



## LEASE AGREEMENT

This lease of \_\_\_\_\_ (Premises) is entered by and between the Landlord and the Tenant (referred to in the singular whether one or more) on the following terms and conditions:

**LANDLORD:**

AGENT FOR SERVICE OF PROCESS: Palisade Property Management

AGENT FOR COLLECTION OF RENT, MAINTENANCE AND MANAGEMENT: Same

**TENANT:** \_\_\_\_\_

**TERM:** This lease shall begin at noon on \_\_/\_\_/\_\_ and continue to \_\_/\_\_/\_\_ at noon. NOTE: This is a fixed term lease and shall expire without further notice. If tenancy is to continue beyond this lease term, all parties must agree in advance and in writing

**UTILITIES:** Tenant is responsible for the costs associated with telephone, cable T.V., electricity and gas. Tenant agrees to promptly pay any utility bills for which Tenant is responsible. Surcharge for water at \$15/person per month to be paid each month with the rent. Tenant may not cancel utilities during the term of the lease.

**RENT:** Tenant agrees to pay rent of \$\_\_\_\_\_ for the Premises on or before the FIRST day of each month, without demand, payable to the Landlord indicated above and delivered to \_\_\_\_\_. Rent is due on or before the FIRST day of each month regardless of what day the first occurs, including weekends, days our office is closed, breaks or vacations, with no exceptions. If any portion of rent is received after the FIRST day of the month, tenant agrees to pay a late fee equal to 5% of the total monthly rent. **Cash payments will NOT be accepted.** Landlord accepts no responsibility for any cash payment mailed or placed in the drop box. Receipts are not provided for checks or money orders. **ALL TENANTS, IF MORE THAN ONE, ARE JOINTLY AND SEVERALLY LIABLE FOR THE FULL AMOUNT OF ANY PAYMENTS DUE UNDER THIS LEASE.**

**SPECIAL CONDITIONS:** The attached

- ✓ Lease, page 2
- ✓ Chosen not to View Addendum
- ✓ House Rules Addendum
- ✓ Damages and Cost Addendum
- ✓ City of Madison Disclosures
- ✓ Non-Standard Rental Provisions
- ✓ Furniture Addendum
- ✓ Package Authorization Addendum
- ✓ Smoke Detector / Fire Safety Review

are hereby incorporated into this lease agreement.

**Other Special Conditions:** The following rent will be added to the rate listed above for double occupancy: \$175 for the 1<sup>st</sup> additional roommate and \$100 for the second and any additional roommates. Limit of two (2) residents per bedroom not to exceed six (6) residents per Lease Agreement.

All tenants agree to supply notarized guarantees in compliance with all lease terms including the jointly and severally liable provision unless otherwise approved via management in writing prior to the signing of this lease. Guarantees should be provided prior to the commencement of the lease. The lease is still valid without the guarantees.

**OTHER LANDLORD OR TENANT OBLIGATIONS:**

**SECURITY DEPOSIT:** Upon signing this lease, Tenant agrees to pay a security deposit in the amount of \$\_\_\_\_\_ to be held by the Landlord in the Landlord's operating account. Failure to pay security deposit at time of signing does not limit liability or obligations under the lease.

**TIME IS OF THE ESSENCE** as to all provisions set forth in this Lease Agreement and attached addenda. "Time is of the essence" means that a deadline must be strictly followed.

**NOTE: SIGNING THIS LEASE CREATES LEGALLY ENFORCEABLE RIGHTS.**

IN WITNESS WHEREOF, the parties have executed this Lease as of \_\_\_\_\_, \_\_\_\_\_.

**Tenant Signature(s):**

\_\_\_\_\_  
\_\_\_\_\_

**Landlord Signature**

Date: \_\_\_\_\_

LEASE AGREEMENT PAGE 2

**CONTROLLING LAW:** Landlord and Tenant understand their rights and obligations under the lease are subject to and governed by, statutes, rules and ordinances, including Chapter 704, Wisconsin Statutes, Wisconsin Administrative Code Chapter Ag 134, applicable local ordinances, and common law. Both parties shall obey all governmental orders, rules and regulations related to the premises, including local housing codes.

**POSSESSION/ABANDONMENT:** Landlord shall give Tenant possession of the Premises as provided herein. Until the expiration date specified in the lease, and so long as the tenant is not in default, tenant has the right to exclusive use and possession of the premises, except as hereafter provided. Tenant shall vacate the Premises and return all of Landlord's property promptly upon the expiration of this Lease, including any extension or renewal, or its termination in accordance with its terms or the law. If Tenant abandons the Premises before expiration or termination of this lease, its extension or renewal, or if the tenancy is terminated for Tenant's breach of lease, Landlord shall make reasonable efforts to re-rent the Premises and apply any rent received, less cost of re-renting, to Tenant's obligations under this lease. Tenant shall remain liable for any deficiency. 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.

**SOCIAL GATHERING GUESTS:** Tenant shall use the Premises for residential purposes only for Tenant and no party may (1) make or knowingly permit use of the Premises for any unlawful purpose, (2) engage in activities which unduly disturb neighbors or tenants in the building in which the Premises are located, or (3) do, use or keep in or about the Premises anything which would adversely affect coverage under a standard fire and extended insurance policy. Tenant may have guests visiting temporarily in the Premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests is not excessive for the size and facilities of the premises and not to exceed the number of tenant occupants. Tenant shall be liable for any property damage, waste or neglect caused by tenant or tenant's use of the Premises or the building or development in which they are located. Tenant is responsible for the conduct of guests or invitees, and financially responsible for any damages, cleaning costs or other liability that they may cause or create.

**MAINTENANCE:** Landlord, under section 704.07, shall keep the building in which the Premises are located and those portions of the building and equipment under Landlord's control in a reasonable state of repair. Tenant shall fully cooperate with Landlord's performance of maintenance. Tenant agrees to maintain the Premises under Tenant's control in a clean state. Tenant shall not commit waste, neglect the premises, nor damage the Premises during the lease term, normal wear and tear excepted. Tenant shall not, without written approval of Landlord, physically alter or redecorate the Premises, cause any contractor's lien to attach to the Premises, or alter the appearance of the Premises or the property of which it is a part. Landlord shall keep heating equipment in a safe and operable condition. Whichever party is obligated to provide heat for the Premises shall maintain a reasonable level of heating to prevent damage to the Premises and the building in which they are located. Landlord shall give Tenant written notice of the parties' responsibilities regarding the maintenance of smoke detectors required under the rules of the Department of Industry, Labor and Human Relations and each party shall fulfill its responsibility under those rules.

**BREACH/TERMINATION:** Failure of either party to comply substantially with any material provision hereof is a breach of the Lease. Should Tenant neglect or fail to perform and observe any of the terms of the Lease, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the Premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice, Landlord may declare this tenancy terminated and institute action to expel Tenant from the leased Premises without limiting the liability of Tenant for the rent due or to become due under this Lease. If Tenant has been given such notice and has remedied the breach or been permitted to remain in the Premises, and within one year of such previous breach Tenant commits a similar breach, this tenancy may be terminated if, before the breach has been remedied, Landlord gives notice to Tenant to vacate on or before a date at least 14 days after the giving of the notice as provided in sec. 704.17, Wis. Stats. This provision shall apply to any lease term. If Landlord commits a breach, Tenant has rights under Chap. 704, Wis. Stats., including secs. 704.07(4), Wis. Admin. Code Chap. ATCP 134, and local ordinance.

**CODE VIOLATIONS/ADVERSE CONDITIONS:** If the Premises or the building is cited for uncorrected building or housing code violations, or contain conditions adversely affecting habitability (including lack of hot or cold running water, lack of operating plumbing or sewage disposal, unsafe or inadequate heating facilities, no electric service, unsafe electrical system, or hazardous conditions or structure) these are listed under Special Provisions, or a separate addendum to this Lease, and Landlord shall exhibit copies of any uncorrected code notices or orders to Tenant all before this Lease is signed or any deposit is accepted.

**DAMAGE BY CASUALTY:** If the Premises are partially damaged by fire, water, or other casualty, the Premises shall be repaired as soon as reasonably possible by Landlord, and rent abates to the extent the tenant is deprived of the full normal use of the premises. If the damage is so extensive as to render the Premises un-tenantable, the rent shall abate until the repairs are made; or this Lease may be terminated by either Tenant or Landlord and the rent pro-rated to the date of damage unless Landlord proceeds promptly to repair or rebuild the premises. In the event the fire, water, or other casualty is caused by the Tenant, then Tenant agrees to compensate Landlord for all costs incurred as a result of the damage, and rent shall not abate during the period of repair.

**ENTRY:** Tenant agrees to allow Landlord to enter the Premises at reasonable times to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers with 12 hours advance notice, or anytime when Landlord has reason to believe a health or safety emergency exists. Landlord retains the right to enter the Premises without notice for any and all emergency situations. **IT IS UNDERSTOOD THAT A REQUEST FOR MAINTENANCE BY TENANT GIVES LANDLORD PERMISSION TO ENTER THE PREMISES.** Neither party shall add or change locks without providing the other party access to the Premises. Improper denial of access to the Premises is a material breach of the Lease.

**ASSIGNMENT/SUBLEASE/CHANGES:** Tenant shall not assign this Lease or sublet the Premises or any part thereof without the written consent of Landlord, which will not be unreasonably withheld. This lease may be modified by written agreement of Landlord and Tenant.

**PROPERTY**  
**ADDRESS**

**CHOSEN NOT TO VIEW ADDENDUM**

I have been given the opportunity by PROPERTY to view the premises at \_\_\_\_\_ prior to signing the lease agreement. I have chosen not to view the premises before signing the lease agreement and agree to the terms of the lease. I may review the apartment prior to move in as long as I have an appointment at least 2 days prior to my visit to ensure that the current resident may be given a 24 hour notice prior to us entering the apartment.

Apartments will not be shown during the month of August.

**Tenant Signature(s):**

\_\_\_\_\_  
\_\_\_\_\_

**Landlord Signature**

**Date:** \_\_\_\_\_

## PROPERTY

Address

## HOUSE RULES ADDENDUM

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

1. **RENT:** Rent is due on or before the **FIRST** day of the month. Payment may be made via personal check, cashier's check, or money order payable to the landlord named on the lease agreement. Credit cards and debit cards are not accepted forms of payment.

- a. A late fee equal to 5% of the total monthly rent will be imposed if any portion of rent is received after the **FIRST** day of the month. A late fee will be imposed for any month your account has a past or current unpaid rent balance after the **FIRST** day of the month.
- b. If a check is returned for any reason after the rent due date, the rent payment will be considered delinquent and the applicable late fee will apply, in addition to a \$35.00 returned check fee. After two returned checks, personal checks will not be accepted.

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.

- a. The security deposit, less any amounts properly withheld, will be sent to **1<sup>st</sup> listed** 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, or accounting for, 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 properly withheld. The reasonable cost of repairing any waste, neglect or damages for which tenant is responsible, normal wear and tear excepted, may be deducted from the security deposit. Tenant has eight 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 tenant's security deposit. No deduction shall be made for any damage or defect of which written notification is given within the time stated.
- b. The security deposit refund will be mailed to tenant in the form of one check made payable **1<sup>st</sup> listed** tenant on the lease agreement, unless tenants designate a payee in writing. It is tenant's responsibility to leave a forwarding address prior to lease expiration. Objections to security deposit deductions may be made in writing and mailed to the management office within 21 days of receipt of the deposit return.

3. **MOVE-IN:** Landlord agrees to deliver and maintain the premises in a fit and habitable condition in accordance with municipal codes.

- a. In the 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.

4. Tenant agrees and acknowledges that landlord has not promised any improvements or repairs unless they are outlined in writing.

5. Any person of legal age who resides in the apartment must be a signed party to the lease. Tenant may not add new residents without prior written landlord approval.

6. **VIOLATIONS:** Any violation of the Rules and Regulations will result in the following: 1<sup>st</sup>- Written Warning and a \$100 charge. 2<sup>nd</sup>- Written Warning and a \$250 charge. 3<sup>rd</sup>- Written warning and \$500 charge. These fines may be increased at management's discretion and management may elect to evict tenant for any single violation of the Rules and Regulations. Management may also send written notice of lease violations to Guarantors for any violation.

7. **DISTURBANCES:** Tenant 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 houses. Tenant shall fully cooperate with all other tenants in the building in an effort to maintain a peaceful atmosphere at all times.

8. **OVERNIGHT GUESTS:** Tenant is permitted to have overnight guests under the following conditions:

- a. Tenant is responsible for conduct of Guests at all times. Landlord reserves the right to exclude Guests from entering the premise at any time. Tenant failure to comply with such request may result in fines leading up to eviction of Tenant.
- b. No more than two overnight guests per night.
- c. No guest may stay overnight more than three consecutive nights without prior written landlord approval.
- d. Social gatherings/guests shall be confined inside the apartment. Social gatherings may not occur in any common areas of the premise.

9. **COMMON AREAS:** Common areas include the pool, grilling area, 5<sup>th</sup> floor lounge and restroom, 1<sup>st</sup> floor lounge and restroom, laundry rooms, parking garage, cardio room and any other communal spaces including hallways leading to each apartment. Tenant use of Common Areas may not interfere with other Tenant use of the premise. Driveways, sidewalks, entrances and hallways shall remain free of objects which block ingress or egress. Tenant shall not permit any guest to use Common Areas without Tenant being present. Smoking or possessing open alcoholic beverages in Common Areas is prohibited. Landlord reserves the right to prohibit the use of Common Areas to any individual believed to have breached the Rules and Regulations.

TENANT Initials: \_\_\_\_\_ Date: \_\_\_\_\_

HOUSE RULES ADDENDUM PAGE 2

10. Tenant agrees to immediately inform landlord of any hazardous or potentially hazardous condition that may develop or has developed in, near, or around the apartment and/or building that may cause damage to the building.
11. Tenant is allowed to use only small nails or tacks to hang pictures. Poster putty, two-sided tape and screws are not permitted.
12. **BALCONIES AND PATIOS:** Outdoor balconies and terraces adjacent to the building are not a part of this lease agreement. Furniture placed on balconies must be appropriate outdoor furniture and tenant may not store personal items on the balcony. Grills are not permitted on balconies. Landlord reserves the right to remove and discard any items stored in the balcony or terrace that is not permitted.
13. **CLEANLINESS:** Tenant shall maintain 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 but is not limited to vacuuming the carpeting, 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. No air conditioners, portable electric heaters, gas grills, charcoal grills, waterbeds, dartboards, or extra refrigerators are permitted within the premises without prior written landlord approval.
15. **TRASH POLICY:** All garbage must be placed in appropriate containers.
- Recyclable materials (aluminum, glass, tin, cardboard, newspapers) must be placed in the appropriate containers in accordance with local recycling guidelines.
  - Tenant is not allowed to place trash or personal items in any common areas. Landlord is not responsible for any stolen or discarded items belonging to tenant that are left outside the confines of the apartment. Tenant will be assessed trash removal charges at the rate of \$50/item or bag.
16. **PERSONAL PROPERTY/ RENTER'S INSURANCE:** Owner is not responsible for any damage to Resident's personal property. Resident agrees to obtain and provide verification of coverage, from an insurance company licensed to do business in Wisconsin, a policy of renter's insurance to protect Resident's personal property. The policy shall have a minimum limit of liability for bodily injury and property damage of \$100,000. Resident shall maintain such insurance in force during the entire term of the Lease. Failure by Resident to comply with this provision of the Community Policy shall be considered a Default under the Lease.
17. **MAINTENANCE:** Non-emergency maintenance requests should be made within the Maintenance section at [www.palisadeproperty.com](http://www.palisadeproperty.com). Emergency maintenance should be called in to the management office between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, or to the after-hours emergency maintain by calling 608-442-4200 during non-business hours.
18. **PEST CONTROL:** Landlord provides pest control service if problems with pests arise. You could be charged for the service if you are responsible for the infestation.
- Tenant shall receive at least 24 hours prior written notice with instructions for preparing the apartment for spraying.
  - If the apartment is not ready and a re-spray is necessary, or management or pest control personnel must prepare the unit for spraying, a \$50 per hour preparation fee will be assessed to tenant for failure to properly prepare.
19. **SIGNS:** Tenant may not hang, post, display or exhibit banners or signs on the exterior of the building.
20. **LAUNDRY:** Laundry machines are provided in the building. Laundry machine use shall be restricted to the hours between 8:00 a.m. and 10:00 p.m. No personal machines are permitted.
21. **FALSE ALARMS:** In the event a false fire alarm/fire extinguisher discharge is determined to have originated from a specific apartment, tenant will be assessed a fine equal to \$500.00 per occurrence plus damages/repair expenses, in addition to any fine levied by the civil authorities, and will be prosecuted to the fullest extent of the law.
22. **ALCOHOL POLICY:** Kegs and/or barrels of beer are prohibited in the apartment or the building. Tenant will be assessed a fine equal to \$500.00 per occurrence for possessing a keg or barrel of beer in the apartment or building. Smoking and/or consumption of alcohol in the building common areas are prohibited at all times. The decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to quite, orderly living environment is not allowed. Consumption of alcohol must be in compliance with all federal, state and local laws. Any violation of these policies will result in all co-signers being notified.
23. **ITEMS THROWN FROM ANY BALCONY:** Items thrown or accidentally propelled from any balcony, window or other area, to the ground or rooftops below our building will be billed at the rate of \$1000.00 per occurrence plus any fees or penalties enforced by the police department. If there is any violation of this policy, all co-signers will be notified as well as the Chancellors office if residents are UW – Madison students. Balconies may be locked permanently and access denied for the offending apartments.
24. **FURNISHINGS:** Tenant agrees that appliances and furniture owned solely by landlord shall remain in the apartment at all times.
25. Windows and window screens may not be removed.
26. **PET POLICY:** The only pets permitted in the building are fish in a 20-gallon or smaller tank. Any unauthorized pet will result in a \$250 pet charge to tenant, and \$20 per day until removed from the building. This is in no way permission to have a pet, other than fish.
27. Tenant shall maintain a reasonable amount of heat in cold weather to prevent damage to the premises. However, tenant shall not set the temperature so as to waste energy and/or create an uncomfortable situation for other residents. In the event tenant suspects or detects a mechanical heating failure, it is the tenant's responsibility to notify landlord immediately.

TENANT Initials: \_\_\_\_\_ Date: \_\_\_\_\_

28. **SUBLEASING:** The following terms and conditions apply in regards to subleasing:

- a. Tenant may not assign or sublease this lease without prior written landlord approval. There must not be an outstanding balance on apartment account.
- b. Tenant agrees to pay a \$100.00 administrative fee, due when the sublet authorization completed. Tenant responsible for showings, key exchanges. You may not sublet to more people than the original number of people on the lease. Failure to follow this policy results in a \$500 fee.
- c. The prospective sublessee(s) must complete an application, and landlord must approve the application.
- d. All tenants, the sublessee(s), and the landlord must sign the sublet agreement before the sublease becomes a legal amendment.

29. Adding/removing tenant names from the lease is only permitted with landlord written approval and prior to lease commencement.

30. **UTILITIES:** When tenant is responsible for payment of utilities, tenant shall notify the utility company regarding connection and discontinuation of utility service, and tenant agrees to maintain service concurrent with the lease term. **A \$50 fine will be assessed to Tenant for failure to comply with connection and discontinuation of utilities as states above.** Tenant will be liable for any costs resulting from failure to comply with this rule.

31. **SMOKE DETECTORS:** Tenant agrees not to disable or otherwise tamper with smoke detectors or sprinklers in the apartment, and shall inform the landlord in writing of any malfunction or necessary maintenance.

32. The Department 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.

33. The terms "landlord" and "tenant" when used herein shall be taken to mean singular or plural, masculine or feminine, as the case may be, and the provisions of this document shall bind the parties, their agents, their estate, and their assigns.

34. **NOTICE:** You may obtain information about the sex offender registry and persons registered with the registry by contacting Wisconsin's Department of Corrections at <http://offender.doc.state.wi.us/public> or at 1-877-234-0085.

35. **AUTOMOBILE PARKING:** Automobile parking is not included with the lease and is not guaranteed. A separate parking contract must be entered into between landlord and tenant before automobile parking is allowed on the property. City parking permits will not be granted to any tenants of the building. Any apartment with a resident or guest parking without permission or permit will be assessed a \$200.00 fine.

36. **BICYCLE/MOPED PARKING:** Bicycle parking is available in designated areas. Bicycle parking/storage is prohibited in the apartment. Landlord may cut locks & remove/dispose of bicycles or mopeds parked in unauthorized areas at landlord's discretion.

37. Should there be any violation of internet user laws landlord reserves the right to terminate internet use. Theft of cable, satellite, or internet equipment will be billed back to Tenant.

38. **DRUG POLICY:** Tenant agrees to not use, purchase, sell, possess or otherwise distribute controlled substances or drug-related paraphernalia in or about Waterfront Apartments. Doing so will be deemed material violation of lease and good cause for termination of tenancy.

39. **"NOTICE OF DOMESTIC ABUSE PROTECTIONS:** (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:

1. Sought an injunction barring the person from the premises.

2. 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 a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided 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."

(Wis. Stat. 704.14, 2013 Wis. Act 76, Sec.14)

**Tenant Signature(s):**

\_\_\_\_\_

**Landlord Signature**

**Date:** \_\_\_\_\_

**PROPERTY****DAMAGES AND COST ADDENDUM**

Whenever damage is caused by the Tenant or Tenant's guests, Tenant agrees to pay for the cost of all repairs and labor within 30 days of landlord's demand for payment. Labor for damages performed by landlord will be charged back to tenant(s) at \$65 per hour (higher if landlord billed at higher rate for repairs) Physical damage includes, but is not limited to:

- a. Painting or wallpapering walls, or driving screws, brackets, or large nails into walls.
- b. Fire damage, broken doors, cracked windows, holes in walls or screens, damage to plumbing fixtures, etc.
- c. Damage to the garbage disposal 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.
- d. 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.
- e. The cost for repair of any damage to the **apartment** (including fixtures) or **building** (including fixtures) 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. Any delay in landlord's demand for payment does not constitute a waiver.

**All damage costs listed are estimates. The following list includes potential charges that could be assessed to your account.**

**Furniture**

Full Slat Bed frame	\$200
Full Wood Bed Slat	\$25
Full Slat Cap	\$25
Full Mattress	\$300
Twin Slat Bed Frame	\$175
Twin Wood Bed Slat	\$50
Twin Slat Cap	\$25
Twin Mattress	\$250
Dresser	\$225
Desk	\$250
Desk Top	\$75
Desk Chair	\$125
Entertainment Console	\$275
Entertainment Console Top	\$100
Entertainment Console Shelf	\$90
End Table	\$150
End Table Top	\$75
Coffee Table	\$175
Coffee Table Top	\$90
Barstool	\$80
Sofa	\$500
Complete Sofa Cover	\$300
Sofa Chair	\$350
Complete Sofa Cover	\$275

**Cleaning**

Kitchen Appliances	\$20-\$75 each
Kitchen Countertops	\$15-\$30 each
Kitchen Cabinets	\$20-\$40 each
Kitchen Floor	\$10-\$50
Toilet	\$5-\$35
Tub/Shower	\$10-\$75
Misc. Cleaning	\$5-\$50 each
Carpet/ Flooring	\$75-\$175

**Kitchen**

Stove Drip Pans	\$10 each
Refrigerator Door Racks	\$25 each
Refrigerator	\$750
Dishwasher	\$475
Disposal	\$120
Electric Range	\$700
Countertop	\$3000 each
Cabinetry	\$175-\$400 each

**Misc. items**

Toilet Seat	\$40
Towel Bars	\$30
Shower Rod	\$50
Window Blinds	\$45-\$175 each
Window Screens	\$35-\$60 each
Window Glass	\$150-\$500 each
Fire Extinguisher	\$85
Light Fixtures	\$75-\$125
Smoke Detectors	\$40
Entry Door	\$225
Interior Door	\$175
Drywall Repairs	Time + material
Painting	Time + material
Trash Removal	\$50 per item/bag
large Item Removal	\$100 each
Replace Key	\$15 each
Replace FOB	\$40 each
Replace Parking Permit	\$50 each
Labor	\$65 per hour

**Tenant Signature(s):**

\_\_\_\_\_

**Landlord Signature**

**Date:** \_\_\_\_\_

**Smoke Detector Ordinance**

Madison General Ordinance (MGO) 34.907 (3) Maintenance of Smoke Alarms establishes the following requirements for property owners and tenants relative to the maintenance of smoke alarms:

1) The owner of any residential building shall:

a) Install a smoke alarm with two (2) independent power sources consisting of a primary source that uses commercial light and power and a secondary source that consists of a non-rechargeable or rechargeable battery, OR

b) Install a smoke alarm which is powered by a non-replaceable, non-removable battery that is capable of powering the smoke alarm for a minimum of ten years.

c) Replace the battery for a secondary power supply in all smoke alarms each time the lease is renewed or once each year, whichever time period is shorter, or as recommended by the manufacturer.

d) Replace non-operational, damaged, or missing smoke alarms with smoke alarms meeting the requirements of MGO 34.907 (2)(a).

e) Provide all tenants with the manufacturer's maintenance and testing instructions.

f) Upon each new lease and at least once every 12 months for every continuing tenant, provide tenants with fire safety educational materials as prescribed by the Fire Chief. Materials are available at [www.madisonfire.org](http://www.madisonfire.org).

g) Upon each new lease and once every 12 months for every continuing tenant, complete and sign this document as prescribed in MGO 32.907(4).

1) The tenant shall be responsible for:

a) Maintaining and testing, in accordance with the manufacturer's instructions, smoke alarms that are within the dwelling unit during the term of the tenancy.

b) Notifying the owner in writing if a smoke alarm becomes inoperable. The owner shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s). Any smoke alarms which are powered with standard batteries which are found to be inoperable shall be replaced by the owner with smoke alarms meeting the requirements of MGO 34.907 (2)(a).

c) Completing and signing this document as prescribed in MGO 32.06(4).

2) No person, including tenants or occupants, shall tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable – MGO 34.907(3)(e).

3) Where smoke alarms powered solely by commercial light and power have been installed and maintained in accordance with this chapter, such smoke alarms shall continue to be used and maintained in accordance with the manufacturer's instructions.

4) No smoke alarm may remain in service for more than ten years unless the manufacturer specifies a different service life.

ANY PERSON WHO VIOLATES ANY PROVISION OF SEC. 34.907 SHALL BE SUBJECT TO MAXIMUM FORFEITURE OF \$172 FOR THE FIRST VIOLATION AS SPECIFIED IN SEC. 34.01(14)

NO DWELLING UNIT OR PREMISES MAY BE OCCUPIED, USED, OR RENTED WHICH DOES NOT COMPLY WITH THIS ORDINANCE.

TENANT

By signing this I state that I have read this document and understand:

1. That the required alarms are installed and operating in accordance with this section.

2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.

3. My responsibilities for the maintenance and testing of smoke alarms as outlined in MGO 34.42.

4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm

.Revised March 5, 2014

**Family Definition**

(a) A family is an individual, or two (2) or more persons related by blood, marriage, domestic partnership, or legal adoption, living together as a single housekeeping unit in a dwelling unit, including foster children, and up to four (4) roomers, with the following exceptions:

1. Within the SR-C1, SR-C2, SR-C3, TR-C1, TR-C2, TR-C3, TR-C4, TR-R and TR-P residential districts, dwellings that are not owner-occupied are limited to one (1) roomer.

2. In any residence district, a family may consist of two (2) unrelated adults and the minor children of each. Such a family may not include any roomers except where the dwelling unit is owner-occupied. For the purpose of this section, "children" means natural children, grandchildren, legally adopted children, stepchildren, foster children, or a ward as determined in a legal guardianship proceeding.

3. In any district, a family also may consist of up to four (4) unrelated persons who have disabilities/are disabled or handicapped under the Fair Housing Amendment Act (FHAA) or the Americans with Disabilities Act (ADA), are living as a single household because of their disability and require assistance from a caregiver.

4. In any district, up to two (2) personal attendants who provide services for family members or roomers who are disabled or handicapped under the FHAA or ADA and need assistance with the activities of daily living shall be considered part of a family. Such services may include personal care, house-keeping, meal preparation, laundry or companionship.

(b) For the purpose of this definition, an owner-occupied dwelling unit shall mean any dwelling unit where an individual or two or more persons who reside in such unit constitute one hundred percent (100%) of the owners of either the entire fee simple interest or the entire land contract vendee's interest in said dwelling unit. Provided, however, dwelling units occupied by owner-occupants holding less than one hundred percent (100%) interest in the fee simple shall nonetheless be considered owner-occupied for the

purposes of this definition where the remainder of said interest is held by an investor pursuant to a shared equity purchase arrangement and the owner-occupant has continuously resided in said dwelling unit for at least four (4) years;

(c) Absence of any owner from the dwelling unit for health reasons or by virtue of a marital separation or divorce or any temporary absences of any owner from the dwelling unit shall not constitute a reduction in the number of owners who reside in such unit for the purpose of determining whether such unit continues to be owner-occupied.

**Tenant Signature(s):**

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**Landlord Signature**

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**Date:** \_\_\_\_\_



**PROPERTY**

**NON-STANDARD RENTAL PROVISIONS**

Address

Tenant agrees to leave the residence in a clean state and ready for the next occupant at the time of lease expiration. A "clean state" includes, but is not limited to, cleaning all floors and baseboards; wiping the inside and outside of cupboards; cleaning kitchen appliances and countertops; scrubbing bathroom toilets and bathtubs/showers, cleaning all sinks, dusting light fixtures and blinds, and removing all personal items and trash from the residence. If the residence is not clean after tenant vacates, management's employees or an independent cleaning company shall undertake the work, and the costs assessed to the tenant shall be based on actual expense including overhead charges. Tenant is not required to professionally clean carpets, unless there is unusual damage caused by tenant abuse.

**TENANT Initials:** \_\_\_\_\_

All 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 interior windows are broken or damaged, or screens are missing or broken, tenant agrees to pay actual expense including overhead charges..

**TENANT Initials:** \_\_\_\_\_

Lease maturity date and time is of the essence. A penalty of \$200.00 will be assessed if an occupant or occupant's possessions are not completely removed from the premises by the lease maturity date and time. An additional use and occupancy charge of \$25.00 per hour and/or 2-times prorated rent per day will be assessed for each hour tenant remains in occupancy past the lease maturity date and time. In the event the lease does not state a specific time, the maturity time of the lease shall be at noon on the lease maturity date.

**TENANT Initials:** \_\_\_\_\_

Time is of the essence in regards to key return by the tenant. All apartment and other keys must be delivered together to landlord at or before the check-out time. Any keys not returned to landlord at or before the time of check-out, or left in the unit at the time of check out, will result in a re-key charge of \$100.00 for the first lock and \$50.00 for each additional lock. Mailbox re-keys are \$50.00. Individual laundry door or security door keys/cards will be billed at the rate of \$40.00 each.

**TENANT Initials:** \_\_\_\_\_

In the event tenant requests door locks to be re-keyed, tenant agrees to pay \$100.00 for the first lock and \$50.00 for each additional lock.

**TENANT Initials:** \_\_\_\_\_

Tenant agrees that any unpaid late fees, or mitigation costs allowable under Chapter 704, Wis. Stats., such as advertising expenses, in case you breach your lease (or any extension), may be deducted from the deposit.

**TENANT Initials:** \_\_\_\_\_

In the event a personal check is returned unpaid for any reason, tenant agrees to pay a \$35.00 administrative fee. This fee is due at the check is paid with replacement funds.

**TENANT Initials:** \_\_\_\_\_

Tenant agrees to report any problems with the heating system to the landlord immediately. When tenant controls the thermostat on the premises, tenant agrees to maintain a temperature of at least 67 degrees. If the thermostat is found to be turned off or set at temperature below 67 degrees, Tenant will be assessed a \$50.00 fee for each instance. In addition to the \$50.00 charge, tenant will be responsible for all damages on the premise, other residential units and common areas, caused by the heat being insufficient, including but not limited to damages caused by frozen water pipes.

**TENANT Initials:** \_\_\_\_\_

Tenant grants landlord (or landlord's agents) permission to enter the premise at reasonable times when tenant has made a verbal or written maintenance request without giving tenant additional notice.

**TENANT Initials:** \_\_\_\_\_

The parties agree and understand that this is a fixed term lease that shall expire without further notice. The date after which the landlord may seek to enter into an agreement to rent the leased premise to another tenant for subsequent lease periods is the same day at least one tenant has signed this agreement.

**TENANT Initials:** \_\_\_\_\_

In the event tenant desires to sublease, tenant agrees to pay a \$100.00 administrative fee. This fee is due and payable at or before the time the sublet agreement is signed at the management office. If the fee is not paid and the tenant gives keys to another a \$500 flat rate will be charged to the apartment after it is determined that an illegal sublet has taken place.

**TENANT Initials:** \_\_\_\_\_

Tenant agrees not to breach the locked doors of the building by propping open doors or failing to close them after use.

**TENANT Initials:** \_\_\_\_\_

**I HAVE READ THE "NON-STANDARD RENTAL PROVISIONS" AND ACKNOWLEDGE THIS POTENTIAL FINANCIAL LIABILITY.** By initialing, I acknowledge that the Landlord has identified and discussed each provision with me. I understand that any of the above-referenced items may be deducted from my security deposit at the termination of my tenancy if unpaid. If any of the above charges are not deducted from the security deposit, Landlord will send a statement to Tenant, which Tenant agrees to pay upon receipt. These non-standard provisions is fully incorporated into and becomes a part of the Lease between Tenant and Landlord, dated \_\_/\_\_/\_\_.

**Tenant Signature(s):**

\_\_\_\_\_  
\_\_\_\_\_

**Landlord Signature**

**Date:** \_\_\_\_\_

**PROPERTY**

Address

**FURNITURE ADDENDUM**

Tenant acknowledges that the apartment is furnished with the following furniture:

- ✓ One (1) full size bed per occupant (double room occupancy 2 single beds)
- ✓ One (1) Desk and One (1) Desk Chair
- ✓ One (1) couch
- ✓ One (1) sofa chair (3-5 bedrooms only)
- ✓ One (1) barstool per bedroom
- ✓ One (1) TV Stand
- ✓ One (1) coffee table
- ✓ One (1) end table

1. Tenant agrees that the furniture is owned solely by the landlord and shall remain on the premises at all times. In the event any furnishings are not on the premises, or have been damaged by Tenant, replacement cost shall be paid for by Tenant, or deducted from the tenant's security deposit.
2. In the event of damage to any of the above-listed items beyond normal wear and tear, tenant shall be responsible for repair or replacement costs.
3. Tenant may not remove any unwanted furniture from the apartment without landlord's prior written consent.
4. Tenant must request that Landlord remove any unwanted furniture, and Tenant agrees to pay \$50.00 **per item** for removal costs.

**ANY FURNITURE CHANGE REQUESTS THAT ARE NOT RECEIVED BY OUR OFFICE PRIOR TO AUGUST 1<sup>ST</sup> WILL BE BILLED AT \$50 PER OCCURANCE.**

**Tenant Signature(s):**

\_\_\_\_\_  
\_\_\_\_\_

**Landlord Signature**

**Date:**

\_\_\_\_\_

**PACKAGE AUTHORIZATION ADDENDUM**

**PROPERTY**

Address

This form is to authorize delivery services (not limited to UPS, FedEx, USPS, DHL) to leave packages for your apartment in the rental office. The office will only allow packages to be left if this form is on file.

Palisade Property Management LLC is not responsible for any lost or stolen packages.

Waterfront allows packages to be delivered to the office as a convenience to our residents. If an apartment chooses not to sign this form, nothing can be left in the office, regardless of whether a signature is required or not.

By signing below you authorize the delivery service to leave your package(s) in the office. The office is not responsible for your package. It is up to you to pick up your item(s) as soon as possible.

**\*\*If your package is left in the office we may deliver it to your apartment and place it inside the entry door, but please be prompt in retrieving your item(s).**

**Tenant Signature(s):**

\_\_\_\_\_  
\_\_\_\_\_

**Landlord Signature**

**Date:** \_\_\_\_\_

**PROPERTY**

Address

**SWIMMING POOL ADDENDUM**

**Swimming Pool & Pool Area Rules**

**No Lifeguard on duty - USE AT YOUR OWN RISK**

1. All person in gated pool deck area must be wearing valid Waterfront wristband at all times. Resident(s) are required to sign in their guest(s) with Waterfront staff.
2. A parent or adult resident must accompany children under the age of 18.
3. No unaccompanied guests allowed in the pool area.
4. Bathing suits must be worn when using the swimming pool. No cut-offs are allowed.
5. Residents and guests with open sores, skin abrasions or cuts, blisters, colds, inflamed eyes, nose or ear infections, or other illnesses may not enter the swimming pool or pool area.
6. Glass and metal containers are not allowed in the swimming pool or pool area. Items found in violation will be dumped and disposed.
7. Eating and/or chewing gum are prohibited within the swimming pool or pool area.
8. A cleansing shower and footbath must be taken before entering the swimming pool.
9. Lotion and oil must be washed off before entering the swimming pool.
10. Safe conduct is required at all times. No running, diving, flips or pushing. Do not tamper with rescue and swimming pool equipment.
11. The actions of residents and guests may not disturb others in the area.
12. Management is not responsible for the personal property of residents and guests.
13. Management reserves the right to modify pool hours at any time. The swimming pool may be closed at any time at the discretion of management. When you are asked to leave the swimming pool and pool area by management personnel, you must comply at once.
14. Any infraction of these rules may result in the loss of YOUR PERSONAL swimming pool and pool area privileges and can lead to EVICTION.

**Tenant Signature(s):**

\_\_\_\_\_  
\_\_\_\_\_

**Landlord Signature**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**SECURITY DEPOSIT PAYEE DESIGNATION**

**PROPERTY**

Address

We, residents of \_\_\_\_\_ designate the following person to be solely named on the security deposit refund, if any, at the end of our tenancy:

\_\_\_\_\_ (please print)

the address to which is should be mailed is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All tenants signed to the lease must sign and date. We understand that we may change the payee designation at a later time by completing a new form, obtaining all tenant signatures, and submitting it to the landlord.

**Tenant Signature(s):**

\_\_\_\_\_  
\_\_\_\_\_

**Landlord Signature**

\_\_\_\_\_ **Date:** \_\_\_\_\_

**PROPERTY**

Address

**Yearly Review for Fire Safety  
and Your Personal Safety**

As of 8/15/09 all of Palisade Property Management properties have been updated as per Smoke Detector fire code for the City of Madison.

The Smoke Detectors are installed for your safety; absolutely no tampering and/or altering the systems.

Palisade Property Management Staff has inspected your apartment and have found that all your smoke detectors are there and are in working order.

Any missing, altered or broken smoke detectors will be billed back to your apartment.

Attached is a letter from the City of Madison Fire Department.

- No grilling on your balcony – you must be at least 10 feet away from a building to grill
- Palisade Property Does NOT allow grills
- Don't store personal belongings in the hallways of the building
- Don't leave the stove unattended while cooking
- Don't leave burning candles unattended
- Make sure that all cigarettes are properly extinguished

By signing this form acknowledges you have received your yearly review for Fire Safety with PROPERTY. Only one occupant for this apartment needs to sign this form since our leases are all equally and severely responsible.

**Tenant Signature(s):**

\_\_\_\_\_  
\_\_\_\_\_

**Landlord Signature**

**Date:**

\_\_\_\_\_