

RULES AND REGULATIONS

2016-17



THE TENANTS:

1. Agree to maintain proper heating levels throughout the Apartment in order to safeguard all heating and plumbing facilities. The use of candles and/or space heaters is strictly prohibited.
2. If at anytime the Tenants cause the condition of the Apartment to be dangerous, below sanitary or health standards or make the Apartment difficult to rent, the Landlord may have the Apartment professionally cleaned and charge the Tenants.
3. Will use all electrical, plumbing, sanitary, heating, ventilation, air conditioning or other facility reasonably, and keep same in clean and workable condition.
4. Will conduct themselves in a manner that will not disturb other people.
5. Will not make changes to or paint the Apartment without the Landlord's permission.
6. May not assign or sublet this lease or allow other persons to move in to the Apartment without the Landlord's permission.
7. Will allow the Landlord to inspect, make necessary repairs, and show the Apartment to any prospective tenants at reasonable times.
8. It is the tenants' responsibility to notify management of any required maintenance or repairs. If failure to do so on the part of the Tenant results in further damage, such damage will be charged to the Tenant. Windows left open during inclement weather will result in a charge to the Tenant for any damage caused.
9. Agree to pay for repairs of all damage that they or their guests have caused. A repair charge will be levied against the Tenants for unstopping toilets and clearing drain clogs if such clogs are determined to be caused by the Tenants or their guests. **No sanitary napkins or tampons are to be flushed down the toilets.** Shower curtains should be tucked INSIDE of the tub when in use. A repair charge will be levied against the Tenants for any water damage caused by shower curtains not being used properly.
10. **NO WATERBEDS OR ANY BULK FURNITURE (other than what is provided by the Landlord) ARE PERMITTED.**
11. **NO PETS ARE PERMITTED.**
12. No clothes are to be hung outside of any part of the building.
13. No kerosene heaters are permitted on the premises.
14. No locks are to be changed. \$50.00/lock will be charged for any locks changed.
15. No upholstered furniture is permitted outside the apartment and/or building.
16. No guest may reside anywhere within the apartment or its balcony.
17. No weapons of any kind or the harboring of fugitives are permitted on or near the premises.
18. **THE FOLLOWING LANGUAGE IS IN ADDITION TO THE LANGUAGE IN CLAUSE 21 OF THE LEASE: "INSURANCE: THE LANDLORD IS NOT RESPONSIBLE FOR LOSS OF TENANTS' PROPERTY CAUSED BY BUT NOT LIMITED TO FIRE, THEFT, OR WATER DAMAGE, THE LANDLORD'S INSURANCE DOES NOT COVER THE TENANT, THE TENANT'S PROPERTY, OR GUESTS. THE TENANT MUST HAVE FIRE & LIABILITY INSURANCE TO PROTECT THE TENANT, THE TENANT'S PROPERTY, AND GUESTS WHO MAY BE INJURED WHILE ON THE PROPERTY. In the event there is any injury or damage to any person or personal items in the rented property, the Tenant hereby releases the Landlord from all liabilities, and agrees to pay for any loss or claim in any portion of the rented property."**
19. The Apartment is to be found and left in professionally clean condition. The following are estimated charges that will be charged against the security deposit if cleaning and/or repairs are needed. Including but not limited to: Clean refrigerator - \$50.00. Refrigerator bins missing/broken - \$50.00 each. Clean kitchen cabinets - \$50.00. Clean oven/range - \$50.00. Broiler pan missing - \$40.00. Clean bathroom - \$75.00. Replace broken light fixtures - \$45.00 each. Replace broken window pane - \$100.00. Remediation of malodor - \$150.00. It is the new Tenants' responsibility to notify the Landlord **IN WRITING** of ANY damage they find to the Apartment as soon as they move in, but no later than seven (7) days after the beginning of the lease. A Landlord's representative of the Landlord must inspect and authorize any work to be done.
20. **EXTERIOR DECKS:** No barbecue grills of any type are permitted on the exterior decks, the exterior roofs above the first floor of the building or the main roof above the 5th floor of the building. No more than 10 people or 2,250 lbs may be on the same deck at one time. No tossing of any debris or liquid over or through the railing of the deck. Tenants and their guests conduct themselves in a manner that will not disturb other people. Landlord, at Landlord's discretion retains the right to lock the door to the deck from the apartment and prevent the Tenant's use

of the deck if the Landlord determines that Tenant is in violation of any of these rules pertaining to the use of the deck. If a Tenant continues to use the deck by accessing it from the adjoining apartment, Landlord retains the right to lock the door to that Apartment's deck also.

21. In the event the Apartment becomes uninhabitable due to damages caused by fire, water, acts of Nature, or other disasters that create an unlivable situation as determined by the Landlord, then the Tenants and Landlord will be released from the lease obligations without any further liabilities; all prepaid rents and security deposits will be returned to the Tenants, and this Agreement will be null and void.
22. **LEASE RENEWAL:** The following language will replace Clause 5 of the Lease: Landlord may contact Tenant in the month of December of the Lease term to verify whether the current Lease will be extended or terminated. If the Tenant does not respond to the Lease Renewal Notice within 30 days from the date it is received, the Landlord retains the right to terminate the Lease at the end of the Lease term and may show the apartment and bedroom at any time thereafter or until such time the Tenant renews the Lease.
23. The following language will supersede the language in Clause 23 of the Lease: "In the event the Tenant desires to depart prior to the end of the lease period or any renewal period thereof, Tenant must provide Landlord written notice of their intent and choose one of the following options: 1) Tenant will continue to pay rent until the ending date of the Lease, 2) Tenant may request that Landlord attempt to rent the Bedroom to another tenant once Tenant moves out of the Apartment. Tenant will continue to pay all rent until the ending date of the Lease or any renewal term or until a new Tenant is approved by Landlord and a new lease takes effect, whichever occurs first. The rental amount of the new lease must be for at least the same amount of money that the Tenant is currently paying. If the Tenant chooses this option, there will be a \$600 early lease termination penalty, 3) Tenant can provide a sublet tenant, acceptable to Landlord, to replace him/her immediately. If the Tenant chooses this option, there will be a \$300 early lease termination penalty, or 4) pay an early lease termination penalty of \$1,600 and vacate the premises without any further rental obligations.
24. Upon the expiration of this lease, if the Tenants have not vacated the premises within twelve (12) hours or have not signed another lease with the Landlord for the same premises prior to a third party signing a lease, the Landlord may hold the Tenants liable for damages. Additionally, the Landlord will pursue all legal means available for seeking eviction and recovering the aforementioned damages. The Tenants may remain in the premises after the expiration of the lease ONLY with the prior permission of the Landlord.
25. If at the beginning of the lease the Landlord is unable to provide Tenant the apartment and or bedroom referenced on the lease for any reason, Landlord may place Tenant in another apartment or bedroom until such time Landlord is able to provide Tenant the unit and bedroom referenced on the lease.
26. Any property left in the apartment after the termination of this Agreement will be considered the Landlord's property. The Landlord may choose to dispose of the property.
27. Diamond Green is a NON-SMOKING building, within the Apartments (residential and commercial), the decks, and the common space and within 20' of the main entrance to the building.
28. The following furniture is included with the Apartment: Bed Frame-\$180, Mattress-\$270, Desk-\$340, Desk Chair-\$190, Drawers-\$400, Sofa-\$850, Chair-\$510, Coffee Table-\$140, Flat-Screen TV-\$500, WIFI Booster-\$50, Window Blinds-\$50. Any damage or destruction to these items will be the responsibility of the tenants and charged to the Tenant in the amount indicated after each item.
29. Any violations to these rules and regulations may lead to a fine being levied against the Tenant(s). First offense - \$100, second offense - \$250, third offense - \$500. The schedule of these fines may be accelerated or increased based on the severity of the violation.
30. If one or more of the provisions of this lease are determined to be invalid, the remainder of this lease will remain in effect.

I HEREBY ACKNOWLEDGE AND UNDERSTAND ALL OF THE RULES AND REGULATIONS AS PART OF THIS LEASE. THIS LEASE AND RULES AND REGULATIONS ARE THE FINAL AND COMPLETE AGREEMENT BETWEEN THE LANDLORD AND THE TENANT. NEITHER THE LANDLORD NOR THE TENANT WILL RELY ON ANY SPOKEN OR WRITTEN PROMISE, MADE BY ANY PARTY THAT IS NOT WRITTEN IN THIS LEASE.

TENANT

UNIT / BEDROOM

DATE

CO-SIGNOR

DATE