



NONSTANDARD RENTAL PROVISIONS

NONSTANDARD OPTION FOR PAYMENT OF RENT. The total rent for the term hereof is based on XX total tenants and shall be XXXXXXXXXXXXXXXXXXXXXXXX (\$XXXX). The term of this lease is approximately 11.5 months with the annual rent split into 12 full, equal payments on line 19 of the Residential Rental Agreement, in the amount of \$XXXX per month.

TENANTS AGREE TO ELECT THE FOLLOWING PAYMENT OPTION: CHECK AND INITIAL ONLY ONE OPTION. If no option is selected, the default will be option 2, with 12 equal monthly payments. *

_____ **Option 1: Single Payment option:** Tenants elect to pay monthly rent with one check and have only one account established for tracking rent and other charges. If this option is selected, one tenant should be assigned as the group spokesperson and will be the primary contact for rent payment matters, all tenants are jointly and severally responsible for the entire lease amount and may be held responsible for any unpaid amounts.:

Tenants' spokesperson: _____

Primary email: _____

Initials _____

_____ **Option 2: Individual Payments:** As many tenants pay with financial aid and prefer to pay rent by semester, they may elect to make individual payments, understanding one statement will be issued to tenants on a monthly basis to ensure the tenants are aware of the status of the account balance. Each tenant shall indicate their choice of payment option on the Tenants Information Sheet and shall be bound by their choice for the term of the lease. Regardless of which option is chosen, all tenants are jointly and severally responsible for the entire lease amount and may be held responsible for any unpaid amounts. **Initials** _____

(a) **Semester Payment Option:** Rent shall be payable in three installments as follows.

XXXXXXXX. i. First installment (per tenant): XXXXXXXXXXX DOLLARS (\$XXX) Due not later than

XXXXXXXX. ii. Second installment (per tenant): XXXXXXXXXXX DOLLARS (\$XXX) Due not later than

XXXXXXXX. iii. Third installment (per tenant): XXXXXXXXXXX DOLLARS (\$XXX) Due not later than

(b) **Monthly Payment Option:** Rent shall be payable monthly (in 12 equal payments) per tenant at a rate of XXXXXXXXXXX DOLLARS (\$XXX) per month, with the first payment due on XXXXXXXX. Each monthly payment shall be payable to the Landlord on or before the first of each month, thereafter, without further notice.

SECURITY DEPOSIT: In the event, Tenants elect payment Option 2 above, Tenants further understand the security deposit is posted to individual roommate accounts, but the tenants are jointly and severally responsible for all damages to the property..

USE OF PREMISES AND GUESTS: No guest shall remain overnight in the property for more than 14 nights in any 30 day period.

For any violation of this section the tenants shall pay \$200 per thirty (30) day period. **Initials** _____

UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises on the first day of the lease. If tenants fail to establish utilities in the name of the tenants after 30 days, landlord will pay the utilities and charge this amount to tenants. This amount will become due and payable within the next monthly rent installment. The landlord will charge \$50 to contact the utilities and establish service in the tenants' names. **Privacy Notice:** The landlord will share the tenants' information with the utility companies.

The tenant shall be responsible for arranging to remove their names from utility bills upon the end of the rental agreement. The landlord shall not be responsible for contacting the utility services to remove Tenant's names, nor responsible for any charges incurred after the lease termination date if charges remain in the tenants' names. **Initials** _____

TENANT REMOVAL. A violation of any term or condition of the Residential Rental Agreement by any tenant may result in the removal of the violating tenant. If a tenant is removed from the Premises under this provision, the original tenant remains responsible for the full amount of the rent, jointly and severally.

MITIGATION. If a tenant is removed from or vacates the Premises prior to the expiration of the Lease, the landlord shall attempt to re-rent the Premises. Any replacement tenant shall be approved by the remaining tenants.

Initials _____

SAFETY AND QUIET ENJOYMENT. The tenants shall behave in a manner that does not inhibit or impair the quiet enjoyment and feeling of safety of another tenant.

EXIT INTERVIEW. The tenants shall arrange an exit interview with the landlord two weeks prior to the end of the lease. The intention of this interview is to discuss move out procedures, damages, cleaning, forwarding addresses and answer other questions.

PETS: No pets may "visit" without completing the full approval process. This includes roommate approval, proof of health, and a special permit from the landlord or the pet owner. Visiting pets will be charged \$25 per week

LOCKS. The tenant may not change any locks on the interior or exterior of the property. The landlord shall change locks as soon as possible after the initial request, with a goal of meeting request within 2 business days. The tenants are responsible to make themselves available to pick up keys for new locks.

LOCK OUTS. If a tenant is locked out of his/her unit or bedroom, the landlord will unlock within 24 hours. If an unlock is requested within less than 24 hours, the tenant has the option to pay landlord to unlock the unit: On business days (Monday-Friday 8:30am-4:30pm) an unlock will be charged at \$10 per door, between 4:30 pm and 8:30am, weekends and holidays and unlock will be charged to tenant at \$45 per door. These charges will be added to tenants account and due and payable the same as "rent" under this agreement.

GARBAGE. In some locations, dumpsters have been provided. Where provided, the tenants are required to place all garbage into the dumpster. The dumpster enclosure is not to be used for furniture, electronics or other items that are not to be disposed of by Wisconsin State Statute. Recyclable items cannot be combined with garbage. You have also been provided either a recycling dumpster or recycling totes.

In locations where dumpsters are not provided, tenant have garbage totes. The tenants are responsible for taking out the garbage bins the night before pickup and returned to their storage area by the end of the day of pickup. Failure to do so may result in a fine from the City of Whitewater, which be the tenants' responsibility.

Certain items may not be placed in the garbage such as oil, batteries, furniture, electronics or other items that are not to be disposed of by Wisconsin State Statute. Large and bulky items can be placed curbside according to the City of Whitewater's provided "Bulky" pick up policy. It is the tenants' responsibility to verify the date and time of these pickups, and items can only be placed out after 4pm the evening prior to the pick up.

SMOKING. Smoking of any kind (tobacco, e-cigarettes or any other substance) is not allowed inside the rental unit. If the Landlord is required to clean cigarette butts from landscaping, tenants will be charged \$35 per cleaning. Repairs for smoke damage inside the unit will be charged at \$35/hour. At no time, are screens to be removed to allow smokers to hang outside a window.

SNOW REMOVAL. The tenants are responsible for removing snow from entry sidewalks, front and back porches, between cars, and other areas that cannot be easily accessed with a plow. The landlord will remove snow from City sidewalks per City Ordinance. The landlord will plow driveways after the end of a snow event with accumulation of 2 or more inches of snow. The tenants will be responsible for moving vehicles prior to plowing. The tenants may contact the office to schedule a plow "clean up" as needed at which time a parking lot will be temporarily closed to the tenants. The tenants will be provided a 12 hour notice of any parking lot closure.

PARKING.

Each tenant has the right to park one car or small truck. The landlord retains the right, upon a 48 hour notice, to have any vehicle removed from the property if it creates any hazard or obstruction, infringes on the ability of other tenants to park on the property, or is unlicensed, etc. Towing the subject vehicle would be at the vehicle owner's expense.

The tenant may not park on the grass at any time, as this is a violation of City of Whitewater Ordinance. Parking violations received from the City will be passed through to the tenant(s) to pay.

If a parking permit is required, the tenants will have a 36 hour grace period to display the permit after receiving notice from the landlord that it is required. When a parking permit is provided and required by landlord, the tenants must display permit in rear passenger side window. If the tenants prefer to back into parking stalls, it is recommended that they place the permit in lower driver's side of front windshield. The permit should be able to be seen from the center of parking lot. One permit is issued per tenant. In any lot where a permit is required and provided by the landlord, any vehicle present more than 3 days, without a permit will be ticketed and towed at owner's expense.

Multi-unit buildings and parking lots for multiple tenant buildings do not allow cars to be washed on property.

Additional parking terms (select one):

___ **Option 1:** Use of garage for parking is excluded from lease.

___ **Option 2:** Use of garage for parking is included in lease. Due to limited outside parking, garage shall be used for parking. Failure to park in the garage shall be considered a violation of the terms of the lease and can be enforced with a parking fine of \$25 per occurrence, at the landlord's discretion. Garage door openers will be distributed, and the failure to return the opener upon move out will result in a \$60 charge each.

___ **Option 3:** Use of the garage for parking is excluded from the lease but is available to the tenant on a separate rental agreement, for an additional cost. The parking places are rented to tenants on a first come, first served basis.

EXTERIOR PROPERTY MAINTENANCE. The landlord will provide lawn care. The tenants are responsible to keep yard tidy and neat at all times and keep yard area free of garbage/debris. The City of Whitewater will fine for garbage in yard, along fence line, etc. Fines for garbage in yard will be the tenants' responsibility. Any fines from the City of Whitewater will be passed on to the tenants.

Only furniture designed for outside use may be kept outside in the yard. The City of Whitewater will fine for furnishings and other items left in yard. Any fines from the City of Whitewater will be passed on to the tenants, and they will become payable to the landlord as "rent".

GENERAL SAFETY AND MAINTENANCE.

- A. Tenants must periodically check and test smoke alarms and carbon monoxide detectors to ensure they are operational, and they must notify the landlord of any problems. The landlord will test batteries before occupancy.
- B. Tenants must leave smoke and carbon monoxide detectors in place and functional and are responsible for replacing the batteries. The landlord will change all batteries, at a minimum, once per year in the Spring or Fall.
- C. The landlord will change furnace filters in the fall of each year.
- D. The tenants must not store anything on or around the water heater or furnace.
- E. The tenants shall not adjust hot water tank settings. Hot water tanks shall not be set over 125 degrees.
- F. The tenants shall leave fire extinguisher accessible, in the kitchen, and notify the landlord if it is used, so that a replacement can be provided.
- G. Tenants are prohibited from accessing the roof, for any reason.
- H. Light bulbs are the responsibility of the tenants. The tenants may contact the landlord for difficult locations (i.e. over stairwells). All light bulbs shall be operational when the tenants take occupancy and, therefore, if one burns out in the first 28 days of tenancy, landlord will replace the bulb at no cost to the tenants. Thereafter, the cost of replacing light bulbs will be maintained by the tenants as normal care and maintenance of the property.

WINDOW COVERINGS AND SCREENS. The tenants are responsible to provide appropriate curtains or blinds. Windows may not be covered with posters, flags, blankets, towels or other such hangings. The landlord may leave the prior tenants' window coverings for the incoming tenants if they are in a usable condition. The tenant may dispose of window coverings at their sole discretion. All screens provided by the landlord in the windows shall be stored in the appropriate window and shall not be removed for smoking, pass through, or other purposes. Any missing screens will be replaced by the landlord, at the landlord's discretion, throughout the lease, and will be charged to the tenants. The replacement or rescreening of a screen will be charged at the invoice amount of the replacement plus \$50 labor.

GRILLS AND FIRE PITS. No grill may be kept on decks in any multi-tenant building (including townhomes). Grills may only be used and stored 25 feet away from any structure. (If the landlord has provided a picnic table, this is the designated grilling area). If there is not a designated picnic/grilling area, the tenant may grill in the yard, as long as the grill is used and stored 25 feet from a structure.

Fire pits must be no closer than 10 feet from any property line. Also, fire pits cannot be within 25 feet of any structure. Use of any fire pit must be in accordance with City of Whitewater ordinances. Any violations will result in citations from City and these charges will be passed on to the tenants and payable as any other "rent" charge. The tenant may not create a fire pit without approval of the landlord.

DAMAGES. The landlord will charge actual time and materials for repairs of damages. The following flat rate charges for damages apply:

Light bulbs: The landlord will charge \$6.00 per bulb for every bulb replaced.

Window Screens: \$50 Labor plus cost of screen/materials

Carpeting: If carpeting or subflooring needs to be replaced, replacement cost will be for the remaining life of the carpet/subfloor being removed. The life expectancy for the carpet is 15 years.

Any room that requires more than 45 minutes of total man hours to clean will be considered to require excessive cleaning and will be charged accordingly. Kitchens will be given 1.25 hours Excessive cleaning items are listed below:

An oven that requires over 20 minutes to clean will be billed at \$60

A refrigerator that requires more than 20 minutes to clean will be billed at \$50

Kitchen cabinets that require more than 20 minutes to wipe out will be billed at \$60

A bathroom shower that requires over 20 minutes to clean will be billed at \$60

A toilet that requires over 10 minutes to clean will be billed at \$30

These nonstandard rental provisions are made a part of the Residential Rental Agreement. Any violation of the provisions herein shall be considered a violation of the Residential Rental Agreement.

AS TO LANDLORD:

WHITEWATER PROPERTY MANAGEMENT, LLC, 612 Wells St, Ste F, Lake Geneva, WI 53147

As agent for

Sign: _____ Print: _____
Date

AS TO TENANT(S):

Sign: _____ Print: _____ Date: _____

AS TO SUBLESSEE(S): (This sublease is an agreement between the original tenant and sublet. It is typically used as a temporary replacement, no security deposit is taken from Sublessee by Landlord. The original Tenant remains under obligation of lease and security deposit is returned at the conclusion of the lease to the original Tenant, as if they had remained in residence)

Sign: _____ Print: _____
(Sublessee) Date signed:

Sign: _____ Print: _____
(Sublessor) Date signed:

Effective Dates of Sublet Agreement: _____ Price to be paid by Sublessor: _____

Sign: _____ Print: _____
(Sublessee) Date

Sign: _____ Print: _____
(Sublessor) Date

Effective Dates of Sublet Agreement: _____ Price to be paid by Sublessor: _____

AS TO ASSIGNMENT(S): (An Assignment is when the Landlord has replaced one party on the lease with a new Tenant. Security deposit must be paid in full, by the Assignee before Assignment is effective. Any obligations of the Assignor will be come the obligation of the Assignee.)

1. (Tenant being replaced) Assignor Sign: _____ Print: _____
Date

(Incoming Tenant) Assignee Sign: _____ Print: _____
Date

Security deposit paid in full by Assignee: : _____ Initials: _____

2. (Tenant being replaced) Assignor Sign: _____ Print: _____
Date

(Incoming Tenant) Assignee Sign: _____ Print: _____
Date

Security deposit paid in full by Assignee: : _____ Initials: _____

3. (Tenant being replaced) Assignor Sign: _____ Print: _____
Date

(Incoming Tenant) Assignee Sign: _____ Print: _____
Date

Security deposit paid in full by Assignee: : _____ Initials: _____