install a satellite system or antenna on or around the Leased Premises unless written consent from the Landlord has been given.
- j. The Tenant may not store or park a recreational vehicle, commercial vehicle, or watercraft on Leased Premises without Landlords written permission.
- k. The Tenant may not block the fire escape at any time.

15. INSURANCE:

Tenant agrees to be solely responsible for any damage to or loss of the Tenant's personal property. Accordingly, the Tenant is highly encouraged to obtain personal property/renter's insurance with an insurance company properly licensed to do business in the State.

16. RIGHT OF ENTRY:

- a. Landlord and/or his agents, with 24 hours written notice have the right during the term of this Lease Agreement to enter during reasonable hours to inspect the premises, make repairs or improvements or show prospective buyers and/or Tenants the property.
- b. In the event of an emergency, Landlord reserves the right to enter Leased Premises without notice. It is required that Landlord have a working set of keys and/or security codes to gain access to the Leased Premises.
 - i. Tenants will not change, or install additional locks, bolts or security systems without the written permission of the Landlord.
 - ii. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense.

17. ENDING OR RENEWING THE RENTAL AGREEMENT:

- a. Either the Landlord or the Tenant may end or change the terms of this Rental Agreement by giving 30 days prior written notice.
- b. Tenants may not sublet residence.

18. GOVERNING LAW:

This agreement shall be governed, constructed and interpreted by, through and under the Laws of the State of Wisconsin.

19. ENTIRE AGREEMENT:

By signing this Rental Agreement, the Tenant certifies that he/she has read, understood and agrees to comply with all of the terms, conditions, Rules and Regulations of this Agreement.

Tenant's Signature(s): _____

Date: _____

Landlord and/or Agent Signature: _____

Date: _____

Licensed Agent of Westwood Apartments LLC