

NON-STANDARD RENTAL PROVISIONS

X_____ X_____ I have received a rent incentive in the amount of **(\$000.00)** which is contingent upon my residing in the apartment for the entire term of the lease and for my satisfactory performance under all terms of the lease. If I vacate the apartment prior to the expiration of the lease, fail to pay my rent on time, create property damage or otherwise create any scenario that may be determined to be a breach of the lease terms, the rent incentives will be rescinded and I agree to reimburse Landlord for all incentives provided immediately upon their demand. In the event I fail to reimburse Landlord immediately upon their demand for the incentive received, I understand that it will constitute a material breach of this lease and authorize Landlord to deduct those incentives from my security deposit. Furthermore, I understand and agree that the Landlord and Agent can deduct from the security deposit, in addition to rent, penalties, incentives and other elements of damage, all reasonable expenses of listing and advertising incurred in re-renting and attempting to re-rent the premises if I vacate the apartment prior to the expiration of my lease. (See Wisconsin Statute Sec. 704.29(2)).

X_____ X_____ I understand and agree that any and all forms of rent incentives (free or discounted rent, etc.) are contingent upon the prompt payment of my rent. In the event I fail to promptly pay all rent when due, the rent incentives will be rescinded and I agree to reimburse Landlord for all incentives provided. Otherwise, Landlord may deduct those incentives from my security deposit.

X_____ X_____ In the event I fail to pay my final utility bill within 14 days upon vacating, I agree to pay Landlord or Landlord's Agent a \$50.00 administration fee plus the actual cost of the bill. Said amount shall be deducted from my security deposit.

X_____ X_____ I understand and agree that any unpaid late fees as set forth in the Rental Agreement (\$40.00 for rents received postmarked after the First and \$5.00 each day thereafter) will be deducted from my security deposit. I agree that under no circumstances shall the late fee be waived.

X_____ X_____ I understand that I, as the tenant, am completely responsible for any drain clogs. In the event of a drain clog I will promptly have it repaired by a person qualified to clean drains. I will not use "Draino" or similar products. In the event drain clogs are discovered after I vacate the premises, I authorize the landlord to deduct the cost of this repair from my security deposit.

X_____ X_____ I understand that landlords have the right to prohibit the use of smoking materials in their apartments and in the common areas, and as such, the use of smoking materials in an apartment is a privilege. I also understand that damage from smoking materials is not considered "normal wear and tear". I am aware that if my use of smoking materials causes damage, (ie: fire, burn marks, discoloration of walls, smoke odor, etc.) I may be charged for these damages and that these charges may also be deducted from my security deposit. I also understand that smoking is prohibited in all common areas of the property.

X_____ X_____ Not less than 60 days prior to the expiration of the lease (or any subsequent renewal thereof) I agree to notify Landlord, in writing, of my intent to renew or vacate. In the event I fail to provide such written notice, I understand I will be responsible for damages in the amount equal to one month's rent if Landlord is unable to obtain a new Tenant at the expiration of my lease which is a result of my failure to provide such written notice.

X_____ X_____ I understand that landlord requests that I not run washing machines, dishwasher or dryers when I am not in the unit and that I may be held responsible for property damage to the dwelling and any problems that may result from my negligence.

X_____X_____ I have been made aware that the State of Wisconsin adopted NFPA 1, 2007 Edition of the Uniform Fire Code, as part of the Wisconsin State Fire Prevention Code, Comm. 14. Under this code, new regulations exist regulating grills on multi-unit buildings. This code reads as follows: **NFPA 10.11.7 “for other than one and two family dwellings, no hibachi, gas fired grill, charcoal grill, or 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 10ft of any structure.” *I agree not to use cooking apparatuses such as charcoal fueled grills or any type of turkey fryer on the premises at any time. The use of gas fired grills is authorized on lower units only, provided they are used in such a fashion as to comply with NFPA 10.11.7, do not cause any danger or damage and that they do not become a nuisance to any other resident.** I shall be responsible for any damage caused by the use of outdoor cooking equipment on the property. I shall be responsible for any fines levied by any governing agency or department against the property, property owner or management due to my failure to observe this rule.

X_____X_____ Upon the last day of my occupancy, I agree to vacate no later than 12:00 noon. I will be charged \$50.00 for every hour after 12:00 noon that I occupy the premises which will be deducted from my security deposit.

X_____X_____ I acknowledge receipt of the Move-In Report which needs to be completed and returned to the Landlord within seven (7) days from the occupancy date. This report is important because it documents all pre-existing damages to the premises. In the event I fail to return this document to Landlord within seven days, the unit will be considered in excellent condition with no damages and any damages found upon my vacating will be charged against my security deposit. I also understand that it is not Landlord’s practice to conduct an “exit inspection” or “walk-through” in my presence upon vacating.

Tenant Name:
Address:

JOHNSON & HELLEKSON REAL ESTATE, LLC

Rules & Regulations

Every effort has been made and will continue to be made to make your residency pleasant and comfortable. Your cooperation and support as a resident is of utmost importance. Your observance of the following rules and attention to the following comments will help everyone to maintain a high and enjoyable standard of living.

1. Rents are due and payable on or before the FIRST of each month. Anyone presenting a check for payment that is not honored by their bank will be charged a \$35.00 service fee plus late fees and will pay all future rents with a cashier's check.
2. If keys to an apartment are lost, misplaced, or stolen, tenant will pay \$10.00 for replacement. If the lock on the apartment must be changed as a result of the keys being lost, misplaced, or stolen, the tenant will incur all costs and must pay the management company upon installation of new locks.
3. If tenant is unable to gain access to apartment due to neglect to carry the necessary keys, or if tenant locked keys inside of apartment, the tenant will pay the management company a fee of \$25.00 or the actual expense incurred by the management company in gaining access to the apartment. Such payment is due immediately.
4. The cost of damage to the apartment or home, mechanical and appliances from negligence, misuse or harmful cleaning will be borne by the tenant.
5. Tenant may not use apartment or any part of the building or grounds for the purpose of conducting a business. (Daycare facility, etc.) The unit is for residential purposes only.
6. No pets are to be kept in or about the premises. No pets are allowed to "visit" the apartment or to be on or about the premises even on a temporary basis. Guests and tenants are not allowed to have pets of ANY kind in or about the premise at any time.
7. Clothing, rugs, mops, and other articles shall not be hung from clotheslines, railings, balconies, or from windows.
8. Appropriate window coverings such as curtains, blinds, and shades are to be used on the windows. No blankets, sheets, rugs, towels, etc. are to be used for window coverings.
9. Tenants may not make repairs to motor vehicles parked on the premises. Tenants may not use the parking area for storage of inoperable vehicles, i.e. vehicles with flat tires, vehicles put up on blocks, vehicles whose engines will not start or vehicles that are not properly tagged and registered. Tenants may not park boats, trailers, etc. anywhere on the premises. Tenants are allowed two (2) motor vehicles per unit. Tenant is prohibited from parking in fire lanes, in front of fire hydrants, sidewalks, garage entries, driveways, areas which block access to rubbish containers or designated / marked no parking areas, etc. Not at any time may the tenant obstruct or interfere with the ingress and egress of others. Tenant may not drive or park any vehicles on the grass areas. Damage resulting from tenant or tenants' guests parking or driving on the grass will be paid by the tenant. This includes moving vans needed during the tenant's move-in or move-out. At all times and when necessary, tenants agree to promptly comply with all requests made by management to facilitate snow removal to the parking areas. Failure to comply fully with the above parking rules will result in the vehicles in violation being ticketed and towed at the vehicle owner's expense. Any charges incurred by the Owner or Management as a result of tenant's failure to follow these rules will be the responsibility of the tenant.
10. Reasonable Care Of Unit- Tenant agrees to take reasonable care of the unit. Reasonable care includes, but is not limited to, closing windows if rain is entering unit. Notifying management and/or maintenance in a timely manner if water from the shower, toilet, sink, etc. is causing damage to property. Use of rubber backed floor mats on vinyl flooring. The failure of tenant to mitigate damage to the property in a timely manner may cause the tenant to be held responsible for damages.

11. Tenant is responsible for the cost to repair/replace broken screens and windows.
12. Tenant is responsible for the costs of any and all drain cleaning to any drain in or servicing their apartment.
13. Any and all repairs needed in tenant's apartment are to be promptly reported to the management company. Tenants are not to make repairs on their own.
14. Tenant may not store or keep any items on the grass areas, this includes bicycles, picnic tables, swimming pools, toy, lawn chairs, etc.
15. When a tenant asks that repairs be made inside of his/her apartment, tenant understands that he/she is now giving management permission to enter their apartment. As a result, a 12-hour notice is not required from management prior to entering the apartment in order to make the repairs.
16. Tenant shall not do or permit anything to be done in the premises, or bring or keep anything therein, that shall in any way increase the rate of fire insurance on the leased premises, or bring or keep anything therein that will interfere with the rights of other tenants or in any way injure or annoy them or conflict with the laws relating to fires, or with the regulations of the fire department or with any insurance policy on the building or any part thereof, or the rules and ordinances of the Board of Health.
17. Tenant is aware that their personal possessions are not covered for fire, theft or other perils. Management strongly recommends tenant purchase renter's insurance. The Owner and Management will not be held responsible or liable for damages caused to or by tenant's personal property. Water beds, satellite dishes, cooking grills, etc. are not permitted without Management's written consent.
18. Tenant agrees and promises to be liable for all acts of negligence or breaches of this agreement by tenant and tenant's guests and invitees.
19. Tenant agrees and promises to comply with all recycling requirements. Non-compliance of recycling requirements will result in fines which must be paid within thirty, (30), days of billing. Any unpaid fines at the time of vacating will be charged to the security deposit. The amount of any fines will be determined by the landlord.
20. Tenants are expected and agree to cooperate and help in keeping the common areas clean orderly, free of debris and in a general state of good repair. This includes the basement, hallways and exterior of the property.
21. Tenant agrees to notify the Local Utilities () and WE Energies (1-800-242-9137) to switch the utility accounts into his/her name prior to move-in. The management company will charge \$50.00 to tenant if this is not done prior to move-in.
22. Tenant agrees to notify the management company within five days of his/her new telephone number.
23. Tenant agrees to return check-in form to the management company within seven days from the date of occupancy.

**TENANT(S) HEREBY ACKNOWLEDGES THAT HE/SHE HAS FULLY READ,
UNDERSTANDS, AGREES, AND WILL ABIDE BY THE RULES AND REGULATIONS SET
FORTH HEREIN.**

Tenant: _____

Date: _____

Tenant: _____

Date: _____

LEASE ADDENDUM ON MOLD

To minimize the occurrence and growth of mold in the Leased Premises, resident hereby agrees to the following:

- 1) **MOISTURE ACCUMULATION:** Resident shall remove any moisture accumulation in or on the Leased Premises, including on walls, windows, floors and ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence, use exhaust fans in kitchen and bathroom when necessary, and keep climate and moisture in the Lease Premises at reasonable levels.
- 2) **APARTMENT CLEANLINESS:** Resident shall clean and dust the Leased Premises regularly, and shall keep the Lease Premises, particularly the kitchen and bath, clean.
- 3) **NOTIFICATION OF MANAGEMENT:** Resident shall promptly notify management, in writing, of the presence of the following conditions:
 - A. A water leak, excessive moisture, or standing water inside the Lease Premises;
 - B. A water leak, excessive moisture, or standing water in any community common areas;
 - C. Mold growth in or on the Leased Premises that persists after Resident has tried to remove it with household cleaning solution such as Lysol, Pine Sol disinfectants, Tilex Mildew Remover, Clorox, or any combination of water and bleach;
 - D. A malfunction in any part of the heating, air conditioning, or ventilation system in the Leased Premises.
- 4) **LIABILITY:** Resident shall be held liable to Owner for damages sustained to the Leased Premises, common areas or to the Resident’s person or property as a result of Resident’s failure to comply with the terms of this Addendum.
- 5) **VIOLATION OF ADDENDUM:** Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.
- 6) **ADDENDUM SUPERSEDES LEASE:** In case of a conflict between the provisions of the Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This Lease Addendum On Mold is incorporated into the Lease executed or renewed on _____ (date) between Owner and Resident.

Resident (s) _____ **Date** _____

Resident (s) _____ **Date** _____

Resident (s) _____ **Date** _____

Resident (s) _____ **Date** _____

Owner/Manager _____ **Date** _____

CLEANING INSTRUCTIONS

Upon Move Out

ITEM:

KITCHEN:

- Stove- Clean thoroughly inside and out.
- Refrigerator- Defrost. clean thoroughly and set on lowest temperature setting.
- Cupboards- Wipe out inside and outside.
- Sink- Clean thoroughly.
- Floor- Wash and wipe clean.
- Countertops- Wipe clean.

BATHROOM:

- Toilet- Clean thoroughly.
- Sink- Clean thoroughly.
- Tub & Shower walls- Clean thoroughly.
- Cabinet- Wipe inside and outside.
- Floor- Wash and wipe clean.

MISCELLANEOUS:

- Clean both inside of all windows
- Vacuum all carpeting
- Remove all tape from walls, do not patch holes and leave all picture hangers in place
- Remove all debris from closets and vacuum/wipe shelves
- Wipe clean all light fixtures, all must have working bulbs
- Remove all debris from unit
- Remove lint from dryer

BASEMENT/STORAGE LOCKER/GARAGE:

- Remove all debris and sweep clean.

NOTE: When cleaning, do not use abrasive cleaners. These types of cleaners may scratch or damage surfaces and the cost of the damage will be deducted from your deposit. Any deductions from the security deposit must be determined by the amount of damages. The actual amount of the deduction will depend on time and materials needed to prepare the premises for renting. Items left behind will be considered abandoned and disposed of as provided for in Wisconsin law.

Landlord will conduct a move out inspection of the Tenant's apartment within a reasonable time from receiving notice that the keys have been surrendered and the apartment has been vacated. However, the move out inspection will not be conducted in the presence of the Tenant. It is imperative upon move-in that tenant fill out and return the required check-in form to the management company within eight days of the date of occupancy or the start of the lease, whichever occurs first.

TENANT _____

DATE _____

TENANT _____

DATE _____