

**ADDENDUM A - Non Standard Rental Provisions & House Rules and Regulations. All items must be initialed by each tenant.**

Tenants: 1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

Property Address \_\_\_\_\_ Lease Start Date \_\_\_\_\_

**1. RENT** \_\_\_\_\_ Rent is due in full on the 1<sup>st</sup> day of the month and late if not posted online or postmarked by the 1st day of the month. No exception is made for weekends or legal holidays. There is no state or local law that proves a 5-day grace period. The late fee is \$50. If a payment is returned for any reason an additional \$50 will be added per incident. If a tenant bounces two payments he/she will be required to pay all future rent payments by money order or certified check. All late/returned payment fees and fines will be considered rent. Your security deposit cannot be used as last month's rent. Accrued, unpaid late fees will be deducted from Tenant's security deposit. Tenants are jointly and severally responsible for rent and security deposit. The move in time is 9AM on the 1<sup>st</sup> day of the lease and move out time is 12PM (noon) on the last day of the lease. The last day of your lease is the last day of the month, either the 30<sup>th</sup> or 31<sup>st</sup> of the month NOT the 1<sup>st</sup> day of the next month or any other day thereafter. This applies to both a defined lease term and month-to-month tenancy. Tenants are required to register and use Apartments.com for monthly rent. Cash is not accepted for rent.

**2. COMMON AREAS** \_\_\_\_\_ The basement, attic (if accessible) common spaces (i.e. laundry area, hallways, stairways, and yard) must be kept clean by all tenants. Common areas can not be used for storage of personal property. If tenants do not keep common areas clean or store personal property that present a fire or health risk, a janitorial service will be hired, without warning, and tenants will be billed directly. Tenants do not rent common areas and therefore these areas are not subject to a 12-hour notice to enter by landlord or maintenance workers.

**3. PAINTING** \_\_\_\_\_ There is absolutely no painting without prior written permission. If permission is given, the only approved color/paint is Behr Antique White #23 interior satin enamel (Paint & Primer in One). Unauthorized painting is considered property damage and may be deducted from your security deposit. Fines for painting range from \$200/bedroom to \$300 for larger rooms. Tenants do not have the right to repaint if they breach this item.

**4. PETS** \_\_\_\_\_ No pets (unless indicated in lease) - this includes visits and short term stays. If a pet is seen, heard or smelled a \$200 fine per incident will be assessed and a 5-day eviction notice will be served. All pets require a written pet agreement and renters insurance.

**5. SMOKING FIRE & SAFETY** \_\_\_\_\_ No smoking of any kind (including but not limited to cigarettes, pipes, marijuana & hookah) anywhere in your unit or building. This includes porches, front yard, parking area, or common spaces (hallways, basement, and attic). This applies to guests. No tiki style torches (lit or unlit), candles or incense anywhere on property. City ordinances prohibit grilling/barbecuing or any open flames on wooden or asphalt porches. If there are signs of smoking in the building (i.e. smoke, or cigarette butts, paraphernalia) or cigarette butts on the lawn/sidewalks, a fine of \$250 per incident will be assessed and a 5-day eviction notice will be served.

**6. PARTIES/GUESTS/NOISE /POLICE** \_\_\_\_\_ ABSOLUTELY NO PARTIES ANYWHERE IN THE BUILDING. No half/quarter barrels, kegerators, illegal drugs, permanent guests, underage drinking, fighting, yelling or recreational/social use of the basement or attic. A \$200 fine will be assessed and a 5-day eviction notice will be served for any party, loud music or noise, fighting or police complaint. The attic, basement and common areas cannot be used for habitation, recreation, games, band or musical practice or repair shop. A permanent guest is defined by city code as someone who doesn't have another address and/or receives mail and/or stays for more than two weeks. Tenants will be held accountable for the conduct of their guests inside and outside of the building. Any fine levied against the landlord by the Milwaukee Police or City of Milwaukee related to tenants' conduct (noise/music/parties/disruptive behavior) will be billed to tenant and considered rent.

**7. SNOW/ICE 3 Inch Rule** \_\_\_\_\_ Full service snow & ice removal are not included in rent (unless specified). Landlord is responsible for public sidewalk only. Removal of snow/ice from non public walkways (sidewalks/walkways to and from the building, front & back steps, driveway, parking lot and garbage/recycling carts) is the tenant's responsibility for snowfalls and freezing perception under 3 inches. Tenants share this responsibility equally with the other unit(s) in the building. This responsibility extends over winter break. If tenants fail to remove all snow/ice within 24 hours of a snowfall or freezing perception from all non public walkways a snow/ice removal service will be hired and billed to tenants without warning or notice. Landlord does not provide shovels or other supplies. Any fine or expense due to failure to remove snow/ice is considered rent.

**8. GARBAGE AND RECYCLING DUMPSTERS** \_\_\_\_\_ Tenants are required to place their garbage and recycling carts at the collection point by 7:00 am the day of collection and return it to the storage area by 10:00 pm the same day. Call (414) 286-2489 or go online for pickup schedule. If tenants cannot remember to move dumpsters to and from the storage area as required by the City of Milwaukee Dept of Sanitation, a \$25 per incident plus additional charges/fines for cleaning garbage overflow will be charged. DO NOT dump your garbage or recyclables on top of a dumpster even if it is full. This will lead to raccoons, rodents and an unsanitary situation. If your garbage does not fit in your dumpsters, ask a neighbor if you can use theirs. Basic garbage pickup is included in rent but items such as carpet, mattresses, couches, tires, and other furniture are considered special pickup and are fee based. If you are disposing of a large item that does not fit in a dumpster, put it next to the dumpster (if alley) or curb (if no alley) and call the City for a special pickup. A private hauling service may remove bulky items without notice. Any special pickup or hauling charges or fines are considered rent.

**9. SMOKE DETECTORS/FIRE EXTINGUISHERS** \_\_\_\_\_ State and local law requires landlord to provide working smoke and carbon monoxide detectors. Tenants are required to test and inspect all smoke/CO detectors in unit and common spaces upon move-in and on a monthly basis. Unless landlord receives written notice that smoke/CO detectors are missing or non operational it is assumed that smoke/CO detectors are installed and working. State law requires tenants to maintain smoke detectors in unit. Tenants agree to immediately provide any maintenance necessary to make the smoke & CO detector(s) functional (maintenance includes replacing smoke detector battery) or provide landlord written notification of the required maintenance. If smoke/CO detectors have been tampered or disabled tenants will be held responsible for consequences. If a fire extinguisher is missing or discharged, tenants will be charged for replacement or refill at a cost of \$100/extinguisher plus cleaning charges. If it cannot be determined which unit is responsible, the fine will be split between all units. If your unit has a fireplace it has been closed off and may NOT be used due to fire and safety concerns.

**10. PLUMBING** \_\_\_\_\_ Tenants are required to buy and use hair snares for bathtub drains and clean dishwasher filters. The following items should not be flushed down the toilet; hair, grease, sanitary napkins, tampons, paper toweling, dental floss, condoms, baby wipes or cleaning pipettes or other inappropriate items. Wet wipes can NOT be flushed down the toilet even if the label says toilet/sewer safe. Tenants will be held responsible for clogged toilets/ drains/tubs due to misuse. A plumber or appliance technician will determine if plumbing/ service call is due to excessive tenant hair, inappropriate items (wet wipes, paper toweling), dirty dishwasher filter or other non standard wear and tear plumbing issues. Do not use Liquid Plumber or other chemical products to unclog drains; they don't work/damage pipes and are bad for the environment.

**11. LEASE RENEWAL** \_\_\_\_\_ The initial term of the lease is indicated in writing on the lease. Subsequent lease renewals and other changes to the lease must be agreed by the landlord and tenant(s) in writing. If both parties agree to extend this lease beyond the initial term this lease becomes month-to-month with a 60 day written notice to terminate. Under no circumstances are winter move outs permitted. Winter is defined from October 1 through May 31. A 60 day notice must be received by August 1 for September 30 move-out and April 1 for a May 31 move-out. page 1/2 v51023

- 12. LOCK OUTS** \_\_\_\_\_ A lockout fee of \$25 will be charged between 9am to 9pm and \$50 after hours.
- 13. UTILITIES** - \_\_\_\_\_ Unless indicated in writing on the main portion of the lease, utilities (electric, heating or cooking gas, "sewer/water") are not included in rent. Tenants are required to setup and maintain an energy account with WE Energies 800 242-9137 from the beginning of the lease to the last day of the lease even if you move in late or vacate early. Failure to maintain this account for the full term of your lease will result in deductions from your security deposit. "Sewer and water" refers to the entire bill and includes Water, MMSD Sewer Treatment & Municipal charges. Your prorated portion is based on the number of units in your building or by person in the building. Tenants' share of "sewer/water" are billed online to Apartments.com quarterly and due upon receipt and considered rent. If electricity is included tenants agree to turn off lights and devices when not in use. If the landlord provides electricity, crypto currency/data mining is strictly prohibited.
- 14. HEATING SEASON / WINTER THERMOSTAT** \_\_\_\_\_ Tenants are required to maintain a sufficient thermostat heat setting in winter to prevent pipes from freezing. Under no circumstances should the thermostat be turned off or set below 60 degrees Fahrenheit in the winter. This applies when the unit is unoccupied or vacant over winter break and holidays. Tenants agree to keep all doors, windows and storm windows closed firmly and tightly during the heating season, except for short periods of time for ventilation during the day, and no wire of any kind is allowed to run through windows or doors to the exterior. Tenants may be responsible for excessive heating costs and or consequential damages related to an open window or open door. This applies whether heat is paid by landlord or tenant.
- 15. BATHROOM** \_\_\_\_\_ Tenant must purchase and use shower curtain (s) for the protection of window and to prevent water damage to the floor and ceiling below. Careless use of shower or bath may result in water damage and may be deducted from Tenant's security deposit.
- 16. SUBLETS & BREAKING LEASE** \_\_\_\_\_ Sublets are not permitted without prior written permission. There is a \$100 administration fee per sublet. If lease is broken before or during lease term there is a \$200 administrative fee in addition to rent loss and advertising.
- 17. SHOWINGS / NOTICE to ENTRY** - \_\_\_\_\_ Landlord will give Tenant 12 hour (not 24) by verbal or written (including text or email) notice to enter to inspect, repair and show your unit unless it is an emergency such as gas leak, electrical hazard, broken water pipe OR other major issues affecting the health and safety of other tenants in building. This may include emergency cold weather inspections when tenants are away on winter break. Requests for maintenance/repairs by tenant constitute permission for landlord/agent to enter unit without 12 hour notice at reasonable times. Tenants agree to cooperate with landlord and present their unit as "tidy" for showings: No garbage, dirty dishes, dirty laundry, beds made and no excessive clutter – the better it shows the less showings. Tenants are required to notify landlord of changes to email and phone number.
- 18. MISC** \_\_\_\_\_ No indoor furniture permitted on porch or lawn. No signage, banners or advertising permitted. No sitting on porch railings. After a cookout, all debris including tables, chairs and trash must be cleaned up immediately or subject to cleaning charges.
- 19. RENTERS INSURANCE (Required)** – Tenant acknowledges that Landlord's fire, hazard, and liability coverage for injury or damage to persons or property, both real and personal, does not extend to or on behalf of Tenant. Landlord requires that Tenant(s) purchase and maintain his/her own renter's insurance and provide certificate of insurance. See Renters Insurance FAQ for more information. A \$25/month fee will apply for non compliance.

**House Rules, Regulations and Notifications (No initials required)**

- 20. WASHER/DRYER** - Landlord will provide a coin-operated washer connected to either the upper or lower unit's utilities and a coin operated dryer connected to either the upper or lower unit's utilities. Use of these machines is at your own risk. Landlord is not responsible for lost or damaged clothing. Overloading, blankets/comforters or other large items, heavy soiled clothing are not permitted. Only use (non damaged) U.S. quarters. Foreign coins or slugs do not work and will damage the coin mechanism. Service calls related to improper use of washer/dryer are considered damage & billed accordingly.
- 21. PROPERTY CONDITION REPORT** - Tenants have 7 days to complete a check-in property condition report (available on the kitchen counter or online). You are encouraged to supplement this form with time dated photos and video within 7 days of the first person receiving your keys. If you do not complete this form upon move in, it will be assumed your unit is satisfactory without any damages.
- 22. INSTALLATION AND REMOVAL OF PERSONAL PROPERTY** - NO installation of electrical fixtures, appliances or space heaters without written permission. This includes ceiling fans, Dish/Direct TV, antennas, light fixtures, dishwasher, washer/dryer and locks. Tenants must get permission for window AC units and are required to professionally install and remove units (Contact landlord first). Improper AC installation will result in window damage and water damage. Tenant pays for installation and removal of all Internet/cable wiring both inside and outside of unit. You may not run cables or extension cords between rooms or units. Any property left behind upon lease termination is considered abandoned and may incur removal/disposal charges. Tenants may not install or change locks on any door in the unit or building. Unless indicated window treatments are not provided.
- 23. PARKING** - Parking is not included in rent unless specified in lease. Due to non uniform parking space sizes, large cars such as full size sedans, sport utility vehicles, van/mini vans and trucks may not fit in your space or extend into the alley. Landlord is not responsible if your vehicle does not fit or is ticketed for extending in the alley or sidewalk. If you have an assigned parking space, you may not park in another space - even if someone else is in yours. Snow and ice removal for parking spaces is not included in rent. If your building has a driveway, parking is not permitted in the driveway. Mopeds and motorcycles cannot be parked on the front yard or side walkway and will be ticketed and towed without notice. Landlord is not responsible for theft or loss. Landlord reserves the right to assign and reassign parking spaces at any time for any reason. On occasion, a repair/service/delivery vehicle or manager may park in your space if street parking is unavailable. Look for a note with a cell phone number on windshield or dashboard
- 24. HARDWOOD FLOORS** - Tenants are required to use throw rugs to protect floor surfaces. During winter months tenants must remove and store boots and shoes and keep them on a protective material such as a plastic boot mat to protect floor surfaces from the corrosive effects of salt. All furniture including new furniture must have protective pads to protect floor surfaces. Floor gouges caused by furniture are very expensive damages. Plants on window sills or floors must have a water protective base to protect surfaces.
- 25. STORAGE** - Storage space may be available in the attic or basement. Check with landlord first. If you store personal property it must be labeled with your name, unit # and move-in date. All unlabeled property will be disposed of. Be aware that old basements are musty and may have water seepage during rain/storms. Storage of personal property is at tenants risk for theft or damage due to water or dampness or sewer backup. Tires, flammable or hazardous materials including gasoline/oil motors are not permitted anywhere in the building. Tenants must provide landlord with padlock key or combination or lock may be removed without warning or notice.

**26. TRUST ACCOUNT WAIVER** – State law requires disclosure that your unit is in a rental property owned by a Wisconsin Real Estate Licensee and security deposits will be held in an (non interest bearing) account maintained in the name of the owner.

I have read the above 26 items and understand that charges, fines and fees may be deducted from Tenant's security deposit. (please sign and date)

1. TENANT \_\_\_\_\_ DATE \_\_\_\_\_ 2. TENANT \_\_\_\_\_ DATE \_\_\_\_\_  
 3. TENANT \_\_\_\_\_ DATE \_\_\_\_\_ 4. TENANT \_\_\_\_\_ DATE \_\_\_\_\_

AGENT / LLC \_\_\_\_\_ DATE \_\_\_\_\_ v51023