



THE AMERICAN DREAM.
ONE SMART MOVE AT A
TIME.

**American Edge
Real Estate Services,
Inc.**

700 Wolske Bay Road
Menomonie, WI 54751
P: (715) 235-7999

RULES AND REGULATIONS

(Nonstandard Rental Provisions)

(Revised October, 2010)

Address of Premises: _____ Lease Period: _____

PAYMENTS

1
2
3 Payments received from the tenants shall first be applied to any outstanding billed or regularly
4 collected charges, with the remainder being applied to rent due.

5
6 All payments called for in the lease should be in the form of all cash or one check or one money
7 order from the tenants as a group. If the rent, utilities or other billed charges are paid by more
8 than one check or money order, there will be an additional administrative charge of \$15 for each
9 check or money order over the first one. If there is an insufficient funds check received from the
10 tenants the rent will be considered delinquent from the date that the rent check was due and a
11 \$40 returned check charge will be assessed per check.

12
13 Security deposits may not be used by tenants to pay any rent or other amount due during the
14 lease term.

15
16 Tenants will be responsible to pay additional fees for extraordinary administrative activities and
17 functions made on behalf of the tenants or made necessary by a default of the terms of the
18 lease by the tenant. Extraordinary administrative activities would include, but are not limited to,
19 preparing and executing sub-lease/assignment documents (\$50.00) and making copies of
20 documents and records relating to leases (other than those required to be provided by standard
21 Wisconsin Real Estate Statutes and Administrative Requirements). Items not considered
22 extraordinary functions are the preparation of Wisconsin Homestead Tax Forms, processing
23 rental applications and preparing original lease documents.

24
25 **CHECK-IN AND CHECK-OUT**

26
27 All tenants agree and designate _____ as the contact
28 person for coordinating the move-in at the start of the lease. One key for each tenant will be
29 given to the designated person and that person will distribute the keys to the other tenants.

30 **Keys will not be issued unless the security deposit and first month's rent are paid in full.**

31 During the check-out inspection all keys issued to the tenants must be returned. If all keys are
32 not returned there will be a \$75 per lock charge to re-key.

Tenant Initials

Tenant acknowledges that each item on this page has
been identified, discussed, and questions answered.

33 Due to the extremely short period of time between tenants, the possibility exists that the
34 premises may not have been cleaned. Should this occur, the landlord will have the premises
35 cleaned within 3 days or, if the tenant prefers, the tenant (acting as a "casual labor independent
36 contractor") may clean the premises for a mutually agreed upon price. After the cleaning is
37 done and approved by American Edge, the tenant shall be responsible for returning the
38 premises clean.

39
40 At the end of the lease term tenant agrees to schedule, in advance, a check-out inspection with
41 American Edge. This inspection must be with the last person moving out and everything must
42 be out of the premises and all tenants cleaning must be finished. There will be a \$50
43 administrative fee charged if a check-out inspection is not scheduled in advance. Tenants are
44 required to provide a written forwarding address to American Edge.

45
46 **CLEANING AND MAINTENANCE**

47
48 Tenants agree to regularly clean the premises and vacuum the carpets and keep the premises
49 in tenantable condition at all times, normal wear and tear excepted. Normal wear and tear is
50 defined to mean physical damage or deterioration of the premises as a result of normal use or
51 aging of the premises. Failure to perform regular cleaning and vacuuming causes abnormal
52 wear and tear to the premises and the carpet.

53
54 Tenants will completely clean the apartment, appliances, fixtures, floors and vacuum all carpets
55 at the end of the lease term to leave premises in a clean, rentable condition. Tenants agree that
56 failure to leave premises clean and in rentable condition constitutes abnormal wear and tear and
57 the landlord may, at the tenant's expense, perform any cleaning necessary. At the end of the
58 lease term American Edge will arrange professional carpet shampooing at the expense of the
59 tenant if the carpet is left dirty.

60
61 Tenants shall keep all common areas such as hallways, staircases, laundry rooms, etc. clear of
62 all personal items at all times. Tenants shall keep the inside and the grounds of the premises
63 clear of litter, trash and garbage.

64
65 Tenants will not flush sanitary napkins, coarse paper, rags, etc., down the toilets or pour grease
66 down any drains. If there is a partial or complete stoppage of wastepipes caused by tenants or
67 their guests which requires a clean-out, the tenants will be responsible for the plumbing costs
68 incurred. It is suggested that reminders be posted in bathrooms to notify guests of this rule.
69 Tenants are responsible for over-running of toilets and stoppage of wastepipes caused by hair
70 or other foreign material in drains.

71
72 Tenants are responsible for snow and ice removal from all sidewalks and driveways as required
73 by city ordinances. Tenants are responsible for mowing the lawn and maintaining the yard,
74 including leaf and litter removal. Tenants are responsible for providing their own equipment and
75 tools.

76
77 Run bath and kitchen fans (or open windows) enough to keep humidity levels low enough to
78 prevent interior condensation and damage from mildew. Close the door and run the bathroom
79 fan during and for 15 minutes after showering.

80
81 State law requires the owner (landlord) of a dwelling to install a functional smoke detector in the
82 basement of the dwelling and on each floor level (except attic or storage area). State law

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83 further requires the occupant (tenant) to maintain any smoke detector in the unit. Upon
84 discovery that a smoke detector in the unit requires maintenance (except new battery),
85 occupant (tenant) agrees to immediately either provide any maintenance necessary to make
86 that smoke detector functional or provide owner (landlord) written notification of the required
87 maintenance. Owner (landlord) shall, within 5 days of receipt of that notice, provide any
88 maintenance necessary to make that smoke detector functional. Tenants are responsible to
89 keep operational batteries in smoke detectors at all times.

90

91 Tenants are responsible for maintaining heat high enough to prevent frozen pipes.

92

93 In those properties that come furnished with laundry equipment that is not coin-operated, the
94 tenant shall be responsible for the maintenance and repair of the laundry equipment. Tenant is
95 advised to notify American Edge within 8 days of the start of the lease if the laundry equipment
96 is not in good working order.

97

98 Tenants shall be responsible for ensuring that garbage and recyclables are disposed of off-
99 premises at least weekly.

100

101 **MISCELLANEOUS**

102

103 The landlord, owner or management agent shall not be responsible to the tenant for damage or
104 destruction of personal property belonging to the tenant (including guests) due to or caused by
105 fire, water, mildew, mold, theft, burglary or mysterious disappearance. The tenant is
106 responsible to have liability and personal insurance.

107

108 Parking is limited to tenants' vehicles and restricted to designated parking areas. Non-operable
109 vehicles are prohibited from the parking areas.

110

111 The use of balcony railings for drying laundry is prohibited. Fire regulations prohibit leaving
112 anything in hallways, entryways or stairways. This includes bicycles, boxes, recycle bins, boots,
113 etc.

114

115 Fire regulations strictly prohibit the storage in residential buildings of any petroleum-based fuels
116 or engines run on fuels (including gas grills, motor bikes, lawn mowers, etc.).

117

118 No foil, plastic (except weatherization film), signs, rugs, blankets, etc. shall be placed on, over or
119 in any window or door. No signs may be placed on the exterior of the premises. If window
120 drapes/blinds are provided by the owner, only those may be visible from the outside of the
121 building.

122

123 Fire and safety regulations require that there is to be no locking hardware that could prevent
124 egress on doors leading to fire exits (including locks on doors of rooms leading to exit doors).
125 No hasp lock type hardware is permitted anywhere on the premises.

126

127 Fire escapes and jump platforms are for emergency use only. They are not to be used as a
128 deck or porch.

129

130 No external or internal door locks, padlocks or bolts can be installed or used without
131 authorization by the landlord. All lock changes are to be made by the landlord. Any locks
132 installed by the tenant will be removed and replaced at the expense of the tenant.

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been identified, discussed, and questions answered.

133
134 A "No Party Policy" applies to the premises to alleviate damages that occur on the premises and
135 to provide an atmosphere where all residents and neighbors can exercise their right to the quiet
136 and peaceful enjoyment of their homes. The term "Party" refers any loud or unruly gatherings
137 which result in complaints from one or more tenants or persons in the neighborhood OR results
138 in any visits from the police or other law enforcement authorities in response to loud or
139 otherwise disruptive activities. In the event that the tenant(s) violate this provision, they shall
140 remit the sum of \$100 to American Edge, payable immediately as and for additional rent.
141 Continued violation of this "No Party Policy" may result in the eviction of the tenants.
142
143 American Edge has and enforces a "No Tap Alcoholic Beverage" policy. No tap alcohol
144 containers of any kind or size are allowed on any part of the premises. In the event that the
145 tenant(s) violate this provision, the tenant(s) shall remit the sum of \$100 to American Edge,
146 payable immediately as and for additional rent.
147
148 No BBQ grills are to be used or stored on any porch, landing or entrance to the premises.
149
150 Water beds are not permitted on the premises unless in a proper frame and proof of liability and
151 property damage insurance is provided to the landlord before installing the water bed.
152
153 Only furniture designated for exterior use may be used in yards or on porches.
154
155 No person shall be allowed on any roof at any time for any reason.
156
157 Laundry facilities, if provided by the landlord, are limited to use by and for the tenants only.
158
159 Tenants are responsible to comply with all state and local regulations regarding recycling. All
160 trash and recycling containers shall be put out the night before collection and put away
161 immediately after collection. The landlord shall supply one covered garbage container to the
162 premises. Tenants are responsible to provide recycle bin(s) and additional garbage containers
163 if needed. Garbage is not permitted to be kept outside in anything other than a covered
164 garbage container (it attracts animals and is not permitted by the city).
165
166 Tenants and guests shall not smoke on the premises.
167
168 Water and sewer bills issued by The City of Menomonie include additional charges/user fees for
169 landfill/recycle/fire protection operations. The tenant is responsible for these charges/user fees.
170 These charges are not trash/recyclable pick-up and removal charges.
171
172 Satellite receivers are not allowed, either as a roof, wall or ground installation without the
173 specific written permission of American Edge.
174
175 Tenant is provided with the following after-hours emergency telephone number: (715) 308-1893.
176 An emergency is an occurrence that threatens the integrity of the building (i.e. burst pipes) or
177 tenants' health (i.e. lack of heat in winter). It does not include situations such as a lockout or
178 routine maintenance items such as minor faucet leaks.
179
180 Pursuant to ATCP 134.09 (4) Wisconsin Administrative Code, tenant grants American Edge a
181 security interest (lien) in tenants' personal property to secure all payments due under the lease.

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182 This provision modifies the general prohibition against seizing or holding tenants personal
183 property.

184
185 The lease requires all non-emergency requests for maintenance be made in writing. This
186 requires that a request form be filled out in the office. E-mail requests are not sufficient.

187
188 The lease provides that the final month of the term is not pro-rated.
189

190 In the event Tenant is responsible for payment of municipal utilities, Tenant agrees to pay said
191 utilities in a timely manner, prior to any penalties being assessed, and to present a paid "final"
192 receipt to Landlord. In the event Tenant does not pay said bills in a timely manner, or in the
193 event a final receipt is not presented upon surrender, Landlord may, at its option, contact the
194 utility provider, obtain the balance and pay the amount due. Tenant specifically agrees to
195 reimburse Landlord for the actual amount of the utilities paid plus a service charge of \$20.00 for
196 each utility provider Landlord must contact to obtain the balance and pay the amount due.
197 Tenant specifically authorizes Landlord to deduct any such unpaid charges from Tenant's
198 security deposit.
199

200 Tenant acknowledges Tenant is not authorized to have a pet on the premises. In the event a
201 pet enters the premises at any time, for any length of time during the tenancy, costs to repair
202 soiled carpets (removal of urine and feces stains and odor) and pest extermination (e.g. fleas)
203 expenses are considered damage beyond normal wear and tear as defined in Wisconsin
204 Administrative Code §ATCP134.06(3). Tenant agrees to pay costs of said carpet repair and
205 exterminating, and specifically authorizes Landlord to deduct charges for same from Tenant's
206 security deposit if not sooner paid. Nothing herein shall be construed as an authorization for
207 Tenant to keep a pet on the premises without written permission.
208

209 In the event Tenant requests maintenance or repair services inside the premises without
210 specifying that Landlord must contact Tenant before performing such repairs or maintenance
211 and without specifying a proposed time for maintenance or repair personnel to enter unit,
212 Tenant's request for such repairs and maintenance shall automatically be considered
213 authorization for Landlord or its designated contractors to enter the premises without further
214 notice to Tenant during reasonable business hours, and within a reasonable time from when the
215 repairs or maintenance are requested.
216

217 **DISCLOSURE OF AGENCY**

218
219 Tenant understands that American Edge and any property manager, rental agent or employees
220 thereof are representing the landlord's interests and owe duties of loyalty and faithfulness to the
221 landlord. They are also, however, obligated to treat all parties fairly and in accordance with Fair
222 Housing Laws and Standards.
223

224 _____ Date _____ Date
225

226 _____ Date _____ Date
227

228 _____ Date _____ Date
229

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