



NON-STANDARD TERMS OF RENTAL AGREEMENT

1. **LATE FEES:** Rents must be paid on the FIRST of each month either in the form of a personal check or money order. Rents arriving after the FIRST day of the month, will be charged a "late fee" of \$5.00 per day including the day it is paid and an additional \$30.00 above the per day late fee for rent received after the fifth of the month. There will be no exceptions. If rent is not postmarked by the last day of the month, the rent discount does not apply. Acceptance of a delinquent payment does not constitute a waiver of that default or any other default under this lease.
2. **RETURNED CHECK/STOP PAYMENT FEE:** If any check or other payment issued by the tenant is returned unpaid due to non-sufficient funds or returned due to the tenant's stop payment, tenant will be assessed a fee of \$40.00. Such fees may be deducted from tenant's security deposit.
3. **SECURITY DEPOSIT:** The security deposit shall not be used as any part of the last month's rent. Upon inspection of a vacated apartment by owner or his agent, the damage deposit will be returned to the tenant with 21 days, subject to deduction for damage beyond ordinary wear.
4. **TENANT DAMAGE:** The owner or his agent shall not be responsible to tenants for damages or destruction of personal property belonging to tenants due to or caused by fire, water, mildew, dampness, mold, theft, burglary or mysterious disappearance. It is advised that the tenant get renters insurance.
5. **PETS:** Dogs are never permitted. Cats and other animals are not permitted in the building without prior approval of landlord or on-site manager. If a cat or bird is residing in the apartment, a pet agreement must be signed along with a monthly fee. If a cat or bird is residing in the apartment without prior consent, a monthly rent increase will be retroactive to the beginning of the lease or date designated as acceptable to landlord if date cannot be verified.
6. **DISTURBANCES:** The tenant shall refrain from making any disturbance and shall turn down the television, radio or stereo after 10:00 pm. Tenant is responsible for all their guest's activities.
7. **ACCESS TO UNIT:** If a tenant fails to permit access to unit when given a twelve hour notice for showing or repairs, tenant will be assessed a fee of \$25.00 per instance landlord or agent is denied access. Tenant will be liable for any damage incurred. Landlord or agent may enter property if they suspect a health or safety emergency.
8. **GARBAGE DISPOSAL:** All refuse must be put in plastic bags and placed in the dumpster. Tenant shall deposit all recyclable in proper containers. Anyone who fails to separate recyclables will be assessed a \$50.00 separation fee and double the amount of any fine imposed by the Trash removal company. Tenant will be charged for the disposal of furniture, mattress or box spring, TV etc. left at dumpster; \$50.00 for each piece. No parking in front of the dumpsters or recyclable bins at any time.
9. **ALTERATIONS:** The tenant shall make no alterations to the premises.
10. **PLUMBING:** All drains and waste pipes on plumbing are accepted as clear by the tenant and any partial or complete stoppage occurring during the tenancy shall be repaired at the tenant's cost.
11. **SUBLET/UNDERLET:** No part of the premises shall be sublet or underlet. The apartment shall be occupied by the parties named on the lease only. If tenant would like to request an additional party to occupy the premises, permission must be granted by landlord. No keys will be given to anyone not listed on the lease without written permission.
12. **PARKING:** Vehicles must be registered with the landlord and parked only in their assigned spot or parking area. Visitors must park in designed areas. Violators may be ticketed and towed at the owner's expense. No recreational vehicles such as boats, RV's, campers, trailers, etc. may be kept on the property at any time. Unlicensed or unused vehicles may not be kept on property.

13. **SNOW REMOVAL:** DURING SNOWPLOWING, ALL VEHICLES MUST BE REMOVED FROM PARKING AREA.
14. **HALLWAYS:** No eating, drinking, smoking, playing or loitering in the hallways is permitted at any time. No grills on the balconies. If you or your guests smoke outside, put your cigarette butts in the pot at the front door. Do NOT drop butts in the yard or parking lot.
15. **TOYS/BIKES:** All bikes, scooters or large toys must be kept in the garage, not apartment. Bikes or toys in the hallways, balconies or lying in the yard may be disposed of as seen fit by landlord.
16. **EXTERIOR DOORS:** Exterior doors may not be propped open by any means. Tenant will be responsible for any damage cause by wind to any door frames, etc.
17. **LAUNDRY ROOMS:** Washer and dryers shall be left clean after use. Laundry must be immediately removed from washer and dryer when finished. Please do not use bent quarters or Canadian quarters as they might jam the machines and not allow them to work.
18. **CANDLE BURNING/SMOKING:** Smoking and excessive candle burning leaves a film on all surfaces including walls, cabinets, woodwork, appliances, windows, blinds and light fixture must be cleaned thoroughly or will be subject up to a \$750.00 cleaning and painting charge.
19. **VACATING:** If tenant desires to vacate upon lease expiration tenant must give written notice 60 prior to lease expiration. Upon lease expiration tenant automatically goes on month-to-month lease with a 60-day written notice to vacate. Notice must be given by the first of the month. Tenant will not be allowed to vacate premises in the months of November, December or January.
20. **CLEANING UPON VACATING:** Upon vacating the apartment, tenant is responsible for cleaning the unit including the stove, refrigerator, microwave oven and bathtub, each subject to a fee of \$40.00 if not cleaned. Tenant is responsible for professional carpet cleaning if carpet is soiled above normal wear and tear. Tenant must provide landlord with a cleaning receipt. A \$15.00 fee will be charged for each unwashed window. If an apartment has not been left clean, a \$20.00 per hour cleaning fee will be charged. All personal property must be removed from the apartment, laundry room, patio and garage. If personal property is left it will be considered abandoned and tenants will be charged for disposal.
21. **SURRENDERING OF THE PREMISES:** Tenant shall be considered to have surrendered the premises by noon on the last day of the tenancy provided under the Rental Agreement. If the tenant vacates before the last day of the Rental Agreement. Surrender occurs when the landlord receives the keys and garage door opener. If tenant vacates the premises after the last day of tenancy, surrender occurs when the landlord learns the tenant has vacated. If the tenant stays after 12:00 noon on the last day of tenancy tenant will be responsible for all cost & damages incurred by new tenant. If tenant is evicted, the surrender occurs when the writ of restitution is executed or when landlord learns that the tenant has vacated the premises whichever occurs first.
22. **RETURNING KEYS:** Tenant will upon termination, return all keys and garage door remote controls (if applicable, garage key pad number) to landlord. If all keys are not returned immediately, tenant agrees to pay \$150.00 for new locks and installation. The garage door opener must be returned or pay a \$50.00 fee. The 21-day security deposit starts the later of when the keys and remote are returned or the end of the month the unit is vacated. Rent will be required for the entire month in the event of a hold over.
23. **FORWARDING ADDRESS:** If tenant vacates without providing the landlord with a forwarding address all correspondence will be sent to the tenant's last known address.

Tenant Signature: _____

Date: _____

Tenant Signature: _____

Date: _____