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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.

DATE: _____

TENANT: _____ TENANT: _____

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1. _____ **LATE FEE:** A late fee in the amount of **\$5 per day** after the 5th of the month will be assessed as set forth in the rental agreement upon all late rental payments. Such fees may be deducted from Tenant's security deposit. Rent payments are due on the 1st of the month.
2. _____ **RETURNED CHECK/STOP PAYMENT FEE:** If any check or other payment issued by Tenant is returned unpaid or returned due to the Tenant's stop payment for any other reason, Tenant will be charged a fee of **\$35**. Such fees may be deducted from Tenant's security deposit.
3. _____ **HAZARDARDOUS/DISALLOWED WASTE/TRASH:** Should Tenant attempt to store or improperly dispose of hazardous or disallowed waste/trash on the Premises, in a Garage or Storage Room, or in the property's dumpster; a fee of **\$35** will be assessed, **plus any disposal fee** required by waste services. A receipt will be provided from the waste services company should this occur. These fees may be deducted from the Tentant's security deposit.
4. _____ **FAILURE TO PERMIT ACCESS TO UNIT:** If Tenant fails to permit access to unit by Landlord after Landlord has properly complied with all notice provision set forth in chapter 704 of Wisconsin Statutes and Wisconsin Administrative Code, chapter ATCP 134, Tenant will be assessed a fee of **\$25** for each instance that Tenant denies Landlord access. Tenant will also be liable for **any damages or costs incurred** by landlord as a result of Tenant's failure to allow Landlord access to unit. Such fees may be deducted from Tenant's security deposit.
5. _____ **RETURN OF KEYS/GARAGE DOOR OPENER:** If Tenant fails upon leaving to return all keys and garage door openers provided by Landlord at the beginning of tenancy then Tenant may be assessed a fee of **\$5** per key, and **\$65** per garage door opener. This includes all keys, including but not limited to mailbox, garage, laundry and storage keys. Such fees may be deducted from Tenant's security deposit.
6. _____ **LIEN AGAINST PERSONAL PROPERTY:** If Tenant leaves the premises and abandons any personal property, the Landlord 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, if applicable. Any abandoned medicine or medical equipment is not subject to said lien, and landlord will promptly return such items to the Tenant upon request.

7. _____ **FAILURE TO LEAVE FORWARDING ADDRESS:** If Tenant leaves the premises without providing the Landlord with a forwarding address then the Landlord is allowed to send any and all notice or communication to the Tenant by mail to the Tenant's last known address.
8. _____ **LIABILITY:** Tenant expressly agrees that Landlord shall not be liable to Tenant or others, including Tenant's occupants, guests and invitees; from any cause whatsoever other than the negligent acts of Landlord. It is the responsibility of the Tenant to provide insurance for their liability, covering the leased Premises; as well as for their personal property.
9. _____ **SMOKE DETECTOR MAINTENANCE:** Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that **THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL.** The Landlord shall provide, within five (5) days of receipt of any such notice, any maintenance necessary.
10. _____ **BUILDING CLEANLINESS:** Tenant agrees to help keep the appearance of leased apartment attractive. Bicycles and motorcycles shall not be left on grounds or attached in any manner to the building or lampposts. Tenant agrees to keep bicycle(s) in the bike rack. The premises shall not be defaced with signs, advertisements, TV antennas, or satellite dishes without written permission from Landlord. Entrance, hallways, stairways, laundry rooms and storage rooms shall be free and clear from any obstructions in accordance with fire safety regulations. Tenant understands there is **NO SMOKING** allowed in common areas.
11. _____ **CARPET CONDITION:** Stained or soiled carpets which require professional cleaning are defined as beyond normal wear and tear. Tenant is responsible for **PROFESSIONAL CLEANING** of any carpet that is beyond normal wear and tear (as described above). Tenant agrees to use only a professional carpet cleaning service that is approved by the Landlord. If Tenant vacates and fails to have soiled and/or stained carpets professionally cleaned, then Tenant agrees to pay the actual cost for each room and/or loft left in such condition. This cost may be deducted from Tenant's security deposit.
12. _____ **SMOKING:** Smoking in the apartments create dirt and smell, which is considered to be beyond ordinary wear and tear. Smoking in units is permitted, but not recommended. Upon vacancy, units smelling of or showing signs of smoking will have to be thoroughly cleaned. Smokers agree that they will be charged \$250.00 for a professional, thorough washing of the unit. This washing includes walls, appliances, carpets, doors, window coverings, heating elements, and other exposed items. Should painting of the unit be required due to excessive wall stains, Tenant will be assessed the actual cost of the professional painting, plus a **\$35** fee. All of these fees may be deducted from Tenant's security deposit.
13. _____ **PETS:** Pets are forbidden on the property. Housing or caring for the pets of others is also forbidden. Tenants may seek approval for pets from the Landlord. In that situation, a **Pet Agreement** will be attached to the Rental Agreement, and the pet fee will be specified.
14. _____ **AUTOMOTIVE LEAKAGE:** Leakage of oil, fuel, or other fluids from should be cleaned up by Tenant. Tenant may be charged up to **\$90** for cleanup of automotive fluids/stains on garage floors. If your vehicle leaks, or you spill automotive fluids while performing maintenance or repair on your vehicle; then please wipe it up, and properly dispose of the clean up materials.

15. _____ **WINDOWS:** All windows, storm windows, screens, and blinds must be in place or present at check-out time and in good condition, normal wear and tear excepted. In the event windows, screens or blinds are broken, damaged, or missing Tenant agrees to pay as follows: damage to screen mesh interior - **\$45.00**; if screen missing or frame damaged - **\$50.00**; blinds - **\$35.00**; vertical blinds - **\$85.00**; window glass/frame – **actual cost**.

16. _____ **INOPERATIVE / UNLICENSED VEHICLES:** No inoperative or unlicensed vehicles may be kept on the property. Inoperative or unlicensed vehicles that sit on the property for more than 14 days will be towed. Tenant agrees that they will be responsible for the towing of fee of any inoperative or unlicensed vehicle that they or one of their guests own.

Tenant acknowledges that the Landlord has specifically identified and discussed each nonstandard provision with the Tenant prior to entering into a rental agreement, and that after doing so the Tenant agrees to each and every nonstandard provision contained herein that have been individually initialed by the Tenant and which have not been intentionally stricken.
Should any of these fees be assessed, Landlord will deliver a receipt to Tenant within 5 days of assessment.

DATE: _____

LANDLORD: _____
(Date)

TENANT: _____
(Date)

TENANT: _____
(Date)

TENANT: _____
(Date)

When To Use:

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

