



**Building Regulations & Lease Addendum**

MANAGER PRIMA MANAGEMENT, INC.  
ADDRESS 6273 University Avenue Ste C, Middleton, WI 53562  
PHONE (608) 831-4035 FAX (608) 833-3174

TENANT \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
APT # \_\_\_\_\_ CITY \_\_\_\_\_

This ADDENDUM is a permanent, legal addition to the lease agreement. Failure to adhere to the terms and conditions of this ADDENDUM could be considered a BREACH OF CONTRACT and grounds for legal action against the tenant.

1. **Rent is due on or before the FIRST of the month.**  
a. The rental discount will not be applied to rent received after the first of the month. The discount will not be applied to any month having a past or current unpaid balance after the FIRST of that month. b. In addition, all rents received after the fifth day of the month shall be charged an additional \$2 per day late fee from the sixth day until the rent is paid in full. c. Lessee agrees to pay a \$25 fee for any checks returned for any reason whatsoever. Landlord has the option to then accept only cash, certified check, or money order for future rental payments.
2. It is agreed and understood that if the lease is a joint tenancy, all lessees are jointly and individual responsible for all terms and conditions of said lease.
3. Any co-signer signed on the lease shall also designate himself/herself as tenant's agent for service of process in the event of any litigation from tenant's breach of any obligation herein.
4. Lessee agrees to not deduct the security deposit from any given monthly rental. This deposit will be disbursed to the terms of the lease after premises are vacated.
5. It is agreed that if said apartment is sublet for any reason, lessor will prepare all necessary agreements. If lessee desires lessor to secure the sub-lessee and they do so, a charge will be assessed lessee in the amount of 1/2 of one month's rent. If lessee secures sub-lessee, there will be an administrative charge of \$100. It is also understood that Lessee is legally responsible to fulfill the lease contract in its entirety if a sub-lessee is not secured. If any concessions were granted during any part of this lease, payment will be due in full for said concessions immediately upon material breach of the said lease, which includes securing a sub-lessee. X \_\_\_\_\_
6. If lessee desires to add a new tenant to the existing lease, lessor must first approve lease application. There will be an administrative charge of \$100 to be submitted with the application.
7. Homestead tax credit forms are NOT provided or completed by the landlord. The Department of Revenue does not require owners/agents to fill them out. Please keep your receipts and/or copies of canceled checks, as you feel appropriate.
8. No personal belongings may be stored anywhere outside the leased unit without written permission of Landlord. This includes, but not limited to attics, stairways, hallways, basements, porches, and yards. Any article found in these areas shall be deemed abandoned and will be removed by the landlord without notice and without liability to the landlord.
9. Tenant agrees to allow lessor to enter premises for showings or inspections, providing lessor gives 24-hour notice. **It is understood that a request for maintenance by lessee gives lessor permission to enter the premises to complete repairs without any additional notice to the tenant. However, landlord will attempt to make it convenient for tenant.**
10. Lessee is not allowed to charge for building supplies or labor to lessor without prior approval. Lessee is not allowed to deduct supplies or labor from any given rent payment without prior written permission from *Prima Management, Inc.*
11. When the tenant controls the thermostat, tenant shall maintain a reasonable amount of heat in cold weather to prevent damage to the premises. However, tenant shall not set the temperature so as to waste energy and/or create an un-tenantable situation for other residents. In the event tenant suspects or detects a mechanical heating failure, it is the tenant's responsibility to notify the landlord immediately.
12. Lessee agrees to be responsible for repair to all appliances when it is due to the negligence of the lessee.
13. Costs for supplies and labor will be charged to a resident who causes damage to the apartment or building due to tenant negligence (i.e. water damage resulting from unclosed windows or improper use of shower enclosures, carpet or vinyl stains or burns, frozen pipes from lack of oil in an oil tank or from turning heat too low, plumbing damage resulting from tampons, sanitary napkins, and other items in toilets and other plumbing fixtures, etc.). The cost for repair of any damage to the apartment or building that develops due to the tenant negligence will be charged to the tenant at professional rates for supplies and labor.
14. Tenant is allowed to use only small nails or tacks to hang pictures. Poster putty and two-sided tape are not allowed, and the tenant will be charged for any damage resulting from their use.
15. In the event the landlord is requested by the tenant to unlock an apartment or entrance door for any reason, the landlord reserves the right to charge the tenant a fee of \$25 during normal business hours and \$50 during non-business hours. This fee is to be paid in cash at the time of entrance. Tenants may not change locks. In the event the tenant loses a key, and requests the lock to be re-keyed, the tenant prior to re-keying the lock shall pay an applicable charge.
16. Fire regulations prohibit the use of charcoal grills on 2nd floor balconies or within 10 feet of the building. *See addendum.*
17. Patios and balconies cannot be used as a storage area. Patio furniture may be left on patios during summer only and removed during the other months.



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18. All garbage must be put in tightly sealed containers or plastic trash bags when placed outside for pick-up. Trash may not be put out more than 12 hours prior to pick-up and containers must be brought back from curb within 12 hours after pick-up. Any fines assessed for failure to comply are the lessee's responsibility.
19. Lessee agrees to comply with all *Prima Management, Inc.* and city code requirements regarding recycling of trash. Any fines assessed for failure to comply are the lessee's responsibility.
20. Lessee agrees to comply with all posted signs and regulations regarding parking, pets, etc. at the apartment building.
21. No abandoned vehicles (e.g. vehicles being repaired or having flat tires, non-current license plates, inoperative, etc.) recreational vehicles, boats, or trailers are permitted on the property at any time. There will be a \$10 daily charge from date of notification until such abandoned vehicle, boat, or trailer is removed from the property. No vehicles may be parked on any boulevards/ front/ side/ or back yards at anytime, even for loading and unloading.
22. If you have permission to have a pet, the Pet Regulations must be obeyed. Dogs must be on a leash. Animals are not allowed to be left outside unattended. **The pet owner on premises must pick up pet droppings.** X \_\_\_\_\_
23. Lessee is never allowed to store personal items or trash in any common areas (i.e. hallways, stairwells, basement, or attic).  
\*\* The next two items do not apply to houses and/or duplexes. \*\*
24. \* Please do not operate laundry after 10:00 P.M. or before 9:00 A.M. Do not leave clothes in the washer or dryer.
25. \* The basement is to be kept locked at all times, by order of the Fire Department. Please do not leave clothing, boots, shoes, posters, bicycles, toys, or anything of personal belonging in the halls or outside. This is an ordinance required by the fire inspector.
26. Tenants on a house lease shall be responsible for their own snow removal and lawn care. Any fines assessed for failure to remove ice or snow or mow lawns, etc. will be the tenants' responsibility.
27. It is **STRONGLY** recommended that each occupant carry his or her own renter's insurance policy. Neither the Landlord or Prima Management, Inc insurance policies cover your personal belongings. We cannot guarantee absolute dryness in the basement, so please do not put items in the basements that could be easily damaged by moisture. (Our insurance does not cover items damaged by water in any basement.)
28. No air conditioners, portable electric heaters, waterbeds, dart boards, extra refrigerators, or washers and dryers are allowed in apartments without written permission by the lessor.
29. If during your occupancy, you have a situation and/or problem needing special attention and we can be of assistance, please phone **831-4035**.
30. Lessee acknowledges receipt of a CHECK-IN/OUT FORM at the time the keys are released and is aware that it is his/her responsibility to complete the form and return it to the rental office within **7 working** days after receiving keys to the apartment/house/duplex. Lessee understands and acknowledges that if check-in/check-out form is not completed and returned to *Prima Management, Inc.*, that the rented unit is considered to be free from any and all defects. X \_\_\_\_\_
31. Security deposits and an itemized list of deductions will be sent to tenant within 21 days after tenant vacates. It shall be the tenant's responsibility to leave a forwarding address at the time of checkout. Objections to the security deposit returns must be made in writing and mailed to the management office within 21 days of receipt of the deposit return.
32. In order to get your security deposit back in full, the following items must be fulfilled:
  - 1) All terms and conditions of your lease must be fulfilled;
  - 2) When applicable, renters must provide a paid water utility billing to *Prima Management, Inc.* at time of checkout;
  - 3) Rent will be paid in full;
  - 4) Clean floors and carpeting;
  - 5) Clean appliances, including range and refrigerator;
  - 6) Clean bathroom;
  - 7) Clean walls, cupboards, and closets;
  - 8) Clean all windows and sills;
  - 9) Light bulbs in working order;
  - 10) All Keys returned.

### ADDITIONAL NON-RENT TENANT CHARGES

33. The tenant will be charged a sublet fee or lease addition fee of \$100 to cover bookkeeping charges. This fee is due and payable at the time the application is handed in.
34. Abandoned vehicles (e.g. vehicles being repaired, having flat tires, non-current license plates, inoperative, etc.) are not allowed on the property. There will be a \$10 daily charge from the date of notification until such abandoned vehicle, boat, or trailer is removed from the property. Vehicles that do not have the correct parking tag are subject to ticketing and towing.
35. Tenant hereby agrees to have the carpet professionally shampooed upon move-out if carpet is soiled beyond normal wear and tear. Additional charges will be assessed for specific cleaning needs, such as pet odor, stains, etc.
36. Tenant agrees to deliver the premises to the landlord at the time of termination of this lease in a clean state. This means cleaning all carpets if needed and floors, cleaning cupboards and kitchen appliances thoroughly, cleaning bathroom fixtures and floors, and removing all trash from the apartment. In the event the landlord must clean the unit after the tenant vacates, the cleaning costs assessed to the tenant shall be at a rate of **\$30** per hour.
37. Upon vacating the unit all apartment and other keys are to be delivered to the landlord or management at checkout. Any keys not returned at the checkout will result in a re-key charge of \$50 for the first lock and \$25 for each additional lock. Mailbox re-keys will be charged actual replacement cost. Individual laundry or security door keys will be billed at a rate of \$5 per key.
38. All storm windows and screens must be in place or resent at checkout time. In the event interior windows are broken or damaged, or storm windows or screens are missing or broken, charges will be assessed based actual costs incurred.



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- 39. Tenant is not allowed to have pets on the premises at any time without *Prima Management, Inc.* prior written consent or written consent from the building landlord. If a pet is acquired without prior written approval, or if the tenant boards someone else's pet, there will be an automatic fine of \$150, and the rent will increase by \$5 per day for every day that the pet remains on the premises. This provision in no way grants permission to keep a pet and the original provisions of the rental agreement shall prevail.
- 40. Landlord does not furnish replacement light bulbs for the apartment. Replacement bulbs are to be purchased by the tenant. All light bulbs must be in working order upon move-out, otherwise replacement charges will be assessed.
- 41. The checkout appointment time is the lease maturity date and time, unless otherwise agreed upon. Tenant must vacate the premises no later than the lease maturity date and time. Lease maturity date and time is of the essence. A penalty fee of \$100 will be assessed if the occupant and the occupant's possessions are not completely removed from the premises by the lease maturity date and time. An additional use and occupancy charge of \$50 per hour will be assessed for each hour the tenant remains in occupancy past the lease maturity date and time. In the event the lease does not state a specific time, the maturity time of each lease shall be noon.
- 42. ***Tenant agrees to give landlord 60-day written notice prior to lease expiration if tenant plans to move out at lease expiration. Verbal notice is insufficient.***
- 43. The last day of any lease term is the final day of the month unless otherwise stated in the current lease. This also means that written notice must be received by landlord on or before the last day of a given month. The last month's rent must be for a full month without prorating. Failure to give proper written move-out notice will subject tenant to liability for future rentals, cost of reletting, and other damages and charges to which the Landlord is entitled.
- 44. Hold Over: If tenant holds over and fails to move out on or before the exact date required under this contract (i.e., the end of the initial lease term or the end of the month of any renewal or extension period), tenant shall be liable to pay rent for the hold-over period and to indemnify Landlord and Agent and/or prospective tenants for damages incurred (including lost rentals and lodging expense), and at Landlord's option, Landlord may extend the lease term for one month by delivering written notice to tenant or tenant's apartment while tenant is holding over. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand.
- 45. Lessee is not allowed to drill holes that could weaken any of the building's support structures without prior written approval from Landlord or *Prima Management, Inc.*
- 46. Lessee agrees not to attach any awnings or other projections to the outside walls of the building, or to the balconies or terraces, without prior written permission from Landlord or *Prima Management, Inc.*
- 47. Lessee agrees to hold harmless and indemnify *Prima Management, Inc.* and the Landlord for any claims for personal injury or property damage related to negligent or intentional acts by the tenant or the tenant's guests or invitees.

**ACCEPTANCE AND CONSENT**

This list of building regulations, special conditions and NON-RENT CHARGES is fully incorporated in and becomes a part of the lease entered into between the tenant and landlord. No oral agreements have been made. This form, riders, if any, and the Apartment lease are the entire agreement between the said parties. Tenant(s) hereby agree(s) to the above conditions of tenancy.

X \_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Landlord/Agent's Signature

\_\_\_\_\_  
Date