

# NONSTANDARD RENTAL PROVISIONS



Name of Tenant(s): [ContactList("Adult")]

Address: [Lease.Unit.Address.Street1()], [Lease.Unit.Address.CityStatePostalCode()]

*The Nonstandard Rental Provisions listed below are part of your Rental Agreement and lists the various charges and costs that your landlord may assess against you and withhold from your security deposit.*

## **Security Deposit Deductions**

Initial All / Inicializar Todo

\_\_\_\_\_:1 LATE RENT FEES: A late fee of \$50.00 will be assessed against the Tenants for all late rent payments as set forth in the Residential Rental Agreement. These fees may be deducted from the Tenant's security deposit.

\_\_\_\_\_:2 RETURNED CHECK/STOP PAYMENT FEE: If any payment by Tenant is returned due to insufficient funds, or for any other reason, Tenant will be charged a fee of \$35.00 per incident as states in the Residential Rental Agreement. If Landlord incurs any other costs or fees as a result of Tenant's payment being returned due to insufficient funds or for any other reason, Tenant will also be charged the actual cost incurred by Landlord as a result. These fees and costs may be deducted from Tenant's security deposit.

\_\_\_\_\_:3 GARBAGE/TRASH REMOVAL: If Tenant leaves garbage or trash outside door of unit, or in any common area of the property or yard, which is not specifically designated for the placement of garbage/trash, Tenant will be responsible for reimbursing Landlord for any and all costs incurred as a result, which could be as much as \$50.00 per incident. These amounts may be deducted from the Tenant's security deposit.

\_\_\_\_\_:4 FAILURE TO PROPERLY DISPOSE OF RECYCLABLES: It is Tenant's responsibility to separate all recyclable materials and deposit them in appropriate containers as required by law or local ordinances. If Tenant fails to separate recyclable materials and deposit them in the appropriate containers, Tenant will be assessed a fee of \$50.00 for each occurrence plus the actual costs incurred by Landlord to properly dispose of the recyclables. If Tenant fails to separate recyclable materials and Landlord is assessed a fine, fee, and/or other charge by the local municipality as a result, Tenant will be responsible for reimbursing Landlord for any and all amounts. These amounts may be deducted from the Tenant's security deposit.

\_\_\_\_\_:5 RAKE, CUT AND MAINTAIN LAWN / REMOVE SNOW AND ICE (where applicable): If Tenant fails to rake the lawn, mow the lawn and/or remove snow from sidewalks or other designated areas within a reasonable time period, Tenant will be assessed a fee of \$50.00, plus the actual costs incurred by the Landlord to complete the above. Tenant will also be responsible for any fine, fee and/or other charge by the local municipality as a result of Tenant's failure to comply with law or local ordinances regarding lawn mowing and/or snow removal. These amounts may be deducted from the Tenant's security deposit.

\_\_\_\_\_:6 PARKING: Tenant shall park their vehicle(s) in the designated parking area or space(s) as set forth in the Residential Rental Agreement, only. If Tenant parks vehicle(s) on grass or on any other non-paved portion of the premises other than the designated space, Tenant will be charged \$50.00 for each day that vehicle is parked in a non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the premises and the above charge will also be assessed against Tenant for each day that this rule is not followed. Guests of Tenant must abide by the same rules or Tenant will be assessed the above charges. These amounts may be deducted from Tenant's security deposit.

\_\_\_\_\_:7 ILLEGAL PARKING: Tenant has been informed, and understands, that if Tenant or any of Tenant's guests or invitees park in an unauthorized parking area or space, the Landlord has the legal right pursuant to Wis. Stats. 349.13(3m) to have the vehicle removed from the property immediately, at the owner's expense, without the permission of the vehicle owner.

\_\_\_\_\_:8 PARKING LOT/PARK ROADS: When entering and exiting any park roads or parking areas it is mandatory that the volume on radios and stereos be turned down to a level that cannot be heard outside your vehicle, or off, and your speed shall not exceed 10 mph. Violators will be fined \$50.00.

\_\_\_\_\_:9 FAILURE TO PERMIT ACCESS TO HOME OWNED BY LANDLORD: If Tenant fails to permit Landlord access to unit after Landlord given notice pursuant to Wis. Stat. 704 and Wis. Admin. Code ATCP 134, Tenant will be charged a fee of \$100.00 for each occurrence. Tenant will also be charged for any damages and/or costs incurred by landlord as a result of Tenant's failure to allow access to home. These amounts may be deducted from the Tenant's security deposit.

\_\_\_\_\_:10 LOCK OUT: Should Tenant need Landlord to unlock the premises because of lost, forgotten or misplaced keys, Tenant shall pay Landlord \$25.00 for service needed during normal business hours, \$60.00 after business hours or on weekends, and any other charges from a professional contractor if Landlord is unable to perform this service. These amounts may be deducted from the Tenant's security deposit.

\_\_\_\_\_:11 RETURN OF KEYS/GARAGE DOOR OPENERS: If Tenant fails to return all home and mailbox keys and all garage door openers prior to vacating unit, Tenant will be responsible for reimbursing Landlord for any and all associated costs incurred as a result, which could be as much as \$60.00. These amounts may be deducted from the Tenant's security deposit.

\_\_\_\_\_:12 DAMAGE TO HOME OWNED BY LANDLORD: Tenant is responsible for any and all damage to unit that was not caused by Landlord, Landlord's agent, or acts of God. The unit should be left in the same condition as it was when Tenant moved into unit. Tenant will be responsible for reimbursing Landlord for any and all costs to repair damage that Landlord incurred, which could be as much as \$85.00 per hour to clean and repair the unit. These amounts may be deducted from the Tenant's security deposit.

\_\_\_\_\_:13 FAILURE TO CLEAN HOME OWNED BY LANDLORD: Tenant is responsible for cleaning the entire unit, which includes the carpet, prior to vacating the unit. Stained or soiled carpets which require professional cleaning are defined as beyond normal wear and tear. The unit, including the carpeting, shall be as clean upon vacating as it was when the Tenant moved into the unit. Prior to move out, Tenant shall contact a professional carpet cleaning company and pay any associated costs directly to the company for their services. Tenant shall submit the carpet cleaning receipt at the time of the move out inspection. Carpet cleaning receipts submitted after the Tenant vacates will not be considered valid nor credited back to the Tenant. Failure to clean the carpet prior to vacating the unit and providing a receipt will result in Owner charging the Tenant for the actual costs of professional carpet cleaning. These amounts may be deducted from the Tenant's security deposit.

\_\_\_\_\_:14 VACATING WITHOUT PROPER NOTICE: If Tenant vacates the unit without proper notice or is removed from the property for failure to pay rent or any other breach of the rental agreement, Tenant is liable for all charges permitted under Wis. Stat. 704.29, including, but not limited to, all costs incurred to re-rent the vacated unit and all utilities for which Tenant is responsible through the end of the term of the rental agreement, subject to Landlord's duty to mitigate. Such charges may be deducted from the Tenant's security deposit.

\_\_\_\_\_:15 HOLDING OVER AFTER NOTICE: If Tenant remains in possession of unit without consent of the Landlord beyond the last day of the tenancy, pursuant to the expiration of rental agreement, termination of tenancy by notice given by either party, or other termination by valid agreement, absent proof of greater damages, Tenant shall be liable for Landlord for minimum damages of twice the rental value apportioned on a daily basis. Should Tenant's hold-over result in the loss of any portion of the following month's rent. Tenant shall be liable for lost rent. Such charges may be deducted from the Tenant's security deposit.

\_\_\_\_\_:16 UNAUTHORIZED GUESTS: Tenant is not allowed to have guests occupy the unit for more than 14 days per year without the written permission of the Landlord. If an unauthorized person occupies the unit for more than 14 days per year, Tenant will be responsible for an additional \$40.00 per day for each unauthorized person. Such charges may be deducted from the Tenant's security deposit.

\_\_\_\_\_:17 UNAUTHORIZED PETS/ANIMALS: Tenant acknowledges that Tenant is not authorized to have a pet/animal in the unit or elsewhere on the premises, unless authorized in separate Animal Care and Welfare Addendum. In the event a pet/animal enters the unit or premises at any time, for any length of time during the tenancy, costs to repair soiled carpets (removal of urine and feces stains and odor), pest extermination (e.g. fleas) and other expenses are considered Tenant damage, waste or neglect of the unit or premises, beyond normal wear and tear. Tenant agrees to pay for any damages and costs caused by the pet/animal, and specifically authorizes Landlord to deduct the charges from Tenant's security deposit if Tenant does not pay before Tenant vacates the unit and the security deposit is returned. In addition, Tenant shall be assessed a \$100.00 per day fee until the pet has been permanently removed from the unit or premises. Nothing herein shall be construed as an authorization for Tenant to keep a pet/animal in the unit or on the premises without written permission.

\_\_\_\_\_:18 NO SMOKING: Neither Tenant nor Tenant's guest are allowed to smoke within the rental unit and/or common areas. If this rule is violated, Tenant will be charged \$ N/A per incident. Tenant further agrees to pay for any damages and costs caused by the smoking, and specifically authorizes Landlord to deduct the charges from Tenant's security deposit if Tenant does not pay before Tenant vacates the unit and the security deposit is returned. Such charges may be deducted from the Tenant's security deposit.

\_\_\_\_\_:19 MODIFICATIONS TO UNIT: Tenant is not allowed to make any modifications to unit without the written consent of Landlord. If this rule is violated, Tenant will be responsible for the actual cost incurred by Landlord to return the unit to its original condition, which could be as much as \$85.00 per hour to repair the modifications. Such charges may be deducted from the Tenant's security deposit.

\_\_\_\_\_:20 WASHER/DRYER: In properties where Tenant(s) are permitted to hook up their own washer and dryer, Tenant(s) may connect at no charge if hook-ups are available for the unit, otherwise there is a one-time \$85.00 installation fee to provide electric, gas or water service, or the actual costs if it is more than the \$85.00 installation fee.

\_\_\_\_\_:21 UTILITIES CHANGED TO TENANTS NAME: Tenant is the change their responsible utilities into their name effective the Rental Agreement start date. If this rule is violated, Tenant will be responsible for the actual cost of the utilities along with an additional penalty fee of \$100.00 for each month the utilities are not changed to the Tenant's name. Utilities must remain current and connected at all times. Tenant is responsible for the utilities through the end of tenancy. Any outstanding or unpaid utilities may be deducted from the Tenant's security deposit.

\_\_\_\_\_:22 HEAT: Tenant shall not use stove/oven to heat unit. A fine of \$50.00 per occurrence will be charged and the Tenant/occupants are subject to eviction. Such charges may be deducted from the Tenant's security deposit.

\_\_\_\_\_:23 BED BUGS: Tenant agrees not to bring into the rental unit or maintain at the rental unit or anywhere at or about the housing complex any furniture, including, but not limited to discarded bedding, bed frames, mattresses, box springs, upholstered or un-upholstered furniture, clothing or any other item susceptible of harboring Bed Bugs or other similar pests or know to have, or previously to have had Bed Bugs.

ACKNOWLEDGEMENT: Tenant acknowledges that Landlord or Landlord's Agent has specifically identified each non-standard rental provision with Tenant prior to entering into a rental agreement.

TENANT / INQUILINO: \_\_\_\_\_ Date / Fecha: \_\_\_\_\_  
Tenant Signature / Firma del Inquilino

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Tenant Signature / Firma del Inquilino

Landlord or Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_  
Landlord or Authorized Agent Signature(s)