

COLLEGE PARK LLP & SPRINGBROOK ROW LLP APARTMENTS  
**RULES & REGULATIONS ADDENDUM**

**Apartment #** \_\_\_\_\_

Lease Term: August 15, 2016 - August 14, 2017

This addendum is hereby made a part of the Rental Agreement dated \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_, between **College Park Apartments LLP** or **Springbrook Row Apartments LLP** (hereafter "Landlord" or "we") and \_\_\_\_\_

(hereafter "Tenant" or "you"). The following policies and procedures have been established by Landlord and are considered an addendum to your Rental Agreement. Failure to comply with said policies and procedures may result in termination of the tenancy.

1. Rent is due on or before the FIRST of the month. Rent is considered late after the 1<sup>st</sup> of the month. If rent is paid after the 1<sup>st</sup> of the month, there will be a \$40 late fee charged to the tenants.
2. Rent and parking payments can be made via ACH Debit/Electronic Funds Transfer debits, personal check, bank check or money order. Credit cards, debit cards and cash are not accepted forms of payment. Tenants that pay rent with check or money order must pay with one check covering the entire rent amount including parking if applicable. If tenants choose to pay rent with multiple checks, there will be a monthly \$30 bookkeeping fee assessed to the Tenants.
3. In addition to any applicable late fees, a \$30 non-sufficient fund fee will be assessed to the Tenants for each ACH/EFT or check returned by the bank for any reason.
4. Tenants agree not to deduct the security deposit or any portion of the deposit from any given monthly rental payment. This deposit will be accounted for or refunded as provided in Wis. Stat. s. 704.28(4)., provided the appropriate check-out procedures are followed, no damages assessed, and all rent and fees are paid in full.
5. Tenants, tenant's occupants, guests and invitees shall not become intoxicated, disorderly, harass or solicit tenants, their guests, or others, or create or cause any odors or create or permit unnecessary, unreasonable or improper noise or disturbance in or about the premises or the building of which the premises are a part, including but not limited to, the operation of a radio, stereo, television set, playing of a video/computer system/games, playing of a musical instrument or singing in a manner which might be objectionable to other tenants. Kegs of beer, keg refrigerators, other large volume containers, or any bulk quantity of alcoholic beverages are not permitted. Hookahs are not allowed. Hot tubs are not allowed anywhere on the property for any length of time. Limits on number of guests per Tenant may be established in apartments if deemed necessary.
6. Tenants agree to the following conditions concerning a SUBLET, in the event that she/he chooses to sublet all or part of the premises during the lease term.
  - a. Tenant(s) must notify Landlord in writing regarding Tenant(s) intention to sublet.
  - b. Tenant(s) must fill out sublet paperwork and submit it to Landlord.
  - c. The person(s) taking over the Tenant(s) sublet must fill out an application and be approved by Landlord.
  - d. All Tenant(s) on the lease must agree to the sublet in writing.
  - e. The responsibility and cost of finding a sublet belongs to the Tenants.
  - f. The original security deposit will be held until the end of the lease term. Tenants wishing to collect security deposits from their sublet must do so directly from applicants. The office will not collect security deposits from a sublet.
  - g. No check-outs are done by the office except at the end of the lease term.
7. Tenants are responsible for any missing or damaged phone, internet and phone equipment. The cost of replacing or repairing equipment will be as follows: Phone Jacks \$15/ea., Phone Filters \$25/ea., Ethernet Switches \$100/ea., Ethernet Cables \$50.00/ea., Wireless Router \$250/ea., Ethernet Boxes \$50/ea., Cable Jacks \$15/ea. and Cables \$25/ea.
8. Tenants agree to pay Landlord the costs for any damage to apartment or building caused by the Tenant (i.e. water damage resulting from unclosed windows or improper use of shower enclosures, carpet or floor stains or burns) at professional rates for supplies and labor.
9. Tenants agree to inform Landlord of all hazardous and/or potentially hazardous conditions which may develop or have developed in, near, or outside of the Tenant's apartment building. These conditions include, but are not limited to, water issuing from pipes, walls, or ceilings, deficiency in furnace operation, ice build-up on sidewalks, steps, or parking lots, deficiency in lighting in common areas, and any other conditions which could be considered by the Tenant to be a dangerous or potentially dangerous situation.
10. Tenants agree to refrain from tampering with smoke detectors, fire alarms, or fire extinguishers. Tenants are aware that tampering with any fire equipment is a FELONY and may also carry a \$1000 fine. Tenants agree to notify Landlord in writing, of any problems with smoke detectors or other fire equipment.
11. All doors and windows have been provided with proper locks and Tenants are responsible for notifying the Landlord, in writing, if any lock is not in working order or not in acceptable condition. Locks are not allowed on bedroom doors. Any lost or broken windows are to be replaced and repaired by Landlord and charged to Tenants.
12. ABSOLUTELY NO PETS BESIDES FISH! No pets are allowed in any apartment without prior WRITTEN authorization from the Landlord. Fish tanks are allowed only with proof of renters insurance.

13. Tenants shall not alter or decorate their apartment without prior written consent of Landlord. All alterations to premises, including but not limited to, painting and wallpapering, shall remain the benefit of Landlord and the cost of removal and repair shall be at the expense of the Tenants, unless otherwise provided for in said consent. All work after any such consent is given shall be done in satisfactory and workmanlike manner and with satisfactory materials subject to the written approval of Landlord.
14. Tenants may use small nails or thumb tacks to hang posters, pictures and decorations on the interior apartment walls. Tenants are not required to patch holes upon termination of their lease. The use of gummed or adhesive hangers, gummed putty, two-sided sticky tape and screws larger than 1/8 an inch is strictly prohibited. Nothing whatsoever shall be attached or affixed to the exterior of the premises, whether permanent or otherwise, without written consent of Landlord. Landlord is authorized to remove, at the expense of the Tenants, any such apparatus erected without such written consent.
15. Tenants shall use best efforts to conserve water, heat and electricity and shall report leaks, running toilets and faucets to Landlord. Tenants shall maintain the apartment's thermostat at a temperature of at least 60 degrees Fahrenheit at all times.
16. Trash removal is provided. All refuse and waste shall be routinely and frequently removed from the premises. All trash should be put in tied plastic bags and deposited in the provided trash receptacles in the designated areas. Trash shall not be placed on the ground or in full dumpsters. Tenants shall not litter or place any trash in or about the building. Trash bags stored in hallways, balconies, or patios will be cleared by the Landlord. Tenants will be charged \$30 for each occurrence. Tenants agree to prepare and dispose of recyclable materials according to guidelines provided.
17. Tenants are never allowed to store personal items in any common areas (i.e. hallways, stairwells, basements, attics, etc.) Landlord is not responsible for theft of or damage to any items so stored.
18. The roof is not to be used by Tenants for ANY reason, except in case of fire. A violation of this provision will be considered a material breach of the Rental Agreement.
19. Tenants shall not keep or use weights or heavy exercise equipment in the apartment or building without the written consent of Landlord.
20. All security locked entrance doors are to be kept locked at all times. Any Tenants who prop doors open for any reason will be deemed to be committing a material breach of the Rental Agreement.
21. Patios and balconies should not detract from the appearance of the apartment building. The premises shall in no way be defaced with signs, advertisements, television and radio antennas, bicycles, mopeds, or laundry. Items other than standard lawn furniture may not be stored on balconies or patios. A \$30 fee will be charged for removal of any items not allowed. Throwing, dropping items or objects off a balcony or urinating off a balcony is prohibited and will result in an automatic 5-Day Notice. The use of candles, Tiki torches and any other items with an open flame are not allowed on the patios and balconies. The use of rope lights to decorate patios/balconies is allowed.
22. The use and/or storage of any type of open flame grills are strictly prohibited on patios, balconies, and anywhere else on or in the entire property. Examples of open flame grills, but not limited to these types, would be charcoal or propane. If Tenant(s) has an open flame grill, Landlord will have no choice but to confiscate the grill and tenant will receive a written warning. Additional violations will result in a \$500.00 fine, issuance of a 5 day notice and possible eviction.
23. Bicycles and mopeds must be parked in designated areas outside and in the garage. They may not be kept in or on hallways, apartments, lawns, patios, balconies, common areas, or car parking areas. They may not be locked to sidewalk railings or balcony posts at any time. Bicycles and mopeds parked on property must display a permit. Permits are available at no charge from the rental office.
24. Tenants agree to allow Landlord or Landlord's Agent(s) to enter premises for showings or inspection, providing Landlord gives 24-hour notice. It is understood that a request for maintenance by Tenant gives Landlord or maintenance staff permission to enter the premises without notice to complete repairs. Proper and acceptable identification will have to be provided to Landlord prior to facilitating entry to the apartment.
25. If Landlord is requested to unlock an apartment or entrance door because Tenant has misplaced or forgotten keys, Landlord reserves the right to charge Tenant a fee of \$15 during normal business hours and \$30 at night or on weekends. Landlord, however, is not obligated to be available at all times to provide entry.
26. Tenants who have not rented a parking spot agree to refrain from parking underground or in the driveway.
27. Tenants with parking privileges agree to refrain from washing vehicles, changing oil or performing any other vehicle maintenance in the garage or driveway. Parked vehicles must be in working order and they must not leak oil. Landlord reserves the right to refuse to allow a non-working vehicle to park in the garage. The maximum height of vehicles allowed in the College Park & Springbrook Row garages is 74 inches (72" for spots 28-30 at SBR and 21-27 at CP).
28. Tenants wishing to have personal property covered by insurance must have their own renter's insurance. College Park and Springbrook Row does not insure personal property.
29. Each Tenant must have a cosigner that is approved by Landlord. Cosigner forms are due by February 1, 2016. All cosigners shall also designate themselves as Tenant's agent for service of process in the event of any litigation arising from Tenant's breach of any obligation herein. Tenants will not be released from their rental agreement even if they fail to return a cosigner form by February 1, 2016. The tenant will be in violation of their rental agreement.
30. Unless agreed in writing, the Landlord will not store any items of personal property that the tenant leaves behind when the tenant removes or is evicted from the premises, except for prescription medication or prescription medical equipment, the latter of which will be retained by

Landlord for 7 days from the date on which the Landlord discovers the property, after which time the Landlord will dispose of it. If the abandoned personal property is a titled vehicle, then before disposing of it, the Landlord shall give notice of its intent to dispose of the vehicle to the tenant and any secured party of which the Landlord has actual notice, personally or by regular or certified mail.

31. Tenants have the right to request from the Landlord a written list of the physical damages and defects for which money was deducted from the previous tenant's security deposit within 30 days of move in.

32. Tenants agree to refrain from installing an air conditioning unit in an apartment window. Rouse Management will install a provided a/c unit if tenant has a medical condition that requires air conditioning. Rouse Management requires a signed doctor's letter. There is a charge of \$150.

33. Pursuant to MGO section 23.05, smoking is prohibited in the common areas of the building including, but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

34. 704.14 NOTICE OF DOMESTIC ABUSE PROTECTIONS

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

(a) A person who was not the tenant's invited guest.

(b) A person who was the tenant's invited guest, but the tenant has done either of the following:

1. Sought an injunction barring the person from the premises.

2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

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

(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 instances.

35. Rouse Management Company reserves the right to limit the number of guests per apartment for the following weekends: Madison Halloween State Street Party and Mifflin Street Block Party.

36. We agree to have the Security Deposit Refund check made out to and mailed to \_\_\_\_\_ (Tenant's name)

at the end of the lease term, to be divided among the tenants by this named tenant. Tenants agree to leave a forwarding address for this person with the rental office before vacating the apartment. Tenants understand that if a forwarding address is not provided, there may be a delay in receiving the Security Deposit Refund from the United States Postal Service. Tenants understand that they will be charged for any fees incurred to cancel a lost check and process a new check. Tenants understand that the Landlord is not responsible for lost mail.

Permanent Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

35. Tenants shall observe and comply with the Rules and Regulations established by Landlord. Tenants agree to observe and comply with all such rules, as written and as amended from time to time, and any violation of any Rules or Regulations shall be deemed to be a breach of this lease. Tenants agree that all rules promulgated by Landlord shall be and hereby are made part of this lease.

Please sign indicating that you have read the following Rules and Regulations and agree to the conditions set forth therein.

<u>Signatures</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____