

DISCLOSURE STATEMENT - NONSTANDARD RENTAL PROVISIONS
(Attachment to Rental Agreement)

I/We hereby state that **BEFORE** I/We gave a deposit for the premises located at:

Address: _____

- 1. I/We were furnished a copy of the Lease and Rules and Regulations contained therein, for my/our review.
- 2. I/We were told that the following utilities are or are not included in the rent as listed below, and that the bills for any utilities not included shall be paid by Lessee at the time said bills become due and payable, including utilities to the last day of the lease term or extension thereof. In the event Lessee fails to pay any utility charges when due, then Lessor, at Lessor's option, may pay said past due utility charges and Lessee shall indemnify Lessor upon billing for any amounts it shall pay on behalf of Lessee. Lessee shall furnish and pay for all charges for telephone services.

Utility Charges	Electric	Heat	Gas Cooking	Hot Water	Water/Sewer	Trash/Recycling
Included in Rent						
Not included in Rent						

- 3. I/We have received the Tenant Inspection/Acceptance form. Lessee shall have seven (7) days after date of occupancy to do any of the following:
 - A. Make an inspection of said premises and complete and sign the Apartment Inspection Report which is provided herewith listing therein, among other things asked for, any defects or needed repairs in or about the premises. Lessee is responsible for giving notice to Lessor of any required service; or (B) Request in writing a list of physical damages or defects, if any, charged to the previous tenant's security deposit.
- 4. If rent is received after the 5th of the month, there shall be an additional \$50.00 rental charge. The Lessor may require said late rent, and any subsequent amount due under the Lease, and any applicable additional rental charge to be paid by cashier's check or money order only, and shall not be required to accept payment by check. The preceding sentence shall not be construed or interpreted as being a grace period for payments due herein, and it is expressly understood that all rental and other payments by Lessee shall be due and payable on the First day of the month, and time is of the essence with respect to receipt of said payments.
- 5. I/We understand that if a check tendered for the payment of my/our current rent or other charges is returned by the bank unpaid for any reason, there is a \$50.00 charge in addition to the late payment penalty described under No. 4, and that Lessor may require any subsequent rent payments to be paid by cashier's check or money order only and shall not be required to accept payment by check. I/We understand that any late payment penalties under No. 4 and return check fees are to be paid at the time my/our late payment is made and that my/our account shall be considered delinquent until all outstanding charges are paid in full. It is further understood that replacement of worthless checks may only be made by cashier's check or money order. Failure to pay said costs, during the Lessee's tenancy, shall constitute a breach of lease. In the event that the actual amount charged by the bank for checks returned/unpaid exceeds the \$50.00 charge then it is expressly understood and agreed that the charge set forth in this paragraph may be increased by Lessor to said actual charge upon 28 days written notice to Lessee.
- 6. There were no promises made about cleaning, repairing or otherwise improving the apartment in which I/We am/are interested, except the following, which shows the expected completion date of each:

- 7. In the event the Lessee fails to return **ALL** keys, laundry cards, parking permits and remotes issued by or obtained from Lessor within 24 hours after surrendering the premises, **ALL** costs of rekeying or replacing said locks shall be paid by Lessee upon billing and may also be deducted from Lessee's security deposit.
- 8. **LESSEE IS NOT ALLOWED TO SUBSTITUTE OR APPLY THE SECURITY DEPOSIT FOR RENT OR OTHER CHARGES OWING.**
- 9. Upon acceptance of my/our application, I/we agree to pay the partial month's and first full month's rent and the required remaining balance of the security deposit. I/we further agree that all of the provisions of this **DISCLOSURE STATEMENT - NONSTANDARD RENTAL PROVISIONS** shall be incorporated into the Lease as though fully set forth therein.

DISCLOSURE STATEMENT - NONSTANDARD RENTAL PROVISIONS CONTINUED

10. Lessee shall pay, within five (5) days after being billed for same, all reasonable costs associated with required or requested maintenance resulting from damage, repairs, or loss caused by misuse or negligence of Lessee, or Lessee's guest(s), occupants and invitees including, and not by way of limitation, property damage, repairs, or loss referred to in Paragraphs 3.3, 3.5, 3.6 and 3.7 of the Lease and any rules attached thereto or made a part thereof. Any such bill not paid may be deducted from the security deposit. Failure to pay said costs, during the Lessee's tenancy, shall constitute a breach of lease
11. Said premises shall be left by Lessee after surrendering same in a clean and undamaged condition. Subject to the provisions of Wisconsin law, the cost or estimate of repairing any damage to said premises which is not listed in the Tenant Inspection/Acceptance Report may be deducted from the security deposit, as will the cost of restoring the premises to a clean and rentable condition, reasonable/normal wear and tear excepted.
12. If Lessee leaves garbage or trash in hallway, outside of door or unit, or in any other common areas of building or yard not designated for the deposit of garbage or trash, Lessee will be assessed a fee of \$ 50.00 unless the actual cost is higher and then Lessee will be charged the higher cost - for each instance. Such actions shall constitute a breach of lease. Such fees and actual costs may be deducted from Lessee's security deposit. Failure to pay said costs, during the Lessee's tenancy, shall constitute a breach of lease.
13. It is the Lessee's responsibility to separate all recyclable materials and deposit same in the appropriate containers as required by law or local ordinance. If Lessee fails to separate recyclable materials and deposit them in the appropriate containers Lessee will be assessed a fee of **\$30.00** unless the actual cost is higher then Lessee will be charged the higher cost - for each instance where Lessee fails to comply with the applicable recycling rules. Such actions shall constitute a breach of lease. Such fees and actual costs may be deducted from Lessee's security deposit. Failure to pay said costs, during the Lessee's tenancy, shall constitute a breach of lease.
14. Lessee may park their vehicle in the designated area or space as set forth in the rental agreement. If Lessee parks a vehicle anywhere other than the designated areas or space then Lessee will be charged additional rent of \$10.00 unless the actual cost is higher then Lessee will be charged the higher cost - for each day that the vehicle is parked in a non-designated space. Disabled vehicles and vehicles in the process of being repaired may not be kept on the premises and the above-mentioned fee will also be assessed against the Lessee for each day that this rule is not followed. Lessee will also ensure that any and all guests(s), occupants and invitees of Lessee follow the above provisions or Lessee will be assessed the above-mentioned rental charges or actual cost if higher. Invalidly parked vehicles shall constitute a breach of lease agreement. Such rental charges and actual costs may be deducted from Lessee's security deposit. Failure to pay said costs, during the Lessee's tenancy, shall constitute a breach of lease.
15. Lessee is responsible for cleaning the unit prior to surrendering. Lessee is also responsible to clean all appliances owned by Lessor that are within the unit prior to surrendering. The unit and the appliances should be as clean upon surrendering as they were when Lessee moved into unit, reasonable wear and tear excepted. If Lessee fails to clean unit or the appliances prior to surrendering, except in those circumstances when cleaning would be construed as reasonable/normal wear and tear, then Lessee will be assessed a fee of \$35.00 per hour - unless the actual cost is higher then Lessee will be charged the higher cost - to clean the unit and appliances. Such rental charges and actual costs may be deducted from Lessee's security deposit.
16. Lessee shall be responsible for the cost to clear clogged toilets and drains (regular or disposal drains) because of Lessee's misuse and/or neglect. If Lessor has to contact the appropriate contractor to correct the problem, then Lessee will be charged the actual cost for these services. Such fees and actual costs may be deducted from Lessee's security deposit. Failure to pay said costs during the Lessee's tenancy, shall constitute a breach of lease.
17. If Lessee leaves the premises and abandons any personal property, the Lessor may store the property, on or off the premises, and take a lien against the property for the actual and reasonable cost of removal of the property and reasonable cost of both the removal and storage of the property is applicable. Any abandoned medicine or medical equipment is not subject to said lien and Lessor will promptly return such items to the Lessee upon request.
18. Lessor may enter Lessee's unit at reasonable times and upon proper advance notice for any of the following reasons: (a) to inspect the premises; (b) to make repairs; or (c) to show the premises to prospective Lessees or purchasers. Lessor may enter the unit for the amount of time reasonably required to complete the above. Advance notice means at least twelve (12) hours advance notice unless Lessee, upon being notified of the proposed entry, consents to a shorter time period. The above does not apply to the Lessor's entry of the unit if any of the following apply: (a) the Lessee, knowing the proposed time of entry, requests or consents in advance to the entry; (b) a health or safety emergency exists; or (c) the Lessee is absent from the unit and the Lessor reasonably believes that entry of the unit is necessary to protect the premises from damage. Lessor will announce his/her presence to persons who may be present in the unit; Lessor will identify himself/herself upon request.
19. In the event that Lessee breached any of the terms of a rent concession, Lessee agrees to reimburse Lessor for the total amount that Lessee's rent was concessioned.

DISCLOSURE STATEMENT - NONSTANDARD RENTAL PROVISIONS CONTINUED

- 20. The following amounts may be specifically deducted from the Lessee's security deposit, where applicable. Current or past rent, pet fees, parking fees and arrearages, rental furniture and accessory fees, assignment, and or rubbish removal fees, where applicable.
- 21. Any rent received after the 1st of the month will be considered late and late fees that accrue may be deducted as follows: after the 5th \$50.00. In the event that the actual amount charged by the bank for check returned/unpaid exceeds the \$50.00 charge then it is expressly understood and agreed that the charge set forth in this paragraph may be increased by Lessor to said actual charge upon 28 days written notice to Lessee.
- 22. Subject to applicable depreciation factors, carpet damage caused by the abuse of the Lessee, or the Lessee's guests, invitees, or occupants will be charged according to actual repair or replacement cost subject to applicable depreciation factor.
- 23. Actual cost charged for second coat of painting for any individual room, if necessary, due to Lessee changing paint color or abuse of the premises..
- 24. Subject to applicable depreciation factors, appliance repair or replacement caused by the abuse of the Lessee or the Lessee's guests, invitees, or occupants will be charged at actual repair or replacement costs.
- 25. Actual costs incurred caused by damage to common areas, or grounds, by Lessee or the Lessee's guests, invitees or occupants.
- 26. There is a \$35.00 charge for any after hour lock-outs.
- 27. All costs are subject to change. Any additional charges for cleaning or repairs will be billed at cost plus labor charges of \$35.00 per hour.
- 28. The Lessee will pay actual costs of any advertising expenses, re-rental expenses incurred due to breach of lease.
- 29. IT IS UNDERSTOOD AND AGREED THAT LESSOR SHALL BE ALLOWED TO DEDUCT ANY OF THE ABOVE CHARGES WHICH REMAIN UNPAID AFTER LESSEE(S) SURRENDER(S) THE LEASED PREMISES FROM THE LESSEE'S SECURITY DEPOSIT IN ADDITION TO OTHER UNPAID CHARGES OR OTHER OBLIGATIONS PROVIDED FOR IN THE LEASE.

Lessee acknowledges that the Lessor or Agent of Lessor has specifically identified and discussed each nonstandard provision with the Lessee prior to entering into a rental agreement and that after doing so the Lessee agrees to each and every nonstandard provision contained herein that have been individually initialed by the Lessee and which have not been intentionally stricken.

Lessee Date

Lessee Date

Lessee Date

Lessee Date

Guarantor Date

By: _____ [agent for owner]

By: _____ Date

Agent for _____



(eff 9.2011)