



Mailing Address:
Lexington Management, LLC
1300 N. Kimps Court
Green Bay, WI 54313

NON-STANDARD RENTAL PROVISIONS

LESSEE(S):
Address:

INITIAL(S)

- 1. LATE FEE/BANK SERVICE CHARGE: LESSEE understands that if a check or electronic payment is tendered for payment of LESSEE’S current rent or other charges and is returned by the bank unpaid for any reason, there shall be a \$50.00 fine assessed to the LESSEE.
2. VACATING PRIOR TO THE END OF THE LEASE TERM: It is hereby understood that if LESSEE gives notice to vacate prior to the end of their Lease Term for any reason whatsoever, a \$500.00 relet fee will be charged to LESSEE’S account and is due and payable upon vacating.
3. NO SMOKING: LESSEE agrees that the Premises and entire rental community are no smoking areas. LESSEE acknowledges that both the Premises to be occupied by LESSEE and the entirety of the rental community have been designated no smoking living environments, including, without limitation, all common areas and outdoor spaces.
4. UTILITIES: Utilities are paid per the Lease. LESSEE must use ordinary care regarding the utility usage and costs paid by LESSOR.
5. WATER BILLING: (“Yes” is displayed in all that apply to you)
Yes/No SEPERATELY METERED: The water bill for the Premises is separately metered. LESSEE understands that LESSEE will receive a bill from the municipality each month/quarter mailed to the LESSEE’S last known address (as provided to the municipality by the LESSEE).
Yes/No BILLED FROM LESSOR: LESSEE understands that LESSOR is billed by the municipality for the water bill for the entire complex.
Yes/No – FINISHED CONSTRUCTION: LESSEE understands that the complex at which LESSEE resides at has ### units. LESSEE understands that the water bill that the LESSEE receives each month/quarter will be 1/### of the total complex bill.
Yes/No – UNDER CONSTRUCTION: LESSEE understand that when the complex at which they reside is under construction, the water bill that the LESSEE receives is billed back based on the number of occupiable units at the time the water bill is received by LESSOR.



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LESSEE agrees that the water bill is due no later than the due date noted on the invoice or the 1st day of the next rental period. LESSEE understands that when a final water bill is billed at the end of a tenancy, the bill is determined by calculating the per day water usage from the last water bill.

6. **OCCUPANCY:** The Premises is to be occupied only by those persons listed within the Lease. A \$250.00 fine per occurrence will be assessed for each unauthorized person occupying the Premises. This fine in no way grants permission for the unauthorized occupant to remain on the Premises. Unauthorized occupants will be considered a default under the Lease agreement. LESSEE is not allowed to sublease the Premises. Changes to the Lease and removal or addition of Lease parties are subject to a \$100.00 administrative fee that must be paid up front and be approved by LESSOR at LESSOR'S sole discretion. If changes to occupancy are requested and the applications on file are more than 30 days old, a new application accompanied by applicable application fees will be required to be paid.
Occupants approved to reside in the unit are: _____
7. **PETS:** No pets of any kind, including caged animals, are allowed on the Premises at any time. No visiting pets allowed. The only property that allows a maximum of 2 cats is Portside Estates. The only properties that allow a maximum of 1 dog are the following: Urban Edge and Madiera, Aria Place in the Cabeletta and Cadenza floor plans only and Bridgewater in the Tower floor plan only. Pets are ONLY allowed when there is a signed pet agreement in place and all required deposits and fees are paid. Breed & weight restrictions apply, details displayed in the pet agreement. It is the responsibility of LESSEE to notify guests of the pet policy. A \$500.00 fine, per occurrence, will be assessed if a pet is found or seen on the Premises for any amount of time. This fine in no way grants permission to keep a pet on the Premises and will be considered a default under the Lease Agreement. Aquariums over 12 gallons are not allowed. Only 1 aquarium is permitted up to 12 gallons. Any aquarium found that exceeds the 12-gallon limit will be considered unauthorized and a \$500.00 fine will be charged. Any size aquarium found to be housing anything other than fish, will be considered unauthorized and a \$500.00 fine will be charged. For the purposes of this paragraph, "Occurrence" shall mean each instance in which a violation is observed by LESSOR, not to exceed one instance per day.
8. **PET DAMAGE:** LESSEE acknowledges that carpet cleaning, exterminating, and possible additional charges associated with pet damage upon surrender of the Premises are a necessary expense of having a pet on the Premises. In the event a pet enters the Premises for any length of time during LESSEE'S tenancy, said expense is considered damage beyond normal wear and tear, as defined in the Wis. Admin Code, ATCP 134.06(3). LESSEE agrees to pay any and all costs for said expenses, and specifically authorizes LESSOR to deduct the charges therefore from LESSEE'S security deposit, if not sooner paid. Nothing herein shall be construed as an authorization for LESSEE to keep a pet on the Premises without written permission from LESSOR. LESSEE agrees that blacklight testing may be done to the unit to determine damage caused by the pet.
9. **PARKING / VEHICLES:** LESSEE acknowledges that the Premises is equipped with specific areas for parking. Parking on the lawn is not permitted. No more than 2 vehicles per apartment are permitted on the Premises, unless otherwise authorized by LESSOR in writing. When 2 or more vehicles are registered to a unit, one vehicle must be parked in the garage at all times and the others must be parked in their assigned spot/parking area provided. **Visitors** may not park their vehicle for more than 24 hours in a 72-hour period on the Premises and must park in the designated guest parking area for the subject property. Any vehicles found to be parked in unauthorized parking areas will be ticketed and towed at the owner's expense. LESSEE agrees to remove any vehicle from the Premises that leaks oil or any other fluids within 24 hours of notice given to them. Vehicle is not allowed back on Premises until leaking has been repaired with proof given to LESSOR. LESSEE will be charged by the LESSOR \$150.00 or actual costs for clean-up of leakage. All vehicles must be moved for **snow removal** purposes by 9:00 a.m. after a snow fall, including any visitor's cars that pertain to LESSEE's unit. Failure to remove said vehicles may result in the vehicle being ticketed and towed at the owner's expense and a fine of \$150.00. All vehicles on the property must be licensed, registered, properly maintained and in working order. It is the responsibility of the LESSEE to notify the LESSOR of any changes made to vehicles registered to the unit. Any vehicle not registered to a unit at the property will be considered a guest's vehicle and will be ticketed and towed at the owner's expense in accordance with the parking policy. - Vehicle information for those listed as occupants are recorded as follows: _____
10. **GARAGE/GARAGE DOOR:** If LESSEE occupies a garage (attached or detached), the garage door must remain shut when not in use. LESSEE will be responsible for all damages to the Premises, other residential units, and common areas as a result of failure to keep the garage door closed when not in use. LESSEE will be responsible for any damages to LESSEE'S garage door from improper use, including but not limited to, misusing manual keyed entry system. LESSEE agrees that the garage provided, if applicable, is not to be used entirely for storage and that a space for a vehicle is allowed in the garage provided.
11. **LOCKOUT:** Should LESSEE become locked out of the dwelling, LESSEE shall be required to secure a private locksmith to regain entry at LESSEE'S sole expense. If LESSEE resides at a property with keyless entry, it is to the manager's discretion to allow entry into the unit outside of normal business hours. If the key fob is lost, new fobs will be issued only during normal business hours, with replacement costs associated.
12. **KEYS/KEY FOBS/GARAGE REMOTES:** In the event that LESSEE fails to return all keys given to LESSEE, including all copies made, a \$25.00 charge per key for replacement will be deducted from LESSEE'S security deposit. Key fob replacements are \$100.00. LESSEE understands that it is at the LESSOR'S discretion to rekey the unit at the LESSEE'S cost if



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LESSEE fails to return all keys to LESSOR. LESSEE also understands that if LESSEE damages or fails to return any or all garage door openers, LESSEE will be charged \$60.00 each for replacement of these openers. Fire and safety regulations specify that the LESSEE may not change or re-key door locks or install additional locks on any exterior or interior doors. LESSOR may, without notice or liability, remove any unauthorized locks and make necessary repairs at LESSEE'S expense. Unauthorized copying of keys is prohibited. LESSEE's whom reside at a property that is keyless, are required to replace the batteries inside the keyless lock as needed. Lockouts that result from failure to change the batteries will be the responsibility of the LESSEE to regain access to the unit. Upon vacating the Premises, LESSEE is responsible for returning ALL keys or garage door remote(s) to LESSOR. If no keys are returned, LESSEE will be assessed the full costs to rekey the unit, mailbox and/or garage. Such charges associated with non-return of all keys/remotes and/or re-key unit may be deducted from the LESSEE'S security deposit.

13. **HEATING:** LESSEE agrees to report any problems with the heating system to LESSOR immediately. When LESSEE controls the thermostat on the Premises, LESSEE agrees to maintain a temperature of at least 60 degrees Fahrenheit. If the thermostat is found to be turned off or set at a temperature below 60 degrees, LESSEE will be assessed a \$50.00 fine for each instance. In addition to the \$50.00 fine, LESSEE is responsible for damage to the Premises. This may include but is not limited to other residential units and common areas which may have sustained damages caused by the heat being insufficient. Please ensure that all windows, patio doors, and garage doors are properly closed and secured during the heating season.
14. **FIRE SAFETY:** LESSEE will locate smoke detectors, carbon monoxide detectors (where provided), fire alarms and exits. LESSEE will NOT block exits or tamper with equipment. LESSOR, upon notification in writing from LESSEE, will replace defective equipment. LESSEE is required to maintain all smoke detectors and carbon monoxide alarms where provided, including but not limited to replacing batteries once per year or when needed. LESSEE shall notify the LESSOR immediately if a smoke detector or carbon monoxide detector is not working properly. Should equipment be damaged, removed or unnecessarily discharged, full replacement cost will be charged to the LESSEE in addition to a \$25.00 service fee. Such costs and fees may be deducted from LESSEE'S security deposit.
15. **OPEN FLAME:** LESSEE shall not burn candles, incense, oil lamps, or anything else that emits a flame, oil or smoke on the Premises. In the event that LESSEE does burn any of the above stated items and soot deposit or staining occurs anywhere in the Premises, including but not limited to walls and appliances, LESSEE will be charged the greater of \$75.00 per hour or subcontractor's actual invoice cost for cleaning and/or repainting of the dwelling.
16. **GARBAGE REMOVAL/RECYCLING:** If LESSEE leaves garbage or trash (including litter) in the hallways, common areas, or yard, LESSEE will be subject to a \$25.00 fine plus any actual costs associated with the removal of said items. All garbage/recycling is to be placed inside the designated containers provided by the LESSOR. LESSEE may not use the dumpsters provided for the disposal of any personal property, including but not limited to beds, couches, tables, TVs, etc. LESSEE will be fined \$100.00 plus the actual cost of a contractor's invoice to dispose of these items. LESSEE is responsible for properly disposing of items, for example: breaking down all cardboard boxes.
17. **FAILURE TO CLEAN PREMISES:** LESSEE is responsible for cleaning the Premises prior to vacating. The Premises should be move-in ready upon move out. If LESSEE fails to clean the Premises prior to vacating, costs of up to \$50.00 per hour or subcontractors invoice may be charged for cleaning with a 1 hour minimum. Such costs and fees may be deducted from LESSEE'S security deposit.
18. **PERSONAL PROPERTY:** Any personal property remaining on the Premises at the termination of LESSEE'S tenancy will be considered abandoned and disposed of immediately (except medical equipment and prescription medicine) in accordance with Wisconsin statutes. Costs associated with the removal of these items will be billed back to LESSEE by contractors invoice or by LESSOR's disposal rate of \$75.00 per hour including travel time. Such costs and fees may be deducted from LESSEE'S security deposit.
19. **CARPET CLEANING:** Upon vacating, LESSEE is to have the carpets professionally cleaned. LESSEE must provide a copy of the paid receipt to the LESSOR at the time of move out. Only professional carpet cleaning is allowed, no Rug Doctors or other non-approved methods of cleaning are to be used at any time. If LESSEE fails to provide the receipt for carpet cleaning and the LESSOR has to arrange for the carpets to be cleaned, LESSEE will be sent an invoice for the cost of the carpet cleaning.
20. **HALLWAY CARPET/FLOORING:** Upon LESSOR finding any stains, gouges, or damage whatsoever in the common hallway carpet/flooring that is identifiable by LESSOR to have been caused by LESSEE's misuse will result in LESSEE being responsible for invoices associated with the cleaning, repair or replacement of the damage. Only approved, properly insured professional carpet cleaning is allowed, no Rug Doctors or other non-approved methods of cleaning are to be used at any time.
21. **EXTERMINATION COSTS:** LESSEE will be responsible for the cost of extermination or removal of any insects, pests, or rodents that are found on the Premises which are the result of the LESSEE'S (or any member of the LESSEE'S household, LESSEE'S guests, or invitees) acts of negligence, failure to keep the Premises clean, failure to remove garbage, and waste and/or improper use of the Premises.
22. **ODORS:** During LESSEE's residency or at the time of move out, offensive and/or excessive odors are not permitted. Including but not limited to odors such as, cooking/spice, smoking, pet, candle/incense, etc. If at the time of move out any



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- such odors are present in the unit, costs associated to the odor remedy will be billed to LESSEE's account, including but not limited to costs such as, painting, cleaning, on site ozonator running billed at \$150.00 per use (12 hour per use), etc.
23. **LAWN CARE/SNOW REMOVAL:** If LESSEE is responsible for lawn care and/or snow removal maintenance and LESSEE fails to mow the lawn and/or remove snow from sidewalks or other designated areas within a reasonable time period, LESSEE will be assessed a fine of \$100.00 plus the actual costs incurred by LESSOR to complete the above tasks. LESSEE will also be responsible for payment of any municipal fines or other costs imposed on LESSOR due to LESSEE'S failure to comply with law or local ordinances regarding lawn care and/or snow removal. These fees and costs may be deducted from LESSEE'S security deposit. **Responsible for (Yes or No): SNOW: Yes/No LAWN: Yes/No**
24. **SATELLITE DISH:** No satellite dishes are allowed on the Premises unless authorized in writing by LESSOR through a signed Satellite Dish Agreement prior to the installation. A \$350.00 fine will be assessed if there is found to be a satellite dish installed without prior written consent. This fine in no way grants permission to install or keep a satellite dish on the Premises.
25. **MISCELLANEOUS CHARGES:** LESSEE acknowledges and agrees if the following conditions are not followed or abided by the below listed charges may be deducted from LESSEE's security deposit:
25. A. **REPAIR OF DRAINS/TOILETS:** LESSEE shall notify LESSOR of any problems with drains or plumbing within Premises within thirty (30) days of the commencement of the Lease Term at which point LESSOR will repair such drains or plumbing at no charge to the LESSEE, unless such problem is caused by an act of LESSEE. Any repairs required thereafter to said plumbing or drains shall be billed to LESSEE at actual cost. This includes but is not limited to, hair clogging drains, improper use of garbage disposal, foreign objects in drains, improper disposal of feminine products, excessive toilet paper disposal, etc. In the event that it becomes necessary for LESSOR to unplug LESSEE'S toilet or unclog drains, LESSEE will be charged for the service call rate of \$75.00 per hour with a minimum of 1 hour. If it becomes necessary for LESSOR to engage a plumber, LESSEE shall be responsible for the actual invoice from the plumber plus a \$100.00 fee. LESSEE understands that the use of toilet tabs, including but not limited to bleach, blue, etc. is prohibited and any damage caused by the use of these produces will be charged back to the resident.
25. B. **APPLIANCE REPAIR / MISUSE:** LESSEE agrees not to leave the unit with appliances in use, including but not limited to dishwasher, washing machine, dryers, ovens, fireplaces, etc. In the event any damages occur as a result of appliance misuse, such costs may be deducted from LESSEE'S security deposit if not sooner paid. Any service calls regarding appliances will be at LESSEE'S expense unless it is deemed to be an issue with the appliance itself and not from LESSEE neglect or damage. All costs for repairs will be charged back in the full amount of the vendor invoice and may be deducted from the LESSEE'S security deposit if not sooner paid. LESSEE agrees to locate and reference the proper use instructions for each appliance provided to ensure proper care is being taken of the provided appliance.
25. C. **FURNACE, AC, AND PTAC UNIT FILTERS:** LESSEE is responsible for replacing all filters on their gas forced air furnace, if applicable, **monthly**. LESSEE is responsible for cleaning the filters on their AC or PTAC heating/cooling units, if applicable, **monthly**. If the filters are not cleaned or replaced as indicated, resulting in a service call to a subcontractor to address a no heat or cooling issue caused by the failure to do so, LESSEE will be responsible for the actual cost of the subcontractor's invoice along with a \$100.00 administrative service fee.
25. D. **LIGHT BULBS:** LESSEE acknowledges upon the commencement of the Lease Term that all light fixtures within the Premises contained operating light bulbs that were fully functional. Upon LESSEE vacating the Premises, LESSEE agrees that all light fixtures within the Premises shall be furnished with fully functional light bulbs of same wattage and style or LESSEE will be assessed a \$10.00 charge per light bulb that is missing, not functioning, or dissimilar wattage/style. LESSEE understands that during their said tenancy LESSEE is responsible to replace all burned out light bulbs on their own.
25. E. **PAINTING:** LESSEE agrees that painting shall be done only when necessary and only by LESSOR, unless written permission is granted otherwise. If it shall become necessary to paint the Premises, or any part thereof, sooner than three (3) years from the date of the previous painting, because of misuse by the LESSEE or LESSEE'S occupant's guests or invitees, the cost of such painting shall be charged to the LESSEE, and such cost shall be prorated on a three (3) year basis.
25. F. **RE-RENTAL COSTS:** LESSEE agrees that if LESSEE vacates the Premises without proper notice or is removed from the Premises for failure to pay rent or any other breach of lease, LESSEE is liable for all charges permitted under Wis. Stats. § 704.29, including but not limited to, all costs incurred to re-rent the vacated Premises and all utilities for which the LESSEE is responsible through the end of the Lease Term, subject to the LESSOR'S duty to mitigate. Such charges may be deducted from the LESSEE'S security deposit.
25. G. **WASHER/DRYER REPAIR/MISUSE:** LESSEE agrees not to use dryer sheets which clog the dryer venting. LESSEE also understands that using fabric softener is not recommended and can cause damage to the washing machine, any cost of damage caused by fabric softener is LESSEE's responsibility. If LESSEE's unit contains a front load washer, it is their responsibility to ensure proper maintenance of the washer boot, which includes,



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leaving the door open until the interior of the washer is dry to prevent mildew, unpleasant odors and discoloration, timely removal of wet washed clothes from the machine and routine deep cleaning of the washer boot. If LESSOR shall have to replace the washer boot due to misuse, LESSEE will be responsible for the cost to replace *See charges sheet*

- 26. MAINTENANCE REPAIRS: LESSEE agrees that service calls and/or requests to LESSOR'S maintenance department, will be charged to LESSEE at \$75.00 per hour except for certain circumstances when LESSOR is responsible for such task. LESSEE agrees to pay for any supply needed upon repair and agrees that \$75 per hour is a reasonable hourly rate for any maintenance departments time to repair. All maintenance and repair requests must be made in writing or via the resident portal. Such charges may be deducted from the LESSEE'S security deposit.
27. CITY ORDINANCE VIOLATIONS: LESSEE is required, per the Lease Agreement, to abide by all municipal ordinances with regard to the municipality in which the Premises are located. If LESSEE fails to do so, LESSEE shall be assessed a charge of \$25.00 and any actual costs sustained by LESSOR.
28. ELECTRONIC SIGNATURE: LESSEE agrees that LESSEE'S electronic signature is the legal equivalent of LESSEE'S manual/handwritten signature on this document. By electronically signing this document using any device, means, or action, LESSEE consents to the legally binding terms and conditions of the Lease Agreement. LESSEE further agrees that LESSEE'S signature on this document (hereafter referred to as "E-signature") is as valid as if the LESSEE signed the document in writing. LESSEE also agrees that no certification authority or other third-party verification is necessary to validate LESSEE'S E-signature or any resulting agreement between LESSEE and Lexington Management, LLC.
29. CONSENT TO ELECTRONIC DELIVERY: By electronically signing this Non-Standard Rental Provisions Agreement, LESSEE specifically agrees to receive, obtain, and/or submit any and all documents and information electronically. These documents and information will be collectively known as "Electronic Communications," and will include, but not be limited to, a copy of the Lease Agreement and any document related thereto, a security deposit and any document related to the account and disposition of the security deposit and security deposit refund, a promise made before the initial rental agreement to clean, repair or otherwise improve any portion of the premises, advance notice of entry, any and all current and future required notices and/or disclosures, as well as such documents, statements, date, records, and other communications regarding LESSEE'S relationship with Lexington Management, LLC. LESSEE is acknowledging and saying that LESSEE is able to retain Electronic Communications by printing and/or downloading this Non-Standard Rental Provisions form and any other agreements, Electronic Communications, documents, or records that are signed using LESSEE'S E-signature. LESSEE accepts Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling any and all rules and regulations and agrees that such Electronic Communications fully satisfy any requirement that communications be provided to LESSEE in writing or in a form that LESSEE may keep.
30. IT IS UNDERSTOOD AND AGREED THAT LESSOR SHALL BE ALLOWED TO DEDUCT ANY OF THE ABOVE CHARGES WHICH REMAIN UNPAID AFTER THE LESSEE(S) SURRENDER(S) THE LEASED PREMISES FROM THE LESSEE'S SECURITY DEPOSIT IN ADDITION TO OTHER UNPAID CHARGES OR OTHER OBLIGATIONS PROVIDED FOR IN THE LEASE.

LESSEE

Date

LESSEE

Date

LESSEE

Date

LESSEE

Date

Agent / LESSOR

Date