

NONSTANDARD RENTAL PROVISIONS The Nonstandard Rental Provisions listed herein are part of your Rental Agreement.

Address: _____

1. **Term:** All tenancies shall commence at 12pm (noon) on the first day of the term and end at 12pm (noon) on the last day of the term. Tenants taking occupancy prior to the first of the month will have rent pro-rated for this particular month; however the tenancy will commence on the first day of the month following the occupancy date. No representation, promises, or agreements, as to the date of permission have been made.

2. **Agreement Termination:** The tenancy created by acceptance of this Application and Rental Agreement may be terminated on 60 days' written notice by Tenant or on 28 days' written notice by Landlord with said period ending on the last day of the month in which said notice expires, provided, however, that Tenant may not terminate this tenancy within the first 6 months of the tenancy. In addition, Tenant may NOT terminate this tenancy such that the effective date of the termination occurs during the period of time commencing with **November 1st** of any given calendar year and ending with **March 31st** of the following calendar year.

3. **WeEnergies Assignment:** Tenant agrees to have Landlord assign/create the required utility payment account with the local provider. Tenant must maintain utilities for the Premises until the end of the lease term or until the last day that Tenant is responsible for rent. Tenant will be responsible for the cost of all utilities through the end of the lease term or until the last day that Tenant is responsible for rent. If the Premises is occupied by more than one Tenant, Tenants may identify the tenant to be assigned to the utility account in the space provided. If Tenants responsible for terms of the Agreement do not assign a representative for the utility account, the Tenants authorize Landlord to assign any one of the Tenants to the utility account.

Tenant's name: _____

4. **Notice to Vacate:** A 60 days **written** notice to terminate the tenancy is required by the rental due date. If Tenant vacates at any time and for any reason without prior written permission from Landlord, Tenant fails to provide written notice or provides notice after the rental due date Landlord will charge an Improper Notice Fee equal to one month's rent. Tenant is required to meet with the Building Manager prior to, or on the last day of the term, and no later than 12pm (NOON) on the last day of the term for the purpose of conducting a final move out inspection of the Premises and to return keys.

5. **Holding Over:** If tenant remains in possession of unit after 12:00pm on the last day of the term the tenant agrees to pay a hold over fee. The fee is \$75.00 for the first day and double the daily rent for each day thereafter. Fees will begin computing at 12:01pm.

6. **Assignment or sub-lease of Tenancy:** Tenant shall not assign this tenancy or sublet the premises or any part thereof without the prior written consent of the Landlord. If Landlord permits an assignment or sublease, such permission shall in no way relieve Tenant of Tenants' liability under this Tenancy.

7. **Late Fee:** There shall be liquidated damages in the amount of \$50.00 for all rental checks not paid by the 5th day of the month in which the rent is due.

8. **Returned Payments:** There shall be liquidated damages for any bad check given for the payment of rent, which is not honored by Tenant's bank at the time of initial presentation by Landlord. The amount of such liquidated damages shall be \$50.00 returned check and \$50.00 late rent fee.

9. **Failure to Leave Forwarding Address:** If tenant vacates the premises without providing the landlord with a forwarding address then the landlord is allowed to send any and all further notice or communication to the tenant by mail to the tenant's last known address.

10. **Return of keys:** Charges for re-keying, changing locks, or replacing keys if all keys are not returned at the end of tenancy; charges for replacement keys and/or re-keying during the term of tenancy, as a result of the loss of keys by resident(s) or other circumstances caused or created by resident(s).

11. **Property Left on Premises:** If tenant shall leave any personal property on the premises after vacating or abandoning the premises, Tenant shall be deemed to have abandoned said property, and Landlord shall have the right to dispose of the property as provided by law.

12. **Landlord's access to unit:** Landlord may enter your unit at reasonable times and upon proper advance notice to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers. Landlord may enter the unit for the amount of time reasonably required to complete the above. Advance notice means at least twelve (12) hours advance notice unless tenant, upon being notified of the proposed entry, consents to a shorter time period. The above does not apply to the landlord's entry of the unit if any of the following apply: (a) the tenant, knowing the proposed time of entry, requests or consents in advance to the entry; (b) a health or safety emergency exists; (c) the tenant is absent from the unit and the landlord reasonably believes that entry of the unit is necessary to protect the premises from damage; (d) tenant requests maintenance to be performed within the unit.

13. **Damages to the Premises.** It is the responsibility of the Tenant to provide insurance coverage for his personal property. Landlord shall not be liable for any loss or damage which Tenant may sustain from: (a) theft or burglary in or about the Premises; (b) delay or interruption in any service for any cause whatsoever; (c) fire, water, rain, frost, snow, gas, or odors or fumes from any source whatsoever and from injury or damage caused by bursting or leaking pipes or failure or backing up of sewer drains and pipes; (d) any injury to any person or damage to any person or property not caused by Landlord's direct negligence; (e) failure to keep said premises, appliances, and equipment therein in repair.

14. **Fines:** Fines will be assessed for unauthorized pets, pet waste removal, broken blinds, garbage and recyclables not being disposed of into the designated containers provided by Landlord. Garbage or trash in the hallway, outside the door of apartment, or in any common areas of the building or yard. Opened windows and/or storm windows during heating months if Landlord pays for heat. The use of either the toilet or garbage disposal in a manner outside the designers' intended uses resulting in damage or multiple service requests.

15. **Tobacco Use:** Cost to remove smoke odors and/or smoke saturation to walls and carpeting due to tobacco use. Cost may include the use of an ozone machine, and/or a primer coat(s) and additional expenses for painting and any other expense needed to restore the apartment, studio/efficiency up to \$300, one bedroom up to \$400, and two bedrooms up to \$600.

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Landlord/Agent for Landlord Date

Tenant acknowledges that the landlord or agent of the landlord has specifically identified these nonstandard provisions to tenant prior to entering into the Rental Agreement and that so the tenant agrees to each and every nonstandard provision contained herein and has been individually initialed each point.