



# Nonstandard Rental Provisions

## Rules and Regulations

P.O. Box 510802 Milwaukee, WI 53203

June 2009

The following rules and regulations are part of the lease dated \_\_\_\_\_, 20\_\_\_\_ between the Tenant(s) and Landlord/Landlord.

Tenant Name(s): \_\_\_\_\_  
Unit Address: \_\_\_\_\_

IF ANY PART OF THIS LEASE OR THESE PROVISIONS IS FOUND TO BE ILLEGAL, THEN THAT PART ONLY IS NOT BINDING.  
**All Tenants on the lease are jointly and severally liable for all obligations of lease and any damages to unit.**

1. FOR THE SAFETY, COMFORT AND CONVENIENCE OF ALL TENANTS AND TO INSURE PROPER USE AND CARE OF THE PREMISES, TENANT/TENANT SHALL **NOT BE PERMITTED TO:**
  - A. Allow any sign, advertisement, or notice to be placed either inside or outside the building without receiving the Landlord's written consent. There are to be no rummage and/or furniture sales without written permission from Landlord.
  - B. Make or allow any improper or disturbing noises or odors in the building at any time, or to sing or play any musical instruments, television, radio, stereo, or other device in a way or at times, which might be objectionable to other tenants. **BURNING INCENSE IS NOT ALLOWED AND IS A VIOLATION OF THE LEASE!**
  - C. Throw or sweep dirt or beat or shake rugs upon or from porches or into the halls of the building or from any window, door, or other opening in the building. Rugs or welcome mats must meet approval of Landlord.
  - D. Mark or deface any part of the building.
  - E. Varnish, paint, wallpaper, or decorate any walls, floor, or woodwork without the written approval of the Landlord.
  - F. Allow children to loiter or play in the halls, stairways, basement, garages, or other parts of the building used by the public and other tenants.
  - G. Allow garbage, newspapers, or refuse to remain in the apartment overnight, or to litter the halls or outside of the building. Garbage must be placed in tied plastic bags and deposited in the receptacle provided by the Landlord for that purpose. No trash is to be stored in common areas including back halls, front halls, stairwells, or basement.
  - H. Place newspapers, magazines, or other recyclable items in general garbage receptacles if local ordinance does not permit.
  - I. There are to be no live, "real", or cut Christmas trees in apartments unless written permission to do so is given by Landlord.
  - J. To open windows and storm windows in winter in such a fashion to allow heat to escape continuously for over 15 minutes or at any time to allow snow, rain, or hail to enter.
  - K. Cover or obstruct any window, or appliances, door or transom with foil, sheets, blankets, or any other items not approved in writing by the Landlord.
  - L. Drive or drill nails, tacks, screws, holes or apply other fasteners on or into any of the walls, ceilings floors partitions or woodwork of said premises or allow the same to be done without the proper written consent of the Landlord. Tenant may use regular picture hangers. (Plaster walls must be pre drilled!) Tenant is responsible for any damage. Gummed or adhesive hangers are not allowed.
  - M. **Use of grills in the unit is forbidden.** The use of grills of any kind is strictly prohibited on all porches, balconies, patios, rooftops, and anywhere within 30 feet of the unit and any other building, outbuilding (garage) or any other structure.
  - N. Permit the premises to be used for the operation of any type of business.
  - O. Install satellite dishes, new phone jacks, new phone lines, new electric or gas utility lines, electric outlets, web access cable, cable TV, digital antennas, air-conditioner, or any other devices without written permission of Landlord. Landlord can remove such property and charge the repair costs to the Tenant.
  - P. Porches or balconies shall not contain any household furniture, other than exterior lawn furniture.

Landlord has discussed and I understand each of the above nonstandard rental provisions. \_\_\_\_\_

- Q. Go out on to a roof, or a balcony without a guardrail. If there is a concern with a guardrail then contact the Landlord at the emergency number and allow no-one access to the area.
- R. Use or keep weight sets or heavy exercise equipment in the building without written consent of Landlord.
- S. Use shower without a properly sized and placed shower curtain to prevent damage from standing or leaking water.

**COMMON AREAS AND GENERAL RULES:**

- 2. The streets, sidewalks, entrances, halls, stairways, porches, and fire escapes shall not be blocked or used by the Tenant for any purpose other than going into or leaving the building. These areas shall not be used for storage of any material, including bicycles, wagons, toy boxes, grills, etc. This also applies to garages and basement open areas. Tenants are required to store all belongings in the storage lockers provided by the Landlord.
- 3. Tenant shall not permit the premises to be used for any unlawful purpose or any purpose that will, in the sole judgement and discretion of Landlord, injure the reputation of the premises or the building of which the premises are a part.
- 4. Tenant shall not bring or keep anything in the building (i.e. gasoline cans) or do anything which will in any way increase the risk of fire, or which is against the fire laws or regulations of the Fire Department or any insurance policy on the building.
- 5. Tenant shall not interfere with any part of the heating, lighting, refrigeration or cooling machinery, or controls in the building, nor shall tenant interfere with the plumbing equipment in the building.
- 6. Tenants must supply and replace all burned out light bulbs in the apartment itself, and under no condition shall the Tenant remove (steal) light bulbs outside of the apartment. Tenant shall only use proper sized wattage bulbs in fixtures.
- 7. Tenant shall cooperate with the building Landlord to keep the lawn clean and in good condition, including immediate areas around entrance.
- 8. Landlord shall not be responsible to the Tenant because other Tenants do not follow these rules and regulations.
- 9. Telephones, Internet service and cable/satellite TV: The apartments have been pre-wired with telephone outlet boxes and cable TV outlets in the most convenient locations. Tenant should use any combination of these outlets for their telephones and TVs. Tenants should not have wall phones installed. In the event Tenant does so, and the phone is later removed by the Landlord, the cost of wall repair and painting shall be charged to the Tenant as damage to the unit. With the written permission of the Landlord, Tenant can have installed additional phone or TV outlets at Tenant's cost by a qualified person only with written consent of the Landlord.
- 10. If a check tendered to the Landlord by Tenant for payment of any of Tenant's obligations to Landlord (such as rent) is returned to the Landlord by Tenant's bank in an "Unpaid" condition (i.e. "Not Sufficient Funds") for any reason whatsoever, Tenant will pay Landlord a \$45.00 fee for administrative costs to handle the unpaid item. Landlord may request Tenant to pay rent in the form of cash, cashier's check, or money order. In addition, Tenant is still responsible for all late fees that have accrued due to rent being paid late.
- 11. No waterbeds, of any form, are permitted inside the leased premises.
- 12. Tenant may not duplicate any keys. All additional keys must be obtained from the Landlord.
- 13. Tenant must notify Landlord before Tenant leaves his leased premises unoccupied for a period of seven (7) days or longer.
- 14. Never hesitate to report to the Landlord if something is not working properly or damage is occurring. Failure to report damage occurring in your unit becomes the Tenant's responsibility including cost to correct all damages.
- 15. Tenants are prohibited from adding locks to, changing, or in any way altering locks installed on any doors, cabinets, closets, windows, appliances, or any other areas not the personal property of the Tenant. Landlord must have a key for each lock in apartment.
- 16. Tenants are responsible for guests, other Tenants of the unit, or children at all times. Tenants will be held liable for all damages caused by guests, other Tenants of the unit, or children. Further, if the guest(s), other Tenants of the unit, or children of the Tenant(s) disturb other Tenants, breach the peace, damage property of the Owner or other Tenants, or otherwise violate the Lease of these Rules and Regulations, the acts by the guest(s), relative(s), or children of the Tenant(s) will be a violation of the lease and may result in an eviction.
- 17. Parties of six (6) or more must have Landlord's prior written approval. No music, movies, or other noises can be played at levels that are audible outside the unit. At no time can loudspeakers be directed out the windows.
- 18. Tenant shall use white or off-white curtain or drapery material for covering window areas. Other colored curtains or draperies may be used if lined with white or off-white material.
- 19. It is the responsibility of all new Tenants to have the necessary utilities placed in their name on date of occupancy.
- 20. Tenants are not allowed to instruct any contractors hired by Landlord.

**ADDITIONAL RENT:**

- 21. Tenant agrees to pay the total cost of any repair that is above normal wear and tear and is caused by tenant or tenant's guest(s). This cost is considered additional rent and is due with the following month's rent payment.

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22. Tenant agrees to pay the late fees as noted on the lease as additional rent and is due within 5 (five) days of billing or 5 day notice from Landlord.

**ENERGY CHARGES:**

23. If the Landlord does not include heat in the rent, Tenant agrees to pay all heating charges from the utility(s) up through the end date of the lease.

**ENTRY:**

24. **LANDLORD SHALL HAVE RIGHT OF ACCESS TO UNIT FOR INSPECTION, REPAIR AND MAINTENCE OR TO SHOW UNIT TO PROSPECTIVE TENANTS WITH 12 HOURS ADVANCE NOTICE. NO ADVANCE NOTICE IS NEEDED FOR ENTRY IN A HEALTH OR SAFETY EMERGENCY OR WHERE ENTRY IS NECESSARY TO PRESERVE OR PROTECT PREMISES FROM DAMAGE.**

**SMOKE DETECTORS**

25. State law requires Landlord/Landlord to provide a working smoke detector on each floor of the unit, except attic and storage areas. Tenant acknowledges that all smoke detectors in the unit are working properly. State law also requires the Tenant to maintain all smoke detectors in the unit. Tenant agrees to immediately provide any maintenance necessary to make the smoke detector functional or provide Landlord written notification of the required maintenance.
26. **Tenant shall replace batteries as necessary so that the leased premises are equipped with operable smoke detectors throughout and at the termination of the lease term.**
27. Tenant shall not tamper with or remove batteries from smoke detectors. Tenant understands that removing batteries or tampering with any smoke detector in any manner is illegal and shall constitute a breach of this lease and Tenant is subject to maximum penalty permissible by law.

**PLUMBING:**

28. The Tenant shall be responsible for the cost of all plumbing repairs resulting from improper use of plumbing facilities by the Tenant. DO NOT dispose cloth, metal, wood, plastic, or such articles in either the toilet or sinks. If apartment is equipped with a garbage disposal, it will remove most food waste, except bones and corn cobs. Be sure to have cold water running at all times garbage is going through the disposal, and leave water running 1 minute after turning disposal off. Do not run disposal for more than four minutes in any one hour period. Please do not use the garbage disposal after 9:00 P.M.
29. Tenant shall immediately report any leaking pipes, faucets, or continual running of toilet tank.
30. Tenant shall not let water run except in actual use.
31. Tenant will do laundry only in the rooms provided for that purpose. Tenant will operate washers and dryers only between the hours of 7:00 A.M. and 9:00 P.M. unless otherwise posted in the laundry room. Tenant shall keep washer and dryer clean and neat.
32. Tenants are NOT permitted to hook up their own washer and dryer without the written approval of the Landlord. If permitted the Tenant can connect at no charge if hook-ups are available for Tenant's apartment, otherwise there is a one-time \$250.00 installation fee to provide electric, gas, or water service. Landlord does not guarantee availability or condition of laundry facilities.

**VEHICLES:**

33. Tenant shall use only the parking space which is assigned by the Landlord and designated in the lease. No guests or visitors shall be allowed to park in the area provided for other tenants. The Tenant must register the license number of the automobile to be parked in the parking space assigned to the Tenant with the Landlord, and only the registered vehicle is permitted to be parked in the assigned space. Unregistered vehicles will be towed at owner's expense.
34. Tenant shall not park any commercial or recreational, or any other vehicle powered by gasoline, storage battery, or any other liquid fuel in or about the leased premises without permission from the Landlord.
35. At no time is Tenant allowed to change oil, maintain, or repair Tenant's vehicle(s) on premises.
36. If there are indoor or outdoor parking areas, the Tenant is responsible for keeping the area neat and clean. No vehicles without current license plates, with flat tires, or dead storage will be allowed on premises. Vehicles will be towed away at the Tenant's expense if not cured within 48 hours of written notice by Landlord.
37. Tenant is not allowed to drive any vehicle on the grass/sidewalk area for loading or unloading purposes at any time.
38. No Tenant shall be allowed to turn on water spigots on the outside or inside of buildings for any purpose unless written permission is given by Landlord.
39. Washing of any vehicle is allowed only with written approval of Landlord.

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**INSURANCE:**

40. The Landlord shall not be responsible for any loss or damage to the property of the Tenant stored in rented premises, garages, parking areas, lockers, store rooms, out-lots or common areas, or any storage space unless caused by Landlord's or Landlord's negligence. Tenant uses this space at his/her own risk.
41. It is the responsibility of the Tenant to provide insurance coverage for his/her personal property kept in his/her apartment, storage area, common area, vehicle or any area on Landlord's Property.

**PETS:**

42. Tenant shall not be permitted to keep cats, dogs, fish, insects, rodents, reptiles, or other pets in the apartment, other than those provided for in the lease, without receiving the written approval of the Landlord. The Landlord has the right to collect additional security deposit for any approved pet. **NO DANGEROUS PETS ARE ALLOWED EVER.** Example, pit bull or python.

**POSSESSION:**

43. If there is a delay in delivery of possession by Landlord, rent shall be abated on a daily basis until possession is granted. Landlord shall advise tenant of possession date seven (7) days prior to delivery. Landlord shall not be liable for damages for delay in possession.
44. Move in time is 2 P.M. on the start day of the lease.
45. Tenant shall have 7 days after occupancy to inspect the dwelling unit and notify the Landlord of any preexisting damages or defects and may request in writing a list of physical damage or defects, if any, charged to the previous tenant's security deposit.

**TERMINATION:**

46. Tenant shall thoroughly clean unit upon termination of lease and prior to vacating residence including the floor under the refrigerator and stove.
47. Tenants shall provide Landlord with two (2) months written notice prior to the end date of lease of their intent to renew or terminate lease. Tenants on month to month leases are also required to give two (2) months written notice to vacate. An example of proper notice would be if a Tenant desired to move out May 31<sup>st</sup> then written notice must be received by Landlord no later than March 31<sup>st</sup>.
48. Unless written arrangements are made to renew lease two (2) months prior to the expiration of the current lease end date, the Tenant will automatically be placed on a month to month lease. The original lease terms, conditions and restrictions will be in force during this period and a minimum \$75 increase in monthly rent will apply.
49. Month to month leases may only terminate at the end of the month.
50. Tenant may not terminate month to month tenancy in the months of November, December, January, or February.
51. Tenant shall remove all belongings from unit and any storage area upon termination of Lease. The Landlord shall not be responsible for any dirt or items left after unit is vacated and will charge the Tenant to remove and clean items.
52. All carpets must be cleaned by professional cleaning company three days prior to vacating the unit. Tenant must provide Landlord with the receipt of payment from the cleaning company. Approved cleaning companies include Accurate Carpet Cleaning 414-324-2250 or Service Master.
53. Immediately upon vacating the leased premises, Tenant must physically return to the Landlord, all door keys, mail box keys, and garage door openers provided Tenant at the time he/she took occupancy of said premises. In the event that the Tenant fails to return ALL keys obtained from the Landlord within 12 hours of surrendering the unit, ALL costs of re-keying or replacing said locks shall be paid by Tenant upon billing and may be deducted from Tenants security deposit.
54. This lease shall terminate at noon on the end date set forth by the lease. A fee of \$50.00 will be charged every hour after noon to the Tenant by the Landlord until the unit is fully vacated.
55. Tenant agrees to pay the cost of advertising, and all other expenses incidental to re-renting the apartment if vacated prior to lease expiration or not in compliance with lease terms and shall be liable for all remaining months' rents and the security deposit. This amount shall be payable at the time that the Tenant vacates the unit. This charge will be applied to all costs associated with re-renting the apartment that landlord incurs.
56. Tenant agrees to keep unit in a clean and neat state for all rental showings.

**FEES:**

57. In addition to the fees mentioned previously, the following apply:

Tenant will be responsible for the following minimum charges for cleaning and repairs that will be required should tenant fail to clean/maintain the apartment properly. Tenants are responsible for the full repair cost for plumbing clogs or damage, appliances (supplied by Landlord), electrical, screens, windows, doors and all other damages caused by the Tenant not considered normal wear and tear as defined by the State Law. Tenants will be billed at time of service for any

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repair performed by the Landlord or on the Security Deposit Transmittal if the repair or cleaning was needed after the Tenant moves out. The Landlord will bill the tenant the actual cost to repair and or clean.

Kitchen

- \$40.00 each for cleaning oven, dishwasher, refrigerator or other kitchen appliance.
- \$45.00 clean cabinets
- \$20.00 per hour for general cleaning
- \$25.00 clean floors
- \$150.00 paint walls and ceiling (per room)

Bathroom (each)

- \$40.00 clean shower walls/faucet
- \$30.00 clean bathtub
- \$30.00 clean toilet
- \$30.00 clean basin/counter/faucet/vanity
- \$25.00 clean medicine cabinet
- \$25.00 clean floors
- \$75.00 paint walls/ceiling
- \$150.00 unclog drains and toilets

General

- \$25.00 per hour for repair of hardwood floors or carpet plus the cost of materials.
- \$25.00 per hour for repair of walls, doors, woodwork, ceilings, windows, lighting or other interior surfaces plus the cost of the materials.
- \$275.00 vacuum/shampoo carpet
- \$20.00 per hour for removal of any possessions left by Resident after premises are vacated including storage areas.
- \$5.00 each for replacement of burnt out light bulbs.
- \$5.00 each for replacement of missing or dead batteries in smoke detectors.
- \$25.00 each for missing smoke detectors.
- \$20.00 general cleaning per hour.
- \$175.00 pest control or extermination
- \$150.00 paint per room

Security

- \$25.00 per hour for repair or replacement of keys or locks plus the cost of materials.
- \$25.00 fee for Manager to open Resident's unit due to lock out. This fee can only be made in cash at the time of lock out.
- \$10.00 fee for extra keys for rental units.

**GENERAL:**

The Landlord shall have the right to make other reasonable rules and regulations as may, in his/her judgement, be necessary for the safety, care, and the cleanliness of the building(s).

**Acceptance by Landlord of partial payment of past due rent shall not constitute any waiver or any right of Landlord to terminate this lease for breach of its provisions by Tenant, and acceptance of unpaid rent after expiration to a termination notice shall not constitute a waiver of the termination.**

**ADDITIONAL PROVISIONS:**

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Tenant(s) hereby certifies that Landlord has reviewed with Tenant(s) each and every nonstandard rental provision contained herein and Tenant(s) has had an opportunity to ask Landlord any questions regarding the same.

\_\_\_\_\_  
Tenant's Signature    Date

\_\_\_\_\_  
Tenant's Signature    Date

\_\_\_\_\_  
Tenant's Signature    Date

\_\_\_\_\_  
Landlord/Landlord's Signature    Date