



NONSTANDARD RENTAL PROVISIONS

THIS DOCUMENT IS HEREBY INCORPORATED INTO AND MADE PART
OF THE ACCOMPANYING RENTAL AGREEMENT

Address: _____

In addition to the standard security deposit deductions allowable under ATCP 134, the undersigned parties agree that this Lease Addendum lists further allowable claims against the security deposit (if not paid by the Tenant by the end of tenancy).

Please Initial Your Acceptance of Each Item.

- _____ 1. Unpaid late fees. Late fees are due immediately when incurred but if not paid will be deducted from the security deposit.

- _____ 2. Unpaid fees for checks returned from the bank not negotiated, at a rate of \$_____.
Any check returned due to insufficient funds (NSF) or otherwise not clearing the bank upon initial deposit. The Landlord reserves the right to refuse payment by check if a check is returned. Any returned check fees are due immediately when incurred but if not paid will be deducted from the security deposit.

- _____ 3. Municipal code citations, charges to the Premises for trash, recycling or litter violations, building code and fire code violations due to Tenants or Tenant's guests.

- _____ 4. All charges related to the cost of re-keying if locks need to be changed for lockouts. Tenants is responsible for notifying Landlord if any lock is not in proper working order or not in acceptable condition. Tenants are responsible for using locks properly. In the event a tenant loses a key, and requests lock to be changed, tenant shall pay all the costs. Tenant may not gain entry by breaking into the premises or by otherwise damaging the premises. At the need of the lease term, time is of the essence in regards to key return by tenant. All apartment and other keys, including garage door opener, must be delivered together to Landlord at or before the Check-out time. Any keys not returned to Landlord at or before the time of Check-out, or left in the unit at time of check-out, will result in a re-key charge of \$100.00 for the first lock and \$50.00 for each additional lock or the locksmiths invoice whichever is greater. Mailbox re-keys are the locksmiths invoice.
In the event tenant requests Landlord to unlock an apartment or other door for any reason, tenant agrees that they can be charged \$30.00 during normal business hours (call ahead to be sure we are in), and \$50.00 during non-business hours. Tenant understands that the Landlord is not under any obligation to unlock the door at any time. If you do become locked out of your apartment our only approved vendor is **American Lock and Key 608.782.7777** and you can pay them directly. If for any other reasons you request your locks to be changed or re-keyed tenants is responsible for the costs. **Keys may not be copied without Landlord permission.**

- _____ 5. Damage to Landlord's personal property or common areas of the building by Tenant and Tenant's guests.

- _____ 6. Charges for sub-letting, or re-letting in an effort to mitigate Tenant's damages if Tenant vacates Premises prior to the lease end, including showing costs, advertising and lower rent accepted by the Landlord. Current charge is \$30.00 per hour. (Subject to change with notice)

- _____ 7. All charges for cleaning the premises beyond normal wear and tear. You agree that the apartment will be cleaned and ready for the next occupant. If the apartment is not cleaned, we may deduct actual costs of performing cleaning services, either with an outside cleaning company or by our staff.
- _____ 8. Tenant agrees to arrange with Xcel Energy to have utilities switched over to tenant's responsibility from the first date on the lease until the last date on the lease. Any bill received by Landlord for utilities (not hooked up on time or stopped too soon) tenant agrees to pay those charges.
- _____ 9. Tenant agrees that, because the apartment is non-smoking, they will be fined \$100.00 plus the cost of apartment re-painting if it is found that smoking has been or is being allowed in the apartment.
- _____ 10. Tenant will be given thirty (30) days in which to pay their water/sewer/storm sewer bill to Landlord. After thirty (30) days and each subsequent thirty days, a \$5.00 late charge will be added to the payment due.
- _____ 11. Tenant agrees they can be fined \$25.00 per occurrence, plus the cost of cleanup, for allowing or leaving litter, trash (cigarette butts), pet feces or the like around their apartments. This includes leaving garbage cans; recycle bins or any unsightly object outside the apartments.
- _____ 12. Tenant agrees, unless noted in move-in report and verified by management, to have carpets professionally steam cleaned on the day they move out. (This can and must be done only by a vendor approved by management; tenants may not do their own). A receipt must be provided the Landlord or the tenant agrees the cost can be withheld from the security deposit.
- _____ 13. Any charges related to having a pet.
- _____ 14. No tape, adhesives, nails, pins, fasteners or hangers of any kind on the woodwork, doors, windows, door and window casing, ceilings, cabinets, light fixtures, appliances and floors. All repairs and repainting to repair unauthorized items in this paragraph may be charged against the security deposit. Small finishing nails are the only authorized item to be used to hang items on the walls. DO NOT attempt to repair any holes left from removing those nails, repairs can only be done by Landlord when you move. (So use nails sparingly) Any holes made by anything other than small finishing nails those repairs may be charged against your security deposit.
- _____ 15. All light bulbs, light fixtures and appliances are in good working condition. If appliances need repair resulting from tenant abuse or neglect, the tenant is responsible for the reasonable cost of those repairs. Tenants are not allowed to make repairs of any kind without approval of the Landlord. All charges above may be charged against the security deposit
- _____ 16. Tenant shall obtain a plunger for their own use. Responsibility for unplugging toilet or toilets caused from excessive paper or waste and/or foreign objects dropped in the toilet are the tenant's responsibility. If plumbing repairs or unplugging is needed caused by events not known to or not responsible of the Landlord, please call Coulee Region Mechanical 608.783.6950 to service your problem and pay them directly for their work. If this plumber is not available; please call the management office for an additional reference. All charges incurred by Landlord may be charged against the security deposit.
- _____ 17. Tenants are fully responsible to keep sidewalks and one car length in front of garage free and clear of any hazards' including but not limited to snow and ice. Tenant agrees that if they do not have snow and ice clear from sidewalk and car length area in front of garage within 48 hours after snowfall or freezing rain Landlord will have those areas cleared and salted and tenant will be charge the cost for the work.

_____ 18. Tenants shall be held liable for any loss of rent incurred by Landlord and all other damages including hotel and meal costs incurred by Landlord for failure to leave premises in tentantable status.

_____ 19. All tenants, if more than one person, **are jointly and severally liable** for the full amount of any payments due under the lease. Acceptance of partial delinquent payments does not constitute a waiver of that default or any other default under this lease. Acceptance of individual tenant payments or taking other action against one or more tenants does not constitute a waiver of tenants joint and several obligations.

_____ 20. The following furnishings have been provided by the Landlord. (Strike if not applicable) Stove, refrigerator, dishwasher, window blinds, central air, light fixtures and ceiling fans.

_____ **Landlord's Right to Enter** - Tenant hereby grants the Landlord the right to enter into the premises during normal business hours when tenant has made a maintenance request whether in writing or verbally.

ATCP 134.06 (3) (a) Landlord may withhold from a tenant's security deposit only for the following: 1. Tenant damage, waste or neglect of the premises. 2. Unpaid rent for which the tenant is legally responsible, subject to s. 704.29, Stats. 3. Payment which the tenant owes under the rental agreement for utility service provided by the landlord but not included in the rent. 4. Payment which the tenant owes for direct utility service provided by a government owned utility, to the extent that the landlord becomes liable for the tenant's nonpayment. 5. Unpaid mobile home parking fees which a local unit of government has assessed against the tenant under s. 66.0435 (3), Stats., to the extent that the landlord becomes liable for the tenant's nonpayment. 6. Other reasons authorized in the rental agreement according to par. (b).

(b) A rental agreement may include one or more nonstandard rental provisions which authorize a landlord to withhold from tenant's security deposit for reasons not identified under par. (a).The landlord shall include the nonstandard provisions, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord provides to the tenant. The landlord shall specifically identify and discuss each nonstandard provision with the tenant before the tenant enters into any rental agreement with the landlord. If the tenant signs or initials a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and that the tenant has agreed to it.

In witness whereof, these parties have executed this addendum to the lease:

Landlord/Agent _____ **Date** _____

Resident

Resident

Resident

Resident