

Wisconsin Residential Lease

Date: {TodaysDate}

1. **PARTIES.** This Wisconsin Residential Lease ("Agreement") is between {TenantNames} (collectively, the "Tenant") and {PropertyManagerEntity} ("Landlord"). Each Tenant is jointly and severally liable for all terms of this Agreement.
2. **PREMISES.** Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, {Address} ("Premises"). The person authorized to collect or receive rent and manage and maintain the Premises, and who can readily be contacted by the Tenant is {PropertyManagerName}, {PropertyManagerPhone}, whose address is listed below.
3. **OCCUPANTS.** The Premises shall be used and occupied only as a private residence by Tenant and immediate family of Tenant, provided that the total number of occupants does not exceed the number of occupants allowed under law. Occupancy by other persons for more than seven consecutive days and more than two occasions in any month is prohibited without Landlord's written consent and shall be considered a breach of this Agreement. Tenant is responsible for the conduct of all occupants, guests, and invitees.
4. **AGREEMENT TERM.** The term of this Agreement begins on {StartDate}, and ends at 11:59 p.m. on {EndDate} ("Agreement Term").
5. **PAYMENT OF RENT.**
 - A. **Monthly Payment.** Tenant shall pay Landlord a monthly rental amount of \${MonthlyRent}, due to Landlord in full on the first business day of the month at Landlord's address or using electronic funds transfer to an account designated by Landlord for the payment of rent. If Landlord and Tenant agree that Tenant shall make payments through the LeaseRunner Tenant Payment Center, then {ACH_Fees}.
 - B. **Receipts For Payments.**
 - i. Security Deposit. Immediately upon accepting any earnest money or security deposit, Landlord shall provide Tenant with a written receipt for the deposit, stating the nature of the deposit and its amount. A receipt is not required where payment is made by check bearing a notation describing the purpose for which it was given, unless requested by Tenant.
 - ii. Cash. If Tenant pays rent in cash, Landlord upon receiving the cash payment shall provide Tenant with a written receipt stating the nature and amount of the payment. Landlord is not required to provide a receipt for rent payments made by check.
6. **CHARGES AND FEES.** If Tenant fails to pay the rent in full by the fifth day of

the month, Tenant shall pay Landlord a late charge of [\\${Late_Fee}](#). If any payment offered by Tenant to Landlord for rent or any other amount due under this Agreement is returned for lack of sufficient funds, for a stop-payment, or for any other reason, Tenant shall pay Landlord an insufficient funds fee of [\\${NSF_Fee}](#). Landlord and Tenant agree that the charges and fees are a reasonable estimate of the administrative costs incurred by Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. **PRORATION OF RENT.** For the period from [{StartDate}](#) through the end of the month, Tenant shall pay to Landlord the prorated monthly rent of [\\${ProratedRent}](#).

8. **SECURITY DEPOSIT.**

- A. **Check-In Procedures; Pre-Existing Damages.** Per ATCP 134.06, Tenant may do the following within **seven days** of [{StartDate}](#):

- i. Inspect the Premises and notify Landlord of any preexisting damages or defects.
- ii. Request a list of physical damages or defects, if any, charged to the previous tenant's security deposit. Landlord may require Tenant to make this request, if any, in writing.

If Tenant makes a request under subsection (ii) above, Landlord shall provide Tenant with a list of all physical damages or defects charged to the previous tenant's security deposit, regardless of whether those damages or defects have been repaired. Landlord shall provide the list within 30 days after Landlord receives the request, or within seven days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord may explain that some or all of the listed damages or defects have been repaired, if that is the case. Landlord need not disclose the previous tenant's identity, or the amounts withheld from the previous tenant's security deposit.

- B. **Amount.** Tenant shall deposit with Landlord the amount of [\\${SecurityDeposit}](#) as a security deposit against any breach of this Agreement by Tenant. Per ATCP 134.02(11), "security deposit" means the total of all payments and deposits given by a tenant to the landlord as security for the performance of the tenant's obligations, and includes all rent payments in excess of one month's prepaid rent.

- C. **Standard Withholding Provisions.** Per Wis. Stat. § 704.28(1), Landlord may withhold from the full amount of the security deposit only amounts reasonably necessary to pay for any of the following:

- i. except as provided in the paragraph below, Tenant damage, waste, or neglect of the Premises;
- ii. unpaid rent for which Tenant is legally responsible, subject to Wis. Stat. § 704.29 (i.e. Landlord's duty to mitigate damages);
- iii. payment that Tenant owes under this Agreement for utility service provided by Landlord but not included in the rent;
- iv. payment that Tenant owes for direct utility service provided by a

government-owned utility, to the extent that Landlord becomes liable for Tenant's nonpayment;

- v. unpaid monthly municipal permit fees assessed against Tenant by a local unit of government under Wis. Stat. § 66.0435(3), to the extent that Landlord becomes liable for Tenant's nonpayment; and
- vi. any other payment for a reason provided in a nonstandard rental provision document attached to this Agreement, if any.

Per Wis. Stat. § 704.28(3), Landlord may not withhold any amount from the security deposit for normal wear and tear, or for other damages or losses for which Tenant cannot reasonably be held responsible under applicable law.

- D. **Return Of Security Deposit.** Prior to move-out, Tenant shall provide Landlord with a forwarding address. Per Wis. Stat. § 704.28(4), Landlord shall deliver or mail to Tenant the full amount of any security deposit paid by Tenant, less any amounts that may be withheld under subsection C above, within **21 days** after any of the following:
- i. if Tenant vacates the Premises *on* the termination date of the Agreement Term, the date on which this Agreement terminates;
 - ii. if Tenant vacates the Premises or is evicted *before* the end of the Agreement Term, the date on which this Agreement terminates or, if Landlord rerents the Premises *before* the end of the Agreement Term, the date on which the new tenant's tenancy begins; or
 - iii. if Tenant vacates the Premises or is evicted *after* the end of the Agreement Term, the date on which Landlord learns that Tenant has vacated the Premises or has been removed from the Premises under Wis. Stat. § 799.45(2).

Per ATCP 134.07(4), if any portion of a security deposit is withheld by Landlord, Landlord shall, within the time period and in the manner specified in this section, deliver or mail to Tenant a written statement accounting for all amounts withheld. The statement shall describe each item of physical damages or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim.

- 9. **KEYS.** Landlord shall provide Tenant with {HouseKeys} house key(s), {MailboxKeys} mailbox key(s), and {GarageOpeners} garage door opener(s) (collectively, the "Keys"). Keys may not be duplicated, and Tenant shall return Keys to Landlord at move-out. Tenant's failure to return the Keys to Landlord at move-out shall incur a \$50 administrative fee, plus the costs of the lock change service.
- 10. **UTILITIES.** Landlord shall be responsible for paying the following utilities: {LandlordUtilities}. Tenant shall be responsible for paying all other utilities including but not limited to: {TenantUtilities}. Within three business days after the beginning of the Agreement Term, Tenant shall arrange for such utilities

or services and for billing directly to Tenant for the Agreement Term. The party responsible for any particular utility or service shall not be liable for failure to furnish the utility or service when the cause of such failure is beyond that party's control.

11. **SMOKING.** Smoking {Smoking} permitted in the Premises.
12. **PET RESTRICTIONS.** Except for service animals for the disabled, no animal, bird, or other pet is allowed in the Premises at any time, unless Tenant and Landlord have executed a separate written pet agreement. If at any time Tenant allows a pet into the Premises, Landlord may charge Tenant a penalty of \$50 per day, plus the costs of any damages.
13. **NOTICE TO QUIT AND HOLDOVER.**
 - A. **Notice.** At least **28 days** prior to the expiration of the Agreement Term, Tenant shall provide Landlord with written notice of Tenant's intention to move out by the end of the Agreement Term. If Tenant fails to provide such written notice, the tenancy shall be month-to-month after the Agreement Term, and all other terms of this Agreement shall continue in full force and effect.
 - B. **Month-to-Month Tenancies.** If this Agreement becomes a month-to-month tenancy, rent shall be uniformly apportioned per day during the notice period, which begins upon the other party's receipt of notice of termination as per the following notice periods:
 - i. Notice by Landlord. Landlord may terminate a month-to-month tenancy by providing **28 days'** written notice to Tenant.
 - ii. Notice by Tenant. Tenant may terminate a month-to-month tenancy by providing **28 days'** written notice to Landlord.
 - C. **Holdover Damages.** Per Wis. Stat. § 704.27, if Tenant remains in possession without consent of Landlord after expiration of this Agreement or termination of a tenancy by notice given by either Landlord or Tenant, or after termination by valid agreement of the parties, Landlord shall, at Landlord's discretion, recover from Tenant damages suffered by Landlord because of the failure of Tenant to vacate within the time required. In absence of proof of greater damages, Landlord shall recover as minimum damages **twice the rental value apportioned on a daily basis** for the time Tenant remains in possession.
14. **RENT CHANGES.** Landlord may not change the rental amount during the Agreement Term. Landlord may change the rental amount or other agreement terms for a tenancy subsequent to the Agreement Term by providing written notice to Tenant **28 days** prior to the end of the Agreement Term.
15. **POSSESSION OF THE PREMISES.**
 - A. **Contract.** Tenant shall be responsible for paying rent and complying with all terms of this Agreement after signing this Agreement, even if Tenant fails to take possession of the Premises. If Tenant fails to take possession of the Premises within seven days of the beginning of the Agreement Term, Landlord may terminate this Agreement.

B. **Condition of the Premises.** Per Wis. Stat. § 704.08, if Tenant is new to the Premises, Landlord shall provide Tenant a check-in sheet that Tenant may use to make comments, if any, about the condition of the Premises. Tenant shall be given 7 days from {StartDate} to complete the check-in sheet and return it to Landlord.

16. **DELAY OF OCCUPANCY.** In the event Tenant's occupancy of the Premises is delayed for construction, repairs, cleaning, a holdover tenant, or any other circumstances beyond Landlord's control, this Agreement shall remain in effect, subject to the abatement of rent on a daily basis. If the delay of occupancy is longer than seven days, Tenant may terminate this Agreement by delivering written notice to Landlord. After such termination, Landlord's liability to Tenant is limited to the return of all sums previously paid by Tenant to Landlord under this Agreement.

17. **REIMBURSEMENT.** Tenant shall immediately reimburse Landlord for any loss, damage, cost, or repair caused by Tenant or an occupant, guest, or invitee of Tenant. Tenant's unpaid balances shall incur interest at the highest lawful rate.

18. **MAINTENANCE RESPONSIBILITIES.**

A. **Landlord's Responsibilities.** Per Wis. Stat. § 704.07(2):

- i. Except for repairs made necessary by the negligence of or improper use of the Premises by Tenant, Landlord has a duty to do all of the following:
 - a. keep in a reasonable state of repair portions of the Premises over which Landlord maintains control;
 - b. keep in a reasonable state of repair all equipment under Landlord's control necessary to supply services that Landlord has expressly or impliedly agreed to furnish to Tenant, such as heat, water, elevator, or air conditioning;
 - c. make all necessary structural repairs;
 - d. except for residential premises subject to a local housing code, and except as provided in subsection (B) (ii), repair or replace any plumbing, electrical wiring, machinery, or equipment furnished with the Premises and no longer in reasonable working condition; and
 - e. for a residential tenancy, comply with any local housing code applicable to the Premises.

B. **Tenant's Responsibilities.** Per Wis. Stat. § 704.07(3):

- i. If the Premises are damaged, including by an infestation of insects or other pests, due to the acts or inaction of Tenant, Landlord may elect to allow Tenant to remediate or repair the damage and restore the appearance of Premises by redecorating. However, Landlord may elect to undertake the remediation, repair, or redecoration, and in such case Tenant must reimburse Landlord for the reasonable cost thereof; the cost to Landlord is presumed reasonable unless proved otherwise by Tenant. Reasonable costs include any of the

following:

- a. materials provided or labor performed by Landlord;
- b. at a reasonable hourly rate, time Landlord spends doing any of the following:
 - a. purchasing or providing materials;
 - b. supervising an agent of landlord; or
 - c. hiring a 3rd-party contractor.
- ii. Except for residential premises subject to a local housing code, Tenant is also under a duty to keep plumbing, electrical wiring, machinery and equipment furnished with the Premises in reasonable working order if repair can be made at a cost which is minor in relation to the rent.
- iii. Tenant shall comply with a local housing code applicable to the Premises.

C. **Untenantability.** Per Wis. Stat. § 704.07(4), if the Premises becomes untenantable because of damage by fire, water, or other casualty or because of any condition hazardous to health, or if there is a substantial violation of subsection (A) above materially affecting the health or safety of Tenant, Tenant may remove from the Premises unless Landlord proceeds promptly to repair or rebuild or eliminate the health hazard or the substantial violation of subsection (A) above materially affecting the health or safety of Tenant; or Tenant may remove if the inconvenience to Tenant by reason of the nature and period of repair, rebuilding, or elimination would impose undue hardship on Tenant. If Tenant remains in possession and the condition materially affects the health or safety of Tenant or substantially affects the use and occupancy of the Premises, rent abates to the extent Tenant is deprived of the full normal use of the Premises. Tenant may not withhold rent in full, if Tenant remains in possession. If Tenant justifiably moves out under this subsection, Tenant is not liable for rent after the Premises becomes untenantable, and Landlord must repay any rent paid in advance apportioned to the period after the Premises were to become untenantable. This subsection is inapplicable if the damage or condition is caused by negligence or improper use by Tenant.

D. **Restriction of Regulation of Abatement.** Per Wis. Stat. § 704.07(5), an ordinance enacted by a city, town, village, or county regulating abatement of rent shall permit abatement only for conditions that materially affect the health or safety of Tenant or substantially affect the use and occupancy of the Premises.

19. **SURRENDER.** Upon termination of the tenancy, Tenant shall return the Premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear. Tenant has examined the Premises, including appliances, fixtures, carpets, drapes, and paint; and has found them to be in good, safe, clean, and operable condition; except as noted on the inspection checklist, if any.

20. **REPAIRS AND ALTERATIONS.**

- A. **In General.** Except as provided by law, Tenant shall not make any repairs or alterations to the Premises without the prior written consent of Landlord and the homeowners association, if applicable. Repairs and alterations include but are not limited to painting, wallpapering, demolition, carpentry, installation of fixtures, or any other changes to the Premises. Any repairs or alterations that Tenant performs with approved consent must conform to a professional standard of quality. Any repairs or alterations performed by Tenant shall become the property of Landlord, and Tenant shall not be entitled to any compensation for such repairs or alterations.
- B. **Keys and Security Systems.** Tenant shall not, without the prior written consent of Landlord, alter or install any locks to the Premises, or alter or install any security system. Tenant shall provide Landlord with a key or keys capable of unlocking all such altered or new locks as well as with instructions on how to disarm any altered or new security system.

21. **USE VIOLATIONS.** Tenant is responsible for the behavior of Tenant's occupants, guests, and invitees. Tenant shall comply with all rules and regulations of Landlord and the homeowners association, if applicable. Tenant and Tenant's occupants, guests, and invitees shall not use the Premises or any common areas on the property in such a manner that:

- A. violates any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs;
- B. damages the Premises, common areas, or surrounding property; or
- C. disturbs the peace and quiet of any other tenant or nearby resident.

22. **RULES AND REGULATIONS.**

- A. Landlord, from time to time, may adopt rules or regulations, however described, concerning Tenant's use and occupancy of the Premises. They are enforceable against Tenant only if:
 - i. their purpose is to promote the convenience, safety, or welfare of Tenant; preserve Landlord's property from abusive use; or make a fair distribution of services and facilities held out for the tenants generally;
 - ii. they are reasonably related to the purpose for which they are adopted;
 - iii. they apply to all tenants in the property in a fair manner;
 - iv. they are sufficiently explicit in their prohibition, direction, or limitation of Tenant's conduct to fairly inform Tenant of what must be done to comply;
 - v. they are not for the purpose of evading the obligations of Landlord; and
 - vi. Tenant has notice of them at the time Tenant enters into this Agreement or when they are adopted.

- B. A rule or regulation adopted after Tenant enters into this Agreement is enforceable against Tenant if reasonable notice of its adoption is given to Tenant and it does not work a substantial modification of this Agreement.
23. **EXTENDED ABSENCES.** Tenant shall notify Landlord in advance if Tenant will be away from the Premises for seven or more consecutive days. During such absences, Landlord may enter the Premises as reasonably necessary to inspect the Premises and perform needed maintenance or repairs.
24. **ABANDONMENT.**
- A. **Evidence of Abandonment.** Tenant's abandonment of the Premises may be evidenced by the return of keys, the substantial removal of the Tenant's personal property, notice by Tenant, the extended absence of Tenant while rent remains unpaid, or any evidence which would cause a reasonable person to believe that Tenant had permanently surrendered possession of the Premises.
- B. **Mitigation of Damages.** If Tenant abandons the Premises, Landlord shall make reasonable efforts to rent it at market rate. If Landlord rents the Premises for a term beginning before the expiration of the Agreement Term, this Agreement terminates as of the date of the new tenancy. If Landlord fails to use reasonable efforts to rent the Premises at market rate or if Landlord accepts the abandonment as a surrender, this Agreement is deemed to be terminated by the Landlord as of the date Landlord has notice of the abandonment.
- C. **Personal Property.** If at any time during the term of this Agreement Tenant abandons the Premises, Landlord may obtain possession of the Premises in any manner provided by law. Landlord may relet the Premises and hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the Agreement Term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. **Landlord shall consider any personal property left on the Premises to have been abandoned. Landlord shall dispose of abandoned personal property according to Wis. Stat. § 704.05(5).**
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25. **QUIET ENJOYMENT AND LANDLORD'S RIGHT TO ACCESS.** Per ATCP 134.09:
- A. Except as provided under subsection (B) below, Landlord may not do any of the following:
- i. Enter the Premises during tenancy except to inspect the Premises, make repairs, or show the Premises to prospective tenants or purchasers, as authorized under Wis. Stat. § 704.05(2). Landlord may enter for the amount of time reasonably required to inspect the Premises, make repairs, or show the Premises to prospective tenants or purchasers.
- ii. Enter the Premises during tenancy except upon advance notice and at reasonable times. Advance notice means **at least 12**

hours advance notice unless Tenant, upon being notified of the proposed entry, consents to a shorter time period.

B. Subsection (A) above does not apply to an entry if any of the following applies:

i. Tenant, knowing the proposed time of entry, requests or consents in advance to the entry.

ii. A health or safety emergency exists.

iii. Tenant is absent and Landlord reasonably believes that entry is necessary to protect the Premises from damage.

C. Landlord may not enter the Premises during tenancy without first announcing his or her presence to persons who may be present in the Premises, and identifying himself or herself upon request. **Note:** For example, Landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is present in the Premises, Landlord must then identify himself or herself upon request.

26. **FORCE MAJEURE.** If Landlord or Tenant cannot reasonably perform its obligations under this Agreement because of a natural disaster, war, terrorist activities, civil commotion, an act of God, or any other event beyond Landlord's or Tenant's control (except for non-availability of funds), the party shall not be in breach of this Agreement if the party diligently performs the obligations after the end of the force majeure event. The non-performing party shall give written notice to the other party as soon as practicable in the event of non-performance due to a force majeure event.

27. **ASSIGNMENT, SUBLEASE, AND RELEASE.** Tenant shall not sublet any part of the Premises or assign this Agreement without the prior written consent of Landlord. Unless Landlord issues Tenant a written release, Tenant shall not be released from this Agreement for any reason including but not limited to school withdrawal or transfer, business or employment transfer, loss of employment, marriage, divorce, separation, or bad health, with the exception of certain military service members, victims of domestic violence, and any other exceptions as may be permitted under federal and/or state law. Landlord may charge Tenant a reasonable administrative fee for any assignment, sublet, or release.

28. **DISCLOSURE DUTY; IMMUNITY FOR PROVIDING NOTICE ABOUT THE SEX OFFENDER REGISTRY.** Per Wis. Stat. 704.50:

A. Except as provided in subsection (B) below, Landlord or Landlord's agent has no duty to disclose to any person in connection with the rental of real property any information related to the fact that a particular person is required to register as a sex offender under Wis. Stat. § 301.45 or any information about the sex offender registry under Wis. Stat. § 301.45.

B. If, in connection with the rental of real property, a person requests of Landlord or Landlord's agent information related to whether a particular person is required to register as a sex offender under Wis. Stat. § 301.45 or any other information about the sex offender registry under Wis. Stat. § 301.45, Landlord or agent has a duty to disclose

such information, if Landlord or agent has actual knowledge of the information.

- C. Notwithstanding subsection (B) above, Landlord or agent is immune from liability for any act or omission related to the disclosure of information under subsection (B) above if Landlord or agent in a timely manner provides to the person requesting the information written notice that the person may obtain information about the sex offender registry and persons registered with the registry by contacting the department of corrections. The notice shall include the appropriate telephone number and Internet site of the department of corrections.

29. GROUNDS FOR TERMINATION OF THE TENANCY.

A. Termination by Landlord. Landlord may terminate this Agreement if:

- i. Tenant or Tenant's occupants, guests, or invitees fail to comply with any term of this Agreement;
- ii. Tenant misrepresents any material fact on Tenant's rental application;
- iii. per Wis. Stat. § 704.16, Tenant commits one or more acts that cause another tenant, or a child of that other tenant, an imminent threat of serious physical harm from Tenant if Tenant remains on the Premises;
- iv. per Wis. Stat. § 704.17, Tenant fails to pay rent or commits other breach, including criminal activity or drug-related criminal activity; or
- v. otherwise provided by law.

B. Termination By Tenant. Tenant may terminate this Agreement if:

- i. the Premises is damaged or destroyed by fire or casualty other than by the wrongful or negligent acts of Tenant to the extent that normal use and occupancy is substantially impaired;
- ii. Landlord breaches the maintenance responsibilities described in this Agreement;
- iii. Tenant is a victim of domestic abuse, per Wis. Stat. § 704.14;
- iv. per Wis. Stat. § 704.16, Tenant or a child of Tenant faces an imminent threat of serious physical harm from another person if Tenant remains on the Premises; or
- v. otherwise provided by law.

- 30. INSURANCE AND LIABILITY.** Landlord's insurance does not cover Tenant's personal possessions in the event of loss or damage due to fire, windstorm, flood, theft, vandalism, or other similar cause. If Tenant desires to insure personal possessions or to insure against Tenant's personal liability, Tenant should obtain renters insurance. Tenant's insurance shall be the primary insurance responsible for payment in the event of a loss, and Tenant or Tenant's insurance company will reimburse Landlord or Landlord's insurance company, if necessary. Tenant shall only be liable for personal injury or

property damage caused by the negligence or willful acts of Tenant. Landlord shall only be liable for personal injury or property damage caused by the negligence or willful acts of Landlord.

31. **SUBORDINATION.** This Agreement is subordinate to any existing or future mortgages or deeds of trust.
32. **RELEASE OF TENANT INFORMATION TO THIRD PARTIES.** Tenant authorizes Landlord to disclose Tenant's rental history to a third party who requests the information for a governmental, judicial, law enforcement, or business purpose.
33. **EMINENT DOMAIN.** If any part of the Premises is condemned through power of eminent domain, this Agreement shall end and all condemnation proceeds shall belong to Landlord.
34. **NOTICES AND AUTHORITY TO RECEIVE LEGAL PAPERS.** Unless otherwise specified in this Agreement or required under law, all notices required under this Agreement shall be in writing and shall be delivered to the other party personally, or sent by first class mail, postage prepaid, or securely and conspicuously posted, as follows:
 - A. To Tenant: the Premises, or at Tenant's last known address
 - B. To Landlord: {PropertyManagerEntity}, {PropertyManagerAddress}
35. **ADDITIONAL PROVISIONS.** Additional provisions are as follows:
{AdditionalProvisions}
36. **ATTORNEYS' FEES.** Per Wis. Stat. § 704.44(4m), in any action or legal proceeding to enforce any part of this Agreement, the prevailing party may recover damages, reasonable attorneys' fees, and costs only by a court order under Wis. Stat. § 799 or § 814.
37. **WAIVER.** The failure by Landlord to insist in any one or more cases upon strict performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such term or condition of this Agreement.
38. **HEADINGS.** The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
39. **ELECTRONIC TRANSACTIONS.** Landlord and Tenant hereby consent to execution of this Agreement by electronic signature.
40. **VALIDITY OF EACH PART.** If any portion of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.
41. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Landlord and Tenant. No promises or representations, other than those contained herein or implied by law, have been made by Landlord or Tenant. Any addendum or modification to this Agreement must be in writing and signed by Landlord and Tenant.

Effective as of the date first set forth above.

