

RESIDENTIAL LEASE – CITY “IN REM” PREMISES

(178327. cao 3-2-12)

LANDLORD: City of Milwaukee ("CITY").

“TENANT”:

NAME	DATE OF BIRTH	PRIMARY PHONE	2 nd PHONE	E-MAIL

The Tenant named above represents to City: that he/she is responsible for all occupants, has authority to act on behalf of, and to bind, all occupants; and that any notice to Tenant is deemed notice to all occupants. All occupants are bound hereby.

“OCCUPANTS”:

NAME	DATE OF BIRTH	RELATION TO TENANT	PRIMARY PHONE	2 nd PHONE
Tenant named above	See above	same	See above	See above

“EFFECTIVE DATE”(this is the date of the Lease):_____

“PROPERTY”:

HOUSE/BLD. NO.	STREET NAME	CITY	ZIP CODE
		Milwaukee	

“PREMISES”: Unit No. _____ and Description _____.

RENT per month:\$_____ per month.

1. **CITY TAX FORECLOSURE; MCO 304-50 RISK.** City acquired the Property by property-tax foreclosure, terminating all interest in the Property of the former owner and all those claiming through and under the former owner, including tenants. Wis. Stat. § 75.521 (8) and Milwaukee Code of Ordinances (“MCO”) §§ 304-41 and 304-53. CITY owns the Property. Any prior lease that may have affected the Property was terminated by the tax foreclosure. Tenant understands the former owner may seek vacation of the City’s tax-foreclosure judgment (and City ownership of the Property) under MCO § 304-50 or through the Court. If such vacation is granted by the Court, City ownership of the Property and this Lease shall terminate as of the date of such granting by the Court.

2. **LEASE; MONTH-TO-MONTH.** Tenant leases the Premises on a month-to-month basis per the terms hereof.

3. **RENT.** Tenant shall pay City “**Rent**” per month in the amount specified above. Rent payments are due on or before the 1st day of each month. City provided Tenant with Rent invoices that Tenant must complete and submit along with each Rent payment.

Rent shall be paid by cashier’s check or money order (with name and address) payable to the Redevelopment Authority of the City of Milwaukee, and shall be mailed or hand-delivered, along with an invoice, to:

Redevelopment Authority
Attn: Property Manager
809 North Broadway – 2nd Floor
Milwaukee, WI 53202-3617.

4. **UTILITIES.** City shall pay water and sewer charges. Tenant is responsible for all telephone, cable, satellite, and internet services and utilities. Tenant shall also pay the following utilities if circled:

Gas Electric Heating Oil.

5. **USE; COMPLIANCE WITH LAWS; RULES.** Tenant may only use the Premises for residential purposes for the named Tenants and named occupants listed above, and all Tenants and occupants must comply with all federal, state and local laws and regulations, concerning occupancy and activities at the Premises. Illegal activities on the Premises (including the use, sale, distribution or manufacture of illegal drugs) are prohibited. Tenants and occupants must comply with City rules which City may, from time to time establish. Initial City rules are:

(a) No Tenant or occupant may use the Premises in such manner that unreasonably interferes with use by another occupant of the Property;

(b) no guest may stay in the Premises for longer than 14 days without City’s prior written consent.

If City establishes new rules, City shall provide same to Tenant in writing, and Tenant shall comply with same.

6. **PREMISES CONDITION; MAINTENANCE; REPAIR.** City, having acquired the Premises, by tax foreclosure, did not create undesirable conditions existing prior to City ownership. Per Wis. Stat. §§ 75.06 and 75.14 (4), City may assert right to avoid spending money to keep the Premises in sanitary or slightly condition or to abate nuisances or undesirable conditions. See, also: Wis. Stat. § 704.07 (1), providing that nothing in § 704.07 (titled “Repairs; untenability”) affects rights under other provisions of the statutes (e.g. § 75.14 (4), etc.); W-3 exemption from City-compliance with Wis. Stat. § 101.122, Wisconsin Rental Unit Energy Efficiency, per Wis. Stat. § 77.25 (4) and 77.255 (exemption from transfer fee and return) and Wis. Admin. Code § Comm. 67.03 (1)(b)1; and Wis. Admin. Code §ATCP 134.01 (7), rental-dwelling units owned and operated by government are exempt from Wis. Admin. Code Ch. ATCP 134, Residential Rental Practices. Due to the foregoing, nothing in this Lease is a waiver, void under Wis. Stat. § 704.07 (1) for residential leases. See, also, ¶13 below (“termination”).

Tenant is responsible for day-to-day maintenance and repair. This includes light-bulb replacement, cleaning, trash removal, and taking garbage carts to and from pick-up point. City will mow lawn and shovel snow.

If Tenant wishes to have City consider making repairs, call 286-5759 (M-F, 8 a.m. to 4:45 p.m.) and after office hours, on weekends, and holidays call 286-5100. Tenant shall promptly notify City of any condition that Tenant deems unsafe, and of any other need for repairs. City may, in its discretion, make repairs at City’s expense.

7. **DAMAGE.** Tenant is responsible for damage caused by, or attributable to, willful or negligent acts or omissions by Tenant, or anyone claiming by, through, or under Tenant, including occupants and Tenant guests. Wis. Stat. § 704.07 (3).

8. **ALTERATIONS.** Tenant may not alter the premises without City's prior written consent.

9. **INSURANCE.** Tenant, at its expense, is encouraged to obtain insurance as Tenant deems appropriate, whether renter's, liability, and/or tenant personal property.

10. **CITY ACCESS, INSPECTIONS & SHOWINGS.** City, its contractors, agents, and brokers, may enter the Premises with at least **12 hours prior notice** (oral or written). During entry, City may (in its discretion), make repairs, inspect, and show the Premises to interested buyers and/or other third parties. Tenant agrees to remove animals from the Premises during City entry and showings. City has the right to enter with no advance notice in case of threat or danger to human safety. Per Wis. Stat. § 704.05(2), if Tenant is absent from the Premises, and City believes entry is necessary to preserve or protect the Premises, City may enter without notice.

11. **ASSIGNMENT; SUBLETTING.** Tenant may not convey, transfer, assign or sublet this Lease, any rights of Tenant hereunder, or any interest in and to the Premises without City's prior written approval.

12. **DEFAULT.** Tenant is in default if Tenant fails to perform Tenant's obligations under this Lease timely and as required, or if Tenant commits waste.

13. **TERMINATION.** City may terminate this Lease upon 28 days prior written notice to Tenant *for any reason*, whether Tenant is in default or not.

City may, per Wis. Stat. § 704.17, terminate on less than 28 days notice for Tenant failure to pay rent, or Tenant breach of Lease, or if Tenant commits waste, or per § 704.19 (2)(a)2, if Tenant surrenders or abandons the Premises. If Tenant is absent from the Premises for three consecutive weeks without written notice of such absence to City, City may, in its discretion, deem that Tenant has surrendered and abandoned the Premises. And, under Wis. Stat. § 704.19 (2)(a)1, the parties agree that City may terminate this Lease on less than 28 days notice if City determines the Premises are unsafe for occupants.

Nothing contained herein affects City's other rights under law, including, but not limited to: City building-inspection rights; rights under MCO §§200-11-5 and 200-12.5 to placard and order the closing and discontinuation of occupancy of unsafe structures and units; and the right to terminate under Wis. Stat. § 704.17 (1)(c) after notice from law enforcement of an 823.113 nuisance regarding controlled substances or criminal gangs.

14. **DEPARTURE AT TERMINATION; KEY RETURN; PERSONAL PROPERTY.** Upon Lease termination, Tenant must: vacate the Premises; remove all Tenant personal property (*fixtures, however, shall not be removed*); return all keys to City (to DCD Real Estate Section, 809 North Broadway, 2nd floor) in person or by certified mail; repair any damage attributable to Tenant, occupants, Tenant guests or Tenant occupancy or departure; and leave the Premises in broom-clean condition.

Concerning any personal property remaining on the Property beyond Lease termination, City may exercise any right at law, including, but not limited to: rights under Wis. Stat. § 704.05(5) (including, but not limited to, removal, storage and disposal; including the right to store personal property on-site or off the Premises); rights under Wis. Stat. § 799.45; and rights under Wis. Stat. § 66.0139 and the MCO to declare remaining personal property abandoned and to dispose of same.

15. **WISCONSIN LAW; 893.80.** Wisconsin law applies. City reserves all rights at law and equity, including, but not limited to, all rights under Wis. Stat. § 893.80.

16. **SMOKE & CARBON-MONOXIDE DETECTORS.** City provided smoke and carbon-monoxide detectors for the Premises. See Wis. Stat. §§101.145 and 101.149. Tenant acknowledges that all smoke and carbon monoxide detectors on the Premises are working properly as of the date of this Lease. Tenant agrees to test all detectors at least monthly, to not tamper with detectors or batteries, and to promptly give notice to City of any problem concerning any detector. The City shall, within 5 days after receipt of such notice, provide any maintenance necessary to make the detector functional or provide a replacement detector when necessary.

17. **LEAD-BASED PAINT RISK.** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust, may pose health hazards if not properly managed. Exposure to lead may be harmful – especially to children and pregnant women. As stated in ¶6 above, the City, having acquired by tax foreclosure, did not create undesirable conditions. Per ¶13 above, if lead hazards do exist, City may terminate the Lease. City provided Tenant the pamphlet, *Protect Your Family from lead in Your Home.*”

18. **NOTICES.** Except as otherwise expressly provided for herein, notices under this Lease shall be in writing and provided to the respective parties by mailing, facsimile, or emailing. The City may, alternatively, or in addition, post notices to Tenant on the door to the Premises.

<u>If to CITY:</u>	<u>If to TENANT:</u>
Deborah McCollum-Gathing Property Manager Department of City Development 809 North Broadway Milwaukee, WI 532170-3614 Telephone: (414) 286-5759 Fax: (414) 286-0395 Email: Deborah.mccollum- gathing@milwaukee.gov	Title _____ Address _____ Milwaukee, WI _____ Telephone: _____ Fax: _____ Email: _____

19. **DCD; CITY PROPERTY MANAGER.** When City consent is required hereunder it shall be sought from the City’s Property Manager.

20. **ENTIRE AGREEMENT; AMENDMENTS.** Tenant has no other interest in the Premises except as a Tenant under this Lease. This Lease is the entire agreement between the parties and all oral statements are of no effect. This Lease may only be amended by written document signed by both City and Tenant.

22. **SPECIAL CONDITIONS.** [Insert or write any special conditions here].

IN WITNESS WHEREOF, City and Tenant, on behalf of themselves and their respective heirs, successors and authorized assigns, enter this Lease as of the Effective Date specified above.

CITY: City of Milwaukee	TENANT
By: _____ Deborah McCollum-Gathing Property Manager	By: _____ Name Printed: _____ By: _____ Name Printed: _____