SMOKE DETECTOR ORDINANCE
ADDENDUM TO LEASE

ADDRESS:_____, MADISON, WI

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 manufacture, whichever time period is shorter
   b) Replace the batteries in any smoke alarms 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 or MGO 34.42 (2) (a).
   d) Provide all tenants with the manufacture's maintenance and testing instruction.
   e) Upon each new lease and once every 12 months for every continuing tenant, provide tenants with fire safety education materials as prescribed by the Fire Chief. Materials are available at 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).
   g) Maintain and test smoke alarms in the common areas.

2. **The tenant shall be responsible for:**
   a) Maintaining and testing, in accordance with the manufacture'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 32.42(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 manufacture's instructions.

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

TENANT

By signing this I/we state that I/we 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/Our 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.
5. I/we have received the manufacture's maintenance and testing instructions.

Landlord/Agent Signature	Date	Tenant Signature	Date
Tenant Signature	Date	Tenant Signature	Date
Tenant Signature	Date	Tenant Signature	Date

ANY PERSON WHO VIOLATES ANY PROVISION OF SEC.34.26 SHALL BE SUBJECT TO THE MAXIMUM FORFEITURE OF $172.00 FOR THE FIRST VIOLATION (TO BE IMPOSED BY THE CITY OF MADISON)

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