

Bigelow Rentals / Residential Rental Agreement

This Residential Rental Agreement for the Premises identified below is entered into by and between Landlord and Tenant (referred to in the singular whether one or more) on the following terms and conditions:

TENANT (adults and children) **LANDLORD:** «Landlord»

Tenant 1 «Tenant_1» Tenant 2 «Tenant_2»

Tenant 3 «Tenant_3» Tenant 4 «Tenant_4»

Additional occupants under the age of eighteen (18) residing in the Premises: «Additional_Occupants»

PREMISES: Building Address: «Address»

TERM: For a term of «Term» months beginning on «Beginning_Date» and ending on «Ending_Date»

Note: An Agreement for a fixed term expires without further notice. If tenancy is to be continued beyond this term, parties should make arrangements for this in advance of the expiration. See section labeled "Notice to Vacate"

Tenant agrees to pay the following amounts: Rent \$ «Monthly_Rent», Pet Rent \$ «Pet_Rent», Other: \$ «Other_Amount», for «For» for the Total Sum of \$ «Total_Sum_per_Month», per month to be received by the 1st day of each month.

If rent is received after the 5th day, Tenant shall pay a late fee of \$ «Late_Fee_Amount»

RENT: Made Payable to «Landlord» at 1216 N Buchanan St Green Bay WI 54303

AGENT for collection of rents «Landlord» 1216 N Buchanan St Green Bay WI 54303 920-494-8864 info@bigelowrentals.com

AGENT for service of process: «Landlords» 1216 N Buchanan St Green Bay WI 54303 920-494-8864 info@bigelowrentals.com

AGENT for management and maintenance: «Landlord» 1216 N Buchanan St Green Bay WI 54303 920-494-8864 info@bigelowrentals.com

Rent may be paid by the following methods: Personal Check, Money Order, Certified or Cashier's Check or Bigelow Rentals' 3rd Party payee, Zego.

NO CASH PAYMENTS ACCEPTED / Charges incurred by Landlord for Tenant's returned checks are payable by Tenant.

All tenants, if more than one, are jointly and severally liable for the full amount of any payments due under this Agreement.

Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this agreement.

Utility Charges	Box	Electric	Gas	Heat	Hot Water	Water/Sewer	Trash/Recycling
Landlord	«Landlord_Electric»	«Landlord_Gas»	«Landlord_Heat»	«Landlord_Hot_Water»	«Landlord_Water_Sewer»	«Landlord_TrashRecycling»	
Tenant(s)	«Tenant_Electric»	«Tenant_Gas»	«Tenant_Heat»	«Tenant_Hot_Water»	«Tenant_Water_Sewer»	«Tenant_TrashRecycling»	

SECURITY DEPOSIT: Upon execution of this agreement, tenant shall pay a security deposit in the amount of \$ «Security_Deposit» to be held by Landlord's agent. The deposit, less any amounts legally withheld, will be returned to Tenant's last known address within twenty-one (21) days after any event set forth in Wis. Stat. §704.28(4). If any portion of the deposit is withheld, Landlord must provide Tenant with a written statement accounting for amounts withheld. The statement shall describe each item of physical damage or other claim made against the security deposit, and the amount withheld as reasonable compensation for each item or claim. If repair costs are not known within twenty-one (21) days, Landlord may use a good faith estimate in the written accounting. The reasonable cost for tenant damage, waste, or neglect of the premises, normal wear and tear excluded, may be deducted from Tenant's security deposit as well as any amounts set forth in Wis. Stat. §704.28(1). Tenant may not use the security deposit as payment for the last month's rent without the written permission of Landlord.

DEDUCTIONS FROM PRIOR TENANT'S SECURITY DEPOSIT: Tenant is hereby notified that Tenant may do any of the following within seven(7) days after the start of their tenancy: (a) inspect the unit and notify Landlord of any pre-existing damages or defects; and (b) request a list of physical damages or defects, if any, charged against the previous Tenant's security deposit. If such a request is made by Tenant, Landlord will supply tenant with a list of all physical damages and/or defects charged against the previous tenant's security deposit regardless of whether or not those damages or defects have been repaired. Said list will be provided to Tenant within thirty (30) days from when the request was received or within seven (7) days after Landlord notifies the previous tenant of the security deposit deductions, whichever occurs later. Landlord need not disclose previous tenant's identity, nor the amount deducted from the previous tenant's security deposit. Landlord will provide Tenant with a Check-In/Check-Out sheet. Should tenant fail to return it to Landlord within seven (7) days after the start of the tenancy, Tenant will be considered to have accepted the Premises without any exceptions.

RULES: Landlord may make reasonable Rules and Regulations governing the use and occupancy of the Premises or the building in which it is located, common areas, and the surrounding grounds. ("rental property"). Any failure by Tenant to substantially comply with the Rules and Regulations will be a breach of this Agreement. Landlord may amend the Rules and Regulations to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the Premises or rental property. No such amendments may unreasonably interfere with Tenant's use and enjoyment of the Premises or the rental property of which it is a part. A copy of the Rules and Regulations, if applicable, have been given to Tenant at the time of the signing of this Agreement.

NOTICE TO VACATE: Lease for Term: 30 day written notice is required to terminate a lease for term. Both Landlord and Tenant should discuss prior to the end of the original lease term whether or not they wish to continue the tenancy beyond the original lease term and if so, enter into a new rental agreement accordingly. Month-to-Month Tenancy: Written notice must be received by the other party at least twenty-eight (28) prior to the ending of a month-to-month tenancy. A month-to-month tenancy may only be terminated at the end of a rental period. The rental period runs from the first day of a calendar month through the last day of the calendar month.

CONTROLLING LAW: Landlord and Tenant understand their rights and obligations under the Agreement and that they are subject to the laws of Wisconsin, including Wis. Stat. § 704 and §. 799, Wis Admin. Code §ATCP 134, and applicable local ordinances. Both parties shall obey all governmental orders, rules, and regulations related to the Premises, including local housing codes.

CONDITION OF PREMISES: Tenant has had the opportunity to inspect the premises and has determined that it will fulfill Tenant's needs and acknowledges that the Premises is in good and satisfactory condition, except as noted in the Check-In/Check-Out form provided to Tenant, prior to taking occupancy. Tenant agrees to maintain the Premises during tenant's tenancy and return it to Landlord in the same condition as it was received less normal wear and tear. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Sata. §950.02(4), of that crime.

POSSESSION AND ABANDONMENT: Landlord shall give Tenant possession of the Premises as provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Agreement, including any extension or renewal, or its termination, in accordance with its terms and the law. A Tenant will be considered to have surrendered the Premises on the last day of the tenancy provided under this Agreement, except that, if Tenant vacates before the last day of the tenancy, and gives Landlord written notice that Tenant has vacated, surrender occurs when Landlord receives the written notice that Tenant has vacated. If the Tenant mails the notice to Landlord, Landlord is deemed to have received the notice on the second day after mailing. If Tenant vacates the Premises after the last day of the tenancy, Surrender occurs when Landlord learns that Tenant has vacated. If Tenant abandons the Premises before expiration or termination of this Agreement or its extension or renewal, or if the tenancy is terminated for Tenant's breach of this Agreement, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less actual costs of re-rental, toward Tenant's obligations under this Agreement. Tenants shall remain liable for any deficiency as allowed by law.

ABANDONED PROPERTY: If Tenant vacates or is evicted from the Premises and leaves personal property, Landlord may presume, in the absence of a written agreement between Landlord and Tenant to the contrary, that Tenant has abandoned the personal property and Landlord may dispose of it in any manner that Landlord, in Landlord's sole discretion, determines is appropriate. Landlord will not store any items of personal property that Tenant leaves behind when Tenant vacates or is evicted from the Premises, except for prescription medicine or prescription of medical equipment, which will be held for seven (7) days from the date of discovery. If Tenant abandons a manufactured or mobile home or titles vehicle, Landlord will give Tenant and any other secured party that Landlord is aware of, written notice if intent to dispose of said property by personal service, regular mail, or certified mail to Tenant's last known address prior to disposal.

TIME IS OF THE ESSENCE: As to delivery of possession of Premises to Tenant, completion of repairs promised in writing in the Agreement or before; vacating of the Premises, return of Landlord's property, payment of rent, performance of any act for which a date is set in the Agreement or by law.

Time is of the essence, which means that a deadline must be strictly followed.

SPECIAL PROVISIONS:

RENTAL DOCUMENTS: Landlord has given Tenant a copy of the Residential Rental Agreement as well as any Rules and Regulations, if applicable, for review prior to entering into this Agreement and prior to accepting any earnest money or security deposit. PETS AND WATER BEDS ARE NOT PERMITTED UNLESS INDICATED OTHERWISE IN WRITING.

A Check-In/Check-out sheet or similar must be provided by the Landlord and filed out by Tenant to be returned to Landlord within seven (7) days. This verifies the condition of the Premises upon occupancy as required by Wis. Stat. § 704.08.

EMERGENCY CONTACT: Name: Phone: Relationship:

NOTE: SIGNING OF THIS AGREEMENT CREATES LEGALLY ENFORCEABLE RIGHTS WHEN SIGNED BY BOTH PARTIES.

OWNER / AGENT OF OWNER : Signature: Date:

Print Name:

TENANT(S):

Signature:

Date:

Signature:

Print Name:

Date:

Print Name:

Signature:

Date:

Signature:

Date:

Use of Premises: Tenant shall use the Premises or rental property for residential purposes only. Operating a business, including but not limited to, providing childcare for children not listed as occupants in this agreement, is prohibited. Neither party may: (1) make or knowingly permit use of the Premises or rental property for any unlawful purpose; (2) engage in activities which unduly disturb neighbors or tenants; and/or (3) do, use, or keep in or about the Premises or rental property anything which would adversely affect coverage under a standard fire and extended insurance policy. Nothing in this section authorizes Landlord to terminate the tenancy of a Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by Wis. Stat. § 950.02(4), of that crime.

Guests: Tenant may have guests residing temporarily in the Premises does not interfere with the quiet use and enjoyment of other tenants and if the number of guests is not excessive for the size of the facilities of the Premises. Unless prior written consent is given by Landlord, Tenant may not have any person who is not listed on this Agreement reside in the Premises for more than fourteen (14) non-consecutive days within (1) year period or for more than three (3) consecutive days within (1) month period. Tenant shall be liable for any property damage, waste, or neglect of the Premises or rental property, that is caused by the negligence or improper use by Tenant, Tenant's household members, guests, and/or invitees. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim as defined in Wis. Stat. § 950.05(4), of that crime.

NON-LIABILITY OF LANDLORD: Landlord, except for its intentional or negligent acts or omissions, shall not be liable for injury, loss, or damage which Tenant may sustain from any of the following: (a) theft, burglary, or other criminal acts committed by a third-party in or about the Premises or rental property; (b) delay or interruption in any service from any cause whatsoever; (c) fire, water, rain, frost, snow, gas, odors, or fumes from any source whatsoever; (d) injury or damages caused by bursting or leaking pipes or the back up of sewer drains or pipes; (e) disrepair or malfunction of the Premises or rental property, appliances, or other equipment unless Landlord was provided with prior written notice of the problem by Tenant. Tenant holds Landlord harmless from any claims or damages resulting from any intentional or negligent acts or omissions of Tenant, Tenant's household members, guests, invitees, and/or other third-parties, including other tenants. Nothing in this Agreement should be construed to relieve Landlord from any liability for property damage or personal injury caused by the intentional or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injury arising from causes clearly beyond Tenant's control, or for property damage caused by natural disasters or by persons other than Tenant or Tenant's guests or invitees.

CRIMINAL ACTIVITY PROHIBITED: Tenant, any member of Tenant's household, guest, or invitee shall not engage in or allow others to engage in any criminal activity, including drug-related criminal activity, in the Premises or on the property. Pursuant to Wis. Stat. § 704.17(3m), Landlord may terminate the tenancy of Tenant, without giving Tenant and opportunity to remedy the default, upon notice requiring Tenant to vacate on or before date at least five (5) days after the giving of the notice, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or a member of Tenant's household engages in any of the following: (a) criminal activity that threatens the health and safety of, or right to peaceful enjoyment of the Premises by, other tenants; (b) criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises; (c) criminal activity that threatens the health or safety of Landlord or an agent or employee of Landlord; (d) drug-related criminal activity, which includes the manufacture or distribution of a controlled substance, on or near the Premises. Nothing in this s), of an authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined, in Wis. Stat. § 950.02 (l), of that crime. It is not necessary that there has been an arrest or conviction for criminal activity or drug-related criminal activity.

CRIME VICTIM PROTECTIONS: Nothing in this Agreement authorizes Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950-02 (4), of that crime.

RENTERS INSURANCE RECOMMENDED: Landlords recommend that Tenant purchase Renter's insurance to protect Tenant's personal property and to protect Tenant from any liabilities while living at the property. Tenant understands that if they do not purchase Renters insurance that Tenant may not have any insurance coverage should Tenants' belongings be damaged for should Tenant be held liable to a third party and/or Landlord.

NOTICE OF DOMESTIC ABUSE PROTECTIONS:

- As provided in Wis. Stat § 106.50 (5m) (dm), 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: (a) A person who was not the tenant's invited guest, (b) A person who was the tenant's invited guest, but the tenant has done either of the following: (i) Sought an injunction barring the person from the Premises, (2) Provided a written statement to the landlord stating 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.
- 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 Wis. Stat. § 704.16. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
- 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

REPAIRS: Any promise by Landlord, made before execution of this Agreement, to repair, clean, or improve the Premises, including the promised date of completion, will be listed in this Agreement or in a separate addendum to this Agreement. Time being of the essence as to completion of repairs does not apply to any delay beyond Landlord's control. Landlord shall give timely notice of any delay to Tenant. **COMPLIANCE WITH WIS.STAT. § 704.44:** Nothing in this Agreement authorizes Landlord to do anything that would be a violation of Wis. Stat. § 704.44 or ATCP §134.08

RESPONSIBILITY FOR UTILITIES: Tenant must maintain, and will be responsible for the cost of, all utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. **ELECTRONIC DELIVERY OF CERTAIN INFORMATION/DOCUMENTATION:** Landlord may, but is not required to, provide the following information and/or documentation to Tenant via electronic means: (a) a copy of the rental agreement and any documents related to the rental agreement; (b) a security deposit and any documents related to the accounting and disposition of the security deposit and security deposit refund; (c) any promise to clean, repair, or otherwise improve any portion of the Premises made by Landlord prior to entering into this Agreement with Tenant, (d) advance notice of entry to inspect, make repairs, or show the Premises to prospective tenants or purchasers.

ASSIGNMENT OR SUBLEASE: Tenant shall not assign this Agreement or sublet the Premises, or any part of the Premises, without the prior written consent of Landlord. This prohibition includes, but is not limited to, short-term rentals and/or vacation rentals through websites like Airbnb, HomeAway or VRBO.

MODIFICATIONS AND TERMINATION: This agreement may be terminated or modified by written agreement of Landlord and Tenant. The parties may terminate this Agreement and enter into a new Agreement instead of renewing it. Assigning it or subleasing the Premises.

SEVERABILITY OF RENTAL AGREEMENT PROVISIONS: The provisions of this Agreement are severable. If any provision of this Agreement is found to be void or unenforceable, the unenforceability of that provision does not affect the other provisions that can be given effect without the invalid provisions.

NON-WAIVER: Any failure to act by Landlord with regard to any specific violation or breach of any term of this Agreement by Tenant shall be considered temporary and does not waive Landlord's right to act on any future violation or breach by Tenant. Landlord, by accepting payment from Tenant for rent or any other amount owed, is not waiving its right to enforce a violation or breach of any term of this Agreement by Tenant.

DANGEROUS ITEMS AND ACTIVITIES PROHIBITED: Tenant, any member of Tenant's household, guest, or invitee shall not possess or use on the Premises or rental property the following items including, but not limited to, swimming or wading pools, trampolines, slip 'n slides or any other water recreation devices, air, pellet or BB guns/rifles, explosives, fireworks, sparklers, candles, space heaters or any other items that, in the opinion of Landlord, create an unreasonable risk of injury or damage, without the prior written consent of Landlord.

MAINTENANCE: Pursuant to Wis. Stat. § 704-07, Landlord shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall maintain the Premises under Tenant's control in a clean manner and in as good of a general condition as it was at the beginning of the term or as subsequently improved by Landlord, normal wear and tear excluded. Tenant shall not physically alter redecorate the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything which substantially affects the exterior appearance of the Premises or the property in which it is located, unless otherwise allowed under the rules unless Landlord has granted prior written approval. Landlord shall keep the heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heat to prevent damage to the Premises and the building in which it is located. Nothing in this agreement should be construed to relieve landlord from liability for property damage or personal injury caused by the international or negligent acts or omissions of Landlord, or to impose liability on Tenant for personal injuries arising from causes clearly beyond Tenant's control, or for property damage caused by natural disasters, or by persons other than Tenant or Tenant's guests or invitees. In addition, nothing in this Agreement should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined by § 950.05 (4), of that crime. Nothing in this Agreement should be construed to allow Landlord to evict or exclude Tenant from the Premises other than by the judicial eviction procedures as set forth in Chapter 799 of the Wisconsin Statutes.

PAYMENT FOR DAMAGE: Tenant is responsible for any damage, waste, or neglect caused by Tenant, Tenant's household members, guests, or invitees including, but not limited to, damage, waste, or neglect to the Premises or rental property. Tenant must pay Landlord for any costs to repair or replace any damage, waste, or neglect within ten (10) days of demand. Tenants may be required to pay estimated repair costs before work begins. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for causing damage, waste, or neglect. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with the Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

REIMBURSEMENT TO LANDLORD: If Tenant fails to pay any amounts that Tenant is responsible for under this Agreement, Landlord has the option, but is not required to, pay said amounts on behalf of Tenant and demand reimbursement. Reimbursement must be made within ten (10) days of demand. Reimbursement after Landlord's demand does not waive Landlord's right to terminate Tenant's tenancy for failing to pay said amounts initially. Nothing in this section authorizes Landlord to terminate the tenancy of Tenant or hold Tenant responsible for damages based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is a victim, as defined in Wis. Stat. § 950.02(4), of that crime.

NO MODIFICATIONS TO PREMISES: Tenant may not make any modifications to the Premises or rental property without the prior written consent of Landlord. Modifications include, but are not limited to, removal of any fixtures, painting of any rooms, installation of blinds or other window coverings, drilling of holes, mounting of flat-screen televisions to the wall, building of any additions, installation of any satellite dishes, or any modifications that would be attached to the ceiling, floor, or walls of the Premises. This restriction does not apply to the hanging of photographs, paintings, or related items within reason. If Tenant violates this provision Tenant will be charged the actual costs incurred by Landlord to return the Premises to its original condition. Payment of said costs by Tenant does not waive Landlord's right to terminate Tenant's tenancy for violating this provision.

EXTERMINATION COSTS: Tenant will be responsible for the costs of extermination or removal of any insects, pests, or rodents that are found on the Premises, and which are the result of Tenant's (or any member of the Tenant's household, Tenant's guests, or invitees) acts, negligence, failure to keep the Premises clean, failure to remove garbage and waste, and/or improper use of the Premises. **ENTRY OF LANDLORD:** Landlord may enter the Premises occupied by Tenant, with or without Tenant's consent, at reasonable times upon twelve (12) hours advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without providing the other party keys. Improper denial of access to the Premises is a breach of this Agreement.

BREACH AND TERMINATION: Failure of either party to comply substantially with any material provision is a breach of this Agreement. Should Tenant neglect or fail to perform and observe any of the terms of this Agreement, Landlord shall give Tenant written notice of the breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least five (5) days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare the tenancy terminated and proceed to evict Tenant from the Premises, without limiting the liability of Tenant for the rent due or to become due under this Agreement. If Tenant has been given such notice and remedied the breach or been permitted to remain in the Premises, and within one (1) year of such previous breach, Tenant breaches the same or any other covenant or condition of this Agreement, this Agreement may be terminated, if Landlord gives notice to Tenant to vacate on or before a date at least fourteen (14) days after the giving of the notice as provided in Wis. Stat. § 704-17. The above does not apply to the termination of tenancy pursuant to Wis. Stats. §§ 704.16(3)m 704.17(2), and 704.17(9)m). The language in this section shall apply to any lease for a specific term and does not apply to a month-to-month tenancy. If Landlord commits a breach, Tenant has all rights and remedies as set forth under the law, including Wis. Stats. §§ 704.07 (4) and 704.45 and Wis. Admin. Code § ATCP 134. Nothing in this section should be construed to authorize Landlord to terminate the tenancy of Tenant based solely on the commission of a crime in or on the Premises or rental property if Tenant, or someone who lawfully resides with Tenant, is the victim, as defined in Wis. Stat. § 950.02(4), of that crime.

RENT: Unless otherwise agreed by Landlord, all rental payments must be from Tenant or Co-signer's account. Third-party checks will not be accepted. If any of Tenant's rent payments are returned due to insufficient funds or for any other reason, Landlord may demand that all future payments be made via certified funds. All late fees, security deposit, utility charges, or any other monetary amount set forth under this Agreement are to be considered and defined as "rent".

CODE VIOLATIONS AND ADVERSE CONDITIONS: There are no code violations or other conditions affecting habitability of the Premises or rental property unless indicated otherwise in writing.

DAMAGE BY CASUALTY: If the Premises or rental property is damaged by fire or other casualty ("the casualty") to a degree which renders it untenable, and if, in Landlord's sole discretion, the repairs can be completed in a reasonable period of time, this Agreement will continue but rent will abate until the Premises is restored to a condition comparable to its condition prior to the casualty. Tenant's liability for rent will not abate if the casualty was caused in any part by the negligence or intentional acts of Tenant, Tenant's household members, guests, or invitees. Tenant may be required to vacate the Premises during repairs. If, in Landlord's sole discretion, the Premises or rental property cannot be repaired in a reasonable period of time, this Agreement will terminate as of the date of the casualty. If, after the casualty, the Premises or rental property remain tenable, Landlord will complete repairs as soon as reasonably possible.