





# NONSTANDARD RENTAL PROVISIONS ADDENDUM

This addendum is a permanent, legal addition to the lease agreement. Failure to adhere to the terms of this addendum could be considered a breach of contract and grounds for legal action against the tenant.

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## Rental Payments

Rental payments in the form of check or money order are due and payable on or before the fifteenth day of each month. Checkless EFT payments can be made via the McBride on-line payment processor PSN as listed on the homepage of [www.McBrideCompanies.com](http://www.McBrideCompanies.com) or via this direct link: <https://www.PaymentServiceNetwork.com/login.asp?acc=RT18874>. Cash payments are not accepted and checks are presented for payment as they are received independent of the posted date. A \$50.00 credit for timely payments will be issued for each apartment, not each lessee. A late fee of \$5.00 per day will apply to all rents received after the twentieth day of each month which is in addition to the loss of the rental discount. Checks or electronic payments returned by our bank for any reason will be assessed an additional \$35.00 charge along with the rental discount loss of \$50.00. If a second check is returned, all future payments will be required to be made by money order or certified check.

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## Multiple Occupancy

All adults of legal age residing in the apartment must be signed parties to the lease agreement. Each roommate is jointly and severally liable for the performance of the Lease Agreement for the apartment. Rent is due and payable under the terms addressed in the Lease Agreement. All roommates are responsible for the full amount due. If a portion of the rent remains unpaid, all roommates will be pursued for payment as provided by law. If one roommate shall vacate the leased premises, the remaining roommate(s) shall continue to be responsible for the full rent due. If another roommate is to move into the premises, the proposed new roommate must be approved by management, undergoing the same approval process used in originally leasing the apartment prior to moving in. It is understood that management shall have the right to refuse to allow a new roommate if the proposed roommate does not qualify under the screening process by credit, income and rental history and the vacating roommate shall not be relieved of liability until the new applicant has been approved or the remaining roommate accepts full responsibility for the lease. Failure of the proposed new roommate to qualify shall not relieve the existing roommate(s) of any responsibilities under the Lease Agreement. Security deposits will be held for the entire term of the Lease Agreement. If one roommate shall move from the apartment while another remains, the roommates should settle the disposition of the security deposit among themselves, as a refund or forfeiture of the security deposit by management will only be made when the apartment is vacated by all parties. Security deposit refunds will be made jointly to roommates on the Lease Agreement at the time the apartment is vacated and mailed to the forwarding address of any one of the roommates. All roommates must agree upon any roommate additions or substitutions and understand their obligation to give proper notice to vacate all parties involved, including roommates. If there are any damages or rent owing when the apartment is vacated, all roommates will be equally liable and management may, at its sole discretion, pursue collection from any one or all roommates.

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## Subletting

Lessee is authorized to place his/her accommodations up for sublet by contacting the Landlord. Essential items in the sublet agreement stipulate that (1) original lessee remains liable and responsible for rental payments on the due date and (2) lessee remains responsible for all items contained in the lease agreement and addendum. The landlord must approve of the sublessee rental application. A \$50.00 administrative fee will be charged to the original lessee at the time that the new application is accepted. If the Landlord's rental agent secures a sublessee, the fee to the Landlord for the rental agent's time and effort is an additional \$200.00. Should McBride Companies LLC act on behalf of the original tenant and secure a suitable sublettor, apartment viewing appointments are charged at \$15.00 per viewing and any advertisements placed on behalf of the specific apartment are charged at face value. If the apartment lease term has not yet begun and Lessee wishes to sever the lease agreement a minimum of 30 days in advance of lease start date, Landlord will act on behalf of Lessee to secure an alternative Lessee for the total fee of \$200.00. Any person of legal age who resides in the rental unit must be a signed party to the lease. Lessees may not add residents without the prior approval of the landlord.

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## Tenant Conduct

Tenants are responsible for the conduct of their guests in their apartment or outside of the premises in accordance with these rules and regulations. Stereos, radios, games, and televisions are not to be played so loudly that they are objectionable to other residents or neighbors. Gatherings of residents and their guests are welcome provided such gatherings do not become boisterous, obscene, or objectionable to other residents or neighbors. Parties (social gatherings) of more than ten (10) persons are strictly prohibited without prior written authorization from the landlord. The landlord shall reserve the right to allow or disallow said request at its sole discretion. In addition, quantities of alcoholic or fermented beverages larger (quarter/half/whole barrels, etc.) than 750ml containers are strictly prohibited. NO BARRELS OR KEGS ARE ALLOWED ON THE PROPERTY AT ANY TIME. Should Tenants elect to host large a gathering with or without the landlord's consent and any resulting trash, debris, refuse, decorations, party favors, human waste, etc. not be tidied from any common area after said gathering, Tenant will be assessed a minimum cleaning fee of \$100.00 per occurrence. If professional carpet or other cleaning is needed as the result of said gather(s), the full charge of such service will be assessed to the primary offending unit's residents. Assessment will be charged to primary hosting unit after review of video recordings. Fireworks of any nature are not allowed to be ignited on or in any apartment, porch, deck, or common area of any building at any time. Any fireworks ignited by a Tenant or Tenant's guest will result in immediate eviction proceedings. Should lessee or any of his/her guest(s) become disorderly or create unreasonable noise levels, it shall be the option of the lessor to declare this lease null and void.

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## Aesthetics

For aesthetic reasons, signs, posters, flags, sheets, articles of clothing, etc. are prohibited from being displayed in the window(s) or exterior door(s) of any apartment unit. Towels, rugs, doormats, clothing, grills, bicycles, toys, boots, etc. or any personal belongings should not be left in any hallways, balconies, catwalks, porches, or attached to the exterior of any building, railing or tree. Bicycles or any motor vehicles are to be stored only in the designated areas and are not permitted to be stored in any apartment or residential room, attached to trees, fences, railings, posts, etc. Bicycles outside of the designated area(s) will be removed. No painting of any surface within the apartment or common areas is allowed under any circumstances. No satellite dishes or antennas of any sort may be mounted to any exterior part of the building. Coniferous (holiday) trees are not permitted in any dwelling unit, but artificial trees are allowed. Fresh cut wreaths or decorations are not to be hung on apartment entry doors.

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## Surveillance Cameras

In an effort to prevent vandalism and damage to the property, monitoring devices may have been installed in the common areas, exterior, and garage areas. The devices are used for the limited purpose of monitoring the conduct of persons who may cause such damage and destruction.

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## Smoking and Flammables

All McBride Companies LLC buildings are non-smoking. Aside from the proven health concerns, cigarette, cigar, and pipe smoking are highly damaging to all surfaces--particularly painted surfaces, carpet, hardwood, and blinds. For this reason, smoking within the building common areas, apartments, patios, decks, or anywhere on the property is absolutely prohibited. Any damage caused by smoking or candles resulting in yellowing, residue, odor or any other smoke-related damage is not considered normal wear and tear and repair or replacement damages will be charged accordingly. Additionally, candles, halogen lights, exposed element space heaters or any other high temperature devices are prohibited. Grills of any variety are strictly prohibited.

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Tenant, Jointly & Severally

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Tenant, Jointly & Severally

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Tenant, Jointly & Severally

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Agent date



# NONSTANDARD RENTAL PROVISIONS ADDENDUM

\_\_\_\_\_ **Equipment or Structure Failure**

In the unlikely event of equipment or structure failure, i.e., refrigerator, oven, air conditioner, roof, window, skylight, laundry equipment, etc., Landlord will make timely and reasonable efforts to repair such equipment or structure as possible during normal business hours. Air conditioners will be repaired outside of normal business hours only during times of extreme high temperatures and medical necessity subject to the availability of service personnel. Should there be any loss to Tenant's possessions for any reason due to equipment or structure failure, reimbursement for such items' loss shall be solely compensated via Tenant's renters' insurance coverage. Landlord assumes no responsibility for reimbursement of any of Tenant's personal possessions, alternative lodging needs, or rental fee abatement as the result of equipment or structure failure.

\_\_\_\_\_ **Maintenance**

Maintenance for labor that is not normal wear and tear will be charged at the hourly rate of \$40.00. Lessee agrees to pay for any charges to re-key or replace locks if all the originally issued keys are not returned at the end of the lease term and for any charges incurred during the lease term for loss of keys or lockout. Lessee agrees to use the toilets and drains in a manner that ensures proper operation. Lessee agrees to be liable for charges associated with the unplugging of toilets or drains due to misuse or negligence by resident or their guest(s) at the minimum charge of \$40.00 per occurrence for business hour visits or \$80.00 per occurrence for non-business hour visits. Lessee agrees to be responsible for the costs associated with damage to surrounding building areas in the event toilets, drains, etc. are used negligently and the ensuing overflow damages surrounding areas. Lessee agrees to use the electrical system in the manner originally intended and to not overload electrical circuits beyond designed capacities. Lessee agrees to pay for the resetting of circuit breakers due to misuse or negligence by resident or their guest(s) at the minimum charge of \$40.00 per occurrence for business hour visits or \$80.00 per occurrence for non-business hour visits. Maintenance personnel are billed at the minimum hourly rate of \$80.00 for Lessee requested non-essential visits during non-business hours. Maintenance requests made via the McBride voicemail or email system will be addressed the same business day as received or the next business day if received outside of business hours with no further entry notice required or issued. Maintenance or other requests made via the McBride Companies emergency voice mail system not deemed to be emergency situations will be assessed a minimum response fee of \$80.00.

\_\_\_\_\_ **Housekeeping**

Good housekeeping is expected of all Lessees. Lessee agrees to keep the apartment clean and in sanitary condition, free of trash, rubbish, debris, food, etc. at all times. Lessee agrees not to permit any deterioration or destruction to occur while occupying the Premises and to maintain the walls, woodwork, floors, furnishings, fixtures, appliances, windows, screens, doors, fences, plumbing, air conditioning, heating, electrical and mechanical systems as well as the general structure and appearance of the property for the duration of the lease term. Failure of Lessee to maintain an acceptable level of housekeeping will result in cleaning services initiated by Landlord and charged to the Lessee's account.

\_\_\_\_\_ **Moisture Accumulation**

To minimize the occurrence and growth of mold, Tenants are required to remove any visible moisture accumulation discoloration in or on the Premises including on walls, windows, floors, ceilings, and bathroom fixtures. Spills are to be thoroughly dried as soon as possible after occurrence. Bathroom and kitchen exhaust fan use is strongly encouraged. Tenants are required to promptly notify Landlord in writing of the presence of any water leak, excessive moisture, standing water inside the apartment or any community common area, surface discoloration in or on the apartment that persists after Tenant has tried unsuccessfully to remove it with household cleaning solution such as Tilex Mildew Remover, Lysol, or a water/bleach solution or a malfunction in any part of the heating, air-conditioning, or ventilation system in the apartment.

\_\_\_\_\_ **Key Retrieval**

Keys are available for pick up after 12:00 PM on the first day of the lease term not including weekends or national holidays during normal business hours. Please plan to retrieve your keys and move in packet by appointment Monday thru Friday, 9:00 AM to 5:00 PM. After hours key retrieval may be available with an afterhours surcharge of \$80.00. Complete apartment key sets are dispensed to the first person of any multi person group with the retrieving person responsible for individual distribution after retrieval.

\_\_\_\_\_ **Vehicle Parking**

Vehicle parking on the property is by separate arrangement only and no guest, visitor, short term, or temporary parking is available. Any motorized vehicle (scooter, motorcycle, automobile, truck, etc.) parked on the property that is not authorized to do so is at risk for off-site towing at the minimum cost of \$125.00 by Schmidt's Auto, Inc. 24 hours per day every day of the year. Schmidt's Auto, Inc. is engaged to enforce unauthorized parking vehicles in order to maximize the authorized parking for residents and McBride Companies LLC receives no compensation from any towed vehicle fee. McBride Companies LLC is not responsible at any time for any vehicles towed not displaying or furnishing the proper valid permit or vehicle information.

\_\_\_\_\_ **Security Deposit**

The security deposit shall not be applied to the last month's rent. In addition to the standard security deposit deductions allowable under ATCP 134.06, the Landlord may deduct the following items from the security deposit, if not paid by resident(s) by the end of tenancy. These charges are for items above normal wear and tear: negligence, physical damage to apartment, damages from heavy tobacco or smoke use, additional cleaning of apartment plus a 15% administration fee, additional maintenance to restore apartment to original condition, holdover fee for failure to vacate apartment by 12:00 P.M. on the last day of the lease term. The fee is \$200.00 for the first day beginning at 12:01 P.M. and double daily rent thereafter. The security deposit shall be refunded in full if the following conditions are met: (1) all rental payments must be paid in full in a timely fashion, (2) lessee's forwarding address in writing must be received by the landlord, (3) check-out form is completed in full, (4) utility bills are paid in full for the tenant's term of occupancy, (5) all originally issued keys are returned to the landlord by the end of the lease term and (6) all terms and conditions of the tenant's lease are fulfilled. The security deposit shall be disbursed for cleaning and repairs if the apartment is not left in the proper condition. If the security deposit does not cover the costs of cleaning or repair, lessee agrees to pay for additional costs. If resident vacates prior to lease termination, at any time and for any reason, without prior written permission from Landlord, Landlord may in addition to all rental payments due pursuant to the terms of the Apartment Lease deduct mitigation costs allowable under Chapter 704 of the Wisconsin Statutes, including, but not limited to, advertising costs, rental commissions, sublet fees and/or showing fees. All security deposit checks are sent via the United States Postal Service with proof of mailing documentation. If Lessee wishes for any reason to alter, hold, cancel, void, etc. any security deposit check, there is a minimum \$30.00 transaction fee.

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Tenant, Jointly & Severally

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Tenant, Jointly & Severally

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Tenant, Jointly & Severally

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Agent date

## Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

### LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards, if not take care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Landlord's Disclosure:

> \_\_\_\_\_ (A) Presence of lead-based paint or lead-based paint hazards – check one below:  
Agent initials

\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing. Explain:

\_\_\_\_\_

Landlord had no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

> \_\_\_\_\_ (B) Records and reports available to the Landlord – check one below:  
Agent initials

\_\_\_\_ Landlord has provided the resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing --- list the documents below:

\_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment – initial blank:

> \_\_\_\_\_ (C) Resident has received copies of all information listed above.  
**Tenant initials**

Agent for Landlord's Acknowledgement – initial blank (if applicable):

> \_\_\_\_\_ (D) Agent has informed the landlord's obligation under 42 U.S.C. 4852(d) and is aware of his/her responsibility  
Agent initials to ensure compliance.

### Certificate of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information provided by the signatory is true and accurate. By executing the application, the applicant acknowledges receipt of the lead-based paint pamphlet.

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Tenant, Jointly & Severally

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Tenant, Jointly & Severally

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Tenant, Jointly & Severally

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Agent date





# CITY OF MADISON FIRE DEPARTMENT

325 West Johnson St, Madison, WI 53703-2295  
Phone: 608-266-4420 ♦ Fax: 608-267-1100 ♦ E-mail: [fire@cityofmadison.com](mailto:fire@cityofmadison.com)

## SMOKE ALARM LANDLORD/TENANT REQUIREMENTS

**Madison General Ordinance (MGO) 34.42 (3) Maintenance of Smoke Alarms** establishes the following requirements for property owners and tenants relative to the maintenance of smoke alarms:

**1) The owner of any residential building shall:**

- a) Replace the battery for a secondary power supply in all smoke alarms each time the lease is renewed or as recommended by the manufacturer, whichever time period is shorter.
- b) Replace the batteries in any smoke alarm whenever the battery is insufficient or unable to power the smoke alarm.
- c) Replace non-operational, damaged, or missing smoke alarms with smoke alarms meeting the requirements of MGO 34.42 (2)(a).
- d) Provide all tenants with the manufacturer's maintenance and testing instructions.
- e) Upon each new lease and at least once every 12 months for every continuing tenant, provide tenants with fire safety educational materials as prescribed by the Fire Chief. Materials are available at [www.madisonfire.org](http://www.madisonfire.org).
- f) Upon each new lease and once every 12 months for every continuing tenant, complete and sign this document as prescribed in MGO 32.06(4).

**2) The tenant shall be responsible for:**

- a) Maintaining and testing, in accordance with the manufacturer's instructions, smoke alarms that are within the dwelling unit during the term of the tenancy.
- b) Notifying the owner in writing if a smoke alarm becomes inoperable. The owner shall have five days from receipt of such written notice to repair and replace the inoperable alarm(s). Any smoke alarms which are powered with standard batteries which are found to be inoperable shall be replaced by the owner with smoke alarms meeting the requirements of MGO 34.42 (2)(a).
- c) Completing and signing this document as prescribed in MGO 32.06(4).

**3) No person, including tenants or occupants, shall tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable (MGO 34.26).**

**4) Where smoke alarms powered solely by commercial light and power have been installed and maintained in accordance with this chapter, such smoke alarms shall continue to be used and maintained in accordance with the manufacturer's instructions.**

**5) No smoke alarm may remain in service for more than ten years unless the manufacturer specifies a different service life.**

**ANY PERSON WHO VIOLATES ANY PROVISION OF SEC. 34.26 SHALL BE SUBJECT TO MAXIMUM FORFEITURE OF \$172 FOR THE FIRST VIOLATION.**

**NO DWELLING UNIT OR PREMISES MAY BE OCCUPIED, USED, OR RENTED WHICH DOES NOT COMPLY WITH THIS ORDINANCE.**

### TENANT

By signing this I state that I have read this document and understand:

- 1. That the required alarms are installed and operating in accordance with this section.
- 2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.
- 3. My responsibilities for the maintenance and testing of smoke alarms as outlined in MGO 34.42.
- 4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm.

\_\_\_\_\_  
Tenant Name Printed

\_\_\_\_\_  
Tenant Signature                      date

\_\_\_\_\_  
Tenant Name Printed

\_\_\_\_\_  
Tenant Signature                      date

### AGENT

By signing this I state that I have read this document and understand:

- 1. That the required alarms are installed and operating in accordance with this section.
- 2. It is a violation to tamper with, remove, alter, damage or otherwise render any smoke alarm inoperable.
- 3. My responsibilities for the installation of smoke alarms as outlined in MGO 34.42.
- 4. The penalties for rendering smoke alarms inoperable or otherwise affecting the performance of the alarm.

\_\_\_\_\_  
Agent Name Printed

\_\_\_\_\_  
Agent Signature                      date

Questions concerning placement and maintenance of smoke alarms should be directed to Fire Prevention Unit of the Madison Fire Department at 608.266.4484.

**SMOKE ALARMS SAVE LIVES!**

# THIS PAGE IS OPTIONAL SUBJECT TO AVAILABILTY AND LANDLORD APPROVAL

## NONSTANDARD RENTAL PROVISIONS ADDENDUM

### PET ADDENDUM

AMENDMENT to lease for a pet(s) at 511 W. Doty Street, apartment XX, Madison, WI 53703. Pet addendum term coincides with the apartment lease term. This addendum is a permanent, legal addition to the lease agreement. Failure to adhere to the terms of this addendum could be considered a breach of contract and grounds for legal action against the tenant.

WHEREAS, the Resident desires to keep a certain pet described below on the said premises and the Rental Agreement specifically prohibits allowing pets on the premises; the Rental Agreement is hereby amended to grant such permission to the Resident. In exchange for this permission, the Resident agrees as follows:

1. To pay additional rent in the amount of \$50.00 (Fifty Dollars) per month per animal (maximum of one animal per apartment unit).
2. To keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet.
3. To keep the pet from damaging any property belonging to the Owner/Agent or others. Pet dander, residue, hair, odor, etc. is not considered 'normal wear and tear' and will require professional carpet cleaning at the expense of the resident. A receipt showing this service has been completed must be furnished upon check out or McBride Companies LLC will provide this service at the expense of the resident.
4. To immediately pay for any injury, damage, loss, or expense caused by the pet (In this regard, it is expressly understood that at no time shall the Resident apply any part of the deposit towards such amounts due, but rather, the Resident shall make restitution immediately and separately from the deposit. It is further understood that such restitution shall be made over and above any rent paid in accordance with Item #1 of this Pet Agreement.)
5. To keep the pet under control at all times especially during times of requested or routine maintenance, showing, or other visits. Owner/Agent will not be responsible for cost of damaged items, if any, should uncaged animal bolt from the dwelling unit or if access to a relief station is somehow altered during such visits.
6. To keep the pet restrained, but not tethered, when it is outside of the dwelling.
7. Not to leave the pet unattended for any unreasonable periods.
8. To hold the Owner/Agent harmless from all liability arising from the Resident's ownership or keeping of the pet, including but not limited to any liability resulting from the Owner/Agent turning said pet over to local pet policing authorities should the pet be found unsupervised.
9. To dispose of the pet's droppings properly and quickly.
10. To insure that pet will wear the appropriate Local Animal License, a valid Rabies Tag and tag bearing the owners name and phone number. All licenses and tags must be kept current.
11. To provide the Owner/Agent with evidence from the Veterinarian that all necessary shots are current and that the pet does not display a tendency to be aggressive or harmful.
12. Tenant agrees to control flea infestation and will exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by tenant.
13. Tenant agrees that Owner/Agent will not be responsible for the injury, harm, or death of the animal, and agrees to hold Owner/Agent harmless for any damages suffered as a result of any harm caused on the animal or by the animal upon another person, guest or employee. Tenant shall be responsible for the entire amount of all damages caused by the pet as well as the entire amount of any injury to individuals or property. Tenant is encouraged to obtain a Pet Liability Policy that can be added as a rider to most renter insurance policies.
14. Pet shall not create any conflict or disturbance with others and will not threaten any physical harm to anyone.

The permission granted herein shall be limited to a certain pet described as follows:

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Full-grown Weight: \_\_\_\_\_ Full-grown Height: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Neutered: Yes No Declawed: Yes No

Should the Resident fail to comply with any part of this Pet Agreement, the Owner/Agent reserves the right to revoke permission to keep the pet- In such event, the Resident agrees to permanently remove the pet from the premises within 48 hours of receiving written notice thereof from the Owner/Agent; failure to comply with same shall be grounds for immediate termination of the Rental Agreement.

I ACCEPT FINANCIAL RESPONSIBILITY FOR THE ENTIRE AMOUNT OF ANY DAMAGES OR INJURY TO PERSONS OR PROPERTY THAT MAY OCCUR BECAUSE OF MY PET. I UNDERSTAND THAT VIOLATIONS OF ANY OF THESE RULES MAY BE GROUNDS FOR REMOVAL OF MY PET AND/OR TERMINATION OF MY TENANCY;

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Tenant, Jointly & Severally

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Agent date



# THIS PAGE IS OPTIONAL SUBJECT TO AVAILABILITY AND LANDLORD APPROVAL

## NONSTANDARD RENTAL PROVISIONS ADDENDUM VEHICLE PARKING ADDENDUM

Tenant hereby agrees to rent one (1) garage/parking stall(s) for one motorized and licensed vehicle parking at the location and for the amount specified below:

- 511 West Doty Street indoor garage assigned parking space for the monthly rent of \$XX each plus applicable sales tax due and payable for the duration of the underlying lease term. Vehicles are restricted in size to no greater than 70" wide and 200" long.
- 521 West Doty Street outdoor unassigned parking space for the monthly rent of \$XX each plus applicable sales tax due and payable for the duration of the underlying lease term. Vehicles are restricted in size to no greater than 70" wide and 200" long.
- 518 West Main Street outdoor assigned parking space for the monthly rent of \$XX each plus applicable sales tax due and payable for the duration of the underlying lease term. Vehicles are restricted in size to no greater than 70" wide and 200" long.

Tenant agrees to return and be liable for any and all mirror tag(s), key(s), fob(s), or opener(s) within two (2) days of lease end date or a \$100.00 fee per missing item will be charged. There is a \$100.00 fee for the issuance of duplicate keys or fobs, \$100.00 fee for the issuance of duplicate mirror tags, and a \$100.00 fee for replacement openers during the term of the lease agreement.

Every effort is made to insure the availability of Tenant's parking spot, however no guarantee can be made. Parking lot maintenance is occasionally performed which may limit Tenant's access to the parking spot for a short duration with no further remuneration to Tenant. If Tenant, upon return to rented spot, finds no available area, Landlord assumes no liability for parking violations, tickets, towing fees, or damage and Tenant agrees to abide by the parking flow chart protocol as provided for the use and reporting of any overflow spot(s).

Tenant agrees to all of the following parking rules and regulations below as well as any additional rules included in the Lease documents. Upon failure to observe these rules and regulations, Landlord reserves the right at any time to terminate the parking agreement upon five (5) days written notice to Tenant. **Landlord may have vehicle ticketed and/or towed at owner's expense without further notice if Tenant violates any of the parking regulations.**

### Parking Regulations

- 1.) Tenant agrees to park within the parking guidelines/parking areas provided. Motorcycles, mopeds, scooters, etc. are subject to the same rules and regulations as all other licensed and/or motorized vehicles. Recreational vehicles such as boats, campers, trailers, snowmobiles, wave-runners, etc. will not be allowed on the property at any time without written approval from Landlord.
- 2.) Non-licensed, abandoned or inoperable cars are not to be left on the lot for more than a 48 hour period. These include, but are not limited to, vehicles in disrepair, with flat tires, with leaking fluids, or for sale signs posted in or on a vehicle. Any vehicle in violation will be posted with a 48 hour notice to remedy or remove vehicle from the property. After the expiration of 48 hours, if Tenant has not remedied the situation to Landlord's satisfaction, the vehicle will be ticketed and/or towed at owner's expense.
- 3.) The Property requires the proper display of a mirror tag parking permit while in property garage or parking lot. Permit must be displayed at all times to avoid being ticketed and/or towed at owner's expense with no further notice required by Landlord. For those parking lots not requiring a mirror tag parking permit, Tenant agrees to inform Landlord of any vehicle information changes via the Landlord's voicemail system at 608.284.1800. Any vehicle not properly registered with Landlord is subject to towing with no additional notice required by Landlord.
- 4.) Tenant and must comply with all posted signs and are prohibited from parking in handicapped stalls without proper plates or permit displayed.
- 5.) Tenant is prohibited from parking in fire lanes, in front of fire hydrants, sidewalks, garage entries, driveways, areas which block access to rubbish containers, lawn or landscaped areas of property, or designated/marked no parking areas.
- 6.) Tenant may not assign parking interest without Landlord's approval and payment of sublet fee in the amount of \$25.00. Any attempt to assign may make parking agreement null and void.7.) Tenant shall yield to all pedestrians. Cars speed shall not exceed 5 M.P.H. in all parking areas.
- 8.) Tenant agrees that no maintenance of any sort shall be performed to listed vehicle while parked in leased area.
- 9.) Landlord shall not be responsible for any loss or damage to lessee's vehicle or its contents that occurs on said premises or access area for any reason, from substances or liquids leaking onto vehicle or as the result of insufficient height, length, or width clearances. Tenant is responsible for keeping the space around the vehicle free and clear of trash, snow or any other materials. Tenant shall not allow any leaking of oil, gas, etc. from vehicle.
- 10.) Tenant agrees to not store flammable or explosive materials in any building or parking areas.
- 11.) Tenant agrees to not hold Landlord responsible for damage caused to vehicle by garage door. Tenant agrees that the garage door access mechanism will be used in the proper manner, i.e., the door opener mechanism will initiate the garage door mechanism and only one vehicle shall enter per opening sequence. Tenant understands that the garage door will automatically close a short time after opening. To ensure vehicle safety each resident is responsible for opening the garage door upon entering or leaving the garage and is responsible for completely passing under the door while it is open. Landlord will hold Tenant responsible for any damage caused to the garage door by failing to observe these operation guidelines. **The garage entrance has a six foot eight inch (6'8") clearance.** Residents will be held responsible for damage caused to garage entrance by vehicles that exceed this clearance.
- 12.) Only those vehicles listed below are authorized to park in the designated area with the proper mirror permit displayed clearly. If lessee desires to park any other vehicles outside of those initially listed, please be certain to make the McBride Companies LLC office aware by calling in the vehicle description to 608-284-1800.

VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE PLATE #: \_\_\_\_\_

VEHICLE MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ COLOR: \_\_\_\_\_ LICENSE PLATE#: \_\_\_\_\_

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Tenant, Jointly & Severally

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Tenant, Jointly & Severally

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Tenant, Jointly & Severally

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Agent date

