

Any Street or Avenue
Apartment #
Morgantown, WV 26505

- PARTIES OF CONTRACT:** This agreement is entered into this [redacted] day of [redacted], 2016 by and between University Student Apartment Management, LLC, a West Virginia Corporation, of the County of Monongalia, State of West Virginia, hereinafter called LESSOR or LANDLORD and [redacted] collectively called the LESSEE(S) or TENANT(S). TENANT(S) accept(s) the above named unit and property in its present condition and deem it fit and habitable, and satisfactory in all respects. LANDLORD agrees to allow TENANT(S) five (5) days after taking possession to determine whether any minor defects or damages exist. If the TENANT has not turned in a list within the five (5) day period, that shall have the same effect as the TENANT handing the LANDLORD a damage list with no damages on it. The premises shall be used exclusively for living quarters as a private residence. Only person(s) signing this lease are permitted to reside at this address.
- LEASE TERM:** The terms of this rental agreement shall commence on, [redacted] and shall continue for approximately 12 consecutive months, expiring on [redacted]. Total rent for the unit shall be \$ [redacted] **per month**, payable on or before the [redacted] of each and every month at the office of University Student Apartment Management, located at 507 Beechurst Ave. Morgantown, WV. If this is a joint agreement for more than one LESSEE, each LESSEE is jointly and separately responsible for the **entire amount** each month on the residence, for the **entire** rental period stated in this agreement.

Any default or breach of this agreement will result in termination of this agreement with possession by LESSOR at his/her option, in accordance with the laws of the State of West Virginia. **LESSOR MAY AND WILL EVICT ANY OR ALL OCCUPANT(S) FOR NONPAYMENT OF RENT.** Rent not paid by the due date stated on this agreement is considered delinquent. **EACH LESSEE will be subject to a late fee of up to \$50.00 after Five (5) days late.** If rent payments are not received within ten (10) days of the above mentioned due date, Dispossession action will be taken. Any and all costs associated with dispossession or eviction shall be the responsibility of the tenant and shall be paid within 30 days of such costs to University Student Apartment Management, including administrative and attorney's fees.

A \$45.00 charge will be imposed for any check returned for non sufficient funds; late fees will be applied at any check returned. In the event of bank error, there will be no charge, provided the management receives the bank's written acknowledgment of such error. LESSEE(S) shall make all rental payments in full each month, payment or receipt of a rental payment of less than the amount stated in this lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall LESSORS acceptance of a partial payment constitute accord and satisfaction. Nor will LESSORS acceptance of a partial payment forfeit LESSORS right to collect the balance due on the account, despite and endorsement, stipulations, other statement on any check or money order. Should apartment be ruled uninhabitable for any reason such as fire, flood or other cause, damages to LESSEE(S) shall be limited to the return of the security deposit and unused portion of rent. **Any prepaid rent will NOT be refunded for any reason.** In the event suit shall be brought or collection activity instituted for a violation of or to enforce the provisions of this Lease and/or collect a debt, LESSEE(S) agrees to pay all costs of such action, including all administrative fees, attorney's fees, and all other costs associated with any collection activity.
- LANDLORD shall attempt to have Tenant's apartment ready on the date stipulated on this lease but cannot be held liable for failure to do so. In the event delivery is delayed, rent shall be abated on a daily basis until you are offered possession. Any illegal or unlawful act will result in immediate ejection, without exception. Residents at all times during the lease term shall conduct themselves, and require other persons on the premises with residents' consent, to conduct themselves in a manner that does not unreasonably disturb neighbors or constitute a breach of the peace.
- LANDLORD or manager may, at any reasonable time, enter to inspect, repair, maintain, or show the unit to prospective occupants with 6 hours' prior notice, but will try to notify LESSEE(S) 24 hours in advance if possible. In the event of emergency (leaks, fire, flooding into another apartment, etc.,

Landlord may not be able to give notice. **If tenant has submitted a maintenance request, maintenance may enter to complete and/or check status of repairs without prior notification.**

5. **CITY INSPECTION:** This unit has been registered by the Morgantown City Building Inspector and passes the City Safety and Fire Protection code. Occupants thereby acknowledge that smoke detectors are in place and are in working order. In units with a gas appliance or heating source, carbon detectors must be present and tenant agrees to notify landlord IMMEDIATELY if a detector, smoke or otherwise, is missing or not properly functioning. **IT IS THE TENANT'S RESPONSIBILITY TO KEEP CHARGED BATTERIES IN SMOKE DETECTORS. TENANTS MAY NOT TO REMOVE SMOKE OR CARBON DETECTORS. IF REMOVED, TENANT(S) WILL BE RESPONSIBLE FOR REPAIR AND REPLACEMENT OF THE SMOKE DETECTORS AT A COST OF \$50.00 PER DETECTOR PLUS ANY FINES LEVIED BY THE CITY CODE OR FIRE DEPT, PAYABLE IMMEDIATELY.**
6. **DELAY IN OCCUPANCY:** If the Apartment is not ready for occupancy by the LESSEE(S) on the Commencement date for any reason, LESSOR will not be responsible for any claims, damages, or liabilities from the delay.
7. **SUBLETTING:** Subletting is permitted and will not assign this lease or sublet the premises without written consent of the LESSOR. LESSOR may sublet in the event one or more LESSEE moves out and the remaining LESSEE(S) do not pay the difference in total rent due, as required by this lease. LESSOR will provide suggested sublet agreement to LESSEE(S) that do sublet premises. If any LESSEE moves out of the premises, it is the duty of all the remaining LESSEES of this lease to sublet said premises or pay the entire rent for the entire rental period. At the time of execution of a sublet agreement the fee for subletting of **\$200.00** will be paid by the LESSEE(S), **the Security Deposit of LESSEE(S) that is being replaced shall be forfeited and a new Security Deposit paid by the Sublettor.** If a LESSEE(S) vacates the unit before the lease term and does not find a Sublettor or replacement, and at the end of the lease there is a balance due, it will be reported and placed on all Lease holders credit reports with our collection agency, whether they reside in the unit or not.
8. **INSURANCE:** neither manager nor LESSOR shall be responsible for loss, injury, or damage to the person or personal property of LESSEE(S) or their guest, caused directly or indirectly by acts of God, fire, burglary, or defects in the building, equipment, walks, steps, or landscape or by the neglect of the LESSEE(S) or others. LESSEES are required to purchase a renter's insurance policy to cover personal property within the premises, and submit a copy of the policy with the Agent name and policy number to the Lessor. **IF YOU DO NOT PURCHASE RENTERS INSURANCE, YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ANY AND ALL DAMAGE TO PERSONAL PROPERTY, AS WELL AS TO DAMAGE TO THE UNIT CAUSED BY NEGLIGENCE, BE IT FROM THE LESSEES NEGLIGENCE OR THAT OF ANOTHER TENANT IN THE BUILDING.** The LESSOR does not carry such coverage, nor is it available for LESSOR to purchase. LESSOR will maintain liability insurance and property taxes.
9. **Utilities:** Payment of all applicable charges for utilities, including initial connection charges, fees and taxes associated with utilities shall be sole responsibility of the Lessee(s), these include **[REDACTED]**. **Lessor does not provide cable and/or internet for any leased units. If Lessor pays the gas or electric utility costs for the unit and the unit doesn't have central heat and/or air, Lessee must have written permission to install window Air Conditioners, there will be a \$40.00 per month charge per A/C unit. If at any time during the lease this AC fee is not paid, Lessor reserves the right to remove the AC unit from the premises until the fee is paid.**
10. **DANGEROUS MATERIALS:** LESSEE(S) shall not keep or have on the premises any article or thing of a dangerous, flammable, or explosive character that might increase the danger of fire to or on the premises, or that might be considered hazardous.

11. **MAINTENANCE:** LESSEE(S) are responsible for damage to the premises, fixtures, appliances and furniture belonging to LESSOR, due to LESSEE(S) and their guest' negligence. LESSOR is responsible to the LESSEE(S) for repairs and maintenance to the premises as described in the Property Maintenance Code Section of BOCA. LESSEE(S) accepts premises as is, in its present condition, **and agrees to make normal and/or minor repairs less than \$100.00. For example: unclogging drains, replacing light bulbs, (If you can't reach the light, you must buy the bulb and maintenance can replace) broken windows, window screens, stove drip pans, and damaged entrance locks/lost keys are the LESSEE(S) responsibility.** At no time are the LESSEE(S) permitted on the roof. LESSEE(S) will be responsible for all damages caused by negligence to units located beneath theirs, such as an overflow of water or neglect of the LESSEE(S). No trash, bottles, paper, boxes, ECT. Shall be placed in any hallway or other public areas, and any items left in the hallways, walkways, outside of door will be removed by Lessor and Lessee shall be charged \$35 per item (bag, box, etc.), payable immediately. The premises and surrounding area including sidewalks in possession of the LESSEE(S) are to be kept clean and free of dirt and trash at all times. If this is a furnished apartment, all appliances and furniture that are located in the unit are provided for the Occupant's convenience, on an as available basis. However, their maintenance and repair are not the responsibility of University Student Apartment Management (LESSOR). If something breaks, LESSEE(S) may fix or replace it, but the cost of repair will NOT be deducted from rent and the breakage in no way excuses the LESSEE(S) from paying rent. **LESSEE(S) is/are responsible for the premises for the full term of the lease, including all times in which occupant is absent from premises, including summer, Thanksgiving, Christmas, and spring breaks. It is the LESSEE(S) responsibility for leaving the heat turned on (at 65 degrees), leaving water dripping from faucets, and for taking other reasonable precautions to prevent freezing pipes. LESSEES(S) are also responsible for their own snow removal lawn care. This is not provided by the LESSOR.** Upon termination of this lease, LESSEE(S) shall return the premises to the LESSOR in like condition, reasonable wear and tear accepted.
12. **REGULAR LESSEE(S):** Only the LESSEE(S) signing this lease agreement will reside in the unit. If any other person occupies the premise, or any part thereof without written consent from LESSOR, LESSEE(S) will pay an additional **\$350.00** per month for each additional person. **OVERNIGHT GUESTS ARE NOT ALLOWED IN UNITS WITH UTILITIES PAID BY LESSOR FOR MORE THAN FIVE (5) DAYS PER MONTH! If you add a person to your lease, (ex: 3rd person to a 2 bedroom lease), the rent for the unit will increase by \$100.00 per month.**
13. **PETS/ANIMALS:** Pets and/or animals may not be kept, watched, or visit on the premises for any reason! No matter how short the period of time ("pet sitting", visiting, etc.) without written permission from the Lessor and payment of the non-refundable pet fee. **Any LESSEE found to have or have been keeping any pet on the premise will automatically forfeit all security money deposited. Deposits must then be fully replenished within 48 hours or eviction will be filed in Magistrate Court. Guests shall not be permitted to bring their pets on the premises. For properties which permit pets, a WRITTEN pet agreement must be signed and all fees paid PRIOR to bringing a pet into the unit.**
 - A. **Service/Support dogs:** Registration/Service dog certification as well as documentation from your healthcare provider outlining the reason for needing the service dog must be given to the landlord **BEFORE** bringing the animal into the unit. In some cases, Landlord is permitted to charge a fee for the service animal, please see Landlord for details.
14. **DEFAULTS:** If LESSEE(S) fails to pay a required rental payment within 5 days after a written or oral notice is given by LESSOR for non-payment of rent, the LESSOR may terminate this lease agreement. LESSEE(S) shall pay, in addition to rent owed, any and all attorney fees and any other cost incurred by LESSEE(S) because of violation or default of this lease agreement by LESSEE(S).
15. **ACCELERATION:** All monthly payments for the rest of the term or renewal period will automatically without notice or demand (before or after acceleration) will be immediately due and delinquent if, without LESSOR'S written consent: 1. LESSEE(S) moves out, removes property in

preparing to move out, or gives oral or written notice (by LESSEE(S) or any occupant) if intent to move out before lease term ends. 2. LESSEE(S) has not paid all rent for the entire Lease term. Such conduct is considered a default for which LESSOR needs to give LESSEE(S) notice. Remaining rent will also be accelerated if LESSEE(S) is judicially evicted or moves out when LESSOR demands because LESSEE(S) has defaulted.

16. **BINDING NATURE OF LEASE:** This lease is a legally binding agreement. The covenant and conditions contained in this Lease shall apply and bound the heirs, legal representatives, and assigns of the parties.
17. **RELEASE OF LESSEE:** Unless LESSOR has given LESSEE(S) a written release, LESSEE(S) will not be released from this Lease for any reason – including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of CO-LESSEE(S) or CO-MAKER, loss of employment, bad health, or death.
18. **PAYING SUMS DUE:** Payments of all sums is an independent covenant. At LESSOR'S option and without notice, LESSOR may apply money received first to LESSEE(S) nonrent obligations, then to rent regardless of notations on checks and money orders and regardless of when the obligation arises. All sums other than rent are due upon LESSOR'S demand. After due date, LESSOR does not have to accept the rent or any other payments.
19. **SEVERABILITY:** If any portion of this Lease agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforced. If a court finds any provision of this lease to be invalid, then such provision shall be deemed written, construed and enforced as so limited.
20. **INTERRUPTION OF SERVICE:** The LESSEE(S) will receive no rent deduction, nor will Lessor be liable to the Lessee(s), due to repairs or interruption of service to utilities, appliances or equipment on or about the premises or due to defects in the Premises not caused by Lessor's fault, omission, negligence or other misconduct, or due to the inability of Lessor to obtain proper fuel, utilities, or repair/replacement parts. In case it shall become necessary at any time, from accident or repairs, or to improve the condition or operation of the Premises, or any equipment or utilities appertaining thereto: for Lessor to stop or curtail the operation of said equipment or utilities, Lessor may do so, but in such case due diligence shall be used to complete the work.
21. **FURNISHINGS:** Lessee acknowledges that this is an UNFURNISHED rental unit. Stoves and refrigerators (and in some units, dishwashers) are provided AS A COURTESY. If any appliance is not in working order, maintenance can inspect the appliance and advise if Lessee will need to contact an appliance repair person at Lessee's expense (up to \$150.00), or if maintenance can make the repair at no cost to the tenant (lighting pilot lights, adjusting coils/burners, etc.). Under no circumstance will Lessor be required by the provisions of this Lease to replace or repair a non-working appliance, although the Lessor may choose to do so as a courtesy.
22. **MOVE IN:** LESSEE(S) are permitted to enter, and are responsible for the unit as of 12:00 p.m. on [REDACTED]. LESSEES(S) are urged to take possession of the unit immediately. If move in falls on a weekend or holiday, LESSEE will pick up keys on the next regular business day, between normal business hours (M- F from 9:00 a.m. to 4:00 p.m.).
23. **MOVE OUT:** LESSEE(S) who want to renew their Lease or put in a Notice to Vacate, must notify LESSOR prior to **December 1, [REDACTED]**, (University Student Apartment Management reserves the right not to renew a lease). If no notice is given, we will show the unit to prospective tenants. LESSEE(S) will vacate, have rental ready to occupy, and return all keys to University Student Apartment Management by 12:00 p.m. on [REDACTED]. If LESSEE(S) have not removed all personal property and turned in keys at the office of University Student Apartment Management by the above stated date and time, a \$100.00 per occupant/per day rental fee for each occupant

will be assessed and will be deducted from the full initial security deposit, if amount goes beyond initial deposit, it will be billed to all Lease holders.

24. **OFFICE HOURS:** Office hours for University Student Apartment Management, located at 507 Beechurst Ave, are 9:00 a.m. to 4:00pm Monday through Friday for the purpose of paying rent and reporting emergency maintenance problems. You may call 304-241-4449 between the above hours; during evening hours leave a message.
25. The LESSEE(S) named on the Lease agreement are of Legal age and capable to sign this lease. The LESSEE(S) is not relying on any oral or written representation of LESSOR or Agent. The undersigned are responsible for the apartment and maintaining the terms regardless of the source of income from which rent is paid (namely parents, guardians, and family).
26. **COMMUNITY POLICIES AND PROCEDURES:** LESSEE(S) and all guests must comply with written Community Polices and Procedures, including instructions for care of Leesor's property. The Community Policies and Procedures are considered part of the Lease agreement.

IT IS THOROUGHLY UNDERSTOOD THAT IF ANY LESSEE(S) NAMED ON THIS LEASE DOES NOT PAY THEIR PORTION OF THE TOTAL MONTHLY RENTAL PAYMENT, THE REMAINING LESSEE(S) ARE LIABLE FOR FULL RENTAL PAYMENTS. IF THE REMAINING LESSEES DO NOT PAY THE ENTIRE MONTHLY OR YEARLY AMOUNT AND A BALANCE DUE IS LEFT AT THE END OF THE LEASE TERM, ALL LESSEES WHO SIGNED THE LEASE WILL BE HELD RESPONSIBLE FOR ANY UNPAID RENT, LATE FEES OR ANY BALANCE DUE UPON LEASE EXPIRATION.

27. **SECURITY DEPOSIT AND POST-DATED LAST MONTH'S INSTALLMENT CHECK:** At or before the time LESSEE(S) signs this Lease, LESSEE(S) will provide to LESSOR a post dated check for the final rental installment payment of this lease and deposit with LESSOR a deposit in the amount of \$ [REDACTED] upon the execution of the Lease. Any unusual, abnormal, or excessive damage, nail holes, and patching to the walls will be charged at an additional cost, or the cost of a full paint may be charged to the TENANTS, and will be deducted from the balance of the security deposit. **Tenants are required to have the carpet professionally cleaned and turn in a receipt upon move out or you will be charged for the carpet cleaning, no exceptions.** The balance of the security deposit to be returned to TENANTS within a reasonable period of time upon completion of repairs of damages after the termination of this lease, provided that (a) ALL TENANTS' ACCOUNTS ARE PAID UP TO DATE, INCLUDING RENT, LATE FEES, GARBAGE FEES, UTILITIES, and ANY OTHER CHARGES, and (b) LANDLORD has inspected said leased premises and common areas, and they have suffered no damage as a result of the TENANTS occupancy. This security deposit MAY NOT be applied to rent payments in any way except if TENANT is delinquent in paying rent and the Landlord chooses to apply it towards rent at his sole discretion. If, during the term of the lease, all or part of the security deposit is used by the LANDLORD to pay for rent, damages, or in any other manner, the TENANTS will immediately deposit with the LANDLORD the amount needed to replenish the security deposit to equal the amount listed above in paragraph 2.

A Security Deposit is not rent, and CANNOT be used for or applied to rent for the length of this Lease. Security Deposits are postmarked within Forty-Five (45) days of the END DATE of the lease. Deposit returns requiring in depth review or work from an outside contractor will take longer to return than others. The move out check list must be followed to ensure deposit return.

COPIES AND ATTACHMENTS: This Lease has been executed in multiple copies – one for LESSEE(S) and one for LESSOR. When an Apartments’ inspection Report if completed, both LESSEE(S) and LESSOR should retain a copy. The items checked below are attached to and shall be considered part of this Lease:

- Utilities Addendum- Attachment AA
- Security Policy – Attachment A
- Disclaimer of Personal Property Liability – Attachment B
- Rules and Regulation – Attachment C
- Move out Checklist – Attachment D
- Standard Damage Charge List – Attachment E
- Collection Policy – Attachment F
- Bed Bug Addendum-Attachment G
- Utilities

THIS IS A BINDING LEGAL DOCUMENT- READ CAREFULLY BEFORE SIGNING.
LESSEE(S) IS ENTITLED TO A COPY OF THIS LEASE WHEN IT IS FULLY SIGNED.
KEEP IT IN A SAFE PLACE

SIGNATURES

LESSEE(S):

(Signature)

(Print name)

(Signature)

(Print name)

(Signature)

(Print name)

(Signature)

(Print name)

University Student Apartment Management
By it’s authorized agent,

(Authorized agent of LESSOR)

ATTACHMENT AA

UTILITES ADDENDUM

BY SIGNING THIS ADDENDUM, I/WE FULLY UNDERSTAND THAT I/WE ARE RESPONSIBLE FOR SET UP AND PAYMENT OF THE FOLLOWING UTILITIES AS INDICATED BELOW, AND THAT ALL TENANTS IN ALL UNITS PAY FOR THEIR OWN CABLE AND INTERNET IF THEY CHOOSE TO HAVE SUCH SERVICE:

TENANT PAYS:

_____ **ELECTRIC** INITIAL(S) _____, _____, _____, _____

_____ **WATER** INITIAL(S) _____, _____, _____, _____

_____ **GAS** INITIAL(S) _____, _____, _____, _____

OR

_____ **LANDLORD PAYS ALL UTILITIES (INITIALS)** _____, _____, _____, _____

****LANDLORD DOES NOT PROVIDE CABLE OR INTERNET FOR ANY APARTMENT/HOUSE!!****

I/WE ACKNOWLEDGE THAT I/WE ARE RESPONSIBLE FOR SETTING UP ANY UTILITIES THAT ARE TENANTS RESPONSIBILITY PRIOR TO MOVING INTO THE UNIT. IF, AT ANY TIME DURING THE LEASE PERIOD A UTILITY THAT IS PAID FOR BY THE TENANTS IS DISCONNECTED, TENANT UNDERSTANDS THAT THEY MAY BE HELD RESPONSIBLE FOR ANY RESULTING DAMAGES (I.E. IF ELECTRIC IS SHUT OFF FOR NON-PAYMENT IN WINTER AND PLUMBING FREEZES AND BURSTS, ETC). IT IS ALSO THE TENANTS RESPONSIBILITY TO ARRANGE FOR DISCONNECTION OF UTILITIES UPON TERMINATION OF THE LEASE, AND LANDLORD WILL NOT BE HELD RESPONSIBLE FOR ANY ADDITIONAL BILLING INCURRED DUE TO TENANTS' FAILURE TO TERMINATE UTILITY SERVICES AT THE END OF THE LEASE AGREEMENT.

BY SIGNING BELOW, I/ WE ACKNOWLEDGE THAT WE FULLY UNDERSTAND THE FOREGOING UTILITIES ADDENDUM IN CONJUNCTION WITH THE UTILITY CLAUSE IN THE LEASE AGREEMENT.

LESSEE

DATE

LESSEE

DATE

LESSEE

DATE

LESSEE

DATE

AGENT FOR OWNER

DATE

ATTACHMENT A

SECURITY POLICY

By signing this form, I/We acknowledge that the security policy of University Student Apartment Management has been read and is understood.

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- 1) **No Representations:** Lessee(s) acknowledge that neither University Student Apartment Management, nor the property owner(s) have made any representations, written or oral, concerning the safety of the community and/or the effectiveness and/or operability of any security device or security measure, if any, in place.
 - 2) **No Warranty or Guarantee:** Lessee(s) acknowledge that neither University Student Apartment Management, nor the property owner(s), give warrant nor guarantee to the overall safety of the Lessee(s), Lessee's family, occupants, guest, and/or invitees, against criminal or wrongful acts perpetrated by any third parties. Each Lessee(s), Lessee's family, occupants, guest, and/or invitees are solely responsible for protecting their own person and/or property within the reasonable guidelines of what is considered legal means.
 - 3) **No reliance on security devices and/or security measures:** Lessee(s) acknowledge that any and all security devices may fail and/or be thwarted by criminals and/or persons either by electrical, mechanical, and physical means, or by malfunction and improper usage. Lessee(s) acknowledge that they should take steps and/or measures to protect themselves and their property as these devices and measures do not exist and/or are not applied by University Student Apartment Management, or the owners. Lessee(s) who use a device or countermeasure must ensure that said device and countermeasure complies with all laws and regulations enforced by areas legal jurisdiction.
 - 4) **Security Services:** Lessee(s) acknowledge that University Student Apartment Management and its associated property owners may provide a uniform SECURITY SERVICE as part of its Asset Protection Program, but are in no way required to do so. This service provides a Night Watchman type application and is solely responsible to provide this service to University Student Apartment Management. There are currently no "In-Place" security systems in, on or around apartments, dwellings, or cartilages, to include outside areas. If Lessee(s) would desire to install or place any type of system determined to provide a measure of security, they MUST FIRST submit to the following procedure;

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- 1.) Obtain written approval from management of University Student Apartment Management.
 - 2.) Submit to the same management stated above, what type device that will be installed, and who will be installing the device.
 - 3.) Lessee(s) accepts total responsibility with reference to cost of device, installation, maintenance, and removal of said device upon termination of the lease for property where the device was installed.

Failure to comply with any of the procedures listed above will result in University Student Apartment Management removing any device at the expense of the Lessee(s).

Lessee(s) Date

Lessee(s) Date

Lessee(s) Date

Owner/Agent

ATTACHMENT B

DISCLAIMER OF PERSONAL PROPERTY LIABILITY

University Student Apartment Management and the Owners of leased premises. Hereby notify all Lessees that we are **NOT** responsible for the loss of or damage to any personal possessions or property. Such items are **NOT** covered by the Owners or University Student Apartment Management insurance. **Insurance of personal property is solely the Lessee's responsibility.**

The following are some examples of incidents in which University Student Apartment Management and/or Owner's insurance coverage will not extend to the Lessee's belongings:

- Burglary – should your rental unit be burglarized and some or all of your possessions are stolen.
- Water Damage – if a water line broke in your rental unit or other rental units in the building, ruining your rental unit and your Possessions, or just your possessions, University Student Apartment Management /Owners insurance would cover damages to the building only, but **NOT** your possessions or personal property.
- Fire – in the instance of a fire, again the insurance of University Student Apartment Management /Owners insurance would only cover the building, **NOT** your personal property or possessions.
- **INSURANCE: LESSEES** are required to purchase a renter's insurance policy to cover personal property within the premises, and submit a copy of the policy with the Agent name and policy number to the Lessor. **IF YOU DO NOT PURCHASE RENTERS INSURANCE, YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ANY AND ALL DAMAGE TO PERSONAL PROPERTY, AS WELL AS TO DAMAGE TO THE UNIT CAUSED BY NEGLIGENCE, BE IT FROM THE LESSEES NEGLIGENCE OR THAT OF ANOTHER TENANT IN THE BUILDING.** The LESSOR does not carry such coverage, nor is it available for LESSOR to purchase. LESSOR will maintain liability insurance and property taxes.



I/WE have read this statement and acknowledge receipt of this information by signature below:

LESSEE: _____

DATE: _____

LESSEE: _____

LESSEE: _____

(Authorized agent for owner)

LESSEE: _____

ATTACHMENT C

RULES AND REGULATIONS

Welcome and thank you for choosing us for your new home. The following rules and regulations have been designed with your comfort and convenience in mind. Please keep in mind that these rules **are considered part of your lease agreement** and must be followed by all Tenants and guests.

MAINTENANCE TIPS

In case of a power failure, if you can, please check the circuit breaker inside before reporting it to the office.

Please use a cutting board rather than chopping and cutting on the kitchen counter tops.

Plumbing: It is required that all tenants keep on hand a household plunger to be used for sewage stoppage. There will be a \$45.00 charge anytime maintenance has to come out for a plumbing problem that requires simply plunging. If you have a draining problem and AFTER using the plunger, you are unable to correct it, please submit a work order via the mail address provided.

DO NOT put paper towels, sanitary napkins, tampons and/or Q-tips in the toilet. If upon repairs from maintenance these items are found to be the problem, you will be charged accordingly for the repairs. We do not have garbage disposals in any of our units; please make sure you only put liquids down the drains, no grease, food, or oils. If these items are found to be the problem with your plumbing, you will be charged for repairs.

MISCELLANEOUS INFORMATION

Please notify the office of any burned out exterior lights in common areas; we will replace any light bulbs that are burnt out in your apartment if you cannot reach them, although you must supply the light bulb.

No modifications of the apartment walls, shelves, or closets may be made without prior written consent of Lessor.

Due to fire codes, the utility closets are **NOT** to be used as storage.

Charcoal or gas grills are not permitted.

Group alcohol parties are **STRICTLY PROHIBITED** in the building units, hallways, decks, or parking lots. If management witnesses any parties and/or receives more than 3 complaints, this is considered a violation of your lease agreement and grounds for eviction. If Management or their appointed representative is called to a property for any kind of disruption, the responsible parties will at management's discretion be charged a fee of One Hundred (\$100.00) Dollars for the First (1st) hour management is on the property and Fifty (\$50.00) dollars per hour for each additional hour thereafter. Any damages to premises or property of University Student Apartment Management caused by Tenants and/or guest as a result of a group alcohol party, the Tenants will be solely responsible to pay for those damages.

You must use power strips only for additional outlets, **extension cords are not permitted.** This is required by the City Code Enforcement, if you fail to comply, you can be ticketed and fined.

The move out checklist must be followed completely (unless otherwise written by owner or manager only). All carpets in the unit must be professionally steamed cleaned by an authorized business (unless otherwise written by owner or manager only) and a receipt must be submitted to the office.

Any Tenants who has garbage of any type in or on the decks, hallways, or any common area, **will be charged a fee of no less than \$45.00 per item**, if maintenance removes them.

We will not tolerate garbage of any kind being left inside or outside of apartments or buildings. All Tenants are responsible for the cleanliness of apartments and common areas; we will give you two (2) days to clean it or will have it cleaned to our satisfaction at YOUR Expense.

No items are to be stored or draped over balconies or decks as to view from the exterior.

We do not provide window coverings or blinds, if they are there upon move in, they are to stay with the apartment. If you provide your own coverings, you may take them with you upon lease expiration.

We do not replace screens, if you find that your unit is missing a screen, please write it down on your move in inspection sheet, you may purchase replacement screens and take them with you when you move out.

KEYS

Management must approve of any change of locks. In case of emergency, it is necessary for management to have a key to any addition or replacement locks that were not originally provided upon move. It is imperative that we have access to your unit in order to perform routine work and handle emergency situations.

There will be a minimum charge of \$55.00 for any lock that needs to be changed for any reason.

If you lock yourself out of your apartment during office hours, there is no charge to borrow a key; it must be returned immediately, if not returned at all, there will be a \$55.00 charge. However, if you are locked out after office hours, there is a **\$100.00** charge for any person to come out and let you into your unit. **The fee must be paid to the person letting you in by cash or check and is non-negotiable.** Photo ID required and only persons who signed the lease will be let in. **NO EXCEPTIONS. We do not have to come for a lock out; it is at our discretion and is a courtesy.**

The owner is not responsible for loss due to fire and/or theft or other injuries incurred by a Tenant or his/her guest. **THE TENANTS ARE RESPONSIBLE FOR SECURING ADEQUATE INSURANCE FOR PERSONAL PROPERTY AND LIABILITY.**

PARKING

You must register your vehicle with the office **and** obtain a Parking Permit in order to avoid being towed at owner's expense. Vehicles without current inspection stickers and license plates, abandoned or inoperable vehicles will be towed at owner's expense. Landlord is not responsible for damages that may occur to vehicles during towing. It is your responsibility to notify the office if you change your vehicle and must purchase a new sticker, the cost is \$25.00 and return your old sticker to the office.

Parking fees vary per property and are subject to change without notice. You must be a signer on the lease to obtain a parking permit. Guest parking, when available, must have a temporary pass displayed.

Owners are not responsible for any damage to a vehicle or vehicle's contents in any parking lot, park at your own risk. **Parking is a privilege and is not a guaranteed right. It can be revoked at the total discretion of management at any time.**

If for any reason you no longer require a parking space, there is NO refund on money already paid.

PENALTIES FOR EARLY LEASE TERMINATION

As of January 1, 2004 the procedure for early lease termination is:
Management **MUST** approve, and any decision to allow a lease break is solely at Lessors' discretion.
You must be six (6) months into your lease agreement
A thirty (30) day written notice required.
Your whole security deposit is forfeited.
Penalty equal to TWO (2) TIMES THE MONTHLY RENT in paragraph 2 of your lease agreement must be paid prior to vacating.
Any and all concessions for any reason must be paid back in full prior to vacating.
If these are not met, we will pursue the full amount of the lease agreement against all Lease holders.
This is only a valid choice if all Lessees move out before expiration of the original lease agreement; any person may sublease if they choose.
Tenants will be financially responsible for any damage to the apartment, furniture, appliances, building, grounds, or any other property belonging to the Owner caused by acts on the part of the Tenant or Tenants guests or invitees. Tenants shall also be responsible for any damage to the dwelling beneath caused by over-flow from toilet, sink, shower/tub or refrigerator drains or plumbing due to Tenant's negligence or lack of due diligence.

EMERGENCY CALLS

Emergency matters will receive our prompt handling, we ask your assistance in one respect where the matter is not an emergency in nature, we would appreciate you bringing the problem to our attention during office hours, Monday-Friday: 9:00 a.m. to 4:00 p.m.

OFFICE NUMBER 304-241-4449 (leave a message after hours)

EMERGENCY CALLS: 724-317-6755

Non-Emergency call outs are subject to a service fee of \$45.00 per hour (Billed in two (2) hour increments.

We invite you to call the office whenever you have an administrative problem. **Maintenance requests must be submitted via email on the web portal.** Our intention is to handle all matters that you bring to our attention on the day of the call. Sometimes, as you will understand, this is not always possible.

ATTACHMENT D

MOVE OUT CHECKLIST FOR ALL PROPERTIES

We'd like to assure that your full Security Deposit is returned after you move. Please follow the guidelines below and we will return your security deposit within 60 days after vacating.

1. Empty and clean closets, cupboards and any storage area.
2. Clean all kitchen appliances, inside and outside, and behind and under appliances.
3. Clean floors, walls, windows, ceilings, and woodwork and leave in good condition.
4. Vacuum and **have carpet professionally cleaned, and bring management a receipt.**
5. Remove all trash and put in appropriate dumpster.
6. Replace any light bulbs that are burnt out or missing.
7. Be certain that all rent and related charges are paid and account is correct.
8. Leave your forwarding address, in writing with Management.
9. All apartment and mailbox keys returned to the office.
10. All receipts returned to the office

Should any of the following items be missing, damaged, or inoperative, our standard replacement will be charged to you.

- | | |
|--------------------------------|---|
| * Light bulbs | * Shelves for refrigerator, range, med. Cabinet |
| * Light fixtures | * Refrigerator ice cube trays, butter dish |
| * Windows and screens | * Range burners, drip pans, broiler pan |
| * Any doors | * Sink stoppers |
| *Carpeting and floor coverings | * other specified items |

If cleaning the apartment is necessary, there will be extra charges deducted from your security deposit. The prices listed on the "Standard Damage Charge List" are a guideline and are subject to change without notice. We will provide you with an itemized list of deductions. Any charges not covered after deduction from security deposit will be billed directly to the Lessee(s), if there is a balance due, the responsible person(s) will have 30 days to pay the entire balance before it is turned over to a private company for collection.

Thank you for your cooperation in helping us make sure your apartment is in shape for its new tenants. They will appreciate its clean; move in condition as much as you did.

X _____
initial

X _____
initial

X _____
initial

X _____
initial

ATTACHMENT E

Standard Damage/Cleaning Minimum Charge List

1	Vacuum Floors	\$15.00	Per Room
2	Vacuum Furniture	\$15.00	Per Item
3	Mop Floors	\$15.00	Per Room
4	Dust Furniture	\$7.00	Per Item
5	Wipe Walls	\$17.00	Per Hour
6	Paint Walls	\$30.00	Per Hour
7	Clean Stove	\$35.00	Per Unit
8	Clean Refrigerator	\$35.00	Per Unit
9	Clean Microwave	\$25.00	Per Unit
10	Clean Dishwasher	\$35.00	Per Unit
11	Basic General Repairs	\$30.00	Per Hour
12	Clean Tub/Shower	\$35.00	Per Unit
13	General Cleaning	\$20.00	Per Hour
14	Cleaning Toilet	\$35.00	Per Unit
15	Clean Sinks	\$15.00	Per Item
17	Garbage Removal	\$25.00+	Per Item
17	Carpet Cleaning	\$.45	Sq. Ft.

Minimum charges for missing or damaged furniture

1	Microwave (countertop)	\$150.00	Per Item
2	Microwave (built in)	\$300.00	Per Item
3	Refrigerator	\$500.00	Per Item
4	Stove/oven	\$500.00	Per Item
5	Dishwasher	\$450.00	Per Item
6			Per Item
7			Per Item
8			Per Item
9			Per Item
10			Per Item
11			Per Item

x_____ x_____ x_____ x_____

Int Int Int Int

ATTACHMENT F

COLLECTION POLICY

- 1. Your rent is due on the of each month.
- 2. A grace period of Five (5) days are as follows:

 Rent due on the 1st – rent is late on the 6th of each month.
 Rent due on the 15th – rent is late on the 20th of each month.
 (It does not matter what day of the week this date falls on)
- 3. If rent has not been received by or on the 5th day, a late fee of \$50.00 will be applied, due and payable, no exceptions.
 Late Fees are applied to each person on the lease who is late
- 4. If rental payments are mailed or placed in the outside drop box, we post them to accounts on the day we receive them, not the postmark or date written on the check or money order.
- 5. You will receive 1 late notice, if no rent has been received by the 10th day of the notice, we will start eviction proceedings.
- 6. Please remember, that any person who is late and does not pay the late fee, the fee is applied to the account balance of the apartment.

 All Lessee(s) responsible for any balance due, regardless of who is responsible for those charges or fees applied to the unit.
- 7. Late fees will not be waived for any reason. Please don't ask.

I/WE understand and accept this collection policy set forth by University Student Apartment Management.

Lessee	Date	Lessee	Date
Lessee	Date	Lessee	Date
Authorized agent for Owner			

ATTACHMENT G

BED BUG ADDENDUM

Our goal is to maintain a high quality living environment for our residents. It is important that we work together to prevent the infestation of bed bugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This addendum contains important information for you and sets forth responsibilities for both landlord and tenant.

Prior Infestation – Landlord agrees that we are not aware of any current infestation or presence of bedbugs in the apartment. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.

Infestation during tenancy - Tenant must report any pest infestation and/or problems with the leases premises as soon as it is noticed. This includes but is not limited to bedbugs, roaches, ants, carpenter ants, termites, mice or rats. Tenant acknowledges that second hand furniture, beddings, clothing, linens, vacuums/sweeper, etc. may contain bedbugs and/or their eggs and tenant acknowledges that purchasing/using said items increases their risk of bed bug infestation.

Tenant agrees that they are not aware of any bedbug infestation or presence in any of your furniture, clothing or personal property and possession and have fully disclosed to the Landlord of any previous bedbug infestation which you may have experienced.

Duty to report- Tenant must report any signs of bedbugs immediately and in writing. Do not wait. Even a few bedbugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive.

Tenant Cooperation - Tenant and guests of Tenant agree to cooperate with the Landlord in all efforts and course of actions required to erase and control any pest/bedbug infestation. Tenant's full cooperation shall include but is not limited to; immediately reporting any pest infestation including that of bedbugs to the Landlord, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any pests and or bedbugs. Tenant understands that evacuating the leased premises during and after treatment for a specified time frame may be necessary. Tenant will follow all directions and perform any critical actions to comply with all the post treatment requirements to keep the leased premises pest free and minimize any re-infestations.

If during the term of your tenancy bed bugs appear in the leased premises and a pest control professional determines that the bedbugs originated in your unit, tenant acknowledges and agrees that all necessary treatments for your apartment and other units that may be affected as a result, as well as any additional costs, expenses and losses will be at the tenants' expense.

Indemnification – Under no circumstances shall the Landlord and or agents of the Landlord be held responsible for any of the Tenant's losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its agents and employees from any actions, claims, losses damages, and

expenses, including, but not limited to attorney fees that the Landlord may incur as a result of a bedbug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.

Failure to promptly report bedbugs, failure to comply with treatment instructions, or any other violations of any other provisions of this Addendum shall be a violation of the Residential lease agreement. Said Violations and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjects Tenant to all other damages, costs, legal fees and expenses as stated in your lease and/or this Addendum.

By signing, Tenants acknowledge that they have thoroughly reviewed and fully understand the foregoing bed bug addendum.

Lessee Date

Lessee Date

Lessee Date

Lessee Date

Authorized agent for Owner