



MANAGEMENT SERVICES RESIDENT HANDBOOK

**NEWBERN
3515 TRENT ROAD SUITE 15
VILLAGE SQUARE
POBOX 12553
NEW BERN, NC28561**

**HAVELOCK
965 E. MAIN ST
HAVELOCK, NC 28532**

**(252) 637-5600 - NEW BERN
(252) 447-0865 - HAVELOCK
(252) 727-4885 - MOREHEAD**

**OFFICE HOURS
MONDAY - FRIDAY
9:00 AM - 5:00 PM**



This Resident Handbook, which may be amended from time to time by Management, is made a part of and attached to your Rental Contract. As such, any failure to comply with the rules and regulations, policies, or guidelines contained in this Resident Handbook will be considered an Event of Default under the Rental Contract.

Publisher

Janie Figueroa

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not to be considered legal advice"

Welcome! In order to have a proper outlook as to your responsibilities of the management during the life of this lease, you should think of this property as being your own. During the life of this lease, you are in possession of the premises. Your obligations are similar to those of the owner, and you will be expected to care for and maintain the premises. It is the intention of the management to deliver to you, for your use and comfort, a sound and comfortable home with all mechanical equipment operating properly. Please notify management of any needed repairs to fixtures, equipment, heating, air condition, or plumbing systems. For further explanation of your responsibilities and what you can expect from management, please read this handbook in its entirety.

Remember, this Resident Handbook is part of your lease agreement and as such is legally binding on both parties. It will serve as the "Landlord Rules and Regulations" as mentioned in your lease 9. (a)

RENTAL PAYMENTS:

All rents are due and payable on or before the First (1st) of each month. That means not post marked by, but received in the management office. Monthly bills are not rendered. If rent is not received in the office by 5:00 p.m. the sixth (6th) calendar day of the month, **REGARDLESS OF WEEKENDS, HOLIDAYS or POSTMARK**, a late payment fee as provided by the lease will be added to the amount due.

All payments made to Management Services, as stated in your lease, shall be applied to oldest charges first including but not limited to, administrative fees, late charges, court costs, maintenance fees (providing maintenance fees are at least 30-days old or older), past due rents, then any remainder will be posted to current month's rent. If not paid in full, it will cause current month to be considered past due and will accrue late fees.

Making a Payment Online through your Tenant Portal (Appfolio): Request a Tenant Portal Activation E-mail or Text (you should receive one at lease signing)

Click the "Activate Portal" button in your e-mail and follow the prompts.

Auto Draft (e-check) from your bank is \$2.49. You will be charged a convenience fee based on your Rent total for using a credit card.

If you have any other questions please give our office a call at 252-637-5600. We will be glad to assist you in any way possible.

Payment of rent should be in the form of EXACT CASH (**Management Services cannot make change**), CASHIERS CHECK, CHECK, MONEY ORDER and made payable to: MANAGEMENT SERVICES. Please write your address on the memo line on your check to assure proper credit. CREDIT CARD's are also accepted (**for Credit Card payments, Management Services assesses a convenience fee of 3.5% based on the total transaction amount each time the service is used**). Pre-addressed envelopes are available for your convenience.

Our mailing addresses are as follows depending on your location:

New Bern:

**3515 Trent Road, Suite 15
P.O. Box 12553
New Bern, NC 28561**

Havelock:

**965 E. Main St
Havelock, NC 28532**

You may pay in person at our office Monday through Friday between the hours of 9:00 am and 5:00 pm. Rents remaining unpaid (in whole or in part) beyond 5:00 pm on the sixth day of each month due are delinquent, and will be automatically assessed a late fee of 5% of your monthly rent. Policy/Procedure for eviction process is that we have implemented a 3 strike policy, which means upon the 3rd time that you are filed against for evictions we will follow through with the WRIT process. **Rents and fees remaining unpaid after 5:00 pm the tenth day past the sixth may be offered for legal collection and will be initiated.**

RETURNED CHECKS:

The amount of any returned check, including bank charges for the same must be paid in CASHIERS CHECK or MONEY ORDER within three (3) days after notification or eviction proceeding will be initiated. A Returned Check Charge of \$35.00 will be assessed for every check not honored by your bank for ANY reason. **After TWO (2) returned checks, we will accept payments made in MONEY ORDER or CERTIFIED FUNDS only.** This includes rejected online payments.

ROOMMATE OBLIGATIONS:

Leases are written as "Individually & Collectively". This means that not only do all roommates owe all charges as a group (collectively), but also each roommate owes all charges individually. All roommates are responsible for late fees and return check fee. All roommates whose name appear on the lease will be responsible for the cost of repairing damages to the premises, whether occupying the premises or not.

Should one or more roommate leave, he/she will be released from liability only when:

- Proper written notice to vacate is submitted to management at the business office
- A replacement, if applicable, is approved by management, has signed the lease and all applicable addendums.
- A partial move-out form has been signed by all parties involved.

Security deposits remain on the apartment/home and are not refundable until the apartment/home is completely vacated by all residents and all keys are returned to the business office. Any payment of security deposit to the person(s) moving will be the sole responsibility of the remaining roommate(s). Management Services will not negotiate for roommates.

UNAUTHORIZED OCCUPANTS:

The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants. Tenant shall be subject to a fine of **\$200.00** per occurrence for any violation of this paragraph, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefore. Lessee is responsible for submitting Occupant Application with \$75 per household member 18 years or older application fee to obtain background check. Guests are allowed but are considered unauthorized occupants after 21 days.

PETS:

Absolutely NO PETS, animals, snakes, birds, etc. of any kind are allowed in or on the premises unless we have so AUTHORIZED permission in writing. Please consult your leasing agent prior to allowing a pet on the premises. Allowing unauthorized pets on the premises would constitute a breach of the lease agreement which can result in legal action and or eviction from the premises.

Violations for the no pet policy will result in a \$25 fine per animal per day until the pet is removed plus a re-inspection fee of \$30 and at the discretion of the property owner considered a breach of the lease contract and an immediate forfeiture of occupancy of the premises by the tenant. This includes visitor and guest animals. There are some areas that absolutely do not allow pets.

Furthermore, should the owner allow the tenancy to continue after the removal of animals, any and all damages caused by the animals must be immediately repaired to the property owner's satisfaction at the tenant's expense. Any damages not immediately repaired to the property owner's satisfaction will be paid for in advance by the tenant.

For approved pets, tenants will be required to pay a \$300.00 Non-refundable Pet Privilege Fee for each pet, with a limit of only two (2) pets (AT PROPERTY OWNER DISCRETION), plus provide a copy of current VET records, photo of pets and signed Pet Agreement.

All pets will need to be less than 25 pounds and at least a year of age. Puppies or kittens are NOT ALLOWED at all.

Noisy or unruly pets or those that create or cause complaints will not be allowed to remain. The tenant should remove the pet deemed "inappropriate" by **Management Services**, immediately. Pets of the following breed either in full or part are prohibited: Akita, Alaskan Malamute, American Stafford Shire Terrier, Chow-Chow, Doberman Pinscher, Great Dane, Pit Bull, Rottweiler, Siberian Husky, Stafford Shire Bull Terrier, Any Wolf Hybrid, any mix of these breeds and any animal that has a history of biting.

INSURANCE:

Management Services requires, as a provision of the lease, that all residents have a liability insurance policy in place at the time of occupancy. The policy must provide a \$100,000 minimum liability or property damage coverage. Proof of the paid policy listing Management Services as an additional payee must be presented at the time of lease signing to fulfill the requirement of the lease and the insurance policy must remain in full force for the entire time you live in the apartment/home or may enroll in our

Management Services Group Policy at a cost of \$15.00 per month proved by The Great American Insurance Company.

Liability insurance should cover items such as those listed below:

- Medical payments if a friend/guest or repairman was injured on your premises.
- Legal fees to provide a defense against a claim.
- A lawsuit if your pet should bite someone.

ALSO, WE STRONGLY RECOMMEND THAT RESIDENTS OBTAIN RENTER'S INSURANCE & INSURANCE ON PERSONAL PROPERTY.

Are you prepared for...

- \$2000 in damages if you had a grease fire in your apartment/home?
- Replacing your TV, VCR and stereo if they are stolen?
- \$2400 to live in a hotel if your apartment/home was being refurbished after a fire or flood?

As stated in your lease, under no circumstances will the Lessor or Management Services insure and/or be responsible for your personal belongings on the property.

Additionally, should you be responsible for a fire or other event causing damage to the premises or buildings, you will be financially liable for any damages.

Please don't be one of those people who end up saying "I never got around to it".

EXTERMINATION:

Pest Control is your responsibility. Management assumes no responsibility for the control of roaches, mice, ants, fleas, bed bugs or any other pest whether inside or outside the premises.

KEYS AND LOCKS:

ONE KEY will be issued at the time of possession. You may have other keys made. Alterations or replacement of locks or installation of dead bolts, doorknockers, peep holes or other attachments to the interior or exterior of doors requires approval of management and if approved, shall remain a part of the property when vacating the premises. Mailboxes are keyed by the U.S. Post Office and mailbox keys require a deposit of \$20.00 which will be refunded with your regular deposit as long as you return the key upon move-out. All keys, including duplicates, must be returned to management upon vacating.

LOCK OUT POLICY:

In the event you or any permitted occupant named on your lease should lock themselves out during regular business hours and requires an agent of Management Services to travel to the premises with a key to regain entry, there will be a fee of \$60.00. As a courtesy to you, however, you may come to the office and borrow a key at no charge, during regular business hours. There will be a \$60.00 charge for any

borrowed key not returned within 24 hours. After hours, weekends and holidays, call Management Services maintenance emergency line at **(252) 671-0958**. There will be an after hour charge of \$75. If our maintenance department is unable to respond in time frame that meets your needs, you will need to call a **qualified** locksmith in order to regain entry to your premises. The charge for the locksmith is your responsibility and will not be paid by Management Services. Any damages caused by "forced" entry will be the responsibility of the tenant. We recommend an alternate company-A-1 Locksmith - 252-638-3363.

WINTERIZING:

During the winter months if there should be below freezing temperatures, it would be helpful in preventing frozen pipes if you leave the cabinet doors under your sinks open to allow more heat to reach the pipes. Wrap or leave a slow drip in outside faucets. Should you experience frozen pipes, turn the heat up or use a hair dryer to warm the affected area and speed thawing. Should a rupture occur; shut off water source and call Management Services immediately. It is very important that you read and understand the enclosed sheet on the operation of a Heat Pump System. This will answer most of your questions and avoid unnecessary maintenance calls. **MOST IMPORTANT!!** If you are going to be out of town during the winter months **DO NOT** turn your heat system totally off. Adjust the thermostat down to 58-60 degrees. This will help you avoid returning to frozen pipes and/or damages.

CHARCOAL AND GAS GRILLS:

State building codes ban all portable charcoal and gas grills in all apartments. "Charcoal and gas grills are prohibited within ten (10) feet of combustible material at all occupancies..."

As a result, please note that the use of charcoal and/or gas grill is not permitted on your deck or patio. Grills may not be stored above the first floor. Gas grills may be stored on the first floor without the propane tank.

Non-compliance with this regulation will be considered a direct violation of your lease and may result in immediate lease termination.

SMOKE& CARBON MONOXIDE DETECTORS (where applicable)

Your detector(s) have been thoroughly checked, the battery replaced, and the unit(s) is working properly at move-in. It is now your responsibility to check the detector weekly as suggested by the Fire Department. Press and hold in the red button on the unit and the alarm should sound.

The detector will begin to 'beep' periodically when the battery becomes weak. When this happens, the battery should be replaced. Any malfunction or failure should be reported in writing immediately to the Business Office.

Please be aware that if the detector is damaged or removed from the property during your occupancy, a maintenance fee for replacement will be assessed to your account. For the safety of you & your family, never disable the detector(s) by any method-including removal of the batteries.

MOLD INFORMATION

Mold is a part of the natural environment that reproduces by means of tiny spores. These spores are invisible to the naked eye and float through outdoor & indoor air. It breaks down and feeds on organic matter in the environment. Mold may begin growing indoors when mold spores land on surfaces that are wet.

There are many types of mold, and none of them will grow without water or moisture. Not all molds are readily visible, but when it is, it can often be seen in the form of discoloration, ranging from white to orange & from green to brown and black. Often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold growth. The goal is to minimize the amount of mold to the extent possible.

In order to maintain a quality living environment for all residents, it is important to work together to minimize the occurrence and growth of mold in apartments/homes. To reduce the possibility of mold, you should:

- Keep the premises clean, particularly the kitchen and bathroom, by regularly dusting, vacuuming and mopping. A household cleaner should be used to clean hard surfaces.
- Remove any moldy or rotten food.
- Remove garbage regularly.
- Use hood vents when cooking, cleaning and dishwashing.
- Use exhaust fans when bathing or showering.
- Hang up towel & bath mat until fully dry.
- Wipe down any visible signs of moisture.
- Wipe down windowsills if moisture is present.
- Periodically check all washer hoses for damage (if applicable).
- Water all indoor plants in a sink or tub and allow to drain well before putting back in place or watering all indoor plants outside.

If there is any visible mold on non-porous surfaces such as ceramic tile, formica, vinyl flooring, metal or plastic, you should:

- Clean the areas with soap (or detergent) and a small amount of water and let the surface dry.
- Within 24 hours apply a non-staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine scented), Tilex Mildew Remover or Clorox Cleanup. *Note that some household cleaning products contain bleach and may cause staining.*
- If mold reappears, repeat the process.
- If mold is due to an ongoing leak or ongoing moisture problem, contact the Business Office immediately.

You must report in writing to the Business Office:

- Water leaks, excessive moisture or standing water inside the property, storage area or garage.
- Water leaks, excessive moisture or standing water in any community common area.
- Mold growth in or on hard surfaces within the property.
- Mold growth on any porous surfaces such as sheetrock walls or ceilings.
- A malfunction or leak in any part of the heating, air-conditioning or ventilation systems or any plumbing fixtures.
- Leak in washing machines (if applicable; you are responsible for machines owned by you).
- Discoloration of walls, baseboards, doors, window frames and ceilings.
- Refrigerator, water heater and air-conditioning drip pan overflows.
- Loose, missing or falling out caulk around tubs, showers, sinks, faucets, countertops & clothes dryer vents.

Your failure to adhere to the above guidelines shall be deemed an Event of Default under the terms of the Rental Contract. Owner or Agent will be entitled to exercise all rights and remedies it possesses against resident(s) at law or in equity.

The Lessor does not make any representations or warranties regarding the existence or development of molds or micro-toxins.

The Resident assumes the risks associated with molds, fungi and/or micro-toxins and releases the Lessor and/or Agent from any claim for loss, liability or damages resulting from the existence and/or development of the same.

The Resident can be held responsible for property damage to the home and any health problems that may result from his failure to notify the Business Office immediately, IN WRITING, of any mold, mildew or moisture problems.

The Resident shall hold Lessor and/or Agent harmless for damage or injury to person or property as a result of his failure to comply with these terms.

The Lessor and/or Agent reserves the right to terminate the tenancy and the Resident agrees to vacate the premises in the event Lessor and/or Agent, in their sole judgment, feels that either (1) there is mold or mildew present in the home which may pose a safety or health hazard to the Resident or other persons and/or (2) the Resident's actions or inactions are causing a condition which is conducive to mold growth.

The Resident agrees that the Lessor and/or Agent may conduct inspections of the home at any time with reasonable notice.

SAFETY /SECURITY INFORMATION

We do not make any representation or warranty, either expressed or implied, regarding your safety or the safety of your personal property, against the criminal actions of other residents or third parties.

The responsibility for protecting yourself, your family, and your property as well as your invited guests from acts of crime is the sole responsibility of you and law enforcement agencies.

If controlled access gates or intrusion alarms are provided, you will be furnished written operating instructions. It is your responsibility to read them and to bring any questions to our attention.

For apartment homes equipped with an intrusion alarm, you will be responsible for all fines, penalties and other charges resulting from or attributable to the alarm, including false alarm charges. Management is not obligated to respond to any signal from an intrusion alarm system.

It is your responsibility to promptly notify management, in writing, of any problem, defect, malfunction or failure of door locks, window latches, controlled access gates, intrusion alarms and any other security-related device.

If security systems, security devices or walk-through services are employed at this community, no representation is being made that they will be effective to prevent injury, theft or vandalism. Such personnel, if provided, cannot physically be every place at every moment. Usually, such personnel are unarmed independent contractors and have no greater authority under the law to restrain or arrest criminals than the ordinary citizen.

It is fact that no security system, courtesy patrol or electronic security device can guarantee protection against crime. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personal absenteeism, and can be defeated or avoided by clever criminals. Always proceed on the assumption that no security systems exist. The best safety measures are those precautions that can be performed as a matter of common sense & habit.

Therefore, we do not warrant that any security systems, security devices or services employed at these properties will discourage or prevent breaches of security, intrusions, theft or incidents of violent crime.

Further, we reserve the right to reduce, modify or eliminate any security system, security devices (other than those statutorily required) at any time; and you agree that such action shall not be a breach of any obligations or warranty on the part of management.

You, as resident, agree to release and hold harmless owner & management from any claims arising out of criminal acts of other residents and third parties. You also agree that owner & management shall not be liable to you based upon any claim that security was not provided except management's compliance with the state statutes. The forgoing shall also be binding upon your heirs, successors & assigns.

SATELLITE DISH USAGE

The Federal Communication Commission (FCC) allows residents who live on rented property to install satellite dishes in areas within their "leasehold space".

The FCC defines "within the resident's leasehold space" as those areas where a resident has exclusive control and is part of the apartment/home leased. This generally means areas like patios, balconies and terraces. Areas outside "the resident's leasehold space" are called "common areas" - this would be areas such as the yard and the shrubbery that surround the apartment/home buildings, the roofs of the buildings, as well as walkways and other common use areas of the community.

We will assist residents who wish to explore the options of installation of a satellite dish. Installation of a dish is not for everyone since there must be an area within the leasehold that generally faces the southwest in order for the dish to obtain reception from a satellite video provider. You are required to notify us, in advance, of your wish to install a satellite dish.

Drilling holes into the exterior of the building, balconies, patios or roof to install the cabling of a dish or affixing a satellite dish is not permitted. Equipment may not be installed in such a way as to interfere with access to the apartment/home for maintenance purposes, or to cause any safety hazards in or upon the community.

The satellite dish may not exceed 39 inches in diameter.

Residents do not have a right to receive a signal, only the right to install a satellite dish under FCC guidelines.

You, as a resident, hereby agree to indemnify and defend Lessor & Management from any & all claims of liability that may arise out of the installation, maintenance or removal of the dish.

Upon termination of the Rental Contract, all equipment must be removed and the apartment/home premises returned to the same condition, less normal wear & tear, as it was prior to the installation of the equipment.

Management reserves the right to amend, alter or supplement this policy at any time upon prior written notice to the tenant.

FIREPLACES:

These are a few safety tips we recommend for those with Fireplaces.

1. Burn seasoned wood only. Avoid pines.
2. Prior to burning any wood, visit www.cleanyourchimney.com for chimney cleaning logs.
3. Never use any type of flammable or combustible liquid to start fire.
4. Remember to open the flue before lighting fire.
5. DO NOT allow combustible's to be within 3 feet of the fireplace.
6. Keep a screen in front of open fireplace.
7. Clean out and remove ashes regularly.
8. DO NOT store firewood against building or in storage rooms.

Storage:

Do not store any personal items on or around your air handler or water heater.

Do not store any flammable liquids in any unit attached storage room including gas-powered equipment.

(3) STRIKE VIOLATION POLICY:

Management Services reserves the right to a (3) Strike Violation Policy. Attempts made to correct any Breach of Lease issue can and will result in being asked to vacate the premises and/or legal action.

DISTURBANCES. NOISE AND NUISANCE:

You, your family, permitted occupants and all guests will be expected to conduct themselves in a manner that will not disturb your neighbors. Any activity, which causes extreme or excessive noise, traffic or disturbance of any kind, is cause for eviction.

PARKING:

Each apartment is allowed no more than two (2) vehicles (unless there is a private driveway that will accommodate more). Any vehicle without current tags and inspection or that is not in running order is not allowed and will be towed at the tenant's expense. DO NOT change oil and perform other engine repairs on property. **DO NOT PARK ON THE GRASS.**

POOLS AND TRAMPOLINES:

No pools or trampolines are allowed.

BOATS AND TRAILERS:

Boats and Trailers are NOT allowed, unless permission is granted in writing by Management Services.

MOTORCYCLES:

Motorcycles and other gasoline items may NOT be parked or stored inside apartment units or under stairs inside building.

DRAPES AND BLINDS:

Drapes and blinds that are supplied with the dwelling ARE NOT to be removed during your tenancy unless permission is granted in writing by Management Services.

PLUMBING ABUSE:

You should not allow anyone to throw anything into the plumbing system or use them for any purpose other than the use for which they are designed. You will be charged for any stoppage or damages due to misuse after the first 30 days of your occupancy. For Example: DO NOT flush feminine products down the toilet. DO NOT put grease and oil down the sinks.

Illegal Activity:

Any and all illegal activity witnessed by an agent of Management Services will be reported and may result in an eviction.

For Example: Recreational marijuana use, possession, and/or growing is prohibited on the property. Do not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;

DISHWASHER CARE:

You should not allow anyone to put detergent used for a sink such as Joy, Dawn, Palmolive, etc. into the dishwasher; it will cause overflow and can damage the machine. You will be charged for a service call and be held responsible for repair for using anything other than Dishwasher Detergent.

CARPET CARE:

Routine carpet care requires a thorough vacuuming at least once a week to remove the soil from the carpet and keep the pile erect. Heavy traffic areas require more frequent vacuuming to eliminate the coarse particles that can act as abrasives on the fiber. Complete carpet cleaning may be required during your tenancy (usually at least once a year) and will be your responsibility. Normal wear and tear is expected and will be taken into consideration upon your move out. For spot cleaning **-NEVER-use** Clorox or any other product that contains bleach.

LAWN AND GROUNDS:

You are expected to care for the lawn and grounds, keeping them in as good of condition as when you took possession. This care includes mowing grass, trimming shrubs, fertilizing, re-mulching beds (except in complexes where lawn maintenance is provided). Grounds must be kept picked up and free of trash and debris. Failure to maintain the grounds in keeping with the neighborhood is cause for eviction. DO NOT PARK ON THE GRASS.

GARBAGE COLLECTION:

You are required to make whatever arrangements are necessary to have garbage and trash picked up on a regular basis. All garbage and trash must be placed in appropriate

containers, which you must furnish. This handbook contains a separate page on TRASH AND RECYCLE INFORMATION. Failure to comply is cause for eviction.

TELEPHONE NUMBER& E-MAIL ADDRESS:

ALL tenants are required to provide Management Services with their home, cellular, work telephone numbers as well as a e-mail address for each occupant. Should these numbers change during your tenancy, you are required to advise Management Services. Failure to provide your updated information eliminates the lines of communication required and is in direct violation of our lease agreement. Should you receive mail at a post office box or any address other than that of the property you have leased, please provide Management Services with this information as well.

MAINTENANCE AND SERVICE REQUESTS

EMERGENCY MAINTENANCE

New Bern Office:

Call **(252) 671-0958**

Havelock Office:

Call **(252) 447-0865**

Listen to prompts

Morehead Office:

Call **(252) 727-4885**

Cedar Wood / The Village/ Autumn Chase- **252-671-0598**

Management Services provides you with emergency maintenance service 24 hours a day. This means we have someone on call at all times to respond to emergencies.

If you have an emergency, please call the phone number listed above. A service technician will respond to your request as soon as possible.

The following are considered maintenance emergencies:

- Fire - call 911 IMMEDIATELY, then notify Management Services
- Blocked, stopped up or overflowing sewer lines
- Any overflowing toilet that will not shut off.
- Blocked or stopped up toilet when only "one toilet" exists in the home
- Any water leak that can't be temporarily contained to prevent physical damage
- Lack of heating during the heating season
- Lack of hot water

There is no charge for bona-fide emergency calls after regular hours. You will be charged for call resulting from negligence.

Non-emergency service requests should be reported to Management Services during normal business hours or a message should be left in the general mailbox or maintenance voicemail. Or you may access your tenant portal via our website at www.newbernforrent.com and submit a maintenance request.

You, as tenant, are expected to maintain the property and keep it in a similar condition as when you took possession. Only repairs that are required because of normal wear

and tear will be the responsibility of Management Services. You will be charged for repairs caused by misuse or neglect. Examples of normal maintenance you are expected to do at your own expense include:

- Replace light bulbs & mini blinds (if damaged during tenancy).
- Replace filters in Heating and Air conditioning systems every month.
- Unclog plumbing drains or toilets.
- Replace or adjust window locks.
- Relight gas oil furnaces and hot water heaters.
- Reset circuit breakers.

All "breakdown" or system failures and structural defects should be reported to Management Services. Any necessary repairs will be made within a reasonable time. Maintenance and repairs will be made at no expense to you as long as your misuse or neglect does not cause them. Examples of repair management will make include:

- Repairs to heating and air-conditioning systems from normal use.
- Replace or repair hot water heaters.
- Repair roof leaks.
- Replace or repair any part of the plumbing, which fails from normal use.
- Repair appliances, provided with the dwelling, which fail due to normal use.

Examples of types of repairs for which you will be charged:

- Replace broken toilet seat.
- Repair burst water pipes if caused by leaving premises without heat in freezing weather.
- Damage to lawns and shrubs caused from neglect or misuse.
- Replace torn or damaged window screens and storm doors caused from neglect or misuse.
- Any unusual damage or extraordinary wear and tear on any for the floors, ceiling, walls, etc.... caused by pets, children or unusual or unreasonable use.

Management Services will NOT be responsible for the expense of any UNAUTHORIZED maintenance or repairs. Rent cannot be withheld because of needed repairs nor can the cost of unauthorized repairs be deducted from the rent. This is in direct violation of your lease agreement.

If any appliances cease to function we may or may not repair or replace the appliance at owner discretion. Applies to appliances left behind by previous tenants. These appliances will be brought to prospect attention prior to leasing property.

Our maintenance staff is made up of knowledgeable professionals in heating and air, plumbing, electrical and general maintenance.

Examples of reasons a maintenance request may be charged back to a tenant:

Changing batteries in fire detectors, carbon monoxide detectors, thermostats. This is your responsibility.

Plunging toilet. Tenant should always try to clear blockage by plunging. If maintenance technician clears the toilet by plunging or items are removed that should not have been flushed, the plumbing fee will be charged back to the tenant.

GFI outlets. Besides the breakers, each home has GFI outlets. These are normally installed in bathrooms, kitchens, porches and garages. These outlets have a pop out buttons on them to reset the outlet. Most are near a source of water. After checking your breakers, locate your GFI outlets and make sure none are popped out. If so, just push them back in to reset.

If your heating and/or cooling system is running and you feel it may not be heating or cooling properly, first make sure your filters have been recently changed, and the return vent is not blocked by furniture or other items. This will affect the systems operation. If you call in a maintenance request and our professional technician finds no problem with your unit, the service call will be charged back to the tenant.

Just FYI: If the outdoor temperature is 90 degrees or higher, you cannot expect you're a/c unit to keep up with the inside of your unit at a temperature of 72 or 73. In extreme heat, your unit may not seem to be working properly, but it is most likely working as hard as it can keep up with outside heat. Generally, an HVAC unit will only cool 15 - 20 degrees less than the actual temperature outside. Same is true with winter extreme temperatures and the heating system. Most systems are equipped with "emergency or auxiliary heat" which you may need to use during extreme cold.

QUARTERLY SERVICE:

Your property may be subject to a quarterly service as required by the individual property owner. That service will include changing your HVAC filters, checking your smoke &/or carbon monoxide detector for proper operation and a general report of the premises. Please be advised that photos of the interior and exterior of the property may be taken to continually document the overall condition and upkeep of the property. Please disable any security alarms. Furthermore, if you have a pet on the premises that may be aggressive towards our maintenance team's access you must be present or have the pet crated. A fee may be charged to your account if maintenance is unable to access your unit on the specified day. You may also request any needed maintenance at this time.

MOVE IN/MOVE OUT Report:

An extensive Move-In/Move-Out Report Form is provided to each resident upon move in. This form should be completed by you and returned to Management Services within five (5) days of taking possession of the premises. A copy will be made for you to keep with your records. Management will use the other for move-out purposes. The final report will be made when all your personal belongings have been removed, all cleaning is complete and your keys have been returned. A copy of the move-out report and a Security Deposit Transmittal will be forwarded to you within 30 days from the date all keys are returned.

THIRTY DAY WRITTEN NOTICE:

Tenant is required to complete the *NOTICE TO VACATE* form provided herein thirty-days (30) prior to vacating the premises. **Notice is required even if you intend to vacate at the end of your lease.** Management Services may give you a 30-day notice and/or option to renew your lease at the lease termination date. Please call the office upon receiving this renewal should you have any questions or need any change in term. *A proper NOTICE TO VACATE form is provided in this handbook for your convenience.*

TERMINATION OF TENANCY:

A written notice that your lease and rental agreement will be terminated on the last day of the month may be issued, at the option of management, when your rent and/or fees are not paid by the sixth (6) of any month, and you will be charged all magistrate, legal and collection fees incurred by management's efforts to collect the amounts due. Management Services policy is to file complaint in summary ejectment (eviction) for all delinquent rents.

Section 3 of House Bill 493

If a summary ejectment proceeding is instituted against Tenant, Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach for which the summary ejectment proceeding was instituted.

BREAKING THE LEASE AGREEMENT:

Permanent Military PCS Orders are the ONLY way of being released from your lease agreement. If the lease is broken for any other reason, you can and will be responsible for the payment through the end of the lease. **RECEIVING BASE HOUSING OR BUYING A HOME IS NOT A METHOD OF BREAKING YOUR LEASE.**

CLEAN UP WHEN VACATING:

You are required to clean the premises and leave it in a similar condition as when you moved in. You must remove all rubbish, old furniture, boxes or debris of any kind in the property or on the grounds. Otherwise, you will be charged the cost of the clean up and additional day(s) rent for the time period in which the property is un-rentable

SECURITY DEPOSIT AND PET FEES:

All Security Deposits and Pet Fees must be paid in CASH, MONEY ORDER, CREDIT CARD, CERTIFIED CHECK OR ON-LINE via tenant portal. They are due and payable at the time your lease agreement is signed, unless other written arrangements are made with Management Services.

A SECURITY DEPOSIT CANNOT BE USED FOR THE LAST MONTH'S RENT OR ANY PORTION THEREOF. FAILURE TO PAY YOUR LAST MONTH'S RENT WILL RESULT IN LEGAL ACTION.

It will be refunded to you at the end of your tenancy after an inspection has been made of the premises by Management Services. If you vacate the premises before the expiration of your lease or fail to take possession of the premises once the lease is signed, NO REFUND will be made unless the property can be re-rented with no damage or rent loss to the owner of the property. Should you vacate prior to the end of your lease, you will be charged for any repairs, cleaning and any other expenses incurred in re-renting the property. The full SECURITY DEPOSIT will be refunded if you:

- Have occupied the premises for the full term of the lease agreement and any renewal periods.
- Have given thirty (30) day WRITTEN NOTICE prior to vacating.
- Have left the premises clean and undamaged including, but not limited to: kitchen cabinets, light fixture, all carpets and floor coverings, baths, and all appliances.
- Have vacated on the day promised and have paid all charges and rents due.
- Have returned all keys for the property and mailbox. You are responsible for the rent and the property as long as you hold the keys.
- Have removed all rubbish and debris from the property and grounds.
- Have fulfilled all other terms and conditions as provided in your lease agreement.

The cost of labor and materials for cleaning and repairs along with any other amounts due will be deducted from the security deposit. You will not receive a refund of the entire deposit if you fail to comply with any of the aforementioned requirements.

The Security Deposit or any portion due to you will be refunded by check within thirty (30) days after you have vacated the premises and returned the keys. The refund will be mailed to the forwarding address, which you are required to provide with your notice to vacate. **Please remember that you must provide the business office with your forwarding address.**

MANAGEMENT SERVICES reserves the right to enter the premises at any time for the purpose of inspection or maintenance calls, prior arrangements must be made with Management Services. If you fail to be present for a pre-scheduled maintenance call with any service person hired by Management Services, you will be charged for the service call as billed by the service company.

DUTIES UPON TERMINATION:

We are in receipt of your notice to vacate. We are sorry to hear that you are leaving Management Services and hope that you have enjoyed renting from us.

If you have fulfilled the terms of your lease agreement and have given 30 days written notice, you are eligible for a security deposit refund pending completion of the following:

1. The refrigerator should be defrosted and washed clean. The area under and behind the refrigerator needs to be scrubbed clean.
2. Kitchen cabinets should be clean inside and out.
3. The kitchen sink and counter tops should be clean.
4. The oven, surface units and area beneath the surface units should be clean. **Burner pans and/or rings should be replaced** if needed. The stove hood and fan should be clean.
5. The kitchen floor should be clean and free of wax accumulation.
6. Bathroom fixtures; commode, tub/shower, floors and tile should be clean.
7. All walls, windowsills, baseboards, heat vents and grills should be clean and free of dust and/or cobwebs.
8. Remove all personal effects and unwanted articles from apartment, patio, storage, porches and decks. Any concrete patio and/or decking should be clean.
9. Carpets should be professionally cleaned (receipt turned in upon move-out) and should be dried completely and have no stains or burns. Management Services suggests Emerald Carpet 252-241-4329.
10. The original shades, curtains and blinds should be clean and in place.
11. The original light fixtures and/or fans should be clean and in place, with any **burned out or missing light bulbs replaced**.
12. A/C filter replaced.
13. All keys must be returned to the office or in the hands of the move-out inspector, failure to do so will be assessed a plenty fee.
14. Lawn should be free of debris, freshly cut, weeds removed.
15. Landscaping should be free of debris, shrubs returned in a similar condition as upon move-in, free of weeds.

These are the most common items overlooked by vacating tenants. Deductions for these and other abnormal damages will be withheld from your security deposit. Any refund of your deposit should be within 30 days from the date your keys are returned to our office. Please note that the security deposit may not be used for the last month's rent or any portion thereof. All rents must be paid through the last day of occupancy.

Any cleaning performed by Management Services will be charged back to you.

All comments and the list of damages from your move-in report will be taken into consideration upon move-out. We will not withhold or deduct anything considered normal wear and tear.

Thank you for renting from Management Services and we hope your stay has been pleasant. Please let us know if we can assist you with your housing needs in the future.

LOCKSMITH:

Ernul's Locksmith 252-633-0171
2006 Oaks Road
New Bern

Coastal Locks Locksmith 252-447-7233
Havelock

ELECTRIC:

City of New Bern 252-639-2750
606 Fort Totten
New Bern

Duke Power/Progress Energy 800-452-2777
New Bern
Pollocksville (Cedarwood) 252- 224-9831

Carteret-Craven Electric 252-247-3107
Highway24
Morehead City

Tideland Electric 800-637-1079
Fairfield Properties

GAS (Natural & LP):

Piedmont Natural Gas 800-275-6264
New Bern

Dixie Chemicals 252-638-1193
504 Old Cherry Point Road
New Bern

Jenkins Gas Company 252-633-3179
1305 US Hwy 70 E
New Bern

Ameri Gas 252-637-3903
961 US HWY 70 E
New Bern

Eastern Propane, Inc. 252-745-7346
13588 Hwy 55
Bayboro, NC 28515

Tidewater Energy 252-638-1193
504 Old Cherry Point Rd
New Bern

Mallard Gas 252-637-2524

1240 US 70 E
New Bern NC 28560

SCHOOLS:

Craven County Board of Education	252-514-6300
Carteret County Board of Education	732-541-8960
Jones County Board of Education	252-448-2531/252-448-1394

WATER/SEWER:

City of New Bern 606 Fort Totten New Bern	252-639-2750
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Town of Riverbend 45 Shoreline Dr. New Bern	252-638-3870
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Town of Pollocksville 103 Main Street Pollocksville, NC	252-224-9831
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Havelock City Water/Sewer One Hatteras Ave. Havelock	252-444-6404
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Morehead City Water/Sewer	252-726-6848 ext. 112
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Craven County Water 2830 Neuse Blvd.	252-636-6615
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First Craven Sanitary	252-633-6500
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Bridgeton Sewer Dept.	252-637-3697
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Utilities, Inc.	800-348-2383
Fairfield Properties	704-525-7990

Bay River Metropolitan Sewer District Pamlico	252-745-4812
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TRASH/RECYCLE COLLECTION:

GDS, Inc.	252-638-1366
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Hess-Hargett's Engineering & Sanitation Service	252-637-5096
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Trenton Water Dept.	252-448-8000
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Republic Service	252-638-1366
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CABLE TELEVISION:

Suddenlink	252-638-3121
1505 South Glenburnie	
Suite H	
New Bern	
Spectrum Cable	888-406-7063

TRASH AND RECYCLE INFORMATION

Trash and recycle services are provided by GDS, Inc. under the Craven County Trash and Recycle Plan. **Please contact GDS for pickup schedule.**

Trash and Recycle carts and bins are available through GDS (638-1366) if the previous tenant has not left one. Trash and recycle bins must be placed in the designated pickup location no later than 7:00 am on the scheduled pickup day. Trash not fitting in the container must be bagged and a Craven County Trash Sticker affixed. Stickers are available for purchase through several area locations. GOS does not recommend putting trash out the night before due to animals tearing into the trash.

If a trash dumpster is provided in your area, trash stickers are not needed. Please do not dispose of cardboard, used furniture or bedding in these dumpsters, call the applicable numbers for pickup.

GDS will NOT pick up cardboard boxes and packing materials with household garbage. It is your responsibility to take them to the nearest Craven County Convenience Site (call 633-1564 for site nearest you). Any such items found on the property or grounds will be promptly removed by Management and the tenant's account will be billed for all cost incurred for removal.

Furniture, Bedding, Appliances, and Large Household Items call 636-4025 and the City of New Bern will make arrangements to pick-up these items if you are located within the city limits, otherwise they may be disposed of at the nearest Craven County Convenience Site (call 633-1564 for site nearest you that will accept these items). Any such items found on the property or grounds will promptly be removed by Management and the tenants will be billed for all cost incurred for removal.

MANAGEMENT SERVICES IS NOT RESPONSIBLE FOR YOUR TRASH SERVICE. ANY QUESTIONS REGARDING TRASH COLLECTION SHOULD BE DIRECTED TO GDS (638-1366)

Dear Homeowner;

I have been asked many times how an air-to-air heat pump operates and also, the function of and the correct way to work the thermostat. I will explain the operation and if there are any questions please feel free to call.

In the A/C cycle (summertime) the heat pump works like a normal A/C with the exception of hearing a rushing noise in the outside unit. This rushing noise outside is the reversing valve working to place the A/C system in the cooling mode. Other than that the heat pump works like a regular A/C.

In the heating cycle (wintertime) the heat pump operates by pulling heat from the outside air. As the outside air gets colder you receive less heat. Heat from the heat pump ranges from approximately 80 F. to 92 F. or as the outside temperature drops and rises. Your body temperature is 98 F. so the air you feel from your heat pump will be cool to you. If the heat pump cannot maintain the temperature in your home it automatically brings on the electric heating part of the heat pump. When the electric heat comes on you sometimes smell a slight burning odor and a light will appear on your thermostat. This light lets you know that the electrical heat is operating. When you are not home especially in cold weather do not turn your heat off or way down. This only causes the electric heat to operate longer when you turn the heat back up. I do not recommend that you turn your heat down by more than 4 F.

On your thermostat there is also an Em. Heatsetting. When you turn your thermostat to this setting a red light will come on and stay on. This lets you know that you are in the emergency heat mode. When the electric heat comes on another light will come on to let you know that the electric heat is operating. This setting cuts the heat pump out and lets you run straight electric heat. This is used when the heat pump is not working and you are waiting to have it repaired.

The outside unit on your heat pump in the heating cycle will freeze up and ice over. The unit will then go into a defrost cycle. This cycle happens once every 30 to 90 minutes. When the defrost cycle happens the fan will stop running outside and you will hear a rushing noise. You will then hear a humming sound coming from the unit. This is the compressor running. When the unit has melted away all the ice it can you will hear rushing sound and the fan will start back up. At times the fan will blow steam out this is normal.

It is normal for all air-to-air heat pumps to freeze up and defrost themselves. If the weather condition is sleety rain the fan and outside unit can freeze solid. When this happens go to your emergency heat. This is a weather condition your heat pump cannot handle.

If you have any questions please feel free to call. I will do my best to handle them.



Notice to Vacate Form

I, _____ do hereby give notice that I intend to vacate my residence at _____ on or before _____. My reason for moving is _____.

Check the one that applies below:

1. _____; _____ I am giving notice to vacate at the end of my lease term which expires _____. I understand that I am responsible for payment. Through the end of the notice and lease term. Should I holdover or extend past the end of my lease term, I will be on a calendar month to month tenancy and #2 below will then apply.

2. _____; _____ I am giving notice to vacate and I am on a month to month lease which means my notice to vacate and rent are through the end of the calendar month of _____. **EXAMPLE:** If you desire to terminate/vacate at the end of April period of tenancy, you are required to give notice no later than March 31st. If the notice to vacate is given on the 10th of April, the notice would be effective at the end of May rather than the end of April, since the monthly periods of tenancy expire on the last day of the month and the notice was not given 30 days prior to the end of the April. (Example noted on Lease page 1. Terms and Conditions.)

Initial All:

_____; _____ I/we also understand that if I should **NOT** clean my residence and leave it in a similar condition as when I moved in, then the actual cost of any cleaning and repairs (less normal wear and tear) will be withheld from my security deposit in accordance with my original lease agreement. Tenant shall be responsible for all damage, defacement, or removal of any property original to the dwelling unit in the Tenant's exclusive control unless the damage was due to ordinary wear and tear. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlords demand therefore, **and to pay the rent during the period the premises may not be habitable as a result of any such damage.** Such damage may include but is not limited to window panes or screens, unclean ovens, refrigerators, kitchen floors, cabinets or bathrooms, drink stains on carpet and unauthorized paint colors.

_____; _____ I/we understand that our account will remain **ACTIVE**, and all applicable charges will continue to accrue until all keys and/or garage door openers are returned to Management Services. The keys and/or garage door openers must be received in the office and may be deposited in the night drop box if after hours or on weekends. **DO NOT leave keys and/or garage door openers inside the property.**

_____; _____ I/we understand that I must leave all utilities on in my name until I turn my keys over to Management Services. If I fail to leave on my utilities and there are any damages, I will be held liable for any damages.

_____; _____ If you would like to pick up your Security Deposit up at the Front Desk. (only available at New Bern Office)

_____; _____ If you would like to have your Security Deposit mailed to your forwarding address, please note we are not responsible for mail delivery.

_____; _____ If you would like to have your Security Deposit direct deposited via E-Check

Forwarding Address:

Tenant Name

Telephone #

Showing Instructions



Breaking Lease Form

Moving Prior to Lease Expiration

I, _____ do hereby give notice that I intend to vacate my residence
at _____
on or before _____. My reason for moving is _____.
I understand that I am breaking my lease contract. My lease expiration date is _____.

- I understand that I am requesting to break my lease and move prior to the expiration date. I also understand that I am responsible for the rent through the term of my lease or until the property is re-rented and rent is collected from a new tenant. _____(initial)
- I understand that I am responsible for **all** expenses associated with the cost of re-renting the property including but not limited to utilities, cleaning, carpet cleaning, lawn maintenance, repairs, etc which may be deducted from my Security Deposit. I also understand that I must continue to maintain all utilities and services for the property until the new tenant has them transferred into their name or until such time that Management Services advises termination is permitted. _____(initial)
- I understand that Management Services will show and market my leased property in a good faith effort to secure a qualified tenant. Management Services will screen all prospective tenants, execute a new lease agreement on the property owner's behalf and collect a security deposit and other applicable fees. **I therefore agree to pay a \$150 non refundable fee as a reimbursement for the associated cost.** (TO BE PAID UPON NOTICE DATE) _____(initial)
- I understand that any unpaid balance will be deducted from my security deposit and the balance returned within 30 days after the expiration date of my lease or the effective date of the new lease, whichever comes first. _____(initial)



- I understand that any unpaid cost associated with my lease and or the re-rental of the property will be my responsibility to pay within 30 days from the receipt of the security deposit transmittal and statement of account. _____(initial)
- I understand that I may withdraw my notice to vacate and continue to occupy the property any time prior to a new lease being executed. After that time, I must vacate the property on or before the date indicated in my notice to vacate or risk legal filings and fees. _____(initial)
- I agree to maintain my leased property in a clean and marketable condition, and I agree to allow agents from Management Services to show my property with _____hours notice or with these showing instructions. _____(initial)

Showing Instructions

____If you would like to pick up your Security Deposit up at the Front Desk (only available for pickup at New Bern Main Office)

____If you would like to have your Security Deposit mailed to your forwarding address, please note we are not responsible for mail delivery.

____If you would like to have your Security Deposit direct deposited via E-Check.

Tenant's Signature:

Date:

Agent's Signature:

Date:

Forwarding Address:



Military Only Breaking Lease Form

I, _____ do hereby give notice that I intend to vacate my residence at _____.

Check the one that applies below (1-3). My reason for moving is:

1. ____; ____ I have a permanent change of station or deployment in excess of 90 days and will be leaving on _____. I understand that I am rent responsible through _____. [Notice **must** include a copy of the orders or a written verification by the tenant's commanding officer.]
2. ____; ____ I am separating from the military due to premature or involuntary service separation; I am giving notice to vacate and will be leaving on _____. I understand that I am rent responsible through _____. [Notice **must** include a copy of the orders or a written verification by the tenant's commanding officer.]
3. ____; ____ I am not separating from the military and am moving within 50 miles of my current duty station. I am giving notice to vacate and will be leaving on _____. I understand that I am rent responsible through _____ or the property has been re-rented, whichever is first. I understand I should keep all utilities on until the unit has been re-rented.

____; ____ I also understand that if I should NOT clean my residence and leave it in a similar condition as when I moved in, then the actual cost of any cleaning and repairs (less than normal wear and tear) will be withheld from my security deposit in accordance with my original lease agreement. Tenant shall be responsible for all damage, defacement or removal of any property not original to the dwelling unit in the tenant's exclusive control unless the damage was due to ordinary wear and tear. Tenant agrees to pay Landlord for the cost of repairing any damage for which tenant is responsible upon receipt of Landlord's demand therefore, and to **pay the rent during the period the premises may not be habitable as a result of any such damage.** Such damage may include but is not limited to window panes or screens, unclean ovens, refrigerators, kitchen floors, cabinets or bathrooms drink stains on carpet and unauthorized paint colors.

____; ____ I understand that our account will remain *ACTIVE*, and all applicable charges will continue to accrue until ALL keys and/or garage door openers are returned to Management



Services. The keys and/or garage door openers must be received in the office and may deposit in the night drop box if after hours or on weekends. **DO NOT leave keys and/or garage door openers inside the property.**

____; ____ I would like to pick up my Security Deposit up at the Front Desk. (only available for pickup at New Bern Main Office)

____; ____ I would like to have my Security Deposit mailed to my forwarding address. Please note we are not responsible for mail delivery.

____; ____ I would like to have my Security Deposit direct deposited via E-Check.

____; ____ I give permission to show the property with a 24 hour notice as of _____ and may call _____.

Tenant Signature

Date

Agent Signature

Date

Forwarding Address:

Electric/Water/Sewer/Trash/Gas Utility Providers
