

# RENTAL AGREEMENT

This rental of the apartment identified below is entered into by and between the Landlords and Tenant(s) (Referred to in the singular whether one or more) on the following terms and conditions:

**TENANT(S):**

**EMAIL:**

**PHONE:**

**CHILDREN & OTHERS:**

**LANDLORDS:**

**CONTACT FOR MAINTENANCE OR REPAIR:**

**SERVICE OF PROCESS:**

Breeze Property Holdings  
P.O. Box 20769  
Greenfield, WI 53220  
Phone: 414-545-0372

Breeze Property Holdings  
Phone: 414-545-0372  
breezepropertyholdings@gmail.com

Michael or Karmen Kron  
3339 S 16<sup>th</sup> Street 53215  
Milwaukee, WI 53228  
Phone: 414-545-0372

**BUILDING ADDRESS:**

Milwaukee, WI 532\_\_\_\_\_

**TERM:**

Month to Month.

First day of term: \_\_\_\_\_ Last day of term: Open

**Rent:**

Rent per month is \$ \_\_\_\_\_ Payable ON or BEFORE the 1st day of the month.  
Payable to and at:

Mail  
Breeze Property Holdings  
PO Box 20769  
Greenfield, WI 53220

In Person  
Breeze Property Holdings  
3339 S 16<sup>th</sup> Street  
Milwaukee, WI 53215

**SECURITY DEPOSIT:**

Security Deposit Required \$ \_\_\_\_\_

Upon execution of this agreement, Tenant paid a security deposit in the amount listed above to be held by Breeze Property Holdings. If at the time of signing this agreement, the Tenant did not pay the entire Security Deposit, the outstanding amount is to be paid prior to the tenant's occupancy of the unit. The deposit, less any amounts withheld, will be returned, in person or by mail, to Tenant's last known address within 21 days after Tenant vacates the premises. If any portion of the deposit is withheld, Landlords will provide an accompanying itemized statement specifically describing any damages and accounting for any amount withheld. Failure to return the deposit within 21 days will result in the waiver of any claim against the deposit. The reasonable cost of repairing any damages, in addition to those set out in the addendum, normal wear and tear excepted, will be deducted from the security deposit. Tenant has 7 days after the beginning of the agreement term to notify Landlord in writing of damages or defects in the premises; no deduction from Tenant's security deposit shall be made for any damages or defects of which notification is given.

Last Month's Rent \$ \_\_\_\_\_

Upon execution of this agreement, Tenant paid last month's rent in the amount listed above to be held by Breeze Property Holdings. The last month's rent will be used if Tenant fails to give proper notice (28 days) or doesn't pay their last month rent. Monies will be returned, in person or by mail, to Tenant's last known address within 21 days after Tenant vacates the premises.

**UTILITIES:**

Gas & Electric utilities are not included in the rent. Tenant pays for both. Tenant must keep both utilities connected, and in their names, and always paid. Disconnection of utilities to unit is cause for eviction. The Landlords will pay for water and sewer charges.

**ASSIGNMENT OR SUBLETTING:**

Tenant shall not assign this Rental Agreement, nor sublet the premises or any part thereof.

**NOTICE TO VACATE:**

Written notice must be received by Landlord at least 28 days prior to the ending of a month-to-month tenancy. Tenant agrees to vacate the premises at the end of the term, and promptly deliver the keys to the Landlords. The "term" means at the end of the 30-day notice period, which coincides with the last day of the month. If tenant does not move out by the end of the rental term, the state law allows as damages, and the landlord will charge as damages, twice the rental amount, pro-rated on a daily basis, for each day the tenant holds over, in addition to any other damages incurred.

Tenant Initial \_\_\_\_\_ Tenant Initial \_\_\_\_\_ Tenant Initial \_\_\_\_\_



**ABANDONMENT BY TENANT:**

If Tenant shall abandon the premises without giving Landlords a 30-day notice, Landlords shall make reasonable efforts to re-rent premises and shall apply any rent received, less costs of re-renting, to the rent due or to become due on this agreement, and Tenant shall remain liable for any deficiency. If Tenant is absent from the premises for three successive weeks without notifying Landlord in writing of such absence, Landlord, at Landlord's sole option, may deem the premises abandoned.

**LANDLORDS RIGHT TO ENTER:**

Landlords may enter the premises at reasonable times and with 12 hours' notice, with or without Tenant's permission to inspect the premises, make repairs, show the premises to prospective tenants or purchasers, or to comply with any applicable law or regulation. Landlords may enter with less than 12 hours' notice upon specific consent of Tenant. No notice is required for entry in a health or safety emergency or where entry is necessary to preserve and protect the premises from damage in Tenant's absence.

**DISPOSAL OF TENANT'S PROPERTY:**

If tenant shall leave any property on the premises after vacation or abandonment of the premises, Tenant shall be deemed to have abandoned the property, and Landlords shall have the right to dispose of the property as provided by law.

**BREACH OF AGREEMENT:**

Should the Tenant fail to pay the rent, the Landlord shall serve the tenant with a 5-day notice to pay rent or vacate the premises; And if tenant fails to comply with such notice, Landlord may declare this tenancy terminated, and institute action to expel tenant from the premises. If the tenant, at any time, makes a partial payment of rent, the acceptance of the partial payment by the Landlord, does not constitute a waiver by the Landlord of the tenant's breach of this agreement for failure to pay rent.

**RULES:**

Landlords may make such reasonable rules governing the premises and the building of which they are part as Landlords deem necessary. Tenant agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this agreement. Landlords may make changes in the rules and give written notice of changes to Tenant at least 28 days before the new rules become effective.

**ZERO TOLERANCE:**

Tenant understands that a "zero-tolerance" policy is in effect at this property with respect to illegal drug-dealing and use, other criminal activity, or any activity which constitutes a nuisance. If any such activity occurs (even if Tenant does not condone or know of same, as Tenant is responsible for those who are in the apartment) it is a breach of the lease, and grounds for eviction.

Tenant Initial  Tenant Initial  Tenant Initial

**TENANT'S OBLIGATIONS:**

During the rental term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises:

1. To use the premises for residential purposes only by Tenant and Tenant's immediate family.
2. Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are a part
3. Not to use or keep in or about the premises anything which would adversely affect coverage of the premises or the building in which they are a part under a standard fire and extended insurance policy.
4. Not to make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building which the premises are located.
5. *Not to keep in or about the premises any pet unless specifically authorized as a special condition of this agreement.*
6. To obey all lawful orders, rules and regulations of all governmental authorities.
7. To keep the premises in clean and tenantable condition and in as good repair as at the beginning of the rental term. Normal wear and tear excepted.
8. Tenant to notify Landlord by phone or email of excessive trash around property
9. If obligated to pay for heat for the premises, to maintain a reasonable amount of heat in cold weather to prevent damage to the premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
10. Unless Tenant has received specific written consent of Landlords, not to do or permit any of the following:
  - Paint upon, attach, exhibit or display in or about the premises any sign or placard.
  - Alter or redecorate the premises.
  - Drive nails, tacks, screws into any wall, ceiling, floor or woodwork of the premises.
  - Attach or affix anything to the exterior of the premises or the building in which it is located.
11. Not to permit any guest or invitee to reside in the premises for any period.
12. To be liable for all acts of negligence or breaches of this lease by Tenant and Tenant's guests and invitees.

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**SPECIAL CONDITIONS:**

Please initial each of the following:

We do not provide free handyman services with the apartment. If you, your family or guests break something, you are responsible for the repair. We will do the repair if you don't know how, but you are responsible for the cost of the repair. Any costs must be paid within 2 weeks of the repair.

IN ORDER TO HAVE REPAIRS DONE FOR YOU BY THE OWNERS, YOU MUST CALL OR EMAIL THE OFFICE TO REPORT THE REPAIRS, OR MAIL A REQUEST FOR REPAIRS TO US AT THE ADDRESS ABOVE. DO NOT TELL A WORKER, OR ONE OF THE OWNERS ABOUT A NEEDED REPAIR WHILE THEY ARE AT YOUR APARTMENT FOR ANOTHER REASON. WHILE ALL OF US ARE WELL MEANING, WE CANNOT GUARANTEE THAT WE'LL REMEMBER YOUR REQUEST, OR REMEMBER WHERE WE MAY HAVE WRITTEN IT DOWN. IF YOU WANT ANY REPAIRS DONE, CALL THE OFFICE--OTHERWISE IT WON'T GET DONE. PERIOD!

Phone Number: 414-545-0372  
Email: breezepropertyholdings@gmail.com

Please note: The repairs for which you are responsible must be repaired within 2 weeks, or sooner, if the lack of repair will cause further damage to the property. For example: If the toilet is running over, turn off the water handle below the toilet; clean up the mess; and repair toilet immediately, so that the water does not continue to over-run the toilet, thereby ruining the floor tiles, the floor underlayment and the lower apartment (if your apt. is the upper unit) etc.

NO PETS ALLOWED AT ANY TIME. NOT EVEN "VISITING PETS" You are not allowed to have any pets of any type at any time.

Tenant to keep Landlord informed of changes in Tenant's telephone number.

This agreement may only be changed in writing.

No verbal agreements can be made to anything covered in this contract.

The attached Non-Standard Rental Agreement is made a part hereof.

**Signatures:**

Tenant \_\_\_\_\_  
Date \_\_\_\_\_

Landlord \_\_\_\_\_  
Date \_\_\_\_\_

Tenant \_\_\_\_\_  
Date \_\_\_\_\_

Tenant \_\_\_\_\_  
Date \_\_\_\_\_



# NON-STANDARD RENTAL AGREEMENT PROVISIONS

Page one of three pages in NON-STANDARD RENTAL AGREEMENT PROVISIONS section

**NOTE:** Tenant is aware that landlord is attempting to sell this building. Tenant agrees to co-operate in allowing landlord to show the building, with appropriate (12 hr.) notice. Tenant shall keep landlord always apprised of tenant's telephone number. If landlord does not have a telephone number for tenant, (or tenant doesn't have voicemail / answering machine), tenant hereby agrees to allow landlord to show building without notice—as giving a 12-hr.

Landlord has tenant's permission to enter apartment without 12-hour notice when tenant requests landlord to repair something in the apartment.

Tenants will pay the cost of the water and sewer bill for an amount on any one bill which is over \$400. The amount over \$300 will be split between the units in the building and must be paid within 2 weeks of written notice.

**Water Charges Example:** Bill is \$500. Landlord will pay \$ 300. The remaining \$100-will be split between the units and must be paid within 2 weeks of written notice. The purpose is to make tenants aware of water usage.

**Late Fee \$50.00.** There is a \$50.00 late fee when the rent is not RECEIVED by Landlords on or before the 5th day of the month.

**Returned Check/Stop Payment Fee:** If any payment by Tenant is returned unpaid due to insufficient funds or for any other reason, Tenant will be charged a fee of \$ 25 per occurrence. If Landlord incurs any other costs or fees as a result of Tenants payment being returned due to insufficient funds or for any other reason, Tenant will also be charged the actual costs incurred by Landlord as a result. These fees and costs may be deducted from Tenants security deposit

**Garbage/Trash Removal:** If Tenant leaves garbage or trash in hallway, outside of door or unit, or in any other common areas of the building or grounds which is not designated for the deposit of garbage or trash, Tenant will be charged a fee of \$ 25 plus the actual costs incurred by Landlord to remove the garbage or trash. These fees may be deducted from Tenants security deposit.

**Failure to Properly Dispose of Recyclables:** It is the Tenants responsibility to separate all recyclable materials and deposit them in appropriate containers as required by law or local ordinance. If Tenant fails to separate recyclable materials and deposit them in the appropriate containers, Tenant will be charged a fee of \$25 for each occurrence plus the actual costs incurred by Landlord to properly dispose of the recyclables. These fees and costs may be deducted from Tenants security deposit.

**Swimming/Wading Pools:** Use of swimming or wading pools on the property is prohibited.

**Return of Keys:** If Tenant fails to return all keys, including but not limited to, mailbox, laundry, and storage keys, as well as garage door openers upon vacating, Tenant will be charged \$25. These fees and costs may be deducted from Tenants security deposit.

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# NON-STANDARD RENTAL AGREEMENT PROVISIONS (continued)

Page two of three pages in NON-STANDARD RENTAL AGREEMENT PROVISIONS section

**Lawn Mowing/Snow Removal:** Upper and Lower tenants to share lawn maintenance and snow removal. If Tenant fails to mow the lawn and/or remove snow from sidewalks or other areas within a reasonable time period (Milwaukee law is within 24 hours for snow), Tenant will be charged a fee of \$25 plus the actual costs incurred by Landlord to complete the above. Tenant will also be responsible for payment of any municipal fines or other costs imposed on Landlord due to Tenants failure to comply with law or local ordinances regarding lawn mowing and/or snow removal. These fees and costs may be deducted from Tenants security deposit.

**Parking:** Tenant may park his/her vehicle in the designated area or space as set forth in the rental agreement. If Tenant parks his/her vehicle anywhere other than the designated area or space, Tenant will be charged a fee of \$25 for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the Premises and the above-mentioned fee will also be charged to Tenant for each day that this rule is not followed. Tenant must ensure that all visitors follow the rules or risk being charged the above-mentioned fees. These fees and costs may be deducted from Tenants security deposit.

**Disposal of Garbage/Recyclable:** Tenant shall be responsible for following all trash (including recyclable) removal law ordinances, and/or local guidelines. Tenant shall keep the garbage cart area free of stray trash, litter, and debris and shall realign all garbage carts in a neat and orderly position after the trash has been removed. If Landlord receives a fine or fee from the local municipality as a result of Tenants failure to properly dispose of any garbage, then Tenant will be responsible for repayment of any and all fines or fees.

**Special Pick-Up of Large Items:** If Tenant has any large items that need to be disposed of Tenant shall contact the local municipality to schedule a special pick-up. Any associated costs for a special pic-up or for Tenants failure to abide by the applicable law or ordinance, will the reasonability of the Tenant. If Landlord receives a fine or fee from the local municipality, as a result of, Tenants failure to properly dispose of large items, the Tenant will be responsible for the repayment of all fines or fees.

For quality purposes, and for the protection of the Landlord, all Tenant calls will be recorded.

This is a binding contract, and the Security Deposit paid today will be retained as lost rent if tenant decides not to move into apartment after signing this Rental Agreement.

Amounts charged during the tenancy for repairs, etc., are to be paid within 2 weeks after the repair / charge has been made, and a bill sent to the tenant. Amounts unpaid are cause for eviction. All amounts for damage charged after the tenant moves, will be deducted from the security deposit, and listed on the 21-day letter. This form is a part of the Rental Agreement.

Tenant Initial [redacted]

Tenant Initial [redacted]

Tenant Initial [redacted]

**NON-STANDARD RENTAL AGREEMENT PROVISIONS (continued)**  
 Page three of three pages in NON-STANDARD RENTAL AGREEMENT PROVISIONS section

**Additional Charges for Repairs:**

The following amounts to be charged for time, repairs and cleaning during and after the tenancy if tenant does damage to the rental unit or fails to do required maintenance. These repairs are the responsibility of the tenant. If the Landlords are required to make the repairs during the tenancy, to protect the condition of our building, we may evict the tenant. The following charges apply to this paragraph:

**Removing clogs from plumbing:**

- o Toilets \$85.00
- o Bathtub \$65.00
- o Sinks \$55.00
- o Outside plumbing company \$150.00 (weekdays) \$300 (weekends)

*Note! It is the responsibility of the Tenant to remove all debris and standing water before plumber arrives*

**Windows**

- o Repair torn screen \$50.00
- o Replace broken pane \$75.00
- o Storm Window Inserts \$125.00
- o Replace entire window (Time and Materials)

**Keys**

- o Replace Lost Keys \$50.00
- o Changing Locks \$75.00

**Snow Removal and Grass Cutting**

- o Shovel sidewalk \$60.00 per trip
- o Salt (On request only) \$20.00 per 50# bag
- o Grass cutting \$50.00 per trip

**Exterminating**

- o Mice \$50.00 per treatment
- o Roaches \$75.00 per treatment (2 treatments required)
- o Bedbugs \$95.00 per treatment (5 treatments required)

**Cleaning and Trash Removal**

- o Cleaning \$40.00 per hour
- o Removing trash \$50.00 per hour
- o Dump fee \$50.00 per trip

**Time and Material Repairs**

- o Standard Labor Cost \$75.00
- o Trip Charge \$50.00
- o Material Cost Varies – receipts supplied on request

I (we) have separately and specifically negotiated all items checked above.

Tenant \_\_\_\_\_  
 Date

Landlord \_\_\_\_\_  
 Date

Tenant \_\_\_\_\_  
 Date

Tenant \_\_\_\_\_  
 Date



ATTACHMENT TO RENTAL AGREEMENT

Disclosure of Information on Lead Based Paint and / or Lead Based Paint Hazards

This addendum is made part of the rental agreement

Property Address: \_\_\_\_\_ Milwaukee, WI 532\_\_\_\_\_

Landlord: Breeze Property Holdings, LLC and/or Breeze Property Holdings II, LLC

Tenant: \_\_\_\_\_

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors (Landlords) must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosures:

Landlord has knowledge of lead-based paint and/or that lead-based paint hazards are present in the housing, because:

This house was built before 1978; Therefore, it contains lead-based paint.

Records and reports available to the Lessor:

Landlord has no reports or records pertaining to lead-based paint and / or to lead-based paint hazards in the housing.

Tenant's Acknowledgement:

Tenant states that Tenant has received any records and reports listed under Landlord's Disclosure above. Tenant acknowledges that Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy:

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

RENTERS INSURANCE DISCLOSURE

Attachment to Rental Agreement

Disclosure of Information on Requirements for Renters Insurance

This addendum is made part of the rental agreement

Property Address: \_\_\_\_\_ Milwaukee, WI 532\_\_\_\_\_

Landlord: Breeze Property Holdings, LLC and/or Breeze Property Holdings II, LLC

Tenant: \_\_\_\_\_

The following is required:

That each Tenant purchase Renter's insurance to protect both Tenant's personal property and Tenant himself/herself from any liabilities that Tenant may created while residing at the Property.

Tenant understands that Landlord's insurance does not cover Tenant's personal property from damage caused by burglary, vandalism, electrical surge or failure, lightning strike, freezing, wind damage, heat damage, water damage, hail damage, fire damage, smoke damage, acts of God, or for any other reason not caused by Landlord.

Tenant also understands that Landlord's insurance does not cover Tenant for loss of damage caused by the Tenants actions or those of Tenants guests. Tenant understands that if Tenant does not purchase renter insurance that Tenant may be held responsible for any loss or damage caused by Tenants action or action of Tenants guests.

Tenant understands that Renters insurance is readily available and can be purchased relatively inexpensively.

Suggested Agent for Renters Insurance:

Kris Allen Bzdawka  
Independent Insurance Agent  
7472 S 6<sup>th</sup> Street Oak Creek, WI 53154  
Main: 414-768-8100 | Fax: 414-768-8110  
Direct: 414-501-1248 | Mobile: 414-704-6831  
Email: [kris@bwainsurance.com](mailto:kris@bwainsurance.com)

Tenant \_\_\_\_\_  
Date

Landlord \_\_\_\_\_  
Date

Tenant \_\_\_\_\_  
Date

Tenant \_\_\_\_\_  
Date