

**MADISON PROPERTY MANAGEMENT, INC.**

**LEASE AGREEMENT**

1202 Regent Street, Madison, WI 53715  
(608) 251-8777; FAX (608) 255-9656

This lease agreement was drafted by Madison Property Management, Inc., who represents the Landlord.

This lease of \_\_\_\_\_ (Premises) is entered into by and between the Landlord and the Tenant (referred to in the singular whether one or more) on the following terms and conditions:

**LANDLORD:** \_\_\_\_\_

AGENT FOR SERVICE OF PROCESS: Madison Property Management, Inc.  
1202 Regent St., Madison, WI 53715  
Telephone: 608-251-8777 After hours Emergencies: 608-258-7726  
AGENT FOR MAINTENANCE AND MANAGEMENT: Same AGENT FOR COLLECTION OF RENTS: Same

**TENANT:** \_\_\_\_\_

**TERM:** This lease shall begin at 5:00 PM on \_\_\_\_\_ and continue to \_\_\_\_\_ at 9:00AM. NOTE: This is a fixed term lease and shall expire without further notice. If tenancy is to continue beyond this lease term, both parties must agree in advance.

**UTILITIES:** Tenant is responsible for the costs associated with telephone, internet, cable T.V. and the following utilities:  
\_\_\_\_\_

Tenant agrees to promptly pay any utility bills for which Tenant is responsible.

**RENT:** Tenant agrees to pay rent of \_\_\_\_\_ for the Premises on or before the **FIRST** day of each month, without demand, payable to \_\_\_\_\_ and delivered to **1202 Regent Street, Madison, WI 53715. Rent is due on or before the FIRST day of each month regardless of what day the first occurs, including weekends, days our office is closed, breaks or vacations, with no exceptions.** If any portion of rent is received after the **FIRST** day of the month, tenant agrees to pay a late fee equal to 5% of the total monthly rent. Cash payments will be accepted for the exact amount only and tenant must obtain a written receipt. Landlord accepts no responsibility for any cash payment mailed or placed in the drop box. Receipts are not provided for checks or money orders. **ALL TENANTS, IF MORE THAN ONE, ARE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ANY PAYMENTS DUE UNDER THIS LEASE.** Acceptance of a delinquent payment does not constitute a waiver of payment default. August 2019 rent equals one half of timely rent amount. August 2020 rent equals one half of timely rent amount. **All payments will be first applied to any outstanding portions of the Rent, late fees and other charges owed by Tenant and then applied to the monthly rent currently due.**

**RELEASE OF OWNER:** Except to the extent of Liability (if any) for property damage or personal injury caused by negligent acts or omissions of Landlord: (a) Landlord is not responsible for any injury, property damage or loss sustained and/or caused by Tenant and/or Tenant's guests; and (b) Tenant expressly waives claims against Landlord for any such injury, damage or loss. Tenant agrees to release Landlord from responsibility and indemnify Landlord for any damage, loss or injury caused by any other person occupying the Unit, or for damages which result from any Tenant acts of failure to act; provided, however, that the foregoing shall not be construed as imposing liability on Tenant for: (i) personal injury arising from causes clearly beyond Tenant's control, (ii) property damage caused by natural disasters, or by persons other than Tenant or Tenant's guests/invitees. Clauses (i) and (ii) in the immediately preceding sentence are not intended to affect ordinary maintenance obligations assumed by Tenant under this Lease.

**SPECIAL CONDITIONS:** The attached addendums, including but not limited to the house rules addendum, drug free housing addendum, pet addendum (if applicable), and Non-Standard Rental Provisions addendum are hereby incorporated into this lease agreement.

**OTHER LANDLORD OR TENANT OBLIGATIONS:**

**SECURITY DEPOSIT:** Upon signing this lease, Tenant agrees to pay a security deposit in the amount of \_\_\_\_\_ to be held by the Landlord in the Landlord's operating account.

**TIME IS OF THE ESSENCE** as to all provisions set forth in this Lease Agreement and attached addenda. "Time is of the essence" means that a deadline must be strictly followed.

**THIS LEASE INCLUDES THE PROVISIONS ON THE REVERSE HEREOF.  
NOTE: SIGNING THIS LEASE CREATES LEGAL ENFORCEABLE RIGHTS.**

IN WITNESS WHEREOF, the Tenant(s) have executed this Lease on \_\_\_\_/\_\_\_\_/\_\_\_\_.

Tenant Signature(s) \_\_\_\_\_  
\_\_\_\_\_

Landlord By \_\_\_\_\_ / /

**CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under the Lease are subject to and governed by, statutes, rules and ordinances, including Chapter 704, Wis. Statutes, Wis. Admin. Code Chapter ATCP 134, applicable local ordinances, and common law. Both parties shall obey all governmental orders, rules and regulations related to the premises, including local housing codes.

**POSSESSION/ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided herein. Until the expiration date and time specified in the Lease, and so long as the Tenant is not in default, Tenant has the right to exclusive possession of the premises, except as hereafter provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension or renewal, or its termination in accordance with its terms or the law. If Tenant abandons the Premises before expiration or termination of this Lease, its extension or renewal, or if the tenancy is terminated for Tenant's breach of Lease, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less cost of re-renting, to Tenant's obligations under this Lease. Tenant shall remain liable for any deficiency. If Tenant leaves personal property on the premises after Tenant vacates or abandons the Premises, Landlord shall dispose of the property and not store it for any period of time except as provided in Wis. Stat. 704.05(5).

**GUESTS:** Tenant shall use the Premises for residential purposes only. Neither party may (1) make or knowingly permit use of the Premises for any unlawful purpose, (2) engage in activities which unduly disturb neighbors or Tenants in the building in which the Premises are located, or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have no more than two overnight guests per night, and no guest may stay more than three consecutive nights without prior written Landlord approval. Tenant shall be liable for any property damage, waste or neglect caused by the negligence or improper use of the Premises or the building or development in which they are located. Tenant is responsible for the conduct of any guest, and financially responsible for any damages, cleaning charges or any other liability resulting from the negligence of Tenant or Tenant's guests.

**MAINTENANCE:** Landlord, under section 704.07, shall keep the structure of the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall fully cooperate with Landlord's performance of maintenance. Tenant shall maintain the Premises under Tenant's control in a clean state. Tenant shall not commit waste, neglect the premises, nor damage the Premises during the Lease term, normal wear and tear excepted. Tenant shall not, without written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, or alter the appearance of the Premises or the property of which it is a part. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heating to prevent damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors required under the rules of the Department of Industry, Labor and Human Relations and any applicable local ordinances and each party shall fulfill its responsibility under those rules.

**BREACH/TERMINATION:** Failure of either party to comply substantially with any material provision hereof is a breach of the Lease. Should Tenant neglect or fail to perform and observe any of the terms of the Lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and has remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach Tenant commits a similar breach, this Lease may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any Lease term. If Landlord commits a breach, Tenant has rights, under Wis. Stats. Chap. 704.07 and under Wis. Admin. Code Chap. ATCP 134. If landlord delays or fails to exercise lease rights, pursue remedies, give notices, or make demands, Tenant will not consider it a waiver of landlord's rights

**CODE VIOLATIONS/ADVERSE CONDITIONS:** If the Premises or the common areas of the building are currently cited for uncorrected building or housing code violations, or Landlord has actual knowledge of conditions that present a significant threat to Tenant's health or safety these conditions are listed under Special Provisions, or on a separate addendum to this Lease, which must be signed by Tenant before this Lease is signed or any deposit is accepted.

**EFFECTIVE DATE/RIGHT OF REFUSAL:** Tenant agrees that the terms of the Lease and any addendums become effective as of the date Tenant signs the Lease. Until Landlord has executed this Lease, Landlord shall have the unrestricted right to refuse acceptance of Tenant for any reason. Such refusal shall not be based; however, on Tenant's race, religion, sex, national origin, or other protected class. If Landlord refuses to execute this Lease, Landlord shall refund to Tenant any security deposit and previously paid rent. US Federal (15 U.S.C. § 7001) and Wisconsin State laws (Wis. Stat. § 137.15) provide for the validity of electronic signatures. Electronic contracts and electronic signatures are just as legal and enforceable as paper contracts signed in ink. I acknowledge that placing my electronic signature on this document is equivalent to a handwritten signature.

**DAMAGE BY CASUALTY:** If the Premises are partially damaged by fire, water, or other casualty, the Premises shall be repaired as soon as reasonably possible by Landlord, and rent abates to the extent the Tenant is deprived of the full normal use of the premises. If the damage is so extensive as to render the Premises untenable, the rent shall abate until the repairs are made; or this Lease may be terminated by either Tenant or Landlord and the rent pro-rated to the date of damage unless Landlord proceeds promptly to repair or rebuild the premises. In the event the fire, water, or other casualty is caused by the negligence or improper use of Tenant, Tenant agrees to compensate Landlord for all costs incurred as a result of the damage, and rent shall not abate during the period of repair.

**ENTRY:** Tenant agrees to allow Landlord and Landlord's agent(s) to enter the Premises at reasonable times for showings to prospective Tenants with 12 hours advance notice and showings to prospective purchasers, inspections, or to make repairs with 24 hours advance notice, or anytime when Landlord or Landlord's agent has reason to believe a health or safety emergency exists. Tenant agrees that Landlord or Landlord's agent is able to provide Notice of entry to Tenant by telephone, email, or in writing but may do so solely via email. **TENANT AGREES THAT A REQUEST FOR MAINTENANCE BY TENANT GIVES LANDLORD OR LANDLORD'S AGENT PERMISSION TO ENTER THE PREMISES WITHOUT FURTHER NOTICE.** Landlord / Agent retains the right to enter the unit for any and all emergency situations without prior notice. Landlord / Agent shall not add or change locks without providing the Tenant(s) access to the Premises. Improper denial of access to the Premises is a material breach of the Lease.

**HOUSE RULES ADDENDUM  
ADDENDUM TO LEASE AGREEMENT - FIRST**

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. Tenants may make payments online or set up ACH withdrawals. Credit cards and debit cards are not accepted forms of payment at any time.
  - 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 payment is returned for any reason, Tenant agrees to pay a \$35.00 administration fee. This fee is due at the time the payment is made with replacement funds. Post-dated and NSF checks are considered non-payment and, as such, are subject to handling fees as set forth in the Lease. Tenant agrees that unpaid fees and charges will be deducted from the security deposit resulting in a delinquent account. Landlord takes no responsibility for processing post-dated checks or for any fees to Tenant that may be caused by processing post-dated checks. After two (2) returned payments, personal checks and online payments will no longer be accepted.
  - c. Tenant understands and agrees that any overpayment made during the lease is the fault of the Tenant and will not be refunded by Landlord under any circumstance until after the lease expires.
2. **SECURITY DEPOSIT:** Tenant may not use the security deposit as payment of any month's rent or as payment for any other charge or fee without prior written Landlord approval.
  - a. The security deposit, less any amounts properly withheld, will be sent to Tenant's last known address in accordance with applicable law. 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 (8) days from the date of occupancy 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. No deduction shall be made for any damage or defect of which written notification is given within the time stated that is not repaired during the tenancy. Landlord is NOT required to disclose the prior tenant's names(s) or the monetary amount that was deducted from the prior tenant's security deposit.
  - b. 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 sole payee in writing. It is Tenant's responsibility to leave a forwarding address prior to Lease expiration or termination. Objections to or disputes with security deposit deductions must be made in writing to the management office within 21 days of receipt or they are forever waived. Tenant **must** provide Landlord with a forwarding address.
  - c. Tenant expressly agrees that in the event Landlord must re-issue the security deposit check due to Tenant's failure to provide a forwarding address will result in a \$35.00 fee deducted from the original deposit amount. If the error in mailing was solely Landlord's fault, Tenant agrees to wait thirty (30) days from the date of mailing to see if the security deposit is received and after the 30 days has expired, Tenant can request Landlord reissue the check at no cost to Tenant.
3. **MOVE-IN:** Landlord agrees to deliver and maintain the leased 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 leased 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. If approved, additional cleaning may be provided within five (5) days. If Tenant is not satisfied after completion of re-cleaning, Tenant may be responsible for further cleaning. Tenant expressly agrees that any cleaning issues not addressed within five (5) days are thereafter waived for the remainder of the lease term, including any renewals.
  - c. Landlord agrees to 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.
  - e. Painting prior to tenancy is neither promised nor guaranteed. If painting is deemed necessary by Landlord, it may be completed after Tenant has taken occupancy. Tenant agrees to facilitate this by moving his/her own personal belongings.
  - f. Flooring replacement prior to tenancy is neither promised nor guaranteed. Flooring is provided in as-is condition. If replacement is deemed necessary by Landlord, it may be completed after Tenant has taken occupancy. If Landlord and Tenant agree to flooring replacement after Tenant has taken occupancy, Tenant agrees to facilitate this by moving his/her own personal belongings.
  - g. Tenant agrees to notify Landlord in writing within eight (8) days from the from the date of occupancy of any items at the premises which Tenant claims are not his/her personal belongings. Should Tenant fail to timely notify Landlord as set forth above, Tenant understands, accepts and expressly agrees to be responsible for any and all costs associated with removing items left at the property when the lease expires or terminates.
4. Tenant agrees that no improvements or repairs to the leased premises have been promised unless they are specifically outlined and agreed to in writing before the Lease is signed.

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5. **DISTURBANCES:** Tenant agrees 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. Tenant agrees not to create and/or maintain a nuisance or other disturbance that infringes upon the comfortable living conditions or privacy of other residents. Tenant understands and agrees that fines and legal notices may be issued for any incidents occurring in the common areas and/or grounds. Tenant further agrees not to engage in any retaliatory behavior against any neighbor who makes any complaint about the Tenant. Tenant further agrees that behavior on the part of the Tenant that violates any term of the House Rules or any Lease document is grounds for the fees as stated in the Non-Standard Rental Provisions (NSRP) and/or termination of the Lease by Landlord.

6. **GUESTS:** Tenant is responsible for the conduct and actions of Tenant's guests and invitees while such guests and invitees are present at or in the building. 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 for more than three consecutive nights without prior written Landlord approval.

Social gatherings/guests shall be confined inside the leased premises. Social gatherings may not occur in any common areas.

Unauthorized occupancy by any person(s) not named on the Lease shall be considered an unauthorized sublet and subject to such fees as set forth in the Lease documents and may be considered a breach of Lease.

7. **FURNITURE:** Tenant agrees that appliances and furniture owned solely by Landlord shall remain in the interior of the leased premises at all times. Damages caused by furniture being taken or placed outside will be the responsibility of the Tenant.

8. Outdoor balconies, porches and terraces adjacent to the building are not a part of this Lease agreement. Any furniture placed on porches, patios, or balconies must be appropriate outdoor furniture and is subject to prior Landlord approval. Gas and charcoal grills are prohibited on porches and balconies. This provision even applies where a sprinkler system is present on the porch or balcony. Use of gas and charcoal grills is prohibited inside the leased premises, including garages, basements, and interior common areas, under any circumstances at any time.

9. **CLEANLINESS:** Tenant shall maintain all interior and exterior areas, including lawn/grounds, of the leased 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 any 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 and fixtures.

10. **TRASH:** All trash/recycling must be bagged, kept in tightly sealed containers, and placed outside for pickup no sooner than 12 hours before the assigned pickup day. If a dumpster is provided, trash must be placed inside the dumpster. Trash/recycling is to be properly placed by the street for pickup on the appropriate day of the week, or inside dumpsters provided on the property, whichever is applicable. Tenant is responsible for knowing the correct trash pick-up day. Unless the residence has an on-site dumpster, it is Tenant's responsibility to ensure that all refuse/recyclables/large items are removed from the leased premises and/or grounds which specifically includes items left at the curb and interior and exterior trash/recycling bins when Tenant vacates. Failure by Tenant to remove any such items/trash from the premises and/or grounds when Tenant vacates will result in cleaning and/or removal fees at Tenant's sole expense.

a. Tenant agrees to follow municipal recycling ordinances with regards to recyclable materials.

b. Tenant will be responsible for cleaning/removal charges of \$75.00 for each item of improperly placed/abandoned trash.

c. Tenant agrees to pay any fines assessed for violation of municipal trash codes in regards to improperly placed/abandoned trash.

11. Tenant is not permitted to place trash or personal belongings in any common areas, basements, garages or attics. Landlord is not responsible for Tenant belongings kept outside the confines of the leased premises. Landlord cannot and does not guarantee dryness in any basement.

12. **LAWN CARE:** Tenant agrees to allow Landlord, without interference, to engage in chemical and mechanical lawn and/or grounds control measures within the Premises, building and/or grounds wherein the building is located. Tenant agrees to be responsible for any and all lawn maintenance, if applicable, as set forth on the front of the Lease Agreement.

13. Smoking and/or consumption of alcohol in the building common areas are prohibited at all times.

14. Tenant is responsible for purchasing and replacing light bulbs within the leased premises as necessary and in accordance with law. All light bulbs must be in working order upon vacating the leased premises.

15. **PERSONAL PROPERTY:** Landlord shall not be responsible for damage to Tenant's personal property by theft, fire, water, sewer backup, mechanical failure, weather, 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. **Proof of renter's insurance is required during the entire course of the Lease term.** The policy shall be issued by a company licensed to do business in Wisconsin and shall have a minimum limit of liability for bodily injury and property damage of \$100,000.00. Tenant agrees that any personal property, except prescription medication, prescription medical equipment, manufactured/mobile home and titled vehicle remaining at the premises after the expiration or termination of the Lease will be deemed abandoned by Landlord and will not be stored for any period of time. Tenant understands and agrees that the cost of removing and/or disposing of any such abandoned property will be charged to Tenant.

16. Air conditioners, space heaters, waterbeds, security systems, dartboards, or extra refrigerators are not permitted within the leased premises, nor may Tenant attach or affix any wiring of any sort, advertising banners or signage, antennas, satellite dishes, or other electrical connections on or to the building, including but not limited to balconies and porches, without prior written Landlord approval. Additional fees and/or Lease addendums may apply. Any violation of this provision may be subject to a \$100.00 penalty per occurrence. Landlord reserves the right to remove any such objects or items.

17. **LAUNDRY:** Where laundry machines are provided, Tenant agrees to properly use laundry machines. In multi-family housing, use is restricted to the hours between 8:00 a.m. and 10:00 p.m. No personal machines are permitted without prior written Landlord approval. Landlord will not be responsible for damage to personal property due to laundry machine failure or Tenant's failure to read instructions.

18. Tenant is allowed to use only small nails or tacks to hang pictures. Poster putty, two sided tape and screws are not permitted. Tenant is prohibited from installing a television wall mount on the walls or ceiling of the leased premises.

19. **DAMAGES:** Whenever damage is caused by the carelessness, misuse, neglect or intentional acts on the part of Tenant or Tenant's guests or invitees, Tenant agrees to pay for the cost of all repairs and labor within 30 days of Landlord's demand for payment. Tenant agrees that this applies to the leased premises, common areas and grounds. **Proof of renter's insurance is required during the entire course of the Lease term.** Physical damage includes, but is not limited to:

a. Painting or wallpapering walls, or driving screws, brackets, or large nails into walls.

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- b. Fire, smoke or water damage, broken doors, cracked windows, holes in walls or screens, etc.
  - c. Damage to the garbage disposal (if applicable) 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. Damage to carpet or other flooring as a result of using tape or any other adhesive or chewing gum being stuck to the carpet.
  - f. The cost for repair of any damage to the leased premises, grounds and/ 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.
20. **LOCK-OUT:** In the event Tenant requests Landlord to unlock an apartment or other door for any reason, Tenant agrees to pay for the service call at a minimum labor rate of \$52.50 per hour during normal business hours (8:00 a.m. through 4:30 p.m. Monday-Friday), and at a minimum labor rate of \$78.75 per hour during non-business hours. In the event Tenant requests any locks to be re-keyed, Tenant agrees to pay the actual cost to re-key the locks including labor at a minimum rate of \$52.50 per hour.
21. **KEYS/LOCKS:** Fire and safety regulations specify that the Tenant may not change or re-key door locks or install additional locks on any exterior or interior doors. Landlord may, without notice or liability, remove any unauthorized locks and make necessary repairs at Tenant's expense. Unauthorized copying of keys is prohibited. No person other than a named Tenant shall be issued a key or access card to the Premises unless authorized by Landlord.
22. Tenant agrees to immediately inform Landlord of any hazardous or potentially hazardous condition that may develop or has developed in, near, or around the leased premises and/or building which may cause injury to persons or damage to property.
23. **MAINTENANCE:** Non-emergency maintenance requests should be made in writing and submitted to the management office. Emergency requests should be called in to the management office (608-251-8777) between the hours of 8:00 a.m. and 4:30 p.m., Monday Friday, or to the after-hours number (608-258-7726) during nonbusiness hours. Landlord is not responsible for completing repairs by a specific date when unusual circumstances, or acts of the Tenant, prevent such completion. Tenant shall not alter, redecorate, cause any contractor's lien to attach to Premises, or paint any portion of the Premises without prior written consent of the Landlord.
24. **CRIMINAL ACTIVITY:** Tenant agrees and understands that Landlord may, upon service of a 5-day notice to Tenant, terminate the tenancy of Tenant, without giving Tenant an opportunity to remedy the default, if Tenant, a member of Tenant's household, or a guest or other invitee of Tenant or of a member of Tenant's household engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of the premises by, other Tenants; engages in any criminal activity that threatens the health or safety of, or right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises; engages in any criminal activity that threatens the health or safety of the Landlord or an Agent or employee of Landlord; or engages in any drug-related criminal activity on or near the premises.
25. **APPLIANCE REPAIR:** If any appliance is not working, Tenant agrees to notify Landlord immediately. In the event of a refrigerator or freezer, Tenant agrees to keep their food from spoiling until such time as the appliance can be repaired. Landlord will not be responsible for the loss of food.
26. **RIGHT OF ENTRY:** Tenant grants Landlord (or Landlord's agents) permission to enter the premises at reasonable times when Tenant has made a verbal or written maintenance request without giving Tenant any further notice. Tenant agrees that Landlord may enter without advance notice if (a) any of the Tenants request or consent entry, (b) a health or safety emergency exists, or (c) Tenant is absent and Landlord reasonably believes entry is necessary to protect Premises from damage.
27. 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.
28. **NOTICE:** Tenant agrees that advance notification to residents for Landlord or Landlord's agent 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.
29. **PEST CONTROL:** Landlord provides pest control service if problems with pests arise. Tenant agrees to allow Landlord, without interference, to engage in chemical and mechanical pest control measures within the Premises and the building and grounds wherein the building is located. Landlord makes no guarantee to provide Tenant with alternative housing due to pest control issues as long as the issue is resolved within a reasonable time frame.
- a. Tenant shall receive at least 24 hours advance notice with instructions for preparing the leased premises for spraying.
  - b. Tenant agrees to fully cooperate with Landlord and pest control service, and properly prepare the leased premises as necessary.
  - c. If the leased premises are not ready and a re-spray is necessary, or management or pest control personnel must prepare the unit for spraying, a minimum rate of \$39.50 per hour preparation fee will be assessed to Tenant for failure to properly prepare.
  - d. In the event pest(s) issue is due to Tenant abuse, damage or neglect, Tenant agrees and understands that any and all costs associated with pest control will be invoiced to Tenant and which will be promptly paid to Landlord.
30. **SIGNS:** Tenant may not hang, post, display or exhibit banners or signs on the exterior door or the exterior of the building. Tenant shall not place anything whatsoever on the outer windowsills or ledges, or display, post or erect anything in or on the windows themselves or about the Premises or in the building except for designated areas. Landlord reserves the right to post 'For Rent' and 'For Sale' signs on the premises at Landlord's sole discretion.
31. Window screens may not be removed under any circumstances. Any Tenant who throws any object, fluid or liquid from the premises, including a window, balcony and/or roof may be subject to a \$300.00 penalty, eviction proceedings, civil and/or criminal prosecution.
32. **FALSE ALARMS:** In the event a false fire alarm/fire extinguisher discharge is determined to have originated from the leased premises, Tenant will be assessed a fine equal to \$500.00 per occurrence as well as any other damages and/or costs associated with the false alarm, in addition to any fine levied by the civil authorities, and will be prosecuted to the fullest extent of the law.
33. **SMOKE ALARMS AND CARBON MONOXIDE DETECTORS:** Tenant agrees that they are responsible for maintaining and testing smoke alarms and Carbon Monoxide (CO) detectors (where applicable) that are within the leased premises, in accordance with the manufacturer's instructions. Maintenance of CO detectors includes routine battery changes. Tenant agrees that they will notify Landlord in writing if a smoke alarm or CO detector becomes inoperable. Landlord shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s) and/or detectors.
34. Any person of legal age who resides in the leased premises 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. Removing Tenant names from the Lease is only permitted prior to Lease commencement.

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35. Tenant agrees to promptly reimburse Landlord for any municipal fines or citations assessed to Landlord for Tenant's violation of any municipal ordinance.
36. Appropriate window coverings, such as blinds and curtains, must be used to cover windows.
37. **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. Should Tenant fail to properly set up and maintain current utility services as set forth on the front page of this Lease, Tenant will be subject to a fine of \$75.00 per occurrence per billing cycle. Tenant hereby agrees to give consent and authorization to Landlord (or its agents) to have access to any and all utility account information during the course of the Lease, renewals and for 30 days thereafter.
38. **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 or to allow any unauthorized individuals into the building. Tenant also agrees to keep the leased premises door locked at all times, except when entering and leaving. 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.
39. An administrative fee of \$150.00 per occurrence may be assessed to Tenant for processing any incidents reported to Landlord by security and/or local authorities. This fee will be assessed in addition to any other damages and/or costs associated with the incident, in addition to any fine(s) levied by the civil authorities, and will be prosecuted to the fullest extent of the law.
41. **CHECK-IN/CHECK-OUT:** Tenant shall within eight (8) days of occupancy of the Premises, inspect the Premises and have returned to Landlord a completed Check-In/Check-Out form, detailing any defects or repairs needed within the Premises. The consequence of not timely returning the Check-In/Check-Out form is that the Landlord will then assume that there were no deficiencies in the Premises at the time of occupancy. Tenant agrees not to vacate the Premises without first contacting Landlord.
40. **TAX FORMS:** 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.
42. **MILITARY LEAVE:** Tenant(s) who will be deployed for 90 days or more may terminate lease in accordance with all applicable requirements set forth in the Servicemembers Civil Relief Act, 50 U.S.C. App. §§501, et seq. If there is more than one tenant on the lease and a Tenant is called to active duty, remaining Tenant(s) remain jointly and severally liable and understand that the monthly rent amount will remain unchanged.
43. 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.
44. **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/publicor> at 1-877-234-0085.
45. **SEVERABILITY:** If any provision or clause in the Lease or any addendums, or any remedy herein provided, is determined by a court of law to be invalid, then such provisions or clauses shall be deemed automatically adjusted to conform to the requirements for validity as declared at such time and, so adjusted, shall be deemed a provision or clause of this Lease as though originally included herein. In the event the provision or clause invalidated is of such a nature that it cannot be adjusted, such provision shall be invalid and deemed omitted from this Lease. The remaining provisions of this Lease shall remain in full force and effect.
46. **PARKING:** Unless included, a parking contract must be entered into between Landlord and Tenant before automobile parking is allowed on the property. Availability of rented parking is not guaranteed. In the event Tenant uses Landlord's parking facility without a valid parking contract at any time, Tenant expressly understands and agrees that Landlord will not be responsible and Tenant will be solely responsible for any and all damage to Tenant, Tenant's guest(s) and/or property and Landlord, Landlord's guest(s) and/or Landlord's property. Tenant understands and agrees that subletting and/or renting of any parking, including but not limited to garages, driveways and/or other spaces for vehicles, even when included in the Lease, to another party is strictly prohibited.
- No vehicles or mopeds may be parked on the lawn, in front of the building or on or near any bicycle racks, in common areas or any unauthorized place at the Property at any time without prior Landlord approval.
  - Tenant understands that overhead garage doors (where applicable) open and close automatically. Tenant understands and agrees that Landlord will not be responsible for any damage to Tenant's person and/or property due to an overhead garage door. Additionally, personal use of common area electrical outlets, including but not limited to use for car charging, are expressly prohibited at all times.
  - No inoperative vehicles (including vehicles with flat tires, unregistered or non-current license plates, or abandoned), recreational vehicles, boats, or trailers are permitted on the property at any time. Vehicle repair is prohibited on the property.
  - Failure to remove such vehicle, boat, or trailer after notice will be considered a material breach of the Lease agreement and may result in towing at Tenant's sole expense or legal action. There is also a \$25.00/day fee from date of notice until such vehicle, boat, or trailer is removed from the property.
  - Temporary parking permits are available for \$8.00 per day, subject to availability and with prior Landlord approval.
  - For information pertaining to street parking, please go to <http://cityofmadison.com/parking>.

_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date	<b>Landlord</b>	_____ Date (08/18)

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

(Initial)\_\_\_\_\_ 1. Tenant agrees to return the residence in an overall clean condition at move-out. 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 at a minimum labor rate of \$39.50 per hour. Tenant is not required to professionally clean carpets, unless there is damage caused by Tenant abuse.

(Initial)\_\_\_\_\_ 2. All windows, storm windows, screens, and blinds/window coverings must be in place or present at checkout time and in good condition, normal wear and tear excepted. In the event windows, screens or blinds/window coverings are broken, damaged, or missing Tenant agrees to pay as follows: damage to screen mesh interior \$50.00; if screen missing or frame damaged \$75.00; standard mini-blinds - \$45.00; standard vertical blinds - \$85.00; any specialty or special order blinds/window coverings - actual cost; window glass/frame - actual cost.

(Initial)\_\_\_\_\_ 3. All costs related to any repairs, including but not limited 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 minimum labor rate of \$52.50 per hour plus actual materials costs. The repairs may include, but are 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 beyond normal wear and tear caused during the Lease term.

(Initial)\_\_\_\_\_ 4. Tenant agrees that if the number of keys and garage remotes returned at or before the time of check-out at the end of the Lease term is not equal to the number of keys and garage remotes issued during the course of the Lease, the locks will be re-keyed and/or new remotes programmed. Charges, either during the course of the Lease or at Lease end, will be equal to the actual cost including labor at a minimum rate of \$52.50 per hour. Individual laundry keys or security door keys/fobs/access cards will be billed at the rate of \$30.00 each. Any parking hang tags and/or permits issued during the lease term which are lost, damaged, and/or not returned will be billed at a rate of \$25.00 each. Laundry cards must also be returned and 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, remotes, fobs and cards must be delivered together to Landlord at or before the check-out time.

(Initial)\_\_\_\_\_ 5. Tenants jointly and severally agree and understand that the returning of all of the keys, fobs, and/or remotes that were issued during the course of the Lease to the Landlord will 1. constitute a total surrender of the unit, 2. permit Landlord to enter the premises without further notice, and 3. be deemed as Tenants' full and complete surrender and abandonment of any and all items at the premises, with certain exceptions as set forth in Wis. Stat. §704.05(am).

(Initial)\_\_\_\_\_ 6. 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 end date and time. An additional use and occupancy charge of \$25.00 per hour will be assessed for each hour any Tenant remains in occupancy past the Lease end 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 end date. Landlord also reserves the right to file eviction in the event Tenant fails to vacate when the lease expires.

(Initial)\_\_\_\_\_ 7. Tenant expressly agrees that any unpaid late fees, fines and/or returned check fees, unpaid repair charges for the residence, repairs/damages incurred in any common areas, trash removal and/or dumpster costs and/or disposal fees, utility costs for which Tenant is responsible, court costs awarded and/or granted by court order, or mitigation costs allowable under Wis. Stat. §704, such as advertising expenses, in case of a breach of Lease (or any extension) may be deducted from the security deposit.

(Initial)\_\_\_\_\_ 8. Tenant may not have any animals on the premises at any time without Landlord's prior written consent. If an animal is acquired without prior written approval from Landlord, or if Tenant boards someone else's animal, Tenant will be assessed a penalty of \$150.00, and a \$20.00 penalty will be assessed each day that the animal remains on the premises. This provision does not grant permission to keep an unauthorized animal in the apartment.

(Initial)\_\_\_\_\_ 9. 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. Subleases are an uninterrupted continuation of the term of the Lease; as a condition of a sublease, no assessments or inspections by Landlord shall be made, no changes to any furniture provided by Landlord shall be made, nor any cleaning or promises to improve or repair shall be made by Landlord. Tenant agrees to pay a **\$500.00** fee for unauthorized subleasing, without affecting Landlord's right to proceed against Tenant for having an unauthorized Tenant. Community sharing programs, including but not limited to Airbnb, are expressly prohibited and are considered an unauthorized sublease.

(Initial)\_\_\_\_\_ 10. 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 for re-rental or Tenant vacates the Premises after lease commencement and/or prior to the Lease end date as listed in the Lease Agreement or any extensions thereof, whether or not advance notice is provided, Tenant agrees to pay \$300.00 to Landlord's agent as the cost for Landlord to fulfill its duty to mitigate the damages to Tenant by attempting to re-rent the Premises. The administrative fee is in addition to any other costs or losses associated with re-renting the premises.

(Initial)\_\_\_\_\_ 11. In the event of a partial renewal of the lease, any new/successor Tenant(s), including sublet and/or add-on Tenants, expressly assumes greater liability by consenting to the transfer of the terms of the original Lease and accepts any damages, breaches or violations which occurred before or during the period in which the new/successor Tenant(s) holds his or her interest and which includes but is not limited to handling the security deposit, the condition of the property at the start of the original Lease, and all liability under the original Lease.

(Initial)\_\_\_\_\_ 12. 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 violation. In addition to the \$50.00 fee, 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.

(Initial)\_\_\_\_\_ 13. Excessive noise, nuisance 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, nuisance 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 - \$100.00; 3<sup>rd</sup> noise complaint - \$150.00.

(Initial)\_\_\_\_\_ 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 minimum labor rate of \$52.50 per hour during normal business hours (8:00 a.m. through 4:30 p.m. Monday - Friday) and at a minimum labor rate of \$78.75 per hour during any non-business hours.

**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 and agree 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 Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	<b>Landlord</b>	_____ Date

(08/18)



**MADISON PROPERTY MANAGEMENT, INC.**

1202 Regent Street - Madison, WI 53715  
(608) 251-8777 - FAX (608) 255-9656

**LEASE ADDENDUM FOR DRUG FREE HOUSING**

THIS FORM IS ATTACHED TO AND MADE PART OF THE LEASE DRAWN BETWEEN THE PARTIES:

Address: \_\_\_\_\_

**“ANTI-DRUG RULES”**

Residents shall not, in the leased unit, hallways, elevators, parking garages, parking lots, maintenance areas, laundry room, pools, recreational facilities, lobbies, all exterior areas of the building, and all other common and/or public areas of the building (the foregoing are collectively referred to as the “Premises”) engage in or permit any drug related criminal activity or engage in or permit any criminal activity or other activity that endangers the health or safety of other residents, in the Owner's sole discretion, or engage in or permit any activity that is, in the Owner's sole discretion, otherwise injurious to the Community or its reputation.

Instances of such conduct shall include, but not be limited to, Residents permitting Co-Resident, Occupant, member of Resident's Household or Family, Guest Invitee, or other persons Resident permits to occupy or use the Premises, to keep, use, manufacture, purchase, sell, possess, or otherwise distribute controlled substances (as defined in section 102 of the Controlled Substance Act, 21 U.S.C. Section 802) or drug-related paraphernalia in or about the premises.

Resident further agrees that if controlled substances are found in the leased premises during the period of tenancy, except such controlled substances as have been dispensed to the person in possession of the same pursuant to a lawfully issued prescription (it being the burden of the tenant to establish that all elements of the foregoing exceptions apply), the existence of such controlled substances shall constitute a material non-compliance by the Tenant of this lease agreement. The restrictions contained hereunder are material obligations under the lease. It is fully understood that a single violation of any of the provisions of this addendum shall be deemed a material violation of the lease, and good cause for termination of the tenancy.

**IN WITNESS WHEREOF, the parties have executed this “Anti-drug rules addendum”**

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

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

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

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

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

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

**THE FOLLOWING DISCLOSURES ARE REQUIRED WITHIN THE CITY OF MADISON:**

**SMOKE DETECTOR / FIRE PROTECTION SYSTEMS REQUIREMENTS**

**34.26 REMOVAL OR TAMPERING WITH FIRE PROTECTION SYSTEMS.**

- (1) No person shall modify, remove, tamper with or in any manner interfere with or make any connection to any sprinkler system, standpipe system, private fire service main or fire hydrant, fire alarm system or appliance, fire extinguisher, or smoke detector, including the removal from power sources necessary to make the said devices functional, without the written permission of the Chief. This section shall not apply to lawful and necessary maintenance work performed by qualified and, when necessary, licensed personnel.
- (2) Any person violating this section shall be subject to a forfeiture of up to five hundred dollars(\$500) for the first violation, and not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) for the second or subsequent violation within a three (3) year period.

**Wisconsin Statute 101.645(3): Requirement**

The owner of a dwelling shall install a functional smoke detector in the basement of the dwelling and on each floor level except the attic or storage area of each dwelling unit. The occupant of such a dwelling unit shall maintain any smoke detector in that unit, except that if any occupant who is not the owner, or any state, county, city, village or town officer, agent or employee charged under statute or municipal ordinance with powers or duties involving inspection of real or personal property, gives written notice to the owner that the smoke detector is not functional the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.

If you fail to comply with Wisconsin Statute 101.645(3), or if you remove a smoke detector battery or otherwise tamper with a fire protection system, and your residence and other areas of the building are damaged by a fire that started in your residence, you may be held liable for such damage.

**FAMILY DEFINITION**

Madison General Ordinance 28.211 states as follows: A family is an individual or two (2) or more persons related by blood, marriage, domestic partnership, or legal adoption living together as a single housekeeping unit in a dwelling unit, including foster children, and up to four (4) roomers, with the following exceptions:

1. Within the SR-C1, SR-C2, SR-C3, TR-C1, TR-C2, TR-C3, TR-C4, TR-R, and TR-P residential districts, dwellings that are not owner-occupied are limited to one (1) roomer.
2. In any residence district, a family may consist of two (2) unrelated adults and the minor children of each. Such a family may not include any roomers except when the dwelling unit is owner occupied. For purposes of this section, "children" means natural children, grandchildren, legally adopted children, stepchildren, foster children, or a ward as determined in a legal guardianship proceeding.
3. In any district, a family also may consist of up to four (4) unrelated persons who have disabilities/are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA), are living as a single household because of their disability and require assistance from a caregiver.
4. In any district, up to two (2) personal attendants who provide services for family members or roomers who are disabled or handicapped under the FHAA or ADA and need assistance with the activities of daily living shall be considered part of a family. Such services may include personal care, housekeeping, meal preparation, laundry or companionship.

**OFF-STREET PARKING REQUIREMENTS**

Madison General Ordinance 28.11(3)(a) states: (1) In the residence district, accessory off-street parking facilities provided for uses listed herein shall be solely for the parking of passenger automobiles (including passenger trucks) and bicycles of patrons, occupants or employees. Such vehicles are limited in size to less than one (1) ton capacity. (2) All vehicles parked on a residential lot shall be in condition for safe and effective performance of the function for which they are designed. (3) All motor vehicles parked on a residential lot shall display current license plates.

Tenant acknowledges receipt of a copy of the Tenant & Landlord Rights and Responsibilities Pamphlet and the Tenant Fire Safety Flyer.

Tenant Initials \_\_\_\_\_



**SMOKE ALARM ACKNOWLEDGEMENT**

Property Address: \_\_\_\_\_

Presence of required smoke alarms

By signing this form both tenant and landlord acknowledge that, at the address listed above, smoke alarms meeting one of the two requirements below are installed and operating in each bedroom, in every sleeping area and within six feet of each door leading to a bedroom or sleeping area at the above-listed address,

- a. A smoke alarm with two independent power sources consisting of a primary source that uses commercial light and power and a secondary source that consists of a non-rechargeable or rechargeable battery, or
- b. A smoke alarm which is powered by a non-replaceable, non-removable battery that is capable of powering the smoke alarm for a minimum of ten years.

Maintenance of smoke alarms

Tenant acknowledges that they are responsible for maintaining and testing, in accordance with the manufacturer's instructions, smoke alarms that are within the unit. Further, that they are responsible for notifying the landlord in writing if a smoke alarm becomes inoperable. The landlord shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s).

Tenant acknowledges that they have received a copy of the manufacturer's maintenance and testing instructions for the smoke alarms installed in their unit.

Tenant acknowledges that they have received a copy of the City of Madison Fire Department Tenant Fire Safety flyer.

Removal or tampering with smoke alarms; penalties

Tenant acknowledges and understands that it is a violation of MGO section 34.42 to tamper with, remove, alter damage or otherwise render any smoke alarm inoperable and that pursuant to MGO section 34.26(2), the penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm include:

**a forfeiture of up to five hundred dollars(\$500) for the first violation, and not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) for the second or subsequent violation within a three (3) year period.**

_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	<b>Landlord</b>	_____ Date

# Lead Paint Disclosure Housing Rentals & Leases

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

## Lead Warning Statement

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

### LANDLORD'S DISCLOSURE (to be initialed by Landlord/Agent)

(a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint or lead-based paint hazards are present in the housing (explain)

\_\_\_\_\_

\_\_\_\_\_

Landlord has no knowledge of lead-based paint and lead-based paint hazards in the housing

(b) Records and reports available to the Landlord (check one below):

Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_

\_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### TENANT'S ACKNOWLEDGMENT (initial both)

(c) Tenant has received copies of all information listed above.

(d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home

### AGENT'S ACKNOWLEDGMENT (initial)

(e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

### CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate:

\_\_\_\_\_  
Landlord Date Tenant Signature Date

\_\_\_\_\_  
Agent Date Tenant Signature Date

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

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



**LEASE ADDENDUM**  
**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

Landlord provides the tenants the following notice in accordance with Wis. Stat. §704.14:

(1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a 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:
  1. Sought an injunction barring the person from the premises.
  2. Provided a written statement to the landlord stating that 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 in all instances.

_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date
_____	_____	_____	_____
Tenant Signature	Date	Tenant Signature	Date
_____	_____		
Tenant Signature	Date		



**MOLD ADDENDUM**

Mold is found virtually everywhere in our environment-both indoors and outdoors and in both new and old structures. Mold is a naturally occurring microscopic organism. We have all lived with mold spores all of our lives. Mold breaks down organic matter in our environment and can be transported by shoes, clothing, and other material. If excessive moisture becomes present, mold can grow. It is undetermined what constitutes a sufficient accumulation of mold which could lead to adverse side effects. Precautions regarding mold need to be taken. **Tenant(s) hereby agrees to the following condition of tenancy:**

**MOISTURE ACCUMULATION:** Tenant(s) shall remove visible moisture accumulation in or on the Leased Premises, including windows, walls, ceilings, floors and all other surfaces as soon as reasonably possible after occurrence. Tenant(s) agrees to use exhaust fans (where applicable) when cooking with open pots and in the bathroom before, during, and after showering. Tenant(s) agrees to keep climate and moisture in the Leased Premises at reasonable levels.

1. **APARTMENT CLEANLINESS:** Tenant(s) agrees to keep the residence clean, particularly in the kitchen, bathrooms, carpets and floors, including vacuuming regularly, mopping floors and using household cleaner on hard surfaces. It is important to remove dirt and debris that can harbor mold.
2. **NOTIFICATION OF MANAGEMENT:** In order to remedy or repair the situation as necessary, promptly notify the Landlord in writing if any of the following shall occur:
  - a. A water leak, excessive moisture or standing water on the Leased Premises.
  - b. A water leak, excessive moisture or standing water in a common area including Lessee’s garage storage area.
  - c. Mold Growth in or on the Leased Premises that persists after Tenant(s) has (have) attempted several times to remove with household cleaners (Lysol, Pine-Sol, Tilex Mildew Remover, Clorox Cleanup or a combination of bleach and water).
  - d. Any air conditioning, heating or ventilation system problems you may discover.
3. **AVOIDING MOLD GROWTH:** In order to avoid mold growth, it is important to avoid excessive moisture build-up in your residence. Prolonged moisture can result from various sources, such as:
  - a. Leaking windows and doors.
  - b. Bathroom, washer/dryer, dehumidifier, refrigerator overflow.
  - c. Plumbing leaks.
  - d. Washer/dryer leaks, spills.
  - e. Shower stalls and bath floors.
4. **TREATING MOLDS THAT HAVE ALREADY OCCURRED ON NON-POROUS SURFACES:** The EPA recommends that you first clean the area with soap and water (always apply cleaner in an area five or six times larger than the visible mold). Allow to dry thoroughly. Within Twenty-Four (24) Hours, apply a pre-mixed household biocide (Lysol, Pine-Sol, Tilex Mildew Remover, or Clorox Cleanup). Be sure to follow directions. Not all cleaners will kill mold. Tilex or Clorox contain bleach, which can discolor and stain. Do not apply biocides to porous areas.
5. **COMPLIANCE:** Complying with this Addendum will help prevent mold growth in your dwelling, and both Tenant(s) and Landlord will be able to respond correctly if problems develop that could lead to mold growth. Non-compliance of this Addendum shall be deemed a violation under terms of the Lease. Please contact Landlord if you have further questions.
6. **PROPERTY LIABILITY:** if you fail to comply with this Addendum, you may be held responsible for property damage and health problems that may result. Problems cannot be repaired without proper and prompt notification to Landlord.
7. **LIABILITY:** Tenant(s) shall be liable to Landlord for damages sustained to the Leased Premises. Landlord shall not be responsible or liable for damages or loss to Tenant’s person or property as a result of Tenant’s failure to comply with the terms of this Addendum.

**ADDENDUM SUPERSEDES LEASE:** In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern.

The undersigned acknowledge having read and understood this Mold Addendum and agree to the terms and conditions as stated above.

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

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

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

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

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

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



## SECURITY DEPOSIT PAYEE DESIGNATION

We, residents of \_\_\_\_\_, designate the following person to be solely named on the security deposit refund, if any, at the end of our tenancy:

\_\_\_\_\_ (please print)  
and the sole address to which the Statement of Security Deposit should be mailed is:

\_\_\_\_\_  
\_\_\_\_\_

All tenants signed to the lease must sign and date this designation form or Tenants understand and agree that the Statement of Security Deposit will be made out to all named Tenants. We understand that we may change the payee designation at a later time by completing a new form, obtaining all Tenant signatures, and submitting it to the Landlord. Tenants understand and agree that **no verbal changes** may be made to this designation at any time. The designated payee may change the above address only without the consent of the other residents. Any address change request needs to be in writing or through e-mail.

_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date
_____ Tenant Signature	_____ Date	_____ Tenant Signature	_____ Date



## SECURITY DEPOSIT PAYMENT AGREEMENT

THIS DOCUMENT IS HEREBY INCORPORATED INTO AND MADE PART OF THE ACCOMPANYING LEASE AGREEMENT

Apartment address: \_\_\_\_\_

Landlord agrees to accept and Tenant agrees to deliver payment in full in the amount of \_\_\_\_\_ for the security deposit by \_\_\_\_\_ at 3:00pm. Please make checks payable to: "\_\_\_\_\_".

**If payment in full is not made as outlined above, Landlord may consider this a breach of the Lease Agreement and the apartment may be placed back on the rental market. Tenants understand that they will remain responsible for all of the obligations of the Lease Agreement until the apartment is re-rented or the Lease Agreement expires, whichever comes first.**

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

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

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

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

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

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

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

## COSIGNER DISCLAIMER

THIS DOCUMENT IS HEREBY INCORPORATED INTO AND MADE PART OF THE ACCOMPANYING LEASE AGREEMENT

If for any reason Tenant(s) fail to provide a valid cosigner (where required) or the intended cosigner fails to complete and return the Guarantor Form (where applicable), Tenant(s) understand, accept, and agree that the Lease is valid and binding, which includes but is not limited to joint and several liability and all financial obligations.

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

\_\_\_\_\_  
Tenant Signature

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

\_\_\_\_\_  
Tenant Signature

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

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