

MADISON PROPERTY MANAGEMENT, INC.

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

NON-STANDARD RENTAL PROVISIONS (HR)
THIS DOCUMENT IS HEREBY INCORPORATED INTO AND
MADE PART OF THE ACCOMPANYING LEASE AGREEMENT

CHECK-OUT CHARGES

_____ 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.

_____ 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, screens or blinds are broken, damaged, or missing Tenant agrees to pay as follows: damage to screen mesh interior - \$45.00; if screen missing or frame damaged - \$50.00; blinds - \$25.00; vertical blinds - \$85.00; window glass/frame – actual cost.

_____ 3. All costs related to wall repair and painting as a result of unusual damage caused by resident abuse, and all costs related to returning wall material and paint to the same overall condition as when the tenancy commenced or as subsequently improved by landlord, landlord's agents or Tenant will be billed to Tenant at a rate of \$35.00 per hour plus actual materials costs. This damage may include, but is not limited to, drywall damage due to holes, knicks, scrapes; paint repair and prep due to the use of adhesives that cause damage; if the paint color was changed by Tenant, the costs to return the paint to the original color; and any other damage to the walls beyond normal wear and tear caused during the term of the Lease.

_____ 4. Any keys not returned to landlord at or before the time of check-out will result in a re-key charge equal to the actual cost to re-key the locks including labor. Mailbox re-keys are \$50.00. Individual laundry or security door keys will be billed at the rate of \$30.00 each. Laundry cards will be billed at the rate of \$10.00 each. 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.

_____ 5. Lease maturity date and time is of the essence. A penalty of \$200.00 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 \$25.00 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.

_____ 6. Any unpaid late fees, returned check fees, utility costs for which Tenant is responsible, court costs related to collection efforts for any past due rent, or mitigation costs allowable under Wis. Stat. 704, such as advertising expenses, in case you breach your lease (or any extension).

LEASE CHARGES

_____ 7. In the event Tenant requests landlord to unlock an apartment or other door for any reason, Tenant agrees to pay a service charge of \$50.00 during normal business hours (8:30 a.m. through 4:30 p.m. Monday through Friday), and \$100.00 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 including the labor charges.

_____ 8. 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.

_____ 9. 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.

_____ 10. In the event Tenant desires to sublease, Tenant agrees to pay a \$150.00 administrative fee to management. This fee is due and payable at or before the time the sublet agreement is signed at the management office.

(continued on reverse)

_____ 11. 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.

_____ 12. In the event that Tenant wants to breach this lease agreement prior to its commencement and have the premises placed back on the rental market, Tenant agrees to pay a \$200.00 administrative fee. The administrative fee is in addition to any other costs or losses associated with re-renting the premises.

_____ 13. 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. 1st noise complaint – Warning; 2nd noise complaint - \$100.00; 3rd noise complaint - \$150.00

_____ 14. 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.

_____ 15. In the event a false fire alarm/fire extinguisher discharge is determined to have originated from a specific Tenant's apartment or their guests, Tenant agrees to pay a fine of \$500.00 per occurrence, in addition to any fine levied by the civil authorities. Unpaid barrel/keg fines may be withheld from the security deposit.

_____ 16. Tenant agrees to not tamper with or manipulate any of the security cameras or other similar devices in the building. Tenant will be assessed a fine of \$250.00 per occurrence for tampering with or manipulating any of the security cameras or other similar devices in the building.

OTHER

_____ 17. 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.

_____ 18. 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.

_____ 19. Tenant agrees not to breach the security of the building by propping security doors open or failing to securely close them after use or allow unauthorized individuals to enter the building. If Tenant discovers that the security door is not closing properly, Tenant agrees to notify Landlord immediately.

_____ 20. Advance notification to residents for landlord entry to show the premises to prospective tenants or purchasers, inspect the premises, or make repairs not requested by residents may be made solely by email notice.

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 and any charges identified in the House Rules Addendum 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.

TENANT(s) _____

Landlord by: _____

(09/10)