

RULES & REGULATIONS
ADDENDUM TO LEASE AGREEMENT

This addendum is a permanent, legal addition to the lease agreement. Failure to follow the terms of this addendum may be considered a breach of contract and grounds for legal action against tenant.

1. **HOLD HARMLESS:** Landlord shall not be liable, and tenant hereby waives all claims against landlord for any damage to any property or any injury to any person in or about the Premises related to this lease agreement by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of landlord or its agents, employees or contractors. Tenant shall protect, indemnify and hold the landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of tenant, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the tenant in or about the Premises or from transactions of the tenant concerning the Premises; (c) tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of tenant in the performance of any covenant or agreement on the part of the tenant to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination. (____ int)
2. **SECURITY DEPOSIT:** The security deposit shall be equal to one month's rent unless otherwise agreed in writing. Tenant may not use the security deposit as payment of any month's rent without prior written landlord approval.
3. The security deposit will earn no interest. The security deposit, less any amounts withheld for damages, will be sent to tenant's last known address within 21 days after tenant surrenders the premises. Surrender shall include written notification of vacating the premises and return of landlord's property held by tenant, including keys. If any portion of the deposit is withheld, landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount withheld. The reasonable cost of repairs, any waste, neglect or damages for which tenant is responsible (normal wear and tear omitted), may be deducted from the security deposit.
4. Tenant has ten (10) days from the beginning of the lease term to notify landlord of any damages or defects existing prior to tenant's occupancy, and to request a list of physical damages charged to the previous tenants security deposit and to request the opportunity to view photographs maintained by landlord documenting damages and defects from previous tenancy. No deduction shall be made for any damage or defect of which written notification is given within the time stated.
5. The security deposit refund will be mailed to tenant in the form of one check made payable to all tenants who are parties to the lease agreement, unless tenants designate a payee in writing. It is tenant's responsibility to leave a forwarding address at or before the time of checkout. Objections to security deposit deductions must be made in writing to the landlord within 21 days of receipt of the deposit return.
6. **TENANT FEES:**
 - a. Late Fee: Landlord shall have the right to charge tenant a 5% late fee if the recurring monthly rent amount is received after the 3rd day of the month. Fees are to be automatically charged to tenants online Resident Center account and paid immediately. (____ int). A \$50 fee applies to any returned checks and after two bounced checks, personal checks are no longer an acceptable form of rent payment.
 - b. Pet Fee: Tenant agrees to pay a \$250 nonrefundable deposit for any pet prior to their 1st day of the lease term. Tenant will pay additional monthly pet fees in accordance with the monthly payments outlined on page one of the Lease Agreement. (____ int)
 - c. City Fee: Tenants must keep yard area free of trash. Any applicable city fines are charged to tenants. (____ int)
7. **MOVE-IN:** Landlord agrees to deliver and maintain the premises in a fit and habitable condition in accordance with local codes.
 - a. In event prior tenancy results in deterioration of the condition of the premises, tenant hereby agrees to fully cooperate with landlord in the facilitation of any repairs and or cleaning required.
 - b. If tenant believes additional cleaning is needed upon move-in, tenant agrees to request landlord to perform any additional cleaning within 24 hours of obtaining keys.
 - c. Landlord agrees to clean the premises and repair any damages caused by the prior tenant within a reasonable time.
 - d. Landlord does not agree to any form of compensation for repairs or cleaning completed by tenant unless written permission is first given by landlord for the work prior to tenant commencing any such work.
8. No more than 45 days prior, and no less than 30 days prior to move-in, tenant agrees to provide the most recent two pay stubs to the Landlord to prove employment status is consistent with information disclosed in the application. (____ int)
9. Tenant agrees that no improvements or repairs to the premises have been promised unless they are specifically outlined in writing.
10. Any person of legal age who resides in the leased premises must be a signed party to the lease. Tenant may not add new residents without prior written landlord approval. If additional residents are approved, landlord reserves the right to adjust the monthly rent.
11. **DISTURBANCE:** Tenant agrees to maintain a reasonable level of noise at all times of the day and night so as not to disturb or disrupt neighboring houses. Tenant shall fully cooperate with all other tenants in the building to maintain a peaceful

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- atmosphere at all times.
12. **FURNITURE:** Tenant acknowledges that any furniture or appliances owned by landlord shall remain in the premises at all times.
 - a. Any furniture placed on porches, patios or balconies must be appropriate outdoor furniture. Gas & charcoal grills are prohibited on porches/balconies.
 13. **CLEANLINESS:** Tenant shall maintain all interior and exterior areas of the premises in a clean and sanitary condition, free from debris, garbage and physical hazards. Tenant agrees to perform routine cleaning throughout the leased premises on a regular basis. Routine cleaning includes vacuuming any carpet, sweeping and washing floors, scrubbing the tub/shower, scrubbing the toilet and sinks, dusting, washing dishes, discarding and removing trash, and cleaning the interior and exterior of all appliances.
 14. **TRASH:** All trash must be bagged, kept in tightly sealed containers and placed outside for pick-up no sooner than 12 hours before the assigned pick-up day. Trash is to be properly placed by the street for pick-up on the appropriate day of the week. Tenant is responsible for knowing the correct trash pickup day. (int)
 - a. Tenant agrees to follow municipal recycling ordinances with regards to recyclable materials.
 - b. Tenant will be responsible for cleaning/removal charges of \$75 per occurrence for landlord removal of any improperly placed trash.
 - c. Tenant agrees to pay any fines assessed for violation of municipal trash codes in regards to improperly placed trash.
 15. Tenant is not permitted to place trash or personal belongings in any common areas, basements or attics. Landlord cannot and does not guarantee dryness in any basement. Tenant is responsible for purchasing and replacing light bulbs within the premises as necessary and in accordance with law. All light bulbs must be in working order upon vacating the premises.
 16. **PERSONAL PROPERTY:** Landlord shall not be responsible for damage to tenant's personal property by theft, fire, water, sewer backup, mechanical failure, water, or other casualty loss. Tenant is responsible for obtaining renter's insurance to insure personal property from loss. **Renter's insurance is strongly recommended.**
 17. Air conditioners, space heaters, waterbeds, dartboards, or extra refrigerators are not permitted within the premises nor may tenant attach any antennas, satellite dishes or other electrical connections on the building without prior written landlord approval.
 18. Coin-operated laundry machines are provided, tenant agrees to properly use laundry machines. No personal machines are permitted without prior written landlord approval. Landlord will not be responsible for damage to personal property due to laundry machine failure.
 19. Tenant is allowed to use only small nails or tacks to hang pictures. **Poster putty, 2-sided tape and screws are not permitted.** (int)
 20. **DAMAGES:** Whenever damage is caused by the carelessness, misuse, neglect or intentional acts on the part of tenant or tenant's guests or invitees, tenant agrees to pay for the cost of all repairs and labor within 30 days of landlord's demand for payment. **Renter's insurance is strongly recommended.** Physical damage includes but is not limited to:
 - a. Fireplaces on premise of any apartment owned and operated by 43 North Apartments are not to be used and tenant agrees to abide as such. Tenant is hereby liable for any damage that should arise by violating this agreement. (int)
 - b. Painting or wallpapering walls or driving screws, brackets or large nails into walls.
 - c. Fire or water damage, broken doors, cracked windows, holes in walls or screens damage to plumbing fixtures, etc.
 - d. Damage to garbage disposal (if applicable) due to placing improper items down the drain such as bones, glass, grease, coins, utensils, popcorn kernels, paper, tin foil, bottle caps, twist-ties, plastic, gravel, cigarette butts, etc.
 - e. Damage resulting from the plugging of any free flowing drains due to placing of tampons, sanitary napkins or other inappropriate items in toilets or other plumbing fixtures. Damage includes water damage to walls, floors, or ceilings, etc. due to overflow.
 - f. The cost for repair of any damage to the apartment or building will be charged to the tenant at professional rates for supplies and labor. Landlord may require payment at any time, including advance payment for repairs for which tenant is liable.
 - g. Tenant agrees to immediately inform landlord of any hazardous or potentially hazardous condition which may develop or has developed in near or around the leased premises and/or the building which may cause injury to person or damage to property. (int)
 21. When tenant controls the thermostat tenant shall maintain a reasonable amount of heat in cold weather to prevent damage to the plumbing or building. However, tenant shall not set the temperature so as to waste energy and/or create an uncomfortable situation for other residents. If tenant suspects or detects a heating failure, it is the tenant's responsibility to notify landlord immediately.
 22. **Maintenance:** Non-emergency maintenance requests should be made in writing and emailed to the landlord's email address. Emergency requests should be called in to the landlord 608.512.5268.
 23. Landlord provides pest control service if problems with pests arise.
 - a. Tenant shall receive at least 24 hours prior written notice with instructions for preparing the premises for spraying.

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- b. Tenant agrees to fully cooperate with landlord and pest control service and properly prepare the premises as necessary.
 - c. If the premises is not ready and a re-spray is necessary, or management or pest control personnel must prepare the unit for spraying,
 - d. \$50 per hour preparation fee will be assessed to tenant for failure to properly prepare.
24. **SIGNS:** Tenant may not hang, post, display or exhibit banners or signs on the exterior door or the exterior of the building.
25. Landlord reserves the right to post "For Rent" signs on the premises at landlords' sole discretion.
26. **SUBLEASING:** The following terms and conditions apply in regards to subleasing:
- a. Tenant may not assign or sublease this lease without prior landlord approval. Consent shall not be unreasonably withheld.
 - b. Tenant agrees to pay \$250.00 administrative fee to management. This fee is due when the sublet agreement is executed. (____ int)
 - c. The prospective subleases(s) must complete an application and landlord must approve the application. (____ int)
 - d. The sublessor(s) & the landlord must sign the sublet agreement before the sublease becomes a legal amendment. (____ int)
27. Adding/removing tenant names from the lease is permitted with landlord approval prior to lease commencement.
28. Tenant agrees to reimburse landlord for any municipal fines assessed to landlord for tenants' violation of any municipal ordinance.
29. Appropriate window covers such as blinds and curtains must be used to cover windows.
30. **UTILITIES:** When tenant is responsible for payment of utilities, tenant shall notify the utility company regarding connections and discontinuation of utility service and tenant agrees to maintain service concurrent with the lease term.
31. **SMOKING & SMOKE DETECTORS:** Tenant hereby agrees that there shall be no smoking on any premise owned by 43 North Apartments (____ int). Additionally, tenant agrees to test all smoke detectors within the residence monthly to ensure proper working order and shall inform the landlord in writing of any malfunction or necessary maintenance, including the need for a new battery.
32. **SECURITY:** Tenant agrees to keep the premises door locked at all times, except when entering and leaving. Tenant agrees to hold the landlord harmless for the bad acts of third parties.
33. The Dept. of Revenue does not require landlords/agents to complete homestead tax credit forms for tenants. Please keep copies of canceled checks as you feel appropriate.
34. **PARKING:** A parking contract must be entered into between landlord and tenant before parking is allowed on the property.
- a. No vehicles or mopeds may be parked on the lawn or in front of the building at any time without prior landlord approval.
 - b. No inoperative vehicles (including vehicles with flat tires, non-current license plates or abandoned), recreational vehicles, boats, or trailers are permitted on the property at any time. Vehicle repair is prohibited on the property.
 - c. Failure to remove such vehicle, boat or trailer after notice may be deemed a material breach of the lease agreement. There is also a \$10 daily charge from date of notification until such vehicle, boat, or trailer is removed from the property.
 - d. For information pertaining to street parking, please go to <http://www.cityofmadison.com/parkingUtility/>

Tenant Signature	Date
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Landlord Signature	Date