

# 1. NONSTANDARD RENTAL PROVISIONS

## 1.1 GARBAGE/TRASH REMOVAL:

If Tenant, Tenant's family, or Tenant's guests leave garbage or trash in a hallway, outside of door of unit or in any other common areas of building or yard not designated for the deposit of garbage or trash, Tenant may be assessed a **fee of \$50 plus the actual costs incurred by Landlord** to have the garbage or trash removed. Such fees and actual costs will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

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## 1.2 FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:

It is the Tenant's responsibility to separate all recyclable materials and deposit same in the appropriate containers as required by law or local ordinance. If Tenant fails to separate recyclable materials and deposit them in the appropriate containers Tenant may be assessed a **fee of \$50 plus the actual costs incurred by Landlord** to have the recycling removed. Such fees and actual costs will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

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## 1.3 LAWN MOWING/SNOW REMOVAL:

Unless otherwise noted, the Tenant is responsible for basic grounds maintenance including mowing, weed removal, fall pickup, snow removal, and other normal grounds maintenance tasks. If Tenant fails to mow the lawn, shovel walkways or complete other maintenance tasks within a reasonable time frame, as defined by Landlord, then Tenant may be assessed a **fee of \$50 plus the actual cost incurred by Landlord to have the above completed. Tenant will also be held responsible for payment of any municipal fines or other costs imposed on Landlord due to Tenant's failure to comply with law or local ordinance regarding lawn mowing and snow removal.** Such fees and actual costs will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

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## 1.4 PARKING:

Tenant may park his/her vehicle/s in the designated area or space as set forth in the Lease. If Tenant parks vehicle anywhere other than the designated areas or space, then **Tenant may be assessed a fee of \$50 for each day that the vehicle is parked in a non-designated space.** Disabled vehicles and vehicles in the process of being repaired may not be kept on the property and the above-mentioned fee will also be assessed against the Tenant for each day that this rule is not followed. Tenant will also ensure that any and all visitors of Tenant follow the above provisions or risk being assessed the above-mentioned fees. Such fees and actual costs will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Any vehicle not parked in designated areas is liable to be removed from the property without notice, and with all applicable fees to be levied against vehicle owner. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays

the relevant fees.

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#### 1.5 FAILURE TO PERMIT ACCESS TO UNIT:

If Tenant fails to permit access to unit by Landlord, after Landlord has properly complied with all notice provision set forth in chapter 704 of Wisconsin Statutes and Wisconsin Administrative Code, chapter ATP 134, **Tenant may be assessed a fee of \$100 for each instance that Tenant denies Landlord access. Tenant will also be liable for any damages or costs incurred by Landlord as a result of Tenant's failure to allow Landlord access to unit.** Such fees and actual costs will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

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#### 1.6 PEST REMOVAL OR PROFESSIONAL SERVICES

Tenant shall be responsible for taking precautionary and proactive steps to minimize chance of pests inhabiting the Property. These steps include taking out trash on a daily basis, keeping all surfaces clear of consumables or other food sources, picking up after pets, and utilizing pest traps and chemicals when necessary. If Landlord has reason to believe that Tenant is the source or otherwise a supporting factor of a pest issue, then **Tenant may be assessed a fee of up to \$800 per occurrence.** The amount and assessment of such a fee to be at Landlord's sole discretion. If assessed, such fees will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

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#### 1.7 SMOKE AND CARBON DETECTORS

Removing or tampering with smoke or carbon dioxide detectors is expressly forbidden. If Landlord has reason to believe that Tenant has removed or damaged detectors, then **Tenant may be assessed a fee of up to \$100 per occurrence plus the actual costs incurred by Landlord to replace missing or damaged detectors.** The amount and assessment of such a fee to be at Landlord's sole discretion. If assessed, such fees will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

#### 1.8 NO SMOKING AND NO DISTURBANCES

Smoking is expressly forbidden inside the property and within 25 feet of the property. If Landlord has reason to believe that Tenant is smoking inside their unit or inside the building, then **Tenant may be assessed a fee of up to \$300 per occurrence.** The amount and assessment of such a fee to be at Landlord's sole discretion. If assessed, such fees will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

Tenant also agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another Tenant and/or neighbor. Said noise and/or activity shall be a breach of this agreement. A singular complaint from any neighbor may be considered a disturbance and is valid grounds for termination of this Lease as well as application of fees.

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#### 1.9 RESPONSIBILITY FOR LOCKS, KEYS, GARAGE DOORS, AND OPENERS:

Removing or tampering with keys, locks, entry systems, or security systems is expressly forbidden. If Landlord has reason to believe that Tenant has removed or damaged any of these systems or items, then **Tenant may be assessed a fee of up to \$100 per occurrence plus the actual costs incurred by Landlord to resolve the issue.** The amount and assessment of such a fee to be at Landlord's sole discretion. If assessed, such fees will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

Furthermore, if Tenant fails upon leaving to return all keys and garage door openers provided by Landlord at the beginning of tenancy, then **Tenant may be assessed a fee of \$100.** This includes all keys, locks, and openers, including but not limited to mailbox, laundry, garage, unit, and storage keys. Such fees will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit.

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#### 1.10 LIEN AGAINST PERSONAL PROPERTY:

If Tenant leaves the premises and abandons any personal property, the Landlord may store the property, on or off the premises, and take a lien against the property for the actual and reasonable cost of removal of the property and reasonable cost of both the removal and storage of the property if applicable. Any abandoned medicine or medical equipment is not subject to said lien and Landlord will promptly return such items to the Tenant upon request.

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#### 1.11 FAILURE TO LEAVE FORWARDING ADDRESS:

If Tenant leaves the property without providing the Landlord with a forwarding address then the Landlord is allowed to send any and all notice or communication to the Tenant by mail to the Tenant's last known address.

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#### 1.12 RECEIPT FOR RENT:

If the Tenant pays rent in cash the Landlord shall give the Tenant a written receipt stating the nature and amount of the payment. The Landlord does not have to provide a written receipt to Tenant for any non-cash rental payments, including but not limited to those made by check, money order, or card.

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### 1.13 NOTICE OF CHANGE OF PERSONS AUTHORIZED TO COLLECT RENT, MANAGE PROPERTY, AND ACCEPT SERVICE OF LEGAL PROCESS:

In your Lease the Landlord has identified the name and address of the person authorized to collect your rent, manage and maintain the property and the person authorized to accept service of legal process and other notices or demands on behalf of the owner. If those identified persons should change or have a change of address, the Landlord will provide you with written notice of any such change within ten (10) business days after the change occurs.

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### 1.14 LANDLORD'S ACCESS TO UNIT:

Landlord may enter Tenant's unit at reasonable times and upon proper advance notice for any of the following reasons: (a) to inspect the property (b) to make repairs; or (c) to show the property to prospective tenants or purchasers. Landlord may enter the unit for the amount of time reasonable required to complete the above. Advance notice means at least twelve (12) hours advance notice unless Tenant, upon being notified of the proposed entry, consents to a shorter time period. The above does not apply to the Landlord's entry of the unit if any of the following apply: (a) the Tenant, knowing the proposed time of entry, requests or consents in advance to the entry; (b) a health or safety emergency exists; (c) the Tenant is absent from the unit and the Landlord reasonably believes that entry of the unit is necessary to protect the property from damage; (d) the Tenant has requested maintenance or repairs and Landlord must enter the unit to serve such requests. Landlord will announce his/her presence to persons who may be present in the unit; Landlord will identify himself/ herself upon request. Tenant's impedance of this provision, including but not limited to Tenant's refusal to allow entry, is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

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### 1.15 UTILITIES AND RATIO UTILITY BILLING SYSTEM

All utilities, unless otherwise noted, are the full responsibility of the Tenant.

Utilities paid for by Landlord, and included as part of this Lease, have limited budgeted usage maximums associated with each respective billing cycle. Ratio Utility Billing System, also known as RUBS, is the general system used for applying pro rata charges (based on the ratio of bedrooms) for overages caused by consumption beyond the defined amounts as outlined below.

**When heat is noted as an included utility, units will be allotted a maximum monthly energy budget of \$50 per bedroom.** Any utility bills that surpass the monthly budgeted amount may have overages allocated to the Tenant on a pro rata basis depending on number of bedrooms. As an example, a 3 bedroom unit in a 4-unit building (with all 3 bedroom units) will have a maximum of \$150 per month in budgeted energy. This is \$600 total per month for the shared utility across all units. If the energy bill for any given month exceeds this budgeted amount, then the difference is applied to each unit based on number of bedrooms. So, in the case of a bill in the amount of \$700, each unit would be responsible for \$25 to make up for the \$100 overage.

**When water and sewer is noted as an included utility, units will be allotted a maximum quarterly water and sewer budget of \$50 per bedroom.** Any utility bills that surpass the quarterly budgeted amount will have overages allocated to each unit on a pro rata basis depending on number of bedrooms. As an example, a 2-bedroom unit in a 2-unit building (the other unit having 3 bedrooms) will have a maximum of \$100 per quarter in budgeted water and sewer charges. For the entire building, there is \$250 in total budget per quarter (\$100 from 2 bedroom unit and \$150 from 3 bedroom unit). If the water and sewer bill for any given quarter exceeds this budgeted amount, then the difference is applied to each unit based on number of bedrooms. So, in the case of a bill in the amount of \$300, there is a \$50 overage, and the 2 bedroom unit is responsible for two-fifths (40%) of the overage amount. This amounts to an additional \$20 charge for the 2 bedroom and \$30 for the 3 bedroom.

**If, and when, a utility is the responsibility of the Tenant, but the Property is part of a multi-unit building, or otherwise shares metering services with other individuals, then the bill will be paid directly by the Landlord and the pro rata amount will be charged to the Tenant's ledger based on the allocation methods similar to those previously mentioned and partially defined by the number of bedrooms for each occupied unit.** As an example, a single-family-home tenant is responsible for the entirety of the bill. In a duplex, with 2 bedrooms downstairs and 3 bedrooms downstairs. The residents will have the bill split into proportions of 2/5 and 3/5 of the entire bill, respectively. If the upstairs unit was vacant for the entirety of the billing period, then the downstairs tenant is responsible for the entire bill (just like for a single-family-home).

**For commercial tenants, utility budgets will be noted in the "Utilities" section of the Lease, if and when applicable.**

Any utility-related charges will be treated as additional rent, due in full within five days of posting on Tenant's ledger, and may be deducted from Tenant's security deposit. A failure to pay these charges shall be treated as default of the Lease.

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#### 1.16 PETS

We care about our animals and have a zero-tolerance policy with regards to inhumane living conditions or lack of care by any pet-owner, this includes animals in the care of our own residents. Permission must be given in writing, by Landlord, for any animals at the Property. This permission is only for the initial amount of animals permitted in writing. If the Tenant wants to add an animal(s), then another written approval by Landlord is required. Tenant also agrees to carry insurance to cover possible liability and damages that may be caused by such animals. Landlord reserves the right to determine if animals may be kept and may require removal of animals if they become a danger or nuisance to the building, or the Landlord, or other residents or tenants. **Reports of nuisance animals are taken seriously and will be acted upon.** If the Tenant violates any of these terms, the animals can be subject to removal.

Animals must be licensed with the city/town if required and must receive regular veterinary care. Upon request tenant shall provide written documentation of such care to the Landlord. Animals must be controlled at all times, on leash and with the tenant. Tenant assumes all responsibility for their animals, legally and financially.

All animals must be completely housebroken. Tenant must carry provisions for immediate clean up and proper disposal of animal waste. Should the Landlord be required to clean up or perform services due to animal waste or other animal-caused nuisance or damage, Tenant will be charged a **fee of \$50 plus the actual costs incurred by Landlord** to cleanup. Such fees and actual costs will be added as rent, due in full within five days of posting to Tenant's ledger, and may be deducted from Tenant's security deposit. Violation of this provision is also valid grounds for termination of the Lease and may result in delivery of a 14-day Notice to Vacate regardless of whether Tenant pays the relevant fees.

**A \$25.00 per month cat fee and a \$50.00 per month dog fee will be paid by the Tenant. Other animals could be permitted, at Landlord's discretion, with a \$50.00 per month animal fee.**

#### 1.17 ACKNOWLEDGEMENT

Tenant acknowledges that the Landlord or agent of the Landlord has specifically identified and discussed each nonstandard provision with the Tenant prior to entering into a Lease and that after doing so the Tenant agrees to each and every nonstandard provision contained herein that have been individually initialed by the Tenant and which have not been intentionally stricken. **Further, you hereby acknowledge that the above provisions are incorporated into and made part of the Lease Contract. All capitalized terms used herein shall have the same meaning and effect as contained in the Lease Contract. Any violation of this addendum constitutes a breach of the Lease Contract. If there is any conflict between the above provisions and any other provisions contained in the Lease Contract, then the above provisions shall govern and control.**

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Date Signed