



Mailing Address:
Lexington Management, LLC
1256 Centennial Centre Blvd.
Hobart, WI 54155

NONSTANDARD RENTAL PROVISIONS AGREEMENT

LESSEE(s): [Redacted]
Premises Address: [Redacted]

The term "LESSEE" is defined broadly and includes all persons named in the Lease Agreement, or listed as authorized occupants, their family members, guests, invitees, and/or others under their control.

- 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 due under the Lease Agreement or other rental documents, is returned by the bank unpaid for any reason, there shall be a fifty dollar (\$50) fee assessed. No personal checks or ACH electronic payments will be accepted on any account that has had three (3) previously returned items. A cashier's check, money order, or electronic credit card paid via the Resident Portal is an acceptable form of payment for accounts marked as such. Electronic ACH transactions have a \$1.95 convenience fee per transaction, and credit or debit card transactions have a 3.75% fee charge on the total amount of the transaction along with a \$1.95 convenience fee per transaction. These fees are subject to change at any time and without notice. For rent payments received after 11:59 p.m. on the first (1st) day of each month, a late fee of fifty dollars (\$50) shall be assessed. An additional late fee of fifty dollars (\$50) shall be assessed for any rents still not received after 11:59 p.m. on the tenth (10th) day of each month. This second late fee is NOT a late fee or penalty for the non-payment of the first late fee, rather it is a second late fee because the rent payment has still not been received. Acceptance of late rent payments, partial rent payments, or failure to charge a late fee shall not be construed as a waiver of any future breaches, defaults, or payment obligations, and shall in no way affect any notice or legal proceedings in an eviction action that has already been filed. Rent is considered late if it is not postmarked, hand delivered to the corporate office during normal business hours, or initiated electronically on or before the first (1st) day of each month. If LESSEE resides in or is financially responsible for the Premises for one or more days of any month, then LESSEE is responsible for the entire month's rent, subject to LESSOR's duty to mitigate as set forth in Wis. Stat. § 704.29. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
- VACATING PRIOR TO THE END OF THE LEASE TERM / RE-RENTAL COSTS:** LESSEE agrees that should LESSEE vacate the Premises prior to the end of the lease term for any reason whatsoever, including, but not limited to, LESSEE, submitting a move out notice, abandoning the Premises, being removed from the Premises for failure to pay rent or any other breach of the Lease Agreement, LESSEE will be held liable to the Lease Agreement terms. LESSEE agrees and understands that if LESSEE vacates the Premises prior to the end of the lease term, for any reason, LESSEE is still responsible for paying rent and utilities for the Premises until it is re-rented and income producing or until the end of the lease term, whichever comes first. LESSEE will be held liable for any costs associated with LESSOR's actual costs to mitigate LESSEE's damages by attempting to re-rent the Premises for LESSEE. If LESSEE received a rental concession as an incentive for entering into the Lease Agreement, including but not limited to, the first month's rent free, and LESSEE vacates prior to the end of the lease term, then the rent concession received by LESSEE will be charged to LESSEE's account and must be paid prior to LESSEE vacating. Rental concession given: [Redacted]. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
- RENTERS INSURANCE:** EACH LESSEE AGREES TO PURCHASE AND MAINTAIN A RENTERS' INSURANCE POLICY FOR THE PREMISES FOR THE DURATION OF LESSEES TENANCY INSURING THE COST OF REPLACING OR REPAIRING LESSEE'S STOLEN OR DAMAGED PERSONAL PROPERTY AND TEMPORARY EXPENSES FOR LOSS OF USE OF THE PREMISES. THE POLICY MUST CONTAIN, AND CLEARLY DISPLAY A MINIMUM OF THREE HUNDRED THOUSAND DOLLARS (\$300,000) IN LIABILITY COVERAGE. A COPY OF LESSEE'S RENTERS INSURANCE POLICY, DECLARATION PAGE, OR CERTIFICATE OF INSURANCE, MUST BE PROVIDED TO LESSOR NO LATER THAN THE LEASE COMMENCEMENT DATE AS "PROOF OF RENTERS INSURANCE". THIS DOCUMENTATION MUST CLEARLY DISPLAY EACH LESSEES: FULL NAME, PREMISES ADDRESS AND POLICY TERM (INCEPTION & EXPIRATION). LESSEE MUST PROVIDE PROOF OF RENTERS INSURANCE FOR THEIR CURRENT POLICY WHICH INCLUDES BUT IS NOT LIMITED TO, ANY RENEWED OR REINSTATED POLICY TO LESSOR. IF LESSEE FAILS TO PROVIDE A COPY OF ONE OF THE ABOVE-NOTED DOCUMENTS, AS REQUIRED, LESSEE WILL BE RESPONSIBLE TO PAY A TWO HUNDRED AND FIFTY DOLLAR (\$250) FEE PER LEASE HOLDER. ANY COSTS, FEES, OR OTHER AMOUNTS STATED OR REFRENCED, WHETHER SPECIFICALLY OR GENERALLY, IN THIS NONSTANDARD RENTAL PROVISIONS AGREEMENT MAY BE DEDUCTED FROM LESSEE'S SECURITY DEPOSIT.



Mailing Address:
Lexington Management, LLC
1256 Centennial Centre Blvd.
Hobart, WI 54155

4. **NO SMOKING:** LESSEE acknowledges that the Premises, common areas and the entirety of the rental community, including but not limited to, the outside spaces and grounds, have been designated as no smoking. The term “smoking” includes the inhalation, exhalation, breathing, burning, or carrying of any lighted or heated cigar, cigarette, pipe, or other tobacco product or plant product in any manner or in any form. Smoking also includes the use of electronic cigarettes or any similar electronic device that provides vapor of liquid nicotine and/or other substances to the user. If LESSEE breaches this policy, which shall be determined at LESSOR’s sole discretion using reasonable evidence of smoking which may include, but is not limited to, ash trays, ashes, burn marks, smoke, smoke smell, cigarette butts, shall result in a five hundred dollar (\$500) fee per each occurrence, per person. This five hundred dollar (\$500) fee shall be in addition to any actual costs incurred by LESSOR to repair, replace, and/or clean any damage caused by the breach, including but not limited to, the labor costs associated with picking up cigarette butts. By charging this fee, LESSOR is not waiving its right to serve LESSEE with the appropriate notice to terminate LESSEE’s tenancy up to and including eviction. LESSEE acknowledges that LESSOR’s adoption of this no smoking policy does not make LESSOR or its agents the guarantor of LESSEE’s health. LESSOR will take reasonable steps to enforce the no smoking policy but does not guarantee the smoke-free condition of the property. LESSOR cannot enforce the no smoking policy unless LESSOR has firsthand knowledge of a violation or has received a written notice of a violation. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE’s security deposit.
5. **UTILITIES:** Utilities are to be paid as set forth in the Lease Agreement. LESSEE shall use ordinary care regarding the usage of all utilities if the utilities are to be paid by LESSOR. In the event LESSEE is responsible for paying for the utilities, LESSEE is responsible for putting the utilities into LESSEE’s name as of the Original Lease Commencement Date. LESSEE must show proof that the utilities are in LESSEE’s name prior to the Original Lease Commencement Date. LESSEE is also responsible for removing the utilities from LESSEE’s name as of the last day of obligation. If LESSEE removes the responsibility for utilities prior to the last day of obligation, LESSEE will be responsible for any fees and expenses incurred by LESSOR, as a result. LESSOR is not responsible for any costs or fees incurred as the result of LESSEE’s failure to remove the utilities from LESSEE’s name at the end of LESSEE’s obligation. LESSEE is required to pay all utilities by their respective due date. Failure to do so will result in a twenty five dollar (\$25) fee payable to LESSOR to cover LESSOR’s costs per occurrence. Additionally, there will be a twenty five dollar (\$25) fee charged to cover the actual costs incurred by LESSOR, for every instance of incorrect billing of the utilities. Any unpaid utilities, including but not limited to, water and electricity, that LESSEE fails to pay prior to vacating the Premises will be LESSEE’s responsibility. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE’s security deposit.
6. **WATER BILLING:** (“Yes” displayed in all that apply to you)
- Yes/No SEPARATELY METERED:** The water bill for the Premises is separately metered. LESSEE understands that LESSEE will receive a bill directly from the municipality each month or quarter, mailed to LESSEE’S last known address as provided to the municipality by the LESSEE. LESSEE is responsible for paying the bill by the noted due date on the invoice.
- Yes/No BILLED FROM LESSOR:** LESSEE understands that LESSOR is billed by the municipality for the water bill for the entire complex. On a monthly or quarterly basis, LESSOR will send an invoice to LESSEE setting forth LESSEE’s share (as defined below) of the utility bill to be paid. LESSEE agrees to be responsible for all charges reflected on the water bill from the municipality, including but not limited to, fire protection charges, storm water collection charges, customer fees, etc. LESSEE’s share of the charges shall be billed by LESSOR in accordance with the following sections below that are marked “Yes”:
- Yes/No – FINISHED CONSTRUCTION:** LESSEE understands that the apartment complex at which LESSEE resides has ### units. LESSEE understands that the water bill that the LESSEE receives each month/quarter will be 1/### of the total apartment complex’s bill.
- Yes/No – UNDER CONSTRUCTION:** LESSEE understand that when the apartment complex at which LESSEE resides is under construction, the water bill that the LESSEE receives is billed back based on the number of occupied units at the time that the water bill is received by LESSOR. LESSEE agrees that when construction on all units in the complex is completed, the water and sewer bill will be charged in accordance with the “Finished Construction” section above.
- LESSEE agrees that the water bill is due no later than the due date noted on the invoice or the first (1st) day of the next rental period and that any water bill not paid upon vacating can be deducted from LESSEE’s security deposit. 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 date of the last water bill. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE’s security deposit.



Mailing Address:
Lexington Management, LLC
1256 Centennial Centre Blvd.
Hobart, WI 54155

7. **OCCUPANCY:** The Premises is to be occupied only by those LESSEEs listed on the Lease Agreement and other authorized occupants. A two hundred and fifty dollar (\$250) fee per occurrence will be assessed against LESSEE for each unauthorized person occupying the Premises. Payment of the fee does not waive the LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction. Payment of the fee in no way grants permission for the unauthorized person(s) to remain on the Premises. LESSEE understands that anyone who is eighteen and above (18+) and wishes to reside in the Premises along with the LESSEE, they must complete LESSOR's lease holder change process, including the payment of any associated fees, and if the guest meets the LESSOR's screening criteria, they may be added to the Lease Agreement and become a LESSEE. Guests are permitted to stay on the Premises for up to seven (7) cumulative days and nights per month. Allowing an unauthorized person to occupy the Premises beyond the allowed period is a material breach of the Lease Agreement. If any guest wishes to reside in the Premises along with the LESSEE, they must complete LESSOR's lease holder change process, including the payment of any associated fees, and if the guest meets the LESSOR's screening criteria, they may be added to the Lease Agreement and become a LESSEE. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit. Occupants who are authorized to reside in the Premises are: [REDACTED]
8. **LEASE HOLDER CHANGE:** If at any time during LESSEE's tenancy, LESSEE requests for a change be made to the lease holders on the account, a Lease Holder Change fee of two hundred and fifty dollar (\$250) plus any other required fees (i.e.: application fee) to cover the costs of LESSOR's actual costs incurred in processing the request, making the changes and/or preparing the new rental documents. This fee must be paid prior to the changes being made. This fee would be applicable in situations, including but not limited to, involving the removal, addition, or change of the responsible parties on the account. If a request is made by the LESSEE for LESSOR to complete a Lease Holder Change, LESSEE understands that any new applicants LESSEE is requesting to be added to the Lease Agreement will need to submit an application and meets the LESSOR's screening criteria in order for the Lease Holder Change to be approved. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
9. **SUBLEASING:** LESSEE is not allowed to sublease or assign the Premises, or any portion of the Premises, during the lease term, without LESSOR's advance written consent. Subleasing includes any agreement or posting whereby LESSEE charges or intends to charge a third-party for the use of the Premises, including but not limited to, short-term or vacation rentals via websites such as Airbnb, VRBO, Marketplace, Bed and Breakfast, etc. Any violation of this provision shall result in LESSEE having to pay a five hundred dollar (\$500) fee per occurrence per day, to cover the LESSOR's actual costs to remedy this situation. Payment of this fine by LESSEE does not mean that the sub-leasing or assignment can continue. Payment of the fee does not mean that LESSOR waives its right to serve the appropriate notice to terminate LESSEE's tenancy and/or evict LESSEE. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
10. **PET POLICY:** No pets of any kind, including without limitation, caged animals such as gerbils, hamsters, mice, rats, lizards, snakes, or any exotic species of pet, farm animals, and cats, are allowed on the Premises or the property at any time. No visiting pets are allowed on the Premises or the property at any time. The following properties allow a maximum of one (1) dog: Madeira, Stradale, Urban Edge, Valhalla, Volante, Aria Place (only in the Cabeletta and Cadenza floor plans), Bridgewater & Asterion (only in the townhome and lower style units) and duplexes (only at the LESSOR's discretion). Pets are only allowed on the property after LESSOR has received a signed Pet Agreement from LESSEE and all required deposits and fees have been paid. Breed and weight restrictions apply as set forth in the Pet Policy. It is the responsibility of LESSEE to notify guests of the pet policy. A five hundred dollar (\$500) fee, per occurrence, per animal, will be assessed to LESSEE if an unauthorized pet is found or seen on the Premises for any amount of time. Payment of the fee in no way gives LESSEE permission to keep the pet on the Premises. Payment of the fee does not waive the LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction. LESSEE shall be permitted to maintain only one (1) aquarium of up to twelve (12) gallons. Any aquarium or aquarium-type container on the Premises that exceeds the twelve (12) gallon limit will be considered unauthorized and a five hundred dollar (\$500) fee, per occurrence, per aquarium, will be assessed. Any size aquarium found to be housing any pet other than fish is prohibited and the five hundred dollar (\$500) fee is applicable. Payment of the fee in no way gives LESSEE permission to keep the unauthorized pet on the Premises. Payment of the fee does not waive the LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.

11. **ANIMALS / ANIMAL DAMAGE:** LESSEE acknowledges that animals can cause damage, waste, or neglect to the Premises. LESSEE understands and agrees that should LESSEE's animal cause damage, waste, or neglect to the Premises, including but not limited to, common areas, basement, parking areas, outdoor spaces, and grounds, that LESSEE will be responsible for the costs to repair, replace, or remediate the damage, waste, or neglect. Remedy of such damage, waste, and neglect include, but are not limited to, carpet cleaning, carpet repair, carpet replacement, cleaning of flooring, repair of flooring, replacement of flooring, extermination costs, lawn repair, waste removal and odor removal. LESSEE agrees that the use of a blacklight and PH level monitor are appropriate testing devices to determine if LESSEE's animal has caused damages to the Premises or other areas of the property. Nothing in this provision shall be construed as an authorization for LESSEE to keep an animal on the Premises without the prior written permission from LESSOR. LESSEE agrees that any animal permitted on the Premises must be kenneled or safely confined to a certain area of the Premises when LESSEE is not home. LESSEE agrees that no lead or tie outs are allowed on the property. If LESSEE violates this prohibition, LESSEE shall be assessed a fifty dollar (\$50) fee, per occurrence. Payment of this fee does not mean that LESSEE can continue to violate this provision. Payment of the fee does not waive the LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction. agrees that any animal must be leashed when not inside the Premises. LESSEE agrees that any animal will not cause excessive noise and/or disturb the quiet use and enjoyment of the premises by other LESSEES, neighbors, or management. LESSEE agrees that their animal may only defecate or urinate on areas containing grass. LESSEE is responsible for the immediate removal and disposal of their animal's waste in the provided dumpster bins. Animal waste is prohibited from being stored or kept anywhere except the provided dumpster bins, this includes but is not limited to, storing waste on any porch, patio, balcony, hallway, lawn, or other landscaped areas. If LESSOR is required to clean up any animal waste caused by LESSEE's animal, LESSEE will be billed for costs at the hourly rate of one hundred and fifty dollars (\$150) per hour minimum. LESSEE understands that should any lawn repair be required as a result of LESSEE's animal, that LESSEE is responsible for the actual costs to repair or replace the damaged lawn. LESSEE should not attempt to repair any lawn damage caused by LESSEE's animal. Instead, LESSEE should notify LESSOR of the damage immediately. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
12. **PARKING / VEHICLES:** LESSEE acknowledges that the rental property is equipped with specific areas for the parking of vehicles. Parking in areas not specifically designated for the parking of vehicles is prohibited, including but not limited to, lawn, fire lane, or emergency vehicle turn around areas. No more than two (2) vehicles per apartment are permitted to be parked in the parking area, unless otherwise authorized by LESSOR in writing. If the Premises has specifically assigned parking spaces, LESSEE agrees to park only in LESSEE's assigned parking space. If LESSEE is assigned a garage space, LESSEE agrees not to park LESSEE's vehicles elsewhere in the parking area, unless all assigned garage spaces are full. Any vehicles not parked in the garage must be parked in either an assigned spot or other allowed parking areas. Visitors or guests may not park their vehicle for more than seventy-two (72) hours consecutively, anywhere on the rental property. Visitors or guests must park in the designated guest parking area for the rental property, where applicable. Any vehicles parked in unauthorized parking areas will be ticketed and towed at the vehicle owner's expense. LESSEE agrees to remove any vehicle from the parking area that leaks oil or any other fluids, within twenty-four (24) hours of receipt of notice from LESSOR asking LESSEE to remove their vehicle. LESSEE's vehicle is not allowed to return to the Premises until all leaking has been repaired, and proof of such has been given to LESSOR. LESSEE will be charged a one hundred and fifty dollar (\$150) fee or LESSOR's actual costs to clean up any leakage, whichever is greater. All vehicles must be moved for snow removal purposes by 9:00 a.m. after a snow fall, this includes visitor's vehicles. If LESSOR notifies LESSEE of parking lot work LESSEE will be required to follow the guidelines set form in such notification, which can include but is not limited to, moving vehicles off the Premises for a period of time, or the inability to use LESSEE's garage. Failure to follow these rules will result in the vehicle being ticketed and towed at the vehicle owner's expense or a fee of one hundred and fifty dollars (\$150) will be assessed to LESSEEs account. All vehicles on the property must contain a valid license plate and display a valid registration sticker. Vehicles must be properly maintained, in working order, and not pose a safety issue. At LESSOR's sole discretion, it may determine whether or not a vehicle is considered to be unsightly and if so, the vehicle must be removed or must be fully covered with some type of covering in order to be kept in the parking area. It is LESSEE's responsibility to notify LESSOR of any changes made to any vehicles registered to LESSEE's apartment unit. Any vehicle on the property that is not registered to an apartment unit will be considered to be a guest's vehicle and will be ticketed and towed at the vehicle owner's expense. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit. Vehicle information for those individuals listed as authorized occupants on the Lease Agreement or other rental documents are recorded as follows: _____.
13. **GARAGE / GARAGE DOOR:** If LESSEE uses a garage, whether attached or not, the garage door must remain shut at all times when not in use. LESSEE will be responsible for any damage to the Premises or property because of LESSEE's failure to keep the garage door closed when not in use. LESSEE will be responsible for any damage to LESSEE's garage door due to improper use, including but not limited to, the misuse of the manual keyed entry system. LESSEE agrees that the garage provided, if applicable, is not to be used for the storage of anything other than a vehicle and that adequate space for a vehicle must be maintained in the garage area for the number of stalls in the garage at all times. If the Premises does not already have an electric garage door opening mechanism, and LESSEE wishes to have one installed, LESSEE must put in a request to the LESSOR to obtain the details and proper processes to have this completed, if possible. LESSEE agrees not to regularly conduct hobby crafting or use power tools in or near the garage in such a manner as to disturb the quiet use and enjoyment of other LESSEES, neighbors, or management. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.

14. **LOCKOUT:** Should LESSEE become locked out of the Premises, LESSEE must hire a private locksmith to regain entry at LESSEE's sole expense. LESSEE shall also be responsible for the cost of repairing or replacing the locks if any damage is caused by the locksmith. If LESSEE resides at a property with keyless entry, the manager will attempt to provide LESSEE entry within a reasonable amount of time if the lockout occurs outside of normal business hours. If LESSEE loses a key fob, a new fob will be issued only during normal business hours. If the lockout occurs due to LESSEE's failure to replace the batteries in the keyless entry system, it will be the responsibility of LESSEE to regain access to the Premises. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
15. **KEYS / KEY FOBS / GARAGE REMOTES:** In the event LESSEE fails to return any of the keys given to LESSEE, including any copies made of the keys, there will be a fifty dollar (\$50) charge per key for replacement. If LESSEE's key fob is broken or lost, the cost of replacement is one hundred dollars (\$100) per fob. LESSEE understands that LESSOR may need to re-key the door to the Premises at LESSEE's cost should LESSEE fail to return all keys upon vacating. If LESSEE's garage remote control is damaged or lost, the replacement cost for each remote control is sixty dollars (\$60). Fire and safety regulations prohibit LESSEE from changing or re-keying door locks or installing additional locks on any exterior or interior doors. The unauthorized copying of keys is prohibited. If the Premises has keyless entry, LESSEE should replace batteries inside the keyless lock system as needed. Upon vacating the Premises and no later than the time of LESSEE's move out inspection, LESSEE is responsible for returning all keys, key fobs, and/or garage door remote controls to LESSOR. If LESSEE fails to return all issued keys, key fobs, and garage door remote controls, LESSEE will be assessed the full costs to rekey the Premises, the mailbox, and/or the garage. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
16. **HEATING / COOLING:** LESSEE agrees to report any problems with the heating or cooling system to LESSOR immediately. When LESSEE controls the set temperature of the heating / cooling unit, LESSEE agrees to follow the outlined requirements within. **During the heating season,** LESSEE agrees to maintain a temperature of at least 62° degrees Fahrenheit on all heating units, set any electric heaters to a minimum of the setting "low" or two (2) but adjusting accordingly based on the rooms temperature, and ensure all exterior doors, windows, and garage doors are properly closed and secured when not in use. If the any heating unit is found to be turned off, for any reason, or set to a temperature below 62° degrees Fahrenheit during the heating season, LESSEE will be assessed a fee of fifty dollars (\$50) for each instance. **During the cooling season,** LESSEE agrees to maintain a temperature at or below 85° degrees Fahrenheit in the Premises by the use of the cooling units. If the any cooling unit is found set to a temperature above 85° degrees Fahrenheit during the cooling season, LESSEE will be assessed a fee of fifty dollars (\$50) for each instance. LESSEE is responsible for any damage to the Premises, including but not limited to, damage to other residential units and common areas, as a result of LESSEE not maintaining sufficient heating or cooling temperatures, unless caused by the negligent acts or omissions of LESSOR. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
17. **SURVEILLANCE CAMERAS OR VIDEO:** LESSEE is prohibited from installing or maintaining any surveillance camera or video system ("surveillance system") of any kind whatsoever that faces outward toward any common area or the exterior of the property. Violation of this rule will result in a fee of fifty dollars (\$50) per occurrence. Payment of the fee does not waive the LESSOR's right to serve LESSEE with the appropriate notice terminating tenancy or file an eviction. Any surveillance system installed or maintained in any common areas, or on the exterior of the property will be removed by LESSOR, and LESSEE will be responsible for the cost of removal as well as any damage that occurred during removal. Nothing prohibits LESSEE from installing a surveillance system inside LESSEE's Premises, provided the camera or video system is positioned for the sole purpose of capturing activity strictly within the LESSEE's unit, subject to applicable governmental laws and/or any other covenants or restrictions contained in the Lease Agreement. LESSEE's installation and maintenance of any surveillance system on the Premises shall not unreasonably interfere with LESSOR's access to the Premises. LESSOR is not responsible for and should be held harmless for any failure or misuse of the surveillance system. LESSEE shall remove LESSEE's surveillance system, at LESSEE's sole cost and expense, prior to vacating the Premises. LESSEE shall be responsible for any damage to any portion of the Premises caused by LESSEE's installation, use, or removal of the surveillance system. LESSOR reserves the right to prohibit the use of any surveillance systems by LESSEE on the LESSOR's property, in LESSOR's sole and absolute discretion. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
18. **FIRE SAFETY:** LESSEE should look for and make note of the location of all smoke detectors, carbon monoxide detectors, fire alarms, and exits. LESSEE agrees to NOT block any exits or tamper with any fire detection or fire safety equipment. LESSEE shall notify LESSOR immediately if a smoke detector or carbon monoxide detector is not working properly. LESSOR, upon notification in writing from LESSEE, will replace or repair any defective equipment. LESSEE is required to maintain all smoke detectors and carbon monoxide detectors located within the Premises, including but not limited to, replacing the batteries, at least once per year or as needed. Should any smoke detector or carbon monoxide detector or any related equipment be damaged, removed, or unnecessarily discharged, LESSEE will be responsible for the full replacement cost and maintenance labor to repair or replace said equipment. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.



Mailing Address:
Lexington Management, LLC
1256 Centennial Centre Blvd.
Hobart, WI 54155

19. **OPEN FLAME PROHIBITED:** 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 ignores this rule resulting in damage, including but not limited to, soot markings or staining anywhere on the Premises, LESSEE will be responsible for LESSOR's costs to repair or replace the damage, including but not limited to, painting the entire Premises. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
20. **GARBAGE / RECYCLING:** All garbage and recycling is to be properly separated, broken down, and placed inside the designated containers provided by LESSOR. LESSEE may not leave any garbage or recycling anywhere except inside the designated containers. Garbage and recycling shall not be left in the hallways, any common areas, on the balcony, porch, or patio, on the landscaping or yard, in the parking lot or underground parking, or next to the containers on the ground of the dumpster corral or surrounding areas. LESSEE shall use the provided containers only for the disposal of common household waste and shall not use the provided dumpsters for the disposal of large items, including but not limited to, beds, couches, tables, TV's, or other furniture. LESSEE agrees to condense and/or break down the size of all garbage and/or recyclable materials before placing them in the designated containers. LESSEE is responsible for properly disposing of all garbage and/or recyclable materials in the appropriate containers in accordance with state law and municipal ordinances. For each instance of improper disposal of garbage and/or recycling, LESSEE will be responsible for paying a one hundred dollar (\$100) fee or LESSOR's actual costs to remove the improperly disposed of items. Loitering, destruction or going into the dumpster bins is prohibited in the dumper corral. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
21. **FAILURE TO CLEAN PREMISES:** LESSEE is responsible for cleaning the Premises prior to vacating. The Premises should be move-in ready upon LESSEE's move out, normal wear and tear excluded. Determination of whether the Premises are properly clean shall be at the sole discretion of LESSOR. If LESSEE fails to clean the Premises prior to vacating, LESSEE will be responsible for the actual costs incurred by LESSOR as a result. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
22. **PERSONAL PROPERTY:** If LESSEE vacates or is evicted from the Premises and leaves personal property, LESSOR may presume, in the absence of a written agreement between the LESSEE and LESSOR to the contrary, that LESSEE has abandoned the personal property and LESSOR may dispose of it in any manner that LESSOR, in LESSOR's sole discretion, determines is appropriate. LESSOR will not store any items of personal property that LESSEE leaves behind when LESSEE vacates or is evicted from the Premises, except for prescription medicine or prescription medical equipment, which will be held for seven (7) days from the date of discovery. If LESSEE abandons a manufactured or mobile home or a titled vehicle, LESSOR will give LESSEE and any other secured party that LESSOR is aware of, written notice of intent to dispose of said property by personal service, regular mail, or certified mail to LESSEE's last known address, prior to disposal. Any costs incurred by LESSOR to remove and dispose of LESSEE's abandoned personal property will be LESSEE's responsibility. LESSEE will be responsible for paying seventy-five dollars (\$75) per hour including travel time, or the invoice of a third-party contractor, whichever is greater. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
23. **CARPET CLEANING:** Prior to LESSEE vacating, LESSEE must have all carpeting in the Premises professionally cleaned. LESSEE must provide a copy of the paid receipt for the professional carpet cleaning to LESSOR at the time of final move-out inspection. Only verifiable professional extraction carpet cleaning is allowed. Using a steaming company or a Rug Doctors or similar device is prohibited. If LESSEE fails to have all carpeting in the Premises professionally cleaned and/or fails to provide a receipt for same, LESSOR will arrange for the carpeting to be professionally cleaned and LESSEE will be responsible for the cost of the carpet cleaning plus a twenty five dollar (\$25) service fee. Any damage, waste, or neglect to the carpeting may be deducted from LESSEE's security deposit. The routine cleaning of the carpeting, absent any costs for the repair of damage, waste, or neglect, will NOT be deducted from LESSEE's security deposit but still must be paid by LESSEE.
24. **HALLWAY CARPET / FLOORING:** LESSEE shall be responsible for the actual costs incurred by LESSOR for the repair, replacement, or cleaning of any damage, waste, or neglect to the common hallway carpeting or flooring caused by LESSEE's intentional or negligent misuse of the common hallway carpeting and/or flooring. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
25. **PEST CONTROL / EXTERMINATION COSTS:** LESSEE understands that the occurrence of ordinary, everyday and/or seasonal insects is possible. LESSEE is responsible for immediate notification to LESSOR of any uncommon or exotic insects, pests, or rodents witnessed on the Premises. LESSEE will be responsible for the cost of extermination or removal of any insects, pests, or rodents that are found on the Premises or rental property which are the result of LESSEE's, acts, negligence, or failure to keep the Premises clean, failure to remove garbage and waste, and/or the improper use of the Premises. LESSEE is also responsible for the removal and/or extermination costs associated with insects, pests, or rodents brought onto the Premises or the rental property by any mail, packages, furniture, or other items delivered or brought to the Premises or rental property by or on behalf of LESSEE. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provision Agreement may be deducted from LESSEE's security deposit.

26. **ODORS:** Offensive and/or excessive odors are not permitted on the Premises or in the rental property. Such odors, include but are not limited to, odors related to cooking or spices, smoking, animal(s), and candles or incense. If at the time of move-out or carpet cleaning any such odors are present on the Premises or in the rental property and were caused by LESSEE, then LESSEE will be responsible for the LESSOR's actual costs to remove the odor. This could include, but is not limited to, the costs to clean, paint, run an onsite ozonator, which costs one hundred and fifty dollars (\$150) per use for 12 hours. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
27. **LAWN CARE / SNOW & ICE REMOVAL: LESSEE responsible for: SNOW: Yes/No LAWN: Yes/No** If LESSEE is responsible for **lawn care:** (a) LESSEE agrees to maintain the lawn at the Premises (b) LESSEE agrees to mow the lawn within a reasonable time period. If LESSEE is responsible for **snow and ice removal:** (a) LESSEE agrees to maintain the condition of all sidewalks, driveways, and/or other designated areas at the Premises (b) LESSEE agrees to remove snow and ice from the prior listed areas within a forty eight (48) hour time period. If LESSEE is not properly conducting (a) or (b) in either scenario listed above, as determined in the sole discretion of LESSOR, LESSEE will be responsible for the actual costs incurred by LESSOR to perform the work that LESSEE failed to do or a one hundred dollar (\$100) fee, whichever is greater. LESSEE will also be responsible for the 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 and ice removal. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
28. **SATELLITE DISH:** No satellite dishes are allowed on the Premises or the rental property unless authorized in writing by LESSOR through a signed Satellite Dish Agreement, prior to any installation. A three hundred and fifty dollar (\$350) fee will be assessed if LESSEE installs or allows to be installed a satellite dish without the prior written consent of LESSOR. LESSEE's payment of the fee in no way allows LESSEE to keep a satellite dish on the Premises or the rental property. LESSEE's payment of the fee does not waive LESSOR's right serve LESSEE with a notice and/or eviction for the breach. LESSEE will be responsible for paying the actual costs incurred by LESSOR to remove the satellite dish and repair any damage caused by the installation and/or removal of the satellite dish. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
29. **APPLIANCES:** LESSEE shall not leave the Premises while any appliance is in use. LESSEE agrees to conduct an internet search of the make and model of each appliance on the Premises in order to locate and reference the instructions for the proper use and cleaning of each appliance. LESSEE agrees to comply with the manufacturer's instructions for the use and maintenance of each appliance. The costs of any service calls for any appliance in the Premises will be the responsibility of LESSEE, unless the problem or issue is deemed to be an issue with the appliance itself, and not due to LESSEE's intentional acts, negligence, or misuse. The costs to clean, repair, and/or replace any appliance due in part by LESSEE's intentional acts, negligence, or misuse of the appliance, will be charged to LESSEE. Damage to the appliance may include, but is not limited to, scratches, cracks, chips, clogged plumbing or filters, and broken hinges. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this Nonstandard Rental Provisiona Agreement may be deducted from LESSEE's security deposit.
- A. **STOVE / OVEN / RANGE:** LESSEE agrees to use the stove hood and/or microwave fan whenever the stove top is in use, if applicable. In addition to following the manufacturer's instructions for use, LESSEE is reminded by way of example, and not limitation, to use the proper cookware on the cooktop and proper cleaning products on or in the stove and oven.
 - B. **REFRIGERATOR / FREEZER:** LESSEE agrees to not use, install, or attach items on or within the refrigerator or freezer. In addition to following the manufacturer's instructions for use, LESSEE is reminded by way of example, and not limitation, to not pack the refrigerator or freezer above the recommended capacity, or use abrasive or non-recommended cleaners.
 - C. **DISHWASHER:** LESSEE agrees to only use liquid dishwasher detergent or dishwasher pods in the dishwasher. In addition to the manufacturer's instructions for use, LESSEE is reminded by way of example, and not limitation, to not use dish soap in the dishwasher, to rinse all dishes prior to placing them in the dishwasher for cleaning, and to not stand, sit, or place any weight, other than the bottom rack of the dishwasher, on the dishwasher door at any time.
 - D. **MICROWAVE:** LESSEE agrees to clean or replace the microwave filter on at least a quarterly basis. In addition to following the manufacturer's instructions for use, LESSEE is reminded by way of example, and not limitation, to not use any abrasive cleaners or sponges on the microwave.
 - E. **GARBAGE DISPOSAL:** LESSEE understands that the garbage disposal is meant to be used only for small food items. Items that are not meant to be put down the garbage disposal include, but are not limited to, eggshells, bones, vegetable peels, celery, grease and oil, food pits, food peelings, pasta, fish, milk or cheese-based foods or dips, and non-food items.
 - F. **WASHING MACHINE:** LESSEE agrees to use a high-efficiency laundry detergent when the washing machine requires such. LESSEE understands that using fabric softener is not recommended and can cause damage to the washing machine. Any damage to the washer that was in part due to the use of fabric softener, will be the responsibility of LESEE. If the Premises contains a front load washer, it is LESSEE's responsibility to ensure the proper maintenance of the washer boot, which includes, leaving the door open until the interior of the washer is dry so as to prevent mildew, unpleasant odors, and discoloration. Timely removal of washed clothes from the washing machine and routine deep cleaning of the washer boot is required. If LESSOR has to replace the washer boot due to LESSEE's intentional acts, negligence, or misuse, LESSEE will be responsible for all costs incurred by LESSOR as a result.

- G. **DRYER:** LESSEE agrees not to use dryer sheets in the dryer. LESSEE must check and clear the lint trap of the dryer before and after each use.
- H. **WASHING MACHINE & DRYER LOCATION:** If LESSEE's Premises has two locations for the washing machine and dryer to be placed, LESSEE accepts the current location of the washing machine and dryer and agrees not to move them during LESSEE's tenancy. If LESSEE requests that LESSOR move the washing machine and dryer to the second location within the Premises, it is in the LESSOR's sole discretion whether or not that will be done. If LESSOR allows for the washing machine and dryer to be moved to the second location, then LESSEE must pay a three hundred dollar (\$300) moving fee which must be paid before the washing machine and dryer will be moved by LESSOR's maintenance staff.
- I. **FIREPLACE:** Fireplaces are included in select apartment units. LESSEE understands that fireplace gas lines, if applicable, are turned on by LESSOR approximately at the end of October and turned back off at approximately the end of April. LESSEE understands that the instructions for how to light the pilot light are located on the fireplace. Should LESSEE wish to use the fireplace, the pilot light will need to be lit. LESSEE shall attempt to light the pilot light themselves before submitting a service request for the LESSOR's assistance. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in the above section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
30. **COIN-OP / COMMON HALL LAUNDRY MACHINES:** LESSEE agrees to use the common hallway laundry machines at their own risk and in accordance with the Laundry Room Etiquette instructions posted in each common hall outside of the laundry room. LESSEE agrees that if a machine is not working properly, to notify LESSOR by submitting a service ticket. LESSEE agrees that LESSOR is not responsible for any money lost in the machines nor items damaged by machine, unless due to the negligent acts or omissions of LESSOR. Under no circumstances will refunds be issued. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in the above section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
31. **DRAINS / TOILETS / PLUMBING FIXTURES:** LESSEE acknowledges and agrees that upon the Original Lease Commencement Date, all drains, toilets, and plumbing fixtures within the Premises are operating properly and fully functional. If this Lease Agreement is not a renewal, then LESSEE agrees to notify LESSOR of any problems with any drains or plumbing within the Premises within thirty (30) days of the Original Lease Commencement Date, at which point LESSOR will repair the problem at no charge to the LESSEE, unless such problem was caused by the intentional acts, negligence, or misuse by LESSEE. Any repairs required thereafter to any drains or plumbing will be the responsibility of LESSEE. This includes, but is not limited to, clogging of the drains due to hair, improper use of the garbage disposal, foreign objects in the drains, improper disposal of feminine products, excessive use of toilet paper, and/or use of wipes. If it becomes necessary for LESSOR to unplug LESSEE's toilet or drains, LESSEE will be charged a fee of seventy-five dollars (\$75) per toilet or drain. If it becomes necessary for LESSOR to hire a plumber, LESSEE shall be responsible for the actual costs incurred by LESSOR. LESSEE understands that the use of toilet tabs, including but not limited to, bleach, blue, etc. is prohibited. LESSEE understands that the installation of any additional or replacement plumbing fixtures is prohibited. LESSEE is responsible for reporting to LESSOR in writing any instances of running water, including but not limited to, running toilets, leaking faucets, or plumbing fixtures, immediately upon discovery. Failure to report such instances of running water will result in LESSEE being responsible for any damage and/or increased utility costs as a result. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
32. **FURNACE, AC, PTAC UNIT & REFRIGERATOR FILTERS:** LESSEE is responsible for replacing all filters on LESSEE's gas forced air furnace, if applicable, on at least a quarterly basis. LESSEE is responsible for installing a new furnace filter upon vacating the Premises, regardless the age of the furnace filter. LESSEE will be responsible for the costs to purchase and install a new furnace filter if LESSEE fails to do so. LESSEE is responsible for cleaning the filters on their AC or PTAC heating and cooling units, if applicable, on at least a monthly basis. LESSEE is responsible for replacing refrigerator filters as recommended by the manufacturer's instructions, if applicable. If the filters are not cleaned or replaced as recommended, and this results in the need for a service call to a third-party contractor to address any issues, LESSEE will be responsible for the actual costs incurred by LESSOR. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
33. **LIGHT BULBS:** LESSEE acknowledges and agrees that upon the Original Lease Commencement Date, all light fixtures within the Premises contained operating light bulbs that were fully functional. If this Lease Agreement is not a renewal, LESSEE agrees that should any light bulbs burn out within thirty (30) calendar days following the Original Lease Commencement Date, that LESSOR will provide a properly functioning light bulb at no charge to the LESSEE. LESSEE also understands that after the thirty (30) days and throughout LESSEE's tenancy that LESSEE is responsible for replacing all burned out light bulbs at LESSEE's own expense. When LESSEE vacates the Premises, LESSEE agrees that all light fixtures within the Premises shall be furnished with fully functional light bulbs of the same color (Kelvin), wattage, and style as were intended for the fixture or else LESSEE will be assessed a fifteen (\$15) charge per light bulb that is missing, not functioning, or of dissimilar color, wattage or style. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.

34. **BATTERIES:** LESSEE acknowledges upon the Original Lease Commencement Date that all battery powered items within the Premises contained operating batteries that were fully functional. If this Lease is not a renewal, LESSEE understands and agrees that should any batteries stop working within thirty (30) calendar days following the Original Lease Commencement Date, that LESSOR will provide a properly functioning battery at no charge to the LESSEE. LESSEE also understands that after the (30) day and during LESSEE's tenancy that LESSEE is responsible for replacing all dead batteries at LESSEE's own expense. LESSEE agrees that it is LESSEE's responsibility to ensure that all batteries are properly installed in all battery powered item. Upon LESSEE vacating the Premises, LESSEE agrees that all battery powered items within the Premises will be furnished with fully functional batteries or else LESSEE will be assessed a ten dollar (\$10) charge per battery that is missing, not functioning, or improperly installed. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
35. **PAINTING:** LESSEE agrees that painting shall be done only when necessary and only by the LESSOR, unless prior written permission is granted by LESSOR. If it shall become necessary to paint the Premises, or any part thereof, sooner than five (5) years from the date of the previous painting, because of damage, waste, or neglect, due to the intentional acts, negligence, or misuse by the LESSEE, or LESSEE's occupants, guests, or invitees, the cost of such painting shall be charged to the LESSEE. Such cost shall be prorated on a five (5) year basis in relation to the remaining life expectancy of the paint. LESSEE agrees that the paint must remain consistent throughout the Premises and charges associated with repainting due to the intentional acts, negligence, or misuse by LESSEE will include charges to match other rooms and areas of the Premises, if deemed necessary by LESSOR. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
36. **CARPET / VINYL FLOORING:** If it shall become necessary to repair and/or replace carpet or vinyl flooring in the Premises, or any part thereof, sooner than seven (7) years from the date of the previous flooring install, as a result of damage, waste, or neglect caused by the intentional acts, negligence, or misuse by the LESSEE, the cost of such carpet or vinyl flooring repair or replacement shall be charged to the LESSEE. Such cost shall be prorated on a seven (7) year basis in relation to the remaining life expectancy of the flooring. LESSEE agrees that the flooring must remain consistent throughout the Premises and charges associated with repairing and/or replacing flooring due to the intentional acts, negligence, or misuse of LESSEE will include charges to match flooring in other rooms or areas, if deemed necessary by LESSOR. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
37. **VINYL PLANK FLOORING:** If it shall become necessary to replace vinyl plank flooring in the Premises, or any part thereof, sooner than ten (10) years from the date of the previous flooring install, because of the intentional acts, negligence, or misuse by the LESSEE, the cost of such vinyl plank flooring shall be charged to the. Such cost shall be prorated on a ten (10) year basis in relation to the remaining life expectancy of the flooring. LESSEE agrees that the flooring must remain consistent throughout the Premises and charges associated with repairing and/or replacing flooring due to the intentional acts, negligence, or misuse by LESSEE will include charges to match flooring in other rooms or areas, if deemed necessary by LESSOR. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
38. **MAINTENANCE AND REPAIRS:** LESSEE agrees that service calls and/or requests to LESSOR's maintenance department due to LESSEE's intentional acts, negligence, or misuse of the Premises, will be charged to LESSEE at a minimum rate of seventy-five dollars (\$75) per hour, minimum, except for in certain circumstances when the service call or requests are LESSOR's responsibility. LESSEE agrees to pay for any supplies needed to perform the necessary repairs and agrees that the minimum rate of seventy-five (\$75) per hour, minimum, is a reasonable hourly rate for any maintenance department's time to repair. All maintenance and repair requests must be made in writing or sent via the Resident Portal. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
39. **ADMINISTRATIVE FEE:** If LESSEE requests any information needs to be updated or changed to LESSEE's account that results in the need for a new Lease Agreement and/or other rental documents to be created or modified during LESSEE's current lease term for any reason, including but not limited to, name changes or vehicle information changes, etc., that LESSEE will be responsible for paying a one hundred dollar (\$100) administrative fee to cover the costs of LESSOR's staff's time plus any other required fees as it pertains to the process. This fee must be paid prior to the updates and/or changes being made. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
40. **FAILURE TO ALLOW ACCESS:** LESSOR must be able to access the Premises through the Premises door and/or the garage door, when necessary. If LESSEE fails to allow LESSOR, or a vendor hired by LESSOR, or any other representative of LESSOR access to the Premises after LESSOR has properly complied with all notice provisions required, LESSEE will be responsible for paying a fee of one hundred dollars (\$100) for each instance of denied entry. LESSEE will also be responsible for any damages or costs incurred by LESSOR because of LESSEE's failure to allow access to the Premises. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.



Mailing Address:
Lexington Management, LLC
1256 Centennial Centre Blvd.
Hobart, WI 54155

41. **RESIDENT CHARGES / PAYMENTS:** LESSEE shall pay, within fifteen (15) days, after being billed, for any costs associated with any required or requested maintenance resulting from LESSEE's intentional acts, negligence, or misuse costs may include, but are not limited to, vendors' invoices, supplies, LESSOR's labor, loss, or damage. If any amount is not paid within the fifteen (15) day period such costs may be filed with a collection agency. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
42. **CITY ORDINANCE VIOLATIONS:** LESSEE is required, per the Lease Agreement, to abide by all state law and municipal ordinances in which the rental property is located. If LESSEE fails to do so, LESSEE shall be assessed a charge of twenty-five dollars (\$25) plus the actual costs sustained by LESSOR. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
43. **CONDITION OF PREMISES UPON VACATING:** Upon the end of the lease term, or whenever LESSEE otherwise vacates, LESSEE must return the Premises, including all appliances, fixtures, etc., to the same condition that it was received upon commencement of the Lease Agreement. LESSEE is responsible for any costs the LESSOR incurs to return the Premises to its original condition prior to LESSEE taking possession, less any normal wear and tear. Any costs, fees, or other amounts stated or referenced, whether specifically or generally, in this section of the Nonstandard Rental Provisions Agreement may be deducted from LESSEE's security deposit.
44. **ELECTRONIC DELIVERY:** By signing this Nonstandard 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 may 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 accounting and disposition of the security deposit and security deposit refund, a promise made before entering into the Lease 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, dates, records, and other communications regarding LESSEE's relationship with Lexington Management, LLC. LESSEE acknowledges and states that LESSEE is able to retain Electronic Communications by printing and/or downloading these Agreements, Electronic Communications, documents, or records. LESSEE accepts Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling all terms and conditions of this agreement 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. LESSEE agrees to provide and maintain a valid email for LESSOR to use for Electronic Communications. LESSEE agrees to regularly and thoroughly check email junk/spam folders for any communications from LESSOR. LESSEE acknowledges and agrees that Electronic Communications to any named LESSEE constitutes satisfactory delivery to any and all named LESSEES. As long as at least one LESSEE has an email on file, LESSOR will Electronically Communicate with LESSEES. ONLY upon the failure of all named LESSEES to provide an email will LESSOR deliver physical, paper copies of such communications to LESSEE.
45. **ELECTRONIC SIGNATURE:** LESSEE agrees that LESSEE's electronic signature is the legal equivalent of LESSEE's manual or 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 Nonstandard Rental Provisions 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.