

NONSTANDARD RENTAL PROVISIONS

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

Name of Tenants: _____

Address: _____

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

Security Deposit Deductions

1. _____ 1 **LATE FEE:** A late fee \$ _____ may be assessed as set forth in the rental agreement upon all late rental payments. Such
2 fees deducted from tenant's security deposit.
2. _____ 3 **RETURNED CHECK/STOP PAYMENT FEE:** If any check or other payment issued by tenant is returned unpaid or returned
4 due to the tenant's stop payment for any other reason, tenant's will be charged a fee of \$ _____. Such fees may be deducted
5 from tenant's security deposit.
3. _____ 6 **GARBAGE/TRASH REMOVAL:** If tenant's leaves garbage or trash in hallway, outside of door of unit or in any other
7 common areas of building or yard not designated for the deposit of garbage or trash, tenant will be assessed a fee of \$ _____
8 plus the actual costs incurred by landlord to have the garbage or trash removed. Such fees and actual costs may be deducted
9 from tenant's security deposit.
4. _____ 10 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the tenant's responsibility to separate all recyclable
11 materials and deposit same in the appropriate containers as required by law or local ordinance. If tenant fails to separate
12 recyclable materials and deposit them in the appropriate containers tenant will be assessed a fee of \$ _____ for each instance
13 where tenant fails to comply with the applicable recycling rules. Such fees may be deducted from tenant's security deposit.
5. _____ 14 **LAWN MOWING/SNOW REMOVAL:** If tenant fails to mow the lawn or shovel sidewalks or other areas as designated in
15 the rental agreement within a reasonable time period then tenant will be assessed a fee of \$ _____ plus the actual cost
16 incurred by landlord to have the above completed. tenant will also be held responsible for payment of any municipal fines
17 or other costs imposed on landlord due to tenant's failure to comply with law or local ordinance regarding lawn mowing and
18 snow removal. Such fees and actual costs may be deducted from Tenant's security deposit.
6. _____ 19 **PARKING:** Tenant may park his/her vehicle/s in the designated area or space as set forth in the rental agreement. If tenant
20 parks vehicle anywhere other than the designated areas or space than tenant will be assessed a fee of \$ _____ for each day
21 that the vehicle is parked in a non-designated space. Disabled vehicles and vehicles in the process of being repaired may
22 not be kept on the premises and the above-mentioned fee will also be assessed against the tenant for each day that this rule
23 is not followed. tenant will also ensure that any and all visitors of tenant follow the above provisions or risk being assessed
24 the above-mentioned fees. Such fees may be deducted from tenant's security deposit.
7. _____ 25 **FAILURE TO PERMIT ACCESS TO UNIT:** If tenant fails to permit access to unit by landlord,
26 after landlord has properly complied with all notice provision set forth in chapter 704 of Wisconsin Statutes and
27 Wisconsin Administrative Code, chapter ATCP 134, tenant will be assessed a fee of \$ _____ for each instance that tenant
28 denies landlord access. Tenant will also be liable for any damages or costs incurred by landlord as a result of tenant's
29 failure to allow landlord access to unit. Such fees may be deducted from tenant's security deposit.
8. _____ 30 **RETURN OF KEYS/GARAGE DOOR OPENER:** If tenant fails upon leaving to return all keys and garage door openers
31 provided by landlord at the beginning of tenancy then tenant may be assessed a fee of _____. This includes all keys,
32 includes but not limited to mailbox, laundry and storage keys. Such fees may be deducted from tenant's security deposit.
9. _____ 33 **LIEN AGAINST PERSONAL PROPERTY:** If tenant leaves the premises and abandons any personal property, the landlord
34 may store the property, on or off the premises, and take a lien against the property for the actual and reasonable cost of removal
35 of the property and reasonable cost of both the removal and storage of the property if applicable. Any abandoned medicine
36 or medical equipment is not subject to said lien and landlord will promptly return such items to the tenant upon request.
10. _____ 37 **FAILURE TO LEAVE FORWARDING ADDRESS:** If tenant leaves the premises without providing the landlord with a
38 forwarding address then the landlord is allowed to send any and all notice or communication to the tenant by mail to the
39 tenant's last known address..

11. _____ 40 **RECEIPT FOR RENT:** If the tenant pays rent in cash the landlord shall give the tenant a written receipt stating the nature and
41 amount of the payment. A landlord does not have to provide a written receipt to tenant for any rental payments made by check.

12. _____ 42 **NOTICE OF CHANGE OF PERSONS AUTHORIZED TO COLLECT RENT, MANAGE PREMISES, AND ACCEPT
43 SERVICE OF LEGAL PROCESS:** In your Rental Agreement the landlord has identified the name and address of the person
44 authorized to collect your rent, manage and maintain the premises and the person authorized to accept service of legal process
45 and other notices or demands on behalf of the owner. If those identified persons should change or have a change of address
46 your landlord will provide you with written notice of any such change within ten (10) business days after the change occurs.

13. _____ 47 **SURRENDERING OF THE PREMISES:** A tenant will be considered to have surrendered the premises on the last day of
48 the tenancy as set forth in the rental agreement. If the tenant leaves before the last day as set forth in the rental agreement and
49 provides the landlord with written notice that the tenant has left, then surrender occurs when the landlord receives the
50 written notice from the tenant. If tenant mails notice to landlord, landlord is deemed to have
51 received the notice on the 2nd day of mailing. If tenant leaves the premises after the last day of tenancy as set forth in the
52 rental agreement then surrender occurs when the landlord learns that the tenant has left the premises. If the tenant is evicted
53 then surrender occurs when the writ of restitution is executed or when the landlord learns that the tenant has left the premises
54 whichever occurs first.

14. _____ 55 **LANDLORD'S ACCESS TO UNIT:** Landlord may enter tenant's unit at reasonable times and upon proper advance notice for
56 any of the following reasons: (a) to inspect the premises (b) to make repairs; or (c) to show the premises to prospective tenants
57 or purchasers. Landlord may enter the unit for the amount of time reasonable required to complete the above. Advance notice
58 means at least twelve (12) hours advance notice unless tenant, upon being notified of the proposed entry, consents to a shorter time
59 period. The above does not apply to the landlord's entry of the unit if any of the following apply: (a) the tenant, knowing the
60 proposed time of entry, requests or consents in advance to the entry; (b) a health or safety emergency exists; (c) the tenant is
61 absent from the unit and the landlord reasonably believes that entry of the unit is necessary to protect the premises from
62 damage. Landlord will announce his/her presence to persons who may be present in the unit; landlord will identify himself/
63 herself upon request.

15. _____ 64 _____
65 _____
66 _____

16. _____ 67 _____
68 _____
69 _____
70 _____

17. _____ 71 _____
72 _____
73 _____
74 _____

18. _____ 75 _____
76 _____
77 _____
78 _____

79 Tenant acknowledges that the landlord or agent of the landlord has specifically identified and discussed each nonstandard provision
80 with the tenant prior to entering into a rental agreement and that after doing so the tenant agrees to each and every nonstandard
81 provision contained herein that have been individually initialed by the tenant and which have not been intentionally stricken.

82 Date: _____
83

Tenant

84 **When To Use:**

85 Nonstandard rental provisions must be used if landlord wants to be able to deduct
86 anything from a tenant's security deposit other than (a) damage, waste or neglect of
87 the premises; (b) unpaid rent (c) utility costs paid by landlord but which tenant owes
88 under rental agreement (d) utility costs paid by tenant; and (e) unpaid mobile home
89 parking fees assessed by the government. Each deduction must be separately
90 initialed by the tenant. ATCP 134.06(3), Wis. Admin. Code.

Tenant

Owner / Agent for Owner