

<h2 style="margin: 0;">NONSTANDARD RENTAL PROVISIONS</h2>	<p>The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your Landlord may assess and withhold from your security deposit.</p>
-----------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Name of Tenant(s): \_\_\_\_\_

Address of Premises: \_\_\_\_\_  
(Street) (City, State, Zip)

**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 \$ \_\_\_\_\_ will be charged as set forth in the rental agreement upon all late rental  
2 payments. These fees may be deducted from Tenant's security deposit.
2. \_\_\_\_\_ 3 **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by Tenant is returned unpaid due to insufficient  
4 funds or for any other reason, Tenant will be charged a fee of \$ \_\_\_\_\_ per occurrence. If Landlord incurs  
5 any other costs or fees as a result of Tenant's payment being returned due to insufficient funds or for any other  
6 reason, Tenant will also be charged the actual costs incurred by Landlord as a result. These fees and costs may  
7 be deducted from Tenant's security deposit.
3. \_\_\_\_\_ 8 **GARBAGE/TRASH REMOVAL:** If Tenant leaves garbage or trash in hallway, outside of door of unit, or in any  
9 other common area of building or grounds which is not designated for the deposit of garbage or trash, Tenant will  
10 be charged a fee of \$ \_\_\_\_\_ plus the actual costs incurred by Landlord to remove the garbage or trash. These  
11 fees and costs may be deducted from Tenant's security deposit.
4. \_\_\_\_\_ 12 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the Tenant's responsibility to separate all recyclable  
13 materials and deposit them in appropriate containers as required by law or local ordinance. If Tenant fails to  
14 separate recyclable materials and deposit them in the appropriate containers, Tenant will be charged a fee of  
15 \$ \_\_\_\_\_ for each occurrence plus the actual costs incurred by Landlord to properly dispose of the recyclables.  
16 These fees and costs may be deducted from Tenant's security deposit.
5. \_\_\_\_\_ 17 **LAWN MOWING/SNOW REMOVAL:** If Tenant fails to mow the lawn and/or remove snow from sidewalks or other  
18 designated areas within a reasonable time period, Tenant will be charged a fee of \$ \_\_\_\_\_ plus the actual costs  
19 incurred by Landlord to complete the above. Tenant will also be responsible for payment of any municipal fines  
20 or other costs imposed on Landlord due to Tenant's failure to comply with law or local ordinances regarding lawn  
21 mowing and/or snow removal. These fees and costs may be deducted from Tenant's security deposit.
6. \_\_\_\_\_ 22 **PARKING:** Tenant may park his/her vehicle in the designated area or space as set forth in the rental agreement.  
23 If Tenant parks his/her vehicle anywhere other than the designated area or space Tenant will be charged a fee  
24 of \$ \_\_\_\_\_ for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and vehicles  
25 in the process of being repaired may not be kept on the Premises and the above-mentioned fee will also be charged  
26 to Tenant for each day that this rule is not followed. Tenant must ensure that all visitors follow the rules or risk being  
27 charged the above-mentioned fees. These fees may be deducted from Tenant's security deposit.
7. \_\_\_\_\_ 28 **FAILURE TO PERMIT ACCESS TO UNIT:** If Tenant fails to permit access to unit after Landlord has properly  
29 complied with all notice provisions set forth in Wis. Stat. ch. 704 and Wis. Admin. Code § ATCP 134, Tenant will  
30 be charged a fee of \$ \_\_\_\_\_ for each occurrence. Tenant will also be charged for any damages and/or costs  
31 incurred by Landlord as a result of Tenant's failure to allow access to unit. These fees and costs may be deducted  
32 from Tenant's security deposit.
8. \_\_\_\_\_ 33 **RETURN OF KEYS/GARAGE DOOR OPENER:** If Tenant fails to return all keys including, but not limited to,  
34 mailbox, laundry, and storage keys, as well as garage door openers upon vacating, Tenant will be charged  
35 a fee of \$ \_\_\_\_\_. These fees may be deducted from Tenant's security deposit.
9. \_\_\_\_\_ 36 **DAMAGE, WASTE OR NEGLECT:** Tenant is responsible for any damage, waste or neglect to the Premises  
37 including, but not limited to, the building, grounds upon which the building sits, rental unit, and any common  
38 areas. The Premises should be left in the same condition that it was received less any normal wear and tear.  
39 If there is any damage, waste or neglect to the Premises, Tenant will be responsible for all costs incurred by  
40 Landlord to remedy the damage, waste or neglect or, if Landlord performs the work, Tenant will be responsible  
41 for the time Landlord spent to remedy the damage, waste or neglect at a rate of \$ \_\_\_\_\_ per hour plus the  
42 costs of any materials. These fees and costs may be deducted from Tenant's security deposit.

10. \_\_\_\_\_ 43 **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the prior written  
44 consent of Landlord. If Tenant makes modifications to unit without the prior written consent of Landlord then  
45 Tenant will be charged the actual costs to return the unit to its original condition. These costs may be deducted  
46 from Tenant’s security deposit.

11. \_\_\_\_\_ 47 **REMOVAL OF ABANDONED PROPERTY:** If Tenant leaves behind any personal property after vacating or if  
48 Tenant’s personal property is removed by the Sheriff and/or a moving company pursuant to an eviction, Tenant  
49 will be charged the actual costs incurred by Landlord to remove and/or dispose of Tenant’s personal property.  
50 These fees and costs may be deducted from Tenant’s security deposit.

12. \_\_\_\_\_ 51 **RE-RENTAL COSTS:** If Tenant vacates the unit without proper notice or is removed from the property for failure  
52 to pay rent or any other breach of rental agreement, Tenant will be responsible for all charges permitted under  
53 Wis. Stat. § 704.29 including, but not limited to, all costs incurred to re-rent the vacated unit and all utilities for  
54 which Tenant is responsible through the end of the term of the rental agreement, subject to Landlord’s duty to  
55 mitigate. These charges may be deducted from Tenant’s security deposit.

13. \_\_\_\_\_ 56 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If Tenant remains in possession of the premises  
57 without the consent of Landlord after expiration of lease or termination of tenancy by notice given by either  
58 Landlord or Tenant, or after termination by valid agreement of the parties, Tenant shall be liable for any damages  
59 suffered by Landlord because of Tenant’s failure to vacate within the time required. In absence of proof of greater  
60 damages, Landlord shall recover as minimum damages twice the rental value apportioned on a daily basis for the  
61 time Tenant remains in possession. Should Tenant’s hold over result in the loss of any portion of rent by Landlord,  
62 Tenant shall be responsible for any lost rent. These charges may be deducted from Tenant’s security deposit.

14. \_\_\_\_\_ 63 **RENTAL PROMOTION/CONCESSION:** If Tenant vacates the rental unit prior to the end of the rental term, is  
64 evicted prior to the end of the rental term, or if Tenant’s tenancy is terminated for any reason prior to the end  
65 of the rental term, Tenant will forfeit any rent promotion/concession received. Any forfeited rent promotion/  
66 concession will be treated as unpaid rent and will immediately become due and payable by Tenant. Any forfeited  
67 rent promotion/concession may be deducted from Tenant’s security deposit.

15. \_\_\_\_\_ 68 \_\_\_\_\_  
69 \_\_\_\_\_  
70 \_\_\_\_\_

16. \_\_\_\_\_ 71 \_\_\_\_\_  
72 \_\_\_\_\_  
73 \_\_\_\_\_

74 Tenant acknowledges that Landlord or Landlord’s agent has specifically identified each nonstandard rental  
75 provision with Tenant prior to entering into a rental agreement.

76 Date: \_\_\_\_\_ \_\_\_\_\_  
*Tenant Signature*  
77 \_\_\_\_\_ \_\_\_\_\_  
*Tenant Signature*  
78 \_\_\_\_\_ \_\_\_\_\_  
*Tenant Signature*  
79 \_\_\_\_\_ \_\_\_\_\_  
*Tenant Signature*

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