

MADISON PROPERTY MANAGEMENT, INC.

1202 Regent Street
Madison, WI 53715
608-251-8777

**HOUSE RULES
ADDENDUM TO LEASE AGREEMENT - (FIRST)**

This addendum is a permanent, legal addition to the lease agreement. Failure to follow the terms of this addendum may be considered a breach of contract and grounds for legal action against tenant.

1. **RENT:** Rent is due on or before the **FIRST** day of the month. Payment may be made via cash, personal check, cashier's check, or money order payable to the landlord named on the lease agreement. Credit cards and debit cards are not accepted forms of payment.
 - a. A late fee equal to 5% of the total monthly rent will be imposed if any portion of rent is received after the **FIRST** day of the month. A late fee will be imposed for any month your account has an unpaid rent balance after the **FIRST** day of the month.
 - b. If a personal check is returned unpaid for any reason, the rent payment will be considered delinquent and the applicable late fee will apply, in addition to a \$35.00 returned check fee. After two returned checks, personal checks will not be accepted.
2. **SECURITY DEPOSIT:** The security deposit shall be equal to one month's rent, unless otherwise agreed in writing. Tenant may not use the security deposit as payment of any month's rent without prior written landlord approval.
 - a. The security deposit, if greater than one-half month's rent, will earn simple interest at the rate of 0.46%, calculated from the day the deposit is paid until the deposit is accounted for at termination of the tenancy. The interest will be accounted for in writing within 21 days after surrender of the rental premises.
 - b. The security deposit, less any amounts properly withheld, will be sent to tenant's last known address within 21 days after tenant surrenders the premises. Surrender shall include written notification of vacating the premises, and return of, or accounting for, landlord's property held by tenant, including keys. If any portion of the deposit is withheld, landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount properly withheld. The reasonable cost of repairing any waste, neglect or damages for which tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has eight days from the beginning of the lease term to notify landlord of any damages or defects existing prior to tenant's occupancy, and to request a list of physical damages charged to the previous tenant's security deposit, and to request the opportunity to view photographs maintained by the landlord documenting damages and defects from previous tenancy. No deduction shall be made for any damage or defect of which written notification is given within the time stated.
 - c. The security deposit refund will be mailed to tenant in the form of one check made payable to all tenants who are parties to the lease agreement, unless tenants designate a payee in writing. It is tenant's responsibility to leave a forwarding address prior to lease expiration or termination. Objections to security deposit deductions may be made in writing to the management office within 21 days of receipt of the deposit return.
3. **MOVE-IN:** Landlord agrees to deliver and maintain the premises in a fit and habitable condition in accordance with local codes.
 - a. In the event prior tenancy results in deterioration of the condition of the premises, tenant hereby agrees to fully cooperate with landlord in the facilitation of any repairs and/or cleaning required.
 - b. If tenant believes additional cleaning is needed upon move-in, tenant agrees to request landlord to perform any additional cleaning within 24 hours of obtaining keys.
 - c. Landlord agrees to clean the premises and repair any damages caused by the prior tenant within a reasonable time.
 - d. Landlord does not agree to any form of compensation for repairs or cleaning completed by tenant unless written permission is first given by landlord for the work prior to tenant commencing any such work.
4. Tenant agrees that no improvements or repairs to the premises have been promised unless they are specifically outlined in writing.
5. **DISTURBANCE:** Tenant agrees to maintain a reasonable level of noise at all times of the day and night, so as not to disturb or disrupt neighboring apartments or houses. Tenant shall fully cooperate with all other tenants in the building to maintain a peaceful atmosphere at all times.
6. **GUESTS:** Tenant is permitted to have guests under the following conditions:
 - a. No more than two overnight guests per night.
 - b. No guest may stay overnight for more than three consecutive nights without prior written landlord approval.Social gatherings/guests shall be confined inside the apartment. Social gatherings may not occur in any common areas.
7. **FURNITURE:** Tenant acknowledges that any furniture or appliances owned by landlord shall remain in the interior of the premises at all times. Damages caused by furniture being placed or taken outside will be the responsibility of the Tenant.
8. Any furniture placed on porches, patios, or balconies must be appropriate outdoor furniture. Gas and charcoal grills are prohibited on porches and balconies. This provision even applies where a sprinkler system is present on the porch or balcony.
9. **CLEANLINESS:** Tenant shall maintain all interior and exterior areas of the premises in a clean and sanitary condition, free from debris, garbage and physical hazards. Tenant agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes, but is not limited to vacuuming any carpet, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances.
10. **TRASH:** All trash must be bagged, kept in tightly sealed containers, and placed outside for pick-up no sooner than 12 hours before the assigned pick-up day. If a dumpster is provided, trash must be placed inside the dumpster. Trash is to be properly placed by the street for pick-up on the appropriate day of the week, or inside dumpsters provided on the property, whichever is applicable. Tenant is responsible for knowing the correct trash pick-up day.
 - a. Tenant agrees to follow municipal recycling ordinances with regards to recyclable materials.
 - b. Tenant will be responsible for cleaning/removal charges of \$75 for each item of improperly placed trash.
 - c. Tenant agrees to pay any fines assessed for violation of municipal trash codes in regards to improperly placed trash.
11. Tenant is not permitted to place trash or personal belongings in any common areas, basements, or attics. Landlord is not responsible for tenant belongings kept outside the confines of the leased premises. Landlord cannot and does not guarantee dryness in any basement.
12. Smoking and/or consumption of alcohol in the building common areas are prohibited at all times.
13. Tenant is responsible for purchasing and replacing light bulbs within the premises as necessary and in accordance with law. All light bulbs must be in working order upon vacating the premises.
14. **PERSONAL PROPERTY:** Landlord shall not be responsible for damage to tenant's personal property by theft, fire, water, sewer backup, mechanical failure, weather, or other casualty loss, except when caused by the negligent acts or omissions of the landlord. Tenant is responsible for obtaining renter's insurance to insure personal property from loss. Renter's insurance is required.
15. Air conditioners, space heaters, waterbeds, dartboards, or extra refrigerators are not permitted within the premises, nor may tenant attach any antennas, satellite dishes, or other electrical connections on the building without prior written landlord approval.
16. Where laundry machines are provided, tenant agrees to properly use laundry machines. Use is restricted to the hours between 8:00 a.m. and 10:00 p.m. No personal machines are permitted without prior written landlord approval. Landlord will not be responsible for damage to personal property due to laundry machine failure.

17. Tenant is allowed to use only small nails or tacks to hang pictures. Poster putty, two-sided tape, and screws are not permitted. **Tenant is prohibited from installing a television wall mount on the walls or ceiling of the premises.**
18. **DAMAGES:** Whenever damage is caused by the carelessness, misuse, neglect or intentional acts on the part of tenant, or tenant's guests or invitees, tenant agrees to pay for the cost of all repairs and labor within 30 days of landlord's demand for payment. **Renter's insurance is required.** Physical damage includes, but is not limited to:
- Painting or wallpapering walls, or driving screws, brackets, or large nails into walls.
 - Fire or water damage, broken doors, cracked windows, holes in walls or screens, damage to plumbing fixtures, etc.
 - Damage to the garbage disposal (if applicable) due to placing improper items down the drain, such as bones, glass, grease, coins, utensils, popcorn kernels, paper, tin foil, bottle caps, twist-ties, plastic, gravel, cigarette butts, etc.
 - Damage resulting from the plugging of any free-flowing drains due to placing of tampons, sanitary napkins, or other inappropriate items in toilets or other plumbing fixtures. Damage includes water damage to walls, floors, or ceilings, etc. due to overflow.
 - Damage to carpet or other flooring as a result of using tape or any other adhesive or chewing gum being stuck to the carpet.**
 - The cost for repair of any damage to the apartment or building will be charged to the tenant at professional rates for supplies and labor. Landlord may require payment at any time, including advance payment for repairs for which tenant is liable.
19. Tenant agrees to immediately inform landlord of any hazardous or potentially hazardous condition which may develop or has developed in, near, or around the leased premises and/or the building which may cause injury to persons or damage to property.
20. **MAINTENANCE:** Non-emergency maintenance requests should be made in writing and mailed or delivered to the management office. Emergency requests should be called in to the management office (251-8777) between the hours of 8:30 a.m. and 4:30 p.m., Monday - Friday, or to the after hours number (258-7726) during non-business hours.
21. **APPLIANCE REPAIR** If the premises' refrigerator and/or freezer quit working, Tenant agrees to notify Landlord immediately. **Tenant agrees to keep their food from spoiling until such time as the appliance can be repaired. Landlord will not be responsible for the loss of food.**
22. Landlord provides pest control service if problems with pests arise.
- Tenant shall receive at least 24 hours prior written notice with instructions for preparing the premises for spraying.
 - Tenant agrees to fully cooperate with landlord and pest control service, and properly prepare the premises as necessary.
 - If the premises is not ready and a re-spray is necessary, or management or pest control personnel must prepare the unit for spraying, a \$35 per hour preparation fee will be assessed to tenant for failure to properly prepare.
23. **SIGNS:** Tenant may not hang, post, display or exhibit banners or signs on the exterior door or the exterior of the building.
24. Landlord reserves the right to post "For Rent" signs on the premises at landlord's sole discretion.
25. **SUBLEASING:** The following terms and conditions apply in regards to subleasing:
- Tenant may not assign or sublease this lease without prior landlord approval. Consent shall not be unreasonably withheld.
 - Tenant agrees to pay a \$150.00 administrative fee to management. This fee is due when the sublet agreement is executed.
 - The prospective sublessee(s) must complete an application, and landlord must approve the application.
 - All tenants, the sublessee(s), and the landlord must sign the sublet agreement before the sublease becomes a legal amendment.
26. Any person of legal age who resides in the leased premises must be a signed party to the lease. Tenant may not add new residents without prior written landlord approval. If additional residents are approved, landlord reserves the right to adjust the monthly rent. **Removing/adding tenant names from the lease is only permitted with landlord approval and prior to lease commencement. After 45 days prior to lease commencement tenant agrees to pay a \$50.00 administrative fee in order to add tenant names to the lease.**
27. **RE-RENTAL** Tenant agrees to pay a \$200.00 administrative fee in the event that the premises need to be re-marketed due to Tenant breaching this lease agreement prior to its commencement. **The administrative fee is in addition to any other costs or losses associated with re-renting the premises.**
28. Tenant agrees to reimburse landlord for any municipal fines assessed to landlord for tenant's violation of any municipal ordinance.
29. Appropriate window coverings, such as blinds and curtains, must be used to cover windows.
31. **UTILITIES:** When tenant is responsible for payment of utilities, tenant shall notify the utility company regarding connection and discontinuation of utility service, and tenant agrees to maintain service concurrent with the lease term.
32. **SMOKE ALARMS:** Tenant agrees that they are responsible for maintaining and testing smoke alarms that are within the premises, in accordance with the manufacturer's instructions. Tenant agrees that they will notify Landlord in writing if a smoke alarm becomes inoperable. Landlord shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s).
33. **SECURITY:** Tenant agrees to keep the premise's door locked at all times, except when entering and leaving **and not to allow any unauthorized individuals into the building.** Tenant agrees to hold the landlord harmless for the bad acts of third parties, except when caused by the negligent acts or omissions of the landlord.
34. The Dept. of Revenue does not require landlords/agents to complete homestead tax credit forms for tenants. Please keep your receipts and/or copies of canceled checks as you feel appropriate.
35. The terms "landlord" and "tenant," when used herein, shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions of this document shall bind the parties, their agents, their estate, their successors and assigns.
34. **NOTICE:** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin's Department of Corrections at <http://offender.doc.state.wi.us/public> or at 1-877-234-0085.
36. **PARKING:** A parking contract must be entered into between landlord and tenant before parking is allowed on the property.
- No vehicles or mopeds may be parked on the lawn, in front of the building **or on or near any bicycle racks** at any time without prior landlord approval.
 - No inoperative vehicles (including vehicles with flat tires, non-current license plates, or abandoned), recreational vehicles, boats, or trailers are permitted on the property at any time. Vehicle repair is prohibited on the property.
 - Failure to remove such vehicle, boat, or trailer after notice may be deemed a material breach of the lease agreement. There is also a **\$25** daily charge from date of notification until such vehicle, boat, or trailer is removed from the property.
 - Temporary parking permits are available for \$5 per day, subject to availability and with prior landlord approval.
 - For information pertaining to street parking, please go to <http://cityofmadison.com/parking>.

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Tenant	Date	Tenant	Date
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Tenant	Date	Tenant	Date
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Tenant	Date	Landlord	Date