

Nonstandard Rental Provisions RULES & REGULATIONS

Hauser Properties LLC
849 E. Washington Ave.
Madison, WI 53703
Office Hours: 9:00 a.m. – 5:00 p.m., Monday-Friday
Phone Number: (608) 441-6955
Fax Number: (608) 441-6924
Web Address: www.hauserproperties.net

It is agreed to and understood that if the lease is a joint tenancy; all lessees are jointly and individually responsible for all terms and conditions of said lease. **Please be aware that this Addendum to the Lease is a permanent and legal addition to the lease agreement and that failure to observe the terms of this addendum may be considered by the Landlord as a breach of you lease.**

1. OFFICE

Tenant initial **X**

- A. Regular office hours are from 9:00 a.m. to 5:00 p.m. by appointment. Our office phone number is (608) 441-6955; tenants are encouraged to call before coming to the office to ensure someone is present as office hours may vary. Please call to make an appointment if you need to meet with someone in person. Our phone number is also your 24-hour number for heat, electric and water **emergencies**.
- B. After-hours lockouts are a tenant's responsibility and the tenant must arrange assistance personally. If a lockout occurs during regular office hours, you may pick up a key at our office. If the lockout occurs after hours, please call the office and follow the directions given for an after hours emergency.

2. YOUR APARTMENT

Tenant initial **X**

- A. If your apartment needs maintenance repairs, notify the office and work orders will be made out for the work needed. You may also submit your request online.
- B. The apartment you are renting is taken "as is" (in the condition you viewed it). No representations are made by the landlord or agent regarding painting, carpet replacement or other conditions unless specifically covered in the lease or by other written agreement.
- C. If you rent any apartment where you are responsible for the utilities, there will be a **\$25** processing charge if you fail to inform the utility company of your new address within 24 hours of your move-in date.
- D. **NO WINDOW AIR CONDITIONERS ARE ALLOWED WITHOUT PERMISSION.**
- E. Tenant is not allowed to apply plastic window film, 3M film, or any other type covering to windows or patio doors. If plastic film is applied to the windows/doors, tenants will be charge for the cost of having the plastic, tape and all residue fully removed as well as the cost of any repairs for damage which occurs during the removal.
- F. Tenant is responsible for providing shower curtain(s) sufficient to prevent water on bathroom floor, walls and any windows, and will be held liable for any water damage due to resident neglect.
- G. When defrosting your refrigerator/freezer, do not use sharp objects to dislodge ice. Let ice melt naturally or with a pan of hot water placed in the freezer. **TENANT WILL BE CHARGED FOR ANY DAMAGE TO FREEZER/REFRIGERATOR DURING DEFROSTING PROCESS.** Lessor is not responsible for food/beverages that are spoiled due to refrigerator or stove/oven malfunction or electrical problems.
- H. If your apartment has a garbage disposal, it is to be used for soft garbage only; no bones, seeds, grease, shells, plastic, paper or metal. These items should be deposited in the trash container.

- You will be charged for any service call or repairs required as a result of using your disposal for such items.
- I. Please keep windows closed when away. Weather damage to apartment due to tenant neglect is the tenant's responsibility.
 - J. All doors and windows have been provided with proper locking devices. Lessee(s) are responsible for notifying Hauser Properties LLC, **in writing**, if any lock is not in acceptable condition or not in good working order.
 - K. Lessee acknowledges receipt of check-in/out form. Please complete this form and return to our office within 8 days of move-in. It is the tenant's responsibility to make a copy of the form or obtain a copy from the office when the form is hand delivered. If the form is mailed in, Hauser Properties LLC will return a copy of the form to the tenant via mail.
 - L. Hauser Properties LLC agrees to have your apartment in a clean condition at the time of your move-in. If for some reason the apartment is not cleaned to tenant's satisfaction, Tenant must notify Hauser Properties LLC in writing. Additional cleaning will be provided within five (5) business days. If Tenant is not satisfied after completion of re-cleaning, a Hauser Properties employee will do a walk-through inspection of the apartment with Tenant. Tenant must then be responsible for further cleaning and apartment will be expected to be returned at least end in the condition of walk-through report. Under no circumstances will Hauser Properties be responsible for any separately contracted cleaning or reimbursement for cleaning time expended by anyone other than Hauser Properties employees. Under no circumstances will rent be credited or prorated for lack of satisfaction of apartment cleanliness.
 - M. Under Sec. 823.113 Wis. Stats., any building that is used to facilitate the delivery or manufacture of a controlled substance is considered to be a public nuisance subject to court action to enjoin such activities. To protect you and your peaceful use of the Premises from such activities by others, and to encourage you, your family members or your guests not to engage in such activities, the Landlord has developed the following policy that you herewith agree to abide by as a part of this Lease: With reference to the Premises which you will now occupy, it shall be a breach of this Lease if you, any co-resident, family member, guest or invitee is found to be creating a "public nuisance" under Sec. 823.113 Wis. Stats. and any related municipal ordinances, by possessing, manufacturing, producing, distributing, dispensing, delivering or trafficking in any controlled or counterfeit substance, narcotic or opiate as defined or described in Section 161 of Wisconsin Statutes being the Uniform Controlled Substances Act.
 - N. Keeping a waterbed is prohibited without the permission of Hauser Properties LLC. Waterbeds may be used at certain properties provided Tenant gives Hauser Properties a copy of proof of renter's insurance in order to cover any possible water damage.
 - O. Carpets are provided in an "as is" condition only. Hauser Properties LLC makes no warranties to the condition of carpet including, but not limited to, stains and/or cigarette burns. Hauser Properties LLC will make a condition report of all carpets in each apartment. Tenant is requested to do so as well, including number of stains and burns at beginning of tenancy. Madison General Ordinances no longer allow the standardized requirement of tenants to clean carpets at lease end. Tenant will not be charged for carpet cleaning except damage beyond normal wear and tear (excessive dirt/soil, stains and burns). Carpet cleaning therefore may not be provided at beginning of tenancy. Hauser Properties LLC can recommend contractors for carpet cleaning upon tenants request to be paid for by the tenant(s).
 - P. Costs for any damage to apartment or building due to Tenant's negligence (i.e., water damage resulting from unclosed windows or doors, leaking stoppage, and/or overflowing of water and/or sewage (toilet), broken windows or doors or improper use of shower enclosure, may be charged to Tenant at professional rates for supplies and labor. Other costs to Tenant for damages due to Tenants abuse or neglect, which they will be responsible for and pay for, are: cigarette burns and other related damages, broken or cracked windows, broken door locks, torn screens or ANY other damage caused while Tenant has occupancy. Tenant must inform and get approval from Landlord before he hires any repairs to be done at Tenants expense.
 - Q. Tenant is NOT allowed to charge building supplies or labor to Landlord without PRIOR approval. Tenant is not allowed to purchase any supplies or labor and expect to be reimbursed without PRIOR Landlord approval. Tenant is NOT allowed to purchase supplies or labor and deduct the cost from rent without PRIOR approval.

- R. Tenant is responsible for replacing light bulbs in their apartment. If light bulbs are burned out at check-out, tenant will be charged for replacement of the correct bulbs, be it regular, decorator type or high intensity.
- S. **Tenant Responsibilities-** Residents of the property you are renting are responsible in the following areas:
- Yes No (1) SNOW REMOVAL: After a snowfall, the city sidewalks must be shoveled as well as the entries and exits to and from the building in accordance to local ordinance(s). Residents will be held liable for any citation or fines imposed for failure to properly remove snow.
- Yes No (2) CURBSIDE TRASH REMOVAL: Trash containers must be kept at the rear of the building except when they are at the curb for pick-up. Containers are not to be placed at the curb more than 12 hours before pick-up date and must be removed no later than 24 hours after pick-up. Resident is responsible to know pick-up dates. Resident may obtain these dates from the city streets department. If resident fails to take out trash or return trash cans, a Hauser Properties employee or sub-contractor will do so at the cost of the resident. Any citations issued for the failure to properly dispose of trash will be the resident's responsibility to pay.
- Yes No (3) UPKEEP OF BUILDING: All hallways, common areas, storage and basement areas will be kept swept or vacuumed, neat and orderly (free of boxes and debris), as needed by the residents of the building.
- Yes No (4) LAWN MAINTENANCE: Residents are responsible for keeping the grass mowed, flower and other beds clear of weeds, and all lawn and parking areas free of litter and clutter. Any citations issued for failure to mow grass will be the responsibility of the residents.
- Yes No (5) FURNACE FILTERS: If the premises is equipped with a forced air heating system, Tenant is responsible for the replacement of the air filter as required. Tenant may be held responsible for damage to the heating/cooling equipment which results from the failure of Tenant to do so.
- Required Suggested (6) RENTER'S INSURANCE: If required, Lessees shall carry Renter's Insurance coverage with a minimum of \$300,000 in liability coverage. The Lessor is to be listed as an additional insured party on the policy. Lessees shall provide proof of coverage to Lessor. Whether required or not, Lessor shall not be responsible for any loss or damage to any personal property kept on the premises, stored in basements or in any other storage area. Lessees, in making use of such space, do so at their own risk and are solely responsible for their property from any and all hazards.

3. RENT PAYMENTS

Tenant initial **X**

- A. Rent is due and payable on the FIRST of each month. Payments are to be delivered or mailed to Hauser Properties, 849 E. Washington Ave., Madison, WI 53703. PAYMENTS ARE NOT TO BE MADE IN CASH. Use money orders, cashier's checks, or personal checks. Checks are to be made payable as stated on the lease agreement.
- B. If payment is not tendered by the third day of any month, a late charge of **5% of the total rent** will be assessed. Payments sent via U.S. Mail must be postmarked by the third of the month to avoid the late charge.
- C. Any checks returned non-sufficient funds (NSF), or otherwise not clearing the bank upon being submitted, will be assessed a \$35 penalty fee plus the above late charge. The Lessor reserves the right to demand future payment by money order or cashier's check should Lessee(s) issue an NSF check.
- D. Security deposits, as well as first month's rent, must be paid prior to receiving keys for move-in. SECURITY DEPOSITS CANNOT BE USED TO PAY THE LAST MONTH'S RENT.
- E. PARTIAL PAYMENTS: Tenants shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall the Lessor's acceptance of a partial payment constitute accord and satisfaction. Nor will Lessor's acceptance of a partial payment forfeit Lessor's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check. Any modification to this lease must be made in a letter signed by the Lessor or Lessor's Agent, in which the Lessor or Lessor's Agent states and agrees to the modification. The Lessor may accept any partial payment check with any conditional

endorsement without prejudice to his/her right to recover the balance remaining due, or to pursue any other remedy available under this lease.

- F. Payments made to Hauser Properties LLC by the Lessee will be credited to their account in the following order: 1) Security deposit, 2) Utilities, 3) Late Fees, 4) NSF Fees, 5) Other miscellaneous charges, 6) Rent.

4. PET POLICY

Tenant initial **X**

- A. Unless authorized in writing, NO PETS are allowed in the apartment. Any pet found on the premises without permission is a lease violation and will result in a \$250 fine and/or eviction.
- B. Tenants may have a single tank of fish without further authorization provided the tank does not exceed a maximum size of ten gallons.

5. DISTURBING NOISES NOT ALLOWED

Tenant initial **X**

- A. Social and friendly gatherings of residents and their guests are welcomed, provided such gatherings do not become objectionable to other residents. Tenants are responsible for the conduct of their guests in their apartment, or on the premises in accordance with these Rules and Regulations. Stereos, radios and televisions are not to be played so loudly that they are objectionable to others.

6. BUILDING & GROUNDS APPEARANCE

Tenant initial **X**

- A. Bicycles will be parked and kept in storage racks (if provided), in the back of the building, in the basement, or in tenant's apartment. Bicycles chained on the front of the building or found in the hallways may be removed by the management at the tenant's expense.
- B. NO abandoned or inoperative vehicles are permitted on the property. Any cars in non-compliance will be ticketed and/or towed. Tenant will be subject to a **\$100** fine for driving or parking any vehicle on the lawn. Boats, trailers and /or other recreational equipment are not permitted on the property. Also, there is NO VEHICLE MECHANICAL WORK ALLOWED on the property (i.e. changing oil, engine repair, etc.).
- C. All vehicles must be moved from parking lots by 8:00 a.m. the morning after any snowfall.
- D. Entrances, hallways and stairways must be kept free and clear of all debris including furniture, boxes, bicycles, toys and other obstructions in accordance with fire safety regulations. Patios and balconies should not detract from the appearance of the apartment building. They are NOT to be used for hanging laundry or as parking spaces for vehicles of any kind. Any furniture placed outside of dwelling on porches, patios or balconies must be appropriate outdoor furniture.
- E. All cooking grills should be kept a safe distance from the building and automobiles and are not to be used on any porch of the building.
- Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. Make sure the coals are completely cooled down with water before disposing of them. Make sure all ashes are contained in a non-combustible container
 - LP-gas burners having a LP-gas container with a water capacity greater than 2.5 pounds (nominal 1 pound (0.454 kg) LP-gas capacity) shall not be located on combustible balconies or within 10 feet (3048 mm) or combustible construction.

7. TRASH REMOVAL/RECYCLING

Tenant initial **X**

- A. Residents are to bag trash in accordance with municipal recycling ordinances. All trash should be put in tied plastic bags and disposed of appropriately. Cardboard and newsprint must be bundled.
- B. NO TRASH IS TO BE TEMPORARILY PLACED IN HALLWAYS OR OTHER COMMON AREAS.
- C. Any fines assessed to the property for improper trash disposal or recycling violations will be charged to the tenant.
- D. Failure to properly dispose of trash or recyclables may also result in a fine from the Landlord of \$25 per bag/item of trash for the first offense. The fine doubles for each subsequent offense.

8. SUBLETTING POLICY

Tenant initial **X**

- A. Should residents desire to sublet (re-rent) their apartment, the necessary forms for subletting should be obtained from Hauser Properties LLC. All sublets must be approved by Hauser Properties LLC, and any residents who sublet their apartments will be charged a minimum \$75 processing fee. Tenants are responsible for placing and paying for their own advertising to obtain a sublettor. Please keep in mind that you will be responsible for all rent and other lease obligations to the end of your lease term unless a new tenant is found. You are responsible for cleaning your apartment in accordance with normal checkout procedures.

9. VACATING THE APARTMENT

Tenant initial **X**

- A. **RENEWAL NOTIFICATION IS DUE 90 DAYS PRIOR TO YOUR LEASE EXPIRATION.** For those tenants not renewing for another lease term, the following will apply:
- B. **ALL leases expire at NOON on the last day of your lease term. THERE WILL BE NO EXCEPTIONS!** By noon, residents are to have all furniture and furnishings off the premises and have unit properly cleaned and ready for checkout. All charges allowed by law will be applied if a holdover situation occurs.
- C. All keys must be turned in to the Hauser Properties office by NOON on the last day of your lease. If all keys are not in by NOON, we will automatically re-key the apartment at the tenant’s expense. The re-key charge is a minimum of **\$75**.
- D. When vacating the apartment, it is the tenant’s responsibility to turn it over to the Landlord in a cleaned condition less normal wear and tear. This also means that the stove and refrigerator must be thoroughly cleaned including underneath and behind the same, the bathroom sink, stool and tub/shower scrubbed, kitchen and bathroom floors vacuumed/swept and mopped, and all woodwork and countertops wiped off. Cleaning of windows is tenant’s responsibility. Be sure to have all utilities disconnected before you move out. This includes gas and electric, telephone, and water and sewer (if applicable). **IF YOU DO NOT RECEIVE A VACATING LETTER SEVERAL WEEKS BEFORE YOUR LEASE ENDS, PLEASE CONTACT OUR OFFICE IMMEDIATELY!!**
- E. In the event Tenant is responsible for payment of municipal utilities, Tenant agrees to pay said utilities in a timely manner, prior to any penalties being assessed, and to present a paid “final” receipt to Landlord. In the event Tenant does not pay said bills in a timely manner, or in the event a final receipt is not presented upon surrender, Landlord may, at its option, contact the utility provider, obtain the balance and pay the amount due. Tenant specifically agrees to reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$20.00 for each utility provider Landlord must contact to obtain the balance and pay the amount due. Tenant specifically authorizes Landlord to deduct any such unpaid charges from Tenant’s security deposit.
- F. If prior to moving out you do not clean the unit and leave it in satisfactory order, the resulting charges will be deducted from your security deposit or owed to us if your security deposit is insufficient to cover the charges. If any items are missing or damaged to the point that they must be replaced when you move out, you will be charged for the current cost of the item, plus labor and service charges.

Resident	Resident
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