

NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your Residential Rental Agreement and list the various amounts that your Landlord may assess and withhold from your security deposit.

Tenant(s): _____

Address of Premises: _____
Street City, State, Zip

These Nonstandard Rental Provisions are incorporated into Tenant’s Residential Rental Agreement. If there is any conflict between the terms and conditions of these Nonstandard Rental Provisions and those contained in the Residential Rental Agreement, the terms and conditions of these Nonstandard Rental Provisions shall be controlling.

The term “Tenant” is defined broadly and includes any persons listed on the Residential Rental Agreement, others in the household, guests, invitees, and anyone under their control. The term “Landlord” is also defined broadly and includes, but is not limited to, the owner of the rental property, the property manager of the rental property, and any employees or agents of the owner or property manager.

Note: Landlord may strike (x) any provisions that are not applicable and/or add any additional provisions as needed.

1. _____ 1 **LATE FEE:** A late fee of \$ 50.00 will be charged as set forth in the Residential Rental Agreement on all late rental
2 payments. These amounts may be deducted from Tenant’s security deposit.
2. _____ 3 **RETURNED CHECK AND/OR STOP PAYMENT FEE:** If any payment by Tenant is returned unpaid due to insufficient funds or
4 for any other reason, Tenant will be responsible for the actual costs incurred by Landlord resulting from the returned payment.
5 These amounts may be deducted from Tenant’s security deposit.
3. _____ 6 **GARBAGE AND/OR TRASH REMOVAL:** If Tenant leaves garbage or trash anywhere on the rental property including, but
7 not limited to, the hallway, outside of the Premises, or in any common area of the building or grounds not designated for
8 the deposit of garbage or trash, Tenant will be responsible for the actual costs incurred by Landlord to remove and properly
9 dispose of any garbage or trash. If Landlord performs the work, Tenant will be responsible for the time Landlord spends
10 to remove and properly dispose of any garbage or trash at a rate of \$ _____ per hour per person plus the cost of any
11 materials. These amounts may be deducted from Tenant’s security deposit.
4. _____ 12 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** If Tenant fails to separate and deposit recyclables in the appropriate
13 containers as required by law or local ordinance, Tenant will be responsible for the actual costs incurred by Landlord to
14 separate and deposit recyclables in the appropriate containers including, but not limited to, any fines imposed and collected
15 by a municipality. If Landlord performs the work, Tenant will be responsible for the time Landlord spends to separate and
16 deposit recyclables in the appropriate containers at a rate of \$ _____ per hour per person plus the cost of any materials.
17 These amounts may be deducted from Tenant’s security deposit.
5. _____ 18 **PARKING:** If Tenant parks his/her vehicle anywhere other than the designated area or space as set forth in the Residential
19 Rental Agreement or other rental document, Tenant will be responsible for the actual costs incurred by Landlord to move,
20 ticket, and/or tow the vehicle including, but not limited to, any fines imposed and collected by a municipality. If Landlord
21 performs the work, Tenant will be responsible for the time Landlord spends moving, ticketing, and/or towing the vehicle at a
22 rate of \$ 100.00 per hour per person plus the cost of any materials. These amounts may be deducted from Tenant’s security
23 deposit.
6. _____ 24 **FAILURE TO PERMIT ACCESS TO THE PREMISES:** If Tenant fails to permit access to the Premises after Landlord has
25 complied with all notice requirements set forth in Wis. Stat. § 704.05 and Wis. Admin. Code § ATPC 134.09, Tenant will be
26 responsible for the actual costs incurred by Landlord because of Tenant’s failure to allow access to the Premises. These
27 amounts may be deducted from Tenant’s security deposit.
7. _____ 28 **RETURN OF KEYS, GARAGE DOOR OPENER, AND/OR SIMILAR ENTRY DEVICES:** If Tenant fails to return all keys that
29 were provided to Tenant including, but not limited to, mailbox, laundry, and storage keys, as well as any garage door openers
30 and/or similar entry devices, Tenant will be responsible for the actual costs incurred by Landlord to replace those items. These
31 amounts may be deducted from Tenant’s security deposit.
8. _____ 32 **DAMAGE, WASTE, OR NEGLECT:** If Tenant causes any damage, waste, or neglect to the Premises or the rental property,
33 that is not the result of Landlord’s negligent acts or omissions, Tenant will be responsible for the actual costs incurred by
34 Landlord to repair or replace the damage, waste, or neglect. If Landlord performs the work, Tenant will be responsible for the
35 time Landlord spends to repair or replace the damage, waste, or neglect at a rate of \$ 50.00 per hour per person plus the
36 cost of any materials. These amounts may be deducted from Tenant’s security deposit.
9. _____ 37 **MODIFICATIONS TO THE PREMISES:** If Tenant makes any modifications to the Premises or rental property without the prior
38 written permission of Landlord, Tenant will be responsible for the actual costs incurred by Landlord to return the Premises or
39 rental property to its original condition. If Landlord performs the work, Tenant will be responsible for the time Landlord spends
40 to return the Premises or rental property to its original condition at a rate of \$ 50.00 per hour per person plus the cost of
41 materials. These amounts may be deducted from Tenant’s security deposit.

10. _____ 42 **REMOVAL OF ABANDONED PROPERTY:** If Tenant fails to remove any personal property from the Premises or rental
43 property, abandons any personal property, or if any of Tenant's personal property is left in the Premises or rental property
44 after the execution of a Writ of Restitution, Tenant will be responsible for the actual costs incurred by Landlord to remove
45 and dispose of Tenant's personal property from the Premises or rental property including, but not limited to, pick-up fees,
46 disposal fees, and/or dumpster costs. If Landlord performs the work, Tenant will be responsible for the time Landlord spends
11. _____ 47 to remove and dispose of Tenant's personal property from the Premises or rental property at a rate of **\$50.00** per hour per
48 person plus the cost of materials, in addition to the fees and costs referenced above. These amounts may be deducted from
49 Tenant's security deposit. This provision does not authorize Landlord to withhold any amounts from Tenant's security deposit
50 for Sheriff's fees and/or moving company's fees incurred as part of the execution of the Writ of Restitution.
51 **RE-RENTAL COSTS:** If Tenant vacates the Premises without giving proper notice or is removed from the Premises for failure
52 to pay rent or any other breach of the Residential Rental Agreement, Tenant will be responsible for all charges permitted under
53 Wis. Stat. § 704.29 including, but not limited to, any costs incurred to re-rent the Premises for Tenant and all utilities for which
54 Tenant is responsible through the end of the rental term, subject to Landlord's duty to mitigate Tenant's damages. These
55 amounts may be deducted from Tenant's security deposit.
12. _____ 56 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If Tenant remains in possession of the Premises without
57 the consent of Landlord after expiration of the lease, termination of tenancy by notice given by either Landlord or Tenant, or
58 after termination by valid agreement of the parties, Tenant will be responsible for the actual costs incurred by Landlord for
59 the time Tenant improperly remained in possession of the Premises. In absence of proof of greater damages, Landlord shall
60 recover minimum damages of twice the rental value apportioned on a daily basis for the time Tenant improperly remained in
13. _____ 61 possession of the Premises. Should Tenant's hold over result in the loss of any portion of rent by Landlord, Tenant shall be
62 responsible for that lost rent. These amounts may be deducted from Tenant's security deposit.
63 **RENTAL PROMOTION OR CONCESSION:** If Tenant vacates the Premises, is evicted prior to the end of the lease, or if
64 Tenant's tenancy is terminated for failure to pay rent or any other breach of the Residential Rental Agreement, Tenant will
65 be responsible for reimbursing Landlord for any rental promotion or concession received. All rental promotion or concession
66 amounts will be treated as unpaid rent and will immediately become due and payable by Tenant. These amounts may be
67 deducted from Tenant's security deposit.
14. _____ 68 _____
69 _____
70 _____
15. _____ 71 _____
72 _____
73 _____
16. _____ 74 _____
75 _____
76 _____
77 Tenant acknowledges that Landlord or Landlord's agent has specifically identified each Nonstandard Rental Provision to Tenant
78 prior to entering into the Residential Rental Agreement.

79 **Date:** _____ *Tenant Signature*
80 _____ *Owner/Agent of Owner Signature* _____ *Tenant Signature*
81 _____ *Tenant Signature*
82 _____ *Tenant Signature*

83 **When To Use:** A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenant's security
84 deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service owed by tenant
85 that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant that was provided by a
86 government-owned utility, to the extent that the landlord becomes liable for tenant's nonpayment; (e) unpaid monthly municipal permit fees
87 assessed against the tenant by a local unit of government under Wis. Stat. § 66.0435(3), to the extent that the landlord becomes liable for
88 the tenant's nonpayment. The landlord shall specifically identify each provision with the tenant prior to entering into a rental agreement with
89 the tenant. When tenant initials each nonstandard rental provision and tenant signs at the end of document, it will be rebuttably presumed
90 that the landlord has specifically identified the provision with the tenant and that the tenant has agreed to it.
91 Wis. Stat. § 704.28(2).