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PART 1: GENERAL DEFINITION OF RESPONSIBILITIES

Kier Property Management will reasonably accommodate persons with a disability in fulfilling the requirements of any section of the House Rules by referring them to agencies and/or out-reach programs that can assist persons with disabilities.

1. Tenants and guests are not permitted behind the front desk area.

2. Maintaining and cleanliness of his/her assigned room is the responsibility of the tenant. Maintaining and cleanliness of the adjoining hallways, elevator, common bathroom and shower areas, community room and kitchen area as well as the computer center and basement storage area is a joint responsibility of the Tenant and Site Staff. The Tenant is obligated to take care of, and to prevent damage to, his/her room and the building.

3. Tenants are required to report all needed repairs to the Site Manager. Repair of damages to the property (i.e. hallways, elevator, common bathroom and shower areas, community room and kitchen area as well as the computer center and basement storage area, etc.), not directly attributed to normal wear and tear, as determined by the Site Manager, will be charged to the tenant based on actual time and materials for the repair of damages occurring through negligence or carelessness of the Tenant and/or their guests (invited or uninvited). Repeated intentional damage to the apartment, common areas or building will be grounds for termination.

4. The individual Tenant will be responsible for the immediate clean-up of any spill or litter in common areas, such as laundry rooms or laundry areas, community rooms and kitchens, common bathrooms and shower areas, computer center, basement storage area, trash collection enclosures, sidewalks, etc. that is caused by them, their household or guests (invited or uninvited). Cleaning products are available upon request from Site Management.

5. The Tenant is responsible for keeping his/her assigned room and hallway clean and free of debris, and to cooperate with the Site Staff to the fullest extent on the handling and disposal of trash and other waste material.

6. The Tenant agrees:
   A. All tenants and their guests, invited or uninvited, will conduct themselves in a civil manner. No fighting, name calling, gestures, abusive or obscene language, etc., will be tolerated between tenants or directed at or toward Management.
   B. Appropriate clothing is required at all times in common areas. Pants, shirt and shoes are to be worn at all times by all tenants and guests while in the common areas. Slippers and bathrobes are acceptable attire when traveling to and from common area bathrooms.
   C. To give a thirty (30) day written notice of termination of Lease (unless tenant is unable to do so for reasons beyond his/her control) or forfeit the remainder of the security deposit less any damages, unpaid rent, NSF or late fees, and unreturned keys.
   D. To make every effort to be in attendance at the scheduled exit inspection of the unit. Management strongly encourages the Tenant to be present at the exit inspection to discuss any charges.
   E. To leave his/her room and the adjoining areas in the same condition as when the room was received.
   F. To surrender all keys issued at time of or during occupancy to the Site Manager or his/her representative at the time of vacating. The unit is not officially vacated until all keys have been surrendered. Rent and holdover fees (if applicable) will be charged until all keys have been received or management discovers a vacant unit.

7. Restrictions or Alterations: Tenant agrees not to do any of the following without first obtaining the Landlord's written permission:
   A. Change or remove any part of the appliances, fixtures, or equipment in the unit.
   B. Paint or install wallpaper or contact paper in the unit.
   C. Install any type of additional air conditioning systems in the unit (i.e. window a/c, swamp/evaporative coolers, etc.)
D. Install any type of additional heating systems in the unit. (i.e. Gas, oil, propane or electric space heaters).
E. Attach awnings or window guards in the unit.
F. Attach or place any fixtures, signs, or fences on building(s), common areas, or community grounds.
G. Attach shelves or other permanent improvements in the unit.
H. Place any aerial antennas (satellite dishes) or other electrical connections on/in the unit or building.

8. KPM has a NO PET policy. Exceptions are apartment community specific. Pet Visiting/Sitting is prohibited at all properties. Assistance Animals are acceptable and are not considered pets and are not subject to any prohibition or fee.

9. Prior to the start-up of any incidental business written notice must be submitted to management describing the type of business, anticipated business hours, etc. If you choose to conduct incidental business you must comply with the following:
   A. Incidental Business may not disturb the right of comfort and peaceful enjoyment of surrounding neighbors/apartments;
      i. May not increase traffic to the property (both foot and motor vehicle);
      ii. May not increase the use of parking; use of tenant parking is prohibited and guest parking is limited;
      iii. May not extend into established quiet hours of the property Tenants may not post/install any signs in apartment windows on buildings or grounds related to incidental business; and,
      iv. May not result in alteration or damage to the property or use of common areas at the exclusion of tenants.
   B. Incidental Business must comply with all city zoning and business licensing requirements.
   C. Income as a result of incidental business is required to be reported immediately as provided in Section 16 a-3 of the Lease Agreement.

10. Violence Against Women’s Act: All tenants residing in the apartment community are covered by the Violence Against Women’s and Justice Department Reauthorization Act (Act). Each adult household member must sign the VAWA addendum at move-in and annually at recertification. This addendum amends the lease to include the provisions and protections of the Act. All documentation relating to an individual’s domestic violence, dating violence, stalking or sexual assault, with the exception of the VAWA addendum, will be maintained in a separate file that is kept in a separate secure location from the other tenant files to maintain confidentiality. In addition to the addendum, tenants will receive a copy of HUD’s Notice of Occupancy Rights and HUD’s Certification of Domestic Violence at move-in, annual recertification, termination of subsidy and termination of housing.

11. Termination will occur as set forth in the Lease Agreement and may be caused by, but not limited to any of the following:
   A. Failure to pay Tenant portion of rent.
   B. Repeated delinquent payment of rent.
   C. Violation of terms set forth in Lease Agreement.
   D. Violation of House Rules.
   E. Any acts constituting a nuisance, criminal, or illegal activity.

Four (4) Lease violations or less in a twelve (12) month period may result in Lease termination. Notice will be served in compliance with Federal, State and local laws.

12. Certifications and Re-Certifications: For Tenants residing in properties governed by the SRO/Tax Credit Programs please note:
   A. If any of the following changes occur, Tenant agrees to advise landlord immediately (but no later than 10 (ten) calendar days).
      i. Any changes to household composition.
      ii. Any tenant who reported as unemployed on the most recent certification or re-certification obtains employment.
      iii. The household’s income cumulatively increases by $200 or more a month;

   B. Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant’s rent. Unless the landlord has confirmation that the decrease in income or change in other factors will last less than 30 calendar days, the landlord will verify the information and make the appropriate rent reduction. However, if the Tenant’s income will be partially or fully restored within two
months, the landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. Tenant has thirty (30) calendar days after receiving written notice of any rent due, for the above described time period, to pay or the landlord can evict for nonpayment of rent.

C. Notification (all notification must ultimately be reduced to writing. Accommodation will be made for persons who need assistance with this requirement) of these interim changes must be received by the landlord. Failure to do so will result in the landlord increasing the **Tenant’s rent to the HUD-approved market rent**. Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks, and instructions on the administration of multifamily subsidy programs.

D. Tenant may request to meet with the landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the landlord agrees to meet with the Tenant and explain how the Tenant’s rent or assistance payment, if any, was computed.
PART 2: SAFETY RULES

1. Do not store poisons or medicines where children can reach or have access to them.

2. Before leaving the unit, always ensure that all water faucets, appliances are turned off, all smoldering cigarette and/or cigar butts and candles have been extinguished.

3. Never overload electrical circuits. Do not use multiple electrical connections. Use only one electrical appliance per UL approved extension cord.

4. Report all hazardous wiring or broken outlets and switches to the Site Manager.

5. **Do not run wires/cables across traffic areas (i.e. doorways, hallways etc.).**

6. No items such as toys, bicycles or strollers are to be stored in the hallways, stairwells, or foyers.

7. Report all loose floor tile and carpet to the Site Manager immediately.

8. If the smell of gas is present in the unit or in any surrounding areas, evacuate immediately and report alleged smell/leak immediately to the Site Manager.

9. Weapons of any kind, including firearms, knives, air rifles, B-B guns, pellet guns, paint ball guns, bow and arrows, fireworks or sling shots, etc. in common areas are prohibited. Occupational firearms required for Active Duty Police Officers and Military personnel residing at the property are accepted.

10. Storage of any gas motorized vehicle or parts in the unit or storage area is prohibited.

11. Storage of kerosene, gasoline, butane or other bottled gases, or other flammable or explosive agents is prohibited on the premises.

12. Promptly report to the Site Manager any defective items requiring minor repairs or replacement (i.e., loose stair railings, balusters, stair treads, etc.)

13. Apartment community owner’s insurance only covers the building structure and **WILL NOT cover** any tenants personal property, vehicles or belongings. Neither KPM nor the property will be responsible for any damage or loss to personal property, vehicles or belongings in the unit, storage or common areas. **Therefore, Kier Property Management strongly recommends Tenants obtain a Renter’s Insurance policy.**

14. Child Safety Devices designed for door knobs are prohibited on all entry doors and on the room/closet side of interior doors. Child Safety Devices designed for cabinet doors and drawers must be installed properly. Any damage caused by installation/removal of child safety devices will be a tenant charge based on time and material used (actual cost).

15. Fire and emergency exits are for emergency use only. Exits will not be used for regular entering and leaving, and Tenant agrees not to prop any emergency exits open at any time.

16. Any blockage of any entrance or exit of any doorway, or blockage of any window in units or common areas is prohibited. Windows are not to be used for regular entrance or exit.

17. Do not dispose of chemicals or hazardous materials in the dumpsters or dump grease and/or oil down any drains or storm drains.
PART 3: FIRE PREVENTION

1. Inspect the unit and storage areas frequently and thoroughly for oily rags, paper and other combustible trash. Eliminate all fire hazards when found or detected.

2. Tenant should be familiar and instruct all guests about what to do in case of a fire. Be sure all persons understand what procedures to follow in case of an emergency, as well as being aware of exit routes from the unit and building.

3. Please dispose of ashes in the proper receptacles. Never empty contents of freshly used ash trays into waste baskets or dumpsters.

4. NEVER smoke in bed.

5. **When oxygen is being utilized in an apartment, smoking is STRICTLY prohibited in the apartment.**

6. Lighters and/or matches should be used only by adults and with caution.

7. Do not leave burning candles/incense unattended.

8. Do not clean clothing or equipment in the unit or building with gasoline or other flammable liquids.

9. Portable element electric burners are considered a hazard and are prohibited anywhere on the property.

10. Fire extinguishers are located throughout the building/property. Upon occupancy, please contact the Site Manager for specific locations. **Dismantling or damaging fire extinguishers and boxes is prohibited and may be grounds for termination of Lease.**

   Personal Fire Extinguishers must be annually inspected by a licensed vendor and tagged the same as required for the property. This will be at the expense of the tenant.

11. **SMOKE AND/OR CO DETECTOR:** The Unit is equipped with one or more smoke/CO detectors; please verify the smoke/CO detector is in place and in good working condition at move in. If the Smoke/CO Detector alarm sounds, evacuate the unit/building immediately and report immediately to the Site Manager.

   A. **Damaging, dismantling smoke/CO detector(s), removing batteries, or otherwise causing them to be dysfunctional by the tenant, a member of the tenants household, or tenants guests, whether invited or uninvited, will result in lease violation and may be grounds for housing termination.**

   B. Tenant agrees to reimburse Management, upon request, for the cost of a new smoke/CO detector and the installation thereof, in the event the existing smoke/CO detector(s) is missing from the apartment or becomes damaged.

   C. It is strongly recommended that tenants test the smoke/CO detector(s) and tenant agrees that it is their duty to notify Management immediately of any problem, defect, malfunction or failure of the smoke/CO detector(s).

   D. If at any time the smoke/CO battery is found missing by management, it will be replaced at a charge to the tenant of time plus materials (actual cost).

   E. **Disclaimer:**

      i. Tenants acknowledge and agree that Management is not the operator, manufacturer, distributor, retailer or supplier of the smoke/CO detector(s); and tenant assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke/CO detector(s), regardless of whether such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke/CO detector(s).
ii. No representation, warranties, undertakings or promises, whether verbal or implied, or otherwise, have been made by Management, its Agents or employee’s to the tenant regarding said smoke/CO detector(s) , or the alleged performance of the same. Management neither makes nor adopts any warranty of any nature regarding said smoke/CO detector(s) and expressly disclaims all warranties of fitness for a particular purpose of habitability, or any and all other expressed or implied warranties. Management shall not be liable for damages or losses to person or property caused by:

- Tenants failure to regularly test the smoke/CO detector(s);
- Tenants failure to notify Management of any problem, defect, malfunction, or failure of the smoke/CO detector(s);
- Theft of the smoke/CO detector(s) or it’s serviceable battery, and/or
- False alarms produced by the smoke/CO detector(s).

12. Comply with all local fire codes. Open flames are not permitted on the property. Any barbeques, portable fire pits (propane, gas, electric or briquette) and hibachis are prohibited at the property.

13. The fire code does not allow storage of any propane inside unit or building; therefore, any propane storage is prohibited at the property.

14. Do not block windows and doors with furniture, pictures, plants, clothing, etc.

**NOTE:**

**IMMEDIATELY REPORT ANY FIRE DIRECTLY TO THE FIRE DEPARTMENT AT 911.** State your address, building number, apartment number, and your name. Immediately after contacting 911, contact your Site Manager/Site Staff.
PART 4: CRIMINAL ACTIVITY

A Tenant may have housing terminated for any of the following reasons, including but not limited to:

1. Known violations of any local government ordinance related to multifamily rentals within said local governments jurisdiction. KPM will follow the most restrictive requirements.
2. Any drug related criminal activity engaged in, on, or near the premises, by any Tenant, household, or guest (invited or uninvited):
   A. Determination made by the Landlord that a household is illegally using a drug.
   B. Determination made by the Landlord that a pattern of illegal or abuse of a drug whether illegal or legal, interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.
   C. A household in which any family member is currently engaging in the manufacturing or distribution of illegal drugs.
   D. Solicitation, offering and/or accepting prescription medications is prohibited.
   E. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or any drug-related criminal activity on or near such premises, engaged in by Tenant, or any guest or other person, invited or uninvited, shall be cause for termination of tenancy.
3. Any known criminal activity by a Tenant, or guest, invited or uninvited, which involves the following:
   A. The use, manufacturing, or distribution of any illegal or controlled substance.
   B. The use or possession of a fire arm or any weapon.
   C. Prostitution.
   D. Aggravated assault.
   E. Sex offense.
4. Criminal activity or acts by a Tenant, or guest, invited or uninvited:
   A. That threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants (including project management staff residing on the premises); or
   B. That threatens the health, safety, or right to peaceful enjoyment of their residences or persons residing in the immediate vicinity of the premises.
   C. Harboring criminal fugitives or any runaway is considered criminal activity.
5. Failing to respect the property or rights of others, including those of Management or owners.
6. Consumption/use of alcohol and/or any tobacco products, including vapors, by minors is considered criminal activity.
7. Reasonable cause to believe that a household member's behavior from abuse or pattern of abuse of alcohol may interfere with the health, safety, and right to peaceful enjoyment by other Tenants. (Must be based on behavior, not the condition of alcoholism or alcohol abuse.)
PART 5: RENT COLLECTION / TENANT CHARGES

Rent Collection:

Rents are due and payable on the 1st (first) day of each month and are delinquent after the 5th (fifth) day of the month. Rent payment will be accepted by personal check, money order, or cashier’s check. On the 6th (sixth) day of each month late fees will begin to accrue and Notices to Pay or Quit will be issued to ALL outstanding rents. Upon expiration of Pay or Quit Notices, Tenant will be in Unlawful Detainer status. All applicable legal fees will be charged and required documents will be forwarded to legal counsel to pursue eviction for non-payment of rent. Tenant agrees to pay rent promptly when due. Non-payment of tenant’s portion of rent constitutes a material non-compliance of the lease regardless of whether the assisted portion has been paid or not.

Late Payments and Returned Checks:

If the tenant does not pay the full amount of the rent as stated in the lease agreement and/or its attachments by the end of the fifth (5th) day of the month, the landlord may collect a late fee of $5.00 (Five) on the sixth (6th) day of the month. Thereafter, the Landlord may collect $1.00 (One) for each additional day the rent remains unpaid during the month it is due. Landlord may also collect actual charges when a check is not honored for payment (non-sufficient funds). Please refer to Lease Agreement, Page 2, Paragraph 5.

Collection of Tenant Charges:

Costs of all repairs are due in full within 30 (thirty) days after receipt of the Landlord’s demand for the repair charges. If mitigating circumstances are such that a Tenant is unable to pay in full, the Site Manager will be authorized to execute on behalf of the apartment community, a payment agreement dictating the terms for repayment of charges on a monthly basis, until the balance is paid in full. Pre-authorized payment agreements shall not exceed 3 (three) months’ time. In the event payment agreements are executed and not honored by the Tenant, remaining balance will be due and payable in full on demand.

Delinquent balances owed by Tenants which shall include but not be limited to, all late fees, Tenant charges (including damages), legal fees, rents due to non-reported income, etc., will be filed with small claims court. Delinquent balances will be those amounts that are not paid in full within 30 (thirty) days and payment agreement amounts that are not kept current on a monthly basis. Where judgments for Tenant charges, legal fees and rent due to non-reported income are received through the court system, and no monies are received from the Tenant, Lease termination is to be pursued immediately for material non-compliance of the Lease Agreement. Late Fees will be filed with small claims separately and will only be pursued within the parameters of the judgment. KPM will petition the courts for monetary judgments only.

In cases of non-reported income, where tenant has neglected to inform management of a change in household income, re-payment agreements will be limited to one (1) time during occupancy.

If legal action is taken by either party to enforce the lease agreement and/or its attachments, the prevailing party shall be entitled to all actual costs incurred in connection with such action, including actual attorney’s fees, court costs and other related actual collection costs.

ALL Lease terminations are approved by Regional Property Managers.
PART 6: GRIEVANCE PROCEDURE

Tenant Grievance Procedure:

Any Tenant wishing to express concerns or questions with any Kier Property Management (KPM) policy and/or procedure as well as any program requirements administered at the apartment community may submit those grievances/questions to the Site Manager in the rental office at the apartment community. All grievances conveyed to Management must be reduced to writing. The Tenant, their representative or other person(s) identified by the Tenant may fulfill this requirement. Accommodation will be made for persons who need assistance with this requirement. The Site Manager will be required to respond to all written grievances within ten (10) working days, a copy of which will be forwarded to their immediate Supervisor.

If the Tenant is not satisfied with the resolution by the Site Manager, the Tenant may then contact the Site Manager’s immediate Supervisor. The Supervisor may request additional information, which again will be required in writing (accommodation will be made for persons who need assistance with this requirement) as well as a meeting in which all parties will be required to be present. After a review of all information concerning the grievance, as well as any meetings requested by the Supervisor, a resolution will be decided upon. Results of this decision will be forwarded to the Tenant as well as the Site Manager, in writing and within 30 days from the date the last requested information is received or meeting is held.

If the Tenant is still not satisfied, he/she may then contact the Regional Property Manager of the apartment community on which they reside. The same procedures will apply as with the immediate Supervisor.

If there is still no satisfactory resolution, the aggrieved Tenant may then contact the Chief Operations Officer (COO). He/she will review all of the pertinent documentation including correspondence and meeting minutes previously held and come to a decision based on those facts. He/she may or may not require additional written information or meetings. If the COO concurs with the previous decision, no written response will be required to be forwarded, but notification will be made to the aggrieved Tenant by the COO or his/her Administrative Assistant. This will be the final decision by Kier Property Management.

If at any time a Tenant is not satisfied, he/she may elect to contact the Department of Housing and Urban Development (HUD) directly.

Should the grievance submitted involve a termination of Lease and/or rental assistance, or a collection issue, all attempts to collect or continue with such actions will be stayed until such time as a resolution is finalized by Management.

Kier Property Management strictly prohibits any acts of retaliation or repercussion directed toward any Tenant, particularly with regard to any grievance or concerns expressed by said Tenant.
PART 7: Conduct of Household Members and Guests

1. Tenants are responsible for the proper conduct and safety of all household members and their guests as well as ensuring respect to neighbor's rights to privacy on the premises. Tenants and/or guests are not permitted to loiter in the street, parking areas, or on sidewalks, laundry areas, in common hallways, bathrooms, kitchen, storage areas, computer center, attics, roofs, crawl spaces or elevators. Access to attics, roofs and crawl spaces by tenants is prohibited.

2. Please do not leave bicycles, tricycles, skates, skateboards, scooters, etc. or toys on stairways, hallways, lobby, or sidewalks. Bicycle parking is provided for both tenants and guests in the basement area. All bicycles must be carried throughout all common areas. Bicycles may only be brought into the building and taken out of the building through the south lobby door (25th Street).

3. Having or storing any type of bicycle parts or motorized vehicle parts in the unit is prohibited. Storage cages for tenant bicycles parts are provided in the basement of the building.

4. Skateboarding/grinding or building/storing ramps on any sidewalks, curbs, or in common areas is prohibited.

5. Gas or electric powered riding toys such as motor bikes, pocket bikes, cars, scooters, etc., are prohibited.

6. Do not eat, drink or sleep in the lobby, common areas, hallways, elevators, or stairways.

7. Be considerate of neighbors, particularly those who reside on the first floor. Do not make disturbing noises in or about the building. Ensure that noise is curtailed after 10:00 p.m.

8. Writing on or otherwise damaging doors, interior and exterior walls, of laundry rooms or laundry areas, window sills, in common hallways, bathrooms, kitchen, storage areas, computer center, elevators or sidewalks is prohibited. Tenant household will be responsible for clean-up and/or damage/replacement cost.

13. Damage and/or vandalism to window screens, window glass, lights, plants, trees, A/C equipment, utility boxes/meters, and other structures will be repaired and shall be charged to the Tenant. Repeated intentional damage to the apartment, common areas or building will result in lease violation and will be grounds for termination.

9. Portable pools of any kind are prohibited.
PART 8: GUEST / VISITOR / UNAUTHORIZED OCCUPANT POLICY

Number of Guests/Visitors: Only persons authorized by Site Management will be allowed entry into the building. A maximum of two (2) visitors per tenant will be permitted. Tenants allowing persons other than those authorized by management into the building may receive lease violations. Tenants are entirely responsible for the actions of their guests, which includes following all house rules, both in the unit and common areas of the building whether invited or uninvited. Drunkenness in common areas will not be tolerated. All visitors must sign in with management and deposit an original valid State or Federal picture I.D. This identification will be retained by site staff during the duration of the visit and returned upon guest/visitor exiting the building. All visitors must leave the building by 10:00 p.m. All visitors in the building after 10:00 p.m. will be asked to vacate the premises. Guests are permitted to use the restroom facilities. Showers and laundry facilities are for Tenant use only.

Proof Required: If Management has reasonable suspicion to suspect that a Tenant is housing an unauthorized guest(s), the Tenant has the burden to prove to Management that the individual(s) in question has permanent residence elsewhere. If a Tenant does not provide acceptable proof within ten (10) calendar days from the date of Management’s request, Management will lease violate the Tenant for material noncompliance and tenancy may be terminated if repeated violations occur.

Acceptable proof of residency consists of originals of any two (2) of the following:

1. Valid Lease with valid rent receipts for the previous three (3) months.
2. Copy of utility bills (electric, gas, phone, cable) for the previous three (3) months showing the person’s name and address.
3. 3 most current months bank statements showing name and address.
4. 3 most current paycheck stub showing name and address.
5. Copy of mortgage coupon showing name and address.
6. Deed to a house, if owned, showing name and address.

Unacceptable Proof of residency:

1. Driver’s license.
2. Phone book listing.
3. Tax forms.
4. Other items which do not have a current address.
5. Letter from household member, friend, relative, employer, etc.
PART 9: MISCELLANEOUS

1. **Conservation of Utilities:** The Tenant is responsible for conserving their utilities. Use only what is needed to operate the household comfortably. Turn off unnecessary lights, range burners, appliances, and water faucets. Do not waste water or heat/cool apartments with windows and doors opened. **Immediately report all water and gas leaks to the Site Manager.** On properties where utilities are individually metered and utilities are included in the rent, management will average on a monthly basis by bedroom size, the cost of the utility. Households, whose utility billings exceed the monthly average, will receive an excess utility consumption notice.

2. **Damages:** Per the HUD Model Lease, Paragraph 11, Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant is responsible for any damages which may occur to the apartment, the apartment community buildings, equipment, elevators or other common areas, (i.e., windows, screens, doors, water, etc...). Repeated intentional damage to the unit, common areas or building will be grounds for termination.

3. **Deposit:** A deposit is required of each Tenant at the time of initial occupancy to meet the terms of the Lease Agreement. This deposit must be paid in full at the time of occupancy. At move-out the Tenant is subject to additional charges over the amount of the deposit being held. During occupancy, the deposit is not to be used for current cost of repairs due to negligence of the Tenant or delinquent rent. Tenant charges during occupancy are expected to be paid within thirty (30) calendar days. Deposits will **NOT** be considered as part of the last month’s rent and rent must be paid in full for the last month of occupancy.

4. **Guests and Entertainment:**
   A. Gatherings or other activities by Tenant, Tenants household and/or guest must not disturb the right of comfort and quiet enjoyment of neighbors. Social gatherings of Tenants and their guests are welcome and encouraged in the community room, provided the gatherings do not become boisterous, obscene, or generally objectionable to the other Tenants. Please be aware there is no parking available. Public drunkenness will not be tolerated. Tenants are entirely responsible for the conduct of their guests in the unit and all common areas. Tenants/guests should do nothing in or about the building that interferes with the rights, comforts, or convenience of other Tenants. Infractions that are witnessed by management or local law enforcement will be subject to lease violation.
   B. Stereos, radios, and televisions must be kept at minimum levels so as not to disturb neighbors.
   C. Common Area TV's are for the use and enjoyment of all tenants. Please be considerate. Common area TV operation will not commence prior to 7:00 a.m. and will cease at 10:00 p.m.

5. **Hours of Quietness:** Tenants will observe the hours of quietness at the property between 10:00 p.m. and 7:00 a.m. and will be required to observe all state and local curfew laws and ordinances. All common areas are closed during hours of quietness, except when posted otherwise. Televisions and stereos must be turned down so as not to be heard in common hallways or adjoining units.

6. **Mail:**
   A. When moving in or out, furnish a change of address card to the Post Office with your new address.
   B. All correspondence should include your unit number in the address.
   C. Please be aware that damaging mail receptacles in any way is a federal offense and will result in lease violation and/or termination of your lease.
   D. Make arrangements during any prolonged absences for mail to be held at the post office until your return.
   E. **Management will not be responsible for any mail, including parcel packages.**
5. **Trash/Garbage Removal:** Trash/garbage must be taken and deposited in the dumpster/trash chute provided. Accumulating trash/garbage inside of the unit or leaving trash/garbage outside of unit is prohibited. Please do not place any personal trash/garbage in common area garbage receptacles (i.e. laundry, restroom, etc.). Please also do not place personal trash/garbage in/on the janitorial (cleaning) cart, nor remove any janitorial supplies.
   A. Tenants are responsible for the removal of their own personal trash/garbage.
   B. Place all personal trash in plastic garbage bags before putting in dumpsters.
   C. Flatten or tear apart all boxes or cartons before placing in garbage receptacles or dumpsters.
   D. Please help to maintain these areas litter free for the health, appearance, and benefit of the entire property.
   E. Garbage receptacles located in common areas will not be used for disposal of personal property (i.e., mattresses, furniture, batteries, hazardous waste, etc.).
   F. City garbage receptacles located along 25th Street and also Lincoln Avenue are not to be used for personal trash.
   G. Dumpster diving/digging is prohibited.
   H. Personal garbage cans/dumpsters are prohibited in any common area of the property.

6. **Window coverings** are standard with every unit in the building. Alterations and substitutions are prohibited (i.e., sheets, foil, cardboard, etc.).

7. **Assistance Animals:** An Assistance Animal is an Animal necessary to afford a person with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas. The type of Animal must be in accordance with all established State and local laws. A disability does not automatically entitle a person to an assistance animal. There must be a relationship (nexus) between the person’s disability and his or her need for the animal. The need for Assistance Animals must be verified by Management. The Tenant, their representative or other person(s) identified by the Tenant must reduce all requests to writing. Accommodation will be made for persons who need assistance with this requirement. Upon verification of the need of the Assistance Animal, Management will provide a written Assistance Animal Agreement and Rules of which the Tenant will be required to sign and comply.

8. **Yard Sales:** Individual yard sales are prohibited. Properties may allow one (1) community-wide garage sale per year.

9. **Alcohol:** The consumption of alcohol on the grounds or in the common areas of this property is strictly prohibited. Consumption of alcohol by minors is considered illegal/criminal activity.

13. **Smoking:**
   A. Smoking (including any form of e-cigarette) is prohibited in the lobby, hallways, elevators, stairways, common areas, etc. Smokers are asked to be courteous of their neighbors.
   B. **Tobacco products** shall NOT be disposed of in hallways, breezeways, common areas, etc. (i.e., cigarette/cigar butts, chewing tobacco, pipe tobacco, etc.)
   C. Use of any tobacco products by minors is considered illegal/criminal activity.

**Second Hand Smoke:** Any person or persons who will reside at the property are hereby notified that smoking is allowed in units. Tobacco smoke from any unit may drift into the unit where you reside. Therefore, renter/lessee acknowledges they have been informed that tobacco smoke may drift into the unit he/she is renting/leasing. Tenant also personally accepts responsibility for all household members and guests, invited or uninvited.
PART 10: REQUEST FOR MAINTENANCE / MINOR REPAIR SERVICE

General Maintenance:

1. The Tenant, their representative or other person(s) identified by the Tenant must reduce all routine maintenance requests to writing. Accommodation will be made for persons who need assistance with this requirement. Tenant agrees that his/her request for repairs in writing constitutes notice and consent to enter the apartment during reasonable hours for repairs as requested, even though the Tenant may not be personally present. Service appointments will not be made.

2. Any emergency type maintenance should be phoned in or delivered in person to the Site Manager/Site Staff. If the Site Manager/Site Staff cannot be reached during an emergency situation, tenants may call the Kier Property Management office at:

   (801) 621-3390 in Ogden, TTY (800) 346-4128, or Toll Free (877) 547-7648 [877- KIERMGT],
   or call the number posted at the apartment community office and/or laundry room.

3. Tenants are responsible for damages as a result of carelessness, misuse or neglect on the part of the tenant, household member, or visitor (invited or uninvited).

After Hours Maintenance Emergencies:

1. After hours maintenance emergencies are defined as any request for management to respond to a maintenance issue after normal business hours.

2. After hours maintenance emergency numbers are to be used ONLY in a maintenance emergency situation when the Site Manager cannot be contacted.

3. All after hour’s maintenance emergency service requests caused by tenant neglect or carelessness, will be charged to the tenant at an overtime rate and materials charge (actual costs).

Lock Outs:

Lock Outs are a Tenant's responsibility. All Tenants are strongly encouraged to give a spare key to a neighbor, friend or relative whom they can contact in case of a lock-out or Tenant may elect to call a lock smith at their expense. During normal business hours the Tenant may contact the Site Management Office and purchase an additional key to their apartment.

After Hours Lock-outs are NOT considered a maintenance emergency. Kier Property Management and Real Estate LLC will NOT respond to lock-outs after normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), except for a health or safety emergency. For these exceptions Kier Property Management will provide this service at the request and expense of the Tenant at an overtime rate and materials charge (actual cost).

DIAL 9-1-1 FOR LIFE THREATENING SITUATIONS
PART 11: APPLIANCES/EQUIPMENT OPERATION AND CARE

Appliances/Equipment may include common area washing machines and dryers, dishwasher, range, microwave, and bathroom/kitchen exhaust fans, as well as microwaves, refrigerators, heating/cooling PTAC Units, etc. in individual units. All furnished appliances/equipment will remain in the area in which it is located, no substitutions will be made. Tenants are responsible for proper operation and cleaning of appliances/equipment. All breakdowns should be reported to the Site Manager/Site Staff. Tenants shall not remove any appliances/equipment from their installed locations. Repairs or replacement of furnished appliances/equipment that are abused due to improper usage, cleaning, etc., will be at the expense of the Tenant. Tenants should become familiar with the following additional instructions:

Unit Appliance/Equipment Operation and Care:

1. **Refrigerator:** Refrigerators give trouble free service if a few simple instructions are followed. Clean the refrigerator regularly using a mild detergent or baking soda and water. Excessive ice build-up prevents proper operation of the unit. Defrost regularly. **NEVER USE A KNIFE OR SHARP INSTRUMENT TO REMOVE ICE FROM THE FREEZING COMPARTMENT.** If damage should occur from improper use, Tenant will be held responsible. Keep the thermostat set at desired temperature, do not change frequently. Keep the area behind the refrigerator free of rags, papers, mops, dust, etc., to allow proper air circulation around coils. Do not keep refrigerator doors open unnecessarily. Clean drip pans under refrigerator often to avoid bad odor.

2. **Microwaves:** Wipe out after each use. Do not use metal objects in the microwave. Use only microwave safe containers and manufacturer suggested cooking times for all items.

3. **Heating/Cooling:** PTAC Units provide both heating and cooling. For proper operation, an 8" clearance is required between the unit and furniture or other objects.

4. **Portable appliances** such as hot plates, electric skillets, freezers, additional refrigerators, dishwashers, washers, dryers, etc., are prohibited.

Common Areas: Appropriate clothing is required at all time in common areas. Pants, shirts and shoes are to be worn at all times by all tenants and guests while in the common areas. Slippers and bathrobes are acceptable attire when traveling to and from common area bathrooms.

Common Areas Equipment Operations and Care:

1. **Lobby:** The lobby is for the use and enjoyment of Sean Herrick Apartment tenants and invited guests.
   A. Please be respectful when using furnishings. One person per chair. Please do not sit on the arms of furnishings, or sit on furnishings with sharp objects in pockets.
   B. Please do not move or remove any furnishings from the lobby area
   C. Please do not rest feet on any furnishings
   D. TV's are provided in the Lobby for Tenant use and enjoyment. Any abuse will result in tenant charges and the removal of all TV's.
   E. Please refrain from manually adjusting channels, volume and settings on both the TV and cable box. Contact Management for assistance.
   F. In the event any fighting, name calling, or aggressive behavior occurs as a result of TV use, Management reserves the right to suspend TV use and lease violations may be issued.
   G. Please no food or drink in the lobby area
   H. Sleeping in the lobby is prohibited

2. **Computer Center Equipment/Hardware:**
   All tenants requesting to use the computer center must sign in with Management daily. All tenants must sign and abide by the Tenant-User Computer Use Agreement prior to gaining access to the computer center. Maximum use will be limited to one (1) hour per tenant, per day, on a first-come, first-serve basis. However, time may be extended if there is no other demand. Hours of Operation are 8:00 a.m. to 9:00 p.m.
   A. **General Use of Computer Center:**
      i. Computer Center is for Sean Herrick Tenants and Staff only
      ii. Refer to Tenant-User Computer Use Agreement.
ii. No food or drink is allowed in the Computer Center.
iii. No disruptive behavior. Keep sound level to a minimum.
iii. Please do not rearrange or remove the equipment, cables, or furnishings.
iv. Be respectful when using furnishings. One person per chair.
v. Please do not sit on the arms of furnishings, or sit on furnishings with sharp objects in pockets.
v. Please do not rest feet on any furnishings.
vi. Sleeping in the Computer Center is prohibited.
vii. No outside computers and/or equipment (i.e. laptops, towers, printers, scanners, etc.).
viii. Tenant is required to furnish own paper
ix. No illegal copying of any materials
x. Viewing of any illegal websites will be grounds for immediate termination.
xii. Use of removable media (i.e. flash drives, CD’s, cameras, SD cards, etc.) is prohibited unless supervised by Management.

3. Community Room:
The Community Room is for the enjoyment and use of the Sean Herrick Tenants only. Please be courteous and considerate of neighbors at all times.
A. Community Room is open daily from 8:00 a.m. to 10:00 p.m.; extensions may be authorized by Management.
B. Please be respectful when using furnishings. One person per chair. Please do not sit on the arms of furnishings or sit on furnishings with sharp objects in pockets.
C. Please do not move or remove any furnishings from the Community Room.
D. Please do not rest feet on any furnishings
E. No Food, Drinks, Smoking, Alcohol, or Pets are allowed in the Community Room.
F. Sleeping in the lobby is prohibited
G. Please deposit all personal trash in trash containers provided
H. TV’s are provided in the Community Room for Tenant use and enjoyment. Any abuse will result in tenant charges and the removal of all TV’s.
I. Please refrain from manually adjusting channels, volume and settings on both the TV and cable box. Contact Management for assistance.
J. In the event any fighting, name calling, or aggressive behavior occurs as a result of TV use, management reserves the right to suspend TV use and lease violations may be issued.

Common Area Appliance/Equipment:

1. Community Kitchen:
The Community Kitchen is for the use of enjoyment of Sean Herrick Tenants and Staff only. It is essential for the health of Tenants and Staff that everyone using the kitchen maintains it in a clean and sanitary condition at all times. Cleaning supplies are provided upon request. Leaving the kitchen in an unsatisfactory condition will result in loss of use of the kitchen. Community Kitchen is available for use from 8:00 a.m. to 8:00 p.m. upon request. Extensions may be authorized by management. Use of appliances will require ID to be deposited with Management. Immediately report any defective or damaged kitchen equipment to Management.
A. Cookware (pots, pans, etc.), Dishes (plates, cups, glassware, etc.), nor silverware are provided.
B. Storage of personal equipment, cookware, food (including ingredients and seasonings) is prohibited. Management will dispose of all items left in the kitchen on a daily basis.
C. Please be respectful when using furnishings. One person per chair. Please do not sit on the arms of furnishings or sit on furnishings with sharp objects in pockets.
D. Please do not move or remove any furnishings from the Community Kitchen.
E. Please do not rest feet on any furnishings.
F. Sleeping in the Community Kitchen is prohibited.
G. TV’s provided in the Community Kitchen are for Tenant use and enjoyment. Any abuse will result in tenant charges and the removal of all TV’s.
H. Please refrain from manually adjusting channels, volume and settings on both the TV and cable box. Contact Management for assistance.
I. In the event any fighting, name calling, or aggressive behavior occurs as a result of TV use, management reserves the right to suspend TV use and lease violations may be issued.
2. **Kitchen and Bathroom Exhaust Fans:**
   A. Tampering or dismantling exhaust fans is prohibited.
   B. Exhaust fans must be turned on when showers or bathtubs are in use.
   C. Exhaust fans must be turned on when range is in use.

3. **Range (Electric):**
   A. Range shall be operated in accordance with manufacturer's instructions. The primary instruction that is emphasized is to keep the range clean.
   B. Burner units require little cleaning, since they burn food particles. Chrome rings around units should be cleaned after each use. Reflector pans and the drip pan shelf should be cleaned frequently. Wipe oven after each use.
   C. **Aluminum foil of any kind on electric ranges, ovens, drip pans, and rings is prohibited.**
   D. **DO NOT** operate ranges on high settings for prolonged periods of time, as the high heat may cause grease fires and other damages.
   E. **NEVER** dispose of grease down sink drains or in toilets.
   F. **DO NOT** use oven/stove for a source of heat

4. **Refrigerator:** Refrigerator shall be operated in accordance with manufacturer's instructions.
   A. Refrigerators will give trouble free service if the instructions are followed. Clean the refrigerator regularly using a mild detergent or baking soda and water.
   B. Excessive ice build-up indicates malfunction of the appliance and must be reported to Site Management immediately. **NEVER USE A SHARP INSTRUMENT TO REMOVE ICE.** If damage should occur from improper use, Tenant will be held responsible.
   C. Keep the thermostat set at desired temperature, do not change frequently. Keep the area behind the refrigerator free of rags, papers, mops, dust, etc., to allow proper air circulation around coils.
   D. Do not keep refrigerator doors open unnecessarily.
   E. **Clean drip pans under refrigerator often to avoid bad odors.**
   F. Notify management if door gasket seal is damaged or missing

5. **Dishwasher:** Dishwasher shall be operated in accordance with manufacturer's instructions.
   A. Dishwasher is for dishes, utensils and cookware only.
   B. Dishwasher should only be used for washing dishes dirtied during meal preparation while in the community kitchen.
   C. Use only dishwasher approved soap in dishwasher. Dishwashing detergent is provided by management upon request.
   D. Rinse excess food particles before loading into dishwasher.
   E. Do not overload.

6. **Laundry Room:** Laundry room and clothes drying areas designated by Management are used at Tenants own risk. Refunds of tenant’s money lost due to malfunctioning appliances will not be refunded. Operating instructions for all appliances are posted on the wall in each laundry room. Management is not responsible for any loss or damage caused by use of the appliances. Never leave clothes unattended. Remove clothes from machines promptly. Any items of clothing remaining at the end of the day will be disposed of by Management.

Please assist in keeping these facilities litter free and clean. Laundry rooms and clothes drying areas are not to be used for storage of personal property. Laundry carts are for the transportation of laundry only. Laundry carts removed from laundry room must be returned promptly after each use. Report all abuse of facilities or equipment malfunction to Site Manager/Site Staff immediately.

7. **Washers:**
   A. Instructions on how to operate the washer machine will be located on the lid of the machine.
   B. A large number of service calls result from negligence on the part of the user. Examples of these are failure to remove damaging articles from the clothes such as sand, hair pins, pen and pencils, knives, nails, etc.
   C. Washers should not be overloaded nor should excessive soap be used.
   D. Clean after every use. Do not leave the washer dirty.
   E. Cloth diapers must be rinsed thoroughly before placing in washing machine.
   F. Clothes dye in washers is prohibited.
8. **Dryers:**
   A. Do not overload. Normally the dryer will accommodate one clothes washer load.
   B. Clean after every use. Do not leave dryer dirty.
   C. **The lint trap must be cleaned after every load.**
   D. If dryer fails to operate check to see that the door is closed tightly, lint trap is clean, and the controls are set properly. If this fails to produce satisfactory results, report condition to Site Manager.

9. **Community Bathroom:**
The Community Bathrooms are for the use of Sean Herrick Tenants only. It is essential for the health of Tenants and Staff that everyone using the Community Bathroom maintains it in a clean and sanitary condition at all times. Cleaning supplies are provided upon request.
   A. Opening of stoppages in sewer lines caused by Tenant’s neglect will be charged to the Tenant. Sinks and showers are most often stopped up by hair, hairpins, jewelry, soap particles, toothpaste covers, etc. Toilets are most often stopped up by discarded food, towels, syringes, cloth articles, balls, toys, large quantities of paper, paper cups, etc. Feminine Hygiene products must never be disposed of in a toilet.
   B. Bathroom fixtures can either be porcelain, enamel, or fiberglass finished. Check with the Site Manager/Site Staff as to which finishes are in bathrooms and the proper care requirements.
   C. Non-working shower heads, deteriorated caulking, dripping faucets, and leaking toilets should be reported immediately to the Site Manager/Site Staff for repair or replacement.
   D. Toilet paper is provided upon request.
   E. Paper hand towels are provided for hand drying use only. Do not dispose of paper hand towels in the toilet.
   F. Please report any malfunction of toilets to Site Staff immediately.
   G. Using dye (hair/clothes) in sink is prohibited. Damage caused by dye will be a Tenant charge.

**REPORT ALL APPLIANCE/EQUIPMENT FAILURE TO SITE MANAGER IMMEDIATELY.**
PART 12: UNIT MAINTENANCE AND CLEANLINESS

Maintenance and Cleanliness: Keeping units, appliances, and equipment clean is a part of proper maintenance. Tenants are responsible for the cleanliness of the unit and entrance ways.

1. Ceilings and Walls: Excessive or hard washing of painted surfaces will remove paint. Cleaning of walls should be done carefully by using a soft cloth, warm water and a mild detergent.
   A. Pictures and mirrors may be hung on interior walls providing proper care is taken to prevent damage to the walls. Broken glass in picture frames or broken mirrors are prohibited.
   B. A fine nail-type picture hanger driven into the wall is acceptable for pictures not weighing more than 25 pounds. Any picture or wall/ceiling hanging which exceeds twenty-five (25) pounds must be approved and installed by Management.
   C. Any tenant request for personal installation,patching, and/or painting to be completed by the Maintenance Department will be charged to the Tenant on a time and material basis (actual cost).

2. Locks and Doors: Tenants are not permitted to alter locks or install new locks, additional locks, door knockers, or other attachments to their doors.
   A. All requests for lock changes must be in writing or ultimately reduced to writing. The Tenant, their representative, or other person(s) identified by the individual may fulfill this requirement. Accommodation will be made for persons who need assistance with this requirement.
   B. Approved lock changes will be made consistent with the property key system. Installation will be charged to the Tenant on a time and material basis (actual cost). Tenants will be charged for any additional keys they request.

   Reversing locks on doors is a health and safety issue and is prohibited. All door and lock malfunctions should be reported immediately to the site manager.

   Damage to doors/storm doors and door frames caused by tenants or their guests, invited or uninvited (example: taping objects to door, holes, forcible entry, etc.) will be repaired by management and charged back to the tenant on a time and materials basis (actual cost). Storm doors should be kept closed as much as possible.

3. Window Coverings: The unit is furnished with window coverings. Please verify window coverings are in place at move in. Substitutions/replacements by tenants are prohibited (example: foil, foam, etc.). Decorative rods, curtains, valances, etc. may be hung on top (on the interior side) of the furnished window coverings. Damages caused by these additions will be a tenant charge on a time and material basis (actual cost).

   Blinds: Dust and clean blinds, wands, strings, valances, etc. on a weekly basis to avoid dirt build-up.

4. Counter tops and Cabinets:
   A. Do not place cigarettes’, burning objects, or chop food directly on counter tops. The purchase of a cutting board is advised.
   B. Most ordinary marks or stains can be removed by lightly rubbing with a liquid cleaner and wiping dry.
   C. Do not install anything on ceramic sink tops or counters. Drilling into or through ceramic or gluing to ceramic is prohibited.
   D. Drilling or placing screws or anything in the face of cabinets is prohibited.
   E. Installing wallpaper or adhesive shelf paper in or on cabinets or drawers is prohibited.
   F. Painting of cabinets and drawers is prohibited. Installation of paper towel racks is permissible if installed in the underneath side of overhanging cabinets.

5. Floor Coverings: Floors are to be cleaned on a regular basis. Management recommends that carpet be cleaned annually at a minimum and vacuumed regularly. Excessive use of water may cause damage. NEVER USE BLEACH or BLEACH PRODUCTS. Damaged or loose floor covering should be reported to the Site Manager immediately.
6. **Insect, parasite and rodent control:** Control of insects, parasites, and rodents is a joint responsibility of Tenant and Site Manager. Insects, parasites and rodents must have food and water to exist and multiply. Good housekeeping practices and cleanliness will eliminate their source of food and water. The Tenant is responsible to take preventive measures against insect, parasite, and rodent infestation by maintaining a clean and sanitary environment. Management should be contacted immediately when treatment by Tenant does not stop the infestation. When disposing of furniture, mattresses, etc., suspected of being infested with pests, items must be encapsulated (completely bagged and sealed) prior to removal from the premises.

To minimize risk of pest (insects, roaches, bed-bugs, etc.) infestation in buildings and apartments, Tenant agrees to the following:

A. **CLUTTER.** Tenant shall agree to keep his/her leased area in a clean and clutter-free condition at all times. No accumulation of trash or clutter will be allowed in unit.

B. **NOTIFICATION OF MANAGEMENT.** Notice of any pest infestation to Management is to be received promptly and in writing. The individual, or other person(s) identified by the individual may fulfill this requirement. Accommodation will be made for persons who need assistance with this requirement. Any visual or other evidence of live pests or dead pests must be reported immediately.

C. **ABATEMENT.** When abatement of pest infestation is required, tenant will be notified and agrees to:
   I. Follow instructions from Pest Control company providing abatement for preparation of the unit prior to service; **REFUSAL TO DO SO MAY RESULT IN LEASE TERMINATION;**
   II. Allow Pest Control Company to enter the unit to accomplish abatement; and
   III. Temporarily vacate the unit if required to allow for abatement.
   IV. KPM will accommodate for verified disabilities. Tenant/tenant representative is required to submit a request for accommodation in writing. All requests must ultimately be reduced to writing. Accommodation will be made for persons who need assistance with this requirement.

D. **RESPONSIBILITY.** Resident shall be responsible for damages sustained to the Unit due to carelessness, misuse, or neglect on the part of the tenant, household member, or visitor, or to other tenant’s person or property as a result of tenant’s failure to comply with any of the above. Additionally, any tenant who knowingly brings pest infested articles onto the property shall be in material noncompliance of the lease agreement and subject to lease termination.

E. **VIOLATION.** Failure of compliance with Part 12, #6, is considered material non-compliance of the lease and attachments and may be subject to lease violation(s), up to and including lease termination.

14. **Screens:** Window screens must be in place at all times. Damage to screens on windows is normally caused by abuse. Care must be taken to prevent punching holes through wire mesh and to ensure that screens are not pushed out of shape and loosened from their frames. Damage to screens will be repaired or replaced and charged to the Tenant on a time and material basis (actual cost). Repeated intentional damage to windows and window screens will result in lease violations and may be grounds for termination.

8. **Windows:** The tenant agrees not to install additional or different locks on any windows. The Tenant is responsible for the repair of all broken windows in leased premises, except in cases of natural disaster.
   A. Any broken glass must be reported to Management immediately.
   B. Tenants are obligated to reimburse the owner for the damages within 30 days after the tenant receives a bill from Management.
   C. Any blockage of any apartment window (i.e. furniture, electronics, storage bins, window air conditioning units, etc.) is prohibited.
   D. Windows are not to be used for regular entrance or exit.
   E. Yelling, hanging, urinating, or throwing anything out the window is prohibited.

9. **Stairways/Stairwells:** All loose hand railings and balusters and/or hazardous conditions must be reported to the site manager immediately.
PART 13: UNIT AND BICYCLE STORAGE AREA

Sean Herrick Apartments provides one (1) storage closet and one (1) bicycle stall per unit. The storage area is located in the basement of the building and accessible by elevator or stairs. Storage closet and bicycle stalls numbers will correspond to building unit numbers. Please do not wheel or ride bicycles through any common area. It will be necessary to carry bicycle to the assigned bicycle stall.

1. **Storage Closets:**
   Management will issue one (1) lock and one (1) key for each storage closet. Locks/keys not returned to management upon vacating the unit will be charged to the tenant. Changing the lock is prohibited.
   A. Storage of perishable items is prohibited.
   B. Storage of flammable/combustible materials is prohibited.
   C. Tenants are responsible to keep the assigned area clean and organized.
   D. If pest problems occur in assigned storage closets, tenant will be required to comply with Part 12 #6 of these house rules.
   E. Upon vacating unit, tenant must remove all items from storage closets. Items left in storage closet will be handled as outlined in Management’s policy regarding abandoned property.

2. **Bicycle Stalls:** Management will not provide chains or locks for individual bicycles.
   A. Storage of bicycles in your unit is prohibited
   B. Storage of multiple bicycles is prohibited (1 bicycle per stall)
   C. Storage of any type of motorized bike is prohibited

Management will not be responsible for any items stored in the storage closets or bicycle stalls.
PART 14: ELECTRICAL SYSTEM

Modification or extension of the electrical system is prohibited. Malfunction of any outlet or light switch must be reported to Site Staff immediately.

1. **Extension Cords and Outlets:** Use only UL approved cords. Never use a frayed cord. A second extension cord to reach an outlet is prohibited. If cords or other connections become worn, discontinue use immediately. No extension cords will be allowed for exterior use.

2. **Lighting:** Replacement of light bulbs and fluorescent light tubes are the Tenant’s responsibility. The light fixtures are provided as standard equipment in units and are supplied with the appropriate wattage bulbs at the time of initial occupancy. This includes appliance bulbs. The Tenant is responsible for any replacement thereafter and at the time of vacating the apartment. Please be sure to use the same type and wattage as was in place at the time of move-in to avoid damage to the fixture and optimum lightbulb life. Please contact the Site Manager with any questions.
   A. Bulbs should be no more than 60 watts. Heat from higher wattage bulbs will cause bulbs to burn out more frequently and can be a fire hazard.

3. **Common Area Outlets:** Common area interior/exterior outlets are for Management/maintenance use only.
   A. Use by Tenants is prohibited.
PART 15: AIR CONDITIONING, HEATING AND PLUMBING

Modification or alteration of the heating, cooling and plumbing system is prohibited.

1. Furnished Heating System: Keep the thermostat setting at 70 to 72 degrees (70-72°). If the room temperature is several degrees below the thermostat’s setting, the heating unit fan should turn on and a few minutes later warm air will begin to flow. If the heating unit fails to operate, notify the Site Manager/Site Staff immediately. DO NOT tamper with the heating/cooling unit, or the controls.

2. Furnished Cooling System: Do not continually adjust thermostat; it takes time for equipment to adjust to the desired room temperature. Filters will be cleaned on a regular basis by management. DO NOT OPERATE AIR CONDITIONERS BELOW 76 DEGREES (76°). If your air conditioner is not working it should be reported to Site Manager/Site Staff.

A. How PTAC Heating/Cooling System works:
   i. These types of heating/cooling units are designed to heat/cool only one room at a time, or so many square feet.
   ii. When heating the unit, this type of heating system will blow out hot air until the temperature setting has been reached.
   iii. When cooling the unit, this type of cooling system will only provide a temperature differential of 12 to 15 degrees Fahrenheit. (i.e., if it is 90 degrees outside, the maximum inside will be 78 degrees Fahrenheit.) When PTAC System is in cooling mode, make sure all windows and doors are closed. If PTAC unit should freeze, turn unit off and let it defrost. Report to Site Manager/Site Staff immediately.
   iv. Cleanliness will keep the unit in the best working condition
   v. Give the unit a break; they are not designed to run 24-7.

3. Any type of portable heating/cooling system not provided by management is prohibited.

4. Water Damage/Mold: To minimize occurrence and growth of mold in Unit and common areas, Tenant agrees to the following:

A. MOISTURE ACCUMULATION. Tenant shall remove any visible moisture accumulation in the Unit, including on walls, windows, floors, ceilings; clean up spills and thoroughly dry affected areas as soon as possible after occurrence;
   i. In common bathrooms please use exhaust fans. Wipe up any excess water on floor area after use of showers.

B. NOTIFICATION OF MANAGEMENT. Notices to Management of the following are to be received promptly and in writing. The Tenant, their representative or other person(s) identified by the individual may fulfill this requirement. Accommodation will be made for persons who need assistance with this requirement.
   i. A water leak, excessive moisture, or standing water inside the unit or common bathroom;
   ii. Mold growth in or on the unit that persists after Tenant has tried several times to remove it with household cleaning solution, such as mold/mildew removers or a combination of water and bleach.

C. RESPONSIBILITY. Tenant will be responsible for damages sustained to the unit due to carelessness, misuse, or neglect on the part of the tenant, household member, or visitor (invited or uninvited), or to other tenant’s person or property as a result of Tenant’s failure to comply with any of the above.

D. VIOLATION. Failure of compliance with Part 15, #7 of these house rules, may be considered material non-compliance of your lease and attachments thereto, and may be subject to lease violation(s) up to and including lease termination.
PART 16: TERMINATION

When you choose to terminate your lease and vacate the unit, in order to be eligible for a deposit refund, you are required to submit a 30 day written notice that you wish to vacate to management at the rental office. Accommodations will be made for persons who need assistance with this requirement. Please be aware, in the event there has been no notice, your rent has not been paid by the 5th day of the month, no one has seen you at the property, and the rental office staff has not been able to locate you through any of the sources you have listed as your emergency contacts; your apartment may be considered abandoned and your lease agreement will be terminated, even if your belongings are still in the unit.

If these sets of circumstances should occur, and KPM considers the unit to be abandoned under State and/or local law, KPM will follow all the guidelines under the law to take possession of the unit and re-rent it. These steps would include but may not be limited to: posting a “Notice of Abandonment” on your door giving you 24 hours to contact management, changing locks, removing and storing your non-perishable belongings, for which you will be billed, and beginning the re-rent process. Your belongings will not be released to you until the cost of storage has been paid in full. Belongings will only be held for the amount of time designated by State law in which the property is located. Unclaimed belongings will be donated. It is important to let the rental office know if you are going to be away for any extended period of time and also to make arrangements to have your rent paid timely every month.

TERMINATION INSPECTION

After fulfilling the 30 day written notice requirements, the following instructions will assist in preparing the unit for a move-out inspection. This inspection will not be conducted until the keys have been returned and all household items and tenant belongings have been removed from the premises (including basement storage area). Please schedule an appointment with the rental office to inspect the unit and complete the inspection report which should be signed by both the vacating tenant and a Management representative. (We strongly encourage tenants to be present at the move-out inspection). A Management representative will ESTIMATE on the inspection report, items, if any, for which vacating tenant will be charged. The unit, storage closet and bicycle stall should be left in the same condition as they were received. Move-out paperwork will be processed within thirty (30) calendar days.

Vacating the Unit:
Surrendering the unit to management in the same condition as it was received is the responsibility of the vacating household. Any costs incurred or charged to the tenant to accomplish this (i.e. additional cleaning, repair of damages, replacements due to misuse, etc.) will be done so on a time and material basis (actual cost). Kier Property Management will reasonably accommodate persons with disabilities in fulfilling the requirements of this section of the House Rules by referring them to agencies and/or out-reach programs that can assist persons with disabilities. Any vendors, agencies or out-reach program requiring payment for their services will be charged to the vacating tenant at actual cost.

1. **Personal Property will be out of the unit.** Any personal property left in the unit will be considered abandoned, and disposed of according to State and local law.

2. **Walls and Ceilings:**
   A. Remove all spots, cobwebs, and dust from ceilings.
   B. Wash walls, baseboards, and moldings to remove dirt, cooking stains, and family imposed markings.

3. **Windows and Coverings:** Tenant is responsible for cleaning windows and window sills. Window frames are to be free of dirt and debris. Blinds at a minimum should be clean and dust free. Blind cleaning/repair or replacement is required at move-out. This can be arranged by Kier Property Management and deducted from your deposit.

4. **Doors and Closets:** Wash all doors and shelving, inside and outside; also clean track on which closet door slides.
5. **Light Fixtures:** Clean fixtures and replace all missing and burned out light bulbs at the appropriate wattage and bulb type as was in place at move-in.

6. **Kitchenette:**
   A. **REFRIGERATOR** – Defrost if applicable. Remove and wash all trays, shelves, and crispers. Clean interior and replace component parts, including drip pans beneath refrigerator. Clean exterior front, back and sides, and the dirt from the electric cord. Clean wall area behind the refrigerator and the floor underneath the refrigerator. Clean the rubber gasket around doors.
   B. **CABINETS** - Clean all cabinets and drawer fronts. Remove shelf paper and wash interior. Clean counter tops and underneath ledge of overhanging cabinets.
   C. **SINK** - Remove all stains, rust, and grease. Clean faucets and chrome fixtures; and the area under the sink including plumbing pipes.
   D. **MICROWAVES** – Clean exterior of the microwave. Wipe out interior, including the glass turntable.

7. **Floors**
   A. **HARD FLOOR SURFACES** – Remove all stains, dirt and spots.
   B. **CARPET** – Carpet at a minimum should be thoroughly vacuumed. Carpet cleaning, repair or replacement is required at every move-out. This can be arranged by Kier Property Management and deducted from your deposit.

8. **Keys:** Return the quantity of keys and/or key cards, issued for the unit, mailbox, storage area and the building entry door at the time of move in, and all copies made during occupancy. Vacating Tenant will be charged to replace missing keys/cards, or for the cost of changing the locks when keys are not returned.

9. **Packing:** Ensure all items such as window coverings, sink stoppers, refrigerator ice trays, portable appliances, PTAC remote control, etc., are not packed with personal belongings when moving. Vacating tenant will be charged for replacement of any missing unit items.
I understand that the House Rules describes important policies and information and I should consult my Site Manager regarding any questions not answered in the Handbook. The House Rules are considered an attachment to the Lease Agreement and will be enforced as such.

I understand that Kier Property Management will make every effort to make reasonable accommodations which could be necessary based on my disability, if any, to comply with these rules.

Failure of the landlord to insist upon the performance of the terms and conditions of the lease and house rules and all other attachments thereto, shall not constitute or be construed as a waiver or relinquishment of the landlords right thereafter to enforce any such item, term, or condition, but the same shall continue in full force and effect.

This is a binding and legal document. Read carefully before signing.

I acknowledge that I have received, and agree to comply with all requirements contained in this handbook.

__________________________________________        
Tenant Signature                                           Date

__________________________________________        
Tenant Signature                                           Date

__________________________________________        
Tenant Signature                                           Date

__________________________________________        
Tenant Signature                                           Date

__________________________________________        
Tenant Signature                                           Date

APARTMENT COMMUNITY NAME: ________________________________

APT. #:________________

__________________________________________        
Site Manager Signature                                    Date