

NONSTANDARD RENTAL PROVISIONS

Leased Premises Address:

_____ 1. I/We were furnished a copy of the Lease, Rules and Regulations and all addenda thereto, including but not limited to this **NONSTANDARD RENTAL PROVISIONS** agreement, for my/our review **BEFORE** I/we gave a deposit for the premises set forth above.

_____ 2. I/We were told that the following utilities are or are not included in the rent as listed below, and that the bills for any utilities not included shall be paid by Lessee at the time said bills become due and payable, including utilities to the last day of the lease term or extension thereof. In the event Lessee fails to pay any utility charges when due, then Lessor, at Lessor's option, may pay said past due utility charges and Lessee shall indemnify Lessor upon billing for any amounts it shall pay on behalf of Lessee. Lessee shall furnish and pay for all charges for telephone services.

Utility Charges	Electric	Heat	Gas Cooking	Hot Water	Water/Sewer	Trash/Recycling
Included in Rent			N/A			
Not included in Rent			N/A			

_____ 3. Lessee shall have seven (7) days after date of occupancy to do the following: (A) Make an inspection of said premises and complete and sign the information check-in sheet which shall be provided to Lessee when Lessee commences his or her occupancy listing therein, among other things asked for, any defects or needed repairs in or about the premises. Lessee is responsible for giving notice to Lessor of any required service; and (B) Request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit.

_____ 4. If any installment of rent or other charge, except for a late fee, is received later than the 1st of the month, there shall be an additional rental charge to the Lessee of **\$0.00**. If rent is received after the 5th of the month, there shall be an additional **\$40.00** rental charge. If rent is received after the 10th of the month there will be an additional **\$60.00** rental charge. The Lessor may require said additional rent charge, and any additional rent charges due under the Lease, and any applicable additional rental charge to be paid by cashier's check or money order only, and shall not be required to accept payment by check. The preceding sentence shall not be construed or interpreted as being a grace period for payments due herein, and it is expressly understood that all rental and other payments by Lessee shall be due and payable on the First day of the month, and time is of the essence with respect to receipt of said payments.

_____ 5. I/We understand that if a check tendered for the payment of my/our rent or other charges is returned by the bank unpaid for any reason, there is a **\$25.00** charge in addition to the late payment penalty described under No. 4, and that Lessor may require any subsequent rent payments to be paid by cashier's check or money order only and shall not be required to accept payment by check. I/We understand that any additional rent charges due under the Lease, and return check fees are to be paid at the time my/our late payment is made and that my/our account shall be considered delinquent until all outstanding charges are paid in full. It is further understood that replacement of worthless checks may only be made by cashier's check or money order. Failure to pay said costs, during the Lessee's tenancy, shall constitute a breach of lease. In the event that the actual amount charged by the bank for checks returned/unpaid exceeds the **\$25.00** charge then it is expressly understood and agreed that the charge set forth in this paragraph may be increased by Lessor to said actual charge upon 28 days written notice to Lessee.

_____ 6. There were no promises made about cleaning, repairing or otherwise improving the apartment in which I/we am/are interested, except the following, which shows the expected completion date of each:

_____ 7. ALL KEYS, PASSCARDS, LAUNDRY CARDS AND REMOTES ARE FOR LESSEE'S SOLE USE. LESSEE MAY NOT DUPLICATE. ALL ADDITIONAL KEYS MUST BE OBTAINED FROM LESSOR. In the event the Lessee fails to return ALL keys, passcards, laundry cards, and remotes obtained from Lessor within 24 hours after surrendering the premises, ALL costs of rekeying locks and replacing said keys, passcards, laundry cards and remotes shall be paid by Lessee upon billing and may also be deducted from Lessee's security deposit.

_____ 8. **LESSEE IS NOT ALLOWED TO SUBSTITUTE OR APPLY THE SECURITY DEPOSIT FOR RENT OR OTHER CHARGES OWING.**

_____ 9. Upon acceptance of my/our application, I/we agree to pay the partial month's and first full month's rent and the required remaining balance of the security deposit. I/we further agree that all of the provisions of this **NONSTANDARD RENTAL PROVISIONS** shall be incorporated into the Lease as though fully set forth therein.

NONSTANDARD RENTAL PROVISIONS CONTINUED

____ 10. Lessee shall pay, within five (5) days after being billed for same, all reasonable costs associated with required or requested maintenance resulting from damage, repairs, or loss caused by misuse or negligence of Lessee, or Lessee's guest(s), occupants and invitees including, and not by way of limitation, property damage, repairs, or loss referred to in Paragraphs 3.3, 3.5, and 3.7 of the Lease and any rules attached thereto or made a part thereof. Any such bill not paid may be deducted from the security deposit. Failure to pay said costs, during Lessee's tenancy, shall constitute a breach of lease.

____ 11. Said premises shall be left by Lessee after surrendering same in a clean and undamaged condition. Subject to the provisions of Wisconsin law, the cost or estimate of repairing any damage to said Leased Premises which is not listed in the information check-in sheet may be deducted from the security deposit, as will the cost of restoring the Leased Premises to a clean and rentable condition, normal wear and tear excepted. **(See attached Move-out Procedures & Potential Charges)**

____ 12. If Lessee leaves garbage or trash in hallway, outside of door or unit, or in any other common areas of building or yard not designated for the deposit of garbage or trash, Lessee will be assessed a fee of **\$150.00** unless the actual cost is higher and then Lessee will be charged the higher cost - for each instance. Such actions shall constitute a breach of Lease. Such fees and actual costs may be deducted from Lessee's security deposit. Failure to pay said costs, during Lessee's tenancy, shall constitute a breach of Lease.

____ 13. It is Lessee's responsibility to separate all recyclable materials and deposit same in the appropriate containers as required by law or local ordinance. If Lessee fails to separate recyclable materials and deposit them in the appropriate containers Lessee will be assessed a fee of **\$0.00** unless the actual cost is higher then Lessee will be charged the higher cost - for each instance where Lessee fails to comply with the applicable recycling rules. Such actions shall constitute a breach of lease. Such fees and actual costs may be deducted from Lessee's security deposit. Failure to pay said costs, during the Lessee's tenancy, shall constitute a breach of lease.

____ 14. Lessee may park their vehicle in the designated area or space as set forth in the rental agreement. If Lessee parks a vehicle anywhere other than the designated areas or space then Lessee will be charged additional rent of **\$10.00** unless the actual cost is higher then Lessee will be charged the higher cost - for each day that the vehicle is parked in a non-designated space. Disabled vehicles and vehicles in the process of being repaired may not be kept on the premises and the above-mentioned fee will also be assessed against Lessee for each day that this rule is not followed. Lessee will also ensure that any and all guests(s), occupants and invitees of Lessee follow the above provisions or Lessee will be assessed the above-mentioned rental charges or actual cost if higher. Invalidly parked vehicles shall also constitute a breach of Lease agreement. Such rental charges and actual costs may be deducted from Lessee's security deposit. Failure to pay said costs, during Lessee's tenancy, shall constitute a breach of Lease.

____ 15. Lessee is responsible for cleaning the unit prior to surrendering. Lessee is also responsible to clean all appliances owned by Lessor that are within the unit prior to surrendering. The unit and the appliances should be as clean upon surrendering as they were when Lessee moved into unit, reasonable wear and tear excepted. If Lessee fails to clean unit or the appliances prior to surrendering, except in those circumstances when cleaning would be construed as normal wear and tear, then Lessee will be assessed a fee of **\$35.00** per hour -- unless the actual cost is higher then Lessee will be charged the higher cost -- to clean the unit and appliances. Such rental charges and actual costs may be deducted from Lessee's security deposit.

____ 16. Lessee shall be responsible for the cost to clear clogged toilets and drains (regular or disposal drains) because of Lessee's misuse and/or neglect. If Lessor has to contact the appropriate contractor to correct the problem, then Lessee will be charged the actual cost for these services. Such fees and actual costs may be deducted from Lessee's security deposit. Failure to pay said costs during Lessee's tenancy, shall constitute a breach of Lease.

____ 17. If Lessee shall leave any property (except medical items) on the premises after vacation or abandonment of the premises, Lessee shall be deemed to have abandoned the property, and Lessor shall have the right to dispose of said property in any manner that the Lessor, in its sole discretion, determines is appropriate. With regard to medical items, the Lessor shall be entitled to dispose of same, but only pursuant to the provisions set forth under Wisconsin law.

____ 18. Lessor may enter Lessee's unit at reasonable times and upon proper advance notice for any of the following reasons: (a) to inspect the Leased Premises; (b) to make repairs; or (c) to show the Leased Premises to prospective Lessees or purchasers. Lessor may enter the unit for the amount of time reasonably required to complete the above. Advance notice means at least twelve (12) hours advance notice unless Lessee, upon being notified of the proposed entry, consents to a shorter time period. The above does not apply to Lessor's entry of the unit if any of the following apply: (a) Lessee, knowing the proposed time of entry, requests or consents in advance to the entry; (b) a health or safety emergency exists; or (c) Lessee is absent from the unit and Lessor reasonably believes that entry of the unit is necessary to protect the premises from damage. Lessor will announce his/her presence to persons who may be present in the unit; Lessor will identify himself/herself upon request.

____ 19. In the event Lessee breached any of the terms of a rent concession or the terms of the lease, Lessee agrees to reimburse Lessor for the total amount that Lessee's rent was concessioned or reduced.

____ 20. The following amounts may be specifically deducted from Lessee's security deposit, where applicable: current or past rent, pet fees, parking fees and arrearages, rental furniture and accessory fees, or rubbish removal fees, where applicable.

NONSTANDARD RENTAL PROVISIONS CONTINUED

- _____ 21. Subject to applicable depreciation factors, carpet damage caused by the abuse of Lessee, or Lessee's guests, invitees, or occupants will be charged according to actual repair or replacement cost subject to applicable depreciation factor.
- _____ 22. Actual cost charged for second coat of painting for any individual room, if necessary, due to Lessee changing paint color or abuse of the premises.
- _____ 23. Subject to applicable depreciation factors, appliance repair or replacement caused by the abuse of Lessee or Lessee's guests, invitees, or occupants will be charged at actual repair or replacement costs.
- _____ 24. Actual costs incurred caused by damage to common areas, or grounds, by Lessee or Lessee's guests, invitees or occupants.
- _____ 25. There is a **\$50.00** charge for any after hour lock-outs.
- _____ 26. All costs are subject to change. Any additional charges for cleaning or repairs will be billed at cost plus labor charges of **\$35.00** per hour.
- _____ 27. Lessee will pay actual costs of any advertising expenses incurred due to breach of Lease.
- _____ 28. Lessee shall be responsible for the out of pocket cost incurred by Lessor to serve Lessee with any and all notices terminating tenancy should said notice be caused by Lessee's failure to comply with the terms and conditions of the Lease entered into by the parties. The out of pocket expense is dependent upon the rates charged by the United States Postal Service or a process server, and may increase as rates charged to Lessor are increased by the United States Postal Service and process servers providing services to Lessor.
- _____ 29. IT IS UNDERSTOOD AND AGREED THAT LESSOR SHALL BE ALLOWED TO DEDUCT ANY OF THE ABOVE CHARGES WHICH REMAIN UNPAID OR BECOME DUE AND PAYABLE AFTER LESSEE(S) SURRENDER(S) THE LEASED PREMISES FROM LESSEE'S SECURITY DEPOSIT IN ADDITION TO OTHER UNPAID CHARGES OR OTHER OBLIGATIONS PROVIDED FOR IN THE LEASE.
- _____ 30. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT LESSEE SHALL NOT BE DEEMED TO BE FINANCIALLY RESPONSIBLE FOR DAMAGE, WASTE OR ABUSE OF THE LEASED PREMISES CAUSED BY CIRCUMSTANCES WHERE SAID LESSEE IS PROTECTED BY A PROVISION OF WISCONSIN OR FEDERAL LAW WHICH PROHIBITS LESSOR FROM HOLDING LESSEE FINANCIALLY RESPONSIBLE FOR THE ITEM(S) OF DAMAGE, WASTE OR ABUSE OF THE PREMISES.

Lessee acknowledges that Lessor or Agent of Lessor has specifically identified and discussed each nonstandard provision with Lessee prior to entering into a lease agreement and that after doing so Lessee agrees to each and every nonstandard provision contained herein that has been individually signed by Lessee and which has not been intentionally stricken.

-Lessee Date

BODNER PROPERTY MANAGEMENT, LLC:

By: _____, as Agent for Lessor

-Lessee Date