

# NONSTANDARD RENTAL PROVISIONS

The Nonstandard Rental Provisions listed below are part of your rental agreement and list the various charges and costs that your landlord may assess and withhold from your security deposit.

Name of Tenant(s): \_\_\_\_\_

Address: \_\_\_\_\_  
(Street) (City, State, Zip)

***(Strike provisions that are not applicable or which will not be used, add additional provisions as needed)***

1. \_\_\_\_\_ 1 **LATE FEE:** A late fee of \$ \_\_\_\_\_ will be assessed as set forth in the rental agreement upon all late rental  
2 payments. These fees may be deducted from tenant’s security deposit.
2. \_\_\_\_\_ 3 **RETURNED CHECK/STOP PAYMENT FEE:** If any payment by tenant is returned unpaid due to insufficient funds  
4 or for any other reason, tenant will be charged a fee of \$ \_\_\_\_\_ per occurrence. If landlord incurs any other  
5 costs or fees as a result of tenant’s payment being returned due to insufficient funds or for any other reason,  
6 tenant will also be responsible for the actual costs incurred by landlord as a result. These fees and costs may be  
7 deducted from tenant’s security deposit.
3. \_\_\_\_\_ 8 **GARBAGE/TRASH REMOVAL:** If tenant leaves garbage or trash in hallway, outside of door of unit, or in any  
9 other common area of building or yard which is not designated for the deposit of garbage or trash, tenant will be  
10 assessed a fee of \$ \_\_\_\_\_ plus the actual costs incurred by landlord to remove the garbage or trash. These  
11 fees and costs may be deducted from tenant’s security deposit.
4. \_\_\_\_\_ 12 **FAILURE TO PROPERLY DISPOSE OF RECYCLABLES:** It is the tenant’s responsibility to separate all recyclable  
13 materials and deposit them in appropriate containers as required by law or local ordinance. If tenant fails to  
14 separate recyclable materials and deposit them in the appropriate containers, tenant will be assessed a fee of  
15 \$ \_\_\_\_\_ for each occurrence plus the actual costs incurred by landlord to properly dispose of the recyclables.  
16 These fees and costs may be deducted from tenant’s security deposit.
5. \_\_\_\_\_ 17 **LAWN MOWING/SNOW REMOVAL:** If tenant fails to mow the lawn and/or remove snow from sidewalks or other  
18 designated areas within a reasonable time period, tenant will be assessed a fee of \$ \_\_\_\_\_ plus the actual costs  
19 incurred by landlord to complete the above. Tenant will also be responsible for payment of any municipal fines  
20 or other costs imposed on landlord due to tenant’s failure to comply with law or local ordinances regarding lawn  
21 mowing and/or snow removal. These fees and costs may be deducted from tenant’s security deposit.
6. \_\_\_\_\_ 22 **PARKING:** Tenant may park their vehicle in the designated area or space as set forth in the rental agreement.  
23 If tenant parks vehicle anywhere other than the designated area or space the tenant will be assessed a fee  
24 of \$ \_\_\_\_\_ for each day that the vehicle is parked in a non-designated space. Inoperable vehicles and  
25 vehicles in the process of being repaired may not be kept on the premises and the above-mentioned fee will also  
26 be assessed against tenant for each day that this rule is not followed. Tenant must insure that all visitors follow  
27 the above rules or risk being assessed the above-mentioned fees. These fees may be deducted from tenant’s  
28 security deposit.
7. \_\_\_\_\_ 29 **FAILURE TO PERMIT ACCESS TO UNIT:** If tenant fails to permit access to unit after landlord has properly  
30 complied with all notice provisions set forth in chapter 704 of Wisconsin Statutes and chapter ATCP 134 of the  
31 Wisconsin Administrative Code, tenant will be assessed a fee of \$ \_\_\_\_\_ for each occurrence. Tenant will  
32 also be liable for any damages and/or costs incurred by landlord as a result of tenant’s failure to allow access to  
33 unit. These fees and costs may be deducted from tenant’s security deposit.
8. \_\_\_\_\_ 34 **RETURN OF KEYS/GARAGE DOOR OPENER:** If tenant fails to return all keys and garage door openers provided  
35 by landlord when vacating, tenant will be assessed a fee of \$ \_\_\_\_\_. This includes all keys, including but  
36 not limited to, mailbox, laundry, and storage keys. These fees may be deducted from tenant’s security deposit.
9. \_\_\_\_\_ 37 **DAMAGE TO UNIT:** Tenant is responsible for repairing any damage to the unit prior to vacating. The unit should  
38 be left in the same condition as it was when tenant moved into unit. If tenant fails to repair any damages to the  
39 unit, tenant will be assessed the actual costs incurred by landlord up to \$ \_\_\_\_\_ per hour plus the costs of  
40 any materials. Such fees and costs may be deducted from tenant’s security deposit.
10. \_\_\_\_\_ 41 **MODIFICATIONS TO UNIT:** Tenant is not allowed to make any modifications to unit without the written consent  
42 of landlord as set forth in the rental agreement. If tenant makes modifications to unit without the written consent  
43 of landlord then tenant will be charged the actual costs to return the unit to its original condition. Such charges  
44 may be deducted from tenant’s security deposit.

Name of Tenant(s): \_\_\_\_\_  
\_\_\_\_\_

11. \_\_\_\_\_ 45 **RE-RENTAL COSTS:** If tenant vacates the unit without proper notice or is removed from the property for failure to  
46 pay rent or any other breach of rental agreement, tenant is liable for all charges permitted under §704.29, Wis. Stats.,  
47 including but not limited to all costs incurred to re-rent the vacated unit and all utilities for which tenant is responsible  
48 through the end of the term of the rental agreement, subject to the landlord’s duty to mitigate. Such charges may  
49 be deducted from tenant’s security deposit.

12. \_\_\_\_\_ 50 **FAILURE TO VACATE AT END OF LEASE OR AFTER NOTICE:** If tenant remains in possession without consent  
51 of landlord after expiration of lease or termination of tenancy by notice given by either landlord or tenant, or after  
52 termination by valid agreement of the parties, tenant shall be liable for any damages suffered by landlord because  
53 of tenant’s failure to vacate within the time required. In absence of proof of greater damages, landlord shall  
54 recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains  
55 in possession. Should the tenant’s hold over result in the loss of any portion of rent by the landlord, tenant shall  
56 be responsible for any lost rent. Such charges may be deducted from tenant’s security deposit.

13. \_\_\_\_\_ 57 \_\_\_\_\_  
58 \_\_\_\_\_  
59 \_\_\_\_\_

14. \_\_\_\_\_ 60 \_\_\_\_\_  
61 \_\_\_\_\_  
62 \_\_\_\_\_

63 Tenant acknowledges that landlord or landlord’s agent has specifically identified each nonstandard rental provision  
64 with tenant prior to entering into a rental agreement.

65 Date: \_\_\_\_\_  
66 \_\_\_\_\_  
67 \_\_\_\_\_  
68 \_\_\_\_\_

*Tenant Signature*

*Landlord Signature*

*Tenant Signature*

*Tenant Signature*

*Tenant Signature*

69 **When To Use:** A Nonstandard Rental Provisions document must be used if a landlord wants to deduct anything from a tenant’s  
70 security deposit other than: (a) tenant damage, waste, or neglect of the premises; (b) unpaid rent; (c) payment for utility service  
71 owed by tenant that was provided by landlord but not included in the rent; (d) payment for direct utility service owed by the tenant  
72 that was provided by a government-owned utility, to the extent that the landlord becomes liable for tenant’s nonpayment; (e) unpaid  
73 monthly municipal permit fees assessed against the tenant by a local unit of government under §66.0435(3), Wis. Stats., to the  
74 extent that the landlord becomes liable for the tenant’s nonpayment. The landlord shall specifically identify each provision with the  
75 tenant prior to entering into a rental agreement with the tenant. If the tenant signs his or her name, or writes his or her initials, by a  
76 nonstandard rental provision, it will be rebuttably presumed that the landlord has specifically identified the provision with the tenant  
77 and that the tenant has agreed to it.

78 §704.28(2), Wis. Stats.