

**NON-STANDARD RENTAL PROVISIONS**  
**Wiegand Enterprises LLC**  
**Campus Community Apartments**

Landlord shall be Wiegand Enterprises LLC.

Tenant shall be all residents of the leased premise as indicated by signatures below.

**Move-In**

- A) No keys will be issued and Tenant will not have right to possession unless all of the following are complete:
  - 1) Security deposit and first month's rent are paid in full.
  - 2) All tenant signatures are on all lease and guaranty documents.
  - 3) Tenant must have utility service placed in their name/s with local utility company as of start date of lease.
- B) Apartment is rented in "as is" condition. No improvements will be completed unless Landlord deems necessary or it is written in the lease.
- C) Landlord agrees to clean the premises and repair any damages from previous occupancy. In the event that prior tenancy results in deterioration of the condition of the premises, tenant hereby agrees to accept the premises, and to fully cooperate with Landlord in the facilitation of any repairs and/or cleaning necessary. This includes allowing for adequate times for necessary cleaning and up to 45 days for necessary repair.
- D) Landlord does not agree to any form of compensations for repairs or cleaning done by tenants unless written permission is first given by Landlord.

**Initial:** \_\_\_\_\_

**Cleanliness**

- A) Tenant agrees to maintain all interior and exterior areas of premises in a clean and sanitary condition, free from physical hazards, garbage and debris. Tenant agrees to perform routine cleaning throughout the premises on a regular basis. This includes vacuuming any carpet, sweeping and washing floors, scrubbing the bathtub/shower, toilet, sinks, dusting, removing trash, cleaning all appliances inside/out and disposing of any uncovered food. Any damage due to negligence or improper use at the time of move out may result in charges to tenant.
- B) Tenant agrees that if carpet in unit is damaged due to negligence or improper use they will be responsible for carpet cleaning or replacement cost.
- C) No littering the yards or common areas with trash, paper, and cigarette butts, etc.
- D) **Garbage may not be placed in any area other than in provided containers outside. Any trash found in common areas attributable to Tenant will result in a \$50.00 trash violation.**
- E) Tenants agree to pay for any City of Milwaukee fines that are a result of tenant's trash.

**Initial:** \_\_\_\_\_

## Maintenance

- A) Tenant is obligated to report any maintenance issues to Landlord.
- B) Upon request by Tenant for maintenance, a 24-hour advance notice by Landlord is not required, unless otherwise requested by Tenant.
- C) If maintenance personnel must enter Tenant's unit for emergency situations (i.e. water leaking into unit below) and is unable to contact Tenant, notice may not be possible, however Tenant will be advised of such entry.
- D) All maintenance will be done on a priority basis as determined by the Landlord's sole discretion.
- E) Tenant shall replace burned out light bulbs in their apartment at Tenant's expense. Tenant shall replace batteries in smoke detector and/or carbon monoxide detector, thermostat at Tenants expense. **Tenant must relight pilot lights on oven/stove.**
- F) Tenant shall provide and replace fuses no more than 20 amp in units where necessary.
- G) Tenant shall keep apartment free of minor pests (i.e. mouse or ant traps) at Tenant's expense. Tenant shall report any pest/rodent concerns to maintenance.
- H) Tenant shall not flush items other than toilet tissue (i.e. feminine care, products, condoms, food). Any drain problems traced to negligence of Tenant will be billed to Tenant. This includes sinks, toilets, showers, bathtubs, laundry tubs and garbage disposals.
- I) **Tenant must own a plunger. Tenant must provide and use shower curtain.**
- J) Any damage done by Tenant or guest of Tenant is Tenant's financial responsibility. Damage can be remedied by either: 1) Immediate repair by Tenant at his/her own expense must have written consent from landlord or 2) Repair by Landlord for which Tenant will be billed.
- K) Tenant shall be responsible for repair cost of all appliances when damage or failure is due to negligence of Tenant.
- L) Any excessive abuse or neglect of premises may result in a violation letter. Tenant will then have five days to remedy the violation. If problem still exists after five days, Landlord will make necessary repairs and bill Tenant for charges.
- M) Cost for supplies and labor will be charged to Tenant who caused damage to the apartment or building due to Tenant negligence. Examples are as follows: water damage due to unclosed windows or improper use of shower enclosures, flooring or furniture stains/burns, and frozen pipes due to lack of or inadequate heat if tenant is responsible for utilities. Utilities must remain on in Tenant's name/s for term of lease.
- N) Tenant shall not offset or charge building supplies or labor from any given rent payment unless authorized by Landlord in writing.
- O) **Locks may be changed only by Landlord.** Tenant may request to have a lock installed or changed at Tenant's expense. If locks are changed, it will be at Landlord's discretion who will be responsible for labor and material, but billed to Tenant if necessitated by Tenant.
- P) If Tenant is locked out during business hours, Tenant will be charged for a service call.
- Q) Replacement of lost keys cost: \$50.00 front door key and \$25.00 each additional key (i.e. apartment door, mail, parking)

**Initial:** \_\_\_\_\_

### After Hours Maintenance Emergency

- A) Calls shall be placed to emergency number provided by Landlord.
- B) This service is for **emergency** purposes only
  1. Lack of heat, running water or electricity
  2. Large concentration of water/large water leak
  3. Fire alarm/sprinklers going off
- C) A **\$25.00 fee will be charged for any calls placed to emergency number that are not deemed by Landlord an emergency situation.**
- D) Any emergency calls placed that result in necessary after hours service due to tenant negligence will be charged to tenant.
- E) Tenant/s agrees to pay \$75.00 for any calls placed to emergency service for tenant lockout.

**Initial:** \_\_\_\_\_

### Common Areas

- A) Trash shall be placed in provided containers.
- B) Milwaukee County recycling guidelines must be followed.
- C) All light bulbs in common areas will be provided and changed by Landlord. Tenant shall notify Landlord when they are out.
- D) Do not block security doors from properly shutting. Keep areas around security doors clean and free of debris so doors may properly close.
- E) Halls are to be kept free of bikes and other personal belongings (**bags of trash/shoes**).
- F) Bikes shall not in any case be locked to fences or front entrances. Landlord will cut the lock and remove the bike and bill Tenant a fee of \$100.00.
- G) **No loitering in front/around building.**
- H) **No smoking in common areas of building or outside of premises.**

**Initial:** \_\_\_\_\_

### Subletting

- A) It is the Tenant's responsibility to obtain sub-lessee and/or give written permission for Landlord to attempt to re-rent the apartment
- B) Tenant agrees that if no tenant by original lease holder or landlord is found to replace their tenancy they remain responsible for rent until the unit becomes re-rented.
- C) No sublease is permitted without Landlords prior written approval by application and consent.
- D) Sublessor/Tenant shall hold Sublessee security deposit. Landlord holds Sublessor/Tenants deposit for the term of the lease.
- E) Copy of signed sublet agreement shall be written by all parties and signed and given to Landlord a minimum of 15 days prior to commencement of sublet. All original tenants must sign the agreement.
- F) Sublet or Re-Rental Fee: If tenant locates sublet the fee is \$50.00 if Landlord locates new tenant charge is \$150.00

**Initial:** \_\_\_\_\_

## Rent Collection

- A) All rents are due in Landlords office on the first day of each month whether the first of the month falls on a holiday or weekend. You will not receive a bill for this.
- B) If any portion of the rent is unpaid as of the fifth of each month you will be assessed a \$50.00 late fee as indicated in the lease.**
- C) Landlord will not break down outstanding amount to an individual basis this is tenant responsibility. Please keep track of your payments.
- D) A \$50.00 fee will be assessed to tenant for issuing any check with insufficient funds, account closed or for any other factor causing the payment to be returned. In addition replacement fee must be a cashier's check or money order ONLY. If a second check is returned, Tenant agrees to make all future payment by cashier's check, money order for remainder of lease term.

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## Parking

- A) A parking lease must be entered into between Landlord and Tenant before parking is allowed on the property.
- B) Any vehicles with a valid parking lease must have a Landlord sticker/pass visible on vehicle at all times. It is tenant's responsibility to maintain sticker/pass.**
- C) It is tenant's responsibility to maintain current and valid permits/pass.**
- D) No mopeds or vehicles are allowed on the lawn or any other non-designated area at any time.
- E) Any unauthorized vehicles on premises will be ticketed and/or towed at vehicle owner's expense. **WE DO NOT PROVIDE GUEST PARKING. Do not park in random spots as they are assigned any issues with parking report to main office.**

Initial: \_\_\_\_\_

## General

- A) Tenants are jointly and individually responsible for all terms and conditions of this lease, including rent, charges and damages.**
- B) Electronic signatures, obtained by facsimile or email, are valid, legally binding signatures.
- C) Landlord retains the option to void this lease if lease guarantee is not received prior to commencement of lease.
- D) Tenant and/or guests shall not become disorderly or create unreasonable noise/odor that may disturb other tenants within the apartment or complex.
- E) Fire regulations prohibit charcoaling on upper floor balconies and decks.
- F) Guests of tenants may not have copied keys, or use of tenant keys or access to premises without being accompanied by a leaseholder.**
- G) No dogs are allowed, including those of guests. **No "visiting" dogs are allowed.** A per occurrence fine of \$100.00 is payable to Landlord for any pet on premises. In addition, a \$20.00 per day fee will be added to rent for every day pet remains. This provision in no way grants permission to keep a pet or allow a pet on premises.
- H) Cats: Two maximum, \$100.00 deposit per cat, \$50.00 monthly cat rent. We reserve the right to terminate agreement due to negligence. Fees: non-refundable deposit. \_\_\_\_\_**
- I) Patios and balconies are not to be utilized as storage areas.** Patio furniture may be left on porch during summer months only and should be put away the other months. No couches or indoor furniture are allowed on exterior porches or patios. **No trash is to be placed on balcony.**
- J) Beer barrel parties (keg). (i.e. ¼ or ½ barrels) are prohibited. Any violation may result in immediate eviction. Any units found with a barrel will be assessed a \$500.00 fee for violation.

- K) Each occupant must carry their own renter's insurance if desired, as Landlord's insurance does not cover occupant's personal belongings. Landlord cannot guarantee absolute dryness in the basement, so do not put items there that could be easily damaged by moisture. Landlord strongly encourages Tenant to obtain Tenant's own insurance for protection against loss or damage to personal property under Tenant's control.**
- L) Landlord reserves the right to post rental and/or sale signs and banners on premises at Landlord's discretion. Tenant will permit prospective tenants or buyers to enter and examine premises.**
- M) Landlord will not store personal property that tenant leaves behind when tenant moves from premise or if tenant is evicted from premise.**
- N) No dish can be affixed to building for cable tv, no signs of any kind outside of building or in windows can be displayed.**
- O) If heat/electric is included in rent you may NOT use space heater unless provided by landlord.**

**Initial:** \_\_\_\_\_

**Bed Bug Information**

- A) Tenant shall not purchase ANY used furniture.**
- B) Tenant must disclose any prior issue with bed bugs within the last 12 months.**
- C) Tenant must acknowledge that bedbugs can be transported to the premises through guests, bedding, clothes, fabrics, or other items moved by tenant to premise.**
- D) If you suspect you have bedbugs tenant must contact the office immediately.**
- E) If bedbugs are confirmed tenant will be responsible for payment of treatment as well as cooperation to prepare for treatment by a professional appointed by Landlord.**
- F) If unit is found to have bedbugs and treated tenant must purchase bedbug encasement covers for mattress and box spring.**
- G) Tenant may not use chemicals for treatment or hire contractor for service without written permission from Landlord.**

**Initial:** \_\_\_\_\_

**Notice To Vacate ~ Month to Month Tenants Only**

- A) Tenant agrees that a Notice To Vacate must be in writing and received at Landlord's office no later than the first day of the month for which the notice is given. For example, a Notice to Vacate Oct 31<sup>st</sup> must be received by Oct 1<sup>st</sup> whether that day is a Saturday Sunday or holiday.**
- B) Tenant agrees that this notice will be non sufficient if received after the 1<sup>st</sup> day of any given month.**
- C) Tenant agrees that if this notice is not received on time that they would become responsible for rent for the following month or a portion of if a new tenant is not found for that unit.**
- D) Tenant agrees to be out of said unit no later than 12:00 p.m. on last day of the month**
- E) Failure to stay a minimum of three months results in a service fee of \$150.00**
- F) LAST MONTH RENT PAYMENT MUST BE PAID IN MONEY ORDER/CASHIER CHECK ONLY.**

**Initial:** \_\_\_\_\_

## Move Out

- A) Landlord will perform a checkout after keys are returned to office. Tenant may schedule an appointment based on Landlords availability. If no appointment is scheduled, Landlord assumes tenant is waiving this right and will do checkout without Tenant present.
- B) Lease termination date and time is of the essence.
  - 1) **Tenant acknowledges that if premise are occupied beyond noon on date of lease termination, the charge is equal to the amount of 1 month's rent.**
  - 2) **Tenant acknowledges that any keys not returned to Landlord at or before time of lease termination, will result in a re-key charge of \$75.00. Mailbox locks will be re-keyed at a charge of \$50.00.**
  - 3) **Tenant agrees to deliver the premises to landlord in a clean, undamaged condition at the time of lease termination, normal wear are tear excluded.**
  - 4) It is tenant's responsibility to remove all belongings, garbage, and furniture from unit at move out. Tenant shall not leave large furniture items in unit or in dumpster.
  - 5) Large items (furniture) may NOT be placed in dumpster or left at curb. It is tenant's responsibility to dispose of belongings.
  - 6) **Cleaning** (unit/carpet) if it is necessary for our staff to clean apartments the charge is \$25.00 per hour. Be sure to have carpets professionally cleaned if there are stains or marks in carpet. If this does not occur the following charges will be assessed: Studio \$75.00, 1 BR \$95.00, 2BR \$150.00, 3BR \$225, 3+BR \$250.00
  - 7) **LAST MONTH RENT MUST BE PAID VIA CASHIER CHECK OR MONEY ORDER ONLY.** \_\_\_\_\_

**Initial:** \_\_\_\_\_

## Security Deposit

- A) Security deposit is held for the term of the lease.
- B) **Tenant may not use the security deposit as payment of any month's rent.**
- C) Security deposit (net of deductions) and an itemized list of deductions will be returned within 21 days after expiration of lease.
- D) Net deposit/itemized list of deduction will be sent to the party designated at time of keys turn in (noon on last day of lease).
- E) Objections to the security deposit return must be **made in writing and mailed to the management office within 21 days after receipt of the deposit return and/or list of deductions.**
- F) It is the responsibility of tenant to supply forwarding address.
- G) If security deposit return check must be re-issued there is a stop payment/ replacement fee for such transaction that will be charged to tenant and deducted from return.

**Initial:** \_\_\_\_\_

## Showings

- A) A 24-hour advance notice will be given for each showing.
- B) Tenant need not be home for showing.
- C) Showings are done between 9:00 a.m. – 6:30 p.m. Monday through Saturday

**Initial:** \_\_\_\_\_

**Miscellaneous**

**Fuse Replacements:**

If you live at any of the following addresses (check applicable) please be informed if you blow a fuse **you are responsible for replacement**. The fuse box is located in your apartment closet. These fuse replacements can be purchased at any hardware store and they should be no larger than 20 amp fuses.

- 2435 W. Wisconsin Avenue
- 1835 N. 2<sup>nd</sup> Street

**Initial:** \_\_\_\_\_

**Bottom Lock:**

These unit doors at the following addresses (check applicable) have a bottom lock or door knob lock this system is not mastered to our locks provided (dead bolt) if you use this lock and become locked out of your apartment we will not be responsible for any locksmith charges incurred and/or charge for service if we have to come out to let you in or out.

- 2324 W. Wisconsin Avenue
- 1835 N. 2<sup>nd</sup> Street

**Initial:** \_\_\_\_\_

**By signing these Rental Provisions, Tenant/s understands, acknowledge and agree to all terms and conditions contained herein.**

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Tenant	Date

**Please initial below that you have received the following tenant information:**

- Welcome Home Letter**
- Lease Copy**
- Lead Form**
- Lead Book**
- NSRP Copy**
- Parking Copy (if applicable)**
- Move In/Out Inspection Report**

**Initial:** \_\_\_\_\_

**Landlord/Agent of:** \_\_\_\_\_  
**Kent R. Cory**