

RENTAL RULES, REGULATIONS & RESPONSIBILITIES

- 1. RENT:** Landlord expects one (1) check for the total amount of the rent each month. Rent is considered late after the 1st day of the month and will be assessed a late fee. Checks returned as NSF (non-sufficient funds) will be charged \$25.00. Thereafter, rent will need to be paid in cash or money order. **SECURITY DEPOSITS** cannot be used as payment of your rent. **Tenant must provide a forwarding address to First Property Management in order to receive refund of security deposit.** Security Deposits will be refunded 30 days after tenants have vacated the apartment upon the (a) completion of the lease, (b) apartment has been returned to its original condition and (c) apartment has been inspected by the Landlord's representative.
- 2. SUBLEASING:** Lessee may sublease apartment subject to Lessor's approval of new Tenant. Lessee will be charged \$100 for preparing and changing any records. Sublets are subject to the approval of the Lessor and all remaining Lessees. We at no time guarantee the re-rental. If you are unable to sublet your unit you are responsible for the lease until it terminates. Failure to report a sublet or roommate change will result in a \$200.00 fee.
- 3. OCCUPANCY:** The premises shall only be occupied by those Tenants who have signed both the application and lease for any apartment. Occupancy, by another person is not permitted, except upon written consent from Landlord.
- 4. APARTMENT SHOWINGS:** After notification from Tenant to Landlord that Tenant is vacating the apartment and/or will not be renewing lease for said apartment, the Landlord or agent of Landlord may show said premises to parties wishing to rent them between the hours of 9:00 a.m. and 6:00 p.m. daily, Monday through Saturday. Tenants will be given a 24-hour notice before showing.
- 5. CARPET CLEANING:** All carpets must be professionally shampooed prior to vacating by a professional carpet cleaning service using the extraction method only. Receipt for cleaning must be given at the time of inspection. Carpets must be cleaned prior to your move out inspection unless other arrangements have been made through the office. Failure to do so will result in a \$200.00 fee charged in addition to the cost of the carpet cleaning.
- 6. NO PARTIES:** A party will result in an automatic fine of at least \$300.00 plus damages and/or eviction at Landlord's discretion.
- 7. ALCOHOL:** No alcoholic containers larger than two (2) gallons allowed (kegs, etc.). Violation will result in a fine of at least \$200.00.
- 8. INAPPROPRIATE BEHAVIOR:** Profane, obscene, loud language or inappropriate behavior and conduct are absolutely prohibited. Tenant obligates himself/herself and their guests not to do or permit to be done anything that will annoy, harass, embarrass or inconvenience any of the other Tenants or occupants in said or adjoining premises. The Landlord may terminate Tenant's lease for: Criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenant's household or any other person under the Tenant's control.
- 9. NOISE:** All musical devices/instruments, televisions, radios, etc. shall not be played or operated at an unreasonable volume at any time and shall not be audible outside the leased premises between 10:00 pm and 8:00 am. Each Tenant is required by his/her lease to conduct himself/herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
- 10. UTILITIES:** Utilities for which Tenant is responsible, are to be transferred **PRIOR** to occupancy and remain in Tenant's name for the duration of the lease period. If Tenant fails to do so and Landlord receives a utility bill, there will be an additional \$75 fee charged to Tenant. Use utilities provided by Landlord in a reasonable and not wasteful manner. Landlord does not guarantee availability of cable TV (if provided by Tenant) or phone service.
- 11. GARBAGE DISPOSALS, DRAINS & WASTE PIPES:** Tenant is responsible for all drains and waste pipes in unit including the cost of clearing any partial or complete blockage occurring during occupancy. Tenants are responsible for simple clearing of garbage disposals using reset button and/or Allen-hex wrench. Calls to our office for this service will result in a \$25.00 charge. Be careful no pop can tabs, silverware, grease, coffee grounds, food, toys, etc. go down drains.
- 12. INSECTS & PESTS:** Tenant will be responsible for the expense of extermination of insects & other pests if Tenant is found to be the cause of the problem.
- 13. DAMAGE TO PROPERTY OR EQUIPMENT:** Tenant shall be responsible for damage to property or equipment caused by himself/herself or others to the interior or exterior of their unit whether due to negligence, carelessness, misuse or other causes. This includes but is not limited to appliances, interior/exterior doors, locks, windows, screens and blinds. **All damage should be reported promptly** and will be repaired by Landlord at the expense of the Tenant.
- 14. RENTER'S INSURANCE:** Landlord is not an Insurer of Tenants person or possessions. Landlord shall not be liable for personal injury or death of Tenant, Tenant's family or guests or damage or loss of Tenant's personal property for any cause whatsoever. **LANDLORD STRONGLY RECOMMENDS TENANT OBTAIN OWN INSURANCE.**
- 15. NO PETS ALLOWED:** Pets are strictly forbidden in all designated NO PETS buildings. Pet sitting is also prohibited. Tenant shall be subject to a \$300.00 fine for any unapproved pet seen in their apartment as well as removal of said pet. Upon second violation, Tenant shall be subject to eviction. Any damage incurred by a pet will be at the expense of the Tenant.
- 16. WATERBEDS:** Waterbeds are not permitted in any of the premises, except upon written consent from Landlord.
- 17. LIGHT FIXTURES:** Light bulbs are furnished at the time of occupancy. Thereafter, Tenants will replace all bulbs at Tenant's expense. The Tenant must make sure that all bulbs are working and of the same wattage as originally provided at the time of checkout.
- 18. SMOKE DETECTORS:** Smoke detectors inside the apartment are provided by the Landlord with operational batteries at the time of occupancy. Thereafter, it is the responsibility of the tenant to periodically test the detectors and replace batteries when necessary. Smoke detectors are considered permanent fixtures and must be operational at all times. Failure to have the detectors at the time of final checkout will result in a \$50.00 charge per detector and \$10.00 per battery.

19. CARBON MONOXIDE DETECTORS: If your apartment has a carbon monoxide detector, it is considered a permanent fixture and must remain in the apartment. It is the responsibility of the Tenant to replace batteries when needed. Failure to have the detector during final checkout will result in a \$75.00 charge.

20. COMMON AREAS: The common areas of the premises such as halls, elevators, vestibules, stairways, laundry rooms, trash containers, storage areas, garages, driveways, parking lots, and entrances or exits to the building shall be used for their appropriate purposes such as entrances and exits. Tenant shall not use any of these common areas for any other purpose and shall prevent their children, if any, from using such areas as play areas. All of these areas, which are used for entrance and exits, must be kept free of any personal property. Personal property found in above described common areas and walkways shall be considered abandoned and will be disposed of.

21. LAUNDRY: Laundry facilities in Multiple Housing Units are provided. Promptly remove all laundry from machines. Clean machines and lint filters after each use. Keep laundry areas clean. Report maintenance needs as soon as possible.

22. GARBAGE: All garbage, rubbish, and other waste from dwelling unit should be put into garbage bags and disposed of promptly and in a clean, safe manner and placed in garbage containers. This includes cigarette butts. Under no circumstances should such items be thrown from windows or balconies.

23. SMOKING/NOXIOUS ODORS: Tenants shall not cause or permit any objectionable/noxious/unusual odors to be produced or emanate from their apartment or the building. Smoking is strictly forbidden in buildings that have been designated as non-smoking. Smoking in all other buildings must be confined to Tenant's apartment and decks. Common areas in all buildings are strictly no smoking.

24. MAINTENANCE/CLEANING: We offer our tenants good, clean, well-maintained apartments. The apartment you are moving into is in this condition. If you see anything to the contrary, please advise our office immediately. **We expect you to return the apartment to us in the same clean, damage-free condition in which you received it. Tenants are expected to thoroughly clean their apartments upon vacating.** Any cleaning and/or damage repairs required after Tenant has vacated will be charged to the Tenant at an hourly rate plus materials. Hourly rates are subject to change as conditions warrant.

25. LOCKOUTS: Any Tenant who gets locked out of his/her own apartment is the responsibility of the Tenant. The Landlord, **if available**, will unlock your door for a \$50.00 charge (regardless of time of day/night) and is due at the time of the lockout. If you have lost your keys, there is a \$20.00 charge for a new key. To re-key the lock there is a \$100.00 fee for the door and a \$50.00 fee to re-key the mailbox.

26. NO ADDITIONAL LOCKS: No additional locks may be put on any door without consent of the Landlord, nor shall Tenants change any locks without the consent of the Landlord.

27. ADVERTISING/SIGNS/BANNERS/FLAGS: The complex building and/or address will not be used for purposes of advertising any type of product or service. Public display of signs, banners, flags, or other similar items cannot be attached or displayed by Tenants to any interior or exterior area of the building. This includes decks, patios and balconies. Peddling, soliciting and/or distribution of products or services are strictly forbidden without prior approval of the Landlord.

28. FIRE HAZARDS: In an effort to reduce the risk of fire, we stipulate the following: 1) All furnace rooms must remain free of personal property. 2) No grills on wood decks or walkways. This is a City of Ames violation and is subject to fine. 3) No live Christmas trees. 4) Candles are very dangerous and should never be left unattended. Any damage done by candle burning or wax will be at Tenant's expense.

29. PARKING: All vehicles must be parked in assigned spaces or areas designated for parking on a first-come-first-serve basis. All cars in the parking lot must be licensed and operable or will be subject to towing at owner's expense. Vehicles blocking access to garages, parking spaces, driveways, garbage dumpsters, etc. are subject to towing at owner's expense. Under no circumstances is a car, truck, motorcycle, etc. to be driven on lawns. Boats, campers, trailers or vehicles not used for daily transportation shall not be parked on the premises without special permission of the Landlord.

30. GARAGES: Any unit that comes with a garage must have room for a vehicle at all times. The purpose of the garage is to house a vehicle and some storage. Garage doors are to remain closed at all times. The garage is not to be used as a living quarters of any kind.

31. BREACH OF RULES: It shall be considered a breach of these rules for any Tenant to provide false or misleading information upon a rental application if such information is material to the determination of the Landlord whether to rent a unit to the Tenant. In the event any such false or misleading information is discovered, which would have been material to such determination, Tenant shall be deemed to have breached these rules.

First Property Management

The Tenant agrees to comply with all said rules and regulations and certifies that they have read the **Rental Rules, Regulations and Responsibilities**. Tenant acknowledges receipt in writing of all existing rules concerning Tenant's use and occupancy of premises. Tenant understands Landlord may adopt further and amended written rules, in the manner provided by law, concerning Tenant's use and occupancy of premises. Tenant agrees to be bound by these written rules and understands should Tenant break such rules, sufficient grounds exist for termination of occupancy by Landlord.

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Lease Period

Address