



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.

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 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.
2. 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 responsible for all Lease Agreement terms and obligations.
3. 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.
4. WATER BILLING: ("Yes" displayed in all that apply to you)
Yes/No SEPARATELY METERED: The water bill for the Premises is separately metered.
Yes/No BILLED FROM LESSOR: LESSEE understands that LESSOR is billed by the municipality for the water bill for the entire complex.

below) of the utility charges, together with a utility billing processing fee of four dollars (\$4) per billing cycle, representing LESSOR's actual administrative costs associated with preparing and issuing such invoices. 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 of 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 (1<sup>st</sup>) 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.

5. **KEYS / KEY FOBS / GARAGE REMOTES / LOCKS:** LESSEE may not, under any circumstances, change the locks on the unit without prior written consent from the LESSOR, failure to follow this requirement and/or should it result in LESSOR's inability to access the unit following proper notice to enter or in the case of an emergency, the account will be addressed with a denial of entry breach of contract. Fire and safety regulations also 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 is responsible for the replacement of batteries inside the keyless lock system, as needed. If LESSEE's key fob is broken or lost, the cost of replacement is one hundred dollars (\$100) per fob. 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, garage door remote controls and/or key copies, for any reason, LESSEE may be assessed the full costs to rekey the Premises, mailbox, storage unit, and/or garage. If necessary, key and/or garage door remote replacements costs will be assessed to LESSEEs account at actual cost. LESSEE will also be assessed the cost of any hourly maintenance labor associated with the replacement locks, keys or remotes. 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. **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 by LESSEE, LESSEE will be responsible for the full replacement cost and 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.
7. **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, 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 LESSOR's labor rate for the time spent to remedy 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.
8. **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.
9. **ABANDONED 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 LESSOR 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 if LESSEE does not remove all of LESSEE's or LESSEE's guests personal property from the Premises. LESSEE will be responsible for paying LESSOR's labor rate including travel time or the invoice of a vendor hired for removal and disposal of LESSEE or LESSEE's guests personal belongings. 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. **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.
11. **PEST CONTROL / EXTERMINATION COSTS:** LESSEE understands that the occurrence of ordinary, everyday and/or seasonal insects is possible and such insect treatments are the responsibility of the LESSEE. LESSEE is responsible for immediate notification to LESSOR of any excessive, 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, clothing 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.
12. **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, garbage, smoking, animal(s), 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 cost to remove the odor. This could include, but is not limited to, the costs to clean, replace flooring, paint, or run/utilize odor eliminating equipment/supplies. 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.
13. **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 upkeep of the lawn, landscaping, driveway, sidewalks at the Premises, including but not limited to weed treatments (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 supplies used and LESSOR'S maintenance labor for time spent completing the work. 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.
14. **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. Filters are required to have a MERV rating no greater than 9, or LESSEE will be responsible for LESSOR's actual cost to service, repair or replace the furnace if caused by an installed filter of improper MERV rating. LESSEE is responsible for installing a new furnace filter upon vacating the Premises, regardless of 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.
15. **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 an actual cost charge per light bulb that is missing, not functioning, or of dissimilar color, wattage, or style. LESSEE will be assessed LESSOR'S maintenance labor charge



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for any work performed to remedy light bulbs. 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.

16. **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 LESSEE. LESSEE also understands that after the thirty (30) days 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 items in the Premises. 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 an actual cost charge per battery that is missing, or not functioning. LESSEE will be assessed LESSOR's maintenance labor charge for any work performed to remedy batteries. 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.
17. **PAINTING:** LESSEE agrees that painting shall be done only when necessary and only by 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 LESSEE, or LESSEE's occupants, guests, or invitees, the cost of such painting shall be charged to 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.
18. **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 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.
19. **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 LESSEE. 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.
20. **LESSOR LABOR RATE FOR REPAIRS/ REMEDY:** LESSEE agrees that findings by LESSOR or service requests and/or reportings to LESSOR that require LESSOR staff to remedy an issue due to LESSEE's intentional acts, negligence, misuse of the Premises or failure to follow any terms and conditions set forth in the Lease Contract, will be charged to LESSEE at a minimum rate of seventy-five dollars (\$75) per hour, except for in certain circumstances where another rate is agreed upon or when the service issue, reporting or finding is 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 is a reasonable hourly rate for any LESSOR staff time to repair or remedy a found or reported issue. 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.
21. **CONDITION OF PREMISES UPON VACATING:** At the end of the lease term, or whenever LESSEE vacates, LESSEE must return the Premises, including but not limited to all appliances, fixtures, etc., to the same condition that it was received upon the Original Lease Commencement Date, less any normal wear and tear. LESSEE is responsible for any costs the LESSOR incurs to return the Premises to its original condition prior to LESSEE taking possession or LESSEE's failure to follow the terms and conditions throughout the Lease Contract, 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.
22. **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, except as prohibited by law. The 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



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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. As allowed by law, 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.

23. **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.