

**MADISON PROPERTY MANAGEMENT, INC.**

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

**NON-STANDARD RENTAL PROVISIONS**

1. Tenant agrees to place the residence in as overall clean condition at move-out, excepting ordinary wear and tear, as when the tenancy commenced or as subsequently improved by landlord, landlord's agents or tenant. If the residence is not clean when tenant vacates, management's employees or an independent cleaning company will undertake the work, and the wage rate assessed to tenant shall be \$35.00 per hour. Tenant is not required to professionally clean carpets, unless there is unusual damage caused by tenant abuse.

Agreed (initial) \_\_\_\_\_

2. All windows, storm windows, screens, and blinds must be in place or present at check-out time and in good condition, normal wear and tear excepted. In the event windows are broken or damaged, or screens are missing or broken, tenant agrees to pay as follows: if screen frame is intact - \$45.00; if screen frame is missing - \$50.00; blinds - \$25.00; window glass/frame - on a time and material basis.

Agreed (initial) \_\_\_\_\_

3. Tenant may not have any pets on the premises at any time without landlord's prior written consent. If a pet is acquired without prior written approval from landlord, or if tenant boards someone else's pet, tenant will be fined \$150.00, and a \$20.00 fine will be assessed each day that the pet remains on the premises. This provision does not grant permission to keep an unauthorized pet in the apartment.

Agreed (initial) \_\_\_\_\_

4. Lease maturity date and time is of the essence. A penalty of \$150.00 will be assessed if an occupant or occupant's possessions are not completely removed from the premises by the lease maturity date and time. An additional use and occupancy charge of \$15.00 per hour will be assessed for each hour tenant remains in occupancy past the lease maturity date and time. In the event the lease does not state a specific time, the maturity time of the lease shall be at noon on the lease maturity date.

Agreed (initial) \_\_\_\_\_

5. Time is of the essence in regards to key return by the tenant. All apartment and other keys 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 the time of check-out, will result in a re-key charge equal to the actual cost to re-key the locks. Mailbox re-keys are \$40.00. Individual laundry door or security door keys/cards will be billed at the rate of \$25.00 each.

Agreed (initial) \_\_\_\_\_

6. In the event a personal check is returned unpaid for any reason, tenant agrees to pay a \$35.00 administrative fee. This fee is due at the time the check is paid with replacement funds.

Agreed (initial) \_\_\_\_\_

7. In the event tenant desires to sublease, tenant agrees to pay a \$100.00 administrative fee to management. This fee is due and payable at or before the time the sublet agreement is signed at the management office.

Agreed (initial) \_\_\_\_\_

8. In the event tenant requests landlord to unlock an apartment or other door for any reason, tenant agrees to pay a service charge of \$40.00 during normal business hours (8:30 a.m. through 4:30 p.m. Monday through Friday), and \$75.00 during non-business hours. In the event tenant requests door locks to be re-keyed, tenant agrees to pay the actual cost to re-key the locks.

Agreed (initial) \_\_\_\_\_

9. Excessive noise and/or disturbance charges: As full use and enjoyment of the premise is an essential element to this lease agreement, tenant agrees that landlord may assess the following non-rent charges to tenant for each noise complaint and/or disturbance reported by landlord, neighbors or law enforcement officers. This shall include all noise disturbances caused by persons residing in the premise, as well as tenant's guests and invitees. 1<sup>st</sup> noise complaint - Warning; 2<sup>nd</sup> noise complaint - \$50.00; 3<sup>rd</sup> noise complaint - \$100.00

Agreed (initial) \_\_\_\_\_

**Continued on Reverse Side**

10. Tenant agrees that any unpaid late fees, utility costs for which tenant is responsible, or mitigation costs allowable under Wis. Stat. 704, such as advertising expenses, in case you breach your lease (or any extension), may be deducted from the security deposit.

Agreed (initial) \_\_\_\_\_

11. Tenant grants landlord (or landlord's agents) permission to enter the premise at reasonable times when tenant has made a verbal or written maintenance request without giving tenant additional notice.

Agreed (initial) \_\_\_\_\_

12. The parties agree and understand that this is a fixed term lease that shall expire without further notice. The date after which the landlord will seek to enter into an agreement to rent the leased premise to another tenant for subsequent lease periods is the same day at least one tenant has signed this agreement.

Agreed (initial) \_\_\_\_\_

13. Tenant agrees to not flush ANY items down the toilet that could cause it to become stopped up and agrees to supply a toilet plunger for the apartment. In the event that it becomes necessary for Landlord to unplug tenant's toilet, tenant will be charged for the service call at a rate of \$75.00 per hour.

Agreed (initial) \_\_\_\_\_

14. Tenant agrees to report any problems with the heating system to Landlord immediately. When tenant controls the thermostat on the premises, tenant agrees to maintain a temperature of at least 67 degrees. If the thermostat is found to be turned off or set at a temperature below 67 degrees, Tenant will be assessed a \$50.00 fee for each instance. In addition to the \$50.00 charge, Tenant will be responsible for all damages on the premises, other residential units and common areas, caused by the heat being insufficient, including but not limited to damages caused by frozen water pipes.

Landlord may adjust the heat at any time if it is determined that the heat is not set at a level sufficient to protect water pipes from freezing; this includes during winter break and weekends when no one appears to be present at the apartment.

Agreed (initial) \_\_\_\_\_

15. Tenant agrees not to breach the security of the building by propping security doors open or failing to securely close them after use.

Agreed (initial) \_\_\_\_\_

**I HAVE READ THE "NON-STANDARD RENTAL PROVISIONS" AND ACKNOWLEDGE THIS POTENTIAL FINANCIAL LIABILITY. By initialing, I acknowledge that the Landlord has identified and discussed each provision with me. I understand that any of the above-referenced items may be deducted from my security deposit at the termination of my tenancy if not paid. If any of the above charges are not deducted from the security deposit, Landlord shall send a statement to Tenant, which Tenant agrees to pay upon receipt. This list of non-standard provisions is fully incorporated into and becomes a part of the Lease between Tenant and Landlord, dated \_\_\_\_/\_\_\_\_/\_\_\_\_.**

TENANT(s) \_\_\_\_\_  
\_\_\_\_\_

Landlord by: \_\_\_\_\_