



# TENANT HANDBOOK

Addendum to Lease

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## **WELCOME!**

Equity Management welcomes you as a new tenant!

We believe that a good landlord-tenant relationship is important to your enjoyment of the apartment you are renting. Clear communication will help make the relationship a good one. Our properties are managed by a professional team dedicated to the satisfaction of our tenants and owners.

This handbook is our way of informing our tenants of the vital information needed in order to enjoy the rental experience. It will serve as your guide regarding rental payment instructions, general information, emergency instructions, repair requests, move out instructions, security deposits and more.

The owner of the property has retained Equity Management as their property Management Company and representative to manage the property you are renting. We are bound to certain responsibilities by legal contracts with our owners and with our tenants. We can best serve our customers by offering prompt service and will strive to provide you with a fair and pleasant experience at our property.

If you have questions or concerns regarding any of the information contained in this handbook, contact our office. We are here to help you.

As tenants, you also have certain responsibilities, so please familiarize yourself with the rules and regulations contained in this Tenant Handbook and the rest of the Rental Agreement.

In the excitement of moving, we often don't remember all the instructions and requirements of the rental agreement. This handbook was written to be used as a reference for you. Before calling the office, look to see if the answer you seek is in this handbook. If you find something you think would be helpful to others, but is not included, please notify your Property Manager. We are always looking for additional ways to serve you!

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#### General Information

Equity Management is open Monday-Friday from 8:00 a.m. to 4:00 p.m. We are closed on weekends and some holidays. We have an answering service available for after-hour and weekend calls. Should an emergency maintenance problem arise when the office is closed, please refer to the information provided by your property manager for emergencies after hours. All non-emergency maintenance requests/work orders should be submitted through the online portal or by calling the maintenance contact line at 877-223-0572 (24 Hours Per Day/7 Days A Week).

Our website is [www.myequitymanagement.com](http://www.myequitymanagement.com). You will find plenty of useful information and a variety of convenient services on our web site. Located on the home page toward the bottom is the Tenant Portal, Pay Rent Online, and Maintenance Request buttons. This is where you can log into the Tenant Portal to pay rent online; turn in maintenance requests; view documents such as your lease, lease extension, inventory and condition form, etc.; view your rent account, etc.

#### HOME OFFICE

By Appointment Only  
PO Box 14448  
Columbus, Ohio 43214  
Office: 614-299-3994

Maintenance Contact Number: (877) 223-0572  
[www.myequitymanagement.com](http://www.myequitymanagement.com)  
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#### PROPERTY MANAGERS

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Shannon Station Apartments, Newark, OH

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502-437-5123 – Forest Hills

1195-1209 N. High Street, Columbus, OH  
15-19 West 5th Avenue, Columbus, OH  
3709 N. High Street, Columbus, OH  
50 West 5th Avenue, Columbus, OH  
1000 Columbus Avenue, Marysville, OH

Forest Hills Apartments, Shelbyville, KY

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The terms “residents”, “tenants”, and “lessee” will be used interchangeably throughout this handbook and your lease.

### Application Process and Procedures

Each potential resident over the age of eighteen (18) is required to submit a Rental Application and pay a non-refundable processing fee of \$50.00/applicant. This application document can be found on our website through the link below and **must be submitted online**:

<https://www.myequitymanagement.com/vacancies>

1. Click on the “Apply Now” button for the unit you are interested in leasing
2. Complete the rental application process

Along with the Rental Application, applicants are required to submit the following supporting documents to the local property manager through the resident portal:

- Copies of photo identification (i.e., driver’s license, passport, etc.)
- Proof of income (i.e., last three months’ pay stubs, offer letter if relocating for new employment, last two tax returns if self-employed, etc.) or Social Security Letter OR
  - With no income – submit the most recent three (3) months of bank savings/checking account statements showing a minimum average balance equal to six months of rental payments for the last six months and pay the last two months of rent before move-in.
- If employment is less than 2 years, add previous employment to your online application.
- ***A valid social security number is required for a criminal and credit history check for all applicants.***

**We will not process the application until we have ALL supporting documents and fees.** After receiving an application, our office will email a notice to all parties to either confirm that your application packet is complete or if it is missing anything.

- When we have a completed Rental Application Packet (including all documents and information), we will run a background check that includes criminal, residential, and credit history, and obtain any rental and employment history available.
- We have a 2-3 business day processing time. To expedite your processing time, make sure your application is complete and notify your rental history contacts to respond promptly to us.
- Once the application is approved, you will receive an email with details on NEXT STEPS. Your security deposit and pet deposits (if applicable) will be due prior to the pre-move-in walkthrough. In addition, your utilities and renter’s insurance should also have been completed by the pre-move-in walkthrough date. This date is just 1-3 days prior to move-in, and we want to have everything in place prior to move-in to allow “margin” in our planning and give you sufficient time to make the proper coordination before the actual lease start date.

## Prior to Moving In

### As-Is Condition

Please know that the apartment you are renting will come in “as is” condition. This means that if the resident wants to make their move-in contingent on any repairs or cleaning, the time to request this is DURING THE TIME OF APPLICATION and in writing. After the application is accepted and the lease is signed, cleaning/repairs can still be requested, but there is no guarantee of approval, nor will those requests be considered a condition for move-in.

### No Leasing Sight Unseen

We request that a member of the household view the apartment prior to submitting an application for tenancy. Viewing the apartment must be IN PERSON and not via a relative or by means of video. If an exception is made and if you are not viewing the apartment, we require the Equity Management - Sight Unseen Policy Exception form to be completed at the time of application.

### Tenant Selection Criteria

Equity Management is committed to compliance with all local, state, and federal fair housing laws. We do not discriminate against persons because of race, color, sex, handicap, familial status, national origin, or age. Any criteria below that are not met, MAY be approved on a case-by-case basis with additional security deposit payments and/or advanced rent payments. Here are the factors we look at:

- **Rental History** - We require a positive rental history with no evictions, broken leases or outstanding balances. We will verify your previous two residential addresses using the information provided by you on the Lease Application. Your failure to provide the requested information, provision of inaccurate information, or information learned upon contacting previous landlords may influence our decision to lease the apartment to you. Other factors that may influence our decision to lease an apartment to you include - Leaving a previous rental property in poor disrepair, late pay, and no rental history from unbiased sources.
- **Current Debt/Income Ratio** - We require gross monthly income to be at least two (2) to three (3) times the total monthly rent. We require you to verify your income as stated on your application through three months of pay statements or tax returns if you are self-employed. **Applicants without sufficient income must submit the most recent three (3) months of bank savings/checking account statements showing a minimum average balance equal to six months of rental payments for the last six months and pay the last two months of rent before move-in.** The rental amount being asked for the property, the sufficiency of your income, along with the ability to verify the stated income, may influence our decision to lease the Property to you.

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- **Credit History** - We require a credit score above 650. We will obtain a Credit Reporting Agency (CRA) report to verify your credit history. Our decision to lease the Property to you may be based upon information obtained from this report. If your score is below 650, we will consider approval on a case-by-case basis depending on the following factors: history of “write-offs”, accounts in collections, bankruptcies, number of late pays and money owed to previous landlord or utility companies. No credit score will result in an increased security deposit equal to or greater than an additional one month’s rent.
- **Employment Verification and History** - We will accept the following forms of verification: 1. Three months of pay stubs 2. tax returns (if self-employed), 3. Employer Verification Letter showing annual salary and length of employment. Applicants without employment must submit bank savings/checking account statements for the most recent three (3) months and/or verified social security letter. The length of your employment may influence our decision to lease the Property to you.
- **Criminal History** - You must not have a felony or drug offense within the last seven (7) years and not be a registered sex offender. We will check databases for criminal history and our decision may be influenced by the nature of the crime.
- **Pet Criteria** - Pet criteria may vary by property. The following dog breeds are not allowed (no full or mix of any of the following): Akita - Alaskan Malamute – Chow – Dalmatian – Doberman - German Shepherd – Husky - Presa Canario – Rottweiler - Staffordshire Terrier/Pit Bull – Wolf or any other breed prohibited by management for life/safety reasons. See Pet Policy in the next paragraph.
- **Occupancy Standards** – Per local ordinances. Local government ordinances vary and limit the number of people that can live in a particular sized unit.

### Pet Policy

Pending approval, there will be a \$350 non-refundable pet fee and \$35/month pet rent for the first pet. Depending on the number of additional pets or type of pets, we may require an additional \$350 payment added to the non-refundable pet fee. ***The maximum number of pets is 2 unless approved in writing.*** Pet rent is simply payment for the privilege of having a pet on the premises. It does not get applied to any cleaning or damage. Cleaning and damages from pet or otherwise come out of the security deposit. The resident is responsible to provide receipts for defleaing and deodorizing the property upon move out.

The maximum weight of the pet allowed is 35 pounds.

There are certain aggressive breeds that are prohibited unless the owner/owner’s insurance approves and resident obtains \$1,000,000 liability coverage for the pet showing additional insured as “Equity Management, Inc. and (current owner of property).” Those dogs, fully or partially of the following breeds are: Dobermans, Chows, German Shepherds, Huskies, Wolf Hybrids and any others that display a dominant or aggressive behavior. **THE FOLLOWING BREEDS ARE PROHIBITED WITHOUT EXCEPTION: PIT BULL/TERRIER/AMERICAN STAFFORDSHIRE TERRIER AND ROTTWEILER**

No pets are allowed (even temporarily) anywhere in the unit, garage/carport, or yard, unless authorized in advance in writing. Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents, and insects. If you or any guest or occupant violates pet restrictions, you will be subject to the charges,

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damages, eviction and other remedies provided for in the lease contract. If a pet has been in the house at any time during your term of occupancy, you are responsible for defleaing and deodorizing the property and removing all pet feces from the property to protect future residents from possible health hazards. Please provide this invoice to us prior to move-out or it will be deducted from your deposit.

If we inspect the apartment and determine that an AUTHORIZED pet is damaging the property in any way, displays aggressive behavior, or is a nuisance to the neighbors, you will be asked to repair the damage and/or remove the pet from the premises. Dogs cannot be allowed outside overnight and unattended. If you fail to comply within two days of notification, your lease will be terminated as soon as possible.

Pet screening is required to be completed by every tenant, even those without a pet. Pet screening must be renewed annually.

**Service Animals:** By law, service pets for disabled persons may reside at the property without extra rent or deposits. Resident must provide the required third-party documentation of the necessity of said animal and its status as a service animal. The Equity Management Assistive Animal Tenant Request and Verification forms must be submitted for approval. We will make every reasonable accommodation necessary in these circumstances. ***The emotional support letter from the doctor needs to be renewed annually and all other pet policy guidelines followed.***

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#### Moving Into The Property

To move into the property, the following items will need to be completed **before** the Move-In Date. It is absolutely vital to complete these items in advance as the property manager is not authorized to release the keys to the unit until all of them are verified as completed. **Codes/keys to the apartment will not be released until all of these items are received.**

#### Security Deposit

This is normally equal to 1 month's rent and is required to be paid prior to the pre-move-in walkthrough. You may be offered The Guarantors program to help with the security deposit. Codes/keys to the apartment will not be released until this is paid.

#### Rental Insurance

You are required to provide proof of Renters' Insurance prior to your move in date and have a minimum of \$100,000 in general liability coverage. Your renter's insurance must name the following as additional insured: "Equity Management, Inc." and the name of the property owner that will be provided to you on your lease. You are required to maintain your policy throughout the length of your lease and any renewals. You will be in default of your lease if you fail to maintain Renters' Insurance during the entire length of your residency, which could result in eviction. Please have your insurance company email us the Declarations page prior to the Pre Move-in Walkthrough.

You are required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. **If at any time you do not have Required Insurance, you are in breach of the Lease and Landlord shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Landlord and seek contractual reimbursement from the Tenant for all costs and expenses associated with such purchase.** This may be referred to as "force placed insurance".

**You may obtain Required Insurance or broader coverage from an insurance agent or insurance company of your choice. If you furnish evidence of such insurance and maintain the insurance for the duration of the Lease, then nothing more is required.** If you do not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Landlord, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the \$100,000 Required Insurance coverage.

The total cost to you for the Landlord obtaining LLIP shall be charged, subject to no proration. This is an amount equal to the actual premium charge to the Landlord including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee shall be retained by the Landlord for processing and handling will be charged. The actual amounts charged are in the Required Insurance Addendum to Lease Agreement. These amounts are subject to change by Appfolio and notice will be provided accordingly.

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Unless prohibited by law, Resident waives any insurance subrogation rights or claims against Landlord, Owner and their insurers. If property is affected by mold, water damage, HVAC failure or other issues that result in uninhabitability, tenant will make a claim with their renter's insurance.

Through the Tenant Portal, Renters' Insurance is available for a nominal cost from Folioguard.

#### Utility Information

Residents are responsible for all utilities to the apartment unless an exception is made on the lease. Residents are required to maintain utility service in their name up to two days prior to the lease start date and up until the very last day of the lease. This guarantees that utilities will be on when we conduct our pre-move-in walkthrough with you (two days prior to the lease starting) and also that we have utilities on when conducting our move-out walkthrough. Please email utility account numbers to us prior to the Pre Move-in Walkthrough. **If utilities are not verified to be in the tenant's name, keys will not be provided.**

All utility services are subject to interruption, temporary termination, or increase in billing or usage in connection with or for the purposes of repairs, alterations or improvements to the Leased Property, surrounding buildings/common areas, or for emergency reasons. Utility services shall include but not be limited to; electricity, water, sewer, and gas.

In the event Tenant fails to timely establish water, sewer, gas and electric utility/services (or utilities/services are transferred back to Landlord during the term), Landlord may charge you for all utility/service billed to Resident with respect to the unit and may charge a reasonable administration fee (for each month or part thereof) for billing of the utility/service in an amount not to exceed \$50.00 per occurrence. If tenants cancel utility service prior to the lease end date, they will be charged a \$50.00 administration fee and could be liable for any utility reconnect fees incurred by the management company. Any questions about this can be directed to your property manager.

***Management shall not be liable for, nor shall constitute default by Management for any such increase, interruption, or temporary termination of utility services, nor is Management responsible for the availability of any utility, nor cost or fee thereof.***

Ratio Utility Billing System (RUBS) Program Overview (where applicable)

#### **What is RUBS?**

Ratio Utility Billing System (RUBS) is a method of allocating utility costs among residents for a defined billing period using certain criteria. It allows for an equitable distribution of utility costs across a community and encourages utility conservation because charges reflect the actual cost of usage billed by the utility provider. This means residents never pay more than the amount billed to the property when the RUBS method is used.

#### **How are RUBS utility charges calculated?**

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Your portion of the utility costs incurred at the property will be determined by dividing the bill among all residents based on one or more of the following criteria:

**Unit Count:** The total bill is divided equally between all units at the property

*Note: Allocation can use actual unit count or assign a factor to each bed/bath unit type*

**Square Footage:** Each unit is assigned a portion of the bill by dividing its square footage by the total square footage at the property

**Occupant Count:** The bill is divided among all residents at the property and each unit is assigned a share based on its occupant count for the billing period

*Note: Allocation can use actual or factored occupancy*

#### **What do my utility charges include?**

Your charges are based on actual costs billed by the utility provider and exclude non-billable amounts such as late fees, unit line items, and balance forwards. The property may also deduct a percentage of the total billable amount that is included in the RUBS calculation, in which case residents are billed for less than what was charged by the utility provider.

Service Charges. Your billing statement will include a monthly service charge of no more than \$8.00. The service charge represents the reasonable value of services provided by the property or the Billing Provider to allocate the utility costs, provide billing to You, process payments and, where applicable, postage costs. The monthly service charge is subject to change upon thirty (30) days' written notice.

#### **When will I be billed for utilities?**

Utilities are charged alongside rent on your monthly statement as separate line items per utility type and include a description of what usage period the charges cover. Each month, your utility charges will be calculated using invoices issued by the utility provider one or two months prior, depending on the billing schedule at the property. RUBS utilities are billed on a monthly basis and will be prorated for move-ins that occur during the usage period.

**Service Dates Billing:** The usage period billed on the resident statement for each utility type matches the service dates billed by the utility provider.

**Calendar Dates Billing:** The usage period billed on the resident statement is for the calendar month one or two months in arrears, depending on the property billing schedule.

**NOTE:** Utility charges will be posted by Equity Management or external company of our choosing around the 25<sup>th</sup> of each month to be paid the following month. (For example, utility charges posted October 25<sup>th</sup> are due in November). You can pay both rent and utility charges at one time if payment is made between 28<sup>th</sup>-1<sup>st</sup>.

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#### How do I know if I owe any utility charges upon move-out?

Final utility charges appear on your resident statement after move-out and they will reflect usage from the last date that you were charged through your final day of occupancy.

#### Mailbox Keys

The tenant will be provided with a mailbox key, if applicable, upon moving in. Tenant is responsible for new keys if the mailbox key is lost. A copy of the new mailbox key needs to be provided to Equity Management if it is changed.

#### Pre-Move-In Walkthrough

Two days prior to moving in, a representative from Equity Management, Inc. will walk the property with the residents. There are four purposes for this walkthrough:

1. Tenant responsibilities complete: Utilities are on in the resident's name, security and pet deposits are paid, and renter's insurance has been obtained. If applicable, additional deposits and/or rents will also be due.
2. Review basic components of the apartment: Important components of the apartment, such as air filters, smoke detectors, water shut-off valves, electrical circuit breakers, HVAC condensate lines and other property specific items that require the resident's attention will be reviewed. Any questions the residents might have may also be answered at this time.
3. Apartment is ready for move-in: If something catastrophic occurs at the property we want to find out BEFORE the day of move in! The property is rented in as-is condition, so the purpose is to be certain there are no emergencies to address.
4. Hand over keys: Once the tenant responsibilities have been met (rent and deposits are paid, insurance declarations page is sent, and utilities are on), the house keys or smart lock code (if applicable) will be released by the property manager, not the walkthrough technician doing the walkthrough. **Under no circumstances can a resident move in prior to the lease start date.**

***Walkthroughs will not be scheduled on major holidays. Weekend scheduling is strongly discouraged and will be subject to a \$200 fee.***

#### Lease Agreement

You received a copy of your lease agreement, inventory and condition form, and other pertinent documentation in your tenant portal or a paper copy. We recommend that you keep this paperwork for future reference.

Please remember, your lease agreement is a binding contract. If you have any questions regarding your lease agreement, please contact the Equity Management team.

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## Paying Rent

Rent is due in our office on or before the 1st of every month regardless of the date you moved in. There are NO exceptions to this rule even if the 1st falls on a weekend or a holiday. Rent must be paid on time. Therefore, we encourage you to pay your rent on time so that you do not incur late fees and/or ruin your good credit.

## Payment Options

There are three (3) methods you can use to pay your monthly rent and other fee/charges.

1. Pay online using your checking or savings account. This is the fastest, safest, and easiest method available so we encourage you to pay your rent using this method.
2. Credit/debit card
3. Highly Discouraged - Check, money order, or cashier's check

***CASH will not be accepted as payment for rent at any time.***

## Online Payments

Equity Management offers a payment system through our website and tenant portal. You can sign up for the tenant portal here - [https://omnilife.appfolio.com/connect/users/request\\_access](https://omnilife.appfolio.com/connect/users/request_access)

You can pay your rent and other fees/charges directly by using your checking or savings account.

Benefits:

- Pay your bill anytime (24/7).
- Check your balance online.
- Easy access to view your payment history.

**Security:** Online payments are more secure than mailing a check. Your information is password protected and all transactions are both encrypted and securely transmitted.

**How do I sign up?** Before you can pay online, you will have to activate your online account. When you become a tenant, you will receive a welcome email. The welcome email will give you instructions on how to activate our online account.

**How does the online payment work?** It takes 3-5 business days for a payment to be processed to your account. It is important to consider these processing times for your payment to be on time.

**Is there a contract or can I cancel at any time?** There is no contract. This is an option to make paying convenient and secure.

**Is there a fee?** Yes, there is a fee charged by AppFolio for this option (fee is set by AppFolio and subject to change).

## Credit Card/Debit Card Payments

**Through the tenant portal** you may use a credit card or a debit card (VISA, MasterCard, JCB, Diner's Club, or Discover branded cards from any country) to pay rent, late fees, NSF charges, maintenance chargebacks, and other fees/charges. There will be a convenience fee added to each transaction if you choose to use this payment method (fee is set by AppFolio and subject to change).

**American Express, Visa, MasterCard, gift cards and prepaid cards are not accepted.**

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#### **Highly Discouraged - Check, Money Order, or Cashier's Check Payments**

We highly discourage using checks, money orders, or cashier's checks as payments for rent and fees/charges. Our banks have indicated these payments are the most susceptible to theft and fraud. If you must use this method, **only after your property manager's approval in writing and subject to a processing fee**, make payments payable to the landlord on your lease or your community's name. Be sure to indicate the property address for which you are paying rent, otherwise we have no way of knowing where to apply the payment to and it could be applied late.

**NOTES:** Checks for rent will NOT be accepted after the 5th of the month. After the 5th, certified funds are REQUIRED. Equity Management will notify you if your personal checks will be refused.

***There is a \$25 processing fee for each payment made by Check, Money Order, Cashier's Check or any other payment method that does not use the Payment Portal.***

To ensure that your payment is received by the 1st, you may want to take it to the local office or rent drop box.

#### **AppFolio Payment Terms**

There may be a transaction fee to use the Payment Service. Such fee is displayed at the time you make or schedule payment. We reserve the right to change the fee amount for your use of the Payment Service. Nothing in this paragraph relieves you of your responsibility to pay any amount, fee or charge you may owe under your Payment Agreement. Also, you will be responsible for paying any amount you may owe other persons or companies related to the use of the Payment Service or any bank account or credit card linked to online payments. For example, a bank may charge a fee in connection with electronic payments debited to (taken from) a bank account you use to make a payment through the Portal. More information here: [https://www.appfolio.com/terms/homeowner\\_tenant\\_portal](https://www.appfolio.com/terms/homeowner_tenant_portal).

#### **Returned Check or Declined Online Payment**

The consequences of a rent payment being returned to us for nonsufficient funds (NSF) are costly. After receiving an NSF payment by check, we will no longer accept your personal check for future rents or fees/charges.

If we get a check returned for nonsufficient funds (NSF) or an online payment is declined:

1. It will be as if your rent has never been paid. There will be a \$50.00 NSF fee plus any incurred late charges added to your account.
2. Once we have informed you that your check was returned for NSF, you have 24 hours to make your NSF good with a money order or cashier's check (no personal checks).
3. Failure to do so will leave us with no option but to deliver a "Notice to Quit or Vacate" (an eviction notice demanding that you pay us immediately or move).
4. All future payments must be made by cashier's check or money order.
5. We realize that sometimes an NSF check is the result of a bank error. If this is the case, you must provide us with a letter from the bank-on-bank letterhead stating it was their error in order for us to continue to accept your personal checks. The \$50 NSF fee must be paid regardless of the reason.
6. NSF rent checks will not be re-deposited.

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7. This policy applies to all co-tenants and all payments for the property.  
***There are no exceptions to the above-described policy.***

### Last Month's Rent

Rent is due every month including last month. Your security deposit cannot be used to pay your rent.

### Credit Reporting

We will report any failure to pay to national credit bureaus. Protect your rental and credit history by paying on time because one day when you live at another property or purchase a home, you will want to have a good credit score and good rental references. We want to be able to provide a good reference for you!

### Late Rent Procedures

These procedures supersede your lease. (Please notify Equity Management if you are unable to pay your rent on the first day of the month). Rent is due by the first day of each month. If not received by the first day, rent is considered late. If rent is not paid by the fifth day, you will receive a reminder email, and the owner will be notified. A late fee will be charged to your ledger on the 6th day and \$5/day thereafter. If rent is not paid by the sixth day and you have not made arrangements for paying your rent, legal proceedings will begin for eviction and a three-day notice to vacate will be issued. You will be charged \$5/day when your rent is late. Please make sure you pay your late fees, returned check fees, trip charges, maintenance fees/repair deductibles, filter delivery fees and other fees when you pay your rent. ***All funds received will be first applied to the balance on your ledger prior to the rent.***

#### **0-30 day timeline**

**1st** - 1st of the month (i.e. August 1st), rent is due.

**2nd** - (i.e. August 2nd) - Auto alert sent to tenant on a DAILY basis regarding late rent until balance is paid; Auto alert sent to owner

**3rd** - (i.e. August 3rd) - **FIRST CALL** - Property Manager calls/texts/emails resident and updates the owner.

**6th** - (i.e. August 6th) - **FINAL CALL** - Property Manager calls/texts and emails tenant (BCC: Broker and Owner) - "Need to hear from you by Noon on the 7th or this matter will be forwarded to an eviction attorney."

Late fee charged to tenant; \$5/day and every day thereafter.

**7th** - (i.e. August 7th) - Forward to eviction attorney if no payment is made.

### Late Fees

For rent paid after the due date, the late fee is \$5 per day until the rent is paid in full. We encourage you to pay the rent by the 1st to avoid paying any late fees.

Why did I get a late charge if my rent wasn't late?

- **All payments are applied to any outstanding balance and fees FIRST.**
- Rent is **ALWAYS** paid last.

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- If you have an outstanding balance, you will still have rent due after your payment has been applied to the outstanding balance.
- Late fees are charged to any outstanding rent balance.
- Pay your account in full each month.

#### **Collection of Late Fees and Other Fees/Charges**

As stipulated in your lease, our policy is to withhold from your next regular monthly rent any amount you owe which is over thirty (30) days past due. This will cause you to be delinquent on your rent. If this occurs, we will proceed with our standard collection action by delivering a notice that eviction will be filed, which will become an additional expense to you. To prevent these additional expenses, please pay all your non-rent charges in a timely manner.

#### **Eviction**

If the Landlord or Equity Management must appear in Court for an FE&D (Forcible Entry & Detainer) or like suit, the tenant will incur all the associated fees, such as court cost, attorney fees, etc.

### During Your Occupancy

#### **One (1) week Post Move-In Walkthrough**

At the pre-move-in walkthrough the Tenant will be provided with a MOVE IN/MOVE OUT Premises Inspection Form.

During the first five (5) to seven (7) days of occupancy, the resident will walk the apartment and make a note of any cosmetic and/or mechanical defects found on the property. It is important to be thorough and detail the pre-existing condition of the property accurately to prevent inaccurate assignment of financial responsibility during move-out. The resident will be held responsible for any defects found upon move-out not already listed on these forms.

Approximately five to seven days after the move-in date, a representative from Equity Management will walk the property with the residents using the completed form. Photos will be taken in the order that they are listed on the report and all photo links, and a signed copy of the report will be uploaded to the resident's portal.

This walkthrough is conducted for the Tenant's benefit and therefore it is important that the report is 100% completed before a staff member from Equity Management meets with you. If this report is not complete during the walkthrough, the appointment will be rescheduled, and the resident will be charged a \$50 trip charge.

At our discretion, we may recommend certain repairs to be completed, especially if they represent a safety risk or a significant impairment to the property.

#### **Resident Portal**

Each tenant on the lease with a separate email address will be invited to set up their Resident Portal. This can be accessed 24 hours a day to pay your monthly rent, submit maintenance work orders, check your balances, and review or print your lease and other important documents. When you submit a message, it shows up as an alert on our systems, which are checked regularly to provide you with prompt service.

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#### Fair Housing

Equity Management is committed to compliance with all federal, state, and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

Equity Management and its staff have a legal obligation to treat everyone in a consistent manner.

#### Ledger Questions

If you have questions about your tenant ledger, access the tenant portal or email your property manager to request one. You should receive a response within 2-3 days.

#### Occupants/Roommates/Residents

Only those persons listed on the lease agreement have permission to occupy the premises. A reasonable number of guests may also occupy the premises without prior written consent if their stay is limited to fifteen (15) days; after that they become unauthorized occupants. Equity Management holds you responsible for all occupants and guests, and their behavior.

We must know who is occupying the property regardless of their age and they must be named on your lease agreement. If at any time you wish to add or change an occupant and he/she is 18 years of age or older, an application must be submitted first along with the application fee of \$50 and approval obtained through our office. Tenants must abide by the decision of Equity Management to add anyone to the Lease Agreement. Failure to fulfill the above-mentioned requirements may result in termination of your lease.

Each occupant is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the lease or rules, all occupants/residents are considered to have violated the Lease. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process.

Replacing a roommate/resident, subletting, or assigning a resident's rights is **allowed only with Landlord's consent in writing**. If a departing roommate or remaining resident finds a replacement roommate acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment in writing; (a) a reasonable administrative (paperwork) fee will be due and a rekeying fee will be due if requested or required, (b) the new roommate will have to submit a rental application and qualify as a tenant, **and** (c) the *departing* and remaining residents/occupants, remain liable for all Lease obligations for the remainder of the original Lease term. At the end of the original Lease term, the departing tenant will be released from any and all Lease Obligations once a new Lease Agreement is signed with the remaining and replacement occupants.

#### Replacement Tenant Procedures:

Occupants must give at least 30 days advanced written notice

The security deposit stays with the apartment until it is fully vacated by all residents. The departing tenant will no longer have a right to a security deposit refund. If you and your roommates have each paid a share of the deposit, it is between you to come up with an arrangement to "reimburse" each other.

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The departing resident will no longer have a right to occupancy or be granted access to the apartment for any reason.

Remaining tenant(s), if no replacement tenants are found, will have to requalify for the unit. Departing tenant will still be liable for the remainder of the original term. If the tenant(s) requalifying do(es) not meet the requirements, all residents/occupants must vacate. If in the middle of a lease, all tenants are liable through the end of the Lease Term.

If the remaining tenant(s) is/are denied, a replacement roommate may be found. The replacement roommate must pay an application fee and there will be an administrative fee (per the roommate release form). If during the lease term, the original lease will continue to be in effect until the end of the lease term. At that time, a new lease will be signed with the remaining and replacement occupants/residents. The departing tenant will be relieved of lease obligations upon execution of a new lease.

### Right of Access

Our policy is to always respect your right to privacy, and we will attempt to contact you prior to visiting the property. However, we must be able to get into the property to do periodic surveys, address needed repairs, and to market the property. The lease gives us this right. Unless it is an emergency, Equity Management will notify you prior to any visit because we respect your privacy and understand your need to control what happens in your home. Courtesy will always drive us, so don't worry about someone stopping unannounced unless water is flowing out the front door or some other disaster is threatening.

### Routine Property Reviews/Visits

Equity Management will order periodic reviews of each property. You will receive written notice via email with the date of the visit.

#### Can I refuse this review?

No, according to rental laws, once you have been notified, we may enter the unit on the scheduled day; the letter serves as your notice.

#### What about my pets?

Please put your animals in a crate or in the garage for the appointed day.

#### What are you looking for?

We are looking for 1) major damage, 2) pet damage, 3) cleanliness/habitability, and 4) lease violations

#### How often are reviews done?

Routinely up to four (4) times per year, additional visits as necessary for tenant violations or upon request.

#### Missed Appointment Fee

You will be charged a \$100.00 fee if Equity Management or our contractor cannot enter the apartment or any locked rooms or closets, for any reason (like unrestrained pets, changed locks, etc.).

### Early Lease Terminations

Please refer to the Early Lease Termination Addendum in your lease. Any lease terminations will result in an EARLY LEASE TERMINATION FEE OF THREE MONTHS' RENT. Failure to pay this prior to move-out

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will expose tenants to additional costs and liability such as collection costs, court costs, and attorney fees.

#### **Lease Renewals**

The Lease requires thirty (30) days' written notice to vacate. Prior to that deadline, you will receive an email asking you to contact the office with your intentions regarding renewing your lease or vacating the apartment. If you would like to renew your lease, please contact us as early as possible before the thirty-day window so that we may provide you with any information regarding any change in lease terms. This will help you make an informed decision before the thirty days' notice is due. If renewing, we will schedule a renewal inspection of the property with you and send you the Lease Renewal through the tenant portal. Once the property has been inspected and the Lease Renewal document returned, we will execute the Lease Renewal and provide you with a copy. If you have set up auto payment for rent, please remember to delete your old auto payment and create a new one with the new rent amount and lease dates to match your renewal document.

For Month-to-Month leases: Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

## General Rules and Regulations During Your Occupancy

### Part of Lease

THIS ADDENDUM IS PART OF THE RESIDENTIAL LEASE AGREEMENT BETWEEN LANDLORD AND TENANT AND SUBJECT TO CHANGE WITH 30 DAYS ADVANCED WRITTEN NOTICE. THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S)' OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, LEASE ADDENDUMS, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER/LANDLORD HARMLESS FROM ALL CLAIMS OF SUCH PERSONS. The term "Landlord" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

### Lost Keys/Lock Outs

Should you lose your keys or lock yourself out, in some cases, we have a duplicate set of keys available in the office. Only the tenant(s) named on the lease can pick up keys and identification is required. The keys must be returned within 24 hours, or you will be charged \$75.00 for key replacement. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours.

If we bring a key out to you, you will be charged a \$75.00 trip charge.

If you lock yourself out after hours, you will need to contact a local locksmith at your own cost. The cost of this will be at your expense. Tenants are not allowed to change the locks. If you wish to rekey the property at your expense, please contact the office, cost to rekey the locks is \$75.00 per lock.

### Exterior Doors

Outside/Building Entry doors should be closed and always locked. Door to door soliciting is not permitted. Residents are requested to notify the resident manager when solicitors or other unauthorized persons appear in the building.

### Entrances and Hallways

(Where applicable) In compliance with the local fire code, trash, toys and bicycles and carts are not to be left at the entrances or hallways at any time. Riding bicycles on sidewalks or through the breezeway is prohibited. Propping doors open is a violation of the community rules and regulations.

### Conduct

Residents are responsible for their own and their family member's behavior and any damage they may cause to the property. Residents are also responsible for the actions of their guests when visiting on the premises. Persons needing supervision, or who are unable to care for themselves or think for themselves, unable to vacate the premises in case of an emergency, or unable to comprehend questionable or dangerous situations are, under no circumstances, to remain unattended on the premises at any time. Residents, their family members and guests are not permitted to loiter anywhere in or around the buildings where they may endanger themselves or unnecessarily disturb other residents. Organized games, gatherings or sports are prohibited on the lawns, sidewalks, etc. All personal items or belongings are to be stored in the apartment and or approved areas.

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#### Minors

Parents or legal guardians are responsible for any minor's behavior (and/or minor's guests) and any damage that they may have caused to the property. Minors are not permitted to play in the stairways, parking areas or anywhere in and around the building where they may endanger themselves or unnecessarily disturb residents. Toys must be stored in the apartment and or approved areas. Minors must be supervised.

#### Smoke Alarms

Smoke alarms are provided in each unit. A battery has been provided prior to moving in and it is your responsibility to always keep a working battery in the smoke alarm. If the apartment contains a smoke alarm that is hard wired (wired direct) and if it does not function properly, it is the responsibility of the resident to inform the office immediately.

#### Carbon Monoxide Detectors

Carbon Monoxide Detectors are provided in any unit with gas. It is your responsibility to always keep a working battery in the detector.

#### Smoking

All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the dwelling community is strictly prohibited (including vaping of any kind and marijuana). Any violation of the no-smoking policy is a material and substantial violation of this addendum and the Lease Contract.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the dwelling community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, all interior areas of the dwelling community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the dwelling community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease Contract inside any dwelling or building.

Smoking refers to any use or possession of a cigar, cigarette, "vape", hookah, shisha, bong, water pipe, pipe, or any other device containing a product while that product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of burning, lighted, or ignited non-tobacco (including vaping and marijuana) products that are noxious, offensive, unsafe, unhealthy, or irritating to other people.

All cigarette butts must be disposed of properly and not on the ground outside your unit.

***Smoking marijuana in the unit or on the property is not allowed at any time even if it is legal by local and federal laws.***

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#### **Crime Free /Drug Free Household**

This community will not tolerate the use, growing, manufacturing, or distribution of any controlled substances (including marijuana), or any drug-related or criminal activity on or near the Property, engaged in by an applicant, tenant, any member of tenant's household, any guest or other person under the tenant's control. Any such use will constitute grounds for immediate termination of your Lease.

#### **Loitering/Soliciting**

Soliciting or loitering of any kind is strictly prohibited within the community. Please notify property manager if it occurs.

#### **Interior**

Repairs to the interior of the apartments and appliances are a responsibility of the management. Only the maintenance technician or a contractor, approved by the management, is permitted to do this type of work.

#### **Wall Decoration**

Hanging pictures, mirrors and other wall decoration is allowed if they are hung with small nails. Double face tape is not permitted. Wallpaper is not permitted.

#### **Windows**

Residents will be responsible for broken windows caused by their negligence.

#### **Light bulbs**

Bulbs are furnished in the sockets when you move into the apartment. A serviceable bulb must be left in each light socket when you vacate the apartment. Replacement of all light bulbs is the responsibility of the tenant.

#### **Loud Noise**

All residents should be considerate of their neighbors and refrain from making loud noises inside the unit or on the property grounds that will disturb the other residents. Loud and boisterous noise or physical action of any objectionable, abusive or threatening nature by any resident or guest towards management or other residents or guests is not permitted. Local noise ordinances apply to the community.

#### **Window Coverings**

Have been installed in each window; they are not to be removed. Damaging these window coverings will result in a charge to the resident.

#### **Cleaning**

The apartments are thoroughly cleaned prior to occupancy. The resident is expected to leave the apartment in the same condition, in which it is found. The resident is responsible for maintaining clean and sanitary conditions within the apartment unit. Damage done to carpet caused by cleaning by the resident or by any unauthorized cleaning contractor will be charged to the tenant. Management

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reserves the right to make periodic inspections of the apartment, with prior notice to ensure that the desired standards of maintenance and cleanliness. If deemed necessary, charges for cleaning will be applied to your account when you vacate.

#### Preventative Pest Control Measures

Do not store clothing and other items in cardboard boxes. Avoid stacking and accumulating old newspapers, magazines, paper grocery sacks or bags. Beverage cans and bottles should be rinsed out with water immediately after they are emptied. Return bottles and cans on a frequent basis. Immediately following a meal: rinse dishes, pots, and pans and wash as soon as possible. Wipe food spills from the table, countertops, stovetop, and floor. Remove trash and garbage from your apartment on a regular basis. Store grains (rice, cereal, etc.) and other such foods in sealed, airtight containers. Periodically, pull your refrigerator and stove out from the wall. Vacuum around coils, motors, and the backs and underneath these appliances. Wipe clean all exterior surfaces with warm soapy water. Before moving appliances back into place, thoroughly clean floor and wall surfaces and under and behind these items. Periodically remove light fixture covers and clean with warm, soapy water. Regularly vacuum all carpeted areas to avoid any accumulation of food crumbs in carpet. Keep up your laundry on a regular basis. Do not allow large piles of dirty or wet/damp clothing to accumulate.

**Infestation:** Tenants are responsible to pay for professional removal of insect infestation caused by the Tenants including, but not limited to lice, fleas, bedbugs, etc. which, through the Tenants' conduct, caused infestation to the premises. As well as any apartments next to the infested apartment that need to be treated.

#### Plumbing

Residents will be responsible for the cost of unstopping stools and drains, unless stoppage is due to defective plumbing. The following are major causes of clogged drains: All Wipes (Including Flushable) Insecticides, household paint, gasoline, acids, kerosene, kitchen grease, rags or paper towels, candles or wax, excess hair, motor lubricating oil, large lumps of toilet paper or paper products, any toxic chemicals, toothbrushes, picnic items such as plastic utensils, coffee grounds, tea bags and eggshells. The items above are damaging and are hard on drains and drainpipes. They make sewage treatment more difficult and increase operating and maintenance costs. By avoiding the placement of these items down your drains you can keep plumbing in good working order. Failure to follow the above guidelines may result in applied tenant charges and billing for damages and repairs. Use only non-abrasive cleanser on all bathroom fixtures (tub and sink).

#### Outdoor Barbequing or Grilling

Please refrain from cooking or barbequing on any porch, patio, balcony or wooden deck. All cooking devices must be always attended by an adult and 15 feet from the dwelling when in use. All fuel cylinders shall be stored outside, not in any storage area and should be chained up to prevent tampering. Any damage to the siding or any other part of the property is the responsibility of the tenant and may result in charges for repairs.

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#### Clothes Drying

Clothes drying is not permitted on patio fence or balconies. Resident shall not install any clothesline.

#### Shower Curtains

Shower Curtains are required for any shower that does not have a shower door already installed.

#### Appliances

- Disposal (where applicable) - it is recommended that the cover be kept in the drain position when not in use to prevent foreign materials from accidentally dropping into the waste disposal unit. In using your disposal, be sure that you have the cold water turned on. It is important to have a sufficient flow of water to flush waste through the drains. Do not put the following in your disposal: bottle caps, glass, pins, crockery, rags, string, paper, wire bread wrappers, banana peels, celery stalks, fibrous foods, cabbage, turkey, onions, coins, spaghetti or noodles, chicken fat, coffee grounds, uncooked beets, grease, bones, or silverware. If the disposal should not operate, push the reset button until it clicks – turn on the cold water and turn the electric switch on. If the unit does not operate, call the property manager's office for service. Any damage or cost for repairing the disposal because of negligence will be charged to the residents.
- Refrigerator/Freezer - Your refrigerator and freezer may require defrosting regularly from preventing frost build up. Do not use a sharp instrument to pick or scrape off the ice.
- Dishwasher – Residents are responsible to use the dishwasher properly. Damage resulting from misuse may result in a charge to the resident.
- Clothes Washer & Dryer - Residents are responsible for using the Clothes Washer and Dryer properly. Damage resulting from misuse may result in a charge to the resident.
- Appliances not permitted - Deep freezers, electric car heaters and electric space heaters are not permitted unless there is written permission from the landlord.
- Portable Washers and Dryers are not allowed in units that do not have washer and dryer hook-ups. Contact your property manager if you have any questions about these appliances.
- Any appliance that tenant brings onto the property and uses in their unit is their responsibility to repair as needed and remove from the unit when the tenant moves out. Any damage caused by these appliances will be the responsibility of the tenant to pay for repairs.

#### Outside Grounds

- Residents will be responsible for damage done to sod, trees. Shrubs, flowers, mailboxes, windows, entrance doors and play equipment by their family or guest.
- Residents have the right to maintain outside furniture and plants or cultivate flowers and small plants in the appropriate areas adjoining the apartment, provided, however, owner reserves the right to remove or require removal of any furniture or planting which, in its sole judgment, are unsightly, unsafe, or detrimental to the apartment community. Resident agrees to maintain the apartment and patio areas adjoining the apartment in a clean and orderly manner. Balconies, patios, and terraces shall not be used to store personal property. No towels, rags, rugs, laundry, or other items shall be hung from any of these structures. Residents shall not

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make any permanent physical changes in the apartment without the written permission of the owner.

- Satellite Dishes/Antennas – Satellite Dishes and Antennas are strictly prohibited.
- No personal belongings of any type are to be left on lawns, walks, parking areas, stairs, landings, patios, or in any other common areas. Only items approved for outdoor use may be stored or kept on any patio, porch or deck area that may be attached to the lease premises with written approval by the landlord.
- Yard or Public Sales - Resident is not permitted to have a yard sale, post notices about personal items for sale, or hold any public sale in the interior or exterior common area of the premises or in their yard (if applicable) without prior written consent of the Landlord.

#### Littering

- Disposal of cigarette butts and/or other smoking material(s) should be disposed of in the property receptacles. Residents who violate this rule are subject to the Damages Charges listed below.
- Disposal of items as small as candy, chewing gum wrappers and/soda cans to as large as a mattress or sofa on apartment community grounds is strictly prohibited. Residents who violate this rule are subject to the Damages Charges listed below.
- The first offense of Littering will result in written notification from management regarding the incident.
- The second offense of Littering will result in written notification from management regarding the incident and a minimum \$50.00 damage charge, or actual cost, whichever is higher, charged to the resident(s). Payment in full is due within thirty (30) days of receipt of an invoice for the charges. No Cash is accepted. Money order, cashier's check, or personal checks only.
- All subsequent offenses after the second will result in a written notification from management regarding the incident and a \$100.00 damage charge, or actual cost, per incident, charged to the resident(s). Payment in full is due within thirty (30) days of receipt of invoice for the charges. No Cash is accepted. Money order, cashier's check, or personal checks only.
- Repeated littering offenses may result in the termination of the lease Agreement for non-compliance of the terms of the Lease Agreement and Community Policies.

#### Parking

- Parking is on a "first come, first serve" basis.
- Only authorized vehicles may park in handicap parking spaces – unauthorized vehicles will be towed at the owner's expense.
- Changing oil and other repair work on vehicles, trailers and boats is not permitted on premises.
- Vehicles not in operating condition will be removed from the premises at the resident's expense. This includes cars that have been wrecked or have a flat tire.
- Owners of vehicles, which leak oil or other substances, will be required to pay the cost of parking lot clean up or repair.
- Trucks, trailers, buses, boats, or any other recreational vehicles may be parked only with the written permission of the management.

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- Any illegally parked vehicle will be towed away at the owner's expense.
- Washing of cars on the premises is not allowed.
- All vehicles parked in the parking lot must meet all requirements to operate on city streets.
- Management reserves the right with proper notification to restrict the number of vehicles permitted in the provided parking areas on a per unit basis.

### Health and Safety

- Hazardous Substances - Please do not bring anything into your apartment or the community that increases the risk of fire. Examples of items that could cause an increased risk of fire include flammable oils, fluids, propane, benzene, gasoline, kerosene, or other hazardous materials.
- Bicycles, skateboards, etc. – All wheeled apparatus will be ridden in a safe and courteous manner. Wheeled apparatus may not be ridden on sidewalks, pedestrian areas, grass, or planted areas in such a manner as may cause damage to the premises, create unsafe conditions, interfere with access, intimidate or threaten others, or interfere with the peaceful enjoyment of other residents or guests.
- Trash - All trash should be placed in plastic bags and disposed of in the appropriate waste containers. Bulk items should never be disposed of outside of waste enclosures or left on community grounds. Please do not place any trash on stairways, balconies, or porches.
- For any emergencies, call 911 first. After calling 911, please report the incident to the property manager's office.
- HVAC/water heater closets – no items should be stored in HVAC/water heater closets for any reason, at any time. If management finds items stored in closets, you will be asked to clear these items out. Failure to do so will result in a lease violation.

## Property Maintenance

### Tenant's Maintenance Responsibilities

The tenant is required to promptly notify Equity Management of all needed repairs. Failure to inform Equity Management of water leaks or any condition which results in damage to the property will cause tenant to be held liable for the cost of repair of subsequent damage!

Telephone notification is only acceptable in cases of danger to person or property. Written notification is required for all nonemergency repairs per the lease agreement. There are some items that you can take care of yourself such as clogged garbage disposals, resetting GFCI switches, plunging toilets, and other minor repairs.

It is your responsibility to cooperate by allowing the landlord's repairman in the property for scheduled maintenance and repairs. Be sure to call maintenance at least a day before if you are unable to keep your scheduled appointment. If you fail to keep a scheduled maintenance appointment, you will be charged \$100, due immediately.

If there is still a problem after a recent repair has been completed (within 30 days), call us. If you fail to report this problem and it causes further damage, you may be responsible for its cost.

Damages caused by abuse or misuse will be charged to you at any time throughout your lease term. We will rely on the servicing contractor or property manager to tell us if you caused the problem.

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Inform Equity Management of any and all:

- Signs of mold in the property
- Toilet & faucet leaks and any plumbing backup
- Electrical problems
- Heating & air-conditioning problems
- Inoperative smoke detectors and carbon monoxide detectors
- Faulty appliances (those included in Rental Agreement)
- Roof leaks
- Gas leaks
- Broken windows & doors
- Unsafe, unhealthy or dangerous conditions
- Evidence of termite or wood ant infestation

### How to Submit a Repair Request

Because we put such a high priority on keeping the property in good condition for the enjoyment of the tenant, we make it easy to request maintenance and other issues with the property at your Tenant Access portal at [www.myEquityManagement.com](http://www.myEquityManagement.com).

As per your lease, all requests for routine and nonemergency maintenance must be made in writing. Please submit a separate request for each maintenance issue. Be very specific and include appliance brand names, model numbers and color. The more specific you are, the faster your request will be assigned to maintenance. You can even upload pictures to the request.

Nonemergency repairs are done during normal business hours (9:00 a.m. to 6:00 p.m. Monday through Friday).

If you have a valid emergency that cannot wait until the next business day, call (877) 223-0572 and our answering service will contact us, and we will take appropriate action.

#### **THERE IS NO NEED TO MAKE MULTIPLE CALLS.**

Remember, maintenance personnel will not make an immediate appointment for nonemergency repairs. We know that repairs are an inconvenience and promise to address them diligently. We appreciate your patience and cooperation. Not all maintenance personnel are also employees of our company, so consequently we do not control their work hours. Please contact us if a repairman does not arrive or if the work is not completed in a professional and satisfactory manner.

Maintenance Priorities are determined using the guidelines below, and there are target completion times for each. The following maintenance categories are:

#### **Category 1: Emergency Maintenance**

Emergency defined: Anything relating to the property under the lease that is threatening to life, health, safety, or destruction of the property. Fire (please call 911), flood, sewage backups, gas odors (please call gas company), broken water pipes, trees falling on the building, and property-damaging leaks. **A broken air conditioner or heater is NOT an emergency.**

Target: 5 to 8 hours

#### **Category 2: Urgent Maintenance**

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Broken air conditioner or heater, oven not working, water heater not working, plumbing repairs, loose railings, wobbly decks, electrical problems, etc.

Target: 2 to 4 business day service

Note: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.

#### **Category 3: Normal Maintenance**

Appliance repair, garage door repair, garbage disposal not functioning, dripping faucets, running toilets, etc. Equity Management is not liable for loss of food caused by appliance breakdown or for damaged belongings due to water leaks. Please make sure that you have adequate renter's insurance to cover unforeseen personal losses.

Target: 4 to 8 business day service

#### **Category 4: Nonessential Maintenance**

Fence Repair, Patio Repair.

Target: 30-day service

### Emergency Maintenance

Equity Management has an answering service for after-hours maintenance emergencies. **IMPORTANT!!!** Identify emergency repairs from those which are not. You will be charged for the service call if you leave messages with our answering service that are not considered emergencies. We define an emergency as anything that threatens the health and/or safety of the tenant or destruction of the property like flood, fire, sewer backup, burst water pipes, burst water heater, etc. For life-threatening emergencies, call 911 first and then call our office at (877) 223-0572. All after-hour callers please leave your name, address, and phone number. Your call will be returned as soon as possible. Once again, a broken air conditioner or heater IS NOT an emergency.

Warning: If you claim you have an emergency and one does not truly exist, you will be charged back the service charge for the contractor/service representative responding to the call. Crying wolf will cost you money. Do not call in an emergency unless it is truly an emergency.

### After-Hours Maintenance Charges

Our contractors expect additional compensation for working weekends, holidays or after normal business hours. Unless it is an emergency, when you schedule after-hours maintenance, you will be responsible to pay the after-hours premium charges. They have families just like you and prefer not to be working evenings, weekends and holidays. If you require a special appointment time with a repairman and it results in the repairman billing an extra fee, you will be charged that amount which exceeds the regular service fee. This fee will be due **BEFORE** the repair is done, and it will be paid directly to the repairman.

### Tenant Damages/Maintenance Chargebacks

Repair for damage caused by your neglect, abuse, or misuse will be charged back to you in full at any time throughout the lease term. We will rely on the servicing contractor, employee, or property manager to tell us what caused the problem. A few examples of misuse include clogged plumbing due to items dropped in the toilet (toys, brushes, diapers, napkins, and personal items), a jammed garbage disposal, a broken window, kicked in doors, holes in walls, etc. The repair cost will be your responsibility.

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This is not considered equipment failure, and you should do everything you can to handle these issues yourself. Unless the contractor indicates it was not caused by you (roots in system, pipe collapsed, septic tank backup), we will assume the problem was caused by misuse, and not by a defect of the property.

Tenants will be responsible for any damage that results from early utility disconnections that results in frozen pipes or damage related to the unit. Please ensure the utilities are left on until the end of your lease, not on the date you move out. The lease always ends on the last day of the move-out month.

### **Maintenance Chargebacks**

If the contractor, repair person, employee, or property manager we send to the property tells us the need for maintenance is due to your negligence, abuse, or something easily remedied like resetting a GFCI outlet, circuit breaker tripped, plunging a toilet, changing a lightbulb, or garbage disposal not re-set, you will be billed for it at any time throughout your lease term. Failure to pay the bill will result in an outstanding balance on your account, which will need to be paid with your next rental payment or sooner.

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#### Tenant Renovations or Repairs

If the tenant calls a repairman, we will NOT reimburse tenant for incurred repair costs. As per your lease agreement, tenants may not do major repairs or alterations. If you want to make a special request to do any renovation or repair to the property:

- Submit your request in writing before making any changes
- Do not proceed with any work until you are notified by Equity Management
- Equity Management will contact the owner and determine if the request is reasonable/acceptable
- Equity Management may be required to obtain an estimate for restoration of the renovation
- Tenant may be required to pay an additional security deposit equivalent to the estimate for the restoration of the renovation
- Sign an Equity Management agreement regarding the alteration/repair

If the request is accepted, you must do one of the following prior to returning the keys after you move-out:

- Either leave the alterations (if this is part of the owner's condition of acceptance of alteration/repair).
- Or return the property to its original state (if this is part of the owner's condition to accept the alteration/repair)

If you do not return the property to its original state, you will pay for any necessary repairs to restore the alteration/repair to its original state. This includes, but is not limited to, painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences, utility buildings, etc.

## Tenant Move-Out Procedures

### Move-Out Notice

Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 4.1 of the lease) except under the military clause (paragraph 4.4 of the lease). THE MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- The advance notice must be at least thirty (30) days.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- Move out date must be the last day of the month. We do not pro rate upon move out.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Rental Agreement, we must give you the same advance notice—unless you are in default.

### Auto-Payment

If you have set up auto payment for rent, please remember to delete your auto payment after the last month's payment or make sure that it will end according to the lease end date.

### Utilities

If tenant cancels utility service prior to the lease end date, tenant will be charged a \$50 administration fee and could be liable for any utility reconnect fees incurred by the management company.

### Cleaning

#### General Cleaning

- Leave the property clean throughout the interior and any applicable exterior areas. Accumulated dirt and grime are **not** normal "wear and tear."
- This includes floors, windows (inside and out), windowsills, doors and door frames, baseboards, mini blinds, wipe out drawers, shelves, all appliances, sinks, toilets, bathtubs, showers, vanity, light fixtures, fireplaces, remove cobwebs inside and outside, etc.
- Pick up debris in any exterior area and dispose properly.
- Close and lock all windows and doors.
- Painting & Nails: Please remove all nails on walls. Do not fill holes caused by picture hangers or touch-up paint without approval. If you paint or fill holes and it does not match, you will be charged for all necessary repairs and repainting.

#### Carpet Cleaning

- Tenants are required to have the carpets professionally cleaned after move-out. This must be done after you have completely removed all of your belongings and vacated the property. A receipt from a professional carpet cleaning company **MUST** be provided to us when you turn in

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your keys. Do not rent machines from a store or use home cleaning machines. Only professional cleaning is acceptable.

- Be sure to have any spot treatments or pet treatments done as needed. If there are any pet odors after you have vacated the property, you will be responsible for the cost to remove it.
- If you hire a carpet cleaner other than the ones we use, be sure they will guarantee their work to Equity Management's standards and satisfaction.
- You may contact Equity Management for a list of carpet cleaning companies

#### Additional Responsibilities if You Had a Pet

The Pet Addendum calls for some specific items that you must do upon move-out if you had a pet:

- Have the carpets professionally cleaned and deodorized. Have a receipt ready for Equity Management when the move-out walkthrough is done, or funds will be withheld to have the carpets cleaned and deodorized.
- Have the carpets professionally treated by a pest control company for flea removal. Even if you believe your pet did not have fleas, this is required as part of your pet addendum. Have the receipt ready for Equity Management at time of move-out or Equity Management will charge for this item.
- Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, and repair any damage caused by the pet. Owners are particularly sensitive to pet damage, so we must also be.

#### Returning the Keys

Until your keys are received by Equity Management, you are considered to be in possession of the property. It is not enough to be moved out. You must also deliver the keys in order to turn over the property to Equity Management and end your tenancy. This step must be completed timely (by the end of your final month) to end your lease and avoid additional cost to you (by causing a holdover situation).

All furnishings must be removed, and all cleaning accomplished before the keys are returned to Equity Management.

Tenants are not permitted back on the property after vacating and turning over the keys except for the post Move Out Walkthrough.

#### Holdover (when a tenant stays past the move out date)

You must obtain an extension in writing from Equity Management to remain in the property after the move-out date. Otherwise, this will be treated as a "holdover", and you will be responsible to the owner for additional rent, fees, and legal damages per your lease agreement – paragraph 4.2.

#### Post Move Out Walkthrough

The resident must be moved out by 11:59 p.m. on the day the lease ends.

- All keys, fobs, pool passes, etc. should be returned to the office in a labeled zip lock bag during business hours so that we know what is accounted for on the move-in condition form.
- A representative from Equity Management will conduct a move-out walkthrough within 72 hours. The purpose of this walkthrough is to compare the condition of the apartment after

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move-out to how it was before the resident moved in. This is done by using the MOVE IN/MOVE OUT Premises Inspection Form the resident filled out one week after moving in. Any cosmetic or mechanical defects found in the apartment not listed by the resident at move-in will be the responsibility of the resident.

- Residents are not expected to be present for the walkthrough, though they may choose to be. If you choose to be present, you must notify our office so that we can send you the date of our appointment. Move Out Walkthroughs will not be conducted on major holidays or weekends.
- Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

### Security Deposit

The security deposit is determined at the time the rental application is approved, and the amount is clearly stated in the lease. This is meant to secure a complete and faithful performance by the resident of all terms and conditions of the lease agreement. If the resident becomes in breach of the lease due to physical damage or any charges that have not been reimbursed through the term of the lease, the lease may be terminated, and the costs will be taken out of the security deposit.

1. You can expect to receive the Itemization of Security Deposit within thirty (30) days of your move out date.
2. **The security deposit can never be used as the last month's rent.** If the last month's rent is not paid, it could lead to additional late fees, a negative rental verification history, and/or a possible eviction on your record which could negatively impact your credit.
3. Tenant agrees that no interest will be accrued and paid on the security deposit.
4. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, and, if allowed by statute, attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract and these charges may be deducted from any deposit. You'll be liable to us for: (1) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; and (2) accelerated rent if you have defaulted.

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#### **Deposit Return**

At the termination of occupancy, we will inspect the apartment and compile a listing of any damage to the apartment which is the basis for any charge against the security deposit. We and you shall then sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If you refuse to sign such listing, you must state specifically in writing which items on the list you dissent and then sign such statement of dissent. If you dispute the accuracy of our final damage listing and choose to bring a claim against us for your security deposit, your claim is, by statute, limited to those items to which you specifically dissented, and if you fail to sign the listing or specifically dissent in accordance with this provision, you are not entitled to recover any damages under this Section. You have the right to inspect the apartment to ascertain the accuracy of such listing. If no rent is due at the time of move-out, surrender or abandonment, we will mail you such list. You will have 60 days from the postmark date to contact us to receive your refund. If we have not received a response from you within 60 days of the postmark of our notification to you, we may remove the deposit from the account into which it was originally put, and retain it free from any claim by you or any person claiming it on your behalf.

#### **Surrender, Abandonment, Eviction**

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, or eviction doesn't affect our duty to give you prorated credit for rent later received from others during the remainder of your lease term or renewal period.

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## Summary of Fees

- **After Hours Charge** - If a walkthrough must be conducted outside of normal business hours, the tenant may be subject to a \$100 convenience fee.
- **Certified Letter** - \$20 if any resident caused situation demands a certified letter.
- **Change of Move-In Date** - \$50 plus prorated rent for the extra days. Possession date cannot be moved back once the lease is signed, regardless of the actual move in date.
- **Change of Household** - There will be a \$75 administrative fee for any changes/modifications to lease holders in addition to any applicable application fees for adding person(s) to the lease.
- **Court Costs** - If any court costs are incurred, residents will be responsible for actual court costs plus a \$100 administrative fee for any filings.
- **Monthly Rent** - Resident will be charged *full monthly rent* for each month (full or partial) they are in possession of the apartment until all keys are surrendered.
- **Early Termination Fee** - Resident agrees to be charged an early termination fee equal to three months' rent if they terminate the lease prior to the lease end date.
- **Early Disconnect Fee** - If tenant cancels utility service prior to the lease end date, they will be charged a \$50 administration fee and could be liable for any utility reconnect fees incurred by the management company.
- **Expedited Move In** - If you must move into the property within **three** business days of the application **acceptance**, a \$150 fee is charged.
- **Failure to Connect Utilities** - \$50 per utility service. Resident will also be responsible for any bill Equity Management/Landlord receives for the dates of your tenancy. Equity Management/Landlord retains the right to terminate utility services held in Equity Management/Landlord's name at any time.
- **Failure to Provide Access for a Work Order** - \$70 will be charged to the resident for failing to provide access for a work order after submitting it through the portal and receiving vendor contact information and scheduling a repair time.
- **Failure to Provide Access for a Time-Sensitive Work Order** - \$100 will be charged to the resident for failing to provide access for a time-sensitive work order after submitting it through the portal and receiving vendor contact information and scheduling a repair time.
- **Holdover Fee** - as per lease
- **Late Fees** - Late fee on the 6th and \$5/day thereafter.
- **Lockouts** - A key to the property may be picked up from our office location during regular business hours. The key must be returned within 24 hours. If it is not returned within 24 hours, the resident will incur a \$75 fee.
- **Mailbox** - Resident is responsible for getting new copies of keys to their cluster mailbox.
- **NSF Fees** - \$50 for each occurrence.

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- **Rekeys** - The required and authorized rekeying process is at no charge to you. However, if any unauthorized rekeying is done, such as buying and replacing your own locks, there will be a \$100 fee in addition to the cost of authorized rekeying to be done by a locksmith.
- **Trip Charges** - Unnecessary trips for service and maintenance will be subject to the cost of the service plus a trip charge of \$100. Unnecessary trip items include those that are of the resident's responsibility including but not limited to, changing light bulbs, smoke detector batteries, or HVAC filters. Trip charges also occur if a vendor, member of management team, or an agent makes an appointment with the resident and cannot access the apartment or the resident is not prepared for the appointment (i.e. move-in walkthrough, etc.)
- **Unauthorized Pet Fee** - If there is an unauthorized pet at the property, there is a \$100 initial violation and a \$10 per day violation fee until the pet is removed from the property.
- **Unauthorized Resident** – as outlined in the lease.

Other charges and fees as outlined in the lease and move out documentation.

## Disclaimers

### ***Liability Disclaimer***

Notwithstanding any terms or provisions in this Tenant Handbook or your lease to the contrary, Equity Management and the owner shall not be responsible for damage, injury, death or liability of any nature or kind arising from or related to any action or failure to act, whether negligent or intentional, on the part of any tenant or any guests, invitees, licensees or other persons in or about the leased premises.

In any event you or any person present on the property makes or attempts to make any repair or maintenance to the property, or any portion thereof, you, as the tenant, are assuming all the risk and liability for injury or death arising from or related to the activity attempted or undertaken.

### ***Warranty Disclaimer***

EXCEPT TO THE EXTENT SET FORTH AND REQUIRED UNDER THE LOCAL LANDLORD/TENANT ACT, THE OWNER AND EQUITY MANAGEMENT MAKE NO WARRANTIES OF ANY NATURE OR KIND AS TO THE PREMISES, EXPRESS OR IMPLIED. AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF "FITNESS FOR A PARTICULAR PURPOSE OR USE" ARE HEREBY EXPRESSLY DISCLAIMED.

### ***Interpretation and Permission Disclaimer***

The Landlord's interpretation of these Rules and Regulations, and the Landlord's decisions based thereon, shall be final and conclusive. A failure of the Landlord to insist upon strict performance of any of the Rules and Regulations contained herein shall not be deemed a waiver of any of the rights or remedies the Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms of these Rules and Regulations.

Resident(s) permission for use of all common areas and Resident amenities located at the Apartment Community is a privilege granted by the Landlord, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, Lease Addendums, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Landlord at any time for any lawful reason. In all cases, the strictest terms of the Lease, Lease Addendums, or the Community Rules shall control. Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Landlord harmless and release and waive all claims, allegations, actions, damages, losses, or liabilities of every type, whether foreseeable, that Resident(s) may have against Landlord and that are in any way related to or arise from such use. This provision shall be fully enforceable by the law.