

# NONSTANDARD RENTAL PROVISIONS/HOUSE RULES

Tenant:	<input type="text"/>	Tenant:	<input type="text"/>
Address:	<input type="text"/>	Unit #:	<input type="text"/>
City:	<input type="text" value="Kenosha"/>	State:	<input type="text" value="WI"/>
		Zip:	<input type="text" value="53144"/>

By my (our) initials below, I (we) acknowledge that the Landlord/Agent has identified and discussed each of the following provisions with me (us).

## FAILURE TO COMPLY CAN CAUSE TERMINATION OF TENANCY

### Tenant's Initials:

#### 1) \_\_\_\_\_ Landlord's right of entry

Tenant hereby grants landlord (and/or Landlord's agents) the right of entry to Tenant's premises whenever a maintenance or emergency request is made to the landlord in writing or verbally.

#### 2) \_\_\_\_\_ Re-keying or changing locks

(A) Re-keying or changing locks that were: (a) requested by Tenant during the term of the lease. (b) performed by Tenant or at our discretion because Tenant lost keys or for other reasons caused by Tenant; (c) due to Tenant's failure to return all keys upon surrender of the premises.

(B) Emergency personnel have masters to units if entry is denied due to key change, forced entry will be used. The Tenant will be fully responsible to replace the door, framework, and labor cost to fix. If lost mailbox keys the post office will charge you. If locked out contact the manager, after hours call the service. 1<sup>st</sup> lock out free of charge, 2<sup>nd</sup> lock out will be a \$50.00 charge. Tenant is responsible for damage if entry is forced.

#### 3) \_\_\_\_\_ Mitigation

Costs allowed under Chap 704, Wis. Stats. In case Tenant vacates the apartment prior to the end of the lease term (or any extension thereof). Such costs may include but are not limited to advertising and rental commissions.

#### 4) \_\_\_\_\_ Rent Payment

Tenant will pay rent with no overage or shortage on the 1<sup>st</sup>. There is no grace period, even if the 1<sup>st</sup> falls on a weekend or a holiday. Rent post marked or received after the 1<sup>st</sup> day of the month is automatically late. No exceptions. Any late fees will be determined based on the date of actual received. If Tenant is late, Tenant will include the full late fees which are \$50 and an additional \$5 per day that rent continues to be late and or short. Exceeding more than two late payments, could result in an eviction. If I the Tenant pays over, the overage will go toward administration fees, unpaid NSF fees or other penalties or charges as provided in Tenants rental lease agreement.

#### 5) \_\_\_\_\_ Move-In Inspection

It is understood that as of the date of occupancy, Tenant has received a move-in inspection form (unit condition report). This form is to be completed and returned to the Landlord no more than 5 days from the date of occupancy. If not returned within the 5-day period both Tenant and Landlord agree that the Tenant received the unit in good repair.

#### 6) \_\_\_\_\_ Redecorating

(A) There will be a charge for any unreturned borrowed equipment (i.e., space heaters).

(B) Replace smoke detector and carbon monoxide batteries in your unit.

(C) Waterbeds are not allowed.

(D) Private washing machines, dryers and dishwashers are not allowed in the apartment.

(E) Do not iron on carpeting. Tenant will be responsible for damage (repair cost \$75 per burn).

(F) Do not flood floor with water.

(G) Use a cutting board on all countertops and do not allow water to puddle on seam. Counter tops are water resistant; they are not waterproof.

(H) The use of double-sided tape will severely damage walls. Tenant will be responsible for damage. There is to be no command strips used unless used properly removing them without taking off any paint or damaging the wall. We will patch any nail holes at no charge to you. Do not put nails in framework.

(I) **Tenant shall not hang any lights; all additional lights must be free standing and not touching walls. Example: no string lights.**

#### **7) \_\_\_\_\_ Move-out Inspection**

Landlord requires all Tenants at the time of move-out to do a final move out inspection no later than 10:00 AM on the last day of Lease or the date listed on your notice to vacate. If Tenant is a no show, Landlord will do inspection without Tenant. Tenant shall turn over all keys and car sticker(s) to Landlord following Inspection no later than 4 pm. I the Tenant understand that any damages, cleaning cost and labor cost will be charged to me.

#### **8) \_\_\_\_\_ Security Deposit Withholding**

In addition to the standard security deposit deductions allowed under ATCP 134.06 (3)(a), a landlord may deduct from Tenant's security deposit, the following items, if not paid at the end of the lease term:

(A) Full and prompt payment of all rent due under the lease on the 1<sup>st</sup>

(B) Full compliance with all terms of the lease.

(C) A thirty (30) day notice in writing must be given one month prior to vacating the apartment and terminating the lease.

(D) The return of all keys and parking stickers by the day of move out at 4 pm. A forwarding address must be given to the landlord.

(E) Apartment must be cleaned according to the clean out sheet provided by the landlord.

(F) Apartment must be left in its original condition.

(G) Security deposit will not be used for payment of rent.

(H)) **SECURITY DEPOSIT WILL BE FORFEITED IF A PET IS FOUND LIVING OR VISITING IN THE UNIT, OR ON PREMISES.** This applies to Tenant or Tenant's guests, occupants, and/or invitees. Tenant is fully responsible. **NO PETS ALLOWED.** If found, there will be a \$200.00 fine, eviction and forfeit of security deposit.

(I) **MAINTENANCE REPAIRS:** Tenant agrees that service calls and/or requests to Landlord's maintenance department will be charged to Tenant at \$75.00 per hour except for certain circumstances when Landlord is responsible for such task. Tenant agrees to pay for any supply needed upon repair and agrees that \$75 per hour is a reasonable hourly rate for any maintenance departments' time to repair. All maintenance and repair requests must be made in writing or via text or phone call. Such charges may be deducted from the Tenant's security deposit.

#### **9) \_\_\_\_\_ Failure to Clean Premises**

Tenant is responsible for cleaning the Premises prior to vacating. The Premises should be **move-in ready** upon move out. If Tenant fails to thoroughly clean the Premises prior to vacating, Landlord will deduct the actual cleaning costs of performing cleaning services, either with an outside cleaning company/ subcontractors invoice or by his/her employees with costs of up to \$50.00 per hour or associated cleaning cost per item (costs may be subject to change) will be charged for cleaning with a 1 hour minimum. Such costs and fees will be deducted from Tenant's security deposit.

#### **10) \_\_\_\_\_ Odors**

During Tenant's residency or at the time of move out, offensive and/or excessive odors are not permitted. Including but not limited to odors such as, cooking/spice, smoking including marijuana, vaping, pet, candle/incense, etc. If at the time of move out any such odors are present in the unit, costs associated to the odor remedy will be billed to Tenant's account including but not limited to costs such as, painting, cleaning, on site ozonator running billed at \$150.00 per use.

**11) \_\_\_\_\_ Abandoned property**

If, upon the termination of the Lease or abandonment of the Premises by Tenant, any personal property remaining on the Premises will be considered abandoned (except medical equipment and prescription medicine). Landlord shall have the right, without further notice to Tenant, to store or otherwise dispose of the property at Tenants cost and expense in accordance with Wisconsin law. Costs associated with the removal of these items and travel time will be billed back to Tenant by contractor's invoice or by Landlord's disposal rate of \$250 and an additional \$15 per item. Such costs and fees will be deducted from Tenant's security deposit.

**12) \_\_\_\_\_ Renters Insurance**

Tenant is completely responsible for their choice to insure or not to ensure their personal property and expressly waives any claims against Landlord for loss or damage there to by reason of fire, theft, act of God, or other causes, other than Landlord's negligent acts or omissions.

**13) \_\_\_\_\_ Open Flame**

Tenant shall not burn candles, incense, oil lamps, or anything else that emits a flame, oil, or smoke on the Premises. If Tenant does burn any of the above stated items and soot deposit or staining occurs anywhere in the Premises, including but not limited to walls and appliances, Tenant will be charged the greater of \$75.00 per hour or subcontractor's actual invoice cost for cleaning and/or repainting of the dwelling

**14) \_\_\_\_\_ No Smoking**

Tenant acknowledges that both the Premises to be occupied by Tenant and the entirety of the rental community have been designated no smoking living environments, including, without limitation, all common areas and outdoor spaces. Tenant shall not smoke anywhere upon the Landlord's property, nor shall Tenant permit any guests or visitors under the control of Tenant to do so. If Tenant or guests of the Tenant are found smoking, a \$500.00 fine will be assessed per occurrence, per calendar day, per person. Smoking shall mean the use or possession a lighted cigarette, lighted cigar, lighted pipe, or any other lighted tobacco product, including, but not limited to, electronic cigarettes. If Tenant or guests of the Tenant are found to be littering cigarette butts on the property, in addition to the \$500.00 fine, Tenant will be charged \$25.00 per hour to pick them up, with a 1 hour minimum.

**15) \_\_\_\_\_ Repair of Drains & Toilets**

Tenant shall notify Landlord of any problems with drains or plumbing within Premises within thirty (30) days of the commencement of the Lease Term at which point Landlord will repair such drains or plumbing at no charge to the Tenant unless such problem is caused by an act of Tenant. Any repairs required thereafter to said plumbing or drains shall be billed to Tenant at actual cost. This includes but is not limited to, hair clogging drains, foreign objects in drains, improper disposal of feminine products, excessive toilet paper disposal, etc. If it becomes necessary for Landlord to unplug Tenant's toilet or unclog drains, Tenant will be charged for the service call rate of \$75.00 per hour with a minimum of 1 hour. If it becomes necessary for Landlord to engage a plumber, Tenant shall be responsible for the actual invoice from the plumber plus a \$100.00 fee. Tenant understands that the use of toilet tabs, including but not limited to bleach, blue, etc. is prohibited. Tenant understands that the installation of any additional or replacement plumbing fixtures is prohibited.

**16) \_\_\_\_\_ Utilities**

Tenant agrees to maintain **NORMAL POWER USAGE** described as turning off or minimizing usage of TV's, COMPUTERS, AIR CONDITIONERS AND LIGHTING when the apartment is not occupied. It does not mean turning off the heat during temperatures that are below freezing.

**17) \_\_\_\_\_ Extermination Costs**

Tenant will be responsible for the cost of extermination or removal of any insects, pests, or rodents that are found on the Premises which are the result of the Tenant's (or any member of the household, guests, or invitees) acts of negligence, failure to keep the Premises clean, failure to remove garbage, and waste and/or improper use of the Premises.

**18) \_\_\_\_\_ Trash/Decks**

**a.)** Tenant will not put anything other than trash bags in the dumpsters (no large items such as furniture). If you are found putting large items in dumpsters, you will be fined \$50 for each item.

No trash is to be left outside, on the deck, or in front of the apartment door. **b.)** There will be nothing left outside except seasonal décor within reason. In the winter decks will be shoveled, decks will be completely cleared by Tenant including door mats. If not, items will be thrown away. **c.)** Gas and charcoal grills may not be used within 10 feet of vertical structures. Gas and charcoal grills may not be used under balconies or overhanging portions. The grills may be stored on the ground level when not in use. As per National Fire Code, cooking fires should constantly be attended.

**19) \_\_\_\_\_ Updates/ Changes**

Tenant will update any changes with the landlord such as car, phone number, job change etc.

**20) \_\_\_\_\_ Visitors/ Parking**

Tenant will not allow anyone to live in the apartment that is not on the lease, until a full background check is preformed and approved by the landlord. If this is breeched, you will be evicted and forfeit your security deposit. It is for the safety of our staff, Tenant, property, and the visitor in case of an emergency. Tenant will communicate with the landlord to discuss a visitor exceeding 5 days. Tenant will not allow visitors to park in non-visitor sections or will be fined \$100. Parking or driving vehicles on the lawn is not permitted including when moving in or out of an apartment. Tenant's car description and license number must be registered with landlord. Vehicle must have a parking permit. There is a \$25.00 charge per month for each extra vehicle. If Tenant changes vehicles, the old parking permit must be moved to the new vehicle and the office must be notified. Replacement permits will be issued at the cost of \$50.00. Parking permits must be returned upon move-out. There is a \$50.00 cleanup fee for any oil or antifreeze spills that are not thoroughly cleaned up. The parking lot is for Tenants only. Visitors must park in visitor area. Violators will be towed at their expense. Disabled or unlicensed vehicles are prohibited from the parking lot and will be towed at owner's expense. Major vehicle maintenance such as transmission or engine changes, etc. is prohibited. Repairs on vehicles cannot be performed in parking lots, by garages, in garages or on grass areas. Flat tires must be repaired as soon as possible. Please do not leave vehicle unattended while on jack. Do not block entrances to garages.

**21) \_\_\_\_\_ Tenant agrees to assume the following duties**

- 1) To comply with the terms of this Lease and all Rules and Regulations of Landlord.
- 2) To notify Landlord (not a tradesman working for Landlord) of needed repairs and to do so in writing including building and apartment #.
- 3) To allow Landlord/service personnel to enter Premises at reasonable times and with reasonable notice to inspect, repair, improve, show, or comply with applicable laws or regulations. Landlord may enter without notice upon consent or request of Tenant for maintenance service or when a health or safety issue or repair emergency exists.
- 4) To use the Premises only for lawful residential purposes.
- 5) To obey all lawful orders, rules, and regulations of all government agencies.
- 6) Tenant is liable for any property damage, waste or neglect caused by the negligence or improper use of Premises or the building or development in which they are located by Tenant or Tenant's guests and invitees.

**22) \_\_\_\_\_ Notice of Domestic Abuse Protections**

1) As provided in section 106.5(5m) (dm) of the Wisconsin statutes, 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:
  - (c). Sought an injunction barring the person from the Premises.
  - (d). 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.

2) 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 section 704.16 of the Wisconsin statutes. If the Tenant has safety concerns, the Tenant should contact a local victim service provider or law enforcement agency.

3) A Tenant is advised that this notice is only a summary of the Tenant's rights, and the specific language of the statutes governs all instances.

**23) Resident Charges/Payments**

Tenant shall pay, within 30 days after being billed for any reasonable costs associated with, required, or requested maintenance or other resulting from neglect, misuse, or damage caused by Tenant or Tenant's guests, occupants, and/or invitees. Costs may include but are not limited to, vendors invoice, and supplies. If any amount is not paid within the fifteen (30) days allowed, such costs may be filed with collections. Such costs may be deducted from Tenant's deposit when necessary. If not will be given a notice to pay or vacate.

**24) Business Hours are as follows**

Monday - Friday 9:00 am to 4:30 pm

Closed on Saturday and Sunday

Business will be conducted only during these hours except for emergencies. To contact office personal, sending a text message is the best form of communication. You can also e-mail or use the drop box. Televisions, stereos, radios must be kept low enough so as not to disturb other Tenants.

**QUIET HOURS ARE FROM 10:00 PM - 8:00 AM.**

The Laundry Facility is for Tenants only. Hours of operation are

**Monday - Saturday, 8:00 am - 10:00 pm. Sundays, 10:00 am - 10:00 pm.**

Children must be supervised always. Children may not play in the breezeways, on decks or front or sides of the building.

**25) Final**

Tenant acknowledges and accepts the Non-Standard Rental Provisions included as an attachment to this Lease. I the Tenant understand breaking any of the rules in my documents signed by me the Tenant could result in an eviction and forfeit of full security deposit and fines that come with move out.

**Tenant(s) have read and understand the above Nonstandard Rental Provisions of the rental (lease) agreement. By Tenant(s) initials, and/or signature(s), Tenant(s) agree and acknowledge the Landlord has identified and discussed each of the above provisions.**

Print Name	Date	Signature	Date
Print Name	Date	Signature	Date
Agent		Date	