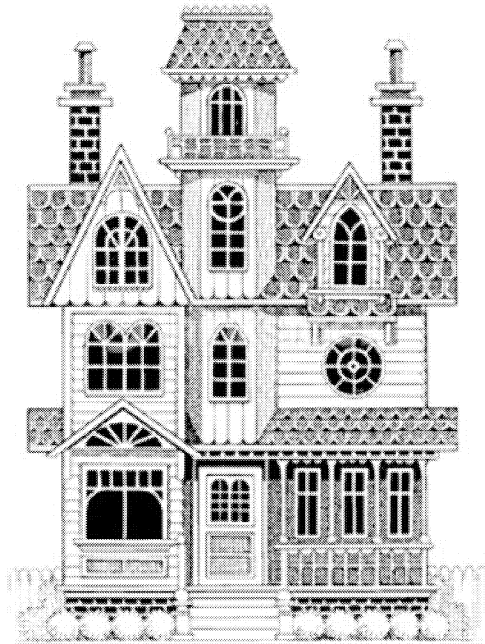


P.O. Box 8722  
San Jose , CA 95155-8722  
Tel:(888) 600-4344  
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**Frank & Roy Alexander**

E-Mail: [Nice\\_Place2Live@Yahoo.com](mailto:Nice_Place2Live@Yahoo.com)  
[www.FunStyleLiving.com](http://www.FunStyleLiving.com)

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# Resident Handbook

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# Payment of Rent

## ***Payment of Rent:***

The rent shall be paid by personal check, money order or cashier check made payable to:

Frank & Roya Alexander  
P.O. Box 8722, San Jose, CA 95155

## ***Late Payments & Service Fees:***

Tenant(s) acknowledges that either late payment of rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of rent due from Tenant(s) is not received by Landlord within five (5) calendar days after date due Tenant(s) shall pay to Landlord a \$25.00 as late charge. If rent is more than ten (10) days late the late charge shall be increased to \$50.00. If it is necessary to serve a legally required notice by posting or certified mail for non-payment of rent Tenant(s) shall pay to Landlord a \$35.00 service fee. In the event a check is returned for non-sufficient funds Tenant(s) shall pay to Landlord a \$35.00 NSF fee. All late payment and service fees are to be deemed additional rent. Landlord and Tenant(s) agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant(s) late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not prevent Landlord from exercising any other rights and remedies under this Agreement, and as provided by law.

## ***Failure to Pay Rent:***

If you fail to pay rent on time, Landlord reserves the right to move forward with legal proceedings to recover rent payment and possible eviction. All legal fees and disbursements associated with an eviction and collection of the balance are the responsibility of the Tenant.

# Utilities

## ***Gas & Electric:***

In you are responsible for paying for gas or electric service; you are responsible for contacting the utility company to set up service in your apartment. Service is to be in your name by the date your Lease is effective. Failure to contact the utility company and put service in your name will result in a charge. In addition, your gas and electric service may be shut off.

## ***Telephone:***

You are responsible for calling the phone company to turn on your phone service. Discuss problems that may arise with your phone service, phone jacks and phone equipment with the phone company. For your protection and convenience, please furnish Landlord with your home and business telephone numbers. On occasion, we need to contact you for emergencies or other reasons.

## ***Television Services:***

You are responsible for calling the applicable company to arrange for your television service. Each apartment is equipped with at least one cable jack. Some apartments may have cable jacks in the bedroom. We are unable to give the cable company written authorization to make any holes in walls or flooring. Any damage to the apartment remains the Tenant's responsibility.

## ***Installation Issues:***

Should any utility company come to the property to set up service, be sure to advise them they need the prior written approval of Landlord before running any new service lines and before drilling any holes in the building. The company and Tenant(s) will be held responsible for any such damages to the building. In almost all circumstances, new service can be run through the existing service lines. Should the existing service lines be insufficient, prior written approval of Landlord must be obtained.

# Satellite Dish & Antenna Policy

The rules of the Federal Communications Commission (FCC), Tenant(s) has a right to install a satellite dish and/ or receiving antenna within the leased premises. Landlord is allowed to impose reasonable restrictions relating to the installation and maintenance of the satellite dish and receiving antenna. Tenant(s) is required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions Tenant(s) agrees to follow:

- a) Number and size: Tenant(s) may install only one satellite dish or antenna within the premises that are leased to Tenant(s) for Tenant's exclusive use. A satellite dish may not exceed 39 inches (1 meter) in diameter. An antenna or dish may receive but not transmit signals.
- b) Location: Location of the satellite dish or antenna is limited to (1) inside Tenant's dwelling, or (2) in an area outside Tenant's dwelling such as Tenant's balcony, patio, yard, etc., of which Tenant(s) has exclusive use under lease. Installation is not permitted on any parking area, roof, exterior wall, window, fence or common area, or in an area that other Tenant(s) are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to Tenant(s) for Tenant's exclusive use. Allowable locations may not provide optimum signal. Landlord is not required to provide alternate locations if allowable locations are not suitable.
- c) Safety and non-interference. Tenant's installation: (1) must comply with reasonable safety standards; (2) may not interfere with Tenant's cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to Landlord's telecommunication systems; and (4) may not be connected to Landlord's electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching to a portable, heavy object; (2) clamping it to a part of the building's exterior that lies within Tenant's leased premises (such as a balcony or patio railing) or (3) any other method approved by Landlord. No other methods are allowed. Landlord may require that Tenant(s) block the satellite dish or antenna with plants, etc., so long as it does not impair Tenant's reception.
- d) Signal transmission from exterior dish or antenna to interior of dwelling. Tenant(s) may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If Tenant's satellite dish or antenna is installed outside Tenant's living area (on a balcony, patio, or yard of which Tenant(s) has exclusive use under lease), signals received by Tenant's satellite dish or antenna may be transmitted to the interior of Tenant's dwelling only by: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); or (3) any other method approved by Landlord.
- e) Workmanship. For safety purposes, Tenant(s) must obtain Landlord's approval of (1) the strength and type of materials to be used for installation and (2) the person or company who will perform the installation. Installation must be done by a qualified person, or a company that has workers' compensation insurance and adequate public liability insurance. Landlord's approval will not be unreasonably withheld. Tenant(s) must obtain any permits required by local ordinances for the installation and comply with any applicable local ordinances and state laws.
- f) Maintenance. Tenant(s) will have the sole responsibility for maintaining Tenant's satellite dish or antenna and all related equipment. Landlord may temporarily remove the satellite dish or antenna if necessary to make repairs to the building.

- g) Removal and damages. Tenant(s) must remove the satellite dish or antenna and all related equipment when Tenant(s) moves out of the dwelling. Tenant(s) must pay for any damages and for the cost of repairs or repainting which may be reasonably necessary to restore the leased premises to its condition prior to the installation of Tenant's satellite dish or antenna and related equipment.
- h) Liability insurance and indemnity. Tenant(s) is fully responsible for the satellite dish or antenna and related equipment. Landlord requires evidence of liability insurance prior to installation. Tenant(s) must provide Landlord with evidence of liability insurance to protect Landlord against claims of personal injury to others and property damage related to Tenant's satellite dish, antenna or related equipment. The insurance coverage must be no less than \$1 Million (which is an amount reasonably determined by Landlord to accomplish that purpose) and must remain in force while the satellite dish or antenna remains installed.
- i) When Tenant(s) may begin installation. Tenant(s) may start installation of satellite dish or antenna only after Tenant(s) has: (1) provided Landlord with written evidence of the liability; (2) received Landlord's written approval of the installation materials and the person or company who will do the installation.

# House Rules

## ***Prohibitions Against Violating Laws And Causing Disturbances:***

Tenant(s) shall be entitled to quiet enjoyment of the premises. Tenant(s) and their guests or invitees shall not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other Tenant(s) or nearby resident/neighbor. This includes, but is not limited to, loud music or televisions, late night guests or loitering.

## ***Noise And Conduct:***

Tenant(s) and their guests shall not make or allow any excessive noise in the unit nor permit any actions which will interfere with the rights, comforts or conveniences of other persons. This includes pianos and musical instruments. Tenant(s) and their guests shall refrain from playing musical instruments, television sets, stereos, radios, and other devices at a volume *which* will disturb other persons. Tenant(s) and their guests shall refrain, and shall ensure that Tenant's guests likewise refrain, from activities and conduct outside of the unit (in common areas, parking areas, or recreation facilities) which are likely to annoy or disturb other persons. Tenant(s) and their guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Tenant(s) between the hours of 10:00 PM AND 6:00 AM.

## ***Parking:***

Tenant(s) shall only use assigned parking spaces and shall ensure that guests park only in unassigned areas or designated guest parking areas. Tenant(s) shall ensure that posted and designated fire zones or "No Parking" areas remain clear of vehicles at all times. Tenant(s) shall refrain from parking in unauthorized areas or in another Tenant's designated parking space. (Vehicles parked in unauthorized areas or in another Tenant's space may be towed away at the vehicle Landlord's expense.) Inoperable, dismantled or partially dismantled, or unregistered vehicles are subject to tow under applicable local laws and/or ordinances.

Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant(s) shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises.

Tenant(s) shall not, and shall ensure that guests and licensees of Tenant(s) shall not, disturb, annoy, endanger, or interfere with other Tenant(s) of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

Any vehicle parked on the premises in violation of this agreement will be towed at the expense of the vehicle Landlord. The Landlord has the right to contract with a towing service to randomly patrol the premises and tow any vehicle not authorized to park on the premises.

## ***Storage:***

Tenant(s) shall store only personal property that Tenant(s) owns in premises, and shall not store property that is claimed by another or in which another has any right, title, or interest. Tenant(s) shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other inherently dangerous material. Storage is not allowed in common areas.

# Safety & Security

## **Security:**

Security is the responsibility of each Tenant(s) and each guest. Landlord assumes no responsibility or liability, unless otherwise provided by law, for Tenant(s) and guests safety and security, or for injury or damage caused by the criminal acts of other persons. Tenant(s) should ensure that all doors are locked during Tenant's absence. Tenant(s) must notify Landlord if locks become inoperable. Tenant(s) should ensure that all appliances are turned off before departing from the premises. When leaving for an extended period, Tenant(s) should notify Landlord how long Tenant(s) will be away. Prior to any planned absence from the unit, Tenant(s) shall give Landlord authority to allow entry to the unit to any person or provide Landlord with the name of any person or entity permitted by Tenant(s) to enter the unit. Tenant(s) shall refrain from smoking in bed. Tenant(s) shall refrain from using or storing gasoline, cleaning solvent or other combustibles in the unit. Tenant(s) shall refrain from using charcoal barbecues on porches, balconies or patios adjacent to buildings as such use would constitute a fire hazard. Use of barbecues or propane grills indoors is prohibited. Tenant(s) shall ensure that no personal belongings, including bicycles, play equipment or other items shall be left unattended in the halls, stairways or about the building.

## **Safety:**

Adequate protection of you and your property is of great concern. However, your safety begins with your own actions. Please use any locks and other safety devices provided to you to ensure that uninvited persons cannot gain access. Close and lock your door and the main door to the building at all times. Ensure that the patio or balcony door remains properly locked. Do not prop entry doors as this could allow unwanted visitors to gain access.

The best safety protection is the individual concern of each Tenant(s) for their own safety as well as the safety of neighbors. Report suspicious persons to the police immediately.



# Fire Prevention

## ***Fire Safety:***

Fires are a serious problem in all multifamily properties and fire safety should be taken very seriously. Fires are often started through carelessness with cooking, matches, cigarettes and fireplaces. Most fires can be avoided by using caution and common sense. Please keep the hallways and common areas free and open. Turn off all appliances when you exit the unit.

Be prepared and plan ahead for safety. Develop an escape plan and practice.

## ***Fire Prevention:***

Prevention is your best insurance against fire. Take these simple safety precautions to prevent fires from starting:

- Let cooking grease cool and pour into a metal can;
- Never pour hot grease into a plastic container;
- Do not let grease or oil cook on the stove unattended;
- Keep lighters and matches out of the reach of children;
- Avoid cooking while intoxicated, taking medication or sleepy;
- Use an empty metal container for any hot ashes;
- Never dispose of ashes in the garbage can, paper or plastic bag;
- Never set your hot ashes next to the siding outside the building;
- Test smoke detector(s) monthly to make sure they are working;
- Do not store gas-operated tools or vehicles (motorcycles) inside the apartment or under stairwells, breezeways, patios and balconies;

Make sure smoke detectors work properly. If a fire occurs, smoke detectors alert Tenant's immediately to provide an opportunity to exit the building safely. If you notice that smoke detector(s) in the Premises are beeping, replace the batteries immediately, or if the smoke detectors in the public hallways are beeping, be sure to notify the Landlord immediately. Do not disable your smoke detector. Disabling a smoke detector or removing working batteries is a violation of the law.

## ***Entry Hall, Conduct in Premises and Common Areas:***

According to fire regulations the entry halls, back stairs and fire escapes must be clear at all times to provide a safe passage for all Tenant(s) and guests. Do not park motorized vehicles or store any flammable containers in this area. Bags of trash, bikes, and other obstructive items will be removed by Landlord staff and a fee will be assessed to the Tenant(s) responsible.

# Drug Free Housing Policy

In consideration of the execution or renewal of a lease of the unit identified in the attached lease, Landlord and Tenant(s) agree as follows:

- a) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug related criminal activity on or near the complex Premises. "Drug related criminal activity, "means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the controlled substance act (21 U.S.C.802).
- b) Tenant, any member of the Tenant's household, or a guest, other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on or near the complex Premises.
- c) Tenant, or member of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- d) Tenant, or member of the household will not engage in the manufacture or sale, or distribute of illegal drugs at any location, whether on or near complex premises, or otherwise.
- e) Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in acts of violence or threats of violence, including, but not limited to the unlawful discharge of firearms on or near the complex premises.
- f) Violation of the above provisions shall be a material violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this Drug Free Policy shall be deemed as a serious violation and a material noncompliance with the lease. It is further understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of the evidence.

# Smoke Free Policy

Landlord and Tenant(s) desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the high costs of fire insurance for properties where smoking is permitted.

Tenant(s) agrees and acknowledges that smoking is prohibited on the entire property, including individual units, common areas, every building and adjoining grounds. Tenant(s) and members of Tenant's household shall not smoke in these areas, nor shall Tenant(s) permit any guest or visitor under the control of Tenant(s) to do so.

1. Promotion of No-Smoking Policy: Tenant(s) shall inform his or her guest of the Smoke-Free Areas. Tenant(s) shall promptly notify Landlord in writing of any incident where tobacco smoke is migrating into Tenant's unit from sources outside of Tenant's unit.
2. Landlord Not Guarantor of Smoke-Free Environment: Tenant(s) acknowledges that Landlord's adoption of Smoke-Free Areas, does not make the Landlord the guarantor of the Tenant's health or of the smoke-free condition of the property. However, Landlord shall take reasonable steps to enforce this addendum. Landlord shall not be required to take steps in response to smoking unless Landlord has actual knowledge or has been provided written notice.
3. Other Tenant(s) are Third Party Beneficiaries of this policy: Landlord and Tenant(s) agree that the other Tenant(s) of the property are the third party beneficiaries of this Smoke-Free Policy. A Tenant(s) may sue another Tenant(s) to enforce this Smoke-Free Policy but does not have the right to evict another Tenant. Any lawsuit between Tenant(s) regarding this policy shall not create a presumption that the Landlord has breached this Addendum.
4. Effect of Breach: A breach of this Addendum by the Tenant(s) shall be deemed a material breach of the Lease/Lease and grounds for immediate termination of the Lease/Lease by the Landlord.
5. Disclaimer: Tenant(s) acknowledges that this Addendum and Landlord's efforts to designate Smoke-Free Areas do not in any way change the standard of care that the Landlord would have to any Tenant(s) household to render buildings and premises designated as Smoke-Free Policy any safer, more habitable, or improved in terms of air quality than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Rental Premises or any other portion of the property including common areas will be free from secondhand smoke. Tenant(s) acknowledges that Landlord's ability to police, monitor or enforce this Smoke-Free Policy is dependent in significant part on voluntary compliance by Tenant(s) and Tenant's guests.
6. Effect on Current Tenant(s): Tenant(s) acknowledges that current Tenant(s) of the rental community under a prior Lease/ Lease will not be immediately subject to the terms of this Smoke-Free Policy. As Tenant(s) move out, or enter into new Leases/Leases, this Smoke-Free Policy will become effective for their unit or new agreement.

# Free WiFi Policy

If your lease includes access to Free WiFi then these terms will apply.

## ***Terms & Conditions:***

By accessing and using the WiFi High Speed Internet Service ("Free WiFi"), you agree to be bound by the following terms and conditions ("Terms of Service"), which are a binding agreement between the Tenant(s) and the Landlord.

You access the service and technology provided to you by the Landlord for personal non-commercial use described in this section of the Resident Handbook. You must immediately notify us of any unauthorized use of the Free WiFi or any other security breach. We will give you an IP address each time you access the Free WiFi and it may change. You may not use the Free WiFi for any other reason, including reselling any aspect of the Free WiFi. Other examples of improper activities include, without limitation:

- A. Modifying, adapting, translating, or reverse engineering any portion of the Free WiFi;
- B. Attempting to break security, access, tamper with the Free WiFi;
- C. Attempting to collect or maintain any information about other users of the Free WiFi (including usernames and/or email addresses) or other third parties for unauthorized purposes;
- D. Creating or transmitting unwanted electronic communications such as "spam," or bulk commercial messages to other users or interfering with other user's enjoyment of the service
- E. Engaging in any activity that infringes or misappropriates the intellectual property, publicity, privacy or other proprietary rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party, or that is defamatory objectionable, unlawful or promotes or encourages illegal activity;
- F. The transfer of technology, software, or other materials in violation of applicable export laws and regulations;
- G. Distribution of any Internet viruses, worms, pingings, flooding, mail bombing, denial of service attacks, defects, Trojan horses or other items of a destructive nature;
- H. Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including but not limited to port scans, stealth scans or other information gathering activity; or
- I. Using Free WiFi for any unlawful, harassing, abusive, criminal or fraudulent purpose.

## ***Signal Strength and Speed:***

Signal strength can vary for a number of reasons including size of Tenant's antenna, weather, WiFi band or construction of the building. Speed can be impacted by signal strength, number of users, accessing the system and file size. Tenant(s) should purchase WiFi repeater if a stronger signal is needed.

## ***Modification / Termination:***

We may modify or terminate the Free WiFi for any reason and without notice. Upon any such termination, any and all rights granted by Landlord to you shall terminate.

***Your Responsibilities:***

You understand that Free WiFi, which utilizes wireless technologies, is not inherently secure and that wireless communications can be intercepted by technology designed and intended for that purpose. We will not be liable to you or any other party for any lack of security that may result from your use of Free WiFi. You agree that you are responsible for providing security measures that are suited for your intended use of Free WiFi . For example, you shall take full responsibility for taking adequate measures from safeguarding your data from loss. Also, other than the technology provided by Landlord, you must provide all equipment, technology and software to Free WiFi .

***Disclaimer:***

Access to the Free WiFi are provided on an "as is" basis, and Tenant's use thereof is at their fown risk. Landlord does not make, and hereby disclaims, any and all other express and implied warranties or conditions, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Landlord does not warrant that the services will perform at a particular speed, or will be uninterrupted, error-free, or secure.

# Free Laundry Policy

If your lease includes access to Free Laundry then these terms will apply.

## **Terms & Conditions:**

By accessing and using the free shared common area laundry ("Free Laundry"), you agree to be bound by the following terms and conditions ("Terms of Service"), which are a binding agreement between the Tenant(s) and the Landlord.

Your access to the service and laundry equipment provided to you by the Landlord for personal non-commercial use described in this section of the Resident Handbook. You must immediately notify us of any unauthorized use of the Free Laundry. You may not use the Free Laundry for any other reason, including reselling any aspect of the Free Laundry. Other examples of improper activities include, without limitation:

- A. Modifying or tampering with any of Landlord's laundry equipment;
- B. Putting any detergent or cleaning soap not designed to be used with the equipment;
- C. Putting any large items including but not limited to comforters into the equipment;
- D. Leaving any contents in the pockets of laundry that can cause damage to the equipment such as hairpins, pens, paperclips or gum.

## **Availability:**

The laundry equipment is available on a first come first serve basis.

## **Modification / Termination:**

We may modify or terminate the Free Laundry for any reason and without notice. Upon any such termination, any and all rights granted by Landlord to you shall terminate.

## **Your Responsibilities:**

You agree that Free Laundry is available to other Tenant's. It is important to monitor your laundry and not tie up the usage of the laundry equipment longer than reasonably necessary. Prior to using the equipment, Tenant(s) is to check it for cleanliness. After using equipment Tenant(s) will clean any mess and empty any lint from the dryer.

## **Disclaimer:**

Access to the Free Laundry are provided on an "as is" basis, and Tenant's use thereof is at their own risk. Landlord does not make, and hereby disclaims, any and all other express and implied warranties or conditions, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, noninfringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Landlord does not warrant that the laundry equipment will clean and sanitize at a particular level, any specific fabrics or will be available when needed or secure.

# Insurance Facts For Tenant(s)

The purpose of renters insurance is to protect Tenant(s) against losses. The following are important facts about insurance:

1. Generally, except under special circumstances, the Landlord is not legally responsible for Tenant's personal liability or loss to the Tenant's personal property or possessions due to fire, theft, vandalism, rain, water, acts of war or terrorism, criminal or negligent acts of others, or any other cause or peril. Landlord's insurance will not cover such losses or damages.
2. If damages or injury to Landlord's property is caused by Tenant, Tenant's guest(s) or child (children), the Landlord's insurance company may have the right to attempt (under the "subrogation clause") to recover from the Tenant(s) payments made under Landlord's policy.
3. Following is a non-inclusive list of examples of possible costly misfortunes that, except for special circumstances, you could be held legally responsible for:
  - a) Your babysitter injures herself in your unit.
  - b) Your defective electrical extension cord starts a fire which causes damage to the building and your personal property and or the personal property of others.
  - c) A friend, or your handyman, is injured while helping you slide out your refrigerator so you can clean behind it.
  - d) While fixing your television set, a handyman hired by you is injured when he slips on the floor you have just waxed.
  - e) Your locked car is broken into and your personal property, and that of a friend, is stolen.
  - f) A burglar breaks your front door lock and steals your valuables or personal property.
  - g) A bad storm causes rain water to penetrate the roof and damages your property.
  - h) A water pipe breaks causing damage to your property.
4. If you desire to protect yourself and your property against loss, damage, or liability, the Landlord strongly recommends you consult with your insurance agent and obtain appropriate coverage for fire, theft, liability, workers' compensation and other perils. Coverage is available starting around \$20 per month depending on coverage purchased.
5. The cost is reasonable considering the peace of mind, the protection, and the financial recovery of loss that you get if you are adequately protected by insurance.
6. Failure to purchase insurance coverage is an expression of Tenant's desire to self-insure.
7. Any insurance coverage provided by Tenant is to include endorsements reflecting coverage is primary, non-contributory and excess to any insurance carried by Landlord, Landlord is to be named as an additional insured, and coverage is to include a waiver of subrogation endorsement.

# Maintenance

Tenant(s) shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings, and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Tenant(s) is solely responsible for the replacement of broken windows regardless of negligence. Tenant(s) shall immediately notify Landlord of any defects, malfunction, damage, problem or dangerous condition in or around the premises of which they become aware. Tenant(s) shall pay for all repairs or replacements caused by Tenant, or guests of Tenant, excluding ordinary wear and tear. Tenant(s) shall pay for all damage to Premises as a result of failure to report a problem in a timely manner.

## ***Non-Emergency Maintenance Requests:***

Any non-emergency, maintenance concerns should be addressed by sending an e-mail to [maintenance@FunStyleLiving.com](mailto:maintenance@FunStyleLiving.com) or calling 1(888) 600-4344 and leaving a message in the maintenance voicemail box. It is our goal to acknowledge your request and schedule a time to make the repair as soon as reasonably possible.

## ***Emergency Maintenance Requests:***

If an emergency situation should arise, we have maintenance staff that can be reached 24 hours a day by calling the main office line at 1(888) 600-4344 and selecting the extension for the property manager assigned to your building/state. Please be certain to give them your name, address (including apartment number), and telephone number, along with a detailed description of the emergency.

**EMERGENCIES** are situations which present a danger to people or property such as:

- fire
- flooding
- lack of electricity (after Tenant(s) has first tried to reset breaker)
- broken or non-working doors, locks, and windows if they pose a security threat
- lack of heat (when outside temperature is below 50 degrees)
- lack of air conditioning (when outside temperature is above 90 degrees and the apartment has central air conditioning) (we do not guarantee or maintain window air conditioning units installed by the Tenant)
- lack of water
- toilet not functioning (when there is only one in the apartment)
- criminal activity
- broken or frozen water pipes
- water coming into the apartment from upstairs apartment or from roof
- criminal activity

All other maintenance concerns will be deemed non-emergency and will be handled during normal business hours.



***Maintenance Charges:***

Tenant(s) are responsible for the basic maintenance of their apartment. Please attend to all minor maintenance concerns prior to calling our office as certain minor issues will result in a maintenance charge. Examples of items that constitute a maintenance charge are:

- Any damage (beyond normal wear and tear)
- Changing of light bulbs
- Tightening loose locks, outlets, thermostats, etc.
- Unclogging drains (caused by Tenant(s) neglect)
- Unclogging toilets (caused by Tenant(s) neglect)
- Replacing Furnace Filter
- Changing battery in thermostat or remote control.

***Maintenance Inspections:***

There will be a periodic property maintenance inspections. You will receive advanced notice of the maintenance inspections through a posting by e-mail and through a posting on the main entry door to the building. Please watch for such a notice. A property maintenance inspection report will be written indicating all items in need of current maintenance and items needing preventative maintenance. Please do not wait until periodic inspections to let the Landlord become aware of anything that needs to be fixed in your unit. In addition, any damage to the property if applicable will be noted. You are responsible for all damage and payment for those damages within 30 days. Most of our current Tenant(s) welcome maintenance inspections as they keep small problems from becoming large problems that disrupt the Tenant(s)' lives. During the maintenance inspection, your apartment the premises will also be inspected for general cleanliness. All Tenant(s) are expected to maintain a reasonably clean dwelling at all times to prevent problems with pests.

***Drains and Toilet Clogs:***

When you move into your apartment, we take steps to ensure that the sewage drains are in good working order and that they will accept the normal household waste for which they were designed. Please only flush toilet paper down the toilet. Examples of items not to flush down the drain include:

- |                   |                    |                |
|-------------------|--------------------|----------------|
| • Kitty litter    | • Q-Tips           | • Paper dishes |
| • Paper towels    | • Sanitary napkins | • Tampons      |
| • Children's toys | • Balls of hair    | • Grease       |
| • Oil             | • Table scrap      | • Clothing     |
| • Rags            | • Sand             | • Dirt         |
| • Rocks           | • Newspaper        |                |

If the stoppage is a result of any of these or other similar items being located in the plumbing pipes, the Tenant(s) is responsible for damages.

***Running Toilets and Leaking Faucets:***

If you have a leaking faucet or suspect your toilet may be running continuously, submit a maintenance request immediately. Failure to report a running toilet will result in an exceedingly high water bill, for which you, as the Tenant(s) will be responsible. For example a running toilet can increase the water bill by several hundred dollars for a month and typically is billed every other month. As the Tenant, you are the only one that has the ability to notice and help us correct the problem.

***Plumbing Leaks & Burst Water Pipes:***

When you move in, the management representatives explained the location of the main water shutoff valve in your apartment. If you discover a water leak or a pipe freezes and bursts, please turn this valve off by rotating it clockwise and notify the Landlord immediately. To help prevent frozen pipes during extremely cold weather, open cabinet doors in the kitchen and bathroom and drip the faucets. Please turn in a service request if the caulked areas around your bathtub, tile and windows are badly cracked, broken or chipped. Water seepage can cause damage to your apartment, as well as your neighbor's.

***Maintenance, Repairs And Alterations:***

Tenant(s) shall advise Landlord of any items requiring repair, such as light switches or dripping faucets. Tenant(s) shall make repair requests as soon after the defect is noted as is practical. Tenant(s) shall refrain from making service requests directly to third party maintenance personnel unless Tenant(s) is directed to do so by Landlord. Tenant(s) shall refrain from making any alterations or improvements to the unit without the written consent of Landlord. Tenant(s) shall refrain from using aluminum foil as a window covering and shall obtain the approval of Landlord before using any window covering visible from the exterior of the building.

***Wall Hangings:***

Pictures may be hung on a thin nail. Mirrors, wall units, hanging wall or light fixtures, etc. need special attention and professional installation. Please contact the Landlord for approval in advance as damage to the Premises will be the responsibility of the Tenant.

***Inclement Weather :***

Tenant(s) shall close all windows, doors and other building openings tightly when leaving the Premises to prevent damage from the elements to the Premises. When Tenant(s) will be away from the Premises during the heating season, the thermostat shall be placed at a minimum of 50 degrees to avoid freezing of pipes and other damage.

***Window treatments:***

Tenant(s) is not allowed to make any alterations to the existing window coverings without the advance written approval of the Landlord. Only white or neutral color window treatments will be allowed and Tenant(s) shall refrain from using aluminum foil or any other material visible from the exterior of the Premises.

***Temporary Relocation:***

Tenant(s) agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation, or other methods, to control wood destroying pests or organisms, or other repairs to Premises. Tenant(s) agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant(s) shall only be entitled to a credit of rent equal to the per diem rent for the period of time Tenant(s) is required to vacate Premises.

**Keys:**

If you lose your key and need a new one there will be a minimum replacement charge of \$50 or actual cost if a locksmith is required to gain access.

If Tenant(s) re-keys existing locks or opening devices, Tenant(s) shall immediately deliver copies of all keys to Landlord at Tenant's sole cost. Tenant(s) shall pay all costs and charges related to loss of any keys or opening devices. Tenant(s) may not remove locks, even if installed by Tenant.

Landlord will not give a key to the Premises to anyone unless their name is on the rental agreement or Tenant(s) has provided Landlord in advance with a written key release request. This is for the Tenant's protection, so if you are expecting guests or relatives, please be sure they will have access to the Premises.

# Tenant(s) Required Maintenance

## ***Cleanliness And Trash:***

Tenant(s) shall keep the unit clean, sanitary and free from objectionable odors at all times. Tenant(s) shall ensure that papers and trash are placed in appropriate receptacles so that litter is not created on or about Tenant's unit. Tenant(s) shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation. Tenant(s) shall ensure that garbage is not permitted to accumulate and that it is placed on a daily basis in the trash containers provided for that purpose. Tenant(s) shall ensure that large boxes *are* broken apart before being placed in the trash containers. Tenant(s) shall be responsible, at Tenant's expense, for hauling to the dump those items too large to fit in the trash containers. Tenant(s) shall ensure that furniture is kept inside the unit and that unsightly items are kept out of view. Tenant(s) shall refrain from leaving articles in the hallways or other common areas. Tenant(s) shall refrain from shaking or hanging clothing, curtains, rugs, and other coverings and cloths outside of any window, ledge, or balcony. Tenant(s) shall refrain from disposing of any combustible or hazardous material in trash containers or bins.

## ***Smoke Detector***

The premise(s) is/are equipped with a smoke detection device(s). The Tenant(s) agrees to ask for any training required to properly maintain the smoke detection device(s). The Tenant(s) is to perform a test upon move-in and monthly thereafter to confirm the detector(s) was/were operating. The Tenant(s) is solely responsible to:

- a. ensure that the battery is in operating condition at all times;
- b. replace the battery as needed (unless otherwise provided by law); and
- c. if after replacing the battery, the smoke detector(s) do not work, inform the Landlord immediately.
- d. inform the Landlord immediately in writing of any defect, malfunction or failure of any detector(s).

## ***Light Bulbs:***

All apartments are equipped with light bulbs when you move in. Replacement is your responsibility. Light bulbs to be replaced with same as existing.

## ***Air Filters***

All apartments are equipped with air filters when you move in. Replacement is your responsibility. Air Filter to be replaced with same as existing.

## ***Windows:***

Except for those windows which are noted in writing as being cracked or broken when you move in, you are responsible for any windows which become cracked or broken in your apartment while you live there. You may repair the windows yourself if you can do the work in a professional manner which will often require a professional to repair. Otherwise, you may submit a maintenance request. Any repairs we perform will be charged at our cost.

***Disposal:***

A garbage disposal is a convenient appliance if used properly. Do not load it too heavily before you turn it on. Keep your hands and any other objects out of the disposal when it is running. Do not use any drain cleaners in the disposal.

***Oven and Range:***

Clean the top burner pans regularly with appliance or glass cleaner, or line them with aluminum foil. If your burner pans become spotted with grease or burned-on food, use a scouring pad to clean them. Clean your oven regularly. If you do not have a self-cleaning oven, use a good oven cleaner and follow product directions. Never use any sharp instruments to clean the oven,

***Refrigerator:***

Clean the outside of your refrigerator with appliance or glass cleaner. Keep your refrigerators smelling fresh and clean by placing an open box of baking soda in it, and changing it monthly.

***Microwave:***

Clean your microwave often with appliance cleaner. Be sure to cover your dishes to prevent messes.

***Dishwasher:***

Because the disposal unit is not connected to the dishwasher, food particles left on dishes will jam the dishwasher. Please scrape and rinse every dish under running water before loading it in the dishwasher. Do not crowd dishes, cups and glasses, or silverware. For maximum efficiency, avoid covering the center hold in the lower rack.

Use dishwashing products. Do not use soap or laundry detergents as they will cause the dishwasher to overflow. You can save power and reduce your electric bill by waiting to run your dishwasher until you have a full load. However, do not leave soiled dishes in the dishwasher for a long period of time or you may be visited by pests.

***Heating your apartment:***

During the heating season, move the lever on the thermostat to heat. During the air conditioning season, move the lever to cool. For normal satisfactory operation, it is recommended that the thermostat be set at 65 degrees in the winter and 75 degrees in the summer. When you are changing from cooling to heating or vice versa, allow about five minutes to elapse between the time you turn one off and the other on. The unit must have time to properly energize to prevent damage. Please keep the cold air return vent (where the furnace draws the combustion air), often in the hallway or dining room, clean. Accumulation of dust can affect the efficiency of the system and create a dangerous condition.

In some cases, you may wish to enhance the air circulation in your apartment by continuous use of the fan. The fan switch located on the face of the thermostat provides this opportunity for operating the indoor fan continuously and independent of compressor action. With fan switch in the "on" position, the indoor fan will operate continuously. "auto" position provides fan operation only when the unit is actually heating or cooling. Try both modes of operation and select the one that better suits your needs. (Continuous fan operation will increase operating costs somewhat.)

Do not turn your heat off if you are away during the winter months due to the risk of your pipes bursting and causing excessive damage to the building and to your personal belongings. While away, maintain your thermostat at 55 degrees or above. The maintenance team may enter your apartment to ensure that your thermostat is set at 55 degrees Fahrenheit or above during the holiday season.

***Unit Cleanliness:***

Tenant(s) shall maintain the unit rented to him/her in a clean manner. The unit should be free of accumulations of garbage and rubbish at all times so that everyone may enjoy their living space free of pests and foul odors.

***Dumpsters & Trash Cans:***

While some of our buildings have dumpsters, most buildings have trash cans. Be sure to place all garbage inside the trash receptacle not beside. This means you must break down boxes to ensure they fit in the dumpster/trash can. The trash receptacles are for our Tenant(s) use, only. You are responsible for bringing your assigned trash can and recyclables to the pick-up location. We do not allow anyone to go through our trash for deposit cans, etc. We do not allow anyone outside the Landlord community and our employees to dump trash in our containers. Do not under any circumstance place garbage outside of the dumpster. Please contact us if anyone is misusing these sites. Failure to comply with the provisions of this section may result in fines against Landlord from municipality that will be passed on to Tenant(s).

***Large Garbage:***

Do not throw away large objects, such as furniture into or outside of the dumpsters. No cardboard boxes can be set outside of the dumpster or cans either; they must be broken down and placed in the trash receptacle. Do not under any circumstance place garbage outside of the dumpster or trash cans. If Landlord removes large garbage you will be assessed a \$50.00 removal fee if this occurs.

***Garbage in Unit:***

Please discard of garbage daily from your apartment for cleanliness reasons. You may not leave trash in your hallway, in your storage bin or on your deck, even temporarily. If Landlord removes trash from these areas the Charge will be \$50.00 per offence or actual cost to dispose of trash. Whichever is more.

***Garbage Weekly Pick-up:***

Tenant(s) is solely responsible to put out trash bin assigned to Premises each week for garbage collection.

# Mold & Mildew Prevention

## ***Climate Control:***

Tenant(s) (s) agree to use all air-conditioning in a reasonable manner, and to use heating systems in moderation. Tenant(s) further agree to keep the premises properly ventilated by periodically opening windows during dry weather only, to allow circulation of fresh air. Tenant(s) agree to:

- Keep the premises clean and regularly dusted, vacuumed and mopped
- Remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible.
- Keep the ventilation or air-conditioning ducts uncovered and unblocked.
- Use hood vents when cooking, cleaning and dishwashing
- Keep closet doors ajar to allow for proper circulation
- Avoid excessive amounts of indoor plants
- Use exhaust fans when bathing/showering
- Use ceiling fans, if present
- Water all indoor plants outdoors
- Wipe down any moisture and/or spillage, windows and sills, bathroom walls and fixtures after bathing and showering
- Hang shower curtains within the bathtub when showering or securely close shower doors, if present
- Leave bathroom and shower doors open after use
- Use dryer, if present, for wet towels
- Use household cleaners on any hard surfaces
- Remove any moldy or rotting food
- Remove garbage regularly
- Monthly inspect for leaks under sinks
- Check all washer hoses, if applicable
- Regularly empty dehumidifier, if used
- Open blinds/curtains to allow light into premises

Tenant(s) shall report in writing if any of the following is found in any unit, storage room, mechanical closet, garage or other common area:

- Visible or suspected mold
- All A/C or heating problems or leaks, moisture accumulations, major spillage
- Plant watering overflows
- Musty odors, showers/bath/sink/toilet overflows
- Leaky faucets, plumbing, pet urine accidents
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Moldy clothing, refrigerator and A/C drip pan overflows
- Moisture dripping from or around any vents, A/C condenser lines
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops
- Clothes dryer vents leaks
- Any and all excess moisture

***Small Areas Of Mold:***

If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, Resident agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®.



# Estimated Cost of Repairs

In the event of property damage, Tenant(s) can expect to be charged pursuant to the costs below. It is important to note that the list below is an estimate. The actual cost will be determined at the time of the repair. Standard labor charge is \$50 per hour per person:

Item	Estimated Cost Of Repair
------	--------------------------

## ***Replacements:***

Replace Entry Door	\$250
Replace Interior Door	\$150
Replace Elec. Outlet	\$25
Replace Mini Blind	\$50
Replace Light Fixture	\$50
Replace Carpet	\$10.00 Per Sq. Yard
Replace Door Lock	\$50
Replace Broken Window	\$100
Replace Broken Smoke Alarm	\$35
Replace StoveOven	\$400
Replace Refrigerator	\$500
Replace Ceiling Fan	\$150
Replace Thermostat	\$100
Replace Mirror	\$100
Replace Sink	\$100
Replace Lost Key	\$50
Replace Closet Rod	\$45

## ***Repairs:***

Repair Hole In Ceiling	\$250
Repair Hole In Wall	\$100
Repair Kitchen/Bath Floor	\$50
Repair Kitchen Cabinets	\$100
Repair Torn/Hole Carpet	\$75
Repair Ceramic Tile	\$60
Plumbing Clog	\$150

## ***Cleaning / Removal Cost:***

Remove Satellite Dish & Wiring	\$1,000
Clean Refrigerator	\$50
Clean Stove/Oven	\$50
Clean Kitchen Cabinets	\$25
Clean Kitchen Floor	\$25
Clean Toilet	\$25
Clean Tub/Shower	\$25
Clean Bathroom Floor	\$15
Clean / Remove Junk/Debris	\$60/Per Room
Clean Carpet-	\$50/Per Room

Note: Carpet Cleaning Is Automatically Deducted From Security Deposit.(This Is Automatically Deducted From Security Deposit)

# Alterations, Painting & Other Renovations

All improvements installed by Tenant, with or without Landlords consent, become the property of Landlord upon termination of tenancy. Tenant(s) shall not make any alterations in or about the Premises without Landlords prior written consent, including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. The standard paint colors are manufactured by BEHR and are Green Clay color satin finish on the walls and Ultra-Pure White Semi-Gloss on trim and doors. Talk to your property manager if you are unsure of the color scheme for your apartment. For marketing appeal, ease of management, touch-ups and design these are the standard colors used. If the apartment is repainted without Landlords written consent, the resident will be responsible for all repainting charges to return back to standard paint scheme.

# Additional Important Items

## ***Roommate/Tenant(s) Disputes:***

Landlord does not intervene in roommate disputes. It is recommended that Tenant(s) work together to resolve disputes between each other.

## ***Joint And Individual Obligations:***

If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant(s) under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

## ***Prohibition of Assignment/Subletting:***

Tenant(s) shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without prior written consent of Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval, and if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant(s) of Tenant's obligation under this Agreement.

## ***Access to your Unit:***

Tenant(s) shall make Premises available to Landlord or representative for the purpose of entering to make emergency repairs or necessary inspections, agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, Tenant(s), mortgagees, lenders, appraisers, or contractors. Landlord and Tenant(s) agree that twenty-four (24) hours notice (oral or written) shall be reasonable and sufficient notice except in an emergency, abandonment or court order, Landlord or representative may enter Premises at any time without prior notice.

## ***Guests:***

Guests who stay more than 15 days in a year period may constitute a breach of the Rental/Lease Agreement. At the discretion of the Landlord, guests may be required to go through the application process and, if approved, must sign a Rental/Lease Agreement.

## ***Limited Occupancy:***

Only the person(s) listed on the lease may reside in the apartment at any time. Any additional persons will be a violation of the lease for which we may charge you an additional monthly charge of 35% of monthly rent.

## ***Binding on Heirs, etc. Bankruptcy:***

Each of the provisions of this lease shall extend to, be binding on, and insure to the benefit of their heirs, legal representatives, and assigns of the landlord.

## ***Extended Absences By Tenant(s):***

Tenant(s) agrees to notify Landlord in the event that they will be away from the premises 7-consecutive days or more. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

## ***Signs:***

Tenant(s) authorizes Landlord to place For Sale/Rent/Lease signs on the Premises. Tenant(s) may not place any

signs or other advertising matter on or inside windows, hallways, doors, mailboxes, or outside the building (this includes political signs and for rent signs).

***Waterbeds:***

Tenant(s) shall not use or have waterbeds on the Premises unless: (a) Tenant(s) obtains Landlord's prior written consent. (b) Tenant(s) obtains a valid waterbed insurance policy;(c) the Tenant(s) provides Landlord with a certificate of insurance and endorses the policy to reflect the Landlord as the loss payee; (d) Tenant(s) increases the security deposit in an amount equal to one-half of one months rent; and (e) the bed conforms to the floor load capacity of Premises.

***Tenant(s) Estoppel Certificate:***

Tenant(s) shall execute and return a Tenant(s) estoppel certificate delivered to Tenant(s) by Landlord or Landlords agent within 3 days after its receipt. The Tenant(s) estoppel certificate acknowledges that this Agreement is unmodified and in full force, or in full force as modified, and states the modifications. Failure to comply with this requirement shall be deemed Tenant(s) acknowledgment that the Tenant(s) estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

***Waiver:***

The waiver of any breach of the terms of the Lease, Addendums or this Residential Handbook shall not be construed as a continuing waiver of the same or any subsequent breach.

***Pet Policy***

In an effort to reduce problems and avoid pests regular and incidental to pets such as fleas, pets are not allowed other than a fish in a tank not to exceed 5-gallons. This policy cannot be amended unless in writing between Landlord and Tenant.

***Reduction of Services:***

Landlord shall not be responsible to Tenant(s) or any others for a loss or a reduction of services by acts not willful, or conditions beyond Landlord's control, nor shall any loss or reduction of services terminate his/her lease or reduce the amount of rental due hereunder, except as provided by law.

***Condominium:***

If the Premises is a unit condominium, planned unit, or other development governed by a homeowner's association ("HOA"). The Tenant(s) agrees to comply with all covenants, conditions and restrictions, bylaws, rules and regulations and decisions of HOA. Landlord shall provide Tenant(s) copies of rules and regulations, if any. Tenant(s) shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guest or licensees of Tenant.

# Termination

## ***Early Termination:***

You are responsible for rent during the term of the Lease regardless of whether you physically reside in the apartment. If you vacate before the end of the term of the Lease, you will be held liable for the rest of the rent due under the Lease and responsible for all expenses in seeking another Tenant. In some circumstances, Landlord will allow Tenant(s) to terminate their lease with the payment of a termination fee which will be determined based upon a number of factors.

## ***Tenant's Obligations Upon Vacating Premises:***

Upon termination of Agreement, Tenant(s) shall:

- A. give Landlord all copies of all keys or opening devices to Premises, including any common areas;
- B. vacate Premises and surrender it to Landlord empty of all persons;
- C. vacate any/all parking and/or storage space;
- D. deliver Premises to Landlord in the same condition as when originally Leased;
- E. clean Premises, including professional cleaning of carpet and drapes;
- F. clean, patch holes, touch-up paint (as applicable) the ceilings, walls, baseboard and trim, windows, blinds, kitchen cabinets, stove and oven, refrigerator (which should be emptied of food, turned off, with the door left open, kitchen and bathroom sink, bathtubs, showers, toilets and plumbing fixtures
- G. give written notice to Landlord of Tenant(s) forwarding address

## ***Move-Out List:***

Tenant(s) and Landlord are to complete Move-Out list together to confirm condition of Premises upon vacating premises.

## ***Security Deposit:***

Your security deposit will be refunded within the time allowed by law as long as all requirements of the lease agreement have been satisfied.

## ***Termination Due to Damage To Premises:***

If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident, peril or other event or casualty, which render Premises uninhabitable or causes more than \$5,000 in damage, either Landlord or Tenant(s) may terminate Agreement by giving the other written notice. Rent shall be abated as of date of damage. The abated amount shall be the current monthly rent prorated on a 30-day basis. If Agreement is not terminated, Landlord shall promptly repair the damage, and rent shall be reduced based on the extent to which the damage interferes with Tenant(s) reasonable use of Premises. If damage occurs as a result of an act of Tenant(s) or Tenant's guests, only Landlord shall have the right of termination, and no reduction in rent shall be made

## ***Termination of Tenancy:***

Landlord reserves the right to terminate the tenancy and Tenant(s) agree to vacate the dwelling unit which may pose a safety or health hazard to Tenant(s) or other persons, and/or Tenant(s) ' actions or inactions are causing a condition which is a safety or health hazard.

## ***Termination Upon Sale, Transfer Or Conveyance:***

If the Landlord sells the Premises during the lease term, the buyer(s) or prospective buyer(s) will have the option to buy back this lease with 30-Days written notice to the Tenant(s) of their desire to exercise their option, and hence terminate the tenancy and pay, in advance, the Tenant(s) an amount equal to \$200 for each remaining month of the lease term. This does not apply to a Month-to-Month tenancy

***Grounds For Termination Of Tenancy:***

The failure of Tenant(s) or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's Rental Application, are grounds for termination of the tenancy, with appropriate notice to Tenant(s) and procedures as required by law.

***Showing Of Premises To Prospective Residents:***

The Tenant(s) agrees to allow Landlord to show the Premises to prospective residents with proper notice. If the Tenant(s) denies access or unreasonably interferes with the showing of the premises to prospective residents or buyers, Tenant(s) agrees to pay Landlord liquidated damages equal to 1-months rent.

***Last Month's Rent:***

Rent will not be prorated upon moving. In order to reduce liability for rent, be sure to give at least 30-days notice prior to the 1<sup>st</sup> of the month.

# Disclosures

## ***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 hazard if not taken care of properly. Lead exposure is especially harm full to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenant(s) must also receive a federally approved pamphlet on lead poisoning prevention. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c)). The Landlord discloses presence of lead-based paint or lead-based paint hazards in housing as property was built before 1978. Landlord has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. The Landlord certifies to the best of their knowledge that the information provided is true and accurate.

## ***Data Base Disclosure:***

Many states require local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to the Penal Code as a sex offender. The data bases are typically updated on a periodic basis and a source of information about the presence of these individuals in any neighborhood. Local law enforcement can advise you as to any additional resources such as a Sex Offender Identification Line through which inquiries about individuals may be made.

## ***Pest Control:***

If Landlord has entered into a contract for periodic pest control treatment of the Premises, Landlord shall give Tenant(s) a copy of the notice originally given to Landlord by the pest control company.

# Resident Handbook Signature Page

I, We certify that I (We) have read the entire Resident Handbook, understand the same and have received a copy. This Resident Handbook is incorporated into the Lease as if it were physically attached thereto. An electronic signature is as legally enforceable as a traditional wet signature by pen.

_____	_____	_____	_____
Landlord	Date	Tenant	Date
		_____	_____
		Tenant	Date
		_____	_____
		Tenant	Date