

STANDARD RESIDENTIAL LEASE

Move-In/Keys Out \_\_\_\_\_ Common Door: \_\_\_\_\_ Apt. Door: \_\_\_\_\_ Mailbox: \_\_\_\_\_ Garage Keys/Opener: \_\_\_\_\_ Basement Key \_\_\_\_\_

Move-in/Lease Renewal Specials: \_\_\_\_\_

Move-in/Lease Renewal Improvements: \_\_\_\_\_

All specials offered regardless of lease term are void if the tenant does not stay for the full term of this lease. Amounts totaling the offer given are due to the landlord prior to vacating and may be withheld from the security deposit and/or billed to the tenant (s) I (We) understand and agree with the Move-in Special provisions:

Tenant Initials: \_\_\_\_\_ Value of Rent Special: \_\_\_\_\_

This lease was drafted by {Select Landlord}, as Landlord. This lease of the Premises identified below is entered by and between the Landlord and Tenant (referred in the singular whether one or more) on the following terms and conditions.

LANDLORD

{Select Landlord}

Landlord’s agent for maintenance, management, service of process and collection of rent:

Manske Property Management, Inc. Phone: (414) 546-8090
10050 W Beloit Road Fax: (414) 543-5433
Greenfield, WI 53228 Email: apts@manskepm.com

TENANT(S)

MAXIMUM OCCUPANCY ALLOWED: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

NO. OF REGISTERED ADULTS: \_\_\_\_\_ NO. OF REGISTERED CHILDREN: \_\_\_\_\_

Failure to obtain written permission prior to adding/changing occupants is a violation of the lease contract and a 5-Day Notice to Cure or Vacate the premises may be served to the tenant(s).

NO. OF VEHICLES ALLOWED: \_\_\_\_\_ Parking Type: None Stall No.: \_\_\_\_\_

All vehicles must be registered and licensed with the State of Wisconsin, be in operable condition, not leaking fluids and on the current lease agreement. Tenants that rent garages or underground parking spots are expected to park their vehicle in said garage/underground parking spot Vehicle Repair/Restoration is not allowed on the premises. No boats, trailers, campers, jet skis, RVs or ATVs are permitted to be stored on the premises.

VISITOR PARKING IS NOT ALLOWED ON THE PREMISES

PREMISES

Street Address: \_\_\_\_\_ Select Apt/Unit No.: \_\_\_\_\_
City/State/Zip: Select City No. of Bedrooms: \_\_\_\_\_
Location/Floor: \_\_\_\_\_ Locker #: \_\_\_\_\_

Included furnishings/appliances: Refrigerator, Stove, \_\_\_\_\_

TERM

The rental term is Select Term \_\_\_\_\_
Beginning on \_\_\_\_\_ and for all terms longer than one month ends on: \_\_\_\_\_
\*Written notice to Vacate required for this term is 60 Days.

RENT

UNIT: \_\_\_\_\_
PARKING: \_\_\_\_\_
PETS: \_\_\_\_\_
SPECIALS/CREDITS: \_\_\_\_\_
TOTAL RENT: \_\_\_\_\_

\*The total rent is due on or before the 1st of each month and is payable by mail or designated drop-box.
\*Pet Agreement must be signed prior to pet occupancy.

**PETS**

A Pet Agreement Addendum must be signed. A maximum of two (2) pets of any type are allowed unless otherwise indicated below. Each property may have different restrictions on the number of, type, breed or weight of pets allowed.

CATS <SELECT>

# allowed: \_\_\_\_\_

DOGS <SELECT>

# allowed: \_\_\_\_\_ Dog Breed(s): \_\_\_\_\_

SMALL ANIMALS <SELECT>

# allowed: \_\_\_\_\_ Animal Type(s): \_\_\_\_\_

**VISITING PETS ARE NOT ALLOWED ON THE PREMISES!**

**Adding a Pet to your household without written consent is a violation of your lease agreement and a Five-Day Notice to Vacate may be served.**

**SECURITY DEPOSIT**

Upon Landlord’s acceptance of tenant’s application, all earnest money previously paid to and received by the Landlord became the Tenant’s Security Deposit. Tenant’s security deposit in the amount of \_\_\_\_\_ shall be held by {Select Landlord}. Security Deposit need not be held in trust. The deposit, less any amounts legally withheld, will be delivered or mailed to the Tenant’s forwarding address within 21 days after Tenant surrenders the Premises. Surrender shall occur on the last day of the tenancy pursuant to this rental agreement, subject to the exceptions described in WI Statute 704.28 and WI ATCP 134.06. Upon surrender, Tenant shall vacate the Premises and return, or account for, any of Landlord’s property held by Tenant such as keys, garage door openers, etc. If a forwarding address is not provided, the deposit will be sent to the last known address. If any portion of the deposit is withheld, Landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount legally withheld. The reasonable cost of repairing any waste, neglect or damages for which Tenant is responsible, normal wear and tear expected, may be deducted from the security deposit. Tenant has 7 days from the commencement of occupancy to complete and return a “check in” condition report to the landlord, informing the landlord of any damage or defective condition existing on the premises prior to the Tenant’s occupancy. Tenant may not use the security deposit as payment of the last month’s rent.

**ENTRY BY LANDLORD**

Landlord may enter the Premises occupied by Tenant at reasonable times with 12 hours written or verbal advance notice to inspect the Premises, make repairs, show the Premises to prospective tenants or purchasers, or comply with applicable laws or regulations. Landlord may enter without advance notice or consent of the Tenant, when a health or safety emergency exists, or if Tenant is absent and landlord believes entry is necessary to protect the Premises or the building in which they are located from damage. Denial of access to the Premises is a breach of the lease and may result in termination of lease contract by 5-Day Notice to Vacate.

**ABANDONMENT**

If Tenant abandons the Premises before expiration or termination of the Lease, its extension or renewal, or if the tenancy is terminated for Tenant’s breach of this lease, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less costs of re-renting, against the Tenant’s obligations, under this Lease. Tenant shall remain liable for any deficiency. Re-rental costs include but are not limited to: Lost rents including move-in specials received and offered to prospective tenants, all advertising, credit checks, and painting and required cleaning. If Tenant is absent from the Premises for two successive weeks without notifying landlord in writing of this absence, landlord may deem the Premises abandoned unless rent has been paid for the full period of the absence.

**PERSONAL PROPERTY**

If Tenant’s personal property is left on the Premises after Tenant vacates or abandons the Premises, Tenant shall be deemed to have abandoned the property and Landlord shall deal with it as provided by the law, section 704.05(5) Wis. Stats.

Tenant shall use the Premises for residential purposes only. Neither party (landlord or tenant) may make or knowingly permit a use of the Premises for any unlawful purpose, or do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy.

**SALE OF PROPERTY**

Upon voluntary or involuntary transfer of ownership of the Premises, Landlord’s obligations under the Agreement shall terminate and landlord’s obligations and liability under this lease shall be expressly released by Tenant. The new owner of the Premises shall be solely responsible for the Landlord’s obligations under this Agreement.

**CONTINUATION OF LEASE**

If the Tenant continues to occupy the Premises after the expiration of this Lease and makes a timely payment of rent, the lease shall continue on a month to month basis, upon the same terms and conditions stated herein, unless another agreement is signed. At lease renewal, if the lease renewal is not returned within the time frame provided the lease will be terminated.

**CONTROLLING  
LAW**

Landlord and Tenant understand their rights and obligations under the Lease are subject to statutes, rules and ordinances, including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter ATCP 134, and applicable local ordinances. Both parties shall obey all government orders, rules and regulations related to the Premises, including local housing codes.

**SMOKE DETECTOR  
NOTICE**

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. Tenant shall change the smoke alarm battery yearly upon lease renewal. Removal of smoke detector battery or disabling the function of the smoke detector is a violation of lease agreement and a Five-Day Notice to Cure or Vacate may be served.

**GUESTS**

Tenant may have guests residing temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size and facilities of the Premises. No guest may remain for more than two weeks without written consent of Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste or neglect cause by the negligence or improper use of the Premises or the building or development in which they are located by Tenant or Tenant's guests and invites. Under no circumstances are guests allowed to park on private lots, driveways or other surrounding property. Guests are restricted to street parking at all times.

**MAINTENANCE**

Landlord, under sec. 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 maintain the Premises under Tenant's control clean and in as good general condition as they were at the beginning of the term or as subsequently improved by Landlord, normal wear and tear expected. Tenant shall not, without specific written approval of Landlord, physically alter, redecorate or paint the Premises, cause any contractor's lien to attach to the Premises, commit waste to the Premises or the property of which it is a part, or attach or display anything, which substantially affects the exterior 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 heat to prevent damage to the Premises and the building in which they are located.

**RULES**

Landlord may make reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Any failure by Tenant to comply substantially with the rules is a breach of the Lease. Landlord may amend the rules to provide for newly added amenities or to meet changed circumstances or conditions adversely affecting the property. No such amendment may unreasonably interfere with Tenant's use and enjoyment of the Premises or the property of which it is part.

**CABLE**

Unless permitted in writing Satellite Dishes **are not allowed**. Tenant shall be responsible for any damage caused to the roof or structure as a result of unauthorized Dish installation.

**GRILLS**

In accordance with state & federal fire codes and laws, grills or fire pits are not allowed on balconies or combustible (wood) patios. Grilling may be done on ground level providing that the grill must be located a minimum of 15 feet away from building. Grills must be stored either in your garage or storage unit.

**DAMAGE  
BY CASUALTY**

If the Premises are damaged by fire or other casualty to a degree that renders them untenable, Tenant may terminate the Lease or vacate the Premises and rent shall abate until the Premises are restored to a condition comparable to their prior condition. Landlord shall have the option to repair the Premises, and if repairs are not made, this Lease shall terminate. If the Premises are damaged to a degree which does not render them untenable, Landlord shall repair them as soon as reasonably possible. **Renter's insurance is required and proof of said insurance may also be required.**

**CODE VIOLATIONS;  
ADVERSE  
CONDITIONS**

If the Premises or the building in which they are located are currently cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe electrical system, or hazardous conditions or structure) these conditions shall be listed under the Special Provisions section, or in a separate addendum to this Lease, and Landlord shall exhibit copies of any uncorrected code violations or orders to Tenant, before this Lease is signed or any deposit is accepted.

**LEGAL NOTICE**

Section 943.215 State Statutes: ABSCONDING WITHOUT PAYING RENT states that a tenant who intentionally absconds without paying all current and past rent within five days of vacating premises or does not provide landlord with a complete and accurate forwarding address, in writing, within 5 days of vacating the premises is guilty of a Class A Misdemeanor for which maximum penalties are nine months in jail, up to a \$10,000 fine or both.

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

- 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.

**ASSIGNMENT, SUBLEASE; CHANGES**

Tenant shall not assign this Lease or sublet the Premises or any part thereof. This Lease may be terminated or modified by entering a new lease instead of renewing it, assigning it or subleasing the Premises.

**AGENCY NOTICE;** Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord.

**SEX OFFENDER NOTICE** You may obtain information about the Sex Offender Registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public/> or by phone at 608-240-5830.

**VEHICLE (S) ALL VEHICLES MUST BE REGISTERED, LICENSED AND IN OPERATING CONDITION OR BE IMMEDIATELY REMOVED FROM PREMISES.**

Make/Model	Year	Color	Plate #:
_____	_____	_____	_____
Make/Model	Year	Color	Plate #:
_____	_____	_____	_____
Make/Model	Year	Color	Plate #:
_____	_____	_____	_____
Make/Model	Year	Color	Plate #:
_____	_____	_____	_____

**THERE ARE NO VERBAL AGREEMENTS AND THERE SHALL BE NONE.** ALL AGREEMENTS MUST BE IN WRITING. THIS INCLUDES BUT IS NOT LIMITED TO: LEASE CHANGES OR ADDITIONS, NOTICES TO VACATE BY EITHER TENANT OR LANDLORD, MOVE-IN SPECIALS, IMPROVEMENTS OR REMODELING, RENT REBATES, RENT REDUCTIONS ETC. **WE RESERVE THE RIGHT TO CORRECT CLERICAL OR TYPOGRAPHICAL ERRORS.**

THIS LEASE INCLUDES THE PROVISIONS CONTAINED IN THE ATTACHED NONSTANDARD RENTAL PROVISIONS ADDENDUM AND RULES AND REGULATIONS ADDENDUM. SIGNING OF THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS. A Copy of Lease shall be provided at the time of lease execution and at move in.

IN WITNESS WHEREOF, the parties have executed this Lease.

\_\_\_\_\_  
 Tenant (date)

\_\_\_\_\_  
 Tenant (date)

\_\_\_\_\_  
 Tenant (date)

\_\_\_\_\_  
 Tenant (date)

\_\_\_\_\_  
 Tenant (date)

\_\_\_\_\_  
 Tenant (date)

\_\_\_\_\_  
 Landlord/Agent for Owner (date)

**STANDARD RESIDENTIAL LEASE**

**PERSONAL GUARANTEE**

In consideration of Landlord's agreement to lease the Premises to the above-named Tenant, the undersigned (Whether one or more) hereby personally guarantee(s) the payment of all amounts due and owing under this Lease, and any Attachment, Addendum or Amendment thereto, and the performance of all covenants of the Tenant under this lease and any Attachment, Addendum or Amendment thereto. If there is more than one Guarantor, the undersigned acknowledge and agree that liability under this Personal Guarantee is joint and several.

This Personal Guarantee is irrevocable and shall not be affected by any Subsequent modification or renewal of this Lease.

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

SAMPLE



NON-STANDARD RENTAL PROVISIONS ADDENDUM

PET PROVISIONS All damages caused by tenant’s pets will be deducted from Security/Pet Deposit. Any noticeable urine smell may result in tenant paying for all new carpet replacement costs. Cats must be spayed/neutered and de-clawed. Dog owners shall be assessed a \$50.00 fine per occurrence for not immediately removing dog waste from the property.

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

PEACEFUL ENJOYMENT Tenants shall not engage in any disruptive or disturbing behavior that interferes with other resident’s peaceful enjoyment of premises. This includes but is not limited to parties, frequent and excessive visitors, arguing, and volume of surround sound systems, loud music in apartment or vehicle or overpowering offensive odors. This behavior will not be tolerated in apartment’s hallways or parking lots. Furthermore, confrontational or aggressive behavior between tenants is not acceptable and will not be tolerated. Although it is important to notify the office in these cases, we expect tenants to contact the local police department immediately if conflicts, disturbances, or illegal activities arise. In addition, there shall be no display of stickers, decals, signs or flags on the property or vehicles parked on the property, which are of an offensive or discriminatory nature. Tenants engaging in any of the above behaviors shall be given a Five-Day Notice to Cure or vacate the premises. If the behavior continues or occurs again within 1 year of the initial 5-day notice, the tenancy will be terminated, and the Tenant will be given a 14-day notice to vacate the premises. I understand and agree with the Peaceful Enjoyment Policy outlined here.

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

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 this 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 evict the Tenant from the leased Premises without limiting the liability of Tenant for the rent due or to become due under the 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 the rights, under chap. 704, Wis. Stats. Including secs. 704.07 (4) and 704.45, and under Wisconsin Administrative Code chap. Ag. 134.

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

LOCKS Tenant shall not change any locks. If tenant changes any locks without landlord’s permission, a \$100.00 fee per lock will be assessed. If tenant(s) request locks to be changed by Landlord a \$75.00 lock change fee shall be assessed which must be paid prior to maintenance staff changing lock. If tenants are “locked out” due to lost or misplaced keys no charge shall be assessed during normal business hours (8:00 am – 6:00 pm Monday thru Friday), after hours a \$50.00 lock out fee shall be assessed. If tenant loses their mailbox key a \$2.00 charge will be assessed to create a new key, if a new key cannot be provided, for any reason a \$50.00 lock replacement fee will be assessed. Any charge not paid by tenant prior to vacating for lock fees shall be deducted from security deposit. Upon vacating, if all keys are not returned to landlord a \$100.00 fee will be deducted from the security deposit to cover the cost of re-keying all of the locks.

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

POSSESSION; ABANDONMENT: TIME IS OF THE ESSENCE Time is of the essence means that a deadline must be strictly followed. as to delivery of possession of Premises to Tenant; completion of repairs promised in writing in the Lease: return of Landlords property; payment of rent; performance of any act for which a date is set in this Lease or by law. Landlord shall give Tenant possession of the Premises as provided herein. Tenant shall vacate the Premises and return all of Landlords property, including all keys, promptly upon the expiration of this Lease, including any extension or renewal, or its termination in accordance with its terms or the law. Tenant (s) must turn in keys no later than 11:59:59 p.m. If keys are not returned there will be a \$100.00 charge to re-key the locks for the premises.

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

**NON-STANDARD RENTAL PROVISIONS ADDENDUM**

**NOTICE AND AUTHORIZATION REGARDING THE DISPOSITION OF  
TENANT’S PERSONAL PROPERTY LEFT ON THE PREMISES AND  
NOTICE THAT LANDLORD WILL NOT STORE TENANT’S PROPERTY**

Please take notice that if Tenant removes from and vacates the Leased Premises and leaves items of personal property behind, Landlord will do the following:

1. Landlord will consider all personal property left by Tenant on the Leased Premises to have been abandoned.
2. Except as provided in Paragraphs 3 and 4, below, and as otherwise required by law, LANDLORD WILL NOT STORE ANY PERSONAL PROPERTY LEFT ON THE LEASED PREMISES BY TENANT AND WILL DISPOSE OF SUCH PERSONAL PROPERTY IN THE MANNER THAT THE LANDLORD, IN LANDLORD’S SOLE DISCRETION, DEEMS JUST AND APPROPRIATE. To that end, Tenant hereby authorizes Landlord to dispose of such personal property by removing said property from the Leased Premises and **a)** disposing of said property by placing it directly in the refuse receptacles on the Leased Premises; **b)** depositing said property on the curbside for refuse pickup and/or public consumption; and/or **c)** donating said property to local non-profit or charitable organizations.
3. **Disposition of Prescription Medication and Prescription Medical Equipment.** Pursuant to Section 704.05(5)(am), if Landlord discovers that Tenant has left Prescription Medication and/or Prescription Medical Equipment (hereinafter referred to as “Prescription Property”) on the Leased Premises, Landlord shall hold such Prescription Property for a period of 7 days from the date that Landlord discovers the Prescription Property. If Tenant requests the return of the Prescription Property within said 7 day period, or at any time prior to Landlord’s actual disposal of said Prescription Property, then Landlord shall return said Prescription Property to the Tenant on a mutually agreed upon date and time for Tenant to retrieve the Prescription Property. If Tenant fails to retrieve said Prescription Property on the agreed upon date and time, and so long as at least 7 days have passed since Landlord discovered the Prescription Property on the Leased Premises, Landlord is authorized to dispose of the Prescription Property in the manner that Landlord in Landlord’s sole discretion, deems just and appropriate.
4. **Disposition of Titled Vehicles.** A “Titled Vehicle” shall mean a vehicle, as defined in Section 340.01(74) of the Wisconsin Statutes, for which a certificate of Title has been issued by any agency of the State of Wisconsin or any other State. If Tenant abandons a Titled Vehicle on the Leased Premises, Landlord shall give notice of landlord’s intent to dispose of the Titled Vehicle by sale or any other appropriate means to: **a)** the Tenant, by regular or certified mail to the Tenant’s last known address; and **b)** any secured party of which the landlord has actual notice of, by personal service, or regular or certified mail to the secured party’s last known address. Said notice shall contain a description of the Titled Vehicle, including any vehicle identification number and/or license number, and the date and method upon which the Landlord intends to dispose of the Titled Vehicle.
5. **Rights of Third Persons.** Pursuant to Section 704.05(5)(c), of the Wisconsin Statutes, Landlord’s power to dispose of personal property left by the Tenant applies to any property left on the Leased Premises by the Tenant, regardless of whether such property is owned by the Tenant or by others. Landlord’s power to dispose of the property applies notwithstanding any rights of others existing under any claim of ownership or security interest but is subject to Section 321.62 of the Wisconsin Statutes (relating to rights of Civil Service Members on Active Duty). The Tenant or the secured party has the right to redeem the property at any time before Landlord has disposed of or entered into a contract for the disposition of the property by paying any expenses that the Landlord has incurred with respect to the disposition of the Property.

IN WITNESS WHEREOF, the parties have executed this Non-Standard Rental Provisions Addendum to the Lease.

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Landlord/Agent for Owner (date)



**NON-STANDARD RENTAL PROVISIONS ADDENDUM  
MOLD & MILDEW ADDENDUM  
Schedule 7**

Mold and mildew are problems that are especially prevalent in high moisture areas, such as the Midwest. Mold and mildew spores are present in the environment and can't be eliminated. Excess moisture is the leading cause of mold and mildew growth indoors. However, most sources of moisture can be controlled by simple procedures under your direct control. In order to reduce the incident of mold and mildew, protect your own health and condition of your unit. Tenant(s) agree to do the following:

1. Keep the humidity below 40%:
  - A. Use bathroom fans during and for 30 minutes after bathing or showering. If no fan is available, open window slightly for ventilation for the same amount of time.
  - B. Use the fan above the stove whenever cooking, or if no fan is available, open window slightly for ventilation.
  - C. Use the fan in the laundry area during and for 20 min after using the washer and dryer, or if no fan, open a window slightly for ventilation for the same amount of time.
  - D. Cover fish tanks.
  - E. Only use electric space heaters indoors
  - F. Use a dehumidifier during humid months
  - G. Do not keep an excess number of house plants.
  
2. Keep the temperature down and provide adequate ventilation:
  - A. Keep heating between 50 and 75 degrees in all rooms at all times.
  - B. Open multiple windows at least twice a week for 1 hour to allow cross ventilation of the dwelling.
  - C. Allow at least 1 inch between furniture and walls to aid ventilation.
  - D. Open closet doors to allow ventilation.
  
3. Clean regularly and thoroughly:
  - A. Clean bathrooms and kitchens with mold killing products.
  - B. If mold or mildew appears on walls, ceiling, floors, or around tub or sinks, immediately remove the mold or mildew and contact management.
  
4. The following are the cleaning methods recommended by the EPA:
  - A. Mold growth can be removed with commercial cleaning products or a weak bleach solution (one cup bleach in one gallon of water). Wear gloves during cleanup and be careful not to spread the mold. Sensitive people who have to clean up mold should wear a tight-fitting face mask.
  - B. Dry any water that spills from showers sinks, etc.
  - C. Clean up spills onto carpets, rugs or floors and thoroughly dry the carpet, rug or floors.
  - D. Regularly check and clean the window tracks and keep free of condensation.
  
5. Notify management immediately of excess moisture problems including but not limited to:
  - A. Water leakage, leaking plumbing, leaking tubs or showers, or running toilets.
  - B. If you have attempted to clean the mold or mildew and it appears quickly or you were not able to remove it, report the mold or mildew to management immediately.

Tenant(s) understand and agrees that failure to do any of the enumerated actions in this addendum shall constitute both a material non-compliance with the rental agreement affecting health and a serious violation of the Rental Agreement. Tenant will be financially responsible for all damages resulting from their failure to comply with this addendum.

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Tenant (date)

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Tenant (date)

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Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Landlord/Agent for Owner (date)

SAMPLE

**NON-STANDARD RENTAL PROVISIONS ADDENDUM**

**INFESTATION/BED BUG ADDENDUM**

Our goal is to maintain a high-quality living environment for our residents. It is important that we work together to prevent the infestation of bed bugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This addendum contains important information for you and sets forth responsibilities for both landlord and tenant.

**1. Prior Infestation:**

- Landlord agrees that we are not aware of any current infestation or presence of bedbugs in the apartment. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.
- Tenant agrees that they are not aware of any bedbug infestation or presence in any of your furniture, clothing or personal property and possession and have fully disclosed to the Landlord of any previous bedbug infestation which you may have experienced.

**2. Duty to report:**

- **Infestation during tenancy** - Tenant must report any pest infestation and/or problems with the leased premises as soon as it is noticed. This includes but is not limited to bedbugs, roaches, ants, carpenter ants, termites, mice or rats.
- Tenant must report any signs of bedbugs immediately and in writing. Do not wait. Even a few bedbugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive.

3. **Failure to promptly report bedbugs**, failure to comply with treatment instructions, or any other violations of any other provisions of this Addendum shall be a violation of the Residential lease agreement. Said Violations and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjects Tenant to all other damages, costs, legal fees and expenses as stated in your lease and/or this Addendum.

4. **Tenant Cooperation** - Tenant and guests of Tenant agree to cooperate with the Landlord in all efforts and course of actions required to erase and control any pest/bedbug infestation. Tenant’s full cooperation shall include but is not limited to; immediately reporting any pest infestation including that of bedbugs to the Landlord, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any pests and/or bedbugs. Tenant understands and agrees not to remove **any** personal items from the infected unit until treatment is complete, unless directed to do so by a pest management professional. Tenant will follow all directions and perform any critical actions to comply with all the post treatment requirements to keep the leased premises pest free and minimize any re-infestations. Tenant agrees not to self-treat the unit; all treatments must be completed by a pest management professional that is approved by management.

5. If during the term of your tenancy bed bugs appear in the leased premises and a pest control professional determines that the bedbugs **originated in your unit**, tenant acknowledges and agrees that all necessary treatments for your apartment and other units that may be affected as a result, as well as any additional costs, **expenses and losses will be at the tenants expense**.

6. **Indemnification** – Under no circumstances shall the Landlord and/or agents of the Landlord be held responsible for any of the Tenant’s losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its agents and employees from any actions, claims, losses damages, and expenses, including, but not limited to attorney’s fees that the Landlord may incur as a result of a bedbug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.

Tenant(s) has read and understood this Addendum and has received the “**Residents Information Guide**” and will read and follow the guidelines within the document. Tenant(s) understands and agrees to carry out the obligations and responsibilities described in this Addendum and that failure to do so shall constitute both a material non-compliance with the rental agreement affecting health and a serious violation of the Rental Agreement. Tenant will be financially responsible for all damages resulting from their failure to comply with this addendum.

\_\_\_\_\_  
Tenant (date)

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Tenant (date)

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Tenant (date)

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Tenant (date)

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Tenant (date)

\_\_\_\_\_  
Tenant (date)

\_\_\_\_\_  
Landlord/Agent for Owner (date)

SAMPLE

STANDARD RESIDENTIAL LEASE ADDENDUM

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

This document is hereby incorporated into and made part of the Standard Residential Lease dated \_\_\_ between {Select Landlord} as landlord and the following parties:

TENANT(S) \_\_\_
\_\_\_
\_\_\_

PREMISES Street Address: \_\_\_ Select Apt/Unit No.:
City/State/Zip: Select City

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 managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Landlord must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure

(check (1). Or (2). Below):

1. [ ] Landlord has knowledge of lead-based paint and/or that lead-based paint hazards are present in the property (explain).

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

2. [x] Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

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

Records and reports available to the Lessor

(check (1). Or (2) Below):

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

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

2. [x] Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the property.

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

Tenant's Acknowledgment

Tenant states that Tenant has received any records and reports listed under Landlord's Disclosures above. Tenant acknowledges that Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment

If Landlord is represented by an Agent, the Agent certifies that Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852(d) and that the Agent is aware of Agent's duty to ensure compliance with the requirements of federal laws and regulations.

Certification of Accuracy

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

Tenant (date)

Tenant (date)

Tenant (date)

Tenant (date)

Tenant (date)

Tenant (date)

Landlord/Agent for Owner (date)

SAMPLE



## **Lease Addendum/ Nonstandard Rental Provisions**



### **TENANT RULES AND REGULATIONS**

**For Your Records**

Welcome to your new apartment! Your apartment is your home and should be treated in that respect. Please respect the property of others. Repeated violations of these Rules and Regulations which disrupt the livability of the property, adversely affect the health or safety of any person or the right of any Tenant to the quiet enjoyment of the leased premises or have any adverse affect on the management of the property will be deemed grounds for termination of the lease agreement. For the purposes of these Rules and Regulations, the term “Management” means the Property Management Company, the Landlord, the Property Owner and any Agent of the Property Management Company, Landlord and/or the Property Owner. The following are general rules that you will be expected to follow:

**ADVERTISEMENTS:** Tenant shall not allow any sign, advertisement, or notice to be placed inside or outside the building without the written approval of Management. There will be **NO** rummage or furniture sales. No signs, stickers or notes will be posted on the apartment entry door or windows. **No Vehicles with “For Sale” signs are allowed on the premises.**

**ALCOHOL CONSUMPTION:** Alcohol consumption is only allowed in your apartment or on your personal patio/porch area. Consumption of alcohol in any public area is not permitted.

**ANTENNAS/DISHES/CABLE:** Tenant may not install any antennas, including “satellite dishes” or “mini-satellites dishes” upon either the interior or exterior surface of the building. The tenant must obtain written permission from Management to allow any cable company to install additional jacks.

**APPLIANCES:** The installation of a full-sized dishwasher, heaters, stoves, and refrigerators is prohibited. Freezers and air conditioners (manufactured for the in-wall sleeves) are permitted with prior Management approval. All electrical or other devices placed on the premises shall fully comply with all the rules, regulations, requirements or recommendations of the fire department, the city, the state, and any other regulatory body, which has jurisdiction with respect to the building location.

**BANNED INDIVIDUALS FROM THE PROPERTY:** Management reserves the right to ban any non-resident from the property and/or from entering the building. Tenants are strictly forbidden from allowing these individuals onto the property or into the building. Tenants who allow banned individuals onto the property, into the building or into their units may be subject to eviction as allowed by WI State Law.

**NSF CHECKS:** As per your lease agreement you will be expected to pay all bank charges associated with the bounced check as well as the NSF fee assessed by the Management. After the first instance of a bounced or NSF check, the tenant will be required to pay rent by a certified check, money order or cash for the next twelve months.

**CARPETING:** The carpet in your apartment is a flame-resistant carpet. However, if a cigarette, cigar, or pipe ash is dropped on it, a burn hole will occur. Burn holes or other damage to your carpet will be charged to you. Please advise the office as soon as possible if any such incident should occur, so that it may be corrected. Any imperfections in Carpet or Flooring should be noted on “Tenant Inspection” form at move in.



**CARPET CLEANING DURING TENANCY:** It is the tenant's responsibility to keep the carpeting clean. Therefore, management recommends that the tenant have the carpet cleaned periodically during their tenancy to avoid additional charges. An excessively dirty carpet is not considered normal wear and tear and is therefore subjected to an additional cleaning or replacement cost at move out.

**CHARCOAL AND GAS GRILLS:** Charcoal and gas grills are never to be used for any purpose within the apartment or on the patio or balcony of the apartment. Grills are not to be used within 15 feet of the building and must be monitored when in use. Having a 5-pound ABC fire extinguisher on hand is recommended. When you are finished cooking, cool and properly discard charcoal briquettes and ashes before storing your grill. When removing or disposing of used charcoal briquettes and ashes, place them in a nonflammable container. **DO NOT PUT HOT BRIQUETTES AND ASHES IN DUMPSTERS. DO NOT DISPOSE OF BRIQUETTES AND ASHES IN THE GRASS, FLOWER BEDS, SHRUBS, OR WOODS.**

**CEILING AND FLOORS:** Tenants and their guests shall not damage or disturb any part of the ceiling or floor in their apartment in any way, including but not limited to: installing hooks, nails, or other hardware in the ceiling; drilling in the ceiling; hanging plants, mobiles, light fixtures, or other objects from the ceiling; allowing water to accumulate on the floor; and/or painting, repairing, or making improvements with respect to the ceiling or floor. Tenants shall immediately report any sagging, warping, leaking, cracking, staining, holes, or water accumulation related to the ceiling or floor to the Management. Any damage the resident causes to the ceiling or floor, including but not limited to, damage caused by Tenant's violation of the paragraph above, shall not constitute ordinary wear and tear. The Tenant shall be responsible for reimbursing the Management for the cost of repairing damage to the ceiling or floor and for any damages that result as the consequence of the Tenant's action.

**CLEANING AND MAINTENANCE:** It shall be the responsibility of each Tenant to maintain her/his apartment in a clean, safe and sanitary manner. Those resident's incapable of performing cleaning and maintenance functions on their own must obtain other assistance. There must always be a clear path through the apartment to all fire exits including windows. Tenant must also maintain a 5' clearance around the electric panel, Hot Water Heater, and Furnace at all times.

**CRIMINAL ACTIVITY:** **Criminal and drug activity, committed by any member of the household, including live-in aids, whether on or off the property, as defined by the lease and the following schedule is prohibited. Criminal and sex offender background checks will be run annual at lease renewal and any offenders will be subject to termination of tenancy as allowed by state and local laws.**

- 1) Any misdemeanor crime against personal property or crime against a person.
- 2) Any violent criminal activity.
- 3) Any drug related activity or procession of drug related paraphernalia
- 4) Possession of an unregistered firearm, possession of an illegal weapon, or reckless use of a weapon.
- 5) Any prostitution activity.
- 6) Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the Management or any employee, contractor, or subcontractor of Management who is involved in housing operations.
- 7) Any sex related crime or placement on a sex offender registry

**DELIVERIES/SOLITATION:** Management will not accept any deliveries to the building on behalf of any Tenant. No solicitation of any kind is permitted in the building.

**DISTURBANCES:** The Tenant agrees not to make or permit noises, loud voices, acts, or odors that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, CD player, stereo, television, or musical instrument at a level that will not disturb the neighbors. Tenants agree not to let their guests, visitors, or children disturb their neighbors as well.

**DRUG FREE ZONE:** Management has deemed all of their facilities “DRUG FREE ZONES”. Any use, manufacturing, sale or distribution of ANY controlled substance that is not prescribed by a medical professional will **NOT BE TOLERATED** and will be grounds for IMMEDIATE eviction action. Any sale, purchase or distribution of prescribed medications to any individual for whom the medication is not prescribed will be considered a drug violation and will be grounds for IMMEDIATE eviction action.

**ENTRANCES:** No outside doors are to be propped open under any circumstances to allow Tenants, visitors, aides, and etc. entry without use of a key or the intercom system.

**FIREWORKS:** Village, city, and/or county ordinances strictly forbid the use or storage of fireworks on the premises. This includes, but is not limited to, sparklers, roman candles, bottle rockets, smoke bombs, firecrackers, or any similar devices.

**GAMES:** Jarts, darts, baseball, football or any other type of ball playing is **NOT** permitted on the property. Tree Climbing is prohibited. Archery sets, BB guns, and anything that fires a projectile are considered dangerous weapons and **ARE NOT ALLOWED ON THE PREMISES BY THESE RULES AND REGULATIONS AND BY VILLAGE, CITY AND COUNTY ORDINANCES.**

**GARBAGE/RECYCLING:** Tenant’s shall not allow garbage, newspapers, or other refuse to remain in the apartment, to litter the halls, or the outside of the building. All garbage must be wrapped, tied, and deposited in the receptacle provided in the parking lot or garage. Tenant is required to follow all local and state ordinances pertaining to recycling.

**PLUMBING:** Garbage disposal: Cold water must be running into the garbage disposal when in operation. The Tenant is responsible for any damage incurred from improper use. Do not put vegetable peels, bones, glass, utensils, aquarium stone, rice, or cat litter down the disposal. Toilets: Human waste and toilet paper are the only items that are allowed for disposal in the toilet.

**GUESTS/VISITORS:** Tenant shall be responsible for guests/visitors at all times. Guests/visitors are not allowed to loiter or play in the halls, stairways, lawns, or other areas used by the public and other tenants. Anyone who stays longer than 14 days in a 12-month period, will be considered a tenant and in violation of the lease provisions regarding household composition. **MANAGEMENT RESERVES THE RIGHT TO BAN FROM THE PROPERTY ANY GUEST OR FAMILY MEMBER WHO HAS BROKEN ANY OF THE LEASE PROVISIONS OR THESE RULES AND REGULATIONS.** Tenants who permit persons banned from the building to be on the property are permitting trespassing. Permitting trespassing will be deemed “other good cause” under the terms of the lease and may be used as the basis for terminating the Lease Agreement.

**HOLIDAY DECORATIONS:** Live trees, decorations or greenery (wreaths) are considered a fire hazard when not properly cared for. Management will allow live decorations during the Christmas season only with prior approval. Tenants interested in displaying live trees, decorations or wreaths should contact the office for more information before purchasing them. Tenants may put up lights or other holiday decorations in the public areas only with permission from Management.

**INSURANCE:** Management requires that you obtain your own personal renter’s insurance. Management is not responsible for theft, or for any damage to personal property from any source: in units, laundry units, storage

lockers, or any other portions of the premises. **KEEP YOUR APARTMENT LOCKED AT ALL TIMES.**

**INTERCOM SYSTEM:** If an intercom system is in place, this is a security locked building and all tenants are required to maintain that security. The intercom allows Tenants to identify visitors before entry. **DO NOT** let people into the building who are NOT visiting you. Allowing people into the building who are not your visitors or propping open the door compromises the security of the building and is a Tenant rule violation. Your neighbor may not want a visitor at that time. **IF YOUR TELEPHONE NUMBER IS CHANGED, IT IS YOUR RESPONSIBILITY TO CONTACT MANAGEMENT TO CHANGE THE NUMBER IN THE INTERCOM IF THE INTERCOM IS CONNECTED TO A PHONE SYSTEM.**

**LAUNDRY ROOM:** If there is a laundry room at your property, **WASHERS AND DRYERS ARE FOR THE USE OF TENANTS AND LIVE-IN ATTENDANTS ONLY!!! THE WASHING AND DRYING OF LAUNDRY OF OUTSIDERS IS PROHIBITED.** Each Tenant is responsible for leaving the Laundry Room clean and for following all instructions for washer and dryer use. This includes leaving the inside of the machine clean. Lint should be removed from the dryers with each use for efficiency and fire safety. Lint should be placed in garbage containers. If the containers are full, dispose of it at your apartment. No one is to allow their laundry to remain in the washers or dryer for 30 minutes without being removed to a basket or the folding table to allow someone else to use the washer and/or dryer. If the machine is not functioning properly, please notify Management during normal business hours and if provided, place the out of order sign on the machine. Management will not be liable for any loss, damage, or injury to persons or property from whatever cause as a result of Tenant's use of the laundry units and/or equipment provided by Owner therein. Tenants are strongly encouraged not to leave their belongings unattended.

Do Not wash or dry rugs, large blankets or comforters:

The machines provided for you are not industrial or high capacity and should never be used to wash or dry these types of items. The fibers and debris from these items can permanently damage the machines. Please use a laundry mat or service for washing these items.

Do Not overload the washing machines:

For natural fibers, such as cotton or silk: Pat the clothes down lightly and make sure you can feel a reasonable space between the top of the clothes and the top of the drum. Leave a gap of approximately 3 -4 inches between the top of the laundry and the top of the drum (roughly a hand's width).

For all synthetic fibers or bulky items (jeans or towels): It is best to wash heavier items in ½ loads leaving 6-8 inches between the top of the laundry and the top of the drum.

For dryers, dry one properly washed load per dryer. Larger overstuffed wash loads will not dry in one cycle!

Do Not rest heavy baskets, hampers or bottles of washing products on top of the machines, lids, or doors.

Do Not allow small children to play unattended in the laundry rooms!

Do remove all items from your pockets

Remove all money, papers, pens, tissues and coins from your pockets as these items can get jammed and permanently damage the machines.

Do clean out the lint screens before and after each load

Do be considerate of your neighbors and promptly remove clothes when your cycle is complete.

Do clean up after yourself! DO NOT leave a mess behind!

**LIGHTS:** The Tenant is responsible for the replacement cost of light bulbs and Management is responsible for the installation of the light bulbs only when the Tenant is physically unable to do so. Tenant may purchase light bulbs from a retail store or from Management.

**FURNACE FILTERS:** Tenants are in charge of changing the furnace filters in their unit. The filters are expected to be changed on a monthly basis unless a higher quality filter is purchased. Tenants are expected to write the date that the furnace filter was changed on the frame of the physical filter. If Tenants fail to change the filter on a regular basis, they run the risk of additional maintenance costs. If management comes through at time of Move-out and the furnace filter has not been changed, the Tenant will get charged **\$25.00** for a replacement filter.

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

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

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

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

**LIVE IN AIDE:** The need for a live-in aide must be verified by a physician or medical professional qualified to make a medical diagnosis. All live-in aides will be subjected to a background check including a criminal and sex offender screening. All live-in aides must meet the screening criteria. **ALL LIVE IN AIDES MUST BE APPROVED BY MANAGEMENT PRIOR TO MOVING INTO THE UNIT.** Failure to report additional household members could result in eviction as allowed by State Law.

**LOITERING:** Loitering will not be permitted on the lawns, sidewalks, entries, halls, stairways, or parking areas. Tenants may wait in the lobby or front sidewalk for transportation for no more than 30 minutes. Tenant must be prepared to verify that they have a scheduled trip with a taxi or other handicapped transportation services.

**OBSTRUCTIONS:** The sidewalks, entries, halls, and stairways will not be blocked or used for any purpose other than entering or exiting the respective units. No recreational equipment or any personal items will be permitted to be placed or kept in the hallways or stairways.

**OFFICE HOURS:** Management's office hours are 8:00am to 6:00pm, Monday through Friday, with varying seasonal hours on Saturdays. While we attempt to be available for walk in appointments, we cannot guarantee our availability for discussions and you may be asked to come back at another time. It is strongly recommended that you call and make an appointment to meet with Management so that adequate time can be allowed to address your concern.

**OUTDOOR PLAY EQUIPMENT:** For the safety of all tenants and visitors there will be no riding of bikes (any kind), skateboards, riding toys (Big Wheels, etc.) or similar equipment in the parking lots or buildings. Bikes, toys, pools, or playthings of any description **CANNOT** be left on the sidewalks, on the grass, in the lobby, or the main entrance areas. The above equipment is to be stored either in the apartment or storage area belonging to the Tenants. Management reserves the right to remove anything determined to be a hazard.

**PARKING:**

Any vehicle parked in the parking lot needs to have a current license plate and registration. No repair work is to be done in the parking lot with the exception of repairing flat tires and jumpstarting a battery. Any automobile with any of the following conditions will need to be repaired or removed from the parking lot within 3 days: flat tire(s), broken window(s), not working/running, leaking fluids or broken light(s). Tenant is responsible and will be charged for any damage to their parking space which resulted from oil leaks or any other damage to the parking spot or sign which occurred from the tenants, visitors, or attendants of the tenant's vehicles.

**Parking of boats, RV's (recreational vehicles, campers, trailers or other recreational equipment) is not permitted.**

Washing of vehicles on the property is not permitted.

**DRIVING ON THE GRASS:** Tenant(s) acknowledge that driving on the grass to access their unit at anytime, whether for moving in, moving out, or for any other reason, is **NOT** authorized. Deliveries to the Tenant by outside parties (moving companies, appliance companies, pizza delivery, etc.) are **NOT** authorized to drive on the grass at anytime. Should any party disregard this policy, Tenant(s) will be held accountable and charged for any damage caused.

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

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

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Tenant Initials

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

**PET REGULATIONS** – Please note that Management will review the status of any pets you may have and that your pet(s) health records are up to date at each recertification or lease renewal.

## **I. APPLICATION**

### **A. PRIOR TO ACQUIRING A PET, the Tenant must:**

1. Request Management approval prior to acquiring a Pet.
2. Request and sign a Pet Agreement (available from the Management Office).
3. Return completed form to the Management Office along with your required Pet Fee.
4. If you do not have the current verification on shots, neutering/spaying or declawing you have 30 days to provide this additional information.
5. If you are adopting a pet from the humane society or animal shelter, we may be able to approve your application the same day via fax if your pet meets our pet guidelines with the direct verification provided by the humane society or animal shelter. Please note that you still need to complete the Pet Agreement and pay the required Pet fee.

## **II. PET GUIDELINES**

**PLEASE NOTE THAT EACH PROPERTY MAY HAVE ITS OWN RULES REGARDING TOTAL NUMBER OF PETS ALLOW, PET TYPES ALLOW AND OTHER PET RESTRICTIONS SUCH AS BREED OR ADULT WEIGHT.**

**NO PROPERTY UNDER OUR MANAGEMENT ALLOWS MORE THAN TWO (2) PETS TOTAL, HOWEVER SOME BUILDINGS MAY ONLY ALLOW ONE (1) OR NONE AT ALL. PLEASE CONTACT MANAGEMENT PRIOR TO OBTAINING A PET TO BE CERTAIN THAT YOUR BUILDING ALLOWS THE TYPE OF PET YOU ARE CONSIDERING.**

**IN GENERAL, THE FOLLOWING RULES REGARDING PETS APPLY:**

### *1. Dogs:*

**ATTENTION:** *Some properties do not accept dogs or may only accept one dog. Contact Management first before adopting your pet.*

- A. Maximum number is one (1) if weight is above 20lbs when fully grown **OR** two (2) small dogs if weight is less than 20lbs each when fully grown
- B. Must be housebroken or crated during training
- C. The following is a list of dog breeds (pure or mixed) that we **do not** accept: Pit Bull Terrier, Doberman, Rottweiler, German Shepard, Husky, Akita, Chow, Malamute, Staffordshire Terrier, American Bully or Bull Terrier.

- D. Must be spayed or neutered
  - F. Must have all vaccinations
  - G. If upon application, the dog is not spayed/neutered or vaccinated, the Tenant must prove to Management that this will be completed **BEFORE** moving the animal into the unit.
2. *Cats*
- ATTENTION:** *Some properties do not accept cats or may only accept one cat. Contact Management first before adopting your pet.*
- A. Maximum number is two (2)
  - B. Must be declawed
  - C. Must be spayed or neutered
  - D. Must have all vaccinations as required by law.
  - E. Must be trained to litter box
  - H. If upon application, the cat is not spayed/neutered, vaccinated, or declawed, the Tenant must prove to Management that this will be completed **BEFORE** moving the animal into the unit.
3. *Birds*
- A. Maximum number-two (2)
  - B. Must be maintained **INSIDE** cage at all times
  - C. No larger than a cockatoo 16 to 18 inches long.
4. *Fish and small turtles:*
- A. Maximum aquarium size-twenty (20) gallons
  - B. Must be maintained properly and on an approved stand
  - C. Turtles must be inside aquarium
5. *Small caged animals*
- A. Maximum number-one (1)
  - B. Must be maintained inside a cage or aquarium at all times.
  - C. Includes **ONLY** mice, rabbits, hamsters, gerbils, domesticated rats, ferrets, and guinea pigs
  - D. Ferrets must have annual canine distemper shot.

**NO OTHER TYPES OF PETS MAY BE KEPT ON THE PREMISES INCLUDING REPTILES SUCH AS LARGE LIZARDS AND SNAKES. IF THE ANIMAL YOU ARE CONSIDERING IS NOT LISTED SPECIFICALLY ABOVE, CONTACT MANAGEMENT FOR CLARIFICATION.**

## **B. Rules and Regulations-Dogs and Cats**

1. Dogs and cats shall be kept within the pet owner's unit. When outside of the tenant's apartment, the pet shall be kept on a leash (or in a pet carrier) and under the control of the Tenant **AT ALL TIMES**. Under no circumstances shall a cat or dog be permitted to freely roam or to be held onto by just a collar in any common areas.
2. No animal shall be tied up outside on any porch, tree, picnic table or any other device. Tenant must have physical control of the pet at all times. **NO EXCEPTIONS.**
3. Cat litter shall **NOT** be disposed of by flushing down toilets. Charges for unclogging toilets or clean up of common area because of pet waste shall be billed to and paid by the pet owner. The owner of any pet that used a litter box must change the litter once a week and remove solid waste from the litter box every other day. Pet owner is responsible for picking up waste immediately and disposing of it in a sealed trash bag in the garbage.

4. A fee of **\$50.00 per occurrence** shall be charged to any Tenant that fails to remove pet waste in the proper manner.
5. A cat shall not be left unattended in any unit for longer than **24 hours** without someone checking on it. A dog shall not be left unattended in any unit for longer than **8 hours**. **Any pet left unattended for longer than the specified times or whose health is jeopardized by the Tenant's neglect, mistreatment, or inability to care for the animal shall be reported to the appropriate authority.** Such circumstances shall be deemed an emergency for the purposes of Management's right to enter the unit to allow such authority to remove the animal from the premises. The Management shall not be responsible or liable for any pet removed by the authorities.
6. All other rules and regulations as indicated in Pet Agreement must be adhered to.

#### **E. Rules and Regulations-Rodents**

1. Must be kept caged at all times.
2. Cage must be kept clean
3. Waste must be disposed of in sealed trash bag and placed in trash bin.
4. Under no circumstances shall any rodent be permitted to freely roam any common area.
5. All other rules and regulations as indicated in Pet Agreement must be adhered to.

#### **F. Pet Rules and Regulations-General**

1. Pet owners shall provide adequate care, nutrition, exercise, and medical attention for the pet. Pet owners must comply with all governmental laws and regulations pertaining to her/his pet.
2. Pet owner is financially responsible for any flea or other insect infestation that affects her/his unit or adjacent units as a result of her/his pet.
3. Pet owners agree to be responsible for immediately cleaning up any dirt tracked through the common lobby area, halls, or elevators by her/his pet.
4. Pet owners shall keep their pet under control at all times. Any pet that physically threatens and/or harms a resident, guest, member of the Management staff, or other authorized person shall be considered dangerous and shall be immediately and permanently removed from the premises by the pet owner, Management, or the appropriate authorities.
5. Pet owner agrees to control the noise of her/his pet such that it does not constitute a nuisance to other tenants. Failure to control pet noise may result in removal of the pet or eviction of the Tenant.
6. In the event of a Tenant's sudden illness, the pet owner agrees that management shall have discretion with respect to the provision of care for the pet consistent with Federal guidelines and at the expense of the pet owner unless advance written instructions with respect to such care are provided by the Tenant to the Management Office, i.e. Pet Sponsor.
7. Unwillingness on the part of a named Pet Sponsor, (per item #6 of this section), to assume custody of the pet shall relieve the Management of any requirement to adhere to any written instructions with respect to the care or disposal of a pet and shall be considered an authorization for Management to exercise discretion in such regard consistent with Federal guidelines.
8. Pet owner acknowledges that other Tenants may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The tenant therefore agrees to exercise common sense and common courtesy with respect to other Tenants' rights to peaceful and quiet enjoyment of the premises.
9. Only Tenants on the Lease are allowed to acquire a pet. Attendants are not considered Tenants on the Lease and cannot have pets.

**PETS ACQUIRED THROUGH A REASONABLE ACCOMODATION REQUEST:** although pets that are acquired through a reasonable accommodation request are not subjected to the Management's Pet regulations, they are still subjected to City, County and State ordinances and laws. Therefore, the tenant is required by law to be in compliance with such ordinances and laws at all times. If the tenant fails to abide by the law, they may be subject to actions by the appropriate authorities as well as eviction. This includes but is not limited to the licensing and vaccination of pets, the proper disposal of waste, the "leash law", dangerous or nuisance animals and the proper care of the pet. The Management has an obligation to AND WILL notify the proper authorities if the tenant is in violation of the law.

#### **IV. NOTIFICATION POLICY**

In the event that a pet owner violates these pet rules and regulations, Management shall provide written notice of such violations as follows:

##### **A. Nuisance Violation**

1. A nuisance violation is considered an infraction of a rule that does not endanger the life, health, or safety of any person or property and must be reported to the Management Office both verbally and in writing.
2. The pet owner will receive a written warning from Management citing the violation and the actions necessary to correct the situation.
3. The Management will be available, by appointment only, to discuss the violation (by telephone or in person) with the pet owner. You are entitled to be accompanied by another person of your choice at this meeting.
4. The pet owner will have ten (10) working days to correct the violation; implement plans to correct the situation (such as registering her/his pet into behavior class), and must respond, in writing, to Management regarding the steps taken.
5. Failure to respond to the nuisance warning will constitute another violation.
6. If the pet owner makes a timely request, Management shall agree to a meeting no later than 15 days from the effective date of the notice of pet rule violation. As a result of the meeting, the Management may give the pet owner additional time to correct the violation.
7. If the tenant, live in aid, guest or visitor of the tenant receives a citation (whether convicted or not) in connection with violation of any city ordinance, Management may take appropriate action up to and including termination of tenancy.
8. None of the foregoing prohibit Management from exercising its right to terminate the tenancy of the tenant, pursuant to Wisconsin Statutes, for subsequent violations.

##### **B. Dangerous Behavior Violation**

1. A dangerous behavior violation is an infraction that physically harms or threatens the safety or health of any individual, the apartment unit, or the entire project.
2. If a situation is determined to be a dangerous behavior violation, the pet owner will receive a 5-day notice identifying the violation and requiring the pet owner to either remove the pet from the unit within 5 days or vacate the premises. If the pet is not removed from the premises within 5 days of the Tenant's receipt of said 5-day notice, Management may take the necessary action to evict the tenant.



**BALCONIES/PATIOS:** Balconies and patios must be kept clean and clear of storage items. Hanging of Clothes, garments, sunshades, or other personal belongings will not be permitted on the balconies or patios at any time. The only items permitted are patio furniture, flower boxes/pots and plants. No hibachi, gas fired grills, charcoal grills, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion or within 15ft of any structure. Balconies and patios are not to be used for the storage of garbage, aluminum cans, and household items.

**REPAIRS/MAINTENANCE:** If you have items in your apartment that need repair, Management office at 414-546-8090 Monday through Friday between 8:00am and 6:00pm or submit a request through or website at [www.manskepm.com](http://www.manskepm.com). **PLEASE DO NOT WAIT IF THERE IS AN EMERGENCY REPAIR, SUCH AS A BROKEN WATER PIPE.** The office telephone will put you in contact with either a voicemail box or with the on-call staff. If your call is not an emergency, you will be directed to leave a voicemail message. **If on-call Management staff is called out to the site at your request due to an emergency after office hours or on weekends and it is not an emergency, you will be charged for the actual staff time.**

**SMOKE DETECTOR:** It is a violation of city ordinance and these rules and regulations to disable the smoke detector in any manner or to cover the detector with any material. Disabling smoke detectors is a violation of city ordinance and repeated instances of tampering may be grounds for termination of tenancy.

**SMOKING:** Smoking is not permitted in hallways, laundry rooms or common areas. Tenant and Tenant's guests must dispose of cigarette butts, ashes, etc., properly and comply with posted "No Smoking," signs. Your apartment door must be kept closed when you are smoking. Cigarette butts may not be disposed of on the lawn, in bushes or flower beds.

**SMOKING AROUND OXYGEN:** There will be no smoking in any units where oxygen machines are present. Any and ALL tenants (whether it is their machine or not) will extinguish any smoking material (includes cigarettes, matches, lighters etc...) when an oxygen machine is within 10 feet. No oxygen machine can be in use within 10 feet of an open flame such as a gas stove or lit matches etc. Violation of this rule will result in eviction as permitted by law.

**SPACE HEATERS:** For safety reasons, **ABSOLUTELY NO SPACE HEATERS WILL BE ALLOWED UNLESS PROVIDED FOR YOUR USE BY MANAGEMENT.** Heating your apartment with range tops and/or ovens is prohibited.

**STORAGE AREA:** Some locations have storage lockers assigned to tenants. Tenants must provide their own locks. Storage lockers must be kept clean and sanitary. No personal objects can be stored outside of storage locker.

**Gasoline Powered Equipment:** Gasoline, kerosene, solvents, and other flammable liquids are not to be stored within the building or in apartments, hallways, or in storage areas. Storage of gasoline-powered equipment is illegal within a multi-family facility.

**TELEPHONES:** The apartments have been wired with telephone outlet boxes (jacks). Tenants requiring additional or different specialized equipment must contact Management prior to installing such additional or specialized equipment.

**USE OF PREMISES:** Tenant shall occupy and use the premises as a private residence and for no other purpose. Tenant shall not carry on any trade, profession, business, school course of instruction, or entertainment on the premises without written permission of Management. This includes but is not limited to keeping roomers, lodgers, or boarders, operating a day care center, consulting or examining clients or patients; selling, reselling, or trading goods; grooming or training animals, providing meals, teaching an instrument, vocal music, dramatics, or dancing; and performing or speaking for audiences.

**UTILITIES/CABLE:** Tenant is responsible for contacting utility/cable companies to transfer services into their names. Requests for Installation of additional phone extensions or cable outlets must be submitted to Management in writing. Disconnection of your electricity may result in eviction.

**UNIT INSPECTIONS:** Annual unit inspections may be performed by Management. Management will perform unit inspections to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This is also done to determine any damage to the unit caused by the tenant's abuse and negligence and, if so, make the necessary repairs, and bill the tenant for the cost of the repairs

*Note:*

*Management reserves the right to inspect any unit, at any time, after serving the proper notice if we suspect that the members of the household are in non-compliance with lease requirements regarding (but not limited to) unsanitary or unsafe living conditions, unreported household composition or criminal activity.*

**WATERBEDS:** Waterbeds are not permitted.

**WINDOWS:** Tenant shall not cover or obstruct any window or door or install other drapes, blinds, or sheers without written approval of the Management. All window coverings shall have white or off-white fire-resistant backs. Screens must be kept in place at all times. Management is to be notified immediately if a screen or window has been damaged or is in need of repair.

**RENT PAYMENTS:** Rent payments must be mailed or delivered to:  
**Manske Property Management, Inc**  
**10050 W. Beloit Road**  
**Greenfield, WI 53228**

## **MOVE OUT:**

- 1) You must provide a written 60 Day notice that you are moving out of your apartment on the last day of the month. All notices to vacate must be received by management on or before the 1<sup>st</sup> of the month proceeding the notice period.
- 2) All keys and any other entrance devices must be returned to Management on the day of move out.
- 3) We do not require a move-out inspection with the tenant present. If you must request a move-out inspection it will only be scheduled between 9:00AM and 4:00PM Monday through Friday.
- 4) Tenants will be responsible for returning the unit to its original condition and will be charged for all repair items not considered normal wear and tear. A list of applicable charges is provided in these house rules.
- 5) Tenants will also be responsible for cleaning the unit prior to move out.
- 6) Tenants are to remove all belongings from the unit, exterior areas and storage area if applicable. Failure to completely remove all belongings will result in additional charges.
- 7) It is in your best interest to provide Management with your forwarding address so that your security deposit can be sent to the correct address.

### **CLEANING AND REPAIR CHARGES**

**The following charges will be assessed against your security deposit if you do not take care of them prior to moving out:**

#### **Kitchen:**

- Stove not cleaned **\$50.00 per hour**
- Stove Drip Pans **\$Replacement cost + labor**
- Stove damaged beyond repair--**\$Replacement cost + labor** (less depreciation)
- Refrigerator not defrosted or cleaned out **\$50.00 per hour**
- Refrigerator damaged beyond repair-**\$Replacement cost + labor** (less depreciation)
- Racks missing **\$Replacement cost + labor**
- Crisper gone/broken **\$Replacement cost + labor**
- Seals gone/broken **\$Replacement cost + labor**
- Drain Covers (sink or disposable) **\$Replacement cost + labor**
- Burns, stains or tears in linoleum **\$Replacement cost + labor** (less depreciation)
- Cabinets Damage **\$Replacement cost + labor**
- Countertops not repairable or not cleanable **\$Replacement cost + labor**
- Cleaning (see below)

#### **Closets**

- Not cleaned out **\$50.00 per hour**

Shelves/rods missing **\$Replacement cost + labor**

### **Electrical**

Light Switches **\$Replacement cost + labor**

Thermostats **\$Replacement cost + labor**

Heating Covers **\$Replacement cost + labor**

Face Plates **\$Replacement cost + labor**

Breaker Boxes **\$Replacement cost + labor**

### **Smoke Detectors**

damaged or missing **\$Replacement Cost + labor**

### **Carpets & Linoleum**

Cigarette Burns, stains or tears **\$Replacement cost + labor** (less depreciation)

### **Bathroom**

Toilet not cleanable or repairable **\$Replacement cost + labor**

Toilet seat not cleanable or repairable **\$Replacement cost + labor**

Sink/counter not cleanable or repairable **\$Replacement cost + labor**

Tub/shower not cleanable or repairable **\$Replacement cost + labor**

Tub/shower surround not cleanable or repairable **\$Replacement cost + labor**

Tub stopper missing or broken **\$Replacement cost + labor**

### **Doors & Windows**

Doors missing or damaged **\$Replacement cost + labor**

Screens missing or damaged **\$Replacement cost + labor**

Blinds missing, damaged or not cleanable **\$Replacement cost + labor**

Curtain Rods missing or damaged **\$Replacement cost + labor**

### **Keys**

Change Locks due to keys not being returned **\$100.00**

Mailbox Key **\$2.00 (Per Key if a copy can be obtained)**

Mailbox Lock **\$50.00**

### **Miscellaneous**

Light fixtures missing or damaged **\$Replacement cost + labor**

Abandoned Furniture **\$Actual Cost of City Pickup + \$50.00 per hour labor for removal**

Garbage not placed in the proper receptacles at move out **\$Actual Cost of City Pickup + \$50.00 per hour labor for removal**

Damaged walls, floors and ceilings **\$Actual repair costs + labor**

(Includes holes, writing, burns etc...)

### General Cleaning

**General cleaning is charged at a rate of \$50.00 per hour and includes cleaning and removal of trash and personal belongings from the property. The cost of removing larger items will include an additional charge based on the actual costs incurred by management to remove the item.**

**If any of the above are charged to an existing tenant, payment shall be made in 30 days from the date of invoice. If payment cannot be made within 30 days, the tenant must make payment arrangements with Management within 30 days.**

For any tenant that has vacated the premises (moved out), the charges will be deducted from their security deposit. If the charges exceed the amount of the security deposit further legal action will be taken to ensure that the additional amounts are paid in full.

MANAGEMENT RESERVES THE RIGHT TO MAKE OTHER REASONABLE RULES AND REGULATIONS AS, MAY, IN ITS JUDGEMENT, BE NECESSARY FOR THE SAFETY, CARE, AND CLEANLINESS OF THE BUILDING.

Management may make reasonable rules governing the use and occupancy of the premises and the building in which they are located. Any failure by tenant to comply substantially with the rules is a breach of the lease. Management may amend the rules and regulations as deemed to be necessary for newly added amenities or for the safety, care and cleanliness of the property.

**By signing this document, I am acknowledging that I have received a copy of the tenant rules and regulations.**

**Furthermore, I understand that failure to comply with the rules and regulations is a breach of the lease.**

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*Tenant Signature*

*Date*

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*Tenant Signature*

*Date*

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*Tenant Signature*

*Date*

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*Tenant Signature*

*Date*

SAMPLE