

MADISON PROPERTY MANAGEMENT, INC.

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

**HOUSE RULES
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 withdrawal. 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 payment is returned for any reason, Tenant agrees to pay a \$35.00 administrative 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.

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 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. 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.

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 payee in writing. It is Tenant's responsibility to leave a forwarding address prior to Lease expiration or termination. Objections to security deposit deductions must be made in writing to the management office within 21 days of receipt. Tenant **must** provide Landlord with a forwarding address.

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.

c. Landlord agrees to clean the leased 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 that no improvements or repairs to the leased premises have been promised unless they are specifically outlined and agreed to in writing by Landlord before the lease is signed.

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 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.

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.

Initial _____ (9/16)

HOUSE RULES – 1st continued

10. **TRASH:** All trash must be bagged, kept in tightly sealed containers, and placed outside for pick-up no sooner than 12 hours before the assigned pick-up day. If a dumpster is provided, trash must be placed inside the dumpster. Trash is to be properly placed by the street for pick-up 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.
- a. Tenant agrees to follow municipal recycling ordinances with regards to recyclable materials.
 - b. Tenant will be responsible for cleaning/removal charges of \$75 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 vehicles remaining at the leased 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.
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. **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.
 - b. Fire 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 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 through 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 which may develop or has developed in, near, or around the leased premises and/or the 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 non-business 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.

HOUSE RULES – 1st continued

24. **CRIMINAL ACTIVITY:** Tenant(s) 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 Landlord or an agent/employee of Landlord; or engages in any drug-related criminal activity on or near the premises.
25. **APPLIANCE REPAIR:** If the refrigerator and/or freezer is not working, Tenant agrees to notify Landlord immediately. 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 premise 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.
- a. Tenant shall receive at least 24 hours prior written 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 \$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. **ADD-ON POLICY:** In the event that all residents who will be occupying the unit are not able to be present for the initial lease signing, management will be conducting additional lease signings for the remaining roommates Monday - Friday between 9:00 AM and 1:00 PM, or by appointment. Management will accommodate one lease signing after the initial signing at no charge. If additional signings are needed, there will be an administrative fee of \$50.00 for each lease signing thereafter. Tenant agrees to notify future roommates of this policy. In addition, any modifications to the lease agreement performed within the last 45 days prior to Lease commencement will be subject to a \$50.00 administrative fee.
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. In addition to any utilities set forth on the front page of this Lease, Tenant agrees that "water & sewer" includes any and all charges contained in the Madison Municipal Services bill or any similar issuing entity. Tenant(s) 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:** Tenant agrees to keep the leased premises' door locked at all times, except when entering and leaving and not to allow any unauthorized individuals into the building. 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. **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.

