

TENANT RULES & OBLIGATIONS USE

During the lease term, as a condition of Tenant's continuing right to use and occupy the Premises, Tenant agrees and promises, unless Landlord otherwise provides in writing, as follows:

1. To use the Premises for residential purposes only for Tenant and Tenant's immediate family.
2. To NOT make or permit use of the Premises for any unlawful purpose or any purpose that will injure the reputation of the Premises or the building of which they are a part.
3. To NOT use or keep in or about the Premises anything that would adversely affect coverage of the Premises or the building of which they are a part under a standard fire or extended insurance policy.
4. To NOT make excessive noise or engage in activities which unduly disturb neighbors or other tenants in the building in which the Premises are located.
5. To NOT permit in or about the Premises any pet unless specifically authorized by Landlord in writing.
6. To obey all lawful orders, rules and regulations of all governmental authorities and, if a condominium, any condominium association with authority over the premises.
7. To keep the Premises in clean and tenable condition and in as good repair as on the first day of the lease term, normal wear and tear excepted.
8. To maintain a reasonable amount of heat in cold weather to prevent damages to the Premises, and if damage results from Tenant's failure to maintain a reasonable amount of heat, Tenant shall be liable for this damage.
9. Unless Tenant has received specific written consent from Landlord, to NOT do or permit any of the following:
 - A. Paint upon, attach, exhibit or display in or about the Premises any sign or placard.
 - B. Alter or redecorate the Premises.
 - C. Drive nails, tacks and screws or apply other fasteners on or into any wall, ceiling, floor or woodwork of the Premises except that small nails may be used to fix items to walls.
 - D. Attach or affix anything to the exterior of the Premises or the building in which it is located.
10. To NOT permit any guest or invitee to reside in the premises without prior written consent of Landlord.
11. To be responsible for all acts of negligence or breaches of this agreement by Tenant and Tenant's guests and invitees, and to be responsible for any resulting property damage or injury.
12. To NOT assign this Agreement not sublet the Premises or any part thereof without the prior written consent of Landlord. If Landlord permits an assignment or sublease, such permission shall in no way relieve Tenant of Tenant's liability under this Agreement.
13. To vacate the Premises at the end of the term, and immediately deliver keys, garage door openers, parking permits, etc, and the Tenant's forwarding address to the Landlord.

PETS

MAINTENANCE

IMPROVEMENTS

GUESTS NEGLIGENCE

VACATION OF PREMISES

RULES

Landlord may make additional reasonable rules governing the use and occupancy of the Premises and the building in which they are located. Tenant acknowledges the rules stated above, and acknowledges receipt of any additional rules prior to the signing of this agreement. Any failure by Tenant to comply with the rules is a breach of this agreement.

DAMAGE BY CASUALTY

If the Premises are damaged by fire or other casualty to a degree that renders them untenantable, Tenant may move out unless Landlord promptly proceeds to repair and rebuild. Tenant may move out if the repair work causes undue hardship. If Tenant remains; rent abates to the extent Tenant is deprived of normal full use of the Premises, until the Premises are restored. If repairs are not made, this Agreement shall terminate. If Premises are damaged to a degree which does not render them untenantable, Landlord shall repair them as soon as reasonably possible. See special conditions on Page one of this agreement.

CODE VIOLATIONS

The Premises and the building of which they are part are NOT currently cited for uncorrected building or housing code violations unless a copy of any such notices of uncorrected code violations are attached to this agreement.

CONDITIONS AFFECTING HABITABILITY

The Premises do **NOT** contain any of the following conditions adversely affecting habitability unless listed under Special Conditions: No hot or cold running water, plumbing or sewage disposal facilities not in good working order, unsafe or inadequate heating facilities (incapable of maintaining at least 67 degrees F in living areas), no electricity, electrical wiring or components not in safe operating condition, or structural or other conditions that are substantially hazardous to health or safety.

SMOKE DETECTOR NOTICE

Wisconsin law requires that the Landlord maintain any smoke detectors located in any building common areas. State law further requires that THE TENANT MUST EITHER MAINTAIN ANY SMOKE DETECTOR ON THE PREMISES, OR GIVE LANDLORD WRITTEN NOTICE WHENEVER A SMOKE DETECTOR ON THE PREMISES IS NOT FUNCTIONAL. The Landlord shall provide, within five days of receipt of any such notice, any maintenance necessary to make that smoke detector functional. MAINTENANCE SHALL INCLUDE THE PROVISION OF NEW BATTERIES, AS NEEDED.

AGENCY NOTICE

Tenant understands that any property manager, rental agent or employees thereof are representing the Landlord's interests and owe duties of loyalty and faithfulness to the Landlord. They also are, however, obligated to treat all parties fairly and in accordance with fair housing and other applicable laws and standards.

Attachments checked below are attached to this Rental Agreement and incorporated herein by reference.

Attachment	Check	Attachment	Check
Guarantee/Renewal/Assignment/Sublease		Nonstandard Rental Provisions	X
Rules and Regulations dated June 2009	X	Code Violations	
Lead-Based Paint Disclosure & Pamphlet	X	Other:	

IN WITNESS WHEREOF, the parties have executed this Rental Agreement on _____
 LANDLORD _____ TENANTS _____

TENANTS _____

Oakland Property Services Inc LEASE ADDENDUM

I acknowledge receipt of a check-in form and understand that it must be returned to the office within seven days of my move in date. This form will be kept on file and used as a comparison at move out.

I acknowledge receipt of the Residence Policies set forth by Oakland Property Services Inc dated June 2009.

I acknowledge receipt of applicable recycling rules and instructions.

I acknowledge receipt of _____ common entrance _____ apartment _____ mailbox keys for my residence. All keys will be returned at the expiration of this lease. In case of failure to return any of these keys, I will be responsible for all costs associated with rekeying locks.

Residents of the address listed below are responsible in the following areas:

 Yes No (1) SNOW REMOVAL: After a snowfall, the city sidewalks must be shoveled as well as the entries and exits to and from the building. Resident will be held liable for any citation or fines imposed for delinquent snow removal.

 Yes No (2) TRASH REMOVAL: Madison ordinance 10.18 (1)(6) 7.36 states trash containers must be kept at rear of building except when they are at curb for pick up. Containers are not to be placed at curb more than 12 hours prior to pick up date and must be removed no later than 24 hours after pick up. Resident is responsible to know pick-up dates. Resident may obtain these dates from the City Streets Dept. If resident fails to take out trash or return trash cans, an Oakland Property Services Inc. employee will do so at the cost of the resident. Any citations issued for the above are also resident's responsibility. Any extra charges for disposal of the resident's appliances, electronics, etc. are also the resident's responsibility.

 Yes No (3) LAWN MAINTENANCE: Residents are responsible for keeping the grass cut, flower and other beds clear of weeds, and all lawn and parking areas free of litter and clutter. Any citations issued for failure to cut grass will be the responsibility of the resident.

Address:

Madison, WI 53703

Lease Term: _____ to noon

Signature(s) _____

Date _____

Owner/Agent _____

Oakland Property Services Inc

NONSTANDARD RENTAL PROVISIONS

A. SECURITY DEPOSIT DEDUCTIONS

In addition to the standard security deposit deductions allowable under ATCP 134.06, the landlord may deduct the following items from the security deposit, if not paid by tenant(s) by the end of the tenancy:

Tenant
Initials

- _____ 1. Mitigation costs allowable under Chapter 704 of the Wisconsin Statutes, including, but not limited to, advertising costs, rental commissions, sublet fees and/or showing fees.
- _____ 2. Charges for rekeying, changing locks or replacing keys if all keys are not returned at the end of the tenancy; charges for replacement keys and/or rekeying during the term of the tenancy, as a result of the loss of keys by tenant(s) or other circumstances caused or created by tenant(s).
- _____ 3. Cost of replacing any garage door opener or other access card issued by the landlord and not returned by the tenant(s), and/or the cost of recoding any access mechanism.
- _____ 4. Bank fees for checks returned NSF or Account Closed, unpaid late fees, unpaid parking rent or storage locker fees .
- _____ 5. Repayment of promotional offers or rental incentives.
- _____ 6. Carpet cleaning above normal wear and tear, especially if carpet contains pet urine stains or odors, and or food and beverage stains.

B. ENTRY INTO LEASED PREMISES

_____ A landlord may enter a tenant's dwelling unit at reasonable times, without advance notice to tenant, to investigate or correct a situation or circumstance that adversely affects the premises or other tenants.

C. ACKNOWLEDGMENT

_____ Tenants acknowledge receipt of check-in/out form and (Madison only) "Tenant & Landlord Rights and Responsibilities" booklet..

The undersigned have read and understand the Nonstandard Rental Provisions stated above. Tenant(s) acknowledge(s) that the initials next to each paragraph confirm that the landlord has discussed each of the above provisions with Tenant(s).

