

# **RULES AND REGULATIONS – Addendum A**

Welcome Resident(s): The Rules and Regulations are for the protection of the rights and privileges of the resident(s) and the protection of the owner's property and rental collection procedure. The resident(s) and guests shall comply with all federal, state, and local laws and city ordinances. The Rules and Regulations, now or hereafter, are adopted by the owner/management for the safety, comfort, and welfare of all occupants. The owner/management reserves the right to change or add to these Rules and Regulations as needed. This set of Rules and Regulations are a part of, and should be attached to the resident's copy of, the apartment lease. A signed copy will be attached to the office copy of the lease.

## **1. CONTACT US**

- a. The office at 22 Langdon St (608) 255-6550 does not have set hours. You can easily reach us during business hours via email at [office@laketowne.com](mailto:office@laketowne.com) or by scheduling an appointment to meet with us. Maintenance requests can be made through your tenant portal, via email at [office@laketowne.com](mailto:office@laketowne.com) or via phone (608)255-6550.
- b. **For after hours emergencies, please call (608)219-7749.** After hour emergency calls should be limited to actual emergencies, such as: total heat outage during the winter, total electrical outage, a plumbing emergency such as water streaming from faucets/toilet or through ceilings. Minor electrical or plumbing problems that can wait until the next business day without endangering the health or safety of the residents or our property, should be reported via tenant portal/email/office phone.

## **2. RENT PAYMENTS ARE DUE ON THE 1<sup>ST</sup>**

- a. Rent is due on the FIRST of each month, late on the SECOND, unless otherwise agreed by the owner/management. Payments can be made through tenant portal or by delivery to 22 Langdon #101 Madison, WI 53703. Payments made after the 5<sup>th</sup> of the month are to be paid electronically or by cash during office hours.
- b. If your rent is paid after the first, it is considered delinquent and the discount does NOT apply.
- c. Checks returned due to nonsufficient funds (NSF), or otherwise not clearing the bank, will be assessed a \$35.00 fee: discount does not apply.
- d. Resident(s) acknowledge that the security deposit cannot be used to pay all or portion of the rent at any time.

## **3. OCCUPANCY**

- a. Residents are jointly and severally responsible for payments of all rent and lease conditions and terms. Only persons designated by name on the lease are permitted to reside on the premises. Business use or sales are not permitted on premises.
- b. Any guest staying longer than 2 weeks is in violation of the lease and must have written permission from landlord/management.

## **4. INSURANCE**

- a. Lessee is solely responsible for the safety of his/her personal possessions from any and all hazards, including fire, theft, and other elements. The owner/management is in NO WAY liable. The lessor shall NOT be responsible for any loss or damage to any personal property in apartment, stored in lockers, basements, storerooms, on balconies, or anywhere on the property (grounds). RENTER'S INSURANCE is recommended and available through most insurance companies.

## **5. STORAGE**

- a. Lessee understands that any storage area, locker, or storeroom used in the property is the full responsibility of the lessee and that the lessor shall not be responsible for any loss or damage. The owner/management is in NO WAY liable. Owner/management does not warrant security of the lockers or any storage area(s). All storage areas are to be empty and clean at move out - any cleaning needed will be charged \$50.00/hour.
- b. The entrance, passageways, stairwells, hallways, exits, porches, balconies, and patios shall NOT be used for storage of any kind; must be kept clean/clear at all times. Personal property stored in these area(s) will be removed by the lessor without notice.

## **6. PETS**

- a. Pets are NOT permitted unless specifically stated in the lease and Pet Clause is completed; pet charges may apply. If an unauthorized pet is found, including visiting pets, there will be a fine of \$25.00/per day per unauthorized pet. If applicable, the pet owner or resident is responsible for any damage caused by any pet and for cleaning up after the pet. There will be a \$25.00 charge on every instance of not cleaning up pet waste. Pets, visiting or authorized, are not allowed in the hallways or basement at any time.

## **7. TRASH**

- a. All trash shall be "secured tightly in appropriate plastic bags" and placed in the designated trash area (not in the entrance, passageways, stairwells, hallways, exits, porches, balconies, patios, laundry room or beside dumpster). Properly secure all trash to keep the building grounds litter free. Containers other than plastic bags are unacceptable (ie, boxes).
- b. Recycling - All households MUST recycle - guidelines are provided. Any fines assessed to the property for noncompliance of municipal recycling ordinances shall be paid promptly by the resident(s).

## **8. CARE OF PREMISES AND OTHER INFORMATION**

- a. Resident(s) must NOT remove any fixture (such as shelves, window coverings, fan globes, etc.) permanently attached. These must remain in the apartment. Other personal attachments must not be fixed without prior consent of the lessor. Sheets and blankets are not appropriate window coverings.
- b. Storm windows and screens are self-storing and shall NOT be removed from the windows. Repair, replacement or reinstallation of any screens and/or storms at time of move-out will be charged to the resident(s) unless otherwise noted on the check-in form.
- c. To prevent water damage and burglary to your own or adjoining apartments, close all windows, patio and balcony doors tightly when leaving the premises and building. Get to know your neighbors for security. Do not admit anyone that you do not know to the building, or prop the door/lock open. If you are away during the heating season, the thermostat is to be set at a minimum of 55 degrees to avoid freezing the pipes and other damage, DO NOT leave windows open during heat season. DO NOT turn the heat OFF during this time, costs resulting from this kind of damage will be charged to the resident(s). Notify the management if you will be gone for more than one week.
- d. Cars, trucks, scooters and motorcycles are not to be driven nor parked on lawns or any area not designated for parking. Unauthorized vehicles will be ticketed and/or towed; strict adherence to "No Parking" areas must be maintained. No abandoned vehicles, boats, trailers, and/or recreational equipment are permitted on the property. All vehicles must be removed from the parking areas 12 hours after any snowfall. Maintenance on vehicles on the property is not permitted.
- e. There will be a charge (\$50 minimum) for any fixing of toilets due to improper disposal of foreign objects (including but not limited to feminine hygiene products, soap, food remains, caps, etc.) whether intentional or accidental – keep your toilet lid down. Any fixtures, toilet, sinks, drains, garbage disposals and the like should be working properly at move-out or repair will be charged to the resident(s); do not dispose of cat litter down any drain. Please report when drains are draining slow – do not wait until they are fully clogged.
- f. Storage of motorcycles or scooters is NOT permitted in the common areas. No parking allowed on premises without written permission and signed parking agreement, unauthorized vehicles will be ticketed.
- g. No additional electrical equipment is allowed on the premises without written approval and agreement with the management for compensation of operating said equipment unless resident pays own electricity. This includes, but is not limited to space heaters, air conditioners (see 8(l)), aquariums, (de)humidifiers.
- h. Porches, balconies, patios, and other community areas are an added benefit for your living enjoyment and convenience; however, the building must be kept attractive. These areas are NOT to be used as storage, for hanging laundry, or vehicle storage of any kind. According to code, and for the safety of all resident(s), cooking grills are to be 10 feet from any wooden structure.
- i. All doors and windows have been provided with proper locking devices. Lessee is responsible for notifying the management if any lock is not in acceptable condition or not in working order. Any damage to these items, not noted on the check-in form, regardless of who, when or how they were damaged, shall be charged to the resident(s).

- j. Zoning and occupancy information is available for all buildings upon request.
- k. Guaranteed performance of, and maintenance to, phone and cable jacks is not provided by management.
- l. Air Conditioners - will be charged an additional \$50.00 per month per AC unit (prorated by weeks) during the months the unit is in the window, unless lessee pays the electricity. The lessee is responsible for the care of covers for built-in A/Cs and cost of replacement due to damage or loss. Maintenance must install all a/c units not built-in – contact the office to schedule installation. Any damage to window frame or building due to improper tenant installation of a/c unit, and damaged or missing screens and storm windows, will be charged to the tenant.

**9. CONSIDERATION OF OTHERS**

a. Social and friendly gatherings of resident(s) and their guests are welcomed, provided such gatherings do not become objectionable to other resident(s) or the management. Resident(s) are responsible for the conduct of their guests in their apartments or anywhere else on the premises including the outside areas. Stereos, radios, and televisions are to be played at a responsible sound level and at reasonable hours so that it is not objectionable to others (this includes people noise). The resident(s) shall not perform any act or carry on any activity or practice which may injure the building or be a nuisance or menace to the other resident(s).

**Residents, others in their household, and persons under their control must not take part in illegal drug/alcohol activity in or near their rental area or FACE EVICTION.**

**10. LAUNDRY**

a. Laundry facilities are provided in most buildings. PLEASE KEEP THIS AREA CLEAN AT ALL TIMES. Be considerate of others' laundry and the hours in which you use the equipment. Lessor assumes no responsibility for loss of property due to misuse or malfunction of laundry equipment, or leaving laundry unattended. If a problem occurs, call (608)255-6550 or email office@laketowne.com.

**11. SMOKE & CARBON MONOXIDE DETECTORS**

a. All smoke detectors and fire equipment have been properly installed on the premises for your protection – do not tamper with or remove. Wisconsin State Statute 941.12, states that "whomever interferes with, or removes, or tampers with, without authorization, any smoke detector, fire extinguisher, fire hose or any other fire equipment is guilty of a felony." Madison General Ordinance 34.14(15) 'Tampering with Fire Protection Equipment' states "any person who violates any provision of Sec. 34.14 shall be subject to a maximum forfeiture of two hundred dollars (\$200.00) per day for each day." Resident(s) must notify the management in writing or via email of any problems with detectors and/or other fire equipment installed in their apartment. SMOKE DETECTORS SAVE LIVES! All resident(s) should learn locations of fire alarms, extinguishers, and building exits.

b. Carbon monoxide detectors have been installed in apartments where needed in accordance with local, state and federal requirements. Do not tamper with or remove. Report any issues with the detector promptly.

**12. KEYS**

a. All entry, mailbox and apartment keys must be accounted for by the resident(s). There will be a \$25.00 charge for each missing or replaced key. Should it become necessary to rekey locks due to resident(s) negligence or non-return at move-out, there will be an additional replacement charge of \$100.00. At move-out, resident(s) must turn keys in by 10am the day after lease expiration term or be subject to the above charges.

b. Lock outs – minimum charge for a lock out is \$50.00. Management may charge up to \$100.00 for late night or holiday lock outs.

**13. CLEANING**

a. Resident(s) shall at all times keep his/her apartment and its premises and fixtures in a clean and sanitary condition. There will be a semi-annual inspection of all units. Upon move-out, resident(s) is responsible for leaving the apartment in move-in, tenantable condition. If it is NOT, the resident(s) will be charged \$50.00 per hour for any cleaning done. A cleaning checklist will be furnished. Residents are responsible for returning all flooring to the condition found at move-in. Management highly recommends professionally shampooing carpet to help remedy any damage or excessive wear and tear caused during tenancy. Residents are responsible for moving and cleaning under all appliances unless doing so will damage the flooring.

**14. SUBLETTING OR RE-RENTING YOUR APARTMENT**

a. **Subletting:** Should resident(s) desire to sublet their apartment, the lessee must find a qualified replacement. **All sublets must be approved by the management; this does not release the original lessee from the obligations, conditions, and terms of the lease.** Resident(s) shall be subject to a \$100.00 non-refundable sublet fee per applicant to cover administrative costs. In the event management sublets your apartment for you, the resident is subject to a \$150.00 sublet fee. These fees do not include or cover any advertising or other costs and is NOT termination of payment. Lessee's security deposit will not be refunded until the termination date of the original lessee(s)'s lease – lessee should get a security deposit from sublettor. Management does not do apartment inspections for sublets. Inspection reports will be provided.

b. **Re-renting:** In the event the resident needs to re-rent their apartment, it is the resident's responsibility to find a qualified replacement, \$100.00 administrative fee applies. If the resident elects to have the management assist in this re-rental, there will be a fee of ½ the security deposit plus costs for advertising, loss of rent and time spent per showing. These fees in no way release resident from the previous contractual agreement. Re-rental applies ONLY between March 1 and August 1, otherwise it is considered a sublease and the above listed provisions apply.

**15. MOVE-OUT**

a. Expiration of lease term is 10am of the day recorded on the lease. All personal possessions and cleaning must be done by this time. Management will check-out the apartment at their convenience. Any "holdovers" will be charged double rent per day until the keys are turned in – late key return charges will also apply.

**16. SECURITY DEPOSIT REFUND**

- a. Security deposits will be returned in full if:
1. All rent and fees are paid in full and received by the management.
  2. Any utility bills paid in full.
  3. All keys returned on time.
  4. Apartment is clean and left in "move-in" condition.
  5. Lessee(s) must leave a forwarding address with the management.

Security deposits will be refunded within 21 days, in accordance with Wisconsin law, of when management knows apartment has been vacated.

**17. MAINTENANCE**

A request for maintenance will be handled in a timely manner depending on the severity. A request for maintenance by the lessee is lessor's authorization to enter the apartment to make the repairs within 48 hours without further notice.

**Acknowledged by:**

**Date:**

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