

Resident Handbook



Management Office: (507) 385-7977

1600 Warren Street, Suite 7 Mankato, MN 56001 Fax: (507) 385-7739

www.usquaremankato.com

24 Hour Security/On Call Cell Phone: (507) 720-2626

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Landlord and Tenants: Rights and Responsibilities Handbook

Minnesota Statute § 504B.181, subd. 2(b) (2006) requires landlords to notify residential tenants that the "Landlords and Tenants: Rights and Responsibilities" handbook is available to them from the Minnesota Attorney General's office by calling:

651-296-3353 or 1-800-657-3787

TTY: 651-297-7206 or TTY: 1-800-366-4812

You can also get a copy online at:

http://www.ag.state.mn.us/Brochures/pubLandlordTenants.pdf

Welcome to U-Square Apartments

This Resident Handbook is provided to help you identify resident lease obligations and to answer questions that might arise during your residency.

This Resident Handbook may not answer every question you might have, but does answer questions we are asked most frequently.

If you have any other questions, feel free to contact us at the University Square Office, located at:

1600 Warren Street, Suite 7
Mankato, MN 56001
(507) 385-7977
klyons@terratron.org

We will be more than willing to help you any way we can. We look forward to a fun, safe and enjoyable year!

Alan, Kathy and Arland

PAYMENTS

- 1. Application fee (\$24.00) is due at the time of applying. Applicants and cosigners.
- 2. Security Deposit, first & last month's rent is due in full before keys are given out.
- 3. Rent is due by the first of the month unless noted differently on your lease.
- 4. We allow a five-day grace period before we assess a late charge of 8% on the delinquent total of any payments due. This late charge is to create an incentive for prompt payment and to help cover our costs of follow-up. Rents must be received in our office within five days of, and including, the due date on your lease. Any other payments due (late charges, utilities, etc.) have the same due date as your rent. A late charge will be assessed on any checks written incorrectly. If you know your rent is going to be late, please include the 8% late charge.
- 5. All payments received in our office will be applied to oldest charges first (rent, utilities, etc.). Any remaining balance of your payment will then be applied to most recent charges.
- 6. Should we receive more than one NSF check from any one individual we will no longer accept their checks and will require payment by money order or cashier's check. If a bad check is not made good, a criminal charge will be filed with the police. There will be a charge assessed in the amount of \$35.00 for any NSF check we receive plus any additional fees incurred by University Square will be passed down to the tenant.
- 7. All utilities are to be placed in residents name upon move-in date. You will be sent a warning letter and we will bill you if the first utility bill for your unit after you have moved in is sent to our office. A \$50.00 per violation charge will also be assessed.
- 8. Each resident signed on the lease is individually responsible for paying the full amount of their rent and any other money they owe to Management.
- 9. We accept personal, cashier's checks and money orders in the office. You will be emailed instructions to sign up for a resident portal to make ACH and credit card payments online. For cash payments contact the office about obtaining a voucher to pay at CVS Pharmacy. Please note there is a fee for paying with credit card or by voucher.

CHECK-IN PROCEDURE

- 1. **KEYS WILL BE ISSUED** once the entire security deposit, first and last month's rent, parent guaranty, application, and application fee of \$24 have been received in full.
- 2. YOU SHOULD MAKE CONTACT with Xcel Energy who supplies your electricity at (800) 895-4999 and Center Point Energy (if applicable) who supplies your gas at (800) 245-2377 to transfer your utilities to your name without interruption of service. Failure to do so could result in a \$50.00 per month processing charge from our office. Give the utility companies sufficient notice to avoid the inconvenience of delays or interruption of service. Residents are responsible to pay electricity and gas (if applicable).
- 3. **CABLE AND INTERNET are provided by Consolidated Communications.** The phone number is 507-387-1151. Contact the U-Square office to get your apartment's account number if you do not have it already.
- **4. ARRANGEMENTS FOR PICKUP OF KEYS** Before your move in date you will receive an email containing a move-in presentation along with a link to sign up for a move in date/time.
- 5. USE EXTREME CARE IN MOVING ITEMS INTO THE UNIT. Use particular care around corners, in hallways, stairwells and in doorways to avoid scuffs, dents or scratches to your furnishings and apartment.
- 6. AN APARTMENT CHECK-IN SHEET IS PROVIDED AT CHECK-IN for your use in identifying any problems or damage you find in your apartment at move-in. Please fill out thoroughly, sign and date. If you do not receive a check-in sheet from us, contact our office so we can provide one for you. WE MUST RECEIVE YOUR SIGNED, DATED CHECK-IN SHEET WITHIN 7 DAYS AFTER YOU MOVE IN FOR IT TO BE VALID.
- 7. **IF YOU ENCOUNTER ANY MAJOR PROBLEMS UPON MOVE-IN** (i.e., plumbing leaks, electrical or heating malfunction, etc.) please contact with the University Square Office at 507-385-7977 so repairs may be made immediately.
- 8. NOTIFY US OF ANY CLEANING ISSUES IMMEDIATELY UPON MOVE-IN so we can have the opportunity to correct the situation. If we are notified days or months after move-in, the information will be considered invalid and we'll expect your unit to be left in a clean and tenantable condition when you vacate.
- 9. CALL YOUR LOCAL MUNICIPALITY to find out about local shelter locations in case of a weather-related emergency.

GENERAL TIPS FOR CARE AND UPKEEP OF YOUR APARTMENT

- 1. FOR REGULAR MAINTENANCE ISSUES fill out a work order on your tenant portal. For after-hours maintenance emergencies call the security phone at (507) 720-2626.
- 2. IF YOUR BUILDING IS EQUIPPED WITH A FIRE ALARM SYSTEM. If the alarm sounds, move to safety. If there is a fire, or if the alarm is mistakenly tripped, please notify the on-call Resident Manager at (507) 720-2626. If your unit smoke alarm sounds, move to safety. If no evidence of fire is present, it has probably been activated by cooking smoke or the slight dust when the heaters are first turned on. If a false alarm, the buzzer will quit ringing as soon as the cooking or heater residue smoke clears. The smoke detectors will chirp when the 9-volt battery is low and needs to be replaced.
- 3. YOUR SMOKE ALARM IS OPERABLE UPON YOUR OCCUPANCY DATE. With your signature on your lease, it becomes your responsibility to test your detectors to make sure they are working properly. You are also responsible to notify maintenance via a maintenance request through your tenant portal if the detectors become inoperable. University Square will replace battery or repair / replace said smoke detector within a reasonable time as per maintenance scheduling.
- 4. WE PLOW PARKING AREAS AFTER 3" OR LARGER SNOWFALLS. We shovel all significant snows from walks. You will be responsible to remove all vehicles, upon notification of management, to required areas at designated times. Cars left in the lot may be plowed in and Resident is responsible to shovel out. PLEASE BE PATIENT! The people who are plowing the lots for us also have other lots to do. Keep cars out until the plowing is done. Please report any slippery spots to the management office.
- 5. STORE BIKES in outdoor racks provided using a thicker/stronger anti-theft style lock. DO NOT leave bikes in the halls or entries. Damage to carpeting from oil leaks will be charged to Residents. Keep motorcycles parked on concrete pads as the kickstand will sink into and damage paving. If cement areas are occupied and you park your motorcycle on pavement, place a wood block under your kick stand to prevent damage to the paving. Motorcycles are absolutely not allowed indoors. Please register bikes and motorcycles with the office.
- **6. NO VEHICLE WASHING ON THE GROUNDS.** Outside faucets are not provided for Resident's use and cannot be used for any reason.
- 7. DO NOT PROP MAIN ENTRY DOORS OPEN with rocks, sticks, carpet remnants or any other material. Door propping results in bug and rodent infestation, damaged door frames and increased electricity costs. Cost of replacement of damaged frames and vermin eradication due to propping the doors open will be assessed equally against Residents residing at the building. IF YOU SEE A DOOR PROPPED-CLOSE IT and dispose of whatever was being used to prop it open! Any individual caught propping a door open will be fined \$50.00 for each offense.
- 8. IF YOU HAVE A STACKABLE WASHER/DRYER DO NOT OVERFILL THE TUB WITH CLOTHES AS IT WILL CAUSE THE WATER TO OVERFLOW AND LEAK OUT ON TO THE FLOOR. Overfilling the washer tub with clothes also creates unnecessary wear and tear on the washing machine and results in poorly cleaned clothes.
- 11. USE OF PORTABLE HEATING UNITS OF ANY KIND-ELECTRIC OR FUEL POWERED-IS NOT ALLOWED UNDER ANY CIRCUMSTANCES.
- 12. FLAMMABLE PRODUCTS AND DEVICES ARE PROHIBITED FROM BEING STORED OR USED IN APARTMENT UNITS, ANY COMMON AREA OF THE PREMISES, OR ON THE GROUNDS. Such items include explosives, gasoline, blow torches, and any type of petroleum products, gas grills. Such use or storage of these items on premises will jeopardize the insurance coverage of the building and will be considered a breach of lease.

- 13. LIGHT BULBS. Please fill out a maintenance request on your tenant portal as light bulbs burn out so they can be replaced.
- 14. AIR CONDITIONING. Your air conditioner will be most efficient in hot weather if you keep your drapes closed during the day and keep your air conditioner running on low in order to provide a continuous, efficient, and cooling of your apartment. If you leave your air conditioner off when you are gone all day-then come home and try to draw all of the heat out of your apartment at that time-you will have to run it on high, it will take a long time to pull all of the hot air and humidity out of the apartment, and will cost more to operate. If run continuously, it may freeze up and be unusable for a time. Service calls to simply thaw out the A/C because the setting was too high or to close the outside air vent are charged to Resident. At no time should your air conditioning be set below 68 degrees.
- **15. COMMERCIAL USE** of your apartment is prohibited in the terms of your lease. This would include but not be limited to running a day care (licensed or unlicensed).
- 20. SIGNAGE of any kind is not allowed to be displayed in apartment windows or on the balconies.
- 21. NO UNLICENSED OR NON-OPERATIONAL MOTOR VEHICLES or other non-motorized vehicles such as boats, campers, trailers, etc. may be kept or stored on the premises except by written permission of the owner. Storage of these items must be arranged by owner of item off premises.
- **22. SATELLITE DISHES OF ANY KIND** are not allowed to be installed on the building or grounds in any manner. Any other building attachments are not allowed without management's written permission.

AVOIDING CHARGEABLE DAMAGES

Because we want to return your security deposit with no or very few deductions, we are providing you with the following summary list of commonly damaged and chargeable items. We are also providing you with tips and suggestions for avoiding these damages.

- 1. UNIVERSITY SQUARE HAS AND ENFORCES A "NO PARTY POLICY" FOR ALL PROPERTIES. By enforcing a NO PARTY POLICY, our goal is a dual one: To alleviate damages that occur to our buildings and properties during party type gatherings and to keep the atmosphere at all of our properties such that our Residents respect each other's right to peace and quiet and can expect to have quiet enjoyment of their home. The term "Party" refers to any situation considered by Management to be loud and unruly or an infringement on other residents' rights to peace and quiet. In the event that Residents shall violate this provision, they shall remit the amount of \$300 to Management as and for liquidated damages, payable immediately.
- 2. UNIVERSITY SQUARE HAS AND ENFORCES A "NO BULK ALCOHOL" POLICY. ABSOLUTELY no large quantity alcoholic beverages of any kind allowed on premises or on the grounds. This includes but is not limited to beer kegs and wops. In the event Residents shall violate this provision, they shall remit the sum of \$400.00 to Management as and for liquidation damages, payable immediately. The first offense will be \$400.00 and the second offense will be eviction from your apartment while still owing rent until the room/apartment is re-rented.
- 3. ABSOLUTELY NO PETS, VISITING OR OTHERWISE, IN THE APARTMENT UNITS OR ON THE PROPERTY GROUNDS without prior management approval. In the event that Residents violate this provision, they will pay the sum of \$100.00 to Management payable immediately. "Pet Sitting" is not allowed. No fish tanks of any sort are allowed without written consent of management.
- 4. DO NOT ATTACH MIRRORS OF ANY KIND, SELF-ADHESIVE OF ANY KIND, OR USE TACKS ON ANY OF THE INTERIOR DOORS IN THE UNITS. Self-adhesives tear the veneer off the door when removed. Any kind of screws, nails, or tacks used in the doors leave unsightly holes. Pictures, posters, plants, etc., may be mounted on walls or ceiling only on hangers already available or with very small tack type nails. DO NOT UNDER ANY CIRCUMSTANCES; USE ADHESIVE TYPE ATTACHMENTS ANYWHERE IN THE APARTMENT. Self-adhesive attachments also damage paint and sheetrock when removed. Repair of resulting damage from the use of self-adhesive type attachments will be charged to the Resident. Do not push, kick or force interior doors open if they are closed or locked. This will result in damage to both doors and door frames which can be quite costly to repair. Repair of such damage will be charged to the Resident.
- 5. DO NOT ATTEMPT TO REMOVE WINDOWS AND SCREENS. They are difficult to remove correctly and can be easily damaged. Damage resulting from window removal efforts will be billed to the resident. There will be no entrance to the back roof at any time. In addition, any doors and/or windows that are damaged during your residency are your cost to replace.
- 6. WATERBEDS MAY NOT BE SET UP and are not allowed.
- 7. RENTER'S INSURANCE is inexpensive and recommended highly by our office, as our building owner's policy provides no coverage for your personal belongings. This would include any vandalism or accidental damage to premises. We would be happy to provide you with the name of an insurance company. You can contact any reputable insurance agent to bind this type of coverage for you. Rates for renter's insurance vary so shop around.
- 8. FOR THOSE OF YOU WHO PUT UP CHRISTMAS TREES, live Christmas trees are prohibited as they may dry out making them a fire hazard. Do not lay the tree lights on the carpet to check them as the intense heat will burn holes in the carpet. Do not leave tree lights on when you are sleeping or out of the apartment. No Christmas lighting is allowed on the balconies or outside of the apartment. A fine of \$300 will be assessed on each person's account that violates this specification.
- 9. CARPET AND INLAID VINYL MAINTENANCE must be a regular activity to avoid severe wear and tear on the apartment flooring and charges at checkout. If there is evidence of carpet deterioration or vinyl damage beyond the normal wear due to abuse and/or lack of regular maintenance, we will pro-rate and make a deduction from security deposit for shortened carpet or vinyl life. Vacuum carpets at least weekly. If you do not have a vacuum cleaner, invest in one. Regular vacuuming or cleaning of your flooring will greatly deter excessive wear and tear. Remove wet and dirty footwear on inlaid areas rather than tracking in on flooring. Keep food and beverage off of carpet areas. Flooring that has to be replaced because of food and beverage stains is at Resident's expense. Informational, red Kool-Aid stains are almost always permanent. Use extreme care with solvents such as fingernail polish remover and any other materials that could stain flooring. Wet swimming suits left on carpeting will leave non-removable bleached, colorless stains. Shampoo carpets as needed during residency. Keep sharp, unprotected chair and table legs off the inlaid as it may tear. Do not move appliances as they may tear the inlaid. Do not use chairs with rollers on the vinyl covered flooring as the rollers damage the poured sub-flooring underneath of the vinyl causing the glue under the vinyl to let loose and the vinyl to separate from the poured

flooring. Sweep and wash vinyl at least weekly. Do not use wax on any wax vinyl floors. This is extremely difficult to remove and also acts as a sealer over the top of any soil under the wax. The wax must then be removed before the soiled areas can be cleaned. Residents will be charged for this wax removal. Permanent non-removable stain charges are assessed on a per stain basis if the flooring does not have to be replaced. Excessive wear and tear is charged on a pro-rated basis if flooring has not been damaged badly enough to necessitate immediate replacement, but damaged to the point that replacement will be necessary before the flooring is lifted out. Reasons for this assessment would include but not be limited to lack of care to carpets causing excessive wear and matting to carpet and discoloration of vinyl due to lack of regular cleaning or from using rugs that discolor flooring

- 10. USE NON-ABRASIVE CLEANERS FOR HOUSEHOLD CLEANING. Avoid the use of SOS, Comet, and similar abrasive cleaners as these leave scratch marks. We suggest 409 Tub and Tile Cleaner, Mr. Clean, and other non-abrasive cleaners for household cleaning. Additionally, Management prohibits the use of Drano, Lye, Liquid Plumber, and other drain opening chemicals. If your drains become plugged and you are unable to loosen the plugged debris with the use of a plunger, contact maintenance to come in and check the problem. Maintenance will take whatever action is necessary to remedy the problem.
- 11. DO NOT USE THE COUNTERTOP TO CUT ON. Please use a cutting board. Repair or replacement of damaged countertops will be charged to the Resident.
- 12. MICROWAVE OVEN, remember that no metal items can be placed in the microwave. Damage due to misuse will be charged to the Resident. Unclean food particles left in microwaves can cause a fire inside the microwave during use. Any resulting damage attributed to non-cleanliness of the microwave will be charged to Resident. Be sure to keep the microwave thoroughly cleaned at all times.
- 13. DISHWASHERS. USE ONLY DETERGENT SPECIFICALLY RECOMMENDED FOR DISHWASHERS. Use of regular dishwashing liquids will cause your dishwasher to plug with suds and overflow. You will also need to use a drying agent such as Jet Dry to make sure your dishes dry properly. IF A PLUMBER OR SERVICE TECHNICIAN IS SENT OUT ON A CALL OF THIS TYPE AND THEY INFORM US THE ONLY PROBLEM IS THAT THE RESIDENT HAS USED THE WRONG SOAP IN THE DISHWASHER, THE RESIDENT WILL BE CHARGED FOR THE PLUMBER OR TECHNICIAN'S SERVICE CALL. It is very important to rinse off your dishes before putting them in the dishwasher.
- 14. IF YOU NOTICE A BUILDUP OF MOISTURE ON THE OUTSIDE OF YOUR REFRIGERATOR between the freezer and refrigerator sections, there may be a switch on the inside of the refrigerator that you can change in order to control that humidity buildup. It would be located inside the top of the refrigerator section toward the back of the refrigerator. There are instructions on the switch indicating which way it must be set in order to control the humidity buildup on the outside. If you have a frost build-up in the freezer, thaw by turning the unit off. NEVER CHIP WITH ANY SHARP OR POINTED OBJECT.
- **15. REFRIGERATOR/FREEZERS** by nature are subject to condensation. For this reason, extra refrigerator/freezers should never be placed on carpeted areas in the apartment. Doing so will result in rust stains on the carpeting and charges for this type of damage.
- 16. GARBAGE DISPOSALS are not included in the units.
- 17. APPLIANCE REPAIRS. Resident must not attempt any appliance repairs. Fill out a work order on the tenant portal so we can have qualified people make any necessary repairs. Any repair costs that are the result of attempted self-repair on the part of the Resident will be charged to the Resident. Likewise, any required repairs that are the result of Resident caused negligence, will be charged to the Resident. Unnecessary service calls are also considered resident negligence. NOTE: Unnecessary service calls to outside vendors made by Management or local caretakers at the request of Residents, are considered Resident negligence and will be charged to Resident (examples including but not limited to: dishwasher overflows due to use of wrong soap or too much soap by Resident; washer leaks due to being overloaded by Resident; washer noisy from clothes being out of balance; no power to an appliance or an outlet and the breaker is either just shut off or popped and could have been re-set by Resident). Also, there is no reimbursement/compensation available to Residents from Management for mechanical breakdowns of appliances due to age and/or normal use.
- 18. KEEP CHAIRS AND FURNITURE A MINIMUM OF 6" AWAY FROM WALLS so as to avoid damage to the walls from the furniture rubbing against it. Repair of damage of this type is charged to the Resident.
- 19. PAINTING. Keep furniture away from walls. Scuff damage on walls is very difficult to remove and many times will require painting that will be charged to the resident. Resident is not to do any painting or touchups in the apartment. Using incorrect paint color for touch ups and/or painting most often results in the job having to be redone by our maintenance people. Any re-do of paint job or touchups in the apartment will be charged to the resident. Do not attempt to fill nail holes. Touch-up painting is done at no charge if it is minimal and it does not affect the aesthetics of the unit. If walls are damaged or soiled to the extent touch-ups will not bring the unit back to a rentable state, we are forced to paint before the end of the normal life expectancy of a paint job. The resulting cost of paint life that was lost to us is prorated and charged to the resident.

- 20. YOU ARE RESPONSIBLE FOR MAINTENANCE OF THE AREA DIRECTLY AROUND YOUR UNIT, FRONT AND REAR. We have a maintenance person, resident managers and the landlord who will keep watch of the building for us and pick up things that are an eyesore if you do not do so. If these people have to clean up areas around specific units, there will be a garbage removal/ clean-up fee for any clean-up of garbage left in common hallways, or anywhere on the premises (other than in the dumpster) that our maintenance people, resident managers or landlord have to dispose of. Please note that unattended items left in the yard, halls, parking area or any common area will be assumed abandoned and brought to the office. Those items will only be stored for a period of 30 days. A retrieval fee will be charged before any items will be released. If no one has called to make arrangements for pick up, the items will be disposed of. It is important that the building grounds and premises be kept cleaned and picked up at all times. You will be fined \$50 for any garbage left in the hallways or common areas.
- 21. LOCKOUTS. During office hours please stop in to be let into your apartment. After hours and on the weekends contact Security at 507-720-2626. If this happens multiple times, we may charge a \$50.00 lockout fee.
- 22. AT TIMES YOUR BATHTUB DRAIN OR SINK MAY SEEM NOT TO DRAIN VERY WELL. This is normally attributed to hair and debris buildup under the plug from baths and/or showers. We recommend hair catchers to help prevent this issue. Please place a work order on the tenant portal to have maintenance repair.
- 23. YOU WILL NEED TO KEEP A PLUNGER ON HAND in the event your bathroom stool should plug. If we have to send in a maintenance person or plumber to unplug a bathroom stool or sink and we find it to be a resident caused problem, that expense is charged to the Resident. DO NOT dispose of Kleenex in your stool. Kleenex does not break down like toilet tissue does and will have a tendency to plug your stool. If you have tried plunging your stool and it still will not flush, then call maintenance. If all maintenance has to do is plunge the stool to clear it, the service call is charged to Resident(s). DO NOT dispose of personal hygiene items in the stool, as they can cause the stool to plug as well.
- **24. MINI BLINDS.** Dust blinds before moving out. Do not hang anything off them. Any damage is the tenant's responsibility.
- 25. RESIDENT IS RESPONSIBLE TO KEEP ENOUGH HEAT ON TO PREVENT FREEZING OF PIPES. Keep heat at a minimum of 55 degrees. Damage due to frozen pipes can amount to thousands of dollars and Resident shall be responsible for the cost of any repairs. Do not shut off your breakers during Christmas or any other vacations since this would shut off all of your heat.
- 26. MOISTURE AND CONDENSATION ON WINDOWS is a sure sign that too much moisture is present in your apartment. Run exhaust fans enough to keep humidity levels down under 25% during the heating season. Moisture caused damage will be charged to the Resident. NEVER use vaporizers or humidifiers. Because your unit is heated with a non-combustion heat system, humidity levels will be adequate without these devices.
- 27. DO NOT BURN CANDLES, INCENSE, OIL LAMPS, POTPOURRI, OR ANYTHING THAT EMITS A FLAME, OIL OR SMOKE SUBSTANCE IS THE PROCESS OF USE. Not only is it a fire hazard but the smoke and soot will deposit on drapes, walls and ceilings. Whatever is in the air in your apartment will be circulated through the HVAC units and deposited on to the walls and mini blinds. Smoking of any kind, burned food from cooking and excessive aerosol use will have the same effect. Please use your ventilating fans to draw out any smoke should you burn food in your unit. In cases where there has been heavy use of any of the preceding, we have seen entire rooms with blackened walls and mini blinds. All smoking should be done by the dumpster area or on the balcony.
- 28. U-SQUARE IS A SMOKE FREE PROPERTY THERE IS NO SMOKING of any kind (this includes E-Cigs) in the apartments, hallways, balconies or stairwells of the buildings. If you are caught smoking in any of these places you will be fined \$100.
- 29. DRYING CLOTHES. Do not hang clothes in the apartments to dry. This puts extra unneeded moisture into the unit which in turn causes condensation on windows which can damage the wood framing. No hanging clothes to dry on the balconies.
- 30. USE THE APPROPRIATE PARKING LOT AT ALL TIMES (adhere to local ordinances). ANYONE WHO PARKS ON THE LAWNS OR PARKS IN ANY OF THE DRIVE AREAS WILL BE CITED AND FINED BY THE LOCAL POLICE DEPARTMENT AND WILL BE ASSESSED FOR ALL DAMAGES TO SOD BY UNIVERSITY SQUARE VILLLAGE. ABSOLUTELY NO PARKING IN FIRE LANES AT ANY TIME. LOCAL AUTHORITIES WILL TICKET AND TOW VEHICLES PARKED IN FIRE LANES. We will assess a liquidated damages fee of \$50 to any vehicle owner who neglects to observe this Resident Handbook provision. Failure to park in your proper designated area may result in towing at the vehicle owners' expense.
- **31. VISITOR PARKING** is allowed in designated areas only. The tenant who is having the visitor needs to stop into the office during business hours to pick up a visitor parking pass. You can also contact Security at 507-720-2626 after hours (but before 9 pm) and on weekends to pick up passes. Failure to do so may result in your visitor's vehicle getting towed at the vehicle owner's expense.

- **32. NO VEHICLE REPAIR OR MAINTENANCE WORK MAY BE PERFORMED** on the grounds or in the apartments. Hazardous waste such as discarded tires and oil ARE NOT accepted at the dumpsters. No disabled or unregistered vehicles may be stored on the grounds. Such vehicles will be towed at vehicle owner's expense.
- **33. GRILLING**. No grilling on balconies. From 9AM to 9PM grilling is allowed at our facilities at 234/236 Stadium Road.
- 34. RESIDENTS ARE RESPONSIBLE AND LIABLE FOR THE ACTIONS OF THEIR GUESTS.
- 35. RESIDENTS ARE RESPONSIBLE FOR CALLING LOCAL LAW ENFORCEMENT OFFICIALS AND OBTAINING ANY APPLICABLE POLICE REPORTS AT RESIDENT'S EXPENSE AND FORWARDING REPORT(S) TO MANAGEMENT SHOULD ANY VANDALISM OCCUR WITHIN OR AROUND YOUR UNIT.
- **36. NO FURNITURE IS TO BE KEPT OUTSIDE OF THE APARTMENT** without permission from management, other than patio furniture specifically manufactured for outdoor use and then only if the apartment resident is renting has a patio or deck. Any other furniture found outside will be disposed of. There will be a \$100 fine any inappropriate furniture if you do not remove it immediately.
- **37. FILTER POLICY.** Maintenance will change your furnace filters on a monthly basis. Maintenance will access your apartment whether you are home or not unless otherwise arranged but will notify you the day before.
- **38. INSPECTIONS.** Management will be doing quarterly inspections of all the apartments. You will receive a minimum of a 24-hour notice. If you are not home that day, we will enter your apartment, as allowed in your lease, make the inspection and will then leave a card indicating that we were there. Violations may be issued with follow-up inspection for compliance. The purpose of the inspection is to make sure that the owner's property is being kept in a safe and sanitary condition.
- **39. REAR ROOF ENTRANCE.** Do not remove window screens to access the rear roof at any time. Anyone caught on the rear roof is subject to a \$500 fine for the first offense and eviction for the 2nd offense. If you are subject to eviction, you will still be obligated by your signed lease to make rent payments until you or management finds a replacement for you.
- 40. BALCONY POLICY. Balconies are for your enjoyment. However, use common courtesy when on your balcony. No flicking cigarettes, no throwing objects of any sort off balconies, no spitting, no vulgar language, no signs, no Christmas lighting, no freezers or unapproved furniture and no grilling are allowed on the balconies. Sitting on, leaning or climbing over balcony railings is strictly prohibited. Only furniture approved for outdoor use is allowed on the balconies. Contain the noise level to a minimum with respect to our retail businesses and customers below. Be Respectful. Any violations will result in a \$150 fine for the 1st offense and eviction for the 2nd offense. If you are evicted, you will still be obligated by your signed lease to make rent payments until you or management finds a replacement for you.
- **41. TRASH.** The trash receptacles are for resident use only. Please do not leave trash outside of the receptacles, you will be charged \$50.00 per offense.
- **42. NO LITTERING OR LEAVING GARBAGE** in the hallways or common areas. You will be charged a \$50 fine.

The following is a list of **minimum** charges to be assessed for the indicated damages or cleaning items if needed more involved than typical for a particular item, or if our suppliers invoke price increases, the charge could be higher. These are not the only repairs that might be needed but are some of the most common. Others will be billed on a cost basis.

ITEMS:	QTY	\$ PER ITEM	TOTAL \$
APARTMENT DOOR		\$400.00	
BATTERIES		\$3.00	
BEDROOM DOOR		\$160.00	
BEDROOM SCREEN:			
GROUND FLOOR		\$65.00	
2ND/3RD FLOOR		\$65.00	
BED RM SLIDING WINDOW			
GROUND FLOOR		\$150.00	
2ND/3RD FLOOR		\$155.00	
BED RM STATIONARY WINDOW			
GROUND FLOOR		\$150.00	
2ND/3RD FLOOR		\$155.00	
BI FOLD DOOR		\$100.00	
BLINDS:			
LIVING ROOM		\$85.00	
BEDROOM		\$85.00	
CLOSET DOOR		\$150.00	
CLOSET RODS		\$45.00	
CLOSET SHELVING		\$35.00	
DOOR KNOBS/LOCKS			
BEDROOM		\$50.00	
FRONT		\$75.00	
DRIP PANS:			
SMALL		\$10.00 EACH	
LARGE		\$12.00 EACH	
FIRE EXTINGUISHER		\$50.00	
FRIG:			
FREEZER DOOR		\$150.00	
FRIG DOOR		\$200.00	
DRAWER		\$85.00	
SHELF		\$60.00	

GLOBES GLASS:			
BEDROOM		\$35.00	
HALL		\$35.00	
LIVING ROOM		\$35.00	
GLOBES PLASTIC:		φ35.00	
BEDROOM		\$25.00	
HALL		\$25.00	
LIVING ROOM		\$25.00	
LIVING ROOM		\$23.00	
ITEMS:	QTY	\$ PER ITEM	TOTAL \$
HAUL GARBAGE/FURNITURE	++~:+	\$50/HOUR	1017124
HOLE IN DOOR		REPLACE DOOR	
HOLE IN WALL		\$50/HOUR	
APT KEY		\$50.00	
MAIL BOX KEY		\$50.00	
LABOR PER HOUR		\$50.00	
LIGHT BULBS (higher for energy efficient)		\$2.00	
LIVING ROOM SCREEN:		Ψ2.00	
GROUND FLOOR		\$45.00	
2ND/3RD FLOOR		\$45.00	
LIVING ROOM SLIDING WINDOW		,	
GROUND FLOOR		\$150.00	
2ND/3RD FLOOR		\$155.00	
LIVING RM STATIONARY WINDOW			
GROUND FLOOR		\$150.00	
2ND/3RD FLOOR		\$155.00	
MIRROR W/TRIM		\$250.00	
MIRROR W/O TRIM		\$150.00	
OUTLET COVER		\$3.00	
PAINTING		\$40/HOUR	
PATIO BLINDS		\$185.00	
PEEPHOLE		\$6.00	
RECHARGE FIRE EXTINGUISHER		\$30.00	
SHOWER CURTAIN ROD		\$15.00	
SMOKE DETECTOR		\$30.00	
TANK COVER		\$30.00	
TOILET PAPER HOLDER		\$20.00	
TOILET SEAT		\$15.00	
TOWEL BARS		\$20.00	

PROCEDURE FOR ASSIGNMENT OF LEASE

Lease assignment is used when current Resident under lease has found someone to take over the current lease from said current Resident. Lease assignment is the only way a current Resident may be released from the balance of his/her obligation to University Square and is used ONLY when there is a **complete** turnover of Residents. Legal obligation of lease terms for current Resident does not end until lease assignment is complete and new tenant takes occupancy. Continued rent and utility payments are due until new tenant takes occupancy. Procedure is as follows:

- 1. Residents must notify office of intent. We mail instructions for lease assignment and rental application to Resident for distribution to possible interested parties.
- 2. Resident advertises apartment for rent in newspaper at Resident's expense.
- 3. Resident shows apartment and has any interested prospects complete application.
- 4. Application(s) to be mailed or faxed to office.
- References of applicants to be checked by office. Parent guarantee also needs to be received on the new resident.
- 6. If monies due and all applicable paperwork is completed, an assignment of lease to new Resident is approved. No assignment will be honored unless approved in writing by University Square.
- 7. Current and new Residents meet with company representative to execute assignment of lease.
- 8. New Resident to pay security deposit and application fee.
- 9. Current Resident to move personal belongings out of apartment; do all required cleaning, turn keys over to office. (NEVER, UNDER ANY CIRCUMSTANCES, SHOULD CURRENT RESIDENT TURN APARTMENT KEYS OVER TO NEW RESIDENTS. KEYS MUST BE TURNED IN TO OFFICE. ARRANGEMENT FOR KEYS TO NEW RESIDENT MUST ONLY BE MADE THROUGH OFFICE OR LOCAL MAINTENANCE CONTRACTOR. KEYS ISSUED TO ASSIGNEES BY CURRENT RESIDENTS WILL AUTOMATICALLY RESULT IN A SUBLEASE ARRANGEMENT BETWEEN PARTIES. CURRENT RESIDENTS WILL REMAIN LIABLE FOR LEASE OBLIGATIONS UNTIL END OF LEASE TERM AND SECURITY DEPOSIT OF CURRENT RESIDENT WILL BE HELD TO END OF LEASE TERM.)
- Office representative to complete checkout of apartment for current Resident before assignee moves anything in to apartment.
- 11. Current Resident to receive security deposit back minus any checkout charges or change of lease fees.
- 12. Current records support the following charges as the average fees incurred by University Square for early unit rental: \$250.00

Actual costs incurred may be more or less than above. Charges will cover all costs incurred with re-rental including office time and paperwork involved with the transfer to new resident. To limit your legal liability, we strongly recommend that you do not vacate the premises until a replacement resident is found.

PROCEDURE FOR SUB-LEASE

Sublease is when someone is taking over occupancy for part of a lease period (for example: summer residency) or taking over as a roommate in a multiple roommate occupancy (for example, one new Resident in a group of 5 coresidents). The procedure is as follows:

- 1. Resident desiring to find replacement must notify University Square of intent to sublet. Office will mail applications to resident for distribution to possible interested parties.
- Resident advertises for subtenant at Resident's expense.
- 3. Resident shows apartment and has any interested prospects complete application.
- 4. Applications and application fees shall be submitted to office.
- Subtenant references to be checked by University Square. Parent guarantees need to be received on the new resident.
- If monies due and all applicable paperwork is completed, University Square will give written notice of approval.
- 7. A sub-lease charge or \$200.00 along with written permission from resident is required before written notice of approval will be given.
- 8. Under NO circumstances shall subtenant be given keys or allowed to occupy until written acceptance of sub tenancy is received from University Square. To do so is an act of trespass and criminal charges will be brought.
- 9. Under a sublet the original Resident's deposit is held until the end of the lease. Rent shall be paid by sub-tenant directly to University Square. Any arrangements that subtenant makes with original Resident for partial rent payment is strictly between those two parties. Original Resident must inform University Square of rent payment arrangement with subtenant and University Square expects payment of rent in full on due date as usual. Original resident is responsible for any unpaid rent and utilities.
- 10. The apartment checkout and deposit return will occur at the end of the lease. The original Resident is responsible for the state of the apartment and for any and all damage, abuse or cleaning needed, whether caused by Resident or his or her subtenant. For this reason, we recommend that the Resident collect a deposit from subtenant and have a written agreement between them. We also recommend that the Resident return if possible, at the end of the lease to make sure cleaning is completed. Periodic checks by the Resident during the sub tenancy can help keep damage and abuse by the subtenant under control and help insure the return of more of the original Resident's security deposit.

GUIDE TO MOVE-OUT PROCEDURES

Following is the procedure we require for checkout:

- Be sure to have all apartment keys that were issued to you returned to us at your departure along with your forwarding addresses or mailing of security deposit checks. KEYS AND FORWARDING ADDRESSES SHOULD BE TURNED INTO THE MANAGEMENT OFFICE. IMPORTANT: PLEASE BE SURE YOU GIVE YOUR FORWARDING ADDRESS TO THE POST OFFICE at www.USPS.com. There will be an automatic deduction of \$50.00 from security deposits for each non-returned FOB or mailbox key.
- 2. Notify electric company and gas company to discontinue service on the last day of your lease term. You are responsible for all utility charges until your lease obligation ends.
- 3. As a general rule, we are looking for your apartment to be left in a rentable state with no work necessary to get it in shape for the next Resident. This includes but is not limited to the following:
 - a. carpets vacuumed.
 - b. vinyl flooring swept and mopped.
 - c. kitchen appliances cleaned including refrigerator cleaned and defrosted, oven and drip pans completely cleaned.
 - d. all cupboards wiped inside and out.
 - e. windows, window sills, and blinds cleaned inside (do not attempt to remove windows for cleaning)
 - f. walls and woodwork cleaned.
 - g. bathroom vanity, tub and toilet cleaned / tub and sink drains cleaned of hair and draining running freely.
 - h. light fixtures cleaned.
 - i. all trash removed from unit
- 4. When you leave your unit, ask yourself if you were the new resident moving into this apartment, would you be satisfied with its condition?
- 5. As your lease specifies, the security deposit is not rent and is not applied to the last month's rent payment. It is to provide payment for any damages, cleaning and/or unpaid utility bills. Therefore, last month's rent is due in full in all cases. Failure to make the final rent payment is a breach of contract and will result in legal action.
- 6. Security deposit computations detailing what (if any) charges have been made to the deposits will be completed and mailed within 21 days of the end of your lease. Any deductions made from security deposits are divided equally and deducted from all security deposits held for the lease term. If you are renting with a group of people, some of your group is moving out of your unit and some of you have signed a new lease and are again renting from us, we must complete a checkout of your unit for the people who are moving out. Members of the group who have signed a new lease with us will be required to bring their security deposit on record with us back up to the required amount if any deductions have been made. Members of partial renewal groups who have signed a new lease and are staying in the apartment again for the new lease term are not required to move their belongings out of the apartment and then back in again after the checkout. However, the apartment must have all of the required cleaning complete and be ready for the checkout procedure.
- 7. It is not necessary that you be present during the checkout. It is impossible for us to make appointments for this because of the volume of checkouts we have to do. A copy of the computation detailing charges (if any), along with all security deposit money due you will be mailed within 21 days of the expiration date on your lease. Charges are not assessed until a full review of your file can be done. Your checkout sheet is compared with the previous resident's checkout sheet, along with your check-in sheet and any other notes in your file. The person doing the actual checkouts must note the condition of the apartment and no decisions regarding resident related charges are made at that time. Any belongings left in apartment after the vacate date will be stored at Resident's expense. Arrangements for retrieval of belongings and the charge for same are Resident's responsibility. The moving and storage charge must be paid in full before your belongings are released to you.

Important Note:

8. If you have any questions regarding your computation or if you disagree with any of the charges, we ask that you write to us immediately. We will be more than happy to pull your file and re-check the computation. If we've made an error, an adjustment will be made. However, we do ask that you submit your request for file review to us in writing. Not only does it keep our files complete and accurate, it also allows us time to pull applicable records, pictures taken at the time of the checkout, and to contact the people who were involved with doing your checkout inspection and maintenance. There is generally a significant amount of time involved in getting answers to your questions before we respond. This prevents us from being able to answer questions on the phone.

<u>CLEANING TIPS FOR RESIDENTS</u> (RUBBER GLOVES ARE RECOMMENDED)

- 1. WASHER/DRYER Remove lint filter and soak (if applicable). Spray top, underside of lid, around lint filter area and plastic top of tub with a general-purpose cleaner. Let stand about 5-10 minutes. Spray again and scrub with a tub and tile scrubber or soft scour scrubber or another <u>non-abrasive</u> scrubber. Polish with a dry towel. Scrub lint filter with a soft bristled scrub brush and rinse. Let stand 5-10 minutes and scrub with scrub brush.
- 2. **LIGHT FIXTURES** On **cold** globes spray with window cleaner and polish with lint free dry towels.
- 3. TUB AND TUB ENCLOSURES Use a bathroom cleaner and spray entire enclosure and tub heavily. Work in LIGHTLY with a tub and tile scrubber or soft scour scrubber or another non-abrasive scrubber. (Don't rush the process, let chemical do the work. Pressure will only succeed in scratching the finish and will not remove the water marks or the soap scum.) If really bad spray again and repeat process. Then polish with dry towel. No need to rinse. Be sure to concentrate on area around grab bar and soap holder. Also, be sure to concentrate on undersides of handles and faucet. If it feels rough and scratchy, it's not clean.
- 4. **VINYL FLOORS** Mop vinyl floor last. Use a disinfecting solution. Hand scrub spots using a nonabrasive cleaner.
- 5. **CABINETS, DOORS, WOODWORK** Wipe down both sides of doors, all cupboard faces, interiors shelving and insides of drawers, trim work and any other surfaces with Murphy's Oil Soap.
- 6. REFRIGERATORS Put racks, crisper drawer, and crisper shelf to soak in bathtub overnight in a heavy solution of Jungle Jake or any type of heavy-duty degreaser. Clean up with a tub and tile scrubber or soft scour scrubber or another non-abrasive scrubber. Be sure to lay towel in bottom of tub to prevent scratching the tub. Spray the inside of refrigerator and freezer with a general-purpose cleaner and wait a couple of minutes. Wash off using a clean cloth until cleaner is completely removed and then polish with dry towel. For hard to remove areas, especially the defrost drain, use a tub and tile scrubber or soft scour scrubber or another non-abrasive scrubber. Turn refrigerator off, unscrew light bulb and leave the doors wide open to prevent mildew.
- 7. **DISHWASHER** The outside rims of the dishwasher should be wiped to remove buildup of residue that is commonly found, including the gasket area and at the bottom of the door around the hinges.
- 8. RANGE HOODS Use a tub and tile scrubber or soft scour scrubber or another <u>non-abrasive</u> scrubber and put as much heavy-duty degreaser on it as possible. Let stand a few minutes. Then using one of these scrubbers apply light pressure and gently rub. Soft Scrub on a rough rag works best to remove hardened yellow grease

- spots. Put filter in dishwasher and run through longest setting. Polish with dry towel. Be sure light bulb is off and cold as a wet cloth will cause hot bulb to shatter. Don't forget the underside of the range hood.
- 10. STOVE TOPS Extremely dirty drip pans will not come clean and should be replaced. The black porcelain drip pans in U-Square East can be run through the oven cleaning cycle (not the silver ones though). Clean under burners.
- 11. **OVENS** Use the self-clean feature on your stove to clean the oven. Wipe out any residue left after the cleaning process with a damp rag. If extremely dirty you may have to run a second cycle or use an oven cleaner.
- 12. **MICROWAVES** Clean inside and out. Carefully clean the tray as it is breakable.
- 13. **WINDOWS** Pay close attention to the corners and be sure not to leave "streaks". Window sills should also be washed. If there is a lot of buildup, it would be a good idea to vacuum them first.
- 14. OUTLET AND SWITCH PLATE COVERS Should be washed off.
- 15. **WALLS** Are easily washed with soap and water and a rag or soft sponge.
- 16. BELONGINGS & TRASH Be sure that all items are removed from the premises, including trash. There will be a charge for the removal of any items left, including trash. The charge will be based on the number of items and trash left.
- 17. **CLEAN BALCONY** Sweep and scrub cement and walls. Do not sweep or throw water over the edge into the retail area, you will be fined. For a small additional fee our carpet care company can clean the balcony while cleaning carpet.



SCENTED CANDLES HARBOR SOOT, WARNS EXPERT

AUBURN, APRIL 1, 2000---Homeowners beware: burning scented candles around the home may conjure up more than just the luscious smells of cherry blossoms and spring daisies.

While scented candles are widely used in homes to spruce up the atmosphere, they're also a major cause of soot, which causes ugly blemishes around the home and may even pose health risks.

Soot is a common byproduct of any process involving incomplete combustion of carbon. Fortunately for homeowners, the combustion processes in most household appliances are properly vented to ensure fuels undergo complete combustion.

That's not the case with scented candles. In fact, a Florida study revealed soot particles from candle burning is the culprit behind many ugly blemishes in homes.

Is it really possible for a tiny candle to do so much harm around the home?

"Yes," says Dr. Jesse LaPrade, an Alabama Cooperative Extension System environmental specialist, who stresses that these particles, no matter how small, eventually amount to a big deal over time.

"Airborne soot particles caused from burning candles eventually collide with other airborne particles," LaPrade says. "As these particles grow in size from the tiny collisions, they eventually are forced by gravity to settle on tables, counters and other surfaces around the home."

Adding to the problem is the fact that soot is attracted to cooler surfaces. As a result, wall surfaces over studs as well as air conditioning supply vents, are prone to soot buildup.

Statically charged surfaces, such as medicine cabinets, internal freezer surfaces, plastic vertical blinds and computers also are susceptible to buildup.

If blemishes from these buildups aren't bad enough, soot particles also can affect health.

"Airborne soot particles can be inhaled," LaPrade says, "and since most of these particles are less than one micron in diameter, they can penetrate the deepest areas of the lungs."

Studies of other sources of microscopic soot, such as diesel engines and factory emissions, show these particles enter the lower respiratory tract, including the alveoli, and are not easily discharged. Even worse, burning candle wicks also can produce volatile organic compounds, such as carbon monoxide, and a number of known carcinogens.

Vaporized lead, for example, is a byproduct of wicks reinforced by lead wire supports. Because lead overexposure is a real concern from burning candles, candles with wire wicks should not be burned in homes, LaPrade says.

In addition, there are other precautions homeowners should take to reduce exposure to these problems.

"The most effective approach is to stop burning these candles," says LaPrade. "Barring that, the next best approach is to ventilate the home by opening the windows whenever candles are burned."

While soot buildup is difficult to remove, polar solvents provide the best remedy. For hard plastic surfaces, rubbing alcohol can be used, although "ghosting" may result.

This ghosting effect, which is typical on many plastic surfaces, is caused by the smallest particles that can't be removed.

Consult cleaning services specializing in fire restoration for cleaning other surfaces.

Products with the following characteristics have the highest capacity for causing soot:

- Candles with long, untrimmed wicks exceeding 1/8 inch
- Candles poured into glass jars or ceramic containers
- Candles with soft wax
- Candles with scented wax
- Candles with thick wicks or with a wire core that keeps the wick upright
- Candles with soot deposits on the mouth of the jar
- Candles producing high, erratic flames when burned (this also includes candles with visible soot emitted from erratic flames)
- Candles located in an air draft created by a fan or air conditioner duct
- Pillar candles with signs of uneven burning or thick, erect wicks
- Multiple wick candles with thick, erect wicks

Products having the least potential for producing soot or vaporized lead include:

- Candles with hard wax
- Candles with thin, braided wicks that curl over when burned
- Candles with low aromatic properties
- Tapered and votive candles with thin wicks
- Candles that produce even flames when burn