

**MADISON PROPERTY MANAGEMENT, INC.**

1202 Regent Street  
Madison, WI 53715  
608-251-8777

**HOUSE RULES ADDENDUM – (HR)**

This lease addendum is a permanent, legal addition to the lease agreement. Failure to adhere to the terms of this addendum may be considered a breach of contract and grounds for legal action against tenant.

1. **RENT:** Rent is due on or before the **FIRST** day of the month. Payment may be made via cash, personal check, cashier's check, or money order payable to the landlord named on the lease agreement. Credit cards and debit cards are not accepted forms of payment.
  - a. A late fee equal to 5% of the total monthly rent will be imposed if any portion of rent is received after the **FIRST** day of the month. A late fee will be imposed for any month your account has an unpaid rent balance after the **FIRST** day of the month.
  - b. If a check is returned for any reason after the rent due date, the rent payment will be considered delinquent and the applicable late fee will apply, in addition to a \$35.00 returned check fee. After two returned checks, personal checks will not be accepted.
2. **SECURITY DEPOSIT:** The security deposit shall be equal to one month's rent, unless otherwise agreed in writing. Tenant may not use the security deposit as payment of any month's rent without prior written landlord approval.
  - a. The security deposit, if greater than one-half month's rent, will earn simple interest at the rate of 0.75 %, calculated from the day the deposit is paid until the deposit is accounted for at termination of the tenancy. The interest will be accounted for in writing within 21 days after surrender of the rental premises.
  - b. The security deposit, less any amounts properly withheld, will be sent to tenant's last known address within 21 days after tenant surrenders the premises. Surrender shall include written notification of vacating the premises, and return of, or accounting for, landlord's property held by tenant, including keys. If any portion of the deposit is withheld, landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount properly withheld. The reasonable cost of repairing any waste, neglect or damages for which tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has eight days from the beginning of the lease term to notify landlord of any damages or defects existing prior to tenant's occupancy, and to request a list of physical damages charged to the previous tenant's security deposit, and to request the opportunity to view photographs maintained by the landlord documenting damages and defects from previous tenancy. No deduction shall be made for any damage or defect of which written notification is given within the time stated.
  - c. The security deposit refund will be mailed to tenant in the form of one check made payable to all tenants who are parties to the lease agreement, unless tenants designate a payee in writing. It is tenant's responsibility to leave a forwarding address prior to lease expiration or termination. Objections to security deposit deductions may be made in writing and mailed to the management office within 21 days of receipt of the deposit return.
3. **MOVE-IN:** Landlord agrees to deliver and maintain the premises in a fit and habitable condition in accordance with municipal codes.
  - a. In the event prior tenancy results in deterioration of the condition of the premises, tenant hereby agrees to fully cooperate with landlord in the facilitation of any repairs and/or cleaning required.
  - b. If tenant believes additional cleaning is needed upon move-in, tenant agrees to request landlord to perform any additional cleaning within 24 hours of obtaining keys.
  - c. Landlord agrees to clean the premises and repair any damages caused by the prior tenant within a reasonable time.
  - d. Landlord does not agree to any form of compensation for repairs or cleaning completed by tenant unless written permission is first given by landlord for the work prior to tenant commencing any such work.
4. Tenant agrees and acknowledges that landlord has not promised any improvements or repairs unless they are outlined in writing.
5. Any person of legal age who resides in the apartment must be a signed party to the lease. Tenant may not add new residents without prior written landlord approval. Landlord reserves the right to adjust the monthly rent based on the number of occupants.
6. **DISTURBANCES:** Tenant is required to maintain a reasonable level of noise at all times of the day and night, so as not to disturb or disrupt neighboring apartments or houses. Tenant shall fully cooperate with all other tenants in the building in an effort to maintain a peaceful atmosphere at all times.
7. **GUESTS:** Tenant is permitted to have guests under the following conditions:
  - a. No more than two overnight guests per night.
  - b. No guest may stay overnight more than three consecutive nights without prior written landlord approval.
  - c. Social gatherings/guests shall be confined inside the apartment. Social gatherings may not occur in any common areas.
8. **DAMAGES:** Whenever damage is caused by the carelessness, misuse, or neglect on the part of tenant or tenant's guests, tenant agrees to pay for the cost of all repairs and labor within 30 days of landlord's demand for payment. **Renter's insurance is strongly recommended.** Physical damage includes, but is not limited to:
  - a. Painting or wallpapering walls, or driving screws, brackets, or large nails into walls.
  - b. Fire damage, broken doors, cracked windows, holes in walls or screens, damage to plumbing fixtures, etc.
  - c. Damage to the garbage disposal due to placing improper items down the drain, such as bones, glass, grease, coins, utensils, popcorn kernels, paper, tin foil, bottle caps, twist-ties, plastic, gravel, cigarette butts, etc.
  - d. Damage resulting from the plugging of any free-flowing drains due to placing of tampons, sanitary napkins, or other inappropriate items in toilets or other plumbing fixtures. Damage includes water damage to walls, floors, or ceilings, etc. due to overflow.
  - e. The cost for repair of any damage to the apartment or building will be charged to the tenant at professional rates for supplies and labor. Landlord may require payment at any time, including advance payment for repairs for which tenant is liable. Any delay in landlord's demand for payment does not constitute a waiver.
9. Tenant agrees to immediately inform landlord of any hazardous or potentially hazardous condition that may develop or has developed in, near, or around the apartment and/or building that may cause damage to the building.
10. Tenant is allowed to use only small nails or tacks to hang pictures. Poster putty, two-sided tape and screws are not permitted.
11. Outdoor balconies and terraces adjacent to the building are not a part of this lease agreement. Furniture placed on balconies must be appropriate outdoor furniture and tenant may not store personal items on the balcony. Grills are not permitted on balconies.
12. **CLEANLINESS:** Tenant shall maintain the premises in a clean and sanitary condition, free from debris, garbage and physical hazards. Tenant agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes, but is not limited to vacuuming the carpeting, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances.

13. No air conditioners, portable electric heaters, gas grills, charcoal grills, waterbeds, dartboards, or extra refrigerators are permitted within the premises without prior written landlord approval.
14. **TRASH POLICY:** All garbage must be placed in appropriate containers.
  - a. Recyclable materials must be placed in the appropriate containers in accordance with local recycling guidelines.
  - b. Tenant is not allowed to place trash or personal items in any common areas. Landlord is not responsible for any stolen or discarded items belonging to tenant that are left outside the confines of the apartment.
  - c. Tenant will be assessed trash removal charges at the rate of \$75 per occurrence for any improperly placed trash.
15. **PERSONAL PROPERTY:** Landlord shall not be responsible for damage to tenant's personal property by theft, fire, water, sewer backup, mechanical failure, damage to clothing due to laundry machine failure, or other casualty loss, except when caused by the negligent acts or omissions of the landlord. It is tenant's responsibility to obtain renter's insurance to insure personal property from loss. **Renter's insurance is strongly recommended.**
16. **MAINTENANCE:** Non-emergency maintenance requests should be made in writing and mailed or delivered to the office of landlord's agent. Emergency maintenance should be called in to the management office between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, or to the after-hours number (258-7726) during non-business hours.
17. Landlord provides pest control service if problems with pests arise.
  - a. Tenant shall receive at least 24 hours prior written notice with instructions for preparing the apartment for spraying.
  - b. If the apartment is not ready and a re-spray is necessary, or management or pest control personnel must prepare the unit for spraying, a \$35 per hour preparation fee will be assessed to tenant for failure to properly prepare.
18. **SIGNS:** Tenant may not hang, post, display or exhibit banners or signs on the exterior door or the exterior of the building.
19. **LAUNDRY:** Laundry machines are provided in the building. Laundry machine use shall be restricted to the hours between 8:00 a.m. and 10:00 p.m. No personal machines are permitted.
20. **FALSE ALARMS:** In the event a false fire alarm/fire extinguisher discharge is determined to have originated from a specific apartment, tenant will be assessed a fine equal to \$500.00 per occurrence, in addition to any fine levied by the civil authorities, and will be prosecuted to the fullest extent of the law.
21. **KEG POLICY:** Kegs and/or barrels of beer are prohibited in the apartment or the building. Tenant will be assessed a fine equal to \$500.00 per occurrence for possessing a keg or barrel of beer in the apartment or building. Smoking and/or consumption of alcohol in the building common areas are prohibited at all times.
22. **FURNISHINGS:** Tenant agrees that appliances and furniture owned solely by landlord shall remain in the apartment at all times.
23. Windows and window screens may not be removed.
24. **PET POLICY:** The only pets permitted in the building are fish in a 20-gallon or smaller tank. Any unauthorized pet will result in a \$250 pet charge to tenant, and \$20 per day until removed from the building.
25. **SUBLEASING:** The following terms and conditions apply in regards to subleasing:
  - a. Tenant may not assign or sublease this lease without prior landlord approval. Consent shall not be unreasonably withheld.
  - b. Tenant agrees to pay a \$100.00 administrative fee to management. This fee is due when the sublet authorization is completed.
  - c. The prospective sublessee(s) must complete an application, and landlord must approve the application.
  - d. All tenants, the sublessee(s), and the landlord must sign the sublet agreement before the sublease becomes a legal amendment.
26. Adding/removing tenant names from the lease is only permitted with landlord approval and prior to lease commencement.
27. **UTILITIES:** When tenant is responsible for payment of utilities, tenant shall notify the utility company regarding connection and discontinuation of utility service, and tenant agrees to maintain service concurrent with the lease term.
28. **SMOKE ALARMS:** Tenant agrees that they are responsible for maintaining and testing smoke alarms that are within the premises, in accordance with the manufacturer's instructions. Tenant agrees that they will notify Landlord in writing if a smoke alarm becomes inoperable. Landlord shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s).
30. **SECURITY:** Notwithstanding any security measures at the property, Landlord is not responsible for providing security relative to tenant, tenant's guests, or the leased premises. Tenant agrees not to prop exterior doors open, and also agrees to keep tenant's apartment door locked at all times, except when entering and leaving the apartment. Tenant agrees to hold the landlord harmless for the bad acts of third parties, except when caused by the negligent acts or omissions of the landlord.
31. The Department of Revenue does not require landlords/agents to complete homestead tax credit forms for tenants. Please keep your receipts and/or copies of canceled checks, as you feel appropriate.
32. The terms "landlord" and "tenant" when used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions of this document shall bind the parties, their agents, their estate, and their assigns.
33. **NOTICE:** You may obtain information about the sex offender registry and persons registered with the registry by contacting Wisconsin's Department of Corrections at <http://offender.doc.state.wi.us/public> or at 1-877-234-0085.
34. **AUTOMOBILE PARKING:** Automobile parking is not included with the lease and is not guaranteed. A separate parking contract must be entered into between landlord and tenant before automobile parking is allowed on the property. City parking permits will not be granted to any tenants of the building. For information pertaining to street parking, please go to <http://.cityofmadison.com/parking>
35. **BICYCLE/MOPED PARKING:** Bicycle and moped parking is available in designated areas. Bicycle parking/storage is prohibited in the apartment. Landlord may remove bicycles or mopeds parked in unauthorized areas at landlord's discretion.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

(11/09) \_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date