

**Lease Addendum
JD McCormick Co, LLC
Rules and Regulations**

RENTAL OFFICE/CHECK IN- Landlord's office is located at **411 West Main Street, Suite 106, Madison, WI 53703**. Please feel free to contact us should any questions arise. **For after hour's emergencies, call (608) 258-0209. Check in time begins at Noon on the first day stated in your lease.**

INITIALS: _____

RENT PAYMENTS

- A. All rent is due and payable on the **1st OF EACH MONTH**. No postdated checks will be accepted. Resident should pay all rent and security deposit money directly to the office address of the Landlord. All checks should indicate which apartment you live in. Payments must be in the form of a check, money order, or cashier's check. Payments may be made online where available. Credit cards may be available through our online provider for a fee of 3.5% of the transaction paid by the resident, and charged by our provider. The online credit card fee is subject to change, without notice, at the discretion of our online payment provider. **WE DO NOT HANDLE OR ACCEPT CASH.**
- B. **Residents will be charged the amount specified on the Residential Lease if the rent is not paid or postmarked in full by midnight of the 3rd day of the month.**
- C. If rent is paid by check and the Bank for any reason returns the check, Resident will be charged a \$35.00 fee plus any additional rent amount as prescribed in section (B) above. A second returned check will result in suspension of the privilege of paying by personal check and will require all future payments by a cashier's check or certified check. If Resident continues to send personal checks after suspension of their personal check privilege, Landlord may return checks uncashed and consider the account delinquent.
- D. Resident may not add new residents without PRIOR written Landlord approval.

INITIALS: _____

MAINTENANCE/PESTS - We suggest that maintenance or service requests be called in to the office first thing in the morning so that they may be scheduled for prompt completion. It is understood that a request for maintenance, verbal or written, gives the landlord permission and consent to enter the premises to complete the repairs at reasonable times without the landlord providing advance written notice. Resident agrees to inform the landlord of all needed maintenance and/or hazardous or potentially hazardous conditions that develop on or near the premises. If repairs are needed due to the Resident's misuse of the premises, the Resident will be charged for the cost of such repairs at the professional rates for supplies and labor. In the event a Resident loses a key and requests the lock be re-keyed a \$75.00 charge per lockset shall be assessed to the Resident. The Resident shall pay for physical damage and/or emergency service, resulting from acts or inaction of the Resident. This shall include, but not be limited to physical damage to property such as broken doors, wallboards, hygiene products, etc., and other items stuck in toilets and plumbing fixtures. Residents are responsible for providing and changing light bulbs as needed after occupying the premises. **A \$40.00 per hour service charge will be assessed to your apartment account for any non-emergency service call requested after hours. Only heat, light, water, and other true emergencies will be handled at no charge to the resident after hours. We strongly recommend the purchase of a quality plunger for basic toilet clogs.** Residents shall report all pest problems immediately to Landlord. Resident shall cooperate with all pest control efforts. The apartment must be properly prepared for treatment. Residents must comply with recommendations and requests from the pest control specialist, prior to professional treatments. It is acknowledged the Landlord shall not be liable for any loss of personal property of the resident, as a result of an infestation of any pest, unless caused by negligent acts or omissions of the Landlord. If the premise is damaged by an infestation of insects or other pest, due to the acts or inaction of the tenant, the landlord will remediate, repair the damage and restore the appearance of the premises by redecorating, and in such case the tenant must reimburse the landlord for the reasonable cost thereof; the cost to the landlord is presumed reasonable unless proved otherwise by tenant.

INITIALS: _____

APARTMENT CONDITION/CARPET CLEANING- The apartment you are renting is taken in "as is" condition and is in fit and habitable condition. No representations are made regarding painting, cleaning, carpet cleaning, carpet replacement or any other condition that are not specifically covered in the lease or Non-Standard Lease Provisions. Carpets are provided in an "as is" condition only and are in fit and habitable condition. Landlord makes no warranties to the condition of the carpet, including, but not limited to, stains and/or cigarette burns. Make sure to note any such items on your check in report. Residents will not be charged for carpet cleaning except damage beyond normal wear tear, such as excessive dirt/soil, stains, burns, holes, etc. **Carpet cleaning therefore may not be provided at beginning of tenancy.**

INITIALS: _____

SMOKE ALARMS AND DETECTORS- All required smoke detectors and fire equipment have been properly installed on the premises for the protection of the resident(s). Smoke detectors and fire extinguishers are not to be removed; Wisconsin State Statutes 941.12 states that whoever interferes with, tampers with, or removes, without authorization, any smoke detectors, fire extinguisher, or any other fire equipment, is guilty of a felony. In the event there is a fire, **YOU MUST CALL** the Fire Department to notify them of the fire. Per Madison General Ordinance 34.14(12) It shall be the responsibility of the Resident during the term of his/her tenancy to inform the Landlord **IN WRITING** of any malfunction of smoke detector. Landlord shall have five (5) days upon receipt of said notice to comply to the request to repair or replace the smoke detector and/or battery. This means that if you fail to notify the Landlord in writing or if you remove the battery for some reason and your apartment and other areas of the building are damaged by fire due to your actions, you may be held liable for such damage.

INITIALS: _____

PERSONAL PROPERTY/STORAGE/PACKAGE DELIVERY- It is understood that resident gives Landlord permission and consent to accept and/or sign for deliveries of packages, parcels, flowers, or other items received by the office of the Landlord. Each Resident is responsible for the protection of his/her possessions from all hazards including fire, theft, and water damage. Resident must have Renter's Insurance to cover any damage that may result. Resident is **NEVER** allowed to store personal items or trash in ANY common area (i.e. hallways, stairwells, basements, attics, etc.). Landlord is **NOT** responsible for theft of or damage to any items of the resident or their guests and acquaintances. Storage of personal belongings is allowed only in designated areas if available: this applies to bicycles, boxes and excess furniture. Items in undesignated areas may be removed and disposed of by management. Landlord will not be responsible for any of the items that are stored in the basement and are damaged, destroyed or stolen during the Resident's tenancy unless said damage or destruction is caused by negligent or intentional acts of the Landlord. City and State fire codes forbid using halls for storage of trash or any personal items or rugs; strict fines can be imposed for violation of this code. Unless agreed in writing, the Landlord will not store any items of personal property that the Tenant leaves behind when the Tenant removes or is evicted from the premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by Landlord for 7 days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is a titled vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the Tenant and any secured party of which the Landlord has actual notice, personally or by regular or certified mail.

INITIALS: _____

PETS- No pets will be allowed in any apartment, premises or property at any time without Landlord's written authority.

INITIALS: _____

COMMUNITY APPEARANCE/SOLICITORS- Tenant shall not permit door-to-door soliciting in the building at any time. We would like to keep the appearance of the property as attractive as possible. Absolutely no items are to be hung from or placed on the face of the building. Any furniture placed outside the dwelling, on porches, patios, or balconies must be appropriate outdoor furniture (no bikes, banners, garbage, etc.) Kegs of any sort are not permitted on or around the premises. Your bicycles and/or mopeds are not to be left on the grounds, sidewalks or attached in any manner to the buildings or lampposts. Autos, motorcycles, trucks, trailers, etc. are **NOT** allowed on lawns or in the buildings. The premises shall in no way be defaced with signs, advertisements, or TV antennas. No signs or other displays are to be placed in windows or on any exterior walls or partitions. Resident is responsible for maintaining a state of cleanliness in and around the premises so as not to violate any City or State health or safety codes. Resident is responsible for any costs associated with Resident's violation of any of these codes. Legal action by the Landlord may result from such violations.

INITIALS: _____

GRILLS- Residents are **NOT** permitted to leave grills unattended. Caution must be exercised as well as proper safety procedures. Landlord reserves the right to prohibit usage. According to Madison General Ordinance, charcoal burners and other open-flame cooking devices, as well as liquefied-petroleum-gas burners having an LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg) [nominal 1 pound (0.454 kg) LP-gas capacity] shall not be located or operated on combustible balconies within 10 feet (3048 mm) of combustible construction.

INITIALS: _____

WALL DÉCOR/WINDOWS- Use finishing nails to hang pictures and do not use stick adhesive on picture hangers, as they are very damaging to the walls. Please do not use adhesive items such as stickers, putty, etc. Tenants are prohibited from attaching anything to wood trim. Landlord will provide blinds.

INITIALS: _____

ENTERTAINING- Please be considerate of your neighbors so that gatherings so not become boisterous, obscene or objectionable to other residents. Resident is required to maintain a reasonable level of noise at all times of the day and night, so as not to disturb or disrupt neighboring apartments or homes. Resident is responsible for the conduct of any guest, and financially responsible for any damages, cleaning charges, or other liability resulting from the negligence or violation of city and/or state ordinance and laws of residents or resident's guests or invitees.

INITIALS: _____

YOUR APARTMENT- (Check-in Report) Landlord agrees to have your apartment in a tenantable condition at the time of your move-in. If for some reason the apartment is not cleaned to your satisfaction upon move-in, please notify the office in writing. Additional cleaning may be provided within five (5) working days at the sole discretion of the Landlord. If residents are not satisfied after the re-cleaning, a member of the management staff will walk through the apartment with the resident to ensure cleaning had been performed. Resident will be responsible for any further cleaning. Under no circumstances will landlord be responsible for any separately contracted cleaning or reimbursement, in the form of rent credit or otherwise, for cleaning expended for the apartment. Since most apartment move-ins occur on or around August 15th in the downtown Madison area, landlord requires a minimum of sixty (60) days from your move-in date to complete any non-emergency repairs requested. If there are any damages to your apartment, please record them on your check-in sheet, which must be submitted to the office no later than 7 days after move-in. Damages not recorded on your check-in sheet will be charged to you upon moving out. Please make a copy of your check-in report before returning a completed copy to the office. This copy of the check-in report will also serve as your check-out report which you can use upon termination of your tenancy.

Resident acknowledges that they will receive a CHECK-IN/CHECK-OUT FORM at the time the keys are released and agrees to complete it in detail and return it to the landlord within seven days of occupancy. If not received in seven days, it will be assumed the apartment is in good repair and in clean condition.

INITIALS: _____

LOCK-OUTS- Anyone notifying Landlord's office to be let into his or her apartment after the office is closed will be charged \$35.00. We will not let any person into the apartment whose name does not appear on the lease.

INITIALS: _____

RE-LEASING OF APARTMENT- Due to the high demand for apartments in the downtown Madison Area, Landlord cannot guarantee the availability of your apartment if you wish to renew your lease. Landlord will lease the apartment on a first come, first serve basis.

INITIALS: _____

LAUNDRY AREA- If a laundry area is made available to Residents, Landlord is not responsible for any lost, stolen or damaged personal belongings.

INITIALS: _____

TRASH DISPOSAL/ SNOW REMOVAL- Residents of a HOUSE lease shall be responsible for their own snow removal. Any fines assessed for failure to remove ice or snow from walks will be the resident's responsibility. It is your responsibility to place all trash in the appropriate containers. No bundles, refuse or articles will be permitted to be left on patios, laundry areas, or in the common areas. Resident understands that recycling is mandatory in the City of Madison and that it is their responsibility to comply with the recycling program.

INITIALS: _____

PARKING- A parking contract must be entered into between landlord and Resident before parking is allowed on premises (subject to availability). Parking in the lot is by permit only. Any vehicle without a current permit, or not parked in appropriate areas may be ticketed and/or towed at vehicle owner's expense. Motorcycles and mopeds must display their permits as close to the license plate as possible, but not on it. The Landlord is not responsible for theft, vandalism, damages, or acts of nature. All vehicles must be operable and have current motor vehicle registration. It is the responsibility of the resident to inform guests that vehicles without permits will be ticketed. Boats, trailers, snowmobiles and other recreational vehicles are not permitted. If any such vehicles are detected, they may be ticketed and/or towed at the vehicle owner's expense. **All vehicles may be required to be removed from the parking area the day after a snow fall in excess of one inch, to allow complete plowing and snow removal. Landlord will post notice if such a situation arises.**

INITIALS: _____

JOINTLY AND SEVERALLY LIABLE/ENTRY- It is agreed and understood that all Residents shall be jointly and severally liable for all obligations imposed by the lease. Resident agrees to allow landlord to enter the premises for showings and inspection, providing the landlord gives a 24-hour notice. Landlord retains the right to enter the apartment for any and all emergency situations, with or without notice. Landlord is not required to complete rent certificates.

INITIALS: _____

SECURITY DEPOSIT RETURN/DEDUCTIONS- Any fees incurred by the Landlord due to acts or inaction on the part of the Residents will be deducted from the security deposit unless paid prior to disbursement of the security deposit. These fees include, but are not limited to damages, parking fees, re-keying fees and fees for returned checks. Holdover damages as a result of the tenant failure to vacate after the expiration of the lease or termination of the tenancy by notice. If it is necessary for the Landlord to stop payment on a security deposit check due to tenant's failure to provide a correct forwarding address, or if tenant request that Landlord stop payment on the check, Landlord will deduct \$35 from Subsequent check.

One check for the entire amount of the security deposit refund, if any, will be written out to the tenant designated below. The designated person will be responsible for forwarding any information to the other tenants. If no person is designated below, or if the person designated below fails to leave a forwarding address with the Landlord, the Landlord will, at its sole discretion, have the right to choose one leaseholder for the check to be returned to. This person will also receive all move-in information prior to commencement of the lease.

DESIGNATED PERSON: _____ **INITIALS:** _____

SUBLETTING- Resident agrees to the following sublet terms and conditions:

- a) Resident must get landlord's permission in writing before subletting and follow the other provisions in the sublet information provided at the time of sublet application. Said permission not to be unreasonably withheld.
- b) There is a \$50.00 sublet fee. In addition, the responsibility and all costs of the subletting shall be borne by the Resident.
- c) The prospective sublettor must complete an application and must be approved by the landlord before sublet is approved.
- d) The sublettor must sign the sublet portion of the lease in the presence of the Landlord. Until this is fully completed, the sublet is not legal.

INITIALS: _____

VACATING/LANDLORD PROPERTY- All keys must be returned at the time you vacate. There will be a \$75.00 per lockset charge for any keys not returned. **OVERSTAY CHARGES: The overstay charge is \$50.00 per hour and commences at noon on the last day of the lease and continues until the resident has vacated the unit and returned the keys.** At the time you leave, you must give us your forwarding address so that we may return, or account for, your security deposit promptly. SECURITY DEPOSITS MAY NOT BE APPLIED TO ANY MONTH'S RENT. Costs for any damage to apartment or building due to Resident negligence (e.g. damage resulting from unclosed windows, improper use of shower enclosures, floor stains or burns, frozen pipes from shutting off heat, etc.) may be charged to Resident at professional rates for supplies and labor. Any items that are the property of the building (i.e. Furniture, screens or storm windows, carpets, lights, ceiling fans, etc.) May NOT be removed from the premises.

INITIALS: _____

BREACH OF CONTRACT- The Rules and Regulations are a permanent legal addition the lease agreement. Failure to adhere to the terms of these rules will be considered a Breach of Lease, and grounds for legal action to terminate the tenancy, as provided by Wisconsin law.

INITIALS: _____

NOTICE- (1) As provided in section 106.50(5m)(dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following: (a) A person who was not the tenant's invited guest. (b) A person who was the tenant's invited guest, but the tenant has done either of the following. (i) Sought an injunction barring the person from the premises. (ii) Provided a written statement to the Landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest. (2) A tenant who is the victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provide in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency. (3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances. You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://offender.doc.state.wi.us/public> or at 1-877-234-0085.

I/We have read, understand and agree to abide by all of the aforementioned sections of this Rules and Regulations. I/We acknowledge that by initialing next to each section, I/We confirm that I/We have identified each of the above provisions with the Landlord. Furthermore, I/We acknowledge that I/We have initialed, or explicitly intended to initial, all of the aforementioned sections of this Rules and Regulations. My/Our signature(s) below is further acknowledgement of and agreement to the aforementioned sections of the Rules and Regulations and any section, which may not have been initialed.

TENANTS: _____

Landlord-JD McCormick Co, LLC as agent: _____

**Lease Addendum
JD McCormick Co, LLC
Non-Standard Rental Provisions**

A. Check-In/Check-Out Sheet

Tenant(s) acknowledges receipt of the Landlord's check-in/check-out sheet, and agrees to complete and return the form to the Landlord within seven (7) days of occupancy of the leased premises.

Initials: _____

B. Security Deposit Withholding

In addition to the standard security deposit deductions allowable under Wis. Stat. s 704.28, the landlord may deduct the following items from the security deposit, if not paid by tenant(s) by the end of tenancy:

1. Mitigation cost allowable under Chapter 704 of the Wisconsin Statutes including, but not limited to, advertising costs, rental commissions, sublet fees, and/or showing fees.

Initials: _____

2. Unpaid parking rent and any applicable sales tax.

Initials: _____

3. Charges for re-keying or changing locks, or replacing keys if all keys are not returned at the end of tenancy; charges for replacement keys and/or re-keying during the term of the tenancy, as a result of the loss of keys by tenant or other circumstances caused or created by tenant, or as a result of a request for re-keying or keys by the tenant.

Initials: _____

4. Charges for unpaid NSF check fees, closed account fees, or other unpaid charges as provided in the lease agreement and/or any addenda thereto.

Initials: _____

5. If the leased premises are not left in a clean and habitable condition for the next occupant, the actual cost of performing the required cleaning may be deducted from the security deposit, whether cleaned by an independent cleaning contractor, or by the landlord or his/her employees.

Initials: _____

6. Cost of replacing any garage opener or other access card issued by landlord and not returned by tenant(s), and/or the cost of recoding any access mechanism.

Initials: _____

7. Repayment of any promotional offers or rental incentives.

Initials: _____

8. Late fees or unearned discounts as provided in the lease agreement.

Initials: _____

9. While landlord does not expressly prohibit smoking within individual rental units, tenant understands that they will be held liable for the cost of the labor and materials associated with removing and remedying any smoke damage, related cleaning, painting, or other damages within the unit. This liability extends to whatever work become necessary as a result of smoking inside the unit.

Initials: _____

10. Cost of storing and/or disposing of personal property left behind by Tenant(s) after the Tenant(s) vacates or is evicted from the premises.

Initials: _____

11. Holdover damages as a result of the tenant's failure to vacate, after the expiration of the lease or termination of tenancy by notice.

Initials: _____

12. Any cost incurred by Landlord as a result of Tenant's violation of the Carbon Monoxide Detector and/or the Smoke Alarm section of the rules and regulations addendum.

Initials: _____

C. Entry into Leased Premises

A landlord may enter a tenant's dwelling unit, at reasonable times, without advance notice to tenant to investigate or correct a situation or circumstance that adversely affects the premises or other tenants.

Initials: _____

The undersigned have read and understand the Non-Standard Rental Provisions stated above. Tenant(s) acknowledge(s) that the initials next to each paragraph confirm that the Landlord had identified each of the above provisions with the Tenant(s).

Tenants: _____

Landlord-JD McCormick Co, LLC as agent: _____