

The Apartment Store

Real Estate Group

NOTICE

ALL PEOPLE WHO SIGN THIS LEASE AGREEMENT ARE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE FAITHFUL PERFORMANCE OF ALL THE LEASE TERMS AND CONDITIONS INCLUDING PAYMENT OF RENT. JOINT AND SEVERAL LIABILITY MEANS THAT IF THERE IS A DEFAULT THE LESSOR MAY SEEK LEGAL REMEDIES AGAINST ANY ONE OR ALL THE RESIDENTS. FOR EXAMPLE, THE LANDLORD HAS THE RIGHT TO SUE ONLY ONE RESIDENT, AND BECAUSE RESPONSIBILITY IS JOINT AND SEVERAL, A JUDGEMENT CAN BE ENTERED AGAINST ONE RESIDENT FOR THE ENTIRE SUM DUE TO THE LANDLORD, PLUS COST, EXPENSES, AND REASONABLE ATTORNEY FEES.

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For Information Contact: The Landlord – Tenant Company, (814) 238-6760

RULES AND REGULATIONS

Landlord: The Apartment Store Real Estate Group

Tenant(s): _____

Leased Premises: _____

1. We are a company that works hard to promote harmony between everyone we serve. To all work together we need to have rules of conduct. The Rules and Regulations listed below are part of the lease agreement between Landlord and Tenant. As set out in paragraph 12 of the Lease Agreement, violation or breach of any of the Rules and Regulations is a breach of the terms and conditions of the Lease Agreement and the nonbreaching party shall be entitled to exercise any or all of the remedies provided in the Lease Agreement.
2. We try very hard to have your apartment as clean as possible when you move in, however if it is not as clean as you would like it, please call the rental office immediately and we will send someone over. Please don't clean it yourself because you won't be reimbursed for it and you will still be responsible for leaving the apartment clean when you vacate.
3. The insurance we carry is only for the building and furniture owned by the property. You need insurance to cover your own property. Renters insurance is very inexpensive and it is strongly suggested that you look into getting a policy.
4. If Lessee(s) is/are full-time student(s), or can not verify sufficient monthly income so that the rental amount will not exceed 35% of their monthly income, Lessee (s) agrees to submit to The Apartment Store a guarantor form signed by both parents. If the parents are not able or willing to sign a guarantor form, The Apartment Store can accept, at its sole discretion, a guarantor form from another responsible adult who is gainfully employed offering sufficient financial security.
5. Tenant shall furnish fluorescent starters, and fuses. Owner, at start of Lease will furnish light bulbs. Tenant will be responsible to replace bulbs and bulbs must be working at Lease termination.
6. Bike racks are provided at most of our properties and bikes must be kept either here or in other designated areas. For safety and security reasons, bikes may not be kept or chained in common areas or on the grounds. If bikes are found anywhere except where designated, it will be necessary to cut the chain or lock so it can be removed. If that happens, you will not be reimbursed for the cost.
7. Tenant agrees to give right of entry to pest control vendors when extermination is scheduled. In addition, tenant agrees to follow all provided instructions in preparing the unit for spraying.
8. No alternate heating sources such as kerosene heaters or space heaters shall be permitted to be operated within the Leased Premises.
9. Tenant shall not place or permit to be placed or store items on any windowsills, ledges, balconies, or porches and shall not hang laundry or other items from the balconies, windows, and common areas.
10. Balconies and porches are not to be used for storage. The only items permitted on these areas is exterior lawn furniture.
11. Resident will not place anything in the windows except for drapes, blinds or window shades. Windows shall not be used as clotheslines. Nothing will be placed on window ledges.
12. Playing radios, stereos, televisions or other musical instruments in a manner which is disturbing to other residents is prohibited.
13. No waterbed shall be permitted within the Leased Premises.
14. Only standard picture hangers may be used for hanging pictures or mirrors; no adhesive hangers may be used. Tenant shall not install shelving, wallpaper, paint or alter in any way the features of the Leased Premises.
15. For the safety of all our residents, tenant agrees to notify the landlord immediately if any fire warning device, fire abatement device, or carbon monoxide detector is not functional. Tampering with fire alarm apparatus, either in your apartment or the common areas is in violation of the criminal statutes. We take the safety of our residents very seriously and will prosecute to the fullest extent of the law anyone caught violating this statute. Violation of this law could result in a fine of up to \$2500 and one year imprisonment.
16. Tampering with fire alarm apparatus is in violation of the criminal statutes. Violation of this law may result in a fine of up to \$2500.00 and one year imprisonment. Please comply with this important safety rule.
17. Residents shall not go upon the roof of the building within which the Leased Premises is located and shall not enter any area clearly designated as being closed to Residents and others.
18. No radio or television reception devices such as antennas and satellite dishes shall be installed upon the Lease Premises or in the common area around the Leased Premises without written permission from The Apartment Store.

19. If controlled by Resident, the heat shall be maintained at a temperature to preserve the free operation of water pipes at no less than 50 degrees during the winter period from November through April.
20. No alcoholic beverages shall be consumed in the common areas of the building and grounds within which the Leased Premises is located.
21. Tenant will be responsible for any damage to the apartment or to the building and grounds caused by negligent acts on the part of the Tenant, Tenants family members, Tenants guests and invitees.
22. Dishwashers not supplied by Landlord will not be permitted. Washing machines and dryers are permitted only when standard hookups have been installed in the apartment by the Landlord.
23. The washing of cars on the premises or the use of water from the premises for the purpose of washing cars is prohibited.
24. No mechanical work on motor vehicles of any type is permitted on the premises.
25. Parking at most properties is very limited. All motor vehicles on the premises must be currently licensed and inspected. At properties where the parking lots are posted parking permits are required. Any vehicle without a valid permit will probably be ticketed and/or towed at the owners expense. Because of the limited parking, no trailers, campers, motorhomes or commercial vehicles are permitted to be parked on the premises.
26. Due to local government regulations and safety reasons, no motor vehicles may be parked on the grass or sidewalks at any time. No motorbikes or motorcycles may be kept on balconies, patios, or inside of any building at any time.
27. This Lease Agreement confers no rights on Tenant for use of exterior or interior common areas other than access to the Leased Premises.
28. Additional Charges:

Lock Changes:	\$60.00 (Apartment Lock)	\$30.00 (Mailbox Lock)
Lockouts:	\$ 2.00 Key loan during office hours	
	\$20.00 if opened by Office personnel during office hours	
	\$ 45.00 if opened by office personnel, maintenance staff, or Resident Manager after office hours.	
A 15% administration fee will be imposed on all charges stemming from acts of negligence by Tenant or Tenant's Guests.		
Returned Checks:	\$ 25.00 First check returned	
	\$ 30.00 Second check returned	
29. If storage space is made available for tenants, tenant is obligated to have all items properly locked inside the storage bin and storage bin shall be marked clearly with tenant's name and unit number. Tenant agrees to release Landlord from any possible claim growing out of damage to or loss of any personal items while in storage. Under no circumstances is Tenant allowed to keep paints or flammable materials in storage area.
30. All garbage and trash must be placed where directed by Landlord.
31. If you are having a party, a party registration form must be completed and turned into our staff or building service representative 24 hours in advance. Due to our office being closed over the weekends, if you are planning a party for Sunday or Monday, you must register your party before the close of business (5:00 p.m.) Friday. Failure to register parties may result in calls to the Police, fines, or the party being shut down.
32. No parties, meetings or gatherings may be held in any common area of the building including laundry rooms, public halls, lawn areas, or parking lots.
33. To facilitate help during an emergency, additional locks, including chain locks and deadbolt locks, may not be installed by Tenant.
34. Resident must also comply with any subsequent rules that may be promulgated or issued for the general benefit of all residents as a whole in the building.
35. The possession or use of rifles, firearms, shotguns, and ammunition, gunpowder, numchucks, air pistols, air rifles, bows and arrows, and any other dangerous weapon or substance is prohibited.
36. The Resident agrees to:
 - a) Keep the unit clean
 - b) Use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which they are intended
 - c) Not litter the grounds or common areas of the project
 - d) Not destroy, deface, damage or remove any part of the unit, common areas, or project grounds
37. Whenever damage is caused by carelessness, misuse or neglect on the part of the resident, his/her family or visitors, the resident agrees to pay the cost of all repairs and do so within 30 days after the receipt of the Landlord's demands for the repair charges.
38. The resident agrees not to do any of the following without first obtaining Landlord's written permission:
 - a) Paint or install wallpaper or contact paper in the unit.
 - b) Attach awnings or window guards in the unit
 - c) Attach or replace any fixtures, signs, or fences to the grounds or buildings
 - d) Attach any shelves, screen doors, or other permanent improvements to the unit

39. The resident agrees not to engage in any activity that threatens the health, safety, or right to peaceful enjoyment of the premises premises by other residents or any criminal activity on or near such premises. Such activity may result in immediate eviction.
40. No kegs or other beverage containers in excess of 4 gallons will be permitted on the premises. Violation of this rule is considered a breach of the Lease Agreement and is grounds for eviction.
41. No animals or reptiles of any kind may be kept in or about the leased premises.
42. No hot tubs or swimming pools are permitted on the premises.
43. If there is a balcony with this apartment, the resident agrees to not engage in any inappropriate behavior which may include the throwing of objects, obscene language, harassment of passers'by, or any other behavior which could result in a criminal citation. If the resident engages in any such behavior, the Landlord reserves the right to restrict any and all access to the balcony area by resident and/or his guests.
44. Lessee agrees to never use portable fuel-burning camping equipment in the apartment.
45. Should any of the appliances, air conditioning unit, or the heating unit malfunction, Lessee agrees to make no effort to service the malfunctioning appliance or unit him/herself but to call the maintenance staff for repair.
46. Should the stove be fueled by gas, Lessee agrees to never use it for heating purposes for safety reasons.
47. For safety reasons, no charcoal or gas grills other than those provided by the landlord are permitted on the premises.
48. Thermostats will be inspected semi-annually. If the thermostat has been tampered with in any way, it will be replaced and tenant will be charged for replacement cost plus a \$100 fine.

CHECK OUT PROCEDURES

1. All keys must be returned to the office by 12:00 noon on the termination date of your lease. Please do not leave keys at your apartment. They could be misplaced and it will be assumed that you didn't turn them in. Should it be necessary to change the locks due to missing keys, we will be forced to charge you for a lock change.
2. We want you to get your full security deposit back! In order for that to happen, we need specific cooperation in the following areas:
 You must return the unit to us in the same condition in which you received it as well as have your account paid in full.
 - A. If the unit is carpeted, The Apartment Store will make arrangements to have the carpet professionally cleaned. The cost of this cleaning will be deducted from the security deposit.
 - B. If you have drapes in your apartment, they must be professionally cleaned and the receipt turned into the office at time of checkout.
 - C. All personal items, food and trash needs to be removed from the unit. If you don't remove these items, the charge will be \$50/hour to remove the items and you will also be charged a storage fee of \$5/day. Tenant agrees that Lessor will not be responsible for damages or loss to these items either during removal or storage.
 - D. The apartment must be completely cleaned in accordance with The Apartment Store standards. Normally you will receive a move-out packet of information approximately 45 days prior to your lease ending. If you didn't receive this information, please contact The Apartment Store and ask to have one sent to you.
3. Please provide a forwarding address for the security deposit to the office.
4. The security deposit will be refunded in one check with all lessee's names unless we have been notified in writing of a change in this procedure. This notification must be signed by all lessees.
5. Security deposit will be returned within 30 days after the termination date of lease.

I understand that I have read the rules, regulations and check-out procedures and will abide by the same.

_____ Date

_____ Date

_____ Date

_____ Date

_____ Date

IMPORTANT NOTICE

READ THE INFORMATION ON THIS PAGE CAREFULLY

THIS PAGE EXPLAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND DUTIES AS A TENANT. SPECIFIC QUESTIONS ABOUT YOUR LEGAL RIGHTS AND DUTIES SHOULD BE REFERRED TO AN ATTORNEY. DO NOT EXECUTE THE ACKNOWLEDGEMENT ON THE BOTTOM OF THIS PAGE AND DO NOT EXECUTE THIS STANDARD RESIDENTIAL LEASE AGREEMENT UNLESS YOU HAVE READ AND CLEARLY UNDERSTAND THE INFORMATION ON THIS PAGE.

As tenant, you default if you:

- 1) Fail to make timely payment of rent or other charges to the Landlord. Or,
- 2) Vacate the leased premises without the Landlord's consent prior to the end of the lease term. Or,
- 3) Fail to vacate the leased premises at the end of the lease term. Or,
- 4) Fail to perform any of the conditions included in this lease agreement and the conditions of any riders or addenda to the lease agreement. Or,
- 5) Breach any Rules and Regulations which are made a part of the lease agreement.

Paragraph 18 includes a waiver of "Notice to Quit". When "Notice to Quit" is waived, if you default, the Landlord has the immediate right to file a complaint in Court seeking an order evicting you from the Leased Premises. **The Landlord DOES NOT have the right to bring an action in Court seeking your eviction unless you have defaulted in your obligations as a Tenant. Even though you are waiving "Notice to Quit", you will still have an opportunity in Court to contest the validity of the Landlord's claim for eviction.**

If you default, the Landlord has the right to seek the following remedies against you in Court:

- 1) A Judgement for overdue rent, late charges and monetary damages caused by your default.
- 2) An Order for Recovery of Possession through an eviction action.
- 3) A Judgement for unpaid rent for the balance of the lease term or until another person takes possession of the leased premises as a new Tenant.

ACKNOWLEDGEMENT: I, THE UNDERSIGNED TENANT, HAVE READ AND UNDERSTAND THE ABOVE DISCLOSURE.

Date

Date

Date

Date

Date