

NONSTANDARD RENTAL PROVISIONS

Tenant and Landlord must initial each relevant paragraph, and sign at the bottom of this form.

1 **Description of Premises:** _____
2 _____ ("Premises")

3 **UTILITIES PAYMENT UPON SURRENDER** Tenant's Initials: _____ Landlord's Initials: _____
4 In the event Tenant is responsible for payment of municipal utilities Tenant agrees to pay said utilities in a timely manner,
5 prior to any penalties being assessed, and to present a paid "final" receipt to Landlord. In the event Tenant does not pay
6 said bills in a timely manner, or in the event a final receipt is not presented upon surrender, Landlord may, at its option,
7 contact the utility provider, obtain the balance and pay the amount due. Tenant specifically agrees to reimburse
8 Landlord for the actual amount of the utilities paid plus a service charge of \$20.00 for each utility provider Landlord must
9 contact to obtain the balance and pay the amount due. Tenant specifically authorizes Landlord to deduct any such
10 unpaid charges from Tenant's security deposit.

11 **PET DAMAGE** Tenant's Initials: _____ Landlord's Initials: _____
12 Tenant acknowledges Tenant is not authorized to have a pet on the premises. In the event a pet enters the premises at
13 any time, for any length of time during the tenancy, costs to repair soiled carpets (removal of urine and feces stains and
14 odor) and pest extermination (e.g. fleas) expenses are considered damage beyond normal wear and tear as defined in
15 Wisconsin Administrative Code. §ATCP134.06(3) Tenant agrees to pay costs of said carpet repair and exterminating,
16 and specifically authorizes Landlord to deduct charges for same from Tenant's security deposit if not sooner paid.
17 Nothing herein shall be construed as an authorization for Tenant to keep a pet on the premises without written
18 permission.

19 **AUTHORIZATION TO ENTER FOR REPAIRS** Tenant's Initials: _____ Landlord's Initials: _____
20 In the event Tenant requests maintenance or repair services inside the premises without specifying that Landlord must
21 contact Tenant before performing such repairs or maintenance and without specifying a proposed time for maintenance
22 or repair personnel to enter the unit, Tenant's request for such repairs or maintenance shall automatically be considered
23 authorization for Landlord or its designated contractors to enter the premises without further notice to Tenant as follows:

24 **CHECK LINE 25 OR 27 AND COMPLETE AS APPLICABLE**
25 Landlord's maintenance and repair personnel may enter the premises during reasonable business hours, and within a
26 reasonable time from when the repairs or maintenance are requested.
27 _____
28 _____ **STRIKE ONE**.

29 **OTHER** Tenant's Initials: _____ Landlord's Initials: _____
30 _____
31 _____
32 _____

33 **OTHER** Tenant's Initials: _____ Landlord's Initials: _____
34 _____
35 _____
36 _____

38 LANDLORD: _____ TENANTS: _____
39 _____ (Date) _____ (Date)

40 _____
41 _____ (Date)

42 TENANT: _____
43 _____ (Date) _____ (Date)

Drafted By Attorney Richard Staff
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RELATED STATUTES AND RULES

44 **ATCP 134.06 Security deposits.**

45 (3) SECURITY DEPOSIT WITHHOLDING; RESTRICTIONS.

46 (b) A rental agreement may include one or more nonstandard rental provisions which authorize a landlord to withhold
47 from a tenant's security deposit for reasons not identified under par. (a). The landlord shall include the nonstandard provisions,
48 if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord provides to
49 the tenant. The landlord shall specifically identify and discuss each nonstandard provision with the tenant before the tenant
50 enters into any rental agreement with the landlord. If the tenant signs or initials a nonstandard rental provision, it is rebuttably
51 presumed that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and that the
52 tenant has agreed to it.

53 Note: The separate written document under par. (b) may be pre-printed.

54 (c) This subsection does not authorize a landlord to withhold a security deposit for normal wear and tear, or for other
55 damages or losses for which the tenant cannot reasonably be held responsible under applicable law.

56 **ATCP 134.09 Prohibited practices.**

57 (2) UNAUTHORIZED ENTRY.(a) Except as provided under par. (b) or (c), no landlord may do any of the following:

58 1. Enter a dwelling unit during tenancy except to inspect the premises, make repairs, or show the premises to prospective
59 tenants or purchasers, as authorized under s. 704.05(2), Stats. A landlord may enter for the amount of time reasonably
60 required to inspect the premises, make repairs, or show the premises to prospective tenants or purchasers.

61 2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means at least
62 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter time period.

63 (b) Paragraph (a) does not apply to an entry if any of the following applies:

64 1. The tenant, knowing the proposed time of entry, requests or consents in advance to the entry.

65 2. A health or safety emergency exists.

66 3. The tenant is absent and the landlord reasonably believes that entry is necessary to protect the premises from damage.

67 (c) A rental agreement may include a nonstandard rental provision authorizing a landlord to enter a tenant's dwelling unit at
68 reasonable times, under circumstances not authorized under par. (a) or (b). The landlord shall include the nonstandard
69 provision, if any, in a separate written document entitled "NONSTANDARD RENTAL PROVISIONS" which the landlord
70 provides to the tenant. The landlord shall specifically identify and discuss the nonstandard provision with the tenant before the
71 tenant enters into any rental agreement with the landlord. If the tenant signs or initials the nonstandard rental provision, it is
72 rebuttably presumed that the landlord has specifically identified and discussed that nonstandard provision with the tenant, and
73 that the tenant has agreed to it.

74 Note: The separate written document under par. (b) may be pre-printed.

75 (d) No landlord may enter a dwelling unit during tenancy without first announcing his or her presence to persons who may
76 be present in the dwelling unit, and identifying himself or herself upon request.

77 Note: For example, a landlord may announce his or her presence by knocking or ringing the doorbell. If anyone is present in
78 the dwelling unit, the landlord must then identify himself or herself upon request.

79 **704.11 Lien of landlord.**

80 Except as provided in ss. 704.05 (5), 704.90 and 779.43 or by express agreement of the parties, the landlord has no right to
81 a lien on the property of the tenant; the common-law right of a landlord to distrain for rent is abolished.