

RULES AND REGULATIONS – ADDENDUM TO LEASE

Welcome New Tenants

Our goal is to provide you with the highest standard of apartment living possible, and to respond to your needs with promptness and efficiency. In return, we ask your cooperation in observing the following rules and regulations

1. **MANAGEMENT:** Your apartment building is being managed by Lofgren Properties. In general, all questions and inquiries should be directed to Lofgren Properties P O BOX 6473 Madison WI 53716-6473. Our telephone number is 608-222-0365. Our fax number is 608-222-7384.
2. **MOVING INTO YOUR APARTMENT:** We agree to have your apartment in a clean condition at the time of your move-in. Under no circumstances will Lofgren Properties be responsible for any separately contracted cleaning or reimbursement for cleaning time expended by anyone other than Lofgren Properties employees. Under no circumstances will rent be credited or pro-rated for lack of satisfaction of apartment cleanliness. Because all apartment move-ins take place at the same time in the Madison student area, Lofgren Properties requires up to twenty-one (21) days from your move-in date to complete any non-emergency repairs requested. Your check-in reports, given to you at move-in must be completed and returned to the Lofgren Properties office within seven (7) days of move-in for it to be considered valid.
3. **WHO MAY RESIDE:** All persons of legal age who reside in the apartment must be a signed party to the lease. The tenant **MAY NOT** add new residents to the apartment without prior written Landlord approval. If new residents are approved, the Landlord reserves the right to require additional rent, particularly if hot water or other utilities are paid by Landlord.
4. **CHECK-IN: Check-in time** begins at 12:00 p.m. on the first day stated in your lease. Checkout time is 11:00 a.m. on lease end date. Holdovers will be billed at \$35.00/hour. **No Exceptions!** Any requests to stay past 11:00 a.m. on lease end date must be in writing only. Upon commencement of your occupancy, you will be provided with a check-in form, which should be completed and returned to us within seven (7) days. This will ensure that there will be no deductions from your security deposit for defects that existed prior to your move-in, as well as notifying the managing agent of repairs which need to be made.
5. **RENT PAYMENTS:** All rent is due and payable on the fifteenth (15th) day of each month. Tenants shall make all rental payments in full. A late fee of 5% of total rent will be charged for any rent paid after the fifteenth (15th). There will be a \$25.00 fee for all checks returned whether it is NSF, account closed, etc. Any late fees or NSF check fees may be deducted from the security deposit in the event that they have not been paid in full during the term of the lease. No postdated checks will be accepted. Rent checks should be made payable to Lofgren Properties and mailed to the above address (see rules and regulations#1). Money orders or cashiers checks are also acceptable. Tenant is not allowed to deduct building supplies or labor from any given rent payment.
6. **AESTHETICS:** For aesthetic reasons, signs, posters, flags, sheets, articles of clothing, etc. are prohibited from being displayed in the window(s) of any apartment unit. Furthermore, towels, clothing, grills, bicycles, boots, etc. or any personal belongings should not be left in hallways, balconies, porches or attached to the exterior of any building or railing. Bicycles are not permitted to be stored in any apartment or residential room or hallways.
7. **PERSONAL PROPERTY:** Each tenant is responsible for the safety of his/her personal possessions for all hazards including fire, theft and water damage. Purchase of renters' insurance by the tenant is strongly encouraged. The landlord is not responsible for any damage to, or theft or property in storage areas provided by the management. Tenant is never allowed to store personal items or trash in any common area (i.e. hallways, stairwells, basement or attic).

8. **CARPET CLEANING:** Carpets are provided in an “as is” condition only. Lofgren Properties makes no warranties to the condition of carpet including, but not limited to, stains and/or cigarette burns. Lofgren Properties will make a condition report of all carpets in each apartment. Tenant is requested to do so as well, including number of stains and burns at beginning of tenancy. Madison General Ordinances no longer allow the standardized requirement of tenants to clean carpets at lease end. Tenant will not be charged for carpet cleaning except damage beyond normal wear and tear (excessive dirt/soil, stains and burns).
9. **HOLES:** Any holes caused by objects bigger than a thumbtack will be fixed at a rate of \$25 /hour.
10. **LIGHTING:** All bulbs are operational at time of move-in. If replacement bulbs are required, they must be purchased by the lessee and must be identical or like-kind replacement bulbs.
11. **BLINDS:** Blinds are provided only as a convenience to our tenants. Any issues with regard to cleanliness, damage, or replacement is strictly the responsibility of incoming Tenant.
12. **HALLWAYS AND COMMON AREAS:** Entrances, hallways and stairways must be kept free and clear of all debris including furniture, boxes, bicycles, toys, and other obstructions in accordance with fire safety regulations. Patios and balconies should not detract from the appearance of the apartment building. They are **NOT** to be used for hanging laundry or as parking spaces for vehicles of any kind. Furthermore, vehicles are not to be parked or driven on lawns. All cooking grills should be kept a safe distance from the building and automobiles. Tenant is responsible for complete removal of snow and ice from porches, steps, walks leading to and encompassing the property, as well as mowing and raking the lawn unless these responsibilities have been designated to another individual by the management. Signs or advertisements are not to be posted, attached or painted to any part of the building. Radios and/or television aerials are **NOT** permitted to be attached or placed on any part of the building or grounds. Such items will be removed at tenants’ expense. Any furniture placed outside of dwelling on porches, patios or balconies must be appropriate outdoor furniture. Snow removal/ice: walks must be cleared to the bare cement within 24 hours after storm has stopped and cleared to the full width. Tenant is responsible for any fines assessed for failure to comply with city codes.
13. **PARKING & VEHICLES:** Parking areas are provided for **OPERABLE** vehicles only. These areas may not be used for storage of vehicles or car parts, or for maintenance/repairs of vehicles. Any offending vehicle will be ticketed and towed at owners’ expense. If parking is included in rent, it is understood as meaning **ONE** off-street space only. Visitors should park in visitor parking only, or on the street. Abandoned vehicles and non-motorized vehicles such as campers, trailers and boats are not to be parked in the parking lot without written authorization. Unauthorized vehicles will be ticketed and towed at the owners’ expense. Tenants shall not wash vehicles in parking lot unless a designated area is provided. **Garage doors must be kept closed when not in use.**
14. **UTILITIES:** It is the tenant’s responsibility to establish all utility services upon move-in and move-out if you pay for them as stated in your lease.
15. **PLUMBING:** Please do not attempt to flush ANY items especially tampons down the toilet or garbage disposal which could cause them to become stopped up. Should it be necessary to have a plumber to unplug your toilet, tub or sink, you will be charged for the service call. The garbage disposal is to be used for soft garbage only; no bones, seeds, grease, shells, plastic or paper. These items should be deposited in the trash container. You will be charged for any service call or repairs required as a result of using your disposal for such items.
16. **GENERAL CARE:** Please keep windows closed when away. Weather damage to drapes, furniture or the apartment is the tenant’s responsibility. Replacement light bulbs within the apartment are to be furnished by the tenant. Please vacuum your carpet regularly. Clean carpets last longer and must be kept in the same condition as upon move-in. Tenant agrees to be responsible for repairs to all appliances when it is due to negligence of tenant (i.e. water damage resulting from open windows or improper use of shower enclosures, carpet or floor stains or burns, frozen pipes from a lack of oil in an oil tank or from turning the heat down too low, etc.) Cost for supplies and labor will be charged to the tenant who caused the damage. Any items which are the property of the building (i.e. furniture, screens, storms, carpet lawn care tools, etc.) may **NOT** be removed from the premises without prior landlord approval. Please do not install wall phones.
17. **CANDLES: Warning:** Candles are not allowed. Smoke from candles may create damage to apartment paint due to soot damage from the candles. Tenants will be responsible for any damaged incurred.

18. **SMOKING** is not allowed. Smoking in the apartment may cause additional work in getting apartment ready for re-rental. Resident is responsible for costs incurred for having blinds cleaned, special deodorizing of carpet or use of special equipment to rid the apartment of the smoke odor. Also, smoke may cause paint discoloration and the tenant may be responsible for restoration.
19. **PETS:** You **MUST HAVE** written permission to have pets, and the Pet Regulations must be complete and obeyed.
20. **LAUNDRY:** If laundry machines are provided, hours of use are 8:00 a.m. to 10:00 p.m. No personal machines are permitted without prior landlord approval.
21. **KEYS AND LOCKS:** If landlord is requested to unlock an apartment or entrance door because tenant has misplaced or forgotten keys, landlord reserves the right to charge tenant a fee of \$25.00 during normal business hours.
22. **SMOKE ALARMS:** Each rental unit is equipped with an operable smoke alarm. All tenants should note the location of fire alarms, fire extinguishers and building exits. It is the responsibility of the tenant to keep the smoke alarm in working order once he/she has taken possession of the rental unit. (See copy of smoke detector ordinance.) Smoke detectors are operational at the time of occupancy.
23. **CONDUCT:** Tenants are responsible for the conduct of their guests in their apartment or outside of the premises in accordance with the rules and regulations. Stereos, radios and televisions are not to be played so loud that they are objectionable to other residents or neighbors. Gatherings of residents and their guests are welcome provided such gatherings do not become boisterous, obscene or objectionable to other residents or neighbors. Parties (social gatherings) of more than six (6) persons are strictly prohibited without prior written authorization from the Landlord. The Landlord shall reserve the right to allow or disallow said request at its sole discretion. In addition, quantities of alcohol or fermented beverages larger (party ball, quarter/half/whole barrels, etc.) than single serve, twelve ounce containers are strictly prohibited. Should lessee and or any of his/her guests become disorderly or create unreasonable noise levels, it is grounds for lease termination.
24. **LANDLORD & MAINTENANCE ENTRY:** Tenant agrees to allow landlord to enter premises for showings or inspections provided landlord gives a twenty-four (24) hour notice. It is understood that a request for maintenance by tenant gives landlord permission to enter the premises to complete repairs. From time to time it is necessary for apartment buildings to be sprayed for pests. You will be sent ample notification with instructions for preparing your apartment for spraying. If there is a pest problem, it is necessary to spray the entire building to eradicate the problem, so cooperation of all tenants is required. If your apartment is not ready and re-spray is necessary, you will be charged \$50.00 for extra labor and inconvenience.
25. **SUBLETTING:** If you wish to sublet or re-rent your apartment prior to the expiration date of your lease, please contact the managing agent for specific procedures. There will be a \$150.00 sublet fee per person and in general, you will be responsible for finding a new tenant. All prospective tenants must fill out an application. The managing agent reserves the right to reject any applicant based on our normal application criteria. Please keep in mind that you will be responsible for all rent and other lease obligations to the end of your lease term unless a new tenant is found. You are also responsible for cleaning your apartment in accordance with normal check-out procedures.
26. **RE-RENTAL:** Tenant agrees to pay a \$200.00 administrative fee in the event that the leased premises need to be re-marketed due to Tenant breaching this lease agreement prior to its commencement. The administrative fee is in addition to any other costs of losses associated with re-renting the leased premises.
27. **VACATING THE APARTMENT:** When you vacate your apartment, it is your responsibility to leave it in the same cleaned condition in which you received it. Please call the landlord who will conduct a check-out of your apartment. Particular attention will be made to the following items, with charges as follows, plus cost of materials, charged to the tenant if landlord is left responsible for cleaning:

General Cleaning and Maintenance	\$30.00 per hour
Broken Windows and Light Fixtures	Replacement Cost (plus labor)
Damaged Walls/holes in walls	\$35.00 per hour
Scratches or Dents in Appliances	Repair Cost
Carpet Cleaning due to excessive stains/burns/marks	Cost of cleaning
Lost Keys	\$8.50 per key

28. **SECURITY DEPOSIT:** Lessee agrees to NOT deduct the security deposit from any given monthly rent payment. This deposit will be disbursed to the terms of the lease after the premises are vacated. **ONE** check is issued in the names of all tenants. A security deposit or itemized list of deductions will be sent to the tenant within twenty-one (21) days of vacating apartment. Before your security can be returned, Lessee must comply with the following:

- a) All rent payments must be paid in full. At no time can the security deposit be applied toward a rental payment.
- b) Utility bills must be paid and proof of payment must be received by this office for the period of lessee's occupancy or lease term.
- c) All late, NSF, sublet or other charges must be paid in full. (Any outstanding balances will be deducted from security deposit.)
- d) Lessee's forwarding address, in writing, must be received by this office before vacating apartment.

29. **LEASE ADDENDUM:** It is agreed to and understood that if the lease is a joint tenancy, all lessees are jointly and individually responsible for all terms and conditions of said lease. This ADDENDUM is a permanent, legal addition to the lease agreement. Failure to adhere to the terms of this addendum could be considered a BREACH OF CONTRACT and grounds for legal action against TENANT.

30. **HOLDING OVER:** For every HOUR a Tenant "Holds Over" after 11:00 a.m. on the day of lease expiration, a \$35.00 fee will be charged per hour.

No part of this agreement may be verbally amended. All agreements for alterations to apartment must be in writing.

_____ (Initials)

I, _____ (Tenant) on ____/____/____ (Date) have read and agree to all of the rules and regulations listed above.

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Landlord/Property Manager:

I, _____ (Landlord/Manager) on ____/____/____ (Date) have explained all of the rules and regulations listed above to the tenant(s).