

NONSTANDARD RENTAL PROVISIONS

Tenant must sign each relevant provision and Landlord should sign at the bottom of this form.

1 Tenant must sign each relevant paragraph regarding the rental agreement for: _____
2 _____ ("Premises").

UTILITIES PAYMENT UPON SURRENDER

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 Tenant Signature(s): _____

PET DAMAGE

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

20 Tenant Signature(s): _____

AUTHORIZATION TO ENTER FOR REPAIRS

22 In the event Tenant requests maintenance or repair services inside the premises without specifying that Landlord must
23 contact Tenant before performing such repairs or maintenance and without specifying a proposed time for maintenance
24 or repair personnel to enter the unit, Tenant's request for such repairs or maintenance shall automatically be considered
25 authorization for Landlord or its designated contractors to enter the premises without further notice to Tenant as follows:

CHECK LINE 27 OR 29 AND COMPLETE AS APPLICABLE

27 Landlord's maintenance and repair personnel may enter the Premises during reasonable business hours, and within
28 a reasonable time from when the repairs or maintenance are requested.

29 _____

30 _____

31 Tenant Signature(s): _____

OTHER

33 _____

34 _____

35 _____

36 _____

37 _____

38 _____

39 _____

40 _____

41 Tenant Signature(s): _____

42 LANDLORD: _____

Drafted By Attorney Debra Peterson Conrad
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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

43 Wis. Stat. § 704.28 Withholding from and return of security deposits.

44 (2) NONSTANDARD RENTAL PROVISIONS. Except as provided in sub (3) rental agreement may include one or more
45 nonstandard rental provisions that authorize the landlord to withhold amounts from the tenant's security deposit for reasons
46 not specified in sub. (1)(a) to (e). Any such nonstandard provisions shall be provided to the tenant in a separate written
47 document entitled "NONSTANDARD RENTAL PROVISIONS." The landlord shall specifically identify and discuss each
48 nonstandard rental provision with the tenant before the tenant enters into a rental agreement with the landlord. If the tenant
49 signs a nonstandard rental provision, it is rebuttably presumed that the landlord has specifically identified and discussed that
50 nonstandard rental provision with the tenant and that the tenant has agreed to it.

51 (3) NORMAL WEAR AND TEAR. This section does not authorize a landlord to withhold any amount from a security
52 deposit for normal wear and tear, or for other damages or losses for which the tenant cannot reasonably be held
53 responsible under applicable law.

54 Wis. Admin. Code § ATCP 134.09 Prohibited practices.

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

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

59 2. Enter a dwelling unit during tenancy except upon advance notice and at reasonable times. Advance notice means at least
60 12 hours advance notice unless the tenant, upon being notified of the proposed entry, consents to a shorter time period.

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

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

63 2. A health or safety emergency exists.

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

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

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

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

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

77 Wis. Stat. § 704.11 Lien of landlord.

78 Except as provided in ss. 704.90 and 779.43 or by express agreement of the parties, the landlord has no right to a lien on the
79 property of the tenant; the common-law right of a landlord to distraint for rent is abolished.