[NAME OF STATE AGENCY]

RESIDENTIAL LEASE

This Lease is made and entered into by and between [STATE AGENCY], hereafter called the Landlord, and the Tenant as named below:

1. TENANT(S): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of occupants: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Names and email addresses (if any). Indicate if occupant is a minor instead of email address:

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Tenant shall notify Landlord of any additional occupants following the execution the lease. Total number of occupants is limited to local residential occupancy and zoning code limits.

1. LANDLORD: [STATE AGENCY]

Agent for payment of rent and service of process: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Agent for maintenance and management: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. PREMISES: Building Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. RENT: Rent for the premises shall be $\_\_\_\_\_\_\_\_\_ per month, payable by check and received from the Tenant before the first of each month***. [Include the following, if applicable: The parties acknowledge that the monthly Rent specified herein includes a \_\_% rent reduction for Tenant’s performance of*** ***specific duties in connection with Tenant’s occupancy of the Premises as set forth in in Attachment A to this Lease. In the event that Tenant fails to perform such duties without Landlord’s written consent the \_\_% rent reduction for the month in which such failure to perform such duties will not apply. ]***
3. RENT ADJUSTMENTS: Rent as set forth in Paragraph 4 is subject to adjustments set forth in this Paragraph 5 as applicable. Tenant shall receive notice of any Rent adjustment at least 60 days prior to such adjustment.
4. No later than July 1 of the 2nd year following the federal decennial census Landlord is required by law to obtain an appraisal of the fair market value of the Premises and to determine and fix rent based on such appraisal (“Decennial Appraisal-based Rent”), with the new rate taking effect on the following August 15 (“Decennial Appraisal-based Rent Adjustment Date”). In the event that the Decennial Appraisal-based Rent Adjustment Date occurs during the term of the Lease the parties hereby agree that the Decennial Appraisal-based Rent, ***[Include the following, if applicable: as adjusted by the \_\_% rent reduction for Tenant’s performance of specific duties in connection with Tenant’s occupancy of the Premises as set forth in in Attachment A to this Lease,]*** shall replace the Rent set forth in paragraph 4 beginning on the Decennial Appraisal-based Rent Adjustment Date.
5. In the event that the Premises has been affected by a major renovation, as determined by the State of Wisconsin, Department of Administration (“DOA”), DOA may obtain an appraisal of the fair market value of the Premises for the purpose of determining and fixing a new rental rate based on such appraisal (“Renovation Appraisal-based Rent”). In the event that such an appraisal occurs during the term of the Lease the parties hereby agree that the Renovation Appraisal-based Rent, ***[Include the following, if applicable: as adjusted by the \_\_% rent reduction for Tenant’s performance of specific duties in connection with Tenant’s occupancy of the Premises as set forth in in Attachment A to this Lease,]*** shall replace the Rent set forth in paragraph 4 effective August 15 of the year in which such appraisal occurs, unless such appraisal occurs on or after July 1, in which case the rent adjustment shall take effect on August 15 of the following year.
6. The parties acknowledge that in the event that no appraisal-based rental rate adjustments have been made during the 24-month period ending on July 1 of any even-numbered year the Rent shall be subject to a cost-of-living adjustment, determined by multiplying the Rent by the percentage change in the consumer price index for all items, U.S. city average over a 12-month period ending on December of the preceding year, then adding the product to the current rental rate and rounding to the nearest whole dollar (“COLA-Adjusted Rent”). The COLA Adjusted Rent shall replace the Rent set forth in paragraph 4 beginning August 15 of such even-numbered year.
7. LEASE TERM: Lease term is for one year, commencing \_\_\_\_\_\_ and continuing until \_\_\_\_\_\_\_ unless terminated earlier according to the terms of this Lease. This Lease agreement is only for the stated term and is not automatically renewable. Landlord and Tenant must agree in writing if tenancy is to continue beyond the last day of the rental Term. The Tenant shall surrender the Premises on the last day of the Term provided in this Lease Agreement, or if Tenant separates from [STATE AGENCY] employment, at the end of the month in which separation occurs. Upon surrender, Tenant and all occupants shall vacate the Premises and return or account for any of Landlord’s property held by Tenant, such as keys, garage door opener, etc. and provide Tenant’s forwarding address to Landlord. This lease may be terminated by either party with 30-days’ notice.
8. UTILITIES: Tenant agrees to pay all utilities for the Premises including gas, heat, electricity, water, sewer, and internet and cable television. The tenant is responsible for trash collection and disposal. If the Premises is located on [STATE AGENCY]-owned property where trash collection is provided, Tenant may use such trash collection.
9. RENTERS INSURANCE: Tenant agrees at Tenant’s sole expense, to procure and maintain in full force and effect a renter’s policy, with a Personal Liability limit of not less than $500,000 per each occurrence, for bodily injury and property damage liability, and sufficient limits to protect the value of Tenant’s personal property. Tenant shall provide Landlord at least 30 days written notice of any changes to this policy, such as cancellation of coverage or changes in insurance limits. Tenants shall furnish Landlord with evidence of insurance on or before effective date of lease. The policy declaration page and/evidence of insurance letter shall name Landlord as an additional interest.
10. LANDLORD INSURANCE: Landlord maintains liability coverage for its officers, employees, and agents pursuant to the State of Wisconsin Self-Funded Liability Program. Landlord also provides property coverage for contents owned by the Landlord that are considered part of the real property. Tenant personal effects are not included in this coverage.
11. INSPECTION: Tenant shall be given a check-in sheet by Landlord upon commencing occupancy that Tenant may use to make comments, if any, about the condition of the Premises, and the Tenant shall have seven (7) days from the date of first occupancy to complete the checklist and return to Landlord.
12. CODE VIOLATIONS: Landlord has no actual knowledge of any building code or housing code violation that affects the Premises or common areas associated with the Premises, presents a significant threat to Tenant’s health or safety, and has not been corrected, unless disclosed in an Attachment to this Lease per Wis. Stat. s. 704.07(2)(bm). The Premises do not contain any of the following conditions adversely affecting habitability unless listed in an Attachment: no hot or cold running water, plumbing or sewage disposal facilities not in good operating order, unsafe or inadequate heating facilities (incapable of maintaining at least 67°F in living areas), no electricity, electrical wiring components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

1. MAINTENANCE: Attach Exhibit A outlining specific duties.
   1. All requests by Tenant for non-emergency maintenance services by Landlord must be in writing, provide authorization for Landlord to enter, and identify reasonable time periods in which entry for maintenance is authorized. Tenant shall notify Landlord as soon as practicable for any repair or maintenance that may occur that is the responsibility of the Landlord.
   2. Tenant shall maintain the Premises under Tenant’s control in a clean and as good a condition as they were at the beginning of the Term or as subsequently improved by Landlord, ordinary wear and tear excepted. Tenant is responsible for minor repairs including but not limited to replacement of smoke detector batteries, light bulbs, fuses, and washers.
   3. Tenant is responsible for all snow removal and ensuring walks and driveways are clear and free from ice and snow. Tenant is also responsible for mowing grass and other exterior landscape maintenance. Tenant is allowed to make modifications to the landscaping, such as a vegetable garden or planting flowers, that do not materially impact the function of the Premises. ***[This is standard language for when the agency intends to make these various items the tenant’s responsibility. Replace with “Intentionally Omitted” if the agency will not be making the tenant responsible for these items.]***
   4. Tenant is responsible for all damage and repairs that are beyond normal wear and tear, due to their own causation. This includes, but is not limited to clogged drains, foreign objects in the toilet or garbage disposal, frozen pipes, fires, damage to the air conditioner (if provided), stove/oven, refrigerator, and washer/dryer.
   5. Tenant agrees not to make or permit to be made any alterations, improvements, or additions in, or to the Premises, without the permission of Landlord.
   6. Tenant shall not store any trash, merchandise, appliances, crates, pallets, or materials of any kind outside the leased premises without the Landlord’s prior approval. Tenant shall not park or keep any unlicensed and/or unregistered vehicles or equipment on the paved and landscaped areas immediately adjacent to the premises without prior approval of the Landlord.
   7. Smoking in the Premises or common areas appurtenant thereto is not allowed.
   8. Tenant shall not permit guests or invitees to reside in the Premises for more than three consecutive days without prior written consent of the Landlord.
2. SMOKE AND CARBON MONOXIDE DETECTORS: Tenant is responsible for maintaining smoke and carbon monoxide detectors within the Premises, including replacing batteries, or giving Landlord written notice whenever a detector on the Premises is not functional. If the detectors are connected directly to the household electrical service, maintenance of the detectors shall be the responsibility of the Landlord. Landlord is responsible for maintaining smoke and carbon monoxide detectors within the common areas appurtenant to the Premises.
3. ENTRY BY LANDLORD: Landlord may enter the premises at reasonable times upon advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws and regulations. Landlord may enter without advance notice upon consent of Tenant, or when a health or safety emergency exists, or if Tenant is absent and Landlord believes that entry is necessary to protect the Premises from damage.
4. DAMAGE OR DESTRUCTION OF PREMISES: If the Premises are wholly destroyed by fire or other casualty, this lease shall terminate. If the Premises become untenantable due to fire, water or other casualty or because of any condition hazardous to health, either party by terminate the Lease by giving written notice to the other within fifteen (15) days of such destruction or damage.
5. EARLY TERMINATION: If Tenant vacates the Premises before the end of the Tenancy, of If the lease terminates due to separation of employment, Tenant shall be responsible for all rent due through the end of the month in which separation occurs, or until Tenant vacates the Premises, whichever is later. If Tenant leaves personal property behind, Landlord shall have the right to dispose of the property as provided by law or per any written property agreement. This does not apply if Tenant has terminated employment with the State. If tenancy is terminated for Tenant’s breach of this Agreement, Tenant shall be liable for all rent due under this Agreement through the last day of the month, plus any cost to repair damages incurred by Landlord.
6. DEFAULT; REMEDIES.
   1. If Tenant fails to pay any installment of rent when due, or is in default of the Lease by committing waste or a material violation of s. 704.07 (3) or by breaching any covenant or condition of the Lease, the Tenant's tenancy is terminated if the Landlord gives the Tenant notice requiring the Tenant to pay rent or remedy the default, or vacate, on or before a date at least 5 days after the giving of the notice and if the Tenant fails to pay accordingly or remedy such default. In the case of notice of instances of default, Tenant is deemed to be complying with the notice if promptly upon receipt of such notice the Tenant takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the Landlord and Tenant makes a bona fide and reasonable offer to pay the landlord all damages for the Tenant's breach. If Tenant has been given such a notice of failure to pay rent or default and has paid the rent or cured the default on or before the specified date, or been permitted by Landlord to remain in possession contrary to such notice, and if within one year of any prior failure to pay rent or act of default for which notice was given Tenant fails to pay a subsequent installment of rent on time or again commits waste or breaches the same or any other covenant or condition of the Lease, the Tenant's tenancy is terminated if the Landlord, while the Tenant is in default of the obligations to pay rent or other covenant or condition of the lease, gives the Tenant notice to vacate on or before a date at least 14 days after the giving of the notice.
   2. Following vacation of the Premises on account of non-payment of rent or other default, Tenant remains responsible to the Landlord for any unpaid rent and damages for which Tenant is responsible under the Lease, in addition to any other rights or remedies available to the Landlord by law.
   3. If Tenant leaves personal property behind, Landlord shall have the right to dispose of the property as provided by law or per any written property agreement
7. PETS: Dogs and cats may be kept on the Premises upon written approval of Landlord, which may be rescinded at any time. All such animals must be restrained on a leash under the physical control of the person responsible for the animal when in the common areas appurtenant to the Premises, unless written approval is obtained from Landlord for working dogs and cats used for rodent control. A copy of the Policy on Dogs and Cats on Agricultural Stations, Farms and Animal Facilities is attached as Attachment B.
8. HOLD HARMLESS: Tenant shall hold Landlord harmless from any liability or expenses for loss, injury, death, or damage to any person or property from any causes whatsoever which may at any time be suffered or sustained by Tenant, or invitees or any persons who may at any time be using, occupying, or visiting the demised premises.
9. RULES. Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located, and Tenant hereby agrees to comply with such rules, provided that Landlord provides Tenant with a copy of such rules. Failure to comply with such rules shall constitute a default under this Lease.
10. FIREARMS: ***[Agency to insert their own specific rules regarding firearms, if any, here. If none, insert “Intentionally Omitted.”]***
11. ASSIGNMENT: Tenant shall not assign this Agreement or sublet the Premises without the written consent of Landlord.
12. ELECTRONIC COMMUNICATIONS: Tenant agrees that Landlord may provide or deliver through electronic means:
    1. A copy of the Lease Agreement and documents related to the Lease Agreement.
    2. Advance notice of entry for purposes of sections 10 and 14 of this Lease Agreement.
13. ATTACHMENTS:
    1. Attachment A, Required Duties
    2. Attachment B, Tenant Rules
    3. Attachment C, Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards.
14. NOTICE OF DOMESTIC ABUSE PROTECTIONS:
    1. As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
       1. A person who was not the tenant's invited guest.
       2. A person who was the tenant's invited guest, but the tenant has done either of the following:
          1. A person who was not the tenant's invited guest.
          2. A person who was the tenant's invited guest, but the tenant has done either of the following:
             1. Sought an injunction barring the person from the premises.
             2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.
    2. A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
    3. A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.

**Landlord shall provide Tenant with a copy of this Lease Agreement and all Attachments. Landlord shall give Tenant a check-in sheet on or before commencement of the tenancy. NOTE: SIGNING THIS LEASE AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS. TENANT SHOULD CONSULT LEGAL COUNSEL REGARDING QUESTIONS AS TO THEIR LEGAL RIGHTS UNDER THIS LEASE AGREEMENT. THIS LEASE AGREEMENT INCLUDES THE ATTACHMENTS NOTED ABOVE, WHICH ARE HEREBY INCORPORATED BY REFERENCE.**

In witness hereof, the parties have executed this Lease Agreement.

LANDLORD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_