

BRINKOETTER REALTORS PROPERTY MANAGEMENT

TENANT HANDBOOK RULES & REGULATIONS

RENTAL APPLICATION

The rental application is hereby made a part of the Lease Agreement. Tenant warrants the information contained therein, and if false, Landlord may, at his option, terminate the Lease Agreement.

MOVE-IN

- *Tenant acknowledges having inspected the rental home/unit both inside and outside and accept the unit in its current AS-IS condition
- *The move-in inspection properly documents the condition of the unit at this time
- *Tenant understands that once he/she assumes possession, tenant is responsible for any and all damages not documented on the move-in inspection report
- *The move-in inspection report will be used for the Tenant's move-out process.

POSSESSION AND USE OF PREMISES/GUESTS/ABSENCES/CHANGES IN HOUSEHOLD

- *Tenant is entitled to possession on the first day of the term of this Lease
- *Tenant shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing
- * Tenant shall OCCUPY and use premises only as a private residence
- * Tenant may NOT use the premises for business or commercial use
- * Tenant may NOT operate a day care from the premises
- * Tenant MAY maintain a home office in connection with an off-premises business as long as the home office does NOT involve visitors, patrons, or persons coming to the residence
- *Tenant may NOT sell goods or services from the residence
- * Tenant shall NOT allow boarders
- * Guests are NOT allowed to stay more than 5 consecutive days
- * Tenant must notify Landlord of any absence greater than 5 days
- * During extended absences from the property, Landlord may enter the premises to inspect/protect the property, or for any reason deemed necessary. This is to prevent damage from leaking pipes, pests, vandalism, etc.
- * If you plan to leave the premises for an extended period, you should shut off the main water valve, close flue dampers, and make sure all windows are closed and secure
- * Extended absence without notification may be deemed as property abandonment
- * Tenant must notify Landlord immediately if a member of the household moves out
- * NO ONE may live in the residence that is not signed on the Lease. If you would like to move another person into your unit, you must FIRST contact the office for approval and the additional occupant must sign the Lease PRIOR to moving in. Failure to follow the procedure will result in eviction. Any extended stay guest will be considered an unauthorized occupant and you will be charged an additional \$100.00 per month per person from the date Landlord determines them to have become an occupant.
- * Fliers may NOT be posted anywhere on the apartment buildings nor in the common areas of the building

- *Solicitors and salespersons are NOT allowed in apartment buildings nor in the common areas of the building
- *Do NOT place your trash bags in the hallway or common area of apartment buildings, walk your bags immediately to the designated trash receptacle
- *Completely collapse all boxes before placing them in the container
- * Any tenant who fails to properly dispose of their trash will be charged a fee of \$50.00 per item/bag
- * If tenant decides not to use the window coverings provided by the Landlord, tenant must safely store them, and window coverings provided by the Landlord must be reinstalled at the end of the Lease prior to the final walkthrough
- *If Landlord does not supply window coverings, or tenant chooses to use their own window coverings, all must appear white or off-white from the outside
- * Tenant will NOT hang blankets, sheets, or use foil to cover ANY window
- *Tenant will not place objects on the windowsill which are visible from the outside
- * Waterbeds/water filled furniture is NOT allowed in ANY unit
- *No laundry, wash, rugs, carpet, or clothing is permitted to be air dried on porches, decks, balconies, patios, or any other exterior part of the dwelling
- * No window boxes, flower boxes, or other articles are permitted on the window or windowsill
- * Landlord must approve in writing, any cable, satellite, internet, etc. terminals not already in or on the premises
- *Landlord must approve in writing any installation of any service that will require alteration to the property
- *Motor vehicles will not be washed in the common parking lots
- * NO motor vehicle repairs are allowed in parking lots
- * NO disabled vehicles are allowed to remain in parking lots or driveways
- * Parking of commercial vehicles is NOT allowed at any rental property
- * Parking of boats is NOT allowed in parking lots
- * Parking/storing recreational vehicle is NOT allowed at any rental property
- *Cars and motorcycles belonging to the tenant must be parked in the parking areas provided
- * Parking of cars, trucks, or other vehicles not in running order, not licensed, or not regularly used are prohibited
- * Any violation of vehicles will result in the vehicle being towed at the vehicle owner's expense
- * Tenant must notify Landlord within 5 days if he/she has a change in employer, income, home or cell number, email, or family composition
- * Common areas are subject to Landlord's control. Sidewalks, steps, hallways, entrances, walkways, and stairs shall not be obstructed in any way or used for any purpose other than ingress and egress.
- * Common areas may not be used for storage, trash, or shoes

ABANDONMENT

- * Tenant(s) with unpaid rent or the removal of a substantial portion of his/her personal property without explanation to the Landlord for 5 days or more shall be deemed to have abandoned the rented premises
- * Landlord may immediately re-enter the premises and take all necessary action to remove the remaining property/personal belongings of the tenant(s)
- * Landlord may re-let the premises without notice and without responsibility for damages resulting there from

PROPERTY MAINTENANCE/SANITATION/PEST CONTROL

- * Tenant agrees to keep premises in a clean and sanitary condition at all times and to repair or report damages immediately
- * Tenant will deposit all garbage/waste in a clean and sanitary manner into the proper receptacles both indoors and outdoors
- * Tenant is responsible for disposing of large items or items in nature that are not accepted by the garbage hauler
- * Tenant will follow all City Ordinances relating to proper garbage disposal and shall not leave trash on the ground outside, in or around the house, or in the garage.
- * Tenant will pay for all damages and pest control related to unsanitary conditions
- * Tenant will prevent strong and/or offensive odors, whether from within the dwelling or outdoors from affecting the common areas and/or neighboring properties. If Tenant fails to do so, and a complaint is received by the Landlord, Tenant

will be responsible for cleaning and/or remediation costs associated with eliminating the offensive odor. Any such charge will be added to the tenant ledger and is considered rents due.

- * Tenant will pay all fines imposed by the City relating to improper storage of trash, furniture, machinery, and unkempt lawns
- * Tenant is responsible for keeping all drains free of anything that tends to cause a clog
- * Tenant must keep all plumbing fixtures as clean as possible, dirty fixtures fail
- * Do NOT put any kind of chemical treatment into any plumbing fixtures, sink, toilet, or drains
- * Tenant will pay for the cleaning out of any plumbing fixtures that needs to be cleared of a stoppage
- * Tenant will be charged for damages caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks when due to sanitary napkins, tampons, garbage, grease, foreign or harmful substances, toys, clothing, etc being placed into the plumbing receptacles.
- * Sewer Cleaning service providers or plumbers will photograph anything removed in the event that they are called
- * Tenant will be billed for the service call and any resulting damages if anything above is found to be the problem
- * Landlord will maintain and repair at his expense any plumbing deficiencies due to normal wear and tear or stoppage caused by tree roots or acts out of the control of the tenant
- * FROZEN PIPES ARE TENANT CHARGEABLE. It is the tenant's responsibility to take action to prevent pipes from freezing
- * If tenant will be away from the residence: consider turning off the main water line (where applicable). When severe cold weather is happening, keep cabinet doors open to allow air movement around the pipes, if you are home, leave the faucet on to just a drip, do not allow the temperature of the unit to drop below 58 degrees.
- * Use all facilities, fixtures, appliances, and systems in the unit reasonably and responsibly
- * Damages or repairs due to tenant neglect, abuse, or misuse will be paid by the tenant
- * Window screens shall not be removed except for cleaning and must be replaced immediately
- * Tenant will not use gasoline stoves or other similar fuel burning appliances that use highly flammable liquids
- * Tenant will not use portable kerosene, butane, or propane stoves or other similar portable fuel burning appliances for heating or cooking (EXCEPT barbecue grills used OUTDOORS). This is prohibited by law and by this Lease
- * Tenant understands gas, charcoal, or electric grills are to be used with EXTREME CAUTION
- * All grills must be at least 20 feet from any building or structure
- * The use of grills of any kind is prohibited on wooden decks, balconies, non-concrete patios, or patios attached to the building not meeting the distance requirements.

ENVIRONMENTAL CONDITIONS

- * Mold, mildew, microbes, fungus, algae, or other environmental conditions may exist in the property of which the Landlord is unaware. Such contaminants generally grow in places where there is or may have been excessive moisture such as a leak or flood, potted plants, spaces with no air movement, and steamy bathrooms.
- * It is the tenant's responsibility to prevent and/or control mold, mildew, microbes, fungus, algae, or other unsanitary conditions on or in the residence by keeping the dwelling clean and appropriately dry, and immediately reporting any conditions on or in the residence by keeping the dwelling clean and appropriately dry, and immediately reporting any conditions to the Landlord which tenant cannot control through proper use and/or cleaning.
- * Tenant will use proper ventilation when cooking
- * Tenant will not cause mildew, in the bathroom due to steaming showers/baths, tenant is to use the bathroom vent fan, open the window, or keep the bathroom door open or ajar to prevent conditions
- * Tenant should dry areas/surfaces that have condensation with a towel to prevent mildew
- * Tenant will not cause excess humidity in the home during cold weather
- * Tenant will keep adequately clean areas that are prone to mildew. Using products like Tilex and tub cleaners with mold/mildew inhibitors on a weekly basis will greatly reduce growth of these contaminants.
- * Use of air conditioning, ceiling of floor fans or other methods of ventilation will help control extremes of humidity
- * Landlord shall reserve the exclusive right to terminate the Lease Agreement should the tenant not make reasonable efforts to maintain the cleanliness and acceptable humidity of the premises.

QUIET ENJOYMENT/DISTURBANCES/VIOLATING LAWS

- * Tenant shall not permit or suffer anything to be done or kept on the premises which will obstruct or interfere with the rights of reasonable enjoyment of neighbors, the owner, his agents, and employees, or annoy by unreasonable noises or otherwise, nor commit or permit any nuisance on the premises, nor commit or suffer any illegal act to be committed thereon.
- * NO SMOKING OF ANY KIND IS ALLOWED INDOORS IN ANY SINGLE-FAMILY HOME, MULTIFAMILY BUILDING, GARAGE, ENCLOSED STRUCTURE, COMMON AREA WHETHER INSIDE OR OUTSIDE, ON BALCONIES, OR PATIOS ATTACHED TO A STRUCTURE, this applies to ALL rental properties. Any tenant or tenant parties smoking in restricted areas is in violation of this Lease and may be immediately evicted. Tenant will be charged for excess cleaning, painting, or ozone cleaning should it be necessary due to smoking of any kind.
- *Tenant shall not commit any act which shall adversely affect the health, safety, peaceful possession, quiet enjoyment, or contractual rights of another neighbor.
- * Tenant shall not interfere with the management of the premises or the duties of any employee of the owner
- * Tenant shall not have an adverse financial effect on the Landlord's property, including wasteful or unreasonable or unlawful use of any Landlord provided utilities.
- * All televisions, radios/stereos, computers, etc... should be kept at a minimum level, especially after 10:00 p.m.
- * Laundry Facilities (where applicable): Laundry facilities should not be used during the hours of 10:00 p.m. thru 7:00 a.m. Please make a special effort to clean up all lint and detergent.

PETS

- * NO pets are allowed in multifamily properties, including guest's pets, EVER
- *NO pets are allowed in single family properties, even as guests without prior written consent of the Landlord
- * If tenant is found harboring any unauthorized pets, this will be grounds for eviction and shall constitute a material breach in the Lease Agreement.
- * Tenant shall not permit any animal, including pets, even temporarily to enter or remain in the dwelling (EXCEPT for service animals of tenant or guests or invitees with disabilities).
- * If an unauthorized animal is found, you will be given 24-hours written notice to remove the animal. If you have not done so, the Landlord WILL turn the animal over to the Humane Society, or local authority, in which event the animal shall be considered abandoned.
- * Removal of the animal/pet will not imply a waiver of the tenant's responsibility for any damages
- * Tenant shall be responsible for all kenneling charges
- * Landlord shall not be liable for any loss relating to the animal, including damages or injury to any animal, even if Landlord is negligent or if Landlord removes or kennels the animal.

AUTHORIZATION/CONSENT TO MAINTAIN A PET IN A SINGLE-FAMILY HOME/PET RULES

- * If Landlord provides written consent to maintain a pet, there is a minimum of a \$250.00 non-refundable pet deposit per pet which is subject to change without notice.
- * Tenant understands PRIOR to the pet occupying the premises, tenant MUST provide vet records including vet name, proof of vaccination, and alteration of pet
- *Tenant agrees that if approved for a specific pet, he/she will not harbor, substitute, or pet sit any other pet and remove any of the pet's offspring within 60 days of birth.
- * Any animal found on the premises other than the pet specified in writing will be considered a stray and will be removed at the tenant's expense
- *If the Landlord does NOT authorize a pet on his property the same rules apply in article titled PETS
- * If allowed, pets shall not be left unattended in the house, on patios, balconies, or in the yard
- *Dogs MUST be kenneled when tenant is not home with the pet

- * Dogs are not to be locked up in basements, bathrooms, or any other room of the house unattended. Do not house your dog in the basement, if you are found doing so, the dog will be immediately removed from the premises.
 - * Your dog may NOT be an “outside” dog, your pet must be under your control at ALL times unless you are away from the home and then the dog must be kenneled.
 - * Tenant must pay any damages caused by pets AT the time of repair
 - * Dogs must be leashed at all times when outdoors, not doing so is a violation of the County Ordinance and a violation of this Lease Agreement.
 - * Cats and Dogs must be spayed or neutered
 - * The maximum number of birds allowed is two (2)
 - * The maximum number of small animals such as gerbils, hamsters, guinea pigs, rabbits, etc. is two (2)
 - * If fish are owned, an aquarium may be no more than 30 gallons in size
 - * Tenant agrees to immediately clean up after their pet, both inside and outside the premises and to dispose of any pet waste promptly and properly
 - * Pet shall not cause any sort of nuisance or disturbance to neighbors
 - * If, in the opinion of the Landlord, any pet becomes a nuisance, tenant agrees to remove the pet from the premises, or upon written notice, tenant agrees to vacate
 - * Tenant guests are NOT permitted to bring their pets into on the premises
 - * Tenant agrees not to leave food for their pet outside their premises where it may attract other wild or domestic animals
 - * Tenant agrees to abide by all local, city, county, or state ordinances, licensing, and health requirements regarding pets, including vaccination and other listed concerns
- TENANT ACKNOWLEDGES HE/SHE HAS READ AND UNDERSTANDS THE PET RULES

TENANT RESPONSIBILITES AND COSTS

- * When damage is caused by misuse or neglect, rather than as a consequence solely of normal and reasonable ware, the tenant will be charged for the damage
- * Tenant is responsible for the cost of all readily observable pest control such as ants, roaches, rodents, birds, insects, silverfish, fleas, bed bugs, or other vermin within Tenant’s ability to control. All homes are treated by a licensed pest control professional and examined for any infestation before a home is listed for rent. Do NOT bring them with you. Be careful who and what you bring into your residence, do not remove screens, do not leave doors standing open.
- * Tenant is responsible to maintain the lawn: keep it free of trash and debris, keep yard waste cleaned up and disposed of, keep grass cut (grass may never be greater than 8 inches per city ordinance) and lawn weed free either with a weed trimmer or weed chemicals, and raking of leaves (this does not apply to multifamily properties).
- * If tenant fails to maintain grounds in a prudent manner, Landlord will have it maintained and tenant will be charged a MINIMUM of \$75.00 per mow or lawn service
- * Any violation or fine from the City will be the responsibility of the tenant
- * Tenant is responsible for snow and ice removal on driveways, sidewalks, porches, patios, steps, decks, and other areas that may otherwise pose a danger to any person(s) on or about the property, including the public, any fines received by the city will be paid by the tenant (this does not apply to multifamily properties).
- * Tenant will be charged for damage caused by wind, rain, or other elements from leaving windows/doors open
- * Tenant is responsible for notifying Landlord of crumbling structural walls, floors, beams, trim, roofing, or any other defect that should be addressed to preserve the residence.
- * Tenant will replace furnace filters no less than every 60 days (tenants with reusable filters on wall units should clean the filters every other week)
- * Tenant will NOT remove the furnace filter and leave the furnace open, this can cause damage to the blower motor
- * HVAC systems requiring service that found with dirty, clogged, or missing air filters as the cause of the repair will be charged to the tenant due to misuse
- * Tenant will replace batteries if required, in thermostats. Any damage caused to the property or HVAC system by not doing so will be tenant billable
- * Broken glass, no matter how it is broken is the responsibility of the tenant to replace

- * Any broken door or door lock is the tenant's responsibility and will be charged not matter how it get broken
- * Any damage to walls, ceilings, carpeting, tile, permanent fixture, or other parts of the dwelling caused by the tenant, occupants, or guests is charged to the tenant
- * If the residence is broken into and damages result from the incident it will be the Landlord's discretion whether the tenant will be billed for the damages, a police report will not always remove the responsibility of the tenant
- * Tenant shall know the location of the main water valve and/or individual shut off valves and shall turn off the water supply should a pipe burst or leak out of control
- * Repairs due to tenant misuse will be charged to the tenant and may include labor, materials, service call, and travel time as added rent which shall become due and payable under the terms and conditions of normal rent
- * If tenant fails to report any leak and damage results from the lack of reporting, tenant will be held responsible
- * All requests for service should be made to the property management office either by use of the tenant portal, tenant text service, or by calling the office at 217-498-8500
- * If tenant has a scheduled service call for any repair with any contractor or vendor and tenant does not show or answer *the door at the scheduled time for the service provider, the tenant will be charged a minimum of \$75.00 for the service call*

LANDLORD MAINTENANCE/REPAIRS

- * Landlord is to repair the property when needed due to normal wear or forces beyond the tenant's control and to which the tenant has not contributed
- * All repairs and maintenance that Landlord is responsible for shall be done at Landlord's sole discretion
- * Dishwashers, garbage disposals, electronic air filters, water softeners, garage door openers, fireplaces, ceiling fans, and any other appliance or fixtures are not warranted by Landlord and Landlord may OR may not repair at his option
- * Landlord reserves the right to terminate the Lease Agreement to make extensive repairs or dispose of the property. In such case where the tenant must be displaced, Landlord is NOT obligated to provide alternate housing arrangements, or make any provisions for the tenant beyond return of the security deposit and any pro-rata prepaid rents, except as provided by law.
- * Tenant may request relocation relief through his/her rental insurance policy, FEMA, grants, or other local, state, and federal disaster relief organizations

LOCK OUT FEE

- * Tenant is responsible for managing all keys to his/her unit
- * If a lock out occurs during business hours and IF the manager has a spare key, the tenant may purchase a replacement key for \$20.00
- * If a lock out occurs during business hours and the tenant's keys are in the house, and a staff member is available, tenant may pay \$75.00 for a service call to be let in to his/her unit (fee must be paid before staff will unlock the door)
- * If a lock out occurs during non-business hours, the tenant is responsible for paying and contacting a locksmith for service
- * Business hours are Monday through Friday 9:00 a.m. to 5:00 p.m., excluding holidays

PROPERTY INSURANCE VS RENTERS INSURANCE

- * Landlord and Tenant will each be responsible for maintaining appropriate insurance for their respective interests
- * Landlord and Tenant agree that Tenant shall not be deemed to be co-insured under any of the Landlord's insurance policies
- * Landlord does NOT insure tenant's personal property in or on the rented premises
- * Tenant understands the Landlord's insurance does NOT cover tenant's personal property caused by fire, theft, rain, war, acts of God, acts of others, and/or causes, and Landlord is NOT held liable for such losses.
- * Landlord is NOT liable for damage to tenant's personal items due to defects in the building, appliances, or systems in or on the leased premises

- * Landlord shall NOT be liable to tenant, tenant parties, or anyone on the premises for property damage or personal injuries caused by or arising out of the condition of the rented premises
- * It is understood that Tenant and all others take the premises AS-IS, should damage or injury arise due to Tenant's or Landlord's failure to maintain or repair, the tenant shall indemnify Landlord, Landlord's agents, and Landlord's employees from any such claims and shall indemnify and hold them harmless
- * Landlord is NOT responsible to Tenant or any others for loss or reduction of services by acts not willful, or conditions beyond Landlord's control
- * Loss or reduction of services will not terminate this Lease Agreement nor reduce the amount of rent due hereunder, except as provided by law
- *The maximum weight for a balcony, if applicable, is 500 pounds
- *Tenant agrees that any damage sustained to the Landlord's property by fire, smoke, or water caused by the neglect, carelessness, or willful act or omission of the Tenant, relatives, or guests is the sole responsibility of the Tenant. Landlord or its insurer may file a claim or lawsuit against the Tenant to recover the cost to repair or replace the damaged property, including loss of rents, or damages to the property of other tenants arising from the act or omission of the Tenant, relatives, or guests in causing the fire, smoke damage, or water damage.

***Tenant is required to obtain a Renter's Insurance Policy**

PERSONAL SAFETY

- * Tenant's personal safety and security is the Tenant's personal responsibility
- * Landlord and Landlord's related parties do not guarantee or warrant tenant's security or safety
- * Landlord has no duty to provide security devices
- * Landlord does not guarantee or warrant against criminal acts or violent tendencies of third-party persons
- * Landlord may elect to retain an independent contractor for services. Landlord assumes no responsibility for the security of tenants through the retention of an independent contractor
- *Tenant should contact the police department by calling 911 to report any criminal activity or disturbance
- * Tenant must obtain written permission from the Landlord if he/she wished to install ANY type of security system at his/her own expense and must comply with all applicable laws and MUST provide Landlord with any keys, codes, or operating devices immediately upon installation
- * Tenant shall be liable for any license or other fee, or any fine related to any additional security device

HAZARDOUS MATERIALS/HAZARDOUS OR DANGEROUS ITEMS WITH LEGAL LIABILITIES

- * Tenant shall not keep on the premises any article or thing of a dangerous, inflammable, or explosive nature
- * Tenant shall not possess any bomb making material, explosive device, or weapons, or other substances deemed illegal and hazardous by law
- * Flammable liquids or compressed gasses, chemicals, gardening tools, lawn mowers, etc., should be stored in a garage or shed away from the dwelling in approved containers under lock and key
- * NO swimming pools are allowed, including kiddie pools
- * NO trampolines or playground equipment may be on the premises without written permission of the Landlord and proof of adequate renter's insurance to cover the liability of the item(s)
- * When discarding refrigerators, freezers, ovens, and other cabinet type items, door MUST be removed when units are discarded to prevent accidental suffocation of children, this is required by local ordinances
- * Do NOT leave cooking devices, clothes irons, or hair irons unattended
- * Do NOT burn candles in the unit (candles are prohibited per this Lease Agreement)
- * Do NOT use extension cords under carpeting or overload their capacity, do NOT use an extension cord that shows signs of damage, doing so can cause a fire.
- * Do NOT store combustible items such as paper, trash, curtains, clothing, etc. within 18 inches of water heaters, base board heaters, furnaces, fireplaces, etc.
- * Violation of the above rules will be cause for immediate termination of the Lease Agreement

LANDLORD'S RIGHT TO EXCLUDE PERSONS

* Landlord reserves the right to control the entry of the building by resident guests or invitees. Landlord reserves the right to exclude any resident guest and other persons,

(A) who, in Landlord's reasonable discretion are involved in activities, including illegal drug related activities, which may be harmful to the residents and neighbors of the building,

(B) who, in Landlord's reasonable discretion, cause disturbances at the building which disrupt the livability of other tenants or interfere with management, or the quiet enjoyment of any tenant in their home,

(C) whose activities in or around the building are in violation of any laws.

Landlord may exclude anyone who previously has been evicted from the building for non-rent default. Additional residents and guests or invitees who have been notified by Landlord not to return, also may be arrested for criminal trespass if they return and enter the building. If Tenant has a live in resident, guest, or invitee, in the home, building, or on the property, whose presence at the building is a violation of this section, Tenant shall be in violation of the Lease Agreement. If Tenant does not cure the violation within 3 days after receipt of written notice from Landlord, or if Tenant again is in violation of the section after receiving a notice of default and right to cure, this Lease Agreement shall terminate and Tenant shall be in default of the Lease. If such violation may cause imminent harm to any person or property (as determined in Landlord's reasonable discretion), then the 3 day request shall be inapplicable and resident shall cure the violation immediately upon verbal or written notice from Landlord.

REMOVAL FOR OBJECTIONABLE CONDUCT

If Landlord determines, in its sole discretion, that the Tenant has become an undesirable tenant, because of objectionable or improper conduct by tenant or tenant parties, then Landlord reserves the right to demand that tenant(s) vacate the building. With 10 days written notice to Tenant to quit and tenant agrees to vacate the unit immediately after such 10 day notice period; provided, however, that such written notice, and provided further, that tenant remains responsible for the balance of rent remaining under the Lease Agreement, or until the unit is re-rented, whichever comes first.

EMERGENCY

* Quickly evacuate all occupants from the premises to a safe location off the property in the event of an actual emergency such as uncontrolled fire, undetermined smoke, or warning from smoke or carbon monoxide detectors. Call 9-1-1 immediately. Do NOT return to the premises for any reason until competent authority has cleared the scene and determined the building/dwelling safe.

* If you smell natural gas, evacuate the building immediately of all occupants and call the gas company.

RELEASE

* Tenant and Tenant on behalf of Tenant Parties, releases Landlord's related parties, acknowledges and agrees that Landlord's related parties shall not be liable for any loss incurred as a result of the following:

(A) theft, burglary, rape, assault, battery, arson, mischief, or other crime, vandalism, fire, smoke, water, lightening, rain flood, water leaks, hail, ice, snow, wind, explosion, sonic boom, interruption of utilities, electrical shock, defect in any of the contents of the unit, defects in the building (including latent defects), acts of God, acts of terror, acts of other residents, or their occupants, guests, or invitees, or any other cause.

(B) utility service outages

(C) failure of the Landlord to deliver possession of the unit or the termination of this Lease Agreement pursuant to the terms of this Lease.

(D) storage, disposal, or sale of personal property in the unit, including theft by others, other than the negligence of Landlord or Landlord's employees or agent's acting in the scope of their engagement at the building. Tenant and tenant's guests, unconditionally and absolutely release Landlord's related parties from all losses and waives all claims for offset,

setoff, or reduction of rent or diminished rental value of the unit resulting from such losses. Tenant shall indemnify and hold harmless Landlord's related parties from any loss related to the use or occupancy of the unit and from any claims made by tenant parties, other than to the extent caused by the negligence or willful misconduct of Landlord's related parties.

MOVE OUT PROCESS

- * Tenant shall notify Landlord in writing of Tenant's intent to vacate 30 days prior to the last date of occupancy
- * Tenant must call at least 2 weeks prior to his/her final occupancy date to schedule a final walkthrough with the property manager. Keys will be returned at this time.
- * Tenant will receive a copy of any move-out charges within 30 days of the final walkthrough, these items will be noted to the tenant during the walkthrough, unless tenant fails to be present for his/her final walkthrough
- * Any charges will be charged to the tenant as additional rent and/or deducted from the security deposit for repair, restoration, or replacement of any items to bring the premises back to the original condition prior to move in
- * Tenant(s) who do not provide a forwarding address waive any requirement for notification of charges to be deducted from the security deposit.

COLLECTIONS

Tenant acknowledges that in the event tenant's account ledger becomes past due, it may be turned over to a collection agency and/or attorney for full collection. If tenant's account ledger is not paid in full and is turned over to a collection agency and/or attorney, tenant agrees to be responsible for all reasonable fees necessary for the collection of tenant's delinquent account ledger including, but not limited to, collection agency fees up to 50% of the balance due and all costs for reasonable attorney fees of 33.3% of the balance due, as well as any court costs incurred, including filing fees, appearance fees by Landlord, Property Manager, or attorney, and process server fees.

DEDUCTIONS

If at move out, lawful deductions exceed the total amount of the security deposit(s), tenant shall pay such excess amount within ten (10) days of written notice.

GENERAL

Except as expressly modified by these policies and procedures, all terms and conditions of the Lease remain unchanged, and the provisions of the Lease are applicable to the fullest extent not inconsistent with these policies and procedures. If a conflict between the terms of these policies and procedures and the Lease exists, the terms of the policies and procedures shall control the matters specifically governed by the policies and procedures. If any provision of these policies and procedures is invalid or unenforceable under applicable law, such provision shall be amended to comply with such law. The reformation of any provision of these policies and procedures shall not invalidate these policies and procedures or the Lease. An invalid provision that cannot be reformed shall be severed and the remaining portions of these policies and procedures shall be enforced. Any breach of the terms of these policies and procedures shall constitute a breach of the Lease to the same extent and with the same remedies to Landlord as provided in the Lease or otherwise available at law or equity. These policies and procedures do not limit any of the Landlord's rights or remedies stated in the Lease, which are cumulative of those stated in these policies and procedures.