

NONSTANDARD RENTAL PROVISIONS

Name of Tenant:

Address:

The Nonstandard Rental Provisions listed here are part of your rental agreement and list the various charges and costs that your landlord may assess and withheld from your security deposit.

Security Deposit Deductions

- _____ 1. **GARBAGE/TRASH REMOVAL:** If tenant leaves garbage or trash in hallway, outside of door of unit or in any other common area of building or yard which is not designated for the deposit of garbage or trash tenant will be assessed a fee of **\$10.00** plus the actual costs incurred by landlord to remove the garbage or trash. Such fees and costs may be deducted from tenant's security deposit.
- _____ 2. **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the tenant's responsibility to separate all recyclable materials and deposit them in appropriate containers as required by law or local ordinance. If tenant fails to separate recyclable materials and deposit them in the appropriate containers, tenant will be assessed a fee of **\$10.00** for each instance plus the actual costs incurred by the landlord to properly dispose of the recyclables. Such fees and costs may be deducted from tenant's security deposit.
- _____ 3. **FAILURE TO PERMIT ACCESS TO UNIT:** If tenant fails to permit access to unit by landlord, after landlord has properly complied with all notice provision set forth in chapter 704 of Wisconsin Statutes and Wisconsin Administrative Code, chapter ATCP 134, tenant will be assessed a fee of **\$50.00** for each instance that tenant denies landlord access. Tenant will also be liable for any damages and/or costs incurred by landlord as a result of tenant's failure to allow landlord access to unit. Such fees and costs may be deducted from tenant's security deposit.
- _____ 4. **RETURN OF KEYS/GARAGE DOOR OPENER:** If tenant fails upon leaving to return all keys and garage door openers provided by landlord at the beginning of tenancy then tenant will be assessed a fee of **\$150.00**. This includes all keys, including but not limited to mailbox, laundry, and storage keys. Such fees may be deducted from tenant's security deposit.
- _____ 5. **FAILURE TO CLEAN APPLIANCES:** Tenant is responsible to clean all appliances owned by landlord that are within the unit prior to vacating. The appliances should be as clean upon vacating as they were when tenant moved into unit. If tenant fails to clean appliances in unit prior to vacating tenant will be assessed a fee of **\$50.00** per appliance. Such fees may be deducted from tenant's security deposit.
- _____ 6.. **FAILURE TO CLEAN UNIT / FAILURE TO REPAIR DAMAGE:** Tenant is responsible for cleaning the unit prior to vacating. Tenant is responsible for repairing any damage to unit before vacating. The unit should be as clean upon vacating as it was when tenant moved into unit. The unit should also be free from damage. If tenant fails to clean unit or repair damage prior to vacating then tenant will be assessed the actual costs

of landlord to repair or clean up to **\$50.00** per hour plus the costs of any materials. Such fees and costs may be withheld from tenant's security deposit.

7. **GARBAGE DISPOSAL:** Tenant shall not dispose of any large items including but not limited to furniture, boxes, sports equipment, appliances, or carpets in the dumpsters provided by landlord. Dumpsters are to be used for smaller household items only. If tenant needs to dispose of large items then tenant should contact the appropriate municipality and arrange for a special garbage pick-up for which tenant will be responsible for the cost. Such charges may be deducted from the tenant's security deposit.

8. **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 sec. 704.29, Wis. Stats., 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 the landlord's duty to mitigate. Such charges may be deducted from tenant's security deposit..

9. **FAILURE TO VACATE AT END OF RENTAL AGREEMENT OR AFTER NOTICE:** If tenant remains in possession without consent of landlord after the expiration of the rental agreement or termination of tenancy by notice given by either landlord or tenant, or after termination by valid agreement of the parties, tenant shall be liable for any damages suffered by landlord because of tenant's failure to vacate within the time required. In absence of proof of greater damages, landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession. Should the tenant's hold over result in the loss of any portion of rent by landlord, tenant shall be responsible for any lost rent. Such charges may be deducted from tenant's security deposit

10. **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the written consent of landlord as set forth in the Rental Agreement. If tenant makes modifications to unit without the written consent of landlord then tenant will be charged the actual costs to return the unit to its original condition. Such charges may be deducted from tenant's security deposit.

Miscellaneous Matters

1 **ABANDONED PROPERTY:** If tenant vacates or is evicted from the premises and leaves personal property, landlord may presume in the absence of a written agreement between landlord and tenant to the contrary, that the tenant has abandoned the personal property and landlord may dispose of it in any manner that the landlord, in his sole discretion, determines is appropriate. Landlord will not store any items of personal property that tenant leaves behind when tenant vacates or is evicted from the premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If tenant abandons a manufactured or mobile home or a titled vehicle, landlord will give tenant and any other secured party that landlord is aware of, written notice of intent to dispose of property by personal service, regular mail, or certified mail to tenant's last known address, prior to disposal.

_____ 2. **RENTERS INSURANCE:** Tenant acknowledges that s/he has been advised by Landlord to obtain Renter's Insurance as Tenant understand that Landlord's insurance does not protect Tenant's personal belongings and does not protect Tenant for loss or damage caused by Tenant's actions of those of Tenant's guests. Tenant understands that if Tenant does not purchase Renter's Insurance that Tenant may be held responsible for any loss or damage caused by Tenant's actions or the actions of Tenant's guests.

Tenant acknowledges that the landlord or his/her agent has specifically identified each nonstandard rental provision with the tenant prior to entering into a rental agreement. Tenant agrees to each and every nonstandard rental provision above that has been individually initialed by the tenant and which has not been intentionally stricken.

Tenant _____
Date _____

Landlord: _____
Agent for _____ Date _____