

RULES AND REGULATIONS

785-832-8728

www.lawrencepropertymanagement.com

1. Rent: Rent is to be paid on the first (1st) of each month through the online portal, or by check or money order dropped in the black rental drop box provided. The drop box is located at Summer Tree Townhomes, 605 Eldridge Building A. **Absolutely no cash is accepted**. All checks must have the apartment/townhome/duplex number clearly displayed on the check. Rent is late after the fifth (5th) with a late fee of \$35, and after the tenth (10th) \$5/day will be accrued and an eviction notice will be issued. **Holidays and vacations will not be considered for late payments**. After the 10th, if rent payment has not been received eviction proceedings will begin.

Checks must be written to the complex, or duplex, in which you are living. Please refer to your individual lease for that information.

- 2. Non Sufficient Funds Checks: All checks returned by the bank labeled non-sufficient funds (NSF) will be charged a \$30 NSF fee. In addition, all late fees will apply. After the second offense, only a money order will be accepted for the remainder of the lease term.
- **3. Possession:** At move-in, rent must be paid before keys and possession of the unit will be turned over to the 2nd Party. In addition, all utilities must be in 2nd Party's name and a copy of the confirmation numbers must be given to 1st Party.

Relinquishing possession must occur on or before the date the lease ends before/at 12:00 (noon). Relinquishing possession means all tenant property is removed from the unit, the unit is thoroughly cleaned, and all keys/garage door openers are returned to the manager. An inventory checklist must be scheduled and completed to finalize contractual requirements.

- **4. Number of Occupants:** It shall be a breach of the rental contract for any person to reside in the Premises without signing the lease agreement. Anyone staying longer than seven (7) days shall be considered residing in the Premises.
- **5. Repairs:** Non-Emergency repairs will be completed 8:00-5:00 Monday-Friday or as scheduled. Any problems with the unit should be reported immediately. What might appear to be a minor problem, may in fact, effect adjacent units and cause greater damage if not reported quickly. Emergencies would include fire, flood, backed up drain to unit, or gas/electrical related issues. If the required repairs are due to the neglect or misuse of anyone other than the Management/Landlord, the 2nd Party (Lessee) shall be charged for all labor and replacement costs. Tenant(s) are responsible for replacing light bulbs.

Maintenance requests are made through online portal. Emergencies (fire, flood, electrical, gas, backed up drain to unit) should be called in to 911 if needed or 785-832-8728.

Garbage disposals: Garbage disposals require care when using and please be aware of what is being put down the disposal. A reset button is located on the bottom of the disposal, and a wrench should also be located under the kitchen sink. If there is a buzzing sound and the disposal is not working, turn it off and insert wrench in bottom center of disposal and rotate in order to break the jam before turning back on. Please call if there is an additional problem.

Toilets: All plumbing has been delivered in working condition. If there are normal stoppages, tenants are responsible to plunge their own toilets. The water turn off for the toilet is behind the toilet if an overflow occurs. Please call if there are extensive problems.

All tenants need to be aware of the main water shutoff in the unit. It is usually located in the water heater closet, or on the basement wall closest to the front of the property. Please be aware of shutoff valves for toilets in case of an overflow. In the case of a backed up drain, absolutely no water should be run in the entire unit. This will only make the problem worse!

6. Parking: Only authorized vehicles as stated in rental application will be allowed permanent (overnight) access to the property. Parking is limited to 2 vehicles per unit. Any additional vehicles must be approved by 1st Party. No boats, trailers, inoperable or unlicensed vehicles may be parked on Premises or lawn. Any unauthorized vehicles will be towed at owners expense.

901 Illinois – On KU football home game days, tenant vehicles are to be removed from the parking lot on the west side of the building 5 hours prior to game time and until 1 hour after the game. There is street parking available for tenants on the east side of the building. It is recommended that tenants move their cars the night before to insure a parking place.

7. Winter Precautions: All outside spigots need to have hoses disconnected from October 1 through April 1 in order to prevent freezing.

Thermostats Second Party is/are required to have the heat set at a minimum of 60 degrees at <u>all</u> times during the winter months, including travel or absence. This is to prevent pipes from freezing and breaking. Second Party will be strictly liable for all costs incurred by frozen/broken/burst pipes due to negligence.

- **8. Insurance:** Renter's insurance is strongly recommended to all tenants, and **required** at 4205 W. 6th Street. 1st Party shall not be liable for any damage done to 2nd Party's personal belongings/property. 1st Party Landlord, nor its employees or owners, shall be liable for any damage done to personal property as a result of a natural disaster (i.e. flood, fire, tornado, theft, earthquake) or any other unexpected occurrences during tenancy. 1st Party is not responsible for damage to vehicles in the parking lot of the complex, due to break-in or accidents.
- **9. Waterbeds:** Waterbeds are not allowed unless proof of renter's insurance including waterbeds is provided to the property manager.
- 10. PETS: MUST BE UNDER 20 POUNDS FULL GROWN. (no more than 2 pets allowed) No puppies, no kittens, no snakes, no iguanas, no farm animals (this list may not include all prohibited pets). Rent increases \$35/month first pet and \$25/month second pet. Non-refundable \$250 pet deposit. Absolutely No PETS are allowed unless previously approved by management. A picture(s), and detailed description of breed, must be provided to management. Each time an unauthorized pet is found on Premises a \$100 fine will be assessed per day/occurrence. Further, upon discovery, immediate eviction proceedings will begin. Management has the right to inspect the Premises if pets are believed to be present. All pets, particularly dogs, will be picked up by the City Dog Catcher when found on Premises. Absolutely no pets are allowed to visit the complex, or stay at the complex, that not approved by management. Absolutely no pet sitting. A pet addendum is required.

Initials	



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11. Balconies/Walkways/Patios: All balconies, walkways, and patios shall be kept neat and clear of any obstructions which could affect the safety of other residents. Balconies shall not be used as storage or to hang laundry. Only patio furniture may be kept on balconies and patios.

**All barbecuing/grilling shall be done at least 10 feet from any structure. Grills are not allowed on wood decks.

This is a Lawrence city ordinance in a multifamily dwelling. Citations may be issued by Lawrence Fire Personnel.

- 12. Heating/Air Conditioning: Furnace closets shall not be used for storage at any time.
- 13. Snow Removal: Ice and snow removal in front of the tenant(s) unit is the responsibility of the tenant.
- 14. Lawn Care: Provided by management.
- **15. Quiet Enjoyment:** Unit shall be kept up, clean and habitable as described in the rental agreement. Tenant shall not disturb the enjoyment of other tenants in the structure or neighborhood. Trash, bikes, toys and other belongings shall not litter the property. Unwelcome use of property and neighbor's complaints will be taken seriously. Quiet, clean, and peaceful enjoyment is a must. Anything less will be considered a violation of the lease and appropriate action will be taken. **VIDEO GAMES AND MUSIC**: video games/ TV /music can be heard through the walls at loud volumes. Volume must be at a level that doesn't disturb neighbors. All noise must be at a minimum after 10:00 pm.
- **16. Grounds:** Yard, deck, and patios are the tenants responsibility to keep them free of litter, clutter and potential hazardous situations. Vehicles have to be in working condition, otherwise they can be towed. Vehicles cannot be on jacks, no flat tires, no broken windows, etc.
- 17. Fireplaces: Units with fireplaces should use these with care. It is the responsibility of the tenant(s) to dispose of ashes by properly bagging after the ashes have cooled, and place in the dumpster or trash.
- **18. Trash:** Remove trash promptly and regularly. Summer Tree Townhomes, Congressional Townhomes, Gateway Court Apts., and 901 Illinois have dumpsters provided. No trash shall be left in front of the Premises' door or on balconies.
- **19. Satellite TV:** Satellite and dish TV is prohibited at all of our properties. If you would like more options, please consider streaming through Roku, Apple TV, Amazon Fire, TiVo Bolt.
- 20. Firearms and Explosives: All firearms, fireworks, and explosives are strictly prohibited in or around the Premises.
- **21. Pests:** All units are free of pests including, but not limited to, bed bugs, fleas, roaches, ants. Second Party will be responsible for extermination of bed bugs, fleas, roaches, and any other pests brought into unit. Common house bugs, ants, spiders will be treated as needed by First Party.
- **22. Smoking:** Smoking is PROHIBITED inside unit. Smoking outside of unit must be done with caution and all smoking materials must be extinguished properly and disposed of so as not to cause a fire. A \$100 fine will be assessed for non-compliance. Smoking inside unit shall be grounds for deposit forfeiture and additional fees to eliminate smoke damage/yellowing and removal of smoke odor.
- **23. Move-out:** Tenant shall call at least 10 days prior to move-out to schedule inspection. Last Check-out time before 12:00 Noon of the last day of the lease. Unit must be completely empty and clean at inspection. If tenant fails to be completely out at scheduled inspection time, a charge of \$100/hour will be charged to account and deducted from all deposit(s). All utilities are required to stay in 2nd Party's name until lease expiration. If utilities are turned off before the last day of the lease term, a \$100 fee will be deducted from 2nd Party's security deposit.

24. Disturbance

Tenant agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, 2nd party agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.

25. 4205 W. 6th **Street Tenants:** Renters insurance is <u>required</u> with a copy of the document. No grills are allowed at this building. No pets are allowed at this building.

Total general cleaning for the unit will be added and charged the hourly labor charge. Full paint jobs less than 1 year old will be charged at labor + materials. Doors, woodwork, fixtures and other appliances/will be charged according to replacement costs plus labor. Holes in walls will be charged by amount of estimated labor at move out with a minimum charge of 1 hour. Carpet and ceramic tile damage is charged at \$25/square foot. A large enough damaged area may require total replacement charged at \$25/square yard. Small stains and cigarette burns will be charged according to this schedule. Infestation of fleas or roaches will be charged a fee of \$250 to cover professional extermination. Charges for loss of use of the unit will be on an individual basis.

Odors including pet, smoke, grease, etc. will result in AUTOMATIC SECURITY AND/OR PET DEPOSIT FORFEITURE and additional charges if necessary to remove the odor.

A photographic copy, faxed copy, or emailed copy of this authorization shall be as valid as the original. By electronically signing this agreement, I agree that my electronic signature is the legal equivalent of a manual signature on this Agreement. I consent to be legally bound by this Agreement's terms and conditions.

I/We agree to the terms and conditions of the rules and regulations in this document:

2nd Party

Date

2nd Party

Date

2nd Party

Date

Managers Initials _____