

Landlord's Rules & Regulations

This disclosure is a part of the residential lease agreement between _____ (Landlords) and _____ (Tenants), pertaining to the property located at _____

Please read each statement carefully and initial by each one. After all statements are read, execution of this form is necessary to acknowledge your total understanding and acceptance of each statement.

____ I/We inspected this property **in person** with an agent and accept this property in the current condition it is in unless stated specifically in **paragraph 15A** of the Residential Lease Agreement. **All repair requests throughout the term of this lease must be submitted in writing.**

____ I/We understand that the rent is due on the **1st day** of each and every month and will be considered late if not received by landlord by midnight on the **3rd day** of each month. Delays due **to postal service, holidays, or online payment services** will **not** result in waiving any late fees

____ I/We understand that upon move-in, ***Inventory and Condition Form*** to be completed by Residents and returned to Landlord **within 3 days of move-in date**. This is for your protection. If the ***Inventory and Condition Form*** is not returned to the Landlord, any damage found to the property at the move-out survey will be charged to the Residents.

____ I/We understand that the address of the property we occupy/lease should be on all payments, correspondence and e-mails to assure property documentation.

____ I/We understand that the Landlord can perform regular home inspections for maintenance purposes **every 90 days**. Landlord will schedule day with tenant when needed.

____ I/We understand the landlord does **not** provide nor pay for mailbox keys. This must come from the post office for community boxes.

____ I/We understand that any unauthorized animal discovered on the property (**even temporary**) not documented in a Pet Agreement will result in a **\$500.00 fine** and **\$50 per day** until we prove to the landlord that the animal has been removed permanently from the property.

____ I/We understand that the lighting of pilot lights and furnaces shall be the responsibility of the Resident/Tenant.

____ I/We understand that the Resident is required to carry appropriate **renter's insurance**. The policy must cover the full term of the lease with a minimum of \$500,000 liability coverage. The declaration page must be provided upon commencement of the lease.

____ I/We understand that a trampoline is not permitted on the property.

_____ I/We understand that an aboveground pool or hot tub is not permitted on the property.

_____ I/We understand that Resident, at Resident's expense, shall change the Air Conditioning/Heating filter **at least once monthly**. Landlord may do inspections at reasonable times to check the condition of the filter. Resident is responsible for any damage to HVAC system caused by the Residents negligence.

_____ I/We understand that within **60 days prior** to the expiration of the lease, Landlord may place a sign on the property and have a key available on the premises in a key-lock box to facilitate the showing of the property to prospective buyers and/or Residents by the Landlord or Landlord's agent. The property may be shown at reasonable times after the first attempt to contact the Resident. If Landlord's key does not open the door due to Resident changing locks, Landlord will have locks changed and a key will be provided to the Resident after doing so for access to the property.

_____ I/We understand that refrigerators, water softener/ filters, washers, dryers, ceiling fans, and garage door openers (if any) are all courtesy items and shall **NOT** be the responsibility of the owner to repair should servicing be necessary. Should one of these items malfunction, the following events may occur;

- a) Resident may opt to repair the appliance at the Resident's sole expense. Expenditures by the Resident do not give the Resident ownership rights to the item, without expressed written agreement;
- b) Owner may choose to repair the item;
- c) Owner may remove the inoperable appliance from the property, however, is under no obligation to do so or to replace any of the above items, if they subsequently become inoperable.

_____ I/We understand that the Resident may **not** make any interior changes to paint, fixtures etc. without written agreement and any improvements agreed to by both parties remain with the property.

_____ I/We understand that the Resident is responsible for **protecting all pipes** and facilities from weather/climate damage.

_____ I/We understand that Pest control (for roaches, fleas, etc.) shall be at the expense of the Resident, including, but not limited to, keeping ants out of the air conditioning electrical contacts. Pest maintenance should be performed **quarterly**.

_____ I/We understand that all **repair requests shall be in writing to the Landlord** with a detailed description of the problem. Non-emergency maintenance requests cannot be accepted until the following Monday.

_____ I/We understand that the Resident is financially responsible for all Resident-caused damage, breakage and/or misuse of all property, both real and personal, that is included in the lease. You will be charged a contractor's fee for all repairs performed that are charged to the Landlord due to Resident negligence. Should the collected deposit not be enough to cover all damages, the Landlord will take legal steps to recover all expenses due to damages by Residents while occupying the property.

_____ I/We understand that smoking is **ABSOLUTELY NOT** allowed inside the home **or on the property**. This includes any guests etc. Any odors due to smoke or animals (if pets allowed at all per lease) that have to be resolved after resident leaves the property will result in the loss of the deposit plus a bill for any excess damage to repair.

____ I/We understand that Resident, at resident's expense, shall be responsible for repair or maintenance functions to include, but not limited to:

- a) Resetting of circuit breakers or fuses
- b) All plumbing backups (except caused by tree roots) and frozen pipes;
- c) Proper septic tank and or well maintenance (if applicable)
- d) Operational maintenance of any water softener, swimming pool and/or hot tub
- e) Damage resulting from forceful entry and/or burglary;
- f) Damage resulting from failure to promptly report to the Landlord any malfunctions or abnormal operations of equipment within the rented property;
- g) Replacement of non-working light bulbs, HVAC filters, and smoke alarm batteries;
- h) Tightening of screws, nuts and bolts on hardware not requiring specialized training;
- i) All window screen repair or replacement;
- j) All blinds repair or replacement;
- k) All cracked or broken glass repair (including mirrors and light fixtures)
- l) External pipes and components not sufficiently protected from freezing weather

____ I/We understand that the Landlord will allow **no reimbursement** to resident for repairs performed and/or ordered by resident **without prior written authorization**.

____ I/We understand that the following items are not warranted or included as repair items: 1) Garage door locks and openers 2) Pools, hot tubs and/or whirlpool baths; 3) Appliances as courtesy items; 4) Jacks and wiring to phone, internet, audio/ video, cable, satellite dish, alarm systems, intercom and any other specialty wiring.

____ I/We understand that the Resident is responsible for reimbursement of any utility bills invoiced to the Landlord, which cover the time of the Residents' occupancy. Utilities must be left on until the end of the second full business day after move-out so that the property can be inspected and cleaned if necessary. You will be charged for temporary utilities if not left on.

____ I/We understand that the Landlord will have the home professionally cleaned upon move in and will also have it professionally cleaned upon move out at the expense of the Resident. No exceptions – This fee is **\$300 and will be deducted from the deposit**.

____ I/We understand that the Resident is responsible for obtaining receipts for all money and /or documents turned into agent or landlord and resident is responsible for showing proof of turning in the above items.

____ I/We understand that in the event that the rent is not paid by the 3rd of the month for any reason except with written agreement by Landlord, an eviction will be filed and resident agrees to pay all of the applicable court costs, plus a \$200.00 processing fee to the Landlord.

____ I/We understand that cars and other vehicles must be parked on a **paved surface** and not on the grass or in the yard.

____ I/We understand that **gutters must be cleaned of debris prior to move-out**.

____ I/We understand that if the property is in an area regulated by an HOA, the Resident/Tenant has reviewed the HOA rules and regulations. Tenant is responsible for any fines issued due to Tenant's violation of HOA rules, i.e. leaving garbage cans visible on non- pick up days, lawn maintenance, lawn edging, trailers, campers or other recreational vehicles parked on premises, etc... If I/We violate any deed restriction, we will be fully

responsible for correcting the violation, and understand a \$35 fee is charged for 2nd notices on the same issue, and reimbursing the owner for any fines or fees resulting from the violation.

_____ I/We understand that if the tenant has pets per lease agreement, any damage to the yard, fence, home, etc. must be repaired to move-in condition.

_____ I/We understand that if tenant loses keys, landlord will charge a \$50 replacement fee plus a trip charge. If garage door opener is lost, there will be a \$100 replacement fee plus a trip charge.

_____ I/We understand that once we give notice to move we are required to keep the property in **“showable”** clean condition once the house is placed on the market or pay the withdrawal fee per paragraph 14:D2 of the lease to not list the property

CONSULT YOUR ATTORNEY: Brokers cannot give legal advice. This is intended to be a legally binding contract. READ IT CAREFULLY. If you do not understand the effect of this contract, consult your attorney BEFORE signing.

Tenant

Date

Tenant

Date

Landlord

Date