



NONSTANDARD RENTAL PROVISIONS

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

Tenant(s): _____

Address: _____

_____ Unit No.: _____
Move In Date: _____ Move Out Date: _____

(Strike provisions that are not applicable or which will not be used, add additional provisions as needed)

1. _____ 1 **LATE FEE:** A late fee of \$ 50 will be assessed as set forth in the rental agreement upon all late rental payments. These fees 2 may be deducted from tenant's security deposit.
2. _____ 3 **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by tenant is returned unpaid due to insufficient funds or for any other 4 reason, tenant will be charged a fee of \$ 35 per occurrence. If landlord incurs any other costs or fees as a result of tenant's 5 payment being returned due to insufficient funds or for any other reason, tenant will also be responsible for the actual costs incurred 6 by landlord as a result. These fees and costs may be deducted from tenant's security deposit.
3. _____ 7 **GARBAGE/TRASH REMOVAL:** If tenant leaves garbage or trash in hallway, outside of door of unit, or in any other common area of 8 building or yard which is not designated for the deposit of garbage or trash, tenant will be assessed a fee of \$ 30 plus the actual 9 costs incurred by landlord to remove the garbage or trash. These fees and costs may be deducted from tenant's security deposit.
4. _____ 10 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the tenant's responsibility to separate all recyclable materials and 11 deposit them in appropriate containers as required by law or local ordinance. If tenant fails to separate recyclable materials and 12 deposit them in the appropriate containers, tenant will be assessed a fee of \$ 50 for each occurrence plus the actual costs 13 incurred by landlord to properly dispose of the recyclables. These fees and costs may be deducted from tenant's security deposit.
5. _____ 14 **SNOW POLICY:** It is tenant's responsibility, as stated in the rules and regulations, to follow the site snow / vehicle removal policy 15 Tenant or guest failure to comply with the above stated policy could result in a tenant fee of \$ 50 plus the actual costs incurred by 16 landlord to complete the above. If Rental Agreement designates tenant's responsibility to remove snow from sidewalks or other 17 designated areas within a 24 hour period and tenant fails to do so, a fee will also apply.
6. _____ 18 **PARKING:** Tenant may park their vehicle in the designated area or space as set forth in the rental agreement. If tenant parks vehicle 19 anywhere other than the designated area or space the tenant will be assessed a fee of \$ 10/day for each day that the vehicle is parked 20 in a non-designated space. Inoperable vehicles and vehicles in the process of being repaired may not be kept on the premises and the 21 above-mentioned fee will also be assessed against tenant for each day that this rule is not followed. Tenant must insure that all visitors 22 follow the above rules or risk being assessed the above-mentioned fees. These fees may be deducted from tenant's security deposit.
7. _____ 23 **FAILURE TO PERMIT ACCESS TO UNIT:** If tenant fails to permit access to unit after landlord has properly complied with all notice 24 provisions set forth in chapter 704 of Wisconsin Statutes and chapter ATCP 134 of the Wisconsin Administrative Code, tenant will be 25 assessed a fee of \$ 50 for each occurrence. Tenant will also be liable for any damages and/or costs incurred by landlord as 26 a result of tenant's failure to allow access to unit. These fees and costs may be deducted from tenant's security deposit.
8. _____ 27 **RETURN OF KEYS/GARAGE DOOR OPENER:** If tenant fails to return all keys and garage door openers provided by landlord when 28 vacating, tenant will be assessed a fee of \$ TBD. This includes all keys, including but not limited to, mailbox, laundry, and 29 storage keys. These fees may be deducted from tenant's security deposit.
9. _____ 30 **DAMAGE, WASTE OR NEGLECT:** Tenant is responsible for any damage, waste or neglect to the Premises including but not limited 31 to the: building, grounds upon which the building sits, rental unit, and any common areas. The Premises should be left in the same 32 condition that it was received less any normal wear and tear. If there is any damage, waste or neglect to the Premises, Tenant will 33 be charged the actual costs incurred by Landlord up to \$ TBD per hour plus the costs of any materials. These fees and costs 34 may be deducted from Tenant's security deposit.
10. _____ 35 **RENTAL PROMOTION/CONCESSION:** If Tenant vacates the rental unit prior to the end of the rental term, is evicted prior to the 36 end of the rental term, or if Tenant's tenancy is terminated for any reason prior to the end of the rental term, Tenant will forfeit any rent 37 promotion/concession received. Any forfeited rent promotion/concession will be treated as unpaid rent and will immediately become 38 due and payable by Tenant. Any forfeited rent promotion/concession may be deducted from Tenant's security deposit.
11. _____ 39 **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the written consent of landlord as set forth in 40 the rental agreement. If tenant makes modifications to unit without the written consent of landlord then tenant will be charged the actual 41 costs to return the unit to its original condition. Such charges may be deducted from tenant's security deposit.
12. _____ 42 **RE-RENTAL COSTS:** If tenant vacates the unit without proper notice or is removed from the property for failure to pay rent or any other 43 breach of rental agreement, tenant is liable for all charges permitted under §704.29, Wis. Stats., including but not limited to all costs 44 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, 45 subject to the landlord's duty to mitigate. Such charges may be deducted from tenant's security deposit.
13. _____ 46 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If tenant remains in possession without consent of landlord after 47 expiration of lease or termination of tenancy by notice given by either landlord or tenant, or after termination by valid agreement of the 48 parties, tenant shall be liable for any damages suffered by landlord because of tenant's failure to vacate within the time required. In 49 absence of proof of greater damages, landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for 50 the time the tenant remains in possession. Should the tenant's hold over result in the loss of any portion of rent by the landlord, tenant 51 shall be responsible for any lost rent. Such charges may be deducted from tenant's security deposit.
14. _____ 52 **GRILLS:** Tenant is responsible for following the established policies regarding the proper use of grills. Tenants in violation of these 53 policies will be assessed a fee of \$50 plus any fines or penalties incurred by the landlord due to tenant's failure to comply with law or local 54 ordinances. These fees and costs may be deducted from tenant's security deposit.
15. _____ 55 **REMOVAL OF ABANDONED PROPERTY:** If Tenant leaves behind any personal property after vacating or if Tenant's personal 56 property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant will be charged the actual costs incurred 57 by Landlord to remove and/or dispose of Tenant's personal property. These fees and costs may be deducted from Tenant's security deposit.
16. _____ 58 **IMPROPER USE OF WATER:** Any costs incurred by the landlord due to tenant's improper use of water will be charged to the tenant and 59 may be deducted from tenant's security deposit.
17. _____ 60 **SATELLITES:** Any costs incurred by the owner to repair damage due to the proper or improper installation and removal of satellites will 61 be deducted from tenant's security deposit.
18. _____ 62 Tenant acknowledges that landlord or landlord's agent has specifically identified each nonstandard rental provision with tenant prior to 63 entering into a rental agreement.

64
65 _____
Landlord Signature

_____ *Tenant Signature*

66
67
68 Date: _____
69

_____ *Tenant Signature*

70 _____ *Tenant Signature*

71 **When To Use:** A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenant's security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) 72 payment for utility service owed by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was provided by a government-owned utility, to the extent that the 73 landlord becomes liable for tenant's nonpayment; (e) unpaid monthly municipal permit fees assessed against the tenant by a local unit of government under §66.0435(3), Wis. Stats., to the extent that the landlord becomes liable for 74 the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant prior to entering into a rental agreement with the tenant. If the tenant signs his or her name, or writes his or her initials, by a nonstandard 75 rental provision, it will be rebuttably presumed that the landlord has specifically identified the provision with the tenant and that the tenant has agreed to it. §704.28(2), Wis. Stats.