

ADDENDUM #2 Non-Standard Rental Provisions

THIS DOCUMENT IS HEREBY INCORPORATED INTO AND MADE PART OF THE ACCOMPANYING LEASE

A. CHECK-IN/CHECK-OUT FORM

Resident(s) acknowledges receipt of the combined check-in/check-out form, and agrees to complete and return the form to Owner within seven (7) days of occupancy of the leased Premises. Within 30 days, you may submit a written request to Owner to view the photographs maintained by Owner, which document the physical damages, or defects that were charged to the security deposit of the previous resident(s) (City of Madison properties only).

B. SECURITY DEPOSIT WITHHOLDING

In addition to the standard security deposit deductions allowable under ATCH 134.06, the landlord may deduct the following items form the security deposit, if not paid by Resident(s) by the end of the Lease Term.

- 1. Unpaid late fees as specified in this Lease and/or Community Policy; Actual, unpaid service charges, filing fees, and process service charges related to collection efforts for any past due rental account; Unpaid trash fines; Unpaid furniture fees (if applicable); Unpaid administrative fees incurred during the application and lease-signing process; Unpaid fees for checks returned from the bank not negotiated.
- ______2. Unpaid parking rent; Unreturned parking permits, electronic garage door openers or garage access cards. Parking permits and garage door opener must be returned by noon on the last day of the lease term or the cost thereof will be deducted from the security deposit.
- _____3. Unpaid water/sewer fees, or other usage fees for utilities or allocated services payable to Owner as contracted in the Lease, to include electricity, gas, internet, cable TV and telephone.
- 4. All costs related to carpet cleaning as a result of unusual damage caused by resident abuse, and all costs related to returning and all other flooring material (wood, ceramic tile, linoleum/vinyl etc.) to an "as received" or "subsequently improved" condition, normal wear and tear accepted. This may include, but is not limited to, professional cleaning to remove stains and professional repair and/or replacement of flooring due to non-removable stains, tears and deep scratches, burns or odors caused during the term of this Lease.
- 5. All costs related to wall repair and painting as a result of unusual damage caused by resident abuse, and all costs related to returning wall material and paint to an "as received" or "subsequently improved" condition, normal wear and tear accepted. This may include, but is not limited to, drywall damage due to holes, knicks, scrapes; paint repair and prep due to the use of adhesives that cause damage; if the paint color was changed by Resident, the costs to return the paint to the original color, and other damage beyond normal wear and tear caused during the term of the lease
- _____6. Cleaning, repair and repainting costs related specifically to pet damage and pet odor. Any unpaid fee for any unauthorized pets found in the Premises.
- 7. Unpaid fee for any unauthorized Sub-Lease. The processing fee for authorized Sub-Leases (those that use SBA Management Services forms and are signed by the Owner) will also be deducted from the security deposit if not paid at the time the Sub-Lease is signed.
- 8. Damage caused by failure of Resident to report or repair an on-going problem or condition within the premises (e.g. leaking plumbing that subsequently damages walls or flooring).
- 9. Unpaid fines for violations of health or safety codes, trash or recycling ordinances, or labor charges for trash separation and removal by SBA Management Services employees.
- 10. Labor charges related to after-hours non-emergency maintenance requests.
- 11. Any items remaining in the apartment or on building premises after the lease expires. All items requiring additional disposal fees will be charged accordingly.
- 12. Mitigation costs allowable under Chapter 704 of the Wisconsin Statutes, including, but not limited to, advertising costs, rental commissions, sublet fees, and/or showing fees.
- 13. Charges for re-keying or changing locks, or replacing keys or access cards (including laundry cards) if all such keys are not returned at the end of the tenancy; unpaid charges for replacement keys and/or re-keying during the term of the tenancy, as a result of the loss of keys by Resident or other circumstances caused or created by the Resident, or as a result of a request for re-keying or keys by the Resident.
- 14. While the Owner does not expressly prohibit smoking within individual rental units, Resident understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage, related cleaning, painting, or other damages within the unit. This liability extends to whatever work becomes necessary as a result of smoking inside the unit.
- Repayment of any promotional offers or rental incentives/concessions extended to Resident.

C. OTHER

Owner and Resident agree that Owner will not show or enter into an agreement to rent the Leased Premises to another Resident for the subsequent lease period until after the commencement date of the accompanying Lease referenced by this document. This only applies to properties in the City of Madison.

The undersigned have read and understand the Non-standard Rental Provisions stated above. Residents acknowledge that their initials next to each paragraph confirm that the Owner has identified and discussed each of the above provisions with the Residents.

IN WITNESS WHEREOF, THESE PARTIES HAVE EXECUTED THIS ADDENDUM TO THE LEASE:

<Property_LLC_Name> Owner/Agent Date Resident Date Resident (or Guarantor Signature) Date Resident Date Resident Date Resident Date Resident Date Resident Date

