

# NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your landlord may assess and withhold from your security deposit.

Name of Tenant(s): \_\_\_\_\_

Address: \_\_\_\_\_

*(Strike provisions that are not applicable or which will not be used, add additional provisions as needed)*

## Security Deposit Deductions

1. ~~1 **LATE FEE:** A late fee of \$ 5 / day will be assessed as set forth in the rental agreement upon all late rental payments. These fees may be deducted from tenant's security deposit.~~
2. ~~3 **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by tenant is returned unpaid due to insufficient funds or for any other reason, tenant will be charged a fee of \$ 35.00 per occurrence. If landlord incurs any other costs or fees as a result of tenant's payment being returned due to insufficient funds or for any other reason, tenant will also be responsible for the actual costs incurred by landlord as a result. These fees and costs may be deducted from tenant's security deposit.~~
3. ~~7 **GARBAGE/TRASH REMOVAL:** If tenant leaves garbage or trash in hallway, outside of door of unit, or in any other common area of building or yard which is not designated for the deposit of garbage or trash, tenant will be assessed a fee of \$ 20.00 plus the actual costs incurred by landlord to remove the garbage or trash. These fees and costs may be deducted from tenant's security deposit.~~
4. ~~10 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the tenant's responsibility to separate all recyclable materials and deposit them in appropriate containers as required by law or local ordinance. If tenant fails to separate recyclable materials and deposit them in the appropriate containers, tenant will be assessed a fee of \$ \_\_\_\_\_ for each occurrence plus the actual costs incurred by landlord to properly dispose of the recyclables. These fees and costs may be deducted from tenant's security deposit.~~
5. ~~15 **LAWN MOWING/SNOW REMOVAL:** If tenant fails to mow the lawn or remove snow from sidewalks or other designated areas within a reasonable time period, tenant will be assessed a fee of \$ \_\_\_\_\_ plus the actual costs incurred by landlord to complete the above. Tenant will also be responsible for payment of any municipal fines or other costs imposed on landlord due to tenant's failure to comply with law or local ordinances regarding lawn mowing and snow removal. These fees and costs may be deducted from tenant's security deposit.~~
6. ~~20 **PARKING:** Tenant may park vehicle(s) in the designated area(s) or space(s) as set forth in the rental agreement. If tenant parks vehicle anywhere other than the designated area(s) or space(s) the tenant will be assessed a fee of \$ 25.00 for each day that the vehicle is parked in a non-designated space. Inoperable 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 tenant for each day that this rule is not followed. Tenant must insure that all visitors follow the above rules or risk being assessed the above-mentioned fees. These fees may be deducted from tenant's security deposit.~~
7. ~~26 **FAILURE TO PERMIT ACCESS TO UNIT:** If tenant fails to permit access to unit after landlord has properly complied with all notice provisions set forth in chapter 704 of Wisconsin Statutes and chapter ATP 134 of the Wisconsin Administrative Code, tenant will be assessed a fee of \$ 30.00 for each occurrence. Tenant will also be liable for any damages and/or costs incurred by landlord as a result of tenant's failure to allow access to unit. These fees and costs may be deducted from tenant's security deposit.~~
8. ~~30 **RETURN OF KEYS/GARAGE DOOR OPENER:** If tenant fails to return all keys and garage door openers provided by landlord when vacating, tenant will be assessed a fee of \$ 100.00. This includes all keys, including but not limited to, mailbox, laundry, and storage keys. These fees may be deducted from tenant's security deposit.~~
9. ~~33 **DAMAGE TO UNIT:** Tenant is responsible for repairing any damage to the unit prior to vacating. The unit should be left in the same condition as it was when tenant moved into unit. If tenant fails to repair any damages to the unit, tenant will be assessed the actual costs incurred by landlord up to \$ 30.00 per hour plus the costs of any materials. Such fees and costs may be deducted from tenant's security deposit.~~
10. ~~37 **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the written consent of landlord as set forth in the Rental Agreement. If tenant makes modifications to unit without the written consent of landlord then tenant will be charged the actual costs to return the unit to its original condition. Such charges may be deducted from tenant's security deposit.~~
11. ~~40 **RE-RENTAL COSTS:** If tenant vacates the unit without proper notice or is removed from the property for failure to pay rent or any other breach of rental agreement, tenant is liable for all charges permitted under §704.29, Wis. Stats., including but not limited to all costs incurred to re-rent the vacated unit and all utilities for which tenant is responsible through the end of the term of the rental agreement, subject to the landlord's duty to mitigate. Such charges may be deducted from tenant's security deposit.~~
12. ~~44 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If tenant remains in possession without consent of landlord after expiration of lease or termination of tenancy by notice given by either landlord or tenant, or after termination by valid agreement of the parties, tenant shall be liable for any damages suffered by landlord because of tenant's failure to vacate within the time required. In absence of proof of greater damages, landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession. Should the tenant's hold over result in the loss of any portion of rent by the landlord, tenant shall be responsible for any lost rent. Such charges may be deducted from tenant's security deposit.~~



13. \_\_\_\_\_ 50 **RECEIPT FOR RENT:** If tenant pays rent in cash, landlord shall give tenant a written receipt stating the nature and amount of  
51 the payment. A landlord does not have to provide a written receipt to tenant for any rental payments made by check or money order.
14. \_\_\_\_\_ 52 **NOTICE OF CHANGE OF PERSONS AUTHORIZED TO COLLECT RENT, MANAGE PREMISES, AND ACCEPT**  
53 **SERVICE OF LEGAL PROCESS:** In the rental agreement landlord has identified the name and address of person(s) authorized  
54 to collect rent, manage and maintain the premises, and accept service of legal process and other notices or demands on  
55 behalf of owner. If those identified person(s) should change or have a change of address, landlord will provide tenant with  
56 written notice of the change within ten (10) business days after the change occurs.
15. \_\_\_\_\_ 57 **TIMING FOR RETURN OF SECURITY DEPOSIT:** Landlord will deliver or mail to tenant the full amount of any security deposit  
58 paid by tenant, less any amounts that are legally withheld, within 21 days after any of the following: (a) if the tenant vacates the  
59 premises on the termination date of the rental agreement, the date on which the rental agreement terminates, (b) if tenant vacates  
60 the premises before the termination of the rental agreement, the date on which the tenant's rental agreement terminates or,  
61 if the landlord re-rents the premises before the tenant's rental agreement terminates, the date on which the new tenant's  
62 tenancy begins, (c) if the tenant vacates the premises after the termination date of the rental agreement, the date on which the  
63 landlord learns that the tenant has vacated the premises, (d) if the tenant is evicted, the date on which a writ of restitution is  
64 executed or the date on which the landlord learns that the tenant has vacated the premises, whichever comes first.
16. \_\_\_\_\_ 65 **FAILURE TO LEAVE FORWARDING ADDRESS:** If tenant vacates the premises without providing landlord with a forwarding  
66 address then landlord is allowed to send any and all notices or communications to tenant by mail to tenant's last known  
67 address.
17. \_\_\_\_\_ 68 **LANDLORD'S ACCESS TO UNIT:** Landlord may enter tenant's unit at reasonable times and upon proper advance notice  
69 for any of the following reasons: (a) to inspect the premises, (b) to make repairs, or (c) to show the premises to prospective  
70 tenants or purchasers. Landlord may enter the unit for the amount of time reasonably required to complete the above.  
71 Advance notice means at least twelve (12) hours notice unless tenant, upon being notified of the proposed entry,  
72 consents to a shorter time period. The above does not apply to landlord's entry of tenant's unit if any of the following  
73 apply: (a) tenant, knowing the proposed time of entry, requests or consents in advance to the entry, (b) a health or safety  
74 emergency exists, (c) tenant is absent from the unit and landlord reasonably believes that entry to the unit is necessary to  
75 protect the premises from damage. Landlord will announce his/her presence to persons who may be present in the unit  
76 and landlord will identify himself/herself upon request. Landlord may enter tenant's unit even if tenant is not present.
18. \_\_\_\_\_ 77 **ABANDONED PROPERTY:** Landlord will not store any items of personal property that tenant leaves behind when tenant  
78 vacates, except for prescription medication or prescription medical equipment, which will be held for seven (7) days from  
79 the date of discovery. If tenant abandons a manufactured or mobile home or a titled vehicle, landlord will give tenant and  
80 any other secured party that landlord is aware of, written notice of intent to dispose of the property by personal service,  
81 regular mail, or certified mail to tenant's last known address, prior to disposal.
19. \_\_\_\_\_ 82 See special conditions form for security deposit deduction policy.  
83 Scratch lines 10-19 on this form as they are not applicable to this property.  
84 No laundry hung outside the units. No laundry machine usage between 10:00PM and 7:00AM.
20. \_\_\_\_\_ 85 No garage sales, rummage sales or signs allowed on premises. No satellite dishes allowed on premises.  
86 Tenant is required to provide proof of a valid renter's policy insurance before taking occupancy and policy  
87 must remain in force for the entire time of tenancy. Failure to maintain policy may result in eviction.
- 88 Tenant acknowledges that landlord or landlord's agent has specifically identified and discussed each nonstandard rental  
89 provision with tenant prior to entering into a rental agreement. Tenant agrees to each and every nonstandard rental  
90 provision above that has been individually initialed by the tenant and which has not been intentionally stricken.

91 Date: \_\_\_\_\_

92

93 **When To Use:**

94 Nonstandard rental provisions must be used if landlord wants to deduct anything  
95 from a tenant's security deposit other than (a) damage, waste or neglect of the  
96 premises; (b) unpaid rent; (c) utility costs paid by landlord but which tenant owes  
97 under rental agreement; (d) utility costs paid by tenant; and (e) unpaid mobile  
98 home parking fees assessed by the government. Each deduction must be  
99 separately initialed by the tenant.

100

101 Sec. 704.28, Wis. Stats. and ATP 134.06(3), Wis. Admin. Code

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord