

# BRANDON LADD

## APARTMENTS AND TOWNHOUSES



### RULES AND REGULATIONS

Under Section 25 of your LEASE CONTRACT, you, as Tenant(s), agree to abide by all existing Rules and Regulations of the Landlord or Broker applicable to the premises, and by such other rules and regulations which may be imposed from time to time by the Landlord or Broker, and as such additional rules and regulations shall be a part of your LEASE CONTRACT. The following Rules and Regulations are in addition to your responsibilities as listed in Section 6 & 25 of your LEASE CONTRACT. Please review Sections 6 & 25 of your LEASE CONTRACT. Please be aware that the Rules and Regulations listed in your LEASE CONTRACT and below apply to you, your family and your guests.

1. ADDENDUM: This is an Addendum to the LEASE CONTRACT executed by you, the tenant(s), on the dwelling you have agreed to rent located at Refer to Cover Page.
2. SUBLEASE: In the event of any sublease of the property by Tenant(s), rental applications from all prospective sub-tenants shall be submitted to and approved by the Landlord or Broker prior to their taking occupancy, and an administrative fee equal to one-half month's rent shall be payable by Tenant(s). An application fee of \$45.00 must accompany each application.
3. RE-LETTING:
  - A. Should Tenant(s) wish for the Landlord to re-let Tenant(s) apartment, an administrative fee equal to one-month's rent shall be paid by Tenant(s).
  - B. Tenant(s) will remain responsible under all terms of the LEASE CONTRACT until the Landlord finds an acceptable applicant and the new tenant(s)' LEASE CONTRACT begins.
4. CONDITION:
  - A. Property is accepted "as is" unless noted herein.
  - B. Landlord and Broker agree to deliver the premises in a fit and habitable condition by 4:00 p.m. on the first day of the LEASE CONTRACT or reduce the rent on a pro-rata basis until possession is granted.
5. LEAD PAINT: Tenant(s) agree that they have been notified about lead paint hazards (if property was built prior to 1978) and are welcome to have a lead paint test conducted at Tenant(s)' expense; however, the Landlord and Broker are not obligated to remove paint. Tenant(s), if they so choose, may have this act performed at Tenant(s) expense.
6. LATE FEES: Tenant(s) agree to pay a late charge of \$50.00 if rent is not paid in full and received in our office by 5:00pm on the fifth day (5th) of each month, regardless of holidays. Checks may be placed in the outside drop box at the front door of the office if the office is closed. Be sure your address is on your check. Tenant(s) agree and understand that when using the facilities of the U.S. Postal Service for mailing items to Landlord or Broker, Tenant(s) are appointing the Postal Service as Tenant(s) sole agent, and the Landlord and Broker will not consider postmarks in determining the time of receipt of any items. Tenant(s) agree to pay a \$35.00 charge for each check not honored by bank upon presentation for any reason. Any check received by the fifth day (5th) of the month which is subsequently not honored by bank for any reason will be considered late, and the late charge of \$50.00 will be due in addition to the \$35.00 charge for the returned check. If Tenant(s) have more than one check not honored by bank during the term of the LEASE CONTRACT, the Landlord and Broker will no longer accept Tenant(s)' checks, and certified funds must be used by Tenant(s) for all payments.

7. ELECTRICITY: Tenant(s) agree to have electricity connected for the entire lease period. Tenant(s) agree, upon termination of the LEASE CONTRACT, to leave the electrical services on for five (5) days so that an inspection can be made of the premises.
8. HEAT: Tenant(s) agree to maintain heat in their unit in a reasonable manner to prevent damage. The heat source provided by the landlord is the primary heat source for the unit, and is the only heat source allowed in the unit unless tenant(s) secure prior written consent from the landlord to use alternative sources. Alternative sources of heat do not keep pipes from freezing, and are not cost efficient ways to heat a home.
9. LOCK OUTS:
  - A. During normal business hours (8 a.m. to 5 p.m., Monday through Friday, excluding holidays), any Tenant locked out of his or her apartment and needing the Landlord or Broker to open the door will be charged a fee of \$35.00 for entry. Should Tenant come to the office, he or she may pick up a key to the apartment at no charge if it is returned immediately.
  - B. Landlord will not unlock any door after office hours. Tenant(s) must call a locksmith.
10. MAINTENANCE:
  - A. Tenant(s) shall be responsible for the following: unclogging toilets and drains, the replacing of fuses, light bulbs, smoke detector batteries, and the flipping of circuit breakers.
  - B. Tenant(s) shall at all times provide adequate heat (above 50° F) to the apartment to prevent freezing of pipes and furnace.
  - C. If Landlord or Broker responds to a maintenance request which results in Landlord repairing an item which is damaged by the Tenant(s)' actions or neglect, the Tenant(s) will be charged for the repair.
  - D. Tenant(s) agree to remove all window air conditioners in the winter.
11. SMOKING: Our properties are all non-smoking. In an effort to provide healthful, clean apartments for our current and future tenants, we do not allow any smoking inside of our units. If you must smoke on our property outside of the dwelling, you are required to collect and dispose of your smoking products, byproducts and paraphernalia. If butts, ash, or other byproducts have to be removed from your unit's grounds, there will be a minimum fee assessed of \$35.00. If you or your guests are found to be smoking within the unit, please note that it is a violation of your LEASE CONTRACT and your lease could be terminated at the Landlord/Broker's discretion.
12. VEHICLES:
  - A. Tenant(s) agree not to do any car repair at or about the premises.
  - B. Due to local fire ordinances, motorbikes and motorcycles must be parked away from the building. Bicycles may not be stored on landings or attached to any railing or any part of the building.
  - C. Abandoned vehicles, or those that appear to be abandoned or not fully operable (expired or no license plates, without current inspection stickers, missing wheels, improperly or illegally parked, etc.) which are parked on the property will be subject to immediate towing (without notice) at the owner's expense.
13. WINDOWS: Windows and sliding glass doors may be covered by drapes, blinds, or curtains. Sheets, flags, or similar articles are not permitted as window coverings.
14. AREAS OFF LIMITS:
  - A. Children shall not play in the driveway, parking areas, public halls, or stairways.
  - B. Tenant(s) and Tenant(s)' family, visitors, employees, or agents shall not at any time enter upon any roof or in any attic of the building unless required to do so in an emergency.

