

SOCEKA PROPERTIES

% Jack Soceka
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WHAT TO DO

Please sign and return:

1. Lease agreement
2. Pet addendum
3. Guest addendum
4. Anti-drug addendum
5. Smoke and carbon monoxide detector form
6. Lead paint disclosure
7. Timely payment of rent
8. Non-standard lease provisions Wisconsin
9. House Rules
10. Rental Agreement Notice
11. Insurance

Please also acknowledge receipt of:

1. Appropriate municipal trash rules (Madison, Stoughton, Christiana)
2. Check-in sheet
3. Tenants rights and responsibilities in the state of Wisconsin
4. Tenant & Landlords Rights and Responsibilities (Madison) (Can download from our website)
5. Lead paint booklet (Can download from our website)
6. Mastering Mold (Dane County Public Health)

- I/We acknowledge receipt of all the forms listed above.
- Co-signer's guarantee form: required (check one)
- Co-signer's guarantee form: not required (check one)
- Note: The following forms are missing:

_____	_____
Tenant	Date
_____	_____
Tenant	Date
_____	_____
Tenant	Date

PET AGREEMENT

This Pet Agreement is entered into this _____ day of _____, 20____, by and Between: _____ (Landlord), and _____ (Residents),

residing in the Premises located at _____

In consideration of their mutual promises, Landlord and Residents agree as follows: No Pets ____ Initials

a. Description of Pet: The Lease covering the Premises provides that no pets are permitted on or about the Premises without Landlord's prior written consent. Residents are hereby permitted to have only the following described Pet(s), subject to the terms and conditions of this Pet Agreement:

Name of Pet: _____ Type of animal: _____

License #: _____

Name of Pet: _____ Type of animal: _____

License #: _____

No other animal (including any offspring) shall be permitted by Residents in the Premises at any time.

No "pet-sitting" of other pets is allowed.

b. Residents agree to abide by the following rules:

1- Nuisance. The Pet may not cause any damage to the interior or exterior premises or grounds. Nor may the Pet cause any discomfort, annoyance, or nuisance to any other resident or neighbor.

2- Sanitary and Damage Problems. All dogs and cats must be housebroken. The Pet may not be fed or given water, or allowed to urinate, defecate, dig or scratch on any unprotected surface inside the dwelling unit. Residents shall immediately remove and properly dispose of all pet waste on the grounds. Pets may not be attached to downspouts or downspout extenders.

3- Compliance with Laws. Residents agree to comply with all applicable governmental laws and regulations concerning animals. Dogs identified as "aggressive breeds" by insurance standards are not permitted.

4- Pet Fee. Dogs - \$25 per month. Cats - \$15 per month.

Landlord's remedies for violations

1- Removal of Pet by Residents. If, in Landlord's sole judgment, any rule or provision of this Pet Agreement is violated by Residents or their guests, Residents will receive a 5 day notice for violation. If violation remains unresolved or upon subsequent violation Residents shall immediately and permanently remove the Pet from the premises upon written notice from Landlord.

2- Removal of Pet by Property Landlord. If, in Landlord's sole judgment, Residents have abandoned the Pet, left the pet for any extended period without food or water, failed to care for pet if it is sick, left pet unattended in violation of acceptable local standards or case law, or if pet has presented a threat to any person, then Landlord may, upon 1 days prior written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry of the Premises, contact a humane society or local authority to have said pet removed. Landlord shall not be liable for loss, harm, sickness, or death of the Pet unless due to Landlord's negligence. Landlord has no lien on the Pet for any purposes, but Residents shall pay for reasonable care and kenneling charges if the Pet is removed in accordance with this paragraph.

3- Cleaning and repairs. Residents shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item.

4- Injuries. Residents shall be strictly liable for the entire amount of any injury to any person or property caused by the Pet, and shall indemnify Landlord for all costs of litigation and attorney's fees resulting from same.

5- Move-out. After Residents vacate the Premises, residents shall reimburse Landlord for any reasonable and necessary cost of de-fleaing, deodorizing, or cleaning service needed to protect future residents from possible health hazards.

6- "No pets" remedies. Should Tenant obtain a pet or pets after the date of checking "No Pets" or obtain an additional pet (including any offspring) without Landlord's written permission or without renewing this form, it is agreed that Tenant will incur a \$250 penalty due within 7 days from the time of discovery of the unapproved pet.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord: _____ Date: _____

GUEST RULES

(See lines 122 through 129 back side of standard lease)

Tenant may have guests residing temporarily in the premises if their presence does not interfere with the quiet enjoyment of other occupants, and if the number of guests does not result in an excessive number of people occupying the Premises.

"Excessive" is defined as any number of total people in the living unit in excess of the following:

<u>Efficiency</u>	<u>One bedroom</u>	<u>Two bedroom</u>	<u>Three bedroom</u>
2 persons	2 persons	4 persons	6 persons

No guest may remain for more than 2 weeks in a calendar year without written consent of the Landlord which will not be unreasonably withheld. Tenant shall be liable for any property damage, waste, or neglect caused by negligence or improper use of the premises or the building or development in which they are located by Tenant or Tenant's guests and invitees.

Any person occupying in the living unit for more than 14 days in a calendar year shall complete an application form and present it to the Landlord and submit to a routine credit inquiry and police report. The Landlord shall have the right to approve or disapprove residency to guests of the Tenant.

Additional rent of \$25 per person per month shall be paid by the Tenant for persons who are not on the lease but who occupy the apartment for more than 14 days per calendar year.

Date: _____

Date: _____

Tenant

Landlord

Tenant

Tenant

SMOKE AND CARBON MONOXIDE DETECTORS

1 This Notice is given with respect to the residential lease, rental contract or tenancy with respect to the Premises at _____
2 _____
3 _____ (state address and apartment/unit/room number).

Smoke kills more people in residential fires than the flames. Smoke alarms detect the presence of smoke even before you can see it or smell it, especially when flames might not be in your line of sight.

4 **SMOKE DETECTORS:** The building owner (Landlord) shall install functional smoke detectors in the Premises and in
5 any common areas, as required by law. If the occupant of such Premises (Tenant), or any government inspector, gives
6 written notice to Landlord that a smoke detector is not functional, Landlord shall provide, within 5 days after receipt of
7 the notice, any maintenance necessary to make that smoke detector functional.

8 **Tenant Responsibilities:** Tenant shall maintain the smoke detectors in the Premises. Upon discovery that a smoke
9 detector in the Premises requires maintenance, Tenant agrees to immediately either provide any maintenance
10 necessary to make that smoke detector functional or provide Landlord with written notice regarding the required
11 maintenance.

Carbon monoxide is a gas created by incomplete burning of fuels. Carbon monoxide is colorless, odorless and tasteless, but highly toxic. It can build up over time, with unrecognized symptoms such as headaches, nausea, disorientation, or irritability eventually building to unconsciousness and fatal poisoning. Carbon monoxide alarms warn of the gas before it reaches dangerous levels. Examples of some carbon monoxide sources are garages, heaters, fireplaces, furnaces, appliances or cooking sources using coal, wood, oil, kerosene, or other fuels. Electric appliances are not carbon monoxide sources.

12 **CARBON MONOXIDE DETECTORS:** The building owner (Landlord) shall install functional carbon monoxide (CO)
13 detectors in the Premises and in any common areas, as required by law. Any CO detectors in the Premises shall be
14 maintained by Landlord if the Premises is in a building with three or more units. If the occupant of such Premises
15 (Tenant), or any government inspector, gives written notice to Landlord that a CO detector is not functional or has been
16 removed, the Landlord shall repair or replace the nonfunctional or missing CO detector within 5 days after receipt of the
17 notice.

18 **Tenant Responsibilities: Premises in One- or Two-Family Dwelling:** Tenant shall maintain the CO detectors in the
19 Premises. Upon discovery that a CO detector in the Premises requires maintenance, Tenant agrees to immediately
20 either provide any maintenance necessary to make that CO detector functional or provide Landlord with written notice
21 regarding the required maintenance.

22 **Tenant Responsibilities: Premises in a Building with Three or More Units:** Upon discovery that a CO detector in the
23 Premises is not functional or has been removed, Tenant agrees to immediately provide Landlord with written notice
24 regarding the non-functioning or missing CO detector.

25 **READING/UNDERSTANDING:** By signing and dating below, each Tenant acknowledges they have received and
26 carefully read this Notice.

27 (X) _____
28 Tenant's Signature ▲ Print Name Here ► Date ▲

29 (X) _____
30 Tenant's Signature ▲ Print Name Here ► Date ▲

31 (X) _____
32 Tenant's Signature ▲ Print Name Here ► Date ▲

33 (X) _____
34 Tenant's Signature ▲ Print Name Here ► Date ▲

35 (X) _____
36 Landlord/Agent's Signature ▲ Print Name Here ► Date ▲



EXCERPTS FROM SMOKE AND CARBON MONOXIDE DETECTOR STATUTES

37 Smoke Detectors for Residential Buildings with Three or More Residential Units – Wis. Stat. § 101.145 Smoke detectors.

38 **(2) APPROVAL.** A smoke detector required under this section shall be approved by Underwriters Laboratories, Inc.

39 **(3) INSTALLATION AND MAINTENANCE.** (a) The owner of a residential building shall install any smoke detector required under this section according
40 to the directions and specifications of the manufacturer of the smoke detector.

41 (b) The owner of a residential building shall maintain any such smoke detector that is located in a common area of that residential building.

42 (c) The occupant of a unit in a residential building shall maintain any smoke detector in that unit, except that if an occupant who is not an owner,
43 or a state, county, city, village or town officer, agent or employee charged under statute or municipal ordinance with powers or duties involving
44 inspection of real or personal property, gives written notice to the owner that a smoke detector in the unit is not functional the owner shall provide,
45 within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.

46 **(4) REQUIREMENT.** The owner of a residential building the initial construction of which is commenced before, on or after May 23, 1978, shall
47 install and maintain a functional smoke detector in the basement and at the head of any stairway on each floor level of the building and shall install
48 a functional smoke detector either in each sleeping area of each unit or elsewhere in the unit within 6 feet of each sleeping area and not in a
49 kitchen.

50 Smoke Detectors for One – and Two – Family Dwellings – Wis. Stat. § 101.645 Smoke detectors.

51 **(2) APPROVAL AND INSTALLATION.** A smoke detector required under this section shall be approved and installed as required under s. 101.145(2) and
52 (3)(a).

53 **(3) REQUIREMENT.** The owner of a dwelling shall install a functional smoke detector in the basement of the dwelling and on each floor level except
54 the attic or storage area of each dwelling unit. The occupant of such a dwelling unit shall maintain any smoke detector in that unit, except that if
55 any occupant who is not the owner, or any state, county, city, village or town officer, agent or employee charged under statute or municipal
56 ordinance with powers or duties involving inspection of real or personal property, gives written notice to the owner that the smoke detector is not
57 functional the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that smoke detector functional.

**58 Carbon Monoxide Detectors for Residential Buildings with Three or More Residential Units – Wis. Stat. § 101.149 Carbon
59 monoxide detectors.**

60 **(2) INSTALLATION REQUIREMENTS.** (a) Except as provided in par. (b), the owner of a residential building shall install a carbon monoxide detector in
61 all of the following places not later than the date specified under par. (c):

62 1. In the basement of the building if the basement has a fuel-burning appliance.

63 2. Within 15 feet of each sleeping area of a unit that has a fuel-burning appliance.

64 3. Within 15 feet of each sleeping area of a unit that is immediately adjacent to a unit that has a fuel-burning appliance.

65 4. In each room that has a fuel-burning appliance and that is not used as a sleeping area. A carbon monoxide detector shall be installed under this
66 subdivision not more than 75 feet from the fuel-burning appliance.

67 5. In each hallway leading from a unit that has a fuel-burning appliance, in a location that is within 75 feet from the unit, except that, if there is no
68 electrical outlet within this distance, the owner shall place the carbon monoxide detector at the closest available electrical outlet in the hallway.

69 (b) If a unit is not part of a multiunit building, the owner of the residential building need not install more than one carbon monoxide detector in the
70 unit.

71 **(3) MAINTENANCE REQUIREMENTS.** (a) The owner of a residential building shall reasonably maintain every carbon monoxide detector in the
72 residential building in the manner specified in the instructions for the carbon monoxide detector.

73 (b) An occupant of a unit in a residential building may give the owner of the residential building written notice that a carbon monoxide detector in
74 the residential building is not functional or has been removed by a person other than the occupant. The owner of the residential building shall
75 repair or replace the nonfunctional or missing carbon monoxide detector within 5 days after receipt of the notice.

76 **(4) TAMPERING PROHIBITED.** No person may tamper with, remove, destroy, disconnect, or remove batteries from an installed carbon monoxide
77 detector, except in the course of inspection, maintenance, or replacement of the detector.

78 **(5) EXCEPTIONS.** Subsections (2) and (3) do not apply to the owner of a residential building if the residential building does not have an attached
79 garage and any of the following applies:

80 (a) The residential building does not have any fuel-burning appliances.

81 (b) All of the fuel-burning appliances in the residential building have sealed combustion units that are covered by the manufacturer's warranty
82 against defects.

83 (c) All of the fuel-burning appliances in the residential building have sealed combustion units that are inspected as provided in the rules
84 promulgated by the department under sub. (6) (b) or in the rules promulgated by the department of health services under s. 254.74 (1) (am).

85 Carbon Monoxide Detectors for One – and Two – Family Dwellings – Wis. Stat. § 101.647 Carbon monoxide detectors.

86 **(2) INSTALLATION AND SAFETY CERTIFICATION.** The owner of a dwelling shall install any carbon monoxide detector required under this section
87 according to the directions and specifications of the manufacturer of the carbon monoxide detector. A carbon monoxide detector required under
88 this section shall bear an Underwriters Laboratories, Inc., listing mark and may be a device that is combined with a smoke detector.

89 **(3) REQUIREMENTS.** (a) The owner of a dwelling shall install a functional carbon monoxide detector in the basement of the dwelling and on each
90 floor level except the attic, garage, or storage area of each dwelling unit. A carbon monoxide detector wired to the dwelling's electrical wiring
91 system shall have a backup battery power supply. Except as provided under par. (b), the occupant of the dwelling unit shall maintain any carbon
92 monoxide detector in that unit. This paragraph does not apply to the owner of a dwelling that has no attached garage, no fireplace, and no
93 fuel-burning appliance.

94 (b) If any occupant who is not the owner of a dwelling, or any person authorized by state law or by city, village, town, or county ordinance or
95 resolution to exercise powers or duties involving inspection of real or personal property, gives written notice to the owner that the carbon
96 monoxide detector is not functional, the owner shall provide, within 5 days after receipt of that notice, any maintenance necessary to make that
97 carbon monoxide detector functional.

LEAD PAINT DISCLOSURE

PROPERTY LOCATED AT:

NOTICE: Federal law now requires now requires the following disclosure from owners of all "target" housing in the United States. Target housing is housing built prior to 1978.

LEAD WARNING STATEMENT:

Every purchaser of any interest (including leasehold) in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The owner of residential real property is required to provide the renter with with any information on lead-based paint hazards from risk assessment reports or inspection reports in the owner's possession and notify the renter of any known lead-based paint hazards. A risk assessment or inspection is recommended prior to occupancy if small children will occupy unit.

OWNER'S DISCLOSURE:

Owner (referred to in the singular whether one or more) hereby represents that Owner has no knowledge of any lead based paint or lead based paint hazards (collectively referred to as LBP) present in or on the property except:

Lead based paint is likely to be present under layers of new paint due to the age of the building but no LBP hazards (i.e. peeling, flaking LBP) are known to the owner at the time of this disclosure

Owner hereby confirms that owner has provided Tenant with the following records and reports which compromise all of the reports and records available to Seller pertaining to lead-based paint hazards (LBP) in and on the property:

None known

CERTIFICATION:

The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information provided by them is true and accurate.

(Owner's signature) Date

(Tenant's signature) Date

(Tenant's signature) Date

(Tenant's signature) Date

ADDENDUM TO LEASE

TIMELY PAYMENT OF RENT

I the Tenant understand that:

1. RENT is due and payable on the 1st of every month.
2. ALL the rent is due on the 1st and not just "my share" if I have roommates. "My share" applies if I have a dormitory or a rooming house contract but not if I have a house or apartment lease.
3. A LATE FEE may be imposed by the Landlord after the 5th of the month to encourage payment of rent on the 1st of the month.
4. My Landlord will typically spend 80% to 90% of my rent money on just the mortgage and property taxes each month.
5. My LANDLORD has to pay a LATE FEE of 5% of the mortgage and tax payment to the lending institution each month if HIS payment is late.
6. My landlord is not a banker or finance company that lends me rent money. My landlord is not a social service worker that "works with me" to figure out a way to pay my bills.
7. If I do not pay my rent it takes 10 days to 3 weeks to get to court for an eviction trial and 1 day to 2 weeks for the eviction process to be completed and have the sheriff seize my belongings and put me out of the property.

I have read and understand the above statements.

Tenant

Tenant

Tenant

Tenant



NONSTANDARD RENTAL PROVISIONS

Tenant must initial or sign each relevant provision. Landlord should sign at the bottom of this form.

1 Tenant must initial or sign each relevant paragraph regarding the rental agreement for: _____
2 _____ ("Premises").

3 **UTILITIES PAYMENT UPON SURRENDER**

4 In the event Tenant is responsible for payment of municipal utilities, Tenant agrees to pay said utilities in a timely
5 manner, prior to any penalties being assessed, and to present a paid "final" receipt to Landlord. In the event Tenant
6 does not pay said bills in a timely manner, or does not present a final receipt, when Tenant vacates the Premises,
7 Landlord may, at its option, contact the utility provider, obtain the balance and pay the amount due. Tenant specifically
8 agrees to reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$20.00 for each utility
9 provider Landlord must contact to obtain the balance and pay the amount due. Tenant specifically authorizes Landlord
10 to deduct any such amounts and charges from Tenant's security deposit.

11 Tenant Initials or Signature(s): _____
▲ Date

12 **PET DAMAGE**

13 Tenant acknowledges Tenant is not authorized to have a pet on the Premises. In the event a pet enters the Premises at
14 any time, for any length of time during the tenancy, costs to repair soiled carpets (removal of urine and feces stains and
15 odor) and pest extermination (e.g. fleas) expenses are considered Tenant damage, waste or neglect of the Premises,
16 beyond normal wear and tear. Tenant agrees to pay costs of said carpet repair and/or exterminating, and specifically
17 authorizes Landlord to deduct charges for same from Tenant's security deposit if Tenant does not pay before Tenant
18 vacates the Premises and the security deposit is returned. Nothing herein shall be construed as an authorization for
19 Tenant to keep a pet on the Premises without written permission.

20 Tenant Initials or Signature(s): _____
▲ Date

21 **AUTHORIZATION TO ENTER FOR REPAIRS**

22 In the event Tenant requests maintenance or repair services inside the Premises, without specifying that Landlord must
23 contact Tenant before performing such repairs or maintenance and without specifying a proposed time for maintenance
24 or repair personnel to enter the unit, Tenant's request for such repairs or maintenance shall automatically be considered
25 authorization for Landlord or its designated contractors to enter the Premises without further notice to Tenant as follows:

26 — CHECK LINE 27 OR 29 AND COMPLETE AS APPLICABLE —

27 Landlord's maintenance and repair personnel may enter the Premises during reasonable business hours, and
28 within a reasonable time from when the repairs or maintenance are requested.

29 _____
30 _____

31 Tenant Initials or Signature(s): _____
▲ Date

32 **OTHER** Specify: 1. Should rent be postmarked or personally delivered after the 5th
33 of the month a late fee of \$25 will be imposed. 2. If a pet is present in the
34 building a pet fee of \$15 per month per cat and \$25 per month per dog will be
35 added to the rent. A signed up-to-date pet agreement and permission of the
36 Landlord is required to have a pet. No baby or juvenile pets are ever permitted
37 and no aggressive breeds as defined by Landlord's insurance company are
38 permitted.

39 _____
40 _____

41 Tenant Initials or Signature(s): _____
▲ Date

42 **LANDLORD:** _____
▲ Date

Drafted By Attorney Debra Peterson Conrad
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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

43 Wis. Stat. § 704.28 Withholding from and return of security deposits.

44 (2) **NONSTANDARD RENTAL PROVISIONS.** Except as provided in sub. (3), a rental agreement may include one or
 45 more nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for
 46 reasons not specified in sub. (1) (a) to (e). Any such nonstandard rental provisions shall be provided to the tenant in a
 47 separate written document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify
 48 each nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If
 49 the tenant signs his or her name, or writes his or her initials, by a nonstandard rental provision, it is rebuttably presumed
 50 that the landlord has specifically identified the nonstandard rental provision with the tenant and that the tenant has
 51 agreed to it.

52 (3) **NORMAL WEAR AND TEAR.** This section does not authorize a landlord to withhold any amount from a security
 53 deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held
 54 responsible under applicable law.

55 (4) **TIMING FOR RETURN.** A landlord shall deliver or mail to a tenant the full amount of any security deposit paid by
 56 the tenant, less any amounts that may be withheld under subs. (1) and (2), within 21 days after any of the following:

57 (a) If the tenant vacates the premises on the termination date of the rental agreement, the date on which the rental
 58 agreement terminates.

59 (b) If the tenant vacates the premises or is evicted before the termination date of the rental agreement, the date on
 60 which the tenant's rental agreement terminates or, if the landlord re-rents the premises before the tenant's rental
 61 agreement terminates, the date on which the new tenant's tenancy begins.

62 (c) If the tenant vacates the premises or is evicted after the termination date of the rental agreement, the date on which
 63 the landlord learns that the tenant has vacated the premises or has been removed from the premises
 64 under s. 799.45(2).

65 Wis. Admin. Code § ATCP 134.09 Prohibited practices.

66 (2) **UNAUTHORIZED ENTRY.** (a) Except as provided under par. (b) or (c), no landlord may do any of the following:

67 1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to
 68 prospective tenants or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time
 69 reasonably required to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers.

70 2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means
 71 at least 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter
 72 time period.

73 (b) Paragraph (a) does not apply to an entry if any of the following applies:

74 1. The tenant, knowing the proposed time of entry, requests or consents in advance to the entry.

75 2. A health or safety emergency exists.

76 3. The tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from
 77 damage.

78 (c) A rental agreement may include a nonstandard rental provision authorizing a landlord to enter a tenant's dwelling
 79 unit at reasonable times, under circumstances not authorized under par. (a) or (b). The landlord shall include the
 80 nonstandard provision, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which
 81 the landlord provides to the tenant. The landlord shall specifically identify and discuss the nonstandard provision with
 82 the tenant before the tenant enters into any rental agreement with the landlord. If the tenant signs or initials the
 83 nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed that
 84 nonstandard provision with the tenant, and that the tenant has agreed to it.

85 Note: The separate written document under par. (b) may be pre-printed.

86 (d) No landlord may enter a dwelling unit during tenancy without first announcing his or her presence to persons who
 87 may be present in the dwelling unit, and identifying himself or herself upon request.

88 Note: For example, a landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is
 89 present in the dwelling unit, the landlord must then identify himself or herself upon request.

90 (4) CONFISCATING PERSONAL PROPERTY.

91 (a) No landlord may seize or hold a tenant's personal property, or prevent the tenant from taking possession of the
 92 tenant's personal property, except as authorized under s. 704.05(5), Stats., or a written lien agreement between the
 93 landlord and tenant.

94 (b) A lien agreement under par. (a), if any, shall be executed in writing at the time of the initial rental agreement. The
 95 landlord shall include the lien agreement in a separate written document entitled "NONSTANDARD RENTAL
 96 PROVISIONS" which the landlord provides to the tenant. The landlord shall specifically identify and discuss the lien
 97 agreement with the tenant before the tenant enters into any rental agreement with the landlord. The lien agreement is
 98 not effective unless signed or initialed by the tenant.

99 Wis. Stat. § 704.11 Lien of landlord.

100 Except as provided in ss. 704.90 and 779.43 or by express agreement of the parties, the landlord has no right to a lien
 101 on the property of the tenant; the common-law right of a landlord to distrain for rent is abolished.

SOCEKA PROPERTIES
2976 Triverton Pike Dr
Madison, WI 53711
608-278-8802

HOUSE RULES 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. RENT:** Rent is due on or before the **FIRST** day of the month. Payment may be made via cash, 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 of the \$20 will be imposed if any portion of rent is received after the **FIFTH** day of the month. A late fee will be imposed for any month your account has an unpaid rent balance after the **FIRST** day of the month.
 - b. If a personal check is returned unpaid for any reason, the rent payment will be considered delinquent and the applicable late fee will apply, in addition to a \$10.00 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, if greater than one-half month's rent, will earn simple interest at the rate established by the State of Wisconsin, calculated from the day the deposit is paid until the deposit is accounted for at termination of the tenancy. The interest will be accounted for in writing within 21 days after surrender of the rental premises.
 - b. The security deposit, less any amounts properly withheld, 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, 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, and to request the opportunity to view photographs maintained by the 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.
 - c. 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 may be made in writing or in person 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 that no improvements or repairs to the premises have been promised unless they are specifically outlined in writing.
5. 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.
- 6. 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 apartments or houses. Tenant shall fully cooperate with all other tenants in the building to maintain a peaceful atmosphere at all times.
- 7. FURNITURE:** Tenant acknowledges that any furniture or appliances owned by landlord shall remain in the premises at all times.
8. Any furniture placed on porches, patios, or balconies must be appropriate outdoor furniture. Gas and charcoal grills are prohibited on porches and balconies.
- 9. 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.
- 10. 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, or inside dumpsters provided on the property, whichever is applicable. Tenant is responsible for knowing the correct trash pick-up day.
 - 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.
11. Tenant is not permitted to place trash or personal belongings in any common areas, basements, or attics. Landlord is not responsible for tenant belongings kept outside the confines of the leased premises. Landlord cannot and does not guarantee dryness in any basement.
12. 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.
- 13. PERSONAL PROPERTY:** Landlord shall not be responsible for damage to tenant's personal property by theft, fire, water, sewer backup, mechanical failure, weather, or other casualty loss, except when caused by the negligent acts or omissions of the landlord. Tenant is responsible for obtaining renter's insurance to insure personal property from loss. **The purchase of renters insurance is strongly recommended.**

14. 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.
15. Where laundry machines are provided, tenant agrees to properly use laundry machines. Use is restricted to the hours between 8:00 am. and 10:00 p.m. No personal machines are permitted without prior written landlord approval.
16. Tenant is allowed to use only small nails or tacks to hang pictures. Poster putty, two-sided tape, and screws are not permitted.
- 17. 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:
- Painting or wallpapering walls, or driving screws, brackets, or large nails into walls.
 - Fire or water damage, broken doors, cracked windows, holes in walls or screens, damage to plumbing fixtures, etc.
 - Damage to the 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.
 - 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.
 - 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.
18. 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 persons or damage to property.
19. 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 mechanical heating failure, it is tenant's responsibility to notify landlord immediately.
- 20. MAINTENANCE:** Non-emergency maintenance requests should be made in writing and mailed or delivered to the office. Emergency requests should be called in to the office (278-8802) between the hours of 7:30 a.m. and 9:00 p.m
21. Landlord provides pest control service if problems with pests arise.
- Tenant shall receive at least 24 hours prior written notice with instructions for preparing the premises for spraying.
 - Tenant agrees to fully cooperate with landlord and pest control service, and properly prepare the premises as necessary.
 - If the premises is not ready and a re-spray is necessary, or management or pest control personnel must prepare the unit for spraying, a \$35 per hour preparation fee will be assessed to tenant for failure to properly prepare.
- 22. SIGNS:** Tenant may not hang, post, display or exhibit banners or signs on the exterior door or the exterior of the building.
23. Landlord reserves the right to post "For Rent" signs on the premises at landlord's sole discretion.
- 24. SUBLEASING:** The following terms and conditions apply in regards to subleasing:
- Tenant may not assign or sublease this lease without prior landlord approval. Consent shall not be unreasonably withheld.
 - Tenant agrees to reimburse Landlord for actual expenses incurred by the Landlord to re-lease the living unit.
 - The prospective sublessor(s) must complete an application, and landlord must approve the application.
 - All tenants, the sublessor(s), and the landlord must sign the sublet agreement before the sublease becomes a legal amendment.
25. Adding/removing tenant names from the lease is permitted with landlord approval prior to lease commencement.
26. Tenant agrees to reimburse landlord for any municipal fines assessed to landlord for tenant's violation of any municipal ordinance.
27. Appropriate window coverings, such as blinds and curtains, must be used to cover windows.
- 28. 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.
- 29. SMOKE DETECTORS:** 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.
30. The Dept. of Revenue does not require landlords/agents to complete homestead tax credit forms for tenants. Please keep your receipts and/or copies of canceled checks as you feel appropriate.
31. 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, their successors and assigns.
- 32. NOTICE:** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin's Department of Corrections at <http://offender.doc.state.wi.us/public> or at 1-877-234-0085.
- 33. SNOW REMOVAL AND LAWN CUTTING:** Tenants living in single family houses must keep walks and driveway free and clear of snow and ice and must keep lawn mowed. Tenants living in 2 unit buildings are to share said duties with the tenant in the other unit of the building. The Landlord will be responsible for maintenance of bushes. Any fines resulting from failure to remove snow and ice or to keep lawn cut will be charged to the tenants of the building.
- 34. LOCKS:** Locks are not to be changed by the tenant. All locks are in a master key system made by a locksmith so that keys can be cut for the tenant if needed by code. All costs incurred by the Landlord to gain access and rekey locks changed by the tenant shall be the responsibility of the tenant.
- 35. PARKING:**
- 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.
 - 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.

_____	_____	_____	_____
Tenant	Date	Tenant	Date
_____	_____	_____	_____
Tenant	Date	Landlord	Date

RENTAL AGREEMENT NOTICE

1 This Notice is given on _____, by _____ (Landlord)
2 to _____ (Tenant(s)),
3 with respect to the Premises at _____.

4 **PERSONAL PROPERTY LEFT BEHIND BY TENANT**

5 Unless otherwise agreed to in writing, if Tenant removes from the Premises or is evicted from the Premises and leaves personal
6 property behind, Landlord may presume that Tenant has abandoned the personal property. Landlord will not store personal property
7 abandoned by Tenant and may dispose of it in any manner deemed appropriate by Landlord. If the personal property is prescription
8 medication or prescription medical equipment, Landlord shall hold the property for 7 days from the date on which Landlord discovers
9 the property. After that time, Landlord may dispose of this property in the manner that Landlord determines is appropriate, but shall
10 promptly return the property to Tenant if Landlord receives a request for its return before disposing of it [per Wis. Stat. § 704.05(5)(am)].
11 If the abandoned property is a manufactured home, mobile home or titled vehicle (includes automobiles), Landlord must give notice,
12 personally or by regular or certified mail, to Tenant and any secured party known to Landlord of Landlord's intent to dispose of the
13 property by sale or other appropriate means [per Wis. Stat. § 704.05(5)(b)].

14 **NOTICE OF DOMESTIC ABUSE PROTECTIONS**

15 (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
16 prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the
17 eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

- 18 (a) A person who was not the tenant's invited guest.
- 19 (b) A person who was the tenant's invited guest, but the tenant has done either of the following:
 - 20 1. Sought an injunction barring the person from the premises.
 - 21 2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the
22 tenant has not subsequently invited the person to be the tenant's guest.

23 (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in
24 certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should
25 contact a local victim service provider or law enforcement agency.

26 (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
27 instances.

28 **SEX OFFENDER NOTICE:** You may obtain information about the Sex Offender Registry and persons registered with the Registry by
29 contacting the Wisconsin Department of Corrections on the Internet at <http://offender.doc.state.wi.us/public/> or by phone at 608-240-
30 5830.

31 **NOTICE GIVEN BY LANDLORD:**

32 Copy given to Tenant _____ [state name(s)]
33 using personal delivery email fax mail [CHECK AS APPLICABLE]

34 Landlord's/Agent's Signature: _____ Date: _____

35 ■ **READING/UNDERSTANDING:** By signing and dating below, Tenant acknowledges they have received and read this Notice.

36 (x) _____ Date ▲
37 Tenant's Signature ▲ Print Name Here ▶

38 (x) _____ Date ▲
39 Tenant's Signature ▲ Print Name Here ▶

40 (x) _____ Date ▲
41 Tenant's Signature ▲ Print Name Here ▶

42 (x) _____ Date ▲
43 Tenant's Signature ▲ Print Name Here ▶

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

ADDENDUM TO LEASE

INSURANCE

I the Tenant understand that:

- 1. The Landlord has insured the property against perils like hail, wind and fire.
- 2. The Landlord is insured for liability
- 3. The Tenant is NOT insured for ANYTHING under the Landlord's policy.
- 4. The Landlord strongly urges that the Tenant obtain Renter's insurance to protect him/her against any losses the tenant may incur as a result of perils or on account of actions by other tenants in the building.
- 5. The Landlord has to insure the property for replacement in case of loss which is hundreds of thousands of dollars. The Tenant only has to buy insurance for the value of the Tenant's goods which is probably less than \$25,000. The cost of this insurance is probably \$90 to \$140 per year depending on how much insurance you want and where you buy it.

The Landlord's insurance agent is: Brian Ruchti
Badger Insurance
6629 University Ave, Middleton, WI 53562
(608) 831-3797

I have read and understand the above statements.

Tenant

Tenant

Tenant

Tenant