

ADDENDUM A

NON-STANDARD RENTAL PROVISIONS

_____ **1. RENT:** In accordance with WI SS 799.40 (1m), acceptance of delinquent payment does not constitute a waiver of that default (or any other default) under this Lease and any termination of tenancy and/or eviction action commenced may continue at Landlord's option.

_____ **2. TIME IS OF THE ESSENCE:** Time is of the essence as to the performance of any act for which there is a deadline in this contract or by law, including (but not limited to) payment of rent and fees, vacation of premises and returning of property to landlord, time frame to cure breach, etc.

_____ **3. LATE FEE:** Rent is considered due on the 1st day of the month. It shall be considered a tenant breach of this contract if rent is not paid by the 1st day of the month. If rent is not paid IN FULL by the 5th day of the month, a late fee of \$30 shall be assessed. Non-payment of this late fee shall be considered a breach of this contract. If these fees remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT UNPAID LATE FEES FROM THE SECURITY DEPOSIT.**

_____ **4. NON-HONORED PAYMENT FEE:** If any payment is not honored by a financial institution including (but not limited to) checks returned for non-sufficient funds, checks returned for closed accounts or stop-payments, rejected debit card or credit card transactions; there shall be a rejected payment fee of \$45 assessed. Any such rejected payment shall be replaced with cash, money order or cashier's check. Landlord may, at Landlord's sole option, require all future payments be made with cash, money order, or cashier's check. Non-payment of this fee shall be considered a breach of this contract. If these fees remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE FEES FROM THE SECURITY DEPOSIT.** (NOTE – If, because of this non-honored payment rent is now late, late fees per this contract will also apply.)

_____ **5. SECURITY DEPOSIT LIMITATIONS:** This security deposit is NOT the last month's rent and may NOT be used as payment of the last month's rent. If Tenant fails to pay the last month's rent, that shall be considered a breach of this contract and double rent may apply per WI SS 704.27.

_____ **6. CONTRACT END TIME:** This contract ends on NOON of the last day of the contract or any extension thereof. Tenant hereby agrees to vacate by NOON on the last day of the contract, which includes removing all property from the Premises and returning all keys issued back to Landlord. If Tenant is still in possession of the premises after NOON on the last day of the contract, this shall be considered a Holdover and Landlord shall have all rights granted by law under such situation, including the right to commence an eviction action and the right to apply double rent per WI SS 704.27.

_____ **7. HOLDOVER RENT:** Wisconsin law (WI SS 704.27) allows Landlords to charge double rent, pro-rated on a daily basis, when a tenant remains in the property after their tenancy has terminated. In the event such holdover rents apply, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT HOLDOVER RENTS ALLOWED BY LAW FROM THE SECURITY DEPOSIT.**

_____ **8. POST-CONTRACT INTEREST:** If, after the end of the contract and application of the security deposit, there are amounts owed to the Landlord, those amounts shall accrue interest at a rate of 18% per year, compounded monthly. Tenant also hereby acknowledges that Landlord can also make reasonable attempts to collect any past due amounts owed through any proceedings allowed by law.

_____ **9. CHECK-IN SHEET:** Tenant hereby acknowledges receipt of a check-in sheet in accordance with Wisconsin law and understands they have seven days to complete it and return it to the Landlord. The Tenant may request from the Landlord a copy of the completed and dated check-in sheet for their records. If this check-in sheet is not returned to the Landlord within seven days, the Tenant hereby declares that such action is their acknowledgement that there are no deficiencies with the Premises. (NOTE – In accordance with Wisconsin law, the Tenant may request a list of physical damages charged to the previous tenant's security deposit.)

_____ **10. OCCUPANCY LIMITS:** Although the language on the contract states Premises shall be for the residential use of the Tenant and Tenant's immediate family, because of limits to total number of occupants regardless of age, gender, familial status or any other protected class, occupancy is limited to only those family members listed on the rental application(s). Additional occupants beyond those listed on the application(s) shall be considered a breach of this contract unless written permission is granted by Landlord in advance. There shall be a \$200 penalty for allowing an additional occupant without Landlord's written

permission AND a \$10 per day penalty for each day that occupant remains on the property without said written permission. Non-payment of these penalties shall be considered a breach of the contract. If these penalties remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE PENALTIES FROM THE SECURITY DEPOSIT.**

11. PET POLICY: No pets of any kind are allowed without the Landlord's written permission. Said permission shall be granted in the form of an Addendum to this contract that specifically describes the pet or pets allowed and associated additional rules. Pets will only be allowed in properties that allow pets through Landlord's normal policies. This prohibition on Pets shall extend to pets of guests, visitors, pets that are "just visiting", etc. *(However, this prohibition shall NOT extend to service animals or other animals allowed as a reasonable accommodation to a disability. In that event, Landlord may require evidence that the animal meets the requirements for such reasonable accommodation.)* There shall be a \$200 penalty for having a pet on the Premises without the Landlord's written permission in advance, including if tenant has permission for a pet, but has an additional pet not addressed in said permission. In addition, there shall be a \$10 per day penalty for each day that the unauthorized pet remains on the property without said written permission. Non-payment of these penalties shall be considered a breach of the contract. If these penalties remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE PENALTIES FROM THE SECURITY DEPOSIT.**

12. PARKING RESTRICTIONS: Tenant has been issued a parking diagram which is a part of the contract. The Tenant understands they have ____ assigned parking stalls and is limited to parking in those stalls unless Landlord has provided written permission otherwise. If the Tenant has a garage, that garage is their assigned parking stall(s). Tenant has been issued ____ parking passes based on the number of vehicles listed on Tenant's application(s). Parking passes may not be transferred. Tenant shall notify Landlord of vehicle changes so that a new parking pass can be issued. Parking passes will NOT be issued for new additional vehicles unless there is sufficient parking for them. Landlord hereby notifies tenant that any vehicles parked in assigned parking stalls without a parking pass are subject to tow at the vehicle owner's expense. Parking areas are for parking only and not vehicle storage. Tenant parking is not allowed in parking areas assigned to others, lawns, walkways, and areas specifically designated as no parking. All vehicles in public view (i.e., not in a garage) must meet applicable municipal codes. Recreational vehicles, boats, stalled/non-use/non-licensed/non-operational vehicles, trailers, and equipment are not allowed without Landlord's written consent. Below are fines associated with parking/vehicle violations. Any parking violation shall be considered a breach of this contract. Unpaid fines shall be considered a breach of this contract. If these fines remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE FINES FROM THE SECURITY DEPOSIT.** In addition to fines stated here, parking violations may result in the offending vehicle being towed at the vehicle owner's expense.

- a. Parking in area assigned to someone else: \$25 per occurrence (each day separate occurrence).
- b. Parking in a manner that restricts parking access by others: \$50 per occurrence.
- c. Loss of parking permit: \$15 replacement cost per occurrence.
- d. Parking unauthorized/non-operational vehicle: \$10 per occurrence (each day separate occurrence).
- e. Storing a vehicle in a parking area in public view: \$10 per occurrence (each day separate occurrence).
- f. Parking or driving on lawn/walkway: \$20 per occurrence (+ cost to repair damage, if any).
- g. Parking in an area designated as no parking: \$10 per occurrence (each day separate occurrence).

13. GARAGE USE: This premises includes a garage. (In a multi-family property, this Premises includes specifically Garage # ____.) This garage is an assigned parking stall for the Premises. Tenant acknowledges receipt of keys and/or openers as identified in this Addendum A and the associated penalties for not returning them. Tenant acknowledges that the electrical service is NOT designed for heat-generating units (to include engine block heaters, portable space heaters, etc.) Tenant agrees to not use these heat-generating devices.

14. NOISE AND "QUIET HOURS": Tenants (including occupants of the Premises, guests, invitees, etc.) shall refrain from making excessive noise in common areas such as hallways, stairways, laundry rooms, storage areas, parking areas, etc. Tenants shall give special consideration to "quiet hours" from 9:00 PM to 7:00 AM. (However, this does not prohibit use of

laundry facilities during these hours.) Also, moving activities that would create excessive noise are also prohibited during these “quiet hours.” Tenants should attempt to resolve differences between themselves first. If that is not possible, Landlord shall arbitrate the dispute and Landlord’s decision shall be final. Tenants are encouraged to contact local law enforcement if issues arise and as appropriate as Landlord may need evidence (such as a police report) to take action against an offending party. Landlord shall defer to law enforcement judgment on any dispute.

15. MAINTENANCE RESPONSIBILITIES: Tenant has a duty per WI SS 704.07 to comply with local housing codes and address maintenance issues that are minor in relation to the rent (**\$100.00**). Such maintenance issues include (but are not limited to) replacement of light bulbs and extermination of common pests such as ants, roaches, bedbugs, mice, etc. Landlord can perform these minor items at Tenant’s request, and bill Tenant for said repairs. Landlord is responsible for major structural and equipment repairs, unless such repairs are the fault of the Tenant, in which case Landlord may, per law, make such repair and bill Tenant. Tenant shall notify Landlord of maintenance needs who shall respond as quickly as practical but will prioritize based on degree of seriousness. Non-payment of tenant-billed repairs shall be considered a breach of the contract. If these bills remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE REPAIR BILLS FROM THE SECURITY DEPOSIT.**

16. EMERGENCY CALL POLICY: Landlord does have a policy of having a service person available for emergency service after business hours and on weekends. Emergency maintenance can be contacted by dialing the Landlord’s office phone number of **715-359-1500** and following the voice prompts. If the call goes to voice mail, Tenant needs to leave their name, phone number and address as a part of the message so they can be called back. **EMERGENCY SERVICE CALLS ARE ONLY THOSE ITEMS WHICH WILL CAUSE DAMAGE TO THE PREMISES OR CAUSE A SAFETY ISSUE IF NOT ADDRESSED IMMEDIATELY.** Emergencies include items such as water leaks, furnace problems during winter months, property damage from storms, etc. *(NOTE: Lockouts are NOT emergencies.)* **Emergency calls are after 3:30 P.M M-F and Weekends, all other Maintenance calls are directed though our office during business hours Monday through Friday 8 A.M. – 4 P.M.**

17. PERMISSION TO ENTER FOR SERVICE CALL: In the event that Tenant requests maintenance or repair services inside the premises, **TENANT’S REQUEST FOR SUCH REPAIR OR MAINTAINANCE SHALL AUTOMATICALLY BE CONSIDERED AUTHORIZATION FOR LANDLORD OR ITS AGENT(S) TO ENTER THE PREMISES FOR THE PURPOSE OF ADDRESSING SAID REPAIR OR MAINTAINANCE.** Non-emergency repairs shall be done during Landlord’s normal business hours (8 AM to 4 PM business days). Failure to permit Landlord access shall be a breach of this contract and a fine of \$50 will be issued if Tenant prohibits Landlord or their agent from entering the Premises during Landlord’s normal business hours to address requested or needed repairs and/or maintenance. Non-payment of this fine shall be considered a breach of the contract. If this fine remains unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THIS FINE FROM THE SECURITY DEPOSIT.**

18. MISCELLANIOUS MAINTENANCE ITEMS: The following additional rules regulate the Tenant’s use of the Premises:

- a. Premises is rented in “AS-IS” condition. Any promises of cleaning, repairs or alterations to the Premises shall be only valid if established in writing in accordance with state law.
- b. If the Premises has a secured entry, whether it be the main entry to the building or an entry to a common area such as a laundry room, it shall be considered a breach of this contract to block any such secured entry. It shall also be considered a breach to render inactive, in any way, the locking mechanism of a secured entry door. Tenant agrees to notify Landlord as soon as possible if there is any malfunction in the secured entry doors.
- c. Per postal regulations, Tenant shall install their name on their mailbox.
- d. Tenants shall replace light bulbs as they burn out with the same or similar light bulbs. Except for appliances and other special light fixtures, bulbs should be replaced with 60-watt equivalent bulbs. Also, if a special style of bulb (such as a vanity bulb or flood light bulb) is in a light fixture, it should be replaced with a similar style of bulb.
- e. Tenants shall change furnace filters once every two months during the heating season. (Filters should be changed every month during air conditioning season if there is a central A/C system.) HVAC issues caused by failing to change filters on a regular basis shall be considered a breach of this contract and will be billed to the Tenant.

- f. Tenants shall clean the filter for the wall-mounted air conditioning unit at least once per month during the air conditioning season. A/C issues caused by failing to clean filters on a regular basis shall be considered a breach of this contract and will be billed to the Tenant.
- g. When cleaning appliances, Tenants should avoid using materials that could damage the appliances. Sharp objects should not be used when defrosting a refrigerator or freezer. Abrasive materials should not be used when cleaning a stove or oven. If stove/oven rings, racks, burner plates, etc. are left in such a condition that they cannot be cleaned, new ones will be installed at the Tenant's expense.
- h. Tenants may hang pictures and other decorative items if small nails (no larger than 2 penny) are used. Landlord will repair appropriate nail holes at Landlord expense. If larger nails, screws, drywall anchors, or adhesive devices are used, Tenant will be charged for associated repairs. However, under no circumstances are nails or screws of any size allowed in doors and wood frames or trim.
- i. Sheets, blankets and other similar materials are not permitted to be used as window treatment if they are visible from the exterior of the Premises.
- j. If Premises has a basement, it is not uncommon for basements to have high levels of humidity during summer months. Therefore, use of a dehumidifier is strongly recommended. Also, there is a chance of small amounts of standing water on the floor during times of a very quick spring thaw or very large/heavy rainfall events. Therefore, it is recommended that items stored in the basement that could be damaged by moisture be off of the floor (on items such as pallets) and not in direct contact with the walls.
- k. If the Premises includes a basement storage area, there is no implied or expressed warranty by Landlord for items kept in a storage area. The tenant is responsible for securing their storage area and checking items periodically to ensure their condition.
- l. To prevent damage which can be caused by excessive moisture, such as mold, Tenant shall report to Landlord IMMEDIATELY any problems with systems which could contributed to humidity and water problems, such as leaks, water heaters, sump pumps, etc.
- m. If the Premises is served by a water softener, the Tenant shall maintain salt pellets in the tank, so the tank is always 50% or more full. Said salt pellets will be provided by Landlord, Tenant shall contact Landlord to provide more salt pellets at Landlord expense when the supply runs low. Damages caused by the Tenant failing to keep salt pellets in the softener system will be billed to the Tenant.

19. FLOORING: On vinyl, tile or hardwood surfaces, Tenant should not use cleaners or abrasives that may cause damage to the flooring. Tenants should avoid using bleach on all flooring surfaces and special care should be taken with hot or sharp objects on the floor. Tenant hereby acknowledges that carpets have been cleaned when they take occupancy and agrees to have carpets professionally cleaned prior to surrendering the Premises back to Landlord. If carpet is not cleaned, Tenant authorizes Landlord to have carpets professionally cleaned and bill the cost of such cleaning to the Tenant. NOTE: Unless carpet cleaning is needed because of excessive wear or damage to the carpet, such bill for carpet cleaning shall NOT be deducted from the security deposit and will instead be charged as a separate bill.

20. LAUNDRY FACILITIES: If the Premises include laundry facilities, the Tenant shall follow the instructions on the machine. Tenants shall not use any tints or dyes. Tenants must clean up after themselves. Tenants should monitor laundry machines and remove their items promptly when done.

21. DUMPSTERS AND GARBAGE (MULTI-FAMILY): Tenants shall use the provided garbage dumpsters and recycling receptacles and shall comply with any recycling requirements established by state law or local ordinance. Trash and recycling materials shall be stored in security fastened plastic bags and shall be placed inside of the dumpster/recycling receptacles. Trash and recycling materials shall NOT be left in hallways or other common areas, or on patios, decks, or other exterior areas. Items left outside of the dumpsters and/or recycling receptacles will not be picked up by Landlord's garbage/recycling service and may prohibit all garbage/recyclable material removal. Under no circumstances can electronic equipment (including but not limited to computers, televisions, etc.) nor can furniture items (including mattresses) be disposed of in Landlord's dumpsters or recycling receptacles. Tenant can contact the garbage removal provider directly for removal of these items, at Tenant's expense. Any additional expenses incurred by Landlord because of violations of these policies will be billed

to the Tenant. Non-payment of these charges shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

22. DUMPSTERS AND GARBAGE (SINGLE-FAMILY/DUPLEX): Tenants shall comply with any recycling requirements established by state law or local ordinance. Landlord will NOT provide trash or recycling receptacles unless required by local ordinance. If trash and/or recycling receptacles are provided by the municipality, Tenant shall be responsible for their proper care and shall be responsible for any costs assessed to Landlord in the event they are damaged or missing. Trash and recycling materials shall be stored in security fastened plastic bags and shall be placed inside of the dumpster/recycling receptacles. Trash and recycling materials shall NOT be left on patios, decks or other exterior areas. Under no circumstances can electronic equipment (including but not limited to computers, televisions, etc.) be disposed of through standard garbage pick-up. Tenants can contact the municipality for information on the garbage removal provider, and then contact them directly for removal of these items, at Tenant's expense. Any additional expenses incurred by Landlord because of violations of these policies will be billed to the Tenant. Non-payment of these charges shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

23. FIRE SAFETY: To comply with fire codes, Tenant's cannot place any obstructions in common area hallways, to include items such as door mats, shoes, furniture items, etc. Also, Tenant shall not obstruct or make unsafe any exit or exit path. Landlord is hereby authorized to remove any such items and assess a \$10 fine for a violation of this safety policy. Non-payment of this fine shall be considered a breach of the contract. If this fine remains unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THIS FINE FROM THE SECURITY DEPOSIT.**

24. SMOKE/CO DETECTORS: Per state law, Landlord has provided and shall maintain smoke detectors and (where appropriate) carbon monoxide detectors. It shall be a violation of state law and local ordinances for Tenants to tamper with, remove, or otherwise interfere with their operation. If such a detector is non-operational for reasons other than normal wear & tear or is missing, that shall be considered a breach of this contract and tenant shall be charged the cost to repair or replace the detector and shall also be assessed a \$100 fine for a violation of this safety policy. Non-payment of these amounts shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE AMOUNTS FROM THE SECURITY DEPOSIT.**

25. EXTERIOR ATTACHMENTS (SATELLITE DISH): Although per the rental contract, Tenant may not attach anything to the exterior of the Premises (or the building the Premises is a part) without Landlord's written consent, the Landlord will comply with FCC guidelines as they pertain to satellite dish antennae. Because improper installation can cause roof leaks, structure damage or other issues; any such item attached without Landlord's written permission shall be considered a breach of this contract and will be **REMOVED BY LANDLORD IMMEDIATELY UPON LANDLORD DISCOVERY.** Tenant will be charged a \$200 fine for such installation in addition to actual Landlord costs to remove the dish and repair any building damage. Non-payment of these amounts shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE AMOUNTS FROM THE SECURITY DEPOSIT.**

26. LAWN CARE (TENANT): If Tenant is responsible for lawn/yard care, the Tenant shall maintain the lawn and yard in accordance with municipal codes. If new lawn is planted or landscaping repairs are done, Tenant shall coordinate maintenance of these areas with Landlord. Tenants shall not leave items on the lawn for extended periods that will result in lawn or yard damage. A notice of non-compliance of yard care from a municipality shall be considered a breach of this contract. Any charges incurred for lawn/yard care by Landlord shall be billed to tenant. Non-payment of these charges shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

27. LAWN CARE (LANDLORD): If Landlord is responsible for lawn/yard care, Landlord shall maintain the lawn and yard in accordance with municipal codes. If new lawn is planted or landscaping repairs are done, Tenant avoid these areas. Tenant shall not leave items on the lawn when not in active use. If Tenant items need to be moved to accommodate lawn-yard care operations, Tenant shall be billed for this expense at a cost of not less than \$20 per occurrence. Non-payment of these charges shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

28. SNOW REMOVAL (TENANT): If Tenant is responsible for snow plowing and removal, this shall include any driveways, sidewalks, stoops, etc. Tenant shall comply with any municipal snow/ice removal requirements. Tenant shall be

liable for any accidents/personal injuries that result from failure to reasonably clear areas of snow and ice. A notice of non-compliance of snow/ice removal from a municipality shall be considered a breach of this contract. Any charges incurred for snow/ice removal by Landlord shall be billed to tenant. Non-payment of these charges shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

29. SNOW REMOVAL (LANDLORD): If Landlord is responsible for common area snow plowing and removal, parking lots will be plowed after a snowfall of at least 2". Common areas shall NOT include sidewalks, porches and stoops for the exclusive use of one rental unit. Those areas will be the responsibility of the Tenant of that rental unit. Snow plowing will normally occur after the snowfall ends. **IT IS THE TENANT'S RESPONSIBILITY TO MOVE THEIR VEHICLE TO ACCOMMODATE SNOW PLOWING.** If a vehicle is not moved for plowing for two successive snowfalls, this shall be considered a "Storing a Vehicle" violation of this Contract as outlined in this Addendum A.

30. KEYS: Tenant shall be issued the following keys/remotes: _____

Failure to return one or more keys/remotes will result in a re-keying charge. Said charges as follows: \$100 to re-key door lock or deadbolt lock; \$45 to re-key a mailbox lock; \$45 to re-key a garage door jamb lock or emergency lock; \$85 to replace a garage door opener remote; \$45 to replace a laundry-room key. Non-payment of these charges shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

31. CHANGING LOCKS: Changing of locks is prohibited. Landlord may change a lock per Tenant request; however this will be at Tenant's expense. If Tenant changes locks, this shall be considered a breach of this contract and Landlord is hereby authorized to change locks to Landlord-approved locks. Tenant shall be assessed a fine of \$100 for unauthorized changing of locks, and Landlord shall also charge the cost of changing locks as itemized in the Keys section of this Amendment A to the Contract. Non-payment of these charges shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

32. LOCK-OUT POLICY: If the Tenant locks themselves out, they should contact a locksmith at their expense. Breaking into the unit will result in damage to the unit, and such damage would be considered a breach of this contract and would be repaired at the Tenant's expense. During Landlord's normal business hours, Tenant may pick up a spare key at Landlord's office (Tenant may be required to pay a key deposit which will be returned to Tenant when the spare key is returned to Landlord.) Also, during normal business hours, if Landlord has staff available, Landlord's staff may open the Premises for the Tenant for a charge of \$75 After normal business hours tenant charge is \$125.00. Lockouts after normal business hours are not an emergency. Non-payment of lock-out charges shall be considered a breach of the contract. If these charges remain unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

33. CONTACT INFORMATION: Tenant agrees to provide Landlord with a valid contact telephone number so Landlord can contact Tenant in the event of an emergency. The phone number on the rental application shall be considered the phone number of record. If this phone number changes, Tenant must provide Landlord with an updated phone number. Tenant may provide Landlord with a valid email address that is checked on a daily basis in lieu of a phone number. Failure for Landlord to have a valid phone number shall be a breach of this contract. Also, per this Addendum, Tenant must provide Landlord with updated vehicle information.

34. REFUSAL TO GRANT ACCESS: In accordance with this contract and with state law, Landlord has the right to enter the Premises during reasonable times of the day (8 AM to 8 PM) upon for the purpose of inspecting the property, maintaining the property, or showing the property to prospective tenants by giving the Tenant at least 12 hours advance notice, and upon shorter notice in the event of emergency. Failure for Tenant to grant Landlord access in accordance with state law shall be a breach of this lease and will result in a \$50 fine per occurrence. Non-payment of this fine shall be considered a breach of the contract. If this fine remains unpaid, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THIS FINE FROM THE SECURITY DEPOSIT.**

35. RENTER'S INSURANCE: With the exception of damage caused by Landlord negligence, Landlord is not liable for damage to Tenant or Tenant's property. Landlord's insurance does NOT cover any Tenant property. Tenants are responsible for

their own personal property, including any property in a storage area and/or garage. Landlord asks that TENANT purchase renters' insurance from a company of their choice and give LANDLORD a copy of Tenant's purchase of Renter's Insurance to protect their personal property.

36. INABILITY TO RE-RENT: The Tenant agrees to vacate by noon on the last day of the contract (or any extension thereof) and to leave the property in the same conditions as received, normal wear and tear excepted. If Landlord is not able to immediately re-rent the Premises because of damage or excessive wear, or not timely surrendering the property, in addition to damage charges and holdover charges allowed by law, Landlord may charge Tenant one half (1/2) month's rent as potential lost revenue caused by the condition of the Premises, unless Landlord can prove greater actual damages, in which case Landlord may charge Tenant actual lost revenues. **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE CHARGES FROM THE SECURITY DEPOSIT.**

37. RE-RENTING COSTS: If Landlord is required to find a replacement tenant prior to the contract end date (because the Tenant vacates early, is evicted, or never takes occupancy), the Landlord may charge the Tenant the costs of re-renting the Premises per law. The fee for Landlord labor (showings, underwriting, etc.) in finding a replacement tenant shall be one half (1/2) of the current monthly rental rate, however this fee shall apply ONLY if Landlord is successful in finding a replacement tenant and therefore in no way eliminates the Landlord's duty to mitigate Tenant's damages. If the Tenant supplies a replacement tenant who meets the Landlord's underwriting criteria, the fee for Landlord labor shall be instead \$75. In addition to these costs, if a new tenant is found, out of pocket expenses (including but not limited to) such as advertising of the specific Premises shall be charged to the Tenant. **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE COSTS FROM THE SECURITY DEPOSIT.** *NOTE: Tenant will still be responsible for all terms of the contract until the end of the contract term or until a new tenant executes a rental contract and takes possession, whichever shall occur first.*

38. UTILITY BILLS: Tenant shall pay for those utilities indicated in the contract as a Tenant responsibility when due. Tenant shall contact the utility provider to turn any tenant-billed utilities into their name and provide Landlord with the utility account number before Landlord will release keys to Tenant. Any utility billings that are a Tenant responsibility that are paid by the Landlord shall be billed to the Tenant and be due to the Landlord upon receipt. Any non-payment or late payment of a utility bill shall be considered a breach of this contract. Upon vacating, Tenant shall schedule a final reading to coincide WITH THE FINAL DAY OF THE CONTRACT TERM. Tenant shall provide the utility provider(s) with a forwarding address and pay all final utility bills. If a Tenant contacts a utility service provider to take the utility bill out of their name and into the Landlord's name prior to the final day of the contract term, the Tenant agrees that the Landlord may instead have the utility turn the service off. BECAUSE OF SECURITY DEPOSIT DEADLINES PER LAW, Landlord shall confirm with any municipal utility ten (10) days after the contract end date that water, sewer, stormwater and other municipal bills are paid. If not paid at that time, the final bill shall be paid by Landlord and withheld from Tenant's security deposit in accordance with state law. If Tenant paid a final utility bill but payment had not been received by the utility until after the Security Deposit was returned to the Tenant, it shall be the Tenant's responsibility to obtain a refund from the utility service provider. If Landlord has to pay any utility bills on Tenant's behalf to a non-municipal utility, **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THOSE AMOUNTS PAID FROM THE SECURITY DEPOSIT.**

39. WELL AND SEPTIC SYSTEMS: If the Property is served by a well and septic system, Tenant acknowledges the following suggestions for proper care. Tenants should conserve water because if too much water enters the septic tank at once, untreated solids can be washed into the leach field. The Tenant should control what goes into the system. A septic system uses natural biological processes. It cannot break down non-biodegradable wastes and they will eventually have to be pumped out. Some of these can cause serious system malfunctions. Grease can harden in the septic tank and build up until it blocks the inlet, outlet, or harden and clog the soil spores in the leach field. Items that should not be put into a septic system include cigarettes, sanitary napkins, tampons, diapers, cat box litter, coffee grounds, paper towels, and toxic chemicals (such as paint, paint thinner, chemical drain cleaner, oil, pesticides, gasoline and antifreeze). Use household chemicals such as disinfectants, ammonia, bathroom cleaners and bleach sparingly to allow the system to dilute them a little at a time. Continuous release of automatic toilet bowl cleaner into the system kills the microorganisms treating the wastewater. Also, the Tenant should protect the leach field from damage. Do not dig in the field and do not drive vehicles over the leach field including motorcycles, snowmobiles or ATVs as this will compact the soil.

40. DISPOSAL OF ABANDONED PROPERTY: In accordance with WI SS 704.05 (5), if Tenant leaves any personal property in the Premises past the end of their tenancy, Landlord hereby notifies the Tenant that Landlord will NOT store any item left behind (except for those items addressed by law) and will dispose of them by any manner Landlord deems reasonable.

Landlord may charge Tenant for the reasonable cost to dispose of said items, and **TENANT HEREBY AUTHORIZES LANDLORD TO DEDUCT THESE COSTS FROM THE SECURITY DEPOSIT.**

_____ **41. SEVERABILITY:** If any provision of this contract to include these Non-Standard Rental Provisions are declared invalid by a court of competent jurisdiction, that shall in no way affect the validity of any other provision of this contract nor shall it void the contract in its entirety; UNLESS said provision is a specific provision prohibited by WI SS 704.44 of Wisconsin law.

_____ **42. CONTROLLING LAW:** Rights and obligations under this contract are subject to local ordinances, state regulations (including WI SS 704 and Consumer Protection Rule ATCP 134), and federal law. If the Tenant feels that any of these regulations have been violated by Landlord, Landlord requests that Tenant make Landlord aware of this so the applicable regulations can be reviewed by all parties.

_____ **43. BASEMENTS:** Basements may become damp or wet due to the amount of rain received. If the rental property is furnished with a dehumidifier, **must** be used especially on high humidity levels after it rains. If at any time the dehumidifier does not function properly, tenants are required to contact maintenance at 715-359-1500

Tenant Signature

Date

Tenant Signature

Date

Tenant Signature

Date