

RULES AND REGULATIONS

IF YOU WANT TO PARTY—RENT FROM SOMEONE ELSE!

1. LEASE Your lease is a legal contract designed to describe the terms of your occupancy and protect your rights. This book of rules and regulations is a part of your lease.

2. INDEMNIFICATION This lease is made on the express condition that Lessor is to be free from all liability or loss caused by Lessees, or Lessees' invitees' improper, negligent or intentional acts or omissions, including but not limited to liability or loss arising out of injury to person or property, while in or on or in any way connected with the premises or buildings, grounds or facilities elsewhere in the apartment community, or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of Lessee or Lessee's invitees. Lessee hereby covenants and agrees to and shall, indemnify Lessor and save Lessor harmless for any injury arising out of, any such improper, negligent or intentional acts or omissions however occurring.

3. MOVE – IN Prior to moving into your apartment or house, contact the utility companies approximately two weeks in advance to assure that all utilities have been reinstalled or transferred into your name. Payment of these utility bills is the responsibility of the residents, in accordance with your lease. Phone numbers and license plate numbers are to be turned into the office immediately! Each apartment or house has been cleaned, and inspected prior to your moving in. For your protection, examine your apartment or house and complete the move – in inspection form that has been provided. This inspection form must be turned in immediately. If you find something that you would like to have taken care of immediately, please write it down and bring it into the office. These items shall be taken on a needful basis (emergencies first).

4. MOVE – OUT Prior to moving out of your apartment or house, contact the utility companies approximately two weeks in advance to assure that all utilities have been paid for and assigned a disconnection or transfer date. Payment of these utility bills should be paid in full at the end of your lease term. Lessor will inspect each apartment and house after all Lessees have evacuated the premises. **READ THIS SECTION CAREFULLY:** Lessee(s) agree to pay the following cleaning charges after move-out, if the leased premises have not been cleaned to Lessors expectations:

- Carpets cleaned \$ 75.00 per room
- Janitorial cleaning \$ 45.00 per hour
- List of things included in Janitorial (This is not an all inclusive list):
 - Vacuum carpets
 - Walls, baseboards, ceilings wiped down
 - Clean kitchen cabinets and countertops
 - Clean refrigerator inside and out
 - Doors, windows, and window covering
 - Empty and sweep out garage and basement
 - Mop kitchen and bathroom floors
 - Built in shelves wiped down.
 - Clean sink, stove, and oven
 - Clean tub, shower, toilets fixtures & cabinets
 - Empty and clean storage closets
 - Remove all oil and grease stains from garage
- Repairs to premises:
 - Cost of Materials
 - Labor \$ 65.00 per hour

5. KEYS AND LOCKS Each Lessee is issued one door key. A duplicate key is retained in the office in case yours is lost or you lock yourself out. This duplicate must be brought back to the office immediately, otherwise your lock shall be changed and a charge of \$100.00 shall be assessed for new keys and a lock. Occasionally, everyone forgets their key and needs to borrow the duplicate from the office. However, if it happens on weekends, holidays or between 5pm and 9am Monday through Friday, you will be charged \$50.00 for each occurrence. **DO NOT** break into your apartment or house! If I cannot be reached, you should either find some place else to stay or call a locksmith. Either of these would be far better than the cost of fixing the damage done if you were to break in. No additional locks or similar devices shall be attached to any door or window without Lessors written consent. All locks have a special mastering system and should never be changed by anyone except management! No keys for any door other than keys provided by Lessor shall be made or used. If you lose your key, management will charge to re-key the lock. Charges will be \$100.00. If your keys are stolen and if you do not have a deadbolt and would like to have a deadbolt put on, the charge is \$150.00 per deadbolt and will be installed within 48 hours after management receipt of the money.

6. LATE CHARGES Late payments of rent or payment by dishonored check shall result in delinquency charge pf \$10.00 for each and every day after the date rent is due until such time as said rent is on a current basis. Also, in the event of a dishonored check there shall be an additional \$25.00 charge plus any bank charges incurred by Lessor and late fees accordingly. Charges heretofore described shall apply to each payment by each Lessee.

TAKE TIME NOW TO READ THE LAST PARAGRAPH AGAIN. I do not make any exceptions or accept any excuses. My payments have to be made and believe it or not, each and every penny must be in the bank on time. If one person is late the whole apartment or house is delinquent. This basically means that I do not care where the money comes from, the total amount due for the entire apartment has to be in my office on or before the due date!

7. MAINTENANCE Number is 217-345-5088 or Emergency Number 217-232-9254

Direct all request for maintenance to the management office. There is an answering machine if I am not in the office. All requests must be in writing, delivered in person or a message on the machine. Do not tell me something in the parking lot or at the grocery store, I will not remember! Write it down and put it in my mailbox or call it in.

REMEMBER: Use emergency number only in an emergency after 5pm. Emergencies are, broken water pipes, fire, etc. Even though I am not giving you my home phone number, somebody always seems to find it. **DO NOT CALL ME AT HOME!** I have a home life and I can not think of anything worse than being called at my home after 5pm. The only call I should receive at my home after 5pm should be a fire or broken water pipe.

Maintenance is provided to handle problems arising from normal wear and tear. However, failure to report a condition causing damage to an apartment or house (tile missing around the bathtub, leaking faucets, toilets, etc.) shall be considered negligence. Damage to the apartment or house, appliances, or common areas and surrounding apartments or houses due to negligence or willful destruction shall be charged to the resident(s) responsibility.

8. TRASH AND LITTER I can think of only a few things worse than litter. It amazes me that people still throw paper and other items on the ground. Littering is not only unsightly, it is an ecological nightmare and apparently enough people do not realize this. For instance, it takes 10 years for a cigarette butt to decompose!

All Lessees are responsible for trash and litter left in the common areas and on the grounds. This charge shall be on a pro rata basis unless the person or apartment or house who caused the problem can be determined, in which they would be responsible for such charge. If I find a bag of garbage in the hallway, the apartment or house responsible will be charged \$50.00 per bag, per occurrence. The next time you drop a wrapper, garbage, or anything on the ground or floors, remember you and your neighbors will pay for it. This also includes any of your invitees or your roommate's invitees.

9. OCCUPANCY LIMITS The person(s) permitted to occupy your apartment or houses are set forth in your rental lease. Any changes in occupancy from that stated in the lease must be approved in writing by the resident manager. Any unauthorized changes may terminate the lease or result in a forfeit of your deposit. Absolutely nobody is allowed to stay in your apartment beyond three nights at one time, unless they are on the lease. Mail will also not be delivered to anyone not on the lease.

10. NOISE & PARTIES Respect the needs of your neighbors regarding the loudness of your stereo, motorcycles, talking outside, etc. No selling of alcohol or cups on the premises. No drinking of alcohol in the halls or on the grounds. No narcotics or illegal drugs of any kind are to be sold or used on the premises. These premises are not to be used for any immoral or illegal purposes or in a manner as to become a public party. Please notify your neighbors and keep your guests from being too loud. Respectful mannerisms in regards to other residents are expected at all times in the buildings and on the grounds. Profane, obscene, loud, or boisterous language is absolutely prohibited. Residents are responsible for their guests' behavior and any damages done by their guests, whether you know them or not. Residents shall turn the volume down on stereo, television, receiver or other musical instruments between the hours of 10pm and 8am. The use of electrical devices causing interference with radio or television reception is not permitted. Three complaints will be cause for immediate termination of lease. No resident or guest misbehavior will be tolerated – this, too, is cause for eviction. My suggestion is, if you plan on having a lot of parties, or are loud people, live somewhere else. If you already live here, wait till you move to another place to have parties. Parties and damage caused from a party can be very expensive. If damage has occurred to the building, common areas, and apartments or houses or grounds resulting from you or a guest at your party, all residents in the apartment or house responsible shall pay for all damages within 3 days of notice. Take note that there are to be **NO BEER KEGS**, if one is found in your possession you will be charged \$500.00 per keg, per occurrence. **NO ORANGE FENCES** will be tolerated and any house. If one is seen on the property it will result in a \$500.00 fine. **NO OPEN FIRES** if an open fire is found on the premises or remains of an open fire you will also be fined \$500.00. **NO WATERBEDS** you will be required to remove the bed. **NO DARTBOARDS** you will be required to remove it. No pools or bars, as defined by the Lessor, are allowed on the premises. No fences temporary or permanent are to be placed upon the property with out prior written approval of the landlord. Any of the prohibited items will result in a **\$500.00 fine and/or a loss of your security deposit. THERE ARE ABSOLUTELY NO EXCEPTIONS TO THESE RULES.**

11. PETS READ THIS CAREFULLY! ABSOLUTELY NO PETS OR BIRDS SHALL BE KEPT IN OR ABOUT THE PREMISES. IF A PET IS FOUND IN YOUR APARTMENT AT ANY TIME FOR ANY REASON (WHETHER BELONGING TO YOU OR WHOSE OWNER IS KNOWN OR UNKNOWN, YOU WILL BE

CHARGED A \$500.00 FINE PER DAY PER PET PER OCCURRENCE PLUS ANY DAMAGES ASSESSED WITHIN THREE DAYS OF NOTICE AND ANY SUCH PET OR ANIMAL SHALL BE IMMEDIATELY REMOVED. IN THE EVENT OF FAILURE, THE MANAGEMENT SHALL ENTER THE APARTMENT OR HOUSE AND REMOVE SAID PET OR ANIMAL AND DESTROY OR DISPOSE OF THE SAME AND YOU WAIVE ANY CLAIM FOR DAMAGES BY REASON OF SUCH ENTRY AND DISPOSITION OF SUCH PET OR ANIMAL. NOW, GO BACK AND READ THIS SECTION AGAIN. THERE ARE NO EXCEPTIONS TO THIS RULE!

12. INSURANCE The apartment or house is covered by insurance to protect the owners against loss due to fire, wind, vandalism, etc. However, this **does not** protect the belongings of residents. We recommend that you contact a reputable insurance company and responsible for insuring personal effects of the residents, nor shall be liable to said resident or resident's agents, guest, or employees for any damage caused to them or their persons or property, by water, rain, snow, ice, sleet, fire, frost, storm, and accidents or by breakage, stoppage or leakage of water, gas, heating, and sewer pipes, or plumbing upon, about or adjacent to said premises.

13. TOILETS & SINKS DO NOT dispose of any non-dissolving items in the sinks or toilets which may cause blockage of the lines. Tampons, feminine napkins, and large amounts of toilet paper are the obvious ones, but hair, grease, pasta, etc. are equally as damaging. If it becomes necessary to call a plumber to clear a line blocked through carelessness or misuse; the residents will be held responsible for the billing. If the resident responsible cannot be determined, service calls shall be charged to all residents on a pro rata basis.

14. SCREENS & STORM WINDOWS Lessor has inspected all windows and screens. Any damage occurring to either shall be charged to the resident in the amount of \$100.00 for all windows and/or storm windows, \$175.00 for screens, plus the \$200.00 for the window frame. DO NOT pry screen from window for any reason. If you lock yourself out of the apartment or house, call management or a locksmith.

15. FIRE EXTINGUISHER, SMOKE AND CARBON MONOXIDE DETECTORS: If you use the fire extinguisher, report it immediately! There is a service charge of \$100.00 if it is reported and a \$1,000.00 service charge if it is not reported. Batteries are to be maintained and working in smoke detectors and carbon monoxide detectors at all times. If batteries are found missing, residents shall be charged a service charge of \$50.00. These measures are to keep you and your neighbors safe. The Lessees shall replace the battery should it fail during the terms of the lease.

16. SUBLEASERS All subleasers are to be approved in writing by management and all the original lessees. An additional non-refundable fee of \$200.00 for each sublease shall be charged. Again, I need to stress, just as you are responsible for you and your roommates' actions; you are also responsible for the actions of the sublesser and their guests. An additional security deposit is required of the sublesser (for your protection) and the sublesser and one original lessee are required to sign a sublease form. Keep in mind that when you sublease it does not let you out of the lease, you are still held responsible for all rent and any changes that occur during the lease period.

17. POLICE Lessee gives permission to Charleston Police Department to notify Lessor if police are called to their residence for any reason.

PLEASE INITIAL: _____

18. SECURITY DEPOSIT The security deposit is a breakage & damage fee and a guarantee of contract fulfillment. It will **NEVER** be applied to rent. So don't even ask!

19. GENERAL INFORMATION: Emergency Numbers: **POLICE, FIRE DEPT.** or **AMBULANCE**, dial **911**. Utility Numbers: CIPS: Electric and Gas 1-800-755-5000, Water: 217-345-8430, Trash: 217-345-7101. After 5:00 pm and on weekends 217-232-9254

ADDITIONAL TERMS TO YOUR APARTMENT LEASE
A Part of the Lease

It is agreed by the residents that individually and collectively, they shall be liable in full for attorney's fees and court cost arising from any legal action taken to enforce the terms of this lease or the collection of rent or any other charges due.

Residents shall be held responsible for damage to the hallways and common areas, and shall pay all charges within three days of notice. Damage to common areas shall be pro-rated to the residents.

Any violation of rules shall be deemed sufficient cause for eviction of Lessee(s). Lessor reserves the right at its sole option to amend or revoke at any time or from time to time, and all such amendments, revocations or new rules or regulations, in whole or in part, or to adopt new ones, at any time and all such amendments shall become a part of this agreement as of their effective date.

THE UNDERSIGNED DO HEREBY ACKNOWLEDGE THAT THEY HAVE READ THE RULES AND REGULATIONS AND UNDERSTAND THAT THEY ARE A PART OF THE LEASE.

PROPERTY ADDRESS

PHONE

DATE

LESSEE

LESSEE

LESSEE

LESSEE

LESSEE

LESSEE

LESSEE

LESSEE

LESSEE

LESSEE

LESSEE

LESSEE

AUTHORIZED SIGNATURE: _____
Gale Poteete, Licensed Leasing Agent

AUTHORIZED SIGNATURE: _____
Kristy Poteete, Broker