



1953 Garden Avenue
Eugene, OR 97403
P: (541) 465-3825
info@mallardproperties.net
www.mallardproperties.net

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Rules & Regulations

Welcome to your home away from home! At Mallard Properties, we strive for not only our success but also for our residents' success. This guide will help tenants become familiar with Mallard Properties Rules & Regulations, based on Oregon Landlord Tenant Act and City of Eugene Ordinances. It will also provide you with tips on how to make your stay with us easy.

MOVE-IN INSPECTION/DISCLOSURE

IMPORTANT: To help ensure that you are not charged for existing damages, an inspection of your unit will be done by Mallard Properties staff. A tenant walk-through form will be given to the roommate who picks up keys for the group. A copy of the inspection done prior to your move in, will be sent to each resident through your tenant portal. Upon arrival to your new home, please take a moment to look over the report as you walk through the unit. Be sure to note any damages not listed on the report on the walk-through form and email a copy of the completed form to our office. These items will be added to the electronic version of the report and an updated copy will be shared with you. Sign the report within 4 days of move in. If Tenants do not report any defect within such time, the Premises will be deemed acceptable, ready for occupancy and in good order, and accepted by Tenants in their current condition. The landlord's report regarding the condition of the premises will control. It is tenants' responsibility to report any defects in the Premises to Landlord in writing immediately.

MAIL FORWARDING

Contact the local post office to forward your mail to your new address. You can do this online at www.usps.com. You will also want to write all tenants' names on the paper attached inside your mailbox. This will notify the letter carrier of the current tenants living at the address and will help make your mail delivery go smoothly.

MAINTENANCE VIRTUAL TOUR

Designed to help our resident(s) save money by teaching you how to use the provided systems in your home and resolve the most common tenant billable maintenance requests. The best part, it is a Virtual Tour! No appointments necessary! This can be fit into your schedule when you have the time. Learn to reset your breakers, heaters, garbage disposal and much more. Maintenance calls start at \$70 per hour with a one hour minimum for each call. Hourly rates are subject to change with no prior notice. Additional charges will be added for parts etc. if this is a billable item to the resident. Charges will also apply for no show appointments with our staff and outside vendors. Additional information can be found here or reach out to the office. <http://www.mallardproperties.net/maintenance-virtual-tours/>

MAINTENANCE

Our AppFolio Tenant Portal allows tenants to submit Maintenance Requests. All damage and/or malfunctions to the Premises must be reported immediately to Landlord in writing. Landlord will not be aware of any maintenance issues unless you submit a request. Tenant's failure to properly ventilate and control moisture in the Premises may cause lifestyle mold. Landlord provides housing as free from mold as reasonably possible. Behaviors of tenants and failures to clean greatly affect the likelihood of mold growth. If maintenance has to clean up lifestyle mold that could have been prevented, labor will be

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billed accordingly to the tenants. All repairs must be approved by the Landlord in writing. Tenants cannot hire out their own contractors to make repairs unless previously approved by Landlord in writing. Tenants also agree not to allow any damage to or waste of the Premises, other than normal wear and tear that is reasonable for residential usage, and that Tenants will be responsible for all costs to return the Premises to the condition required by this Lease. Tenants will also be responsible for any excess water or electrical charges as the result of Tenant caused damages. Reasonable wear and tear does not include damage due to break-ins or intentional acts, whether by Tenants or third parties. All plumbing lines in dwelling units are in working order when tenants move in. Tenants are responsible for all damage to property or premises caused by clogged waste pipes, overflow of sinks, bathtubs, toilets, garbage disposals, dishwashers and washing machines, and failure to report any leaks immediately to Landlord. If tenants install a toilet tank cleaner, tenants are responsible for any damages caused by these products. They may void fixtures warranty and may cause the toilet to leak. We will not be held responsible for tenants' knowledge, or lack thereof, with what goes down a garbage disposal, and all other plumbing fixtures. Anything that goes down the garbage disposal, sinks, toilets and showers from the day tenants' takeover is tenants' responsibility to pay to clear and /or return to working order. If the issue results from warranty or materials failure we will cover the costs. If it is due to tenants or tenant's guests, the damage will be billed accordingly. Included but not limited to: windows, doors, screens, plumbing, etc. Don't throw anything – food, trash, Q-tips, Kotex, Condoms, Tampons, toothbrushes, disposable razors, plastic combs – down plumbing drain lines. If that's what we find when we clean it out, tenants will be billed. All **approved** repairs will be completed by our choice of company.

PARKING/VEHICLES

Only vehicles that are operational and that are registered, insured, and licensed may be kept on the property. Vehicle repairs, overhauls, including but not limited to changing oil and fluids are not allowed on site. Automobile parking may be limited at certain properties. Assigned parking space may be located at another nearby Mallard Property. All parking that may be available is COMPACT and are for tenants parking only, **NO** visitor parking. Resident(s) are not permitted to park commercial vehicles on the property. All tenants' vehicles need to be pre-registered with Mallard Properties, display parking tag or other device, and parked in their designated space only. Vehicles not registered with us and vehicles that are improperly parked will be towed without warning, at tenants' expense. All vehicles that block or prevent access by emergency vehicles; blocks or prevents entry to the premises; violates posted no-parking signs; blocks or is unlawfully parked in a space reserved for person with disabilities; or is parked in an area not intended for motor vehicles including but not limited to sidewalks, lawns, and landscaping will be towed at the owner's expense. Landlord shall not be responsible for loss or damage to Tenants' property, including but not limited to damage by third parties, loss or damage due to thefts, damage to vehicles, damage from break-ins, indirect or consequential damages or from any cause whatsoever, except to the extent such limitation is not permitted by law.

LOITERING

Tenants and their guests are not to loiter in any other area other than tenants dwelling. This includes, but is not limited to: courtyards, hallways, stairwells, elevators, and entrances of buildings, building landscape, or parking garages. Tenants and their guest also shall not

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interfere with the peaceful and quiet enjoyment of residents by constant pedestrian traffic in and out of the rented premises.

NOISE

We enforce all federal, state, and local law, at all times. Tenants shall limit sounds or noises to a reasonable volume at all hours that will not disturb neighbors' peaceful and quiet enjoyment of the property. I understand and agree that I am responsible for damages and charges resulting from loud parties, disturbance of neighbors, etc., at Tenant's rented premises, including but not limited to fines and penalties assessed by the City of Eugene under its "social host ordinance," City Code Ordinance Number 20504. [For information, see: <http://www.eugene-or.gov/documentcenter/view/10635>] I understand that I am responsible for my guests' behavior. **Fireworks are not permitted on the grounds.**

SAFETY

Keep your doors and windows locked. We believe tenants' rental is reasonably secure: tenants' windows have latches and tenants' door have a locking door handle or deadbolt or both.

Tenants are responsible for notifying management of non-working locks. Mallard Properties is not responsible for any tenants' personal belongings on our property at any time (i.e., break-ins). If tenants don't believe these are working properly, or are insufficient, please let us know and report it to the Landlord in writing. We care about tenants' safety and security.

SMOKE/VAPE-FREE AGREEMENT

Tenants agree to prohibit smoking, carrying a lighted smoking instrument, or vaping in the unit/premises, within ten (10) feet of any door, window, or entrance, or anywhere on the premises. Tenants will also inform visitors or guests of this no smoking or vaping policy. Please report to management if any incident of smoke or vape is migrating into tenant's residence or any other violations related.

GARBAGE

Owner/Agent may provide residents with garbage and recycling services. If garbage and recycling services are provided, they will be picked up weekly. If you find the dumpster is full, please call our office to let us know so we can contact the garbage services for a pickup. Please put garbage IN (**not around**) the dumpster. **Please keep the lid closed and lock the padlock after use.** Tenants who leave garbage outside their apartment or around the dumpster will be provided a written warning notice, and on a second or subsequent violation billed \$50 for violation of the contract. Do not discard cigarette butts, furniture items, mattresses/box springs, in or outside of the garbage area. See fees section for penalties. **When in doubt, look up the item here www.laneounty.org/garbageguru**

KEY FOB ACCESS (If applicable)

If access to the interior corridors is controlled by an electronic key fob/password system, each tenant will be given their own unique 5-digit access code and a key fob. These key fobs can be de-magnetized, so please keep them away from microwaves, cell phones, magnets, etc. **Do not give the access code to anyone else.** In the case of excessive use of tenants' access code management, may, at its sole discretion, assign tenants a new fob and code. Mallard Properties reserves the right to revoke the use of access codes for door entry resulting in card entry only.

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Tenants should report lost or stolen key fobs immediately by calling the Mallard office. DO NOT LEAVE THEM IN YOUR CAR AT ANY TIME.

The cost for a new fob and code is: First new fob and code is \$25; Second is \$35; Third is \$50.

GARAGE (If applicable)

The garage door is a mechanical device and can be rendered inoperative at any time. The garage door was added to limit non-residents from accessing this parking area. Landlord shall not be liable for a temporary failure of the gate. Neither Landlord nor landlord's agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate and tenants agree on behalf of themselves. Landlord shall not be responsible for loss or damage to Tenants' property, including but not limited to damage by third parties, loss or damage due to thefts, damage to vehicles, damage from break-ins, indirect or consequential damages or from any cause whatsoever, except to the extent such limitation is not permitted by law.

INTERIOR DECORATING

Small picture hangers are fine and allowed. Don't use screws or large nails longer than 1" on the walls. Don't stick anything on woodwork, including the doors. Please use the drapes or blinds we provide. Do not attach wires, satellite dishes, antennas or similar to the outside of the apartment, to the railing or to the roof. **No aquariums or water filled furniture is permitted without the Landlord's written consent or permission. There are to be no stickers, posters, decals, or signs in the windows, yard, or exterior of the building.**

PORTABLE COOLING DEVICES

Residents are permitted to use portable cooling devices/air conditioning units with approval and installation by Mallard Properties staff. Installation fees start at \$50 per hour with a one-hour minimum plus parts.

VIDEO SURVEILLANCE AND DOORBELLS

The use and installation of video cameras is prohibited. However, video doorbells are acceptable within the guidelines on the included Video Surveillance Addendum.

FIRE SPRINKLER SYSTEM (if applicable)

This building was built to fire and building codes. That includes a complete fire sprinkler system with sprinkler heads in every room. The sprinkler system will automatically activate in case of fire. The system is monitored and maintained by a professional fire sprinkler company.

Do NOT hang clothes hangers from the sprinkler heads.

Do NOT swat the sprinkler heads.

Do NOT hold a flame to the sprinkler heads.

The system may trigger and severe water damage can result. Any person determined to be responsible for damaging the fire sprinkler system or triggering the fire sprinkler system in the absence of a fire will be held liable for all damages and charges that result, which can run to thousands of dollars.

BEHAVIOR IN COMMON AREAS

No one is allowed to climb in trees or on railings. Tenants or guests are not to shake out rugs, pour/spray liquids, or throw anything over the railing. **No one is allowed on the roof.** No one is allowed inside the dumpster. Personal belongings are not to be in the common areas while not in use. Walkways

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and stairwells are to be used for walking to and from tenants' apartment only. They are not for lounging or loitering. There should be no personal items left outside of tenants' property or in the landscape. Outdoor type furniture is acceptable, while in use. Sofas or love seats or other large furniture items on outdoor patios is prohibited. Electric style BBQs are allowed; however, briquette and propane styles are prohibited, as well as fire pits/tables and outdoor heaters.

CONDUCT

Resident(s) and their guest(s) are expected to conduct themselves in a respectful manner. Resident(s) and their guest(s) shall not engage in drunk or disorderly conduct, verbal harassment of other residents, owner/agent staff, vendor staff or prospective residents. (e.g., screaming, yelling, swearing, or using profane or offensive words), written harassment (e.g., cyberbullying, sending mail, emails, or text with profane or offensive words) or physical harassment (e.g., assaulting, battering, intimidating, threatening physical harm)

BIKE PARKING

If tenants' property includes locked bike storage a key will be issued to tenants **only**, after bike is registered. Please do not give the key out to others. Bicycles are not to block walkways or sidewalks. Please do not attach the bicycle to trees, railings, or stairways. This is a fire hazard. Landlord shall not be responsible for loss or damage to Tenants' bike, including but not limited to damage by third parties, loss or damage due to thefts, damage to vehicles, damage from break-ins, indirect or consequential damages or from any cause whatsoever, except to the extent such limitation is not permitted by law.

VACATION NOTICES

Tenants shall not be absent from the Premises for more than **seven** days without first notifying Landlord of such absence in writing and paying rent for such period in advance. Any absence longer than seven days without such notice and payment shall be deemed an abandonment of the Premises. Tenant, and not Landlord, continues to be responsible for damage to the Premises in Tenant's absence; Tenant is responsible for preventing freezing of pipes and security of the Premises even while Tenant is absent. Follow the link below to complete your notice.

<https://www.mallardproperties.net/safety/>

CONTACTS

Utilities:

NW Natural Gas: (541)342-3661

Eugene Water and Electric Board: (541) 685-7000

Comcast: 1(800) 934-6489

Approved Vendors

Locksmiths

Eugene Lock & Safe: (541)345-5625

Plumbers

Pacific Plumbing: (541) 505-9312

Cleaning

Please ask Mallard staff for recommendations



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TEMPORARY OCCUPANTS/GUESTS

No more than the stated number of persons designated in the rental agreement shall occupy the unit. **No extra persons** are permitted to occupy the unit. Tenants shall not transfer their interest to or in this contract, nor shall tenants assign or sublet said premises. If you will be away from the property for an extended period, are planning on returning but would like someone to stay in your place; you will want to complete a Temporary Occupant agreement. You will need to come in with the Temporary Occupant, and the Temporary Occupant will need to bring in an application to Rent with Guidelines and a photo ID. They are not a tenant, so they can be asked to leave at any time. They cannot pay rent for the group, or turn in maintenance requests on behalf of your group.

EMERGENCY PROCEDURES

Management's definition of emergency prevails. Management considers the following to be a maintenance emergency: **Safety & Security** meaning somebody broke a window or an exterior entrance door, or another imminent hazard to life or property exists. **Water leaks** from somewhere it should not and you can't turn it off. **All other** maintenance inconvenience (i.e.: clogged toilet, lock-out, someone in your parking space, etc.) will have to follow protocol in written request via maintenance request.

Emergency phone # (541)465-3825

OFFICE CLOSURES

New Year's Day - Memorial Day - 4th of July - Labor Day - Thanksgiving Day – Black Friday
Christmas Eve & Day

I have read and understand these rules. I agree by my signature that they are incorporated into the lease. I agree to abide by them and understand violating the rules is grounds for termination of tenancy.

Sign

Date:

Initial(s):
