This NON-STANDARD RENTAL PROVISIONS 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 the tenant.

1. **HOLD HARMLESS:** Landlord shall not be liable, and tenant hereby waives all claims against landlord for any damage to any property or any injury to any person in or about the Premises related to this lease agreement by or from any cause whatsoever. Tenant shall protect, indemnify and hold the landlord entities harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Premises to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of tenant, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the tenant in or about the Premises or from transactions of the tenant concerning the Premises; (c) tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Premises or its occupancy; or (d) any breach or default on the part of tenant in the performance of any covenant or agreement on the part of the tenant to be performed pursuant to this Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability accruing prior to such termination. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
2. **Security Deposit:**  The security deposit shall be equal to one month’s rent unless otherwise agreed in writing. Tenant may not use the security deposit as payment of any month’s rent without prior written landlord approval.
3. The security deposit will earn no interest. The security deposit, less any amounts withheld for damages (as defined throughout this lease), will be sent to tenant’s last known address within 21 days after tenant surrenders the premises. Surrender shall include written notification of vacating the premises and return of landlord’s property held by tenant, including keys. If any portion of the deposit is withheld, landlord will provide an accompanying itemized statement specifically describing any damage and accounting for any amount withheld. The reasonable cost of repairs, any waste, neglect, or damage for which tenant is responsible (normal wear and tear omitted), may be deducted from the security deposit.
4. Tenant has ten (10) days from the beginning of the lease term to notify landlord of any damages or defects existing prior to tenant's occupancy, and to request a list of physical damages charged to the previous tenants’ security deposit and to request the opportunity to view photographs maintained by landlord documenting damages and defects from previous tenancy. No deduction shall be made for any damage or defect of which written notification is given within the time stated.
5. The security deposit refund, if any, will be written out and mailed to the tenant designated below. The designated person will be responsible for forwarding any information to the other tenants. If no person is designated below, or if the person designated below fails to leave a forwarding address with the landlord, the Landlord will, at its sole discretion, have the right to choose one leaseholder for the check to be returned to. This person will also receive all move-in information prior to commencement of the lease. It is tenant’s responsibility to leave a forwarding address at or before the time of checkout. Objections to security deposit deductions must be made in writing to the landlord within 21 days of receipt of the deposit return.

DESIGNATED PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_int)

1. **MISC. TENANT FEES:**
	1. Late Fee: Landlord shall have the right to charge tenant a 5% late fee if the recurring monthly rent amount is received after the 3rd day of the month. Fees are to be automatically charged to tenants online Resident Center account and paid immediately. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int). A $50 fee applies to any reversed online rent payments via the tenant’s online resident center and after two reversed payments, said fee increases to $150 per occurrence.
	2. Pet Fee: Tenant agrees to pay a $250 nonrefundable deposit for any pet prior to their 1st day of the lease term. Tenants will pay additional monthly pet fees in accordance with the monthly payments outlined on page one of the Lease Agreement. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	3. City Fee: Tenants must keep yard area free of trash. Any applicable city fines are charged to tenants. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	4. Key Replacement/Lock Out Fee: If tenant loses and/or damages an apartment key, mail key, laundry key, entrance key and a replacement is required, tenant agrees to pay a $100 fee (per key) for each replacement occurrence. If a key is not present at the time of move out, a $250 fee applies. Should a key replacement be needed after hours, or a tenant needs access to the building, the tenant agrees to pay a $150 fee, plus the fees outlined above. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
2. **MOVE-IN:** Landlord agrees to deliver and maintain the premises in a fit and habitable condition in accordance with local codes. However, the tenant agrees to accept the premise in AS-IS condition. No representations are made regarding painting, cleaning, carpet replacement or any other condition that are not specifically covered in the lease or this addendum. Carpets are provided in an “as-is” condition only and are in fit and habitable condition. Landlord makes no warranties to the condition of the carpet, including, but not limited to, stains and/or cigarette burns. Make sure to note any such items in your check-in report.
	1. 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.
	2. Landlord agrees to clean the premises and repair any damages caused by the prior tenant within a reasonable time.
	3. 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.
3. No more than 45 days prior, and no less than 30 days prior to move-in, tenant agrees to provide the most recent two pay stubs to the Landlord to prove employment status is consistent with information disclosed in the application. (\_\_\_\_\_\_ int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
4. The 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 at their sole discretion.
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 houses. Tenants shall fully cooperate with all other tenants in the building to maintain a peaceful atmosphere at all times.
	1. If a tenant receives a second noise complaint, a $100 fee will be applied to tenant’s online Resident Center. If a third is received, a $250 fee will apply. $250 for each complaint thereafter. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
7. **FURNITURE:** Tenant acknowledges that any furniture or appliances owned by landlord shall remain in the premises at all times.
	1. Any furniture placed on porches, patios or balconies must be appropriate outdoor furniture. Gas & charcoal grills are prohibited on porches/balconies.
8. **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. The 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 skinks, dusting, washing dishes, discarding, and removing trash, and cleaning the interior and exterior of all appliances.
9. **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. The tenant is responsible for knowing the correct trash pickup day. (\_\_\_\_\_\_ int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	1. Tenants agree to follow municipal recycling ordinances with regards to recyclable materials.
	2. Tenant will be responsible for cleaning/removal charges of $150 per occurrence for landlord removal of any improperly placed trash.
	3. Tenant agrees to pay any fines assessed for violation of municipal trash codes in regard to improperly placed trash.
10. Tenants are not permitted to place trash or personal belongings in any common areas, basements, or attics. Landlord cannot and does not guarantee dryness in any basement and is not responsible for any property damage in said locations. The 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.
11. **PERSONAL PROPERTY:** Landlord shall not be responsible for damage to tenant’s personal property by theft, fire, water, sewer backup, mechanical failure, water, or other casualty loss. Tenant is responsible for obtaining renter’s insurance to insure personal property from loss. **Renter's insurance is required and is the responsibility of the tenant to obtain adequate insurance coverage.**
12. 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.
	1. Air conditioners may be approved at the discretion of 43 North Apartments. Upon approval, air conditioners must be installed by 43 North Apartments maintenance staff and a fee of $150 will apply per installation.
	2. A $50 per month fee applies while the AC unit is installed in the window, as 43 North Apartments cannot validate when the AC unit is on/off.
	3. 43 North Apartments does not guarantee the functionality of any pre-existing AC units that are installed within the premises. Tenant hereby accepts and acknowledges the condition of the pre-existing unit , if any.
13. Coin-operated laundry machines are provided, tenant agrees to properly use laundry machines. No personal machines are permitted without prior written landlord approval. Landlord will not be responsible for damage to personal property due to laundry machine failure.
14. Tenants are allowed to use only small nails or tacks to hang pictures. **Poster putty, 2-sided tape and screws are not permitted.** (\_\_\_\_\_\_ int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
15. **DAMAGES:**  Whenever damage is caused by 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 required and is the responsibility of the tenant to obtain adequate insurance coverage.** Physical damage includes but is not limited to:
	1. Fireplaces on premises of any apartment owned and operated by 43 North Apartments ARE NOT TO BE USED and tenant agrees to abide as such. The tenant is hereby liable for any damage that should arise by violating this agreement. (\_\_\_\_\_\_ int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	2. Painting or wallpapering walls or driving screws, brackets, or large nails into walls.
	3. Fire or water damage, broken doors, cracked windows, holes in walls or screens damage to plumbing fixtures, etc.
	4. Damage to garbage disposal (if applicable) due to placing improper items down the drain such as bones, glass, grease, coins, utensils, popcorn kernels, paper, tin foil, bottle caps, twist-ties, plastic, gravel, cigarette butts, etc.
	5. 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. All sinks and drains will be free flowing at the time of move in and are expected to be in the same condition upon moving out. If a drain becomes clogged due to the neglect of the tenant, the maintenance fees outlined below will apply to each occurrence.
	6. Damage to windows, storm windows, window blinds (including but not limited to cracked glass panes, damaged windowsills, missing storm windows, improper function of opening or closing of windows, missing window blind panes, etc.) will be charged back to the tenant for the cost of repair outlined below.
	7. 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, plus 20% to reimburse 43 North Apartments for project coordination. Landlord may require payment at any time, including advance payment for repairs for which tenant is liable.
	8. Tenant agrees to immediately inform landlord of any hazardous or potentially hazardous condition which may develop or has developed in near or around the leased premises and/or the building which may cause injury to person or damage to property. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
16. When the tenant controls the thermostat, the tenant shall maintain a reasonable amount of heat in cold weather to prevent damage to the plumbing or building. However, tenants shall not set the temperature so as to waste energy and/or create an uncomfortable situation for other residents. If tenant suspects or detects a heating failure, it is the tenant’s responsibility to notify landlord immediately.
17. It is expected that all windows on the premises will remain closed during the winter months. Any damage incurred due to the neglect of a window being left open is the sole responsibility of the tenant. 43 North Apartments reserves the right to issue a $25 fee for each occurrence of a window being left open during the winter months (November – March).
18. **MAINTENACE**: Non-emergency maintenance requests should be made in writing and entered via your online resident center “maintenance” portal. Emergency requests should be called in to our office at 608-218-4568.
19. Landlord provides pest control service if problems with pests arise.
	1. Tenants shall receive at least 24 hours prior written notice with instructions for preparing the premises for spraying.
	2. Tenant agrees to fully cooperate with landlord and pest control service and properly prepare the premises as necessary.
	3. If the premises is not ready and a re-spray is necessary, or management or pest control personnel must prepare the unit for spraying,
	4. A $50 per hour preparation fee will be assessed to tenant for failure to properly prepare.
20. The replacement of fuses and/or tripped breakers is the responsibility of the tenant after the first visit by 43 North Apartments. Should 43 North Apartments require a maintenance tech to make a site visit, time and materials will be billed to the tenant’s online Resident Center based on fees below. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
21. If maintenance work is deemed necessary and is not considered standard wear and tear, tenant will be subject to the following maintenance fee structure:
	1. Maintenance items will be billed as follows:
		1. Standard maintenance: $50 trip charge, $60 per hour, plus a 20% mark-up to compensate 43 North Apartments for the coordination required to fix such an issue. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
		2. Non-Emergency, after hours: A $100 trip charge, $75 per hour, plus a 20% mark-up to compensate 43 North Apartments for the coordination required to fix such an issue.

Only heat, light, water, and other true emergencies will be handled at no charge to the resident after hours (if deemed to not be caused by tenant). We strongly recommend the purchase of a quality plunger for basic toilet clogs.

1. **SIGNS:** Tenant may not hang, post, display or exhibit banners or signs on the exterior door or the exterior of the building. A $150 fee will be issued if a tenant is deemed to be in violation. A $10/day fee will apply moving forward for each day the banner/sign remains intact.
2. Landlord reserves the right to post “For Rent” signs on the premises at landlords’ sole discretion.
3. **SUBLEASING & LEASE TERMINATION:** The following terms and conditions apply in regard to subleasing and requesting to terminate a lease agreement with 43 North Apartments. Please note, Tenant may not assign, Airbnb, sublease, or terminate this lease agreement without prior landlord approval. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	1. Tenant agrees to pay an amount equal to one month’s rent as an administrative fee to management when subleasing the premise. This fee is due when the sublet agreement is executed between the tenant, subtenant, and 43 North Apartments. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	2. Tenant remains 100% liable for original lease agreement when subletting a premise. As such, tenant’s security deposit shall remain on file through the original lease term and act as a deposit for the incoming subtenant.
	3. Tenants can elect to have 43 North Apartments advertise the sublet opportunity on our website and Apartments.com for an additional, one-time fee, of $50. The tenant also agrees to pay 43 North Apartments $35 for each showing hosted by our staff in relation to the apartment sublet. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	4. The prospective subleases(s) must complete an application and landlord must approve the application. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	5. The sublessor(s) & the landlord must sign the sublet agreement before the sublease becomes a legal amendment. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
4. If tenant should choose to terminate a lease agreement and has received prior written consent from landlord, tenant agrees to pay 43 North Apartments an amount equal to three months of total rent. This amount shall be calculated based on the inclusion of base rent, pet fees, parking fees, etc. in the monthly total. The total monthly amount shall then be multiplied by three to determine the official lease termination fee. This fee is due when the lease termination agreement is executed between the tenant and 43 North Apartments, and the said agreement shall not be effective until funds are received. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
5. Adding/removing tenant names from the lease is permitted with landlord approval prior to lease commencement.
6. Tenant agrees to reimburse landlord for any municipal fines assessed to landlord for tenants’ violation of any municipal ordinance.
7. Appropriate window covers such as blinds and curtains must be used to cover windows.
8. **UTILITIES:** When tenant is responsible for payment of utilities, tenant shall notify the utility company regarding connections and discontinuation of utility service and tenant agrees to maintain service concurrent with the lease term. Tenant shall be responsible for any fees that should arise by failure to provide sufficient notice to utility provider. All utilities shall be coordinated through Madison Gas and Electric.
9. 43 North Apartments partners with ResTech to provide our tenants with internet services. Tenant agrees to pay $40 per month for 500 MBPS internet service. This is a mandatory fee and other providers cannot be used on the premises (some properties may not be eligible for this service, please consult your lease rent fees).
	1. Residents must leave all ResTech internet equipment on the premises at the time of departure. Items include a black modem box, power cable and ethernet cord. Should these items be mistakenly removed, tenant shall occur a $125 security deposit deduction.
10. **SMOKING & SMOKE DETECTORS:** Tenant hereby agrees that there shall be no smoking on any premises owned by 43 North Apartments (\_\_\_\_\_\_int) (\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int). Additionally, tenant agrees to test all smoke detectors within the residence monthly to ensure proper working order and shall inform the landlord in writing of any malfunction or necessary maintenance, including the need for a new battery.
	1. Smoke detectors that are not working properly at the time this lease ends, will be replaced by 43 North Apartments and charged back to the tenant at material cost, plus 20%. The tenant will also be responsible for the labor required for reinstallation (billed at $60/hour, minimum of one hour). (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
11. **SECURITY:** Tenant agrees to keep the premises door locked at all times, except when entering and leaving. Tenant agrees to hold the landlord harmless for the bad acts of third parties.
12. The Dept. of Revenue does not require landlords/agents to complete homestead tax credit forms for tenants. Please keep copies of canceled checks as you feel appropriate.
13. **PARKING:** A parking contract must be entered into between landlord and tenant before parking is allowed on the property.
	1. No vehicles or mopeds may be parked on the lawn or in front of the building at any time without prior landlord approval.
	2. 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.
	3. Failure to remove such a 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.
	4. Failure to return the parking pass at the end of the lease term will result in a $125 deduction from security deposit. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	5. For information pertaining to street parking, please go to <http://www.cityofmadison.com/parkingUtility/>
14. **MOVE OUT:** A move out fee will be deducted from the tenant’s security deposit to perform routine move-out cleaning. Fees will be in accordance with the unit type as follows. Please note, the move-out fee is intended to limit the deductions from tenant security deposits and will allow on-staff cleaners to touch up the unit upon departure. The tenant hereby agrees to this fee at the end of their lease agreement with 43 North Apartments. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
	1. Efficiency: $50, One Bed: $75, Two Bed: $100, Three Bed: $150.
15. If the Tenant fails to exit the premise at the agreed upon time and date of this lease agreement, the Tenant will be subject to a $100 fee for each hour their stay is extended beyond the originally agreed upon departure. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)
16. Damages realized at the time of departure, will be deducted from the security deposit in accordance with Section 6, 20, 23, 26 of this addendum.
17. Making accurate rent payments is the sole responsibility of the tenant. 43 North Apartments shall not be liable to reimburse any overpayment or credit on a tenant account at the time of lease termination. Please ensure all auto payments are turned off and terminated relative to your lease end date. (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int) (\_\_\_\_\_\_int)

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