



**Snow Garden Apartments, LLC**  
**RESIDENTIAL LEASE AGREEMENT**

**Note:** This Residential Lease Agreement is a legally binding contract. Please review it carefully and seek legal counsel and/or clarification if you do not understand any term or provision. ALL CONTRACTS SHALL BE NONCANCELLABLE AND TENANT SHALL BE RESPONSIBLE AND LIABLE FOR FULL COMPLIANCE WITH THIS AGREEMENT IN EVERY CASE.

This Residential Lease Agreement (“Lease”) is entered into between Snow Garden Apartments, LLC (“Landlord”), and

Full Name: \_\_\_\_\_ (hereinafter “Tenant”)

Date of Birth (mm/dd/yyyy): \_\_\_\_\_

Social Security # or other Government Issued ID #: \_\_\_\_\_ Type of ID: \_\_\_\_\_

Issuing State/Province/Country: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

State/Province: \_\_\_\_\_ Country: \_\_\_\_\_

Home Tel: \_\_\_\_\_ Cell: \_\_\_\_\_

**1. Lease Premises:** The male/female residential housing unit and premises being leased (the “Premises”) is set forth in the attached Room Details and Pricing Exhibit, and is located in an apartment complex property owned by Snow Garden Apartments, LLC (the “Complex”), the main office of which is located at 470 East 25 South, Ephraim, Utah 84627. Premises are leased on a per-person basis and are generally leased to six people per each Three or Four Bedroom Unit.

**2. Lease Term:** This Lease Agreement shall be for the term set forth in the attached Room Details and Pricing Exhibit (the “Lease Term”).

**3. Rent:** Premises are rented on a per-person basis. Tenant must pay rent pursuant to the attached Room Details and Pricing Exhibit (which is incorporated herein by reference as part of this Lease). Tenant will not be issued a key and will not be allowed to check in unless Tenant has paid the rent, the security deposit and fees explained in Section 5 and signed this Lease.

If rent is not timely paid, a late fee of \$50.00 will be assessed on the sixth day late followed by a \$5.00 per day late fee every day thereafter until the account, including late fees, is current, not to exceed 10% of the gross lease amount or \$75.00 pursuant to Utah Code Section 57-22-4(5)(a). If payments are delinquent for fifteen days or more, Tenant will be in Default of this Lease, as outlined in Section 14. Move-in prior to the contract start date or move-out after contract end date may be available, at Landlord’s discretion, at a nightly rate determined by Landlord. In the event a payment is rejected, returned or not received because of “Not Sufficient Funds” (“NSF”) or for any other reason, Tenant shall be charged a \$25.00 fee for each occurrence in addition to the late fees set forth above until the account is paid in full. **All rent and any other payments due under this Lease shall be paid online at [www.snowgardenapartments.com](http://www.snowgardenapartments.com).**

Tenants intending to use **financial aid** and/or a **scholarship(s)** to pay rent must: (a) obtain from Landlord the Financial Aid/Scholarship Addendum (attached hereto as Addendum A), fill out, sign, and return to Landlord no later than \_\_\_\_\_ for Summer Tenants, \_\_\_\_\_ for Fall Tenants in order to avoid late fee; (b) comply with all terms of Addendum A; and (c) pay rent in full within 7 days of receiving said funds (and **cannot** utilize a payment plan) but no later than end of the current term.

**4. Cancellations:** ALL CONTRACTS SHALL BE NONCANCELLABLE. TENANT SHALL BE RESPONSIBLE AND LIABLE FOR FULL COMPLIANCE WITH THIS LEASE IN EVERY CASE. Tenant shall only be allowed to assign/sell this Agreement in accordance with Section 9.

If tenant is active military and presents to landlord a copy of transfer to another military location, then and only then in that event above mentioned cancellation policy and section 9 shall not apply.

**5. Security Deposit:** Upon the execution of this Lease, Tenant shall deposit \$200.00 with Landlord as a security deposit (“Deposit”). \$100.00 of the Deposit will be non-refundable and \$10.00 may be refundable to Tenant within 45 Days from checkout, subject to any amounts owed to the Landlord including the deductions described in Sections 6, 7, 8, 13, and 14. Refunds will be submitted electronically. A \$3 processing fee may be charged. \$25 will be charged for any printed checks, or voided, expired and re-issued checks. Checks expire after 90 days.

**6. Termination Provisions:** This Lease will automatically expire as of the expiration date in Section 2 above. At the conclusion of the Lease term, Tenant shall vacate the property and shall leave the premises broom-clean and in good order and repair. The Landlord shall inspect the property at or after checkout. Landlord shall deduct from the refundable portion of the Deposit, costs for cleaning and repairs and shall refund the balance to Tenant within 45 Days with a statement describing any deductions. Tenant shall be responsible for any damage amounts that exceed the deposit.

**7. Use of Premises:** The Premises shall be used and occupied by one person only. All tenants residing at Snow Garden Apartments must be under age 30 as of the day that the Lease begins. Any exception to occasionally accommodate married couples renting an entire apartment will be at the sole discretion of Landlord. In addition, Tenant shall not operate any kind of business, profession or trade from the Premises and shall comply with all applicable laws, regulations, and ordinances including those regarding sanitation, cleanliness, and occupation of the Premises. Tenant shall adhere to all policies and procedures established by Landlord, including the “Lease Highlights” and the “Rules and Regulations”, both of which are incorporated herein by reference as part of the Lease and are available at [www.snowgardenapartments.com](http://www.snowgardenapartments.com). Tenant shall be liable for any and all damage to the Premises or Complex, including any amounts above and beyond the refundable portion of Deposit. Tenant also acknowledges the

right of the Landlord to collect said damages, unpaid rent, or any other amounts owing under the Lease, including collection costs, court costs, and attorney fees.

**8. Condition of Premises:** Tenant stipulates that Tenant has examined the Premises and that they are in good order, repair, and in a safe, clean, and tenantable condition and are satisfactory to Tenant. Tenant and Landlord shall note any items of disrepair upon check-in inspection. At checkout, Tenant will return the Premises to the same neat and clean condition as at the beginning of the Lease. If Tenant does not complete all duties of the check-out process, as outlined by the Landlord in the Checkout Packet, which shall be delivered to the Premises prior to the end of Lease Term, Tenant shall forfeit the entire Deposit in addition to any additional costs or damages incurred for which Tenant will also be responsible.

**9. Assignment or Subletting:** In the event Tenant never occupies the premises or vacates before the expiration of this Lease, Tenant is responsible for the full amount owing under the Lease unless it assigns the Lease for the entire Lease Term as provided herein. All assignments must be in writing, on the Landlord's form, and be previously approved in writing by Landlord (at the Landlord's sole discretion). Tenant must pay the Landlord a \$50.00 transfer fee for any assignment, sale or subletting of the Premises. Any replacement tenant will also be required to sign a new lease agreement or otherwise assume the obligations under this Lease before Tenant is relieved of any obligations under this Lease. Tenant's Deposit will be refunded in accordance with Section 5 above, with a maximum refund of \$100.00 (less the \$50.00 transfer fee). The replacement tenant will be required to provide a full Deposit when their lease agreement or the assignment is signed. In the event that Tenant is not able to assign the entire Lease Term, Tenant will not be relieved of liability for the Lease

**10. Landlord Covenants:** Landlord shall provide living quarters and utilities and shall maintain the Premises in good order and repair. Landlord will use commercially reasonable efforts to clear snow to allow for reasonable access.

**11. Tenant Covenants:** Tenant will respect the privacy, private property, and rights of other residents at the Complex and will refrain from loud, abusive or profane actions or language and from any offensive conduct. Tenant will also maintain the Premises in a clean and sanitary condition. Tenant is responsible for Tenant's own personal property and has the option to secure renters' insurance. Tenant covenants that Tenant shall not:

- Make any alterations or improvements to the property (i.e. no painting, nail holes, wallpaper, etc.), without prior written consent from the Landlord, which shall be at Landlord's sole discretion;
- Use electrical items other than clocks, radios, stereos, televisions, computers, microwaves and other low-frequency electrical equipment without prior approval from Landlord;
- In the absence of Landlord's gross negligence, seek from Landlord damages for property loss, injury or death for any alleged failure of Landlord to maintain and clear roadways and walkways, acknowledging the difficulty of Landlord to do so at all times.
- Set up wireless computer routers;
- Store, use or possess firearms, explosives, gasoline or any other hazardous, flammable or dangerous item or material, including AirSoft guns or similar products;
- Use, consume, or be under the influence of alcohol, tobacco products, vaping, narcotics, illegal drugs or other such substances on the Premises or the Complex;
- Threaten, stalk, harass, or bully management, tenants or guests of Snow Garden Apartments;
- Commit any crime on, around, or involving the Complex or the other tenants, or otherwise act in such a way as that can be reasonably deemed to be a threat to Landlord, to other residents or a threat to the reasonable enjoyment of the Complex, including their respective premises.
- Use water beds or other water-filled or water-based furniture;
- House or keep any animal or pet on the premises unless such is a "Service Animal", as defined by the Americans with Disabilities Act, which are presumed to be permitted on the premises as a reasonable accommodation for individuals with disabilities. However, animals who are not trained to perform specific work or tasks and whose sole function is to provide comfort or emotional support do not meet the definition of a "Service Animal." Although such "Assistance Animals" may be permitted as a reasonable accommodation, Tenants must first obtain the Animal Assistance Policy from Landlord, meet its provisions, and obtain Landlord's written approval BEFORE the Assistance Animal is permitted on the Premises. Until that time, Tenant's animal is considered a pet, the presence of which is forbidden by Section 11 of this Lease, and a Default under this Lease, which is punishable according to Section 14. While Service Animals may reside on the Premises without prior approval, advance notice is requested for planning purposes and Landlord's Animal Assistance Policy must still be obtained and followed by Tenant. To reiterate, Tenant may not bring any animal except a Service Animal on the Premises without PRIOR written approval. In the event Tenant fails to fulfill the ENTIRE approval process, found in Landlord's Animal Assistance Policy, Tenant will be considered to be in breach of this Lease, shall be required to immediately remove the animal from the Premises until the approval process is complete, and is subject to imposition of fines.
- Alter or change any door or lock without Landlord's prior written approval-- all rooms must be accessible by Landlord at all times, and all keys must be returned at end of Lease;
- House overnight guests without registering said guests with the Landlord; *Overnight Guests of the opposite sex are not permitted.*
- Participate in any sexual relations of any kind on the complex or Premises;
- Permit any person of the opposite gender to be in the hallways, bathrooms, or bedrooms of the Premises;
- Put or make holes in any hard surfaces, including countertops, doors, walls, windowsills, etc.

**Failure to abide by any of the Tenant Covenants, the Rules and Regulations, and the Lease Highlights will constitute a Default under this Lease, and, at the discretion of the Landlord, may result in your eviction, whether violation is performed by tenant or tenant's guest, family, or friends.**

**12. Parking:** Tenants may have no more than one vehicle. Tenants will be required to give their vehicle information and must follow the Rules and Regulations for parking that are available at [www.snowgardenapartments.com](http://www.snowgardenapartments.com), which are subject to reasonable changes from time to time

**13. Recreational Facilities (Hot Tub / Clubhouse / Beach Volleyball Court / Basketball Courts/Pavilion/Grills):** Tenant agrees to abide by the rules for the Recreational Facilities that are posted on the Recreational Facilities and/or available at [www.snowgardenapartments.com](http://www.snowgardenapartments.com), including but not limited to: no horseplay; use the equipment correctly; no littering; and no food or drink near any equipment, games, or hot tub. Tenants will use Recreational Facilities with consideration and caution. Landlord reserves the right to evenly distribute any damages to the Recreational Facilities among all Tenants, which will immediately become part of the rent upon notice, in writing, to tenant. Tenant and guest(s) use the Recreational

Facilities at their own risk. The hot tub and clubhouse are for the sole use of Snow Garden Tenants. Non-tenants are prohibited to use the clubhouse, hot tub, beach volleyball court, and basketball courts unless accompanied by a Snow Garden Tenant. A Tenant may bring no more than TWO guests, but must accompany the guests at all times, unless previous permission is granted from the management. All furniture is to remain in the clubhouse and within the hot tub area. Persons having heart disease, diabetes, high blood pressure, using prescription drugs, or under the treatment of a physician should consult with a physician before entering the hot tub or before using the equipment provided in the clubhouse. The Recreational Facilities may, at times, be unavailable for tenant use, which unavailability will not constitute grounds for reimbursement of rent.

**14. Default:** Any breach of the terms of this Lease, or any other policies or procedures of Snow Garden Apartments, shall constitute a “Default” and Landlord has the right to charge a fine of \$50.00-\$200.00, sue for damages, and/or initiate eviction proceedings against Tenant. Any remedies provided in this Lease are cumulative and not exclusive of any other remedies or rights available to Landlord under statutory or common law. In the event that Tenant is evicted (or fails to move in), Tenant shall continue to be obligated to pay rent as damages or to assign (or sublet) this Lease pursuant to Section 9 above. In addition, Tenant shall pay a fine of Two Hundred Fifty Dollars (\$250.00) and will forfeit their Deposit. Tenant shall bear the cost of Landlord efforts to evict tenant, collect rent, damages, and expenses related to the Default of a Tenant, including collection costs, court costs, and attorney fees and the costs to find and prepare for a replacement tenant.

**15. Right of Inspection:** Landlord and its agents shall have the right at all reasonable times during the term of this Lease to enter the Premises for the purpose of inspection upon 24 hours prior written notice, except in the case of exigent circumstances where Landlord may immediately enter the Premises without prior or advance notice. Emergencies pertaining to the leased premises must be reported immediately to the management office during office hours or to the emergency only cell phone at (435)-610-2511. Maintenance needs/requests must be reported in a timely fashion to the management office in one or more of the following ways: in person at the management office, by phone (435) 283-9444 and/or by email at [officemanager@snowgardenapartments.com](mailto:officemanager@snowgardenapartments.com).

**16. Rights of Apartment, Room Assignment, and Abandonment:** Landlord reserves the right to move Tenant to another vacant apartment/unit, bedroom and/or bed at landlord’s sole discretion with written approval. In such cases where a tenant opts to move to another apartment/unit, bedroom and/or bed that is occupied all parties must agree and sign. In such cases where Tenant has abandoned, been evicted from and/or never been present on the premises, Tenant’s obligation to pay rent and/or damages shall remain, subject to the Landlord’s duty to mitigate its damages. In either case, the Tenant shall remain responsible under the Lease unless Landlord is able to fill the Tenant’s apartment/unit or the apartment/unit to which the Tenant was moved.

**17. Common Area Care:** Tenants are to maintain in a clean and orderly fashion the common areas of Snow Garden Apartments. Landlord reserves the right to evenly distribute among the tenants, including Tenant, the costs associated with cleaning litter and other debris and to repair any mistreated common areas, which amounts shall be immediately due and owing and shall be considered as additional Rent

**18. Appliances and Utilities:** Landlord provides appliances and utilities as part of the rent paid and maintains a good faith responsibility to provide these in good working order, including high-speed internet service. It is the responsibility of the Tenant to help keep the appliances in good working order and to not excessively use consumable utilities including water, natural gas, power, or waste services. Each apartment/unit is individually metered and the Landlord tracks utility usage, and to the degree excessive consumption takes place, individual apartments/units of Tenants will be warned in writing. If excessive use persists, individual apartments/units of tenants, including Tenant, will be charged for the excess (based on an average utility use of occupied apartments/units), which amounts shall be immediately due and owing and shall be considered as additional Rent.

**19. Damage to Premises/Insurance:** If the Premises or any part of the Premises is partially damaged by fire or other casualty not due to Tenant’s or Tenant’s guest’s negligence or willful acts, the Premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time the Premises may have been untenable. If the damage to the Premises is so severe that the Landlord is unable to rebuild or repair in a reasonable and timely fashion, this Lease shall terminate as of the date of damage. Tenant is responsible for all personal property. Landlord specifically disclaims any and all liability for injuries or damage to persons or property.

**20. Photograph release:** Tenant grants permission to Snow Garden Apartments to use any photograph, video or photographic image taken of Tenant while in any public spaces, grounds, offices and/or property of Snow Garden Apartments. Tenant’s photograph or photographic image will be used for nothing other than legitimate business purposes, including but not limited to website and social media posting, Facebook posting, flyers, advertisements, etc.

**21. Binding Effect:** The terms and provisions of this Lease are binding upon the heirs, personal representatives, assignees and other successors in interest of the parties hereto. This Lease becomes binding when signed by both parties and when the Deposit has been paid. Any modifications to this Lease must be made in writing and signed by both parties.

We are an equal housing opportunity provider. We are committed to abide by all state and federal fair housing laws.

Note: This is a Utah Limited Liability Company set up as Snow Garden Apartments LLC, Managed by Accel Property Management LLC

TENANT: \_\_\_\_\_  
(Print Name)

LANDLORD: Snow Garden Apartments, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**S N O W**  
**G A R D E N**

## Property Lease Rules and Regulations

This Lease Rules and Regulations are used in accordance with the Lease Agreement and are meant to provide additional clarification for rules and regulations for the apartment and the premises therein.

### **RENT AND LATE FEES**

Rent is due on the 1<sup>st</sup> of each month. On the 6<sup>th</sup>, a late fee of \$50 will be charged. And \$5 every day after that until rent is paid in full and balance is 0. Late fees are strictly enforced. At times late fees must be added manually and may appear on your ledger after receipt of payment. These late fees will be due on the following month with Rent.

### **UTILITIES AND EXCESSIVE USAGE**

Local companies are contracted to supply the utilities to the apartment.

The utilities are included in the rent, care must be taken to not abuse usage and exceed the average cost. Tenants must keep lights off when not in use, keep doors and windows closed when operating air conditioning or heating systems and turn off TVs and electronics when not in use. Tenants shall also not leave showers on for excessive periods of time.

Tenants are responsible to submit maintenance requests through their website portal and in addition contact management by phone or text to address any repairs to toilets or sinks causing excess water usage or be responsible for high water bills.

### **TV AND INTERNET**

TV and Internet are included in the rent. The installation or operation of radio transmitting equipment, including amateur radio, ham Radio, or other communication devices are prohibited. Management may restrict or prohibit the use of portable communication devices, listening devices, and video devices at it's sole discretion when necessary. Tenants shall not install or operate personal up wireless computer routers or networking equipment.

### **MAIL**

If tenant is unable or prefers not to receive mail at the apartment, Tenant, they may optain a PO Box at the local post office. Landlord is not responsible for any lost or stolen mail or packages.

### **EXTERIOR MAINTENANCE**

Landlord will service the property regularly and manage fertilization and weed control as well as the sprinkler system. Tenants must keep the property clear of trash and debris and clean up after themselves especially on personal balconies and common areas. Snow removal from sidewalks and parking area will be handled as promptly as possible during heavy snow storms.

## **CLEANLINESS OF GROUNDS**

Place all trash in provided containers located in parking lot. Do not leave trash outside the apartment, porches, patios, balconies, or beside dumpster or waste container. All trash must be put in the dumpster. If dumpster is full, then Tenant must dispose of trash at an alternate location. Smoking or vaping is prohibited on the property/premise. Discarding cigarette butts or other smoking paraphernalia is a violation and will be fined \$50 fine per occurrence and may be grounds for eviction. It is the responsibility of each Tenant to pick up after themselves, and their guests.

## **TRASH AND DISPOSAL**

Nothing shall be discarded that does not fit properly in the garbage can/dumpster. Bulk items such as furniture must be properly disposed of at a separate off site location and not placed in the apartment dumpsters. Trash shall be well wrapped and placed inside the garbage can/dumpster. Trash shall be taken out on a regular basis. And not stored outside the apartment on the patios, porches, driveways, sidewalks or outside door for any length of time. A \$50.00 fee will apply for violations.

## **PEST CONTROL**

Pest Control services are performed on a yearly basis or as needed. Contact Management if you have a pest control need in your apartment.

## **PETS**

No pets are allowed at any time. This also includes no **pet sitting or visiting animals** (friends with pets), or waiting for a period of "adoption" of a pet. All unauthorized pets will result in a \$300 fine and/or termination of the lease.

## **EMOTIONAL SUPPORT OR SERVICE ANIMALS**

In compliance with Federal regulations and as an accommodation to Tenants, Emotional Support Animals and Service animals are not pets and do not need a pet deposit or pet fee requirement. An ESA or service animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. This complex will give reasonable accommodation to ESA or Service animals that meet the requirements of the ADA. Landlord may require the filling out of a request by both the Tenant and its medical provider.

All ESA and Service animals must abide by the same rules as all animals. Tenants are responsible for leashing and cleaning up after their approved animal, failure to do so, will result in a \$50.00 fine 1st offense. All violations thereafter will be \$75.00 for each additional offense. The animal may not interfere with the peaceful enjoyment of other Tenants (i.e. barking) Any damages caused by a tenant's animal to premises including landscaping, building, carpet, or other damage to the premises will be the financial responsibility of the tenant to repair, replace, or make whole. Tenants owning or keeping an animal are liable in damages for injury committed by the animal.

As a result of a violation of the above or due to the inability to meet the requirements, not all animals may qualify or be permitted to stay.

## **MALE AND FEMALE APARTMENTS**

Apartments are designed either male or female apartments. Assignments are based on the application, and changes are not guaranteed after assignment.

## **GUESTS**

Guests must vacate the premises by 11:59PM every day except on Friday and Saturday curfew is 1:00 AM. Overnight guests are prohibited without written approval from management. Guests of the opposite sex are never permitted overnight. Romantic or sexual relationships is prohibited within the apartments or on the premises. Tenants shall not permit any person of the opposite sex and/or those they are in a romantic relationship with to be in the hallways, bathrooms, or bedrooms of the apartment.

## **PARKING & INOPERABLE VEHICLES**

Vehicles that are unlicensed, inoperable, improperly licensed or unregistered, junk cars, cars on blocks, nonfunctional vehicles or under repair may not be parked on the premises. No vehicle that is not registered to a Tenant unless management has been informed in writing of the vehicle may be parked on the premises. No vehicle may be parked anywhere on the premises that is not specifically marked as a parking place.

Each Tenant is permitted 1 registered and operable vehicle. Vehicles must be registered on your account online. Additional cars, trailers, boats, motorhomes, campers, recreational vehicles, etc. may not be parked on the premises without prior written consent of the management.

IT IS THE POLICY OF MANAGEMENT TO TOW VEHICLES THAT ARE IN VIOLATION OF PARKING POLICY. Such towing will be at the expense of the violator and or owner of the vehicle. Parking privileges on the premises may be revoked for any Tenant found to be in constant violation of parking policies.

## **QUIET ENJOYMENT AND DISTURBING NOISES**

Tenants must not disturb others. Quiet hours are from 10:00 PM to 8:00 AM. Please respect the rights, comforts, and conveniences of neighbors and/or other Tenants. Musical instruments, televisions, radios, speakers, stereos, and other amplified devices should not be used in the home unless the noise level can be maintained within the leased premises. Tenants who cause excessive noise problems, as determined in the sole opinion of the management, will be considered a nuisance and may be evicted. Obvious noise problems will not be given any warnings. Tenants must not allow parties or other activities to disturb other Tenants.

There may be Tenants above, below, and to any side of your premises. Normal usage of any premises will result in some noise that transfers through walls, floors, and ceilings. Tenants are reminded that this is a normal part of life and that each Tenant should remember that each premises is a "home" for use by those who live there.

When entertaining please keep doors and windows closed so as not to disturb your neighbors. Please be considerate and respectful to your neighbors by observing the quiet hours. Language is also a matter of respect and courtesy.

## **HOME ALTERATIONS**

No modifications or alterations may be made to the premises without prior written permission of management. Tenants may not paint, wallpaper, hang wall shelving, add lighting or other electrical devices (other than those that plug into existing outlets), fix fixtures, apply glass/window stickers or adhesive shelf/drawer covers, display any exterior signs, lights or markings on the premises. Tenants may not change locks on front door. Bedroom locks may be changed with approval from management. Tenants that change bedroom door knobs to locks must provide management with a copy of bedroom key and replace door knob to original one upon move

out. Awnings or other projections shall not be attached to the outside walls nor make any other alteration to any of Owner's property. This includes any holes in the walls, ie nails, screws, & wall mounts. Command Strips may be acceptable, but care must be taken upon removal to avoid damage to walls.

Any such alterations or modifications will be considered a breach of the Residential Rental Agreement and may subject Tenant to eviction. In all such cases, in addition to any other remedy, Tenant will be obligated to reimburse Owner for all costs to return the premises to the condition that existed prior to Tenants' alterations.

Tenants are required to have Landlord approval prior to any installation of charging/metering instruments on premises.

## **FURNITURE, FLOORING AND CARPET CARE**

Each apartment is furnished. Any damage beyond wear and tear to carpets and furniture by animals, Tenants or their guests, shall be charged to the Tenant. This cost may include replacement of the furniture or carpet if they need to be replaced for the next tenant. Replacement of furniture and carpet is at Owner discretion.

Care should be taken to ensure that no damage is done to any of the flooring. Carpet generally has a useful life of at least ten years. Vinyl flooring has a useful life of at least twenty years. And furniture has a useful life of ten years. Damages may not be able to be replaced on a room by room basis. Damage to carpet in one section of the room will require the entire room to be replaced as a minimum. Damaged vinyl will require the entire vinyl to be replaced. If damage is found at any point in the contract by Management, damages must be paid by Tenant immediately.

Tenant agrees to pay all such costs of replacement furniture, carpet or flooring damaged during tenancy.

## **LOCKS AND SAFETY**

Each Tenant will be provided with a key/code to access apartment. These keys/code are not allowed to be duplicate or shared with anyone that is not contracted to live in that apartment. Altering or changing the door or lock without landlord's prior written approval is not allowed. All rooms in the apartment must be accessible by landlord at all times and all keys returned at the end of the lease. A no return key charge will be deducted for deposit.

## **DAMAGE TO DOORS AND WALLS, ETC.**

Stickers, tape, or glue, should not be placed on the doors or walls. Often damage is caused when adhesives are pulled away. This type of damage constitutes more than normal 'wear and tear' and as such will be a cost accessed to the Tenant. Pictures and other light objects may be hung on the wall with command strips only. There should not be an excessive amount hung and any holes regardless of nail hole size may result in the need to repaint the apartment. Command strips are encouraged. Each nail hole found will be charged for repair. Nothing should be hung on doors. No tape, glue, stickers, over-the-door hooks/hangers, or nails should be used on any doors. Any damage to doors or walls should be reported immediately to the management to allow for repairs. In the winter, tenant shall have the heater at a minimum of 60 degrees to prevent pipes from freezing.

Building E apartments are equipped with a fire sprinkler system on ceilings. Tenants must not throw objects at or around the sprinkler. Tenants must not touch the system or hang objects from the sprinkler head. The system is very sensitive and triggering or breaking the sprinkler will cause damages to the apartments for which Tenants will be responsible for.

## **MOLD AND MOISTURE**

Mold contaminants grow in places where there is or may have been excessive moisture. Such as from steam from showers. Bathroom fans, or opening windows may help reduce moisture, but home MUST be kept above 70 degrees. Failure to do so may result in excessive moisture and condensation on windows and walls which can result quickly to mold in those areas. Tenant will be liable for any costs to inspect, treat or repair any damages from mold caused from excessive moisture. Tenant MUST submit an online maintenance request and contact management immediately upon any suspicion of moisture and/or signs of mold.

## **EXTERIOR DISPLAYS**

Tenants shall not display any signs, exterior lights or markings on the premises unless approved by management for holidays and special occasions. Awnings or other projections shall not be attached to the outside walls without written consent of the management.

## **UTILITY CLOSET AND STORAGE**

Storage of any kind in utility closets are strictly prohibited because of potential fire hazards. Management may ask to inspect this area on a routine basis. Tenants found storing items in the furnace area will be assessed an inspection fee of \$25.00.

Tenants are not allowed to store or possess firearms, explosives, gasoline or any other hazardous, flammable or dangerous item or material, including Airsoft guns or similar products anywhere on the premises.

## **AIR CONDITIONING AND FURNACE**

AC and furnace filters will be replaced regularly to keep unit in optimal condition and extend the life of the unit. Depending on the type of filter and usage, filter changes may be required every 30-60 days. From time to time, as deemed necessary, management may have systems tuned up.

## **PLUMBING & ELECTRICAL**

Tenants are responsible for the daily maintenance of toilets, sinks and garbage disposals. Disposable diapers, sanitary napkins, flushable wipes, tampons, toys, etc., will cause your toilet to clog and can cause a sewer backup. If maintenance is called out and such items are found, the Tenant will be charged for the costs and expense of the correction. Do not put bones, aquarium gravel, corn cobs, coffee grounds, celery, glass, excessive amounts of food that otherwise could be thrown away, etc. down the garbage disposals. The blades are small and meant to chew up things the consistency that a person's own teeth can. Please consider throwing excess waste into the garbage rather than down the sink. Clogged drains and toilets are NOT to be treated with chemical products like drain-o.

Electric sockets may get overloaded and blow. Please restrict overloading and avoid a possible fire. Extension cords must include a power switch, be in good condition and used with care to avoid fires.

## **SHUTTERS AND BLINDS**

If provided, use the shutters or blinds in the premises. They have been specifically purchased to assist in maintaining privacy. Please refrain from using foil or other coverings in the windows. If there are no shutters or blinds or they are not adequate or if you prefer to use your own, please submit a maintenance request .

Replacement of blinds and shutters is expensive. It is the responsibility of Tenants to maintain these items and insure of their proper usage and care. Damaged or malfunctioning blinds should be reported immediately to management.

## **SMOKE ALARMS AND CARBON MONOXIDE**

Smoke alarms and carbon monoxide are contained in each of the premises. Missing or malfunctioning smoke alarms must be reported to the management immediately. Smoke alarms can be very sensitive. Be aware that a smoke alarm will set off the whole building and initiate an exit the building protocol until Fire Department arrives. Please take caution when burning toast and other kitchen food items that easily create smoke and will risk setting off the alarm.

The intentional disabling of a smoke alarm by a Tenant or its guest is a violation of these rules and regulations.

## **SMOKING**

No Smoking or Vaping allowed in the units or anywhere inside of the property or on the premises outside. No Smoking or Vaping also applies to guests.

## **WASHING MACHINES & DRYERS**

Washer and Dryers are provided in each apartment. Tenant is responsible and shall be liable for proper usage of washing machines and dryers. Washers must not be overfilled to avoid flooding and damages to machine and apartment. Any damage done as a result of malfunction of the machine/machines or improper movement shall be the tenant's monetary responsibility to repair any and all damage caused to floor, walls, doors, and baseboards.

## **MAINTENANCE REQUESTS**

At any time repairs or maintenance is needed on the apartment, Tenant is required to give Landlord proper written notification by submitting a maintenance request online through their resident portal. Any verbal communication to maintenance or management of repairs will not be considered proper written notice. Emails to management may not be deemed as proper written notice. In an emergency such as AC not working, Tenant should submit a maintenance request and contact management by phone or email in addition to all for high priority of request. In the event Tenant notifies Landlord in writing of any condition requiring repair or maintenance, such notice shall constitute permission from Tenant to Landlord to enter the premises for the sole purpose of making the repairs or performing the maintenance requested.

## **OWNER LIABILITY**

Landlord shall not be liable for any damage or injury resulting from carelessness, negligence or improper conduct on the part of any Tenant or guest.

In the event of utility or equipment malfunction, Tenant must notify the office immediately. During such periods, rental payments will not be canceled, nor will they be diminished. Landlord shall not be liable for any actual or consequential damages as a result in loss of utilities.

Landlord shall not be liable for the costs of or any damages caused by any repairs made by third parties or by Tenants unless such repairs were specifically authorized in writing prior to their commencement.

Winter conditions may exist from time to time. Tenant must make reasonable efforts to remove snow and ice from sidewalks and drive areas. However, Tenant acknowledges the risks inherent from a winter climate and

agrees to take all reasonable precautions to avoid being injured or damaged. Landlord shall only be liable for any injury or damage in the event Landlord is grossly negligent.

## **RENTER AND CAR INSURANCE**

Tenants are responsible to obtain renter's insurance for their premises, and it is **STRONGLY RECOMMENDED** to obtain insurance on vehicles. Theft, water damage, fire, freezing, vandalism, etc., are personal losses and are not covered by this community's insurance.

You may also be liable for damage caused to other Tenants by your negligence. This may also be covered by renter's insurance.

Owner is not responsible for damage or loss of your personal property kept or stored in your apartment. You should arrange for an approved renter's insurance policy with a minimum \$100,000 in liability coverage to take effect the same day you plan to move in.

## **SECURITY**

The Tenant has inspected and acknowledges that all door and window locks, fire extinguishers, security alarm systems, and/or carbon monoxide detectors are in sound working order and agree to submit a maintenance request online if determined they are not. Tenant further understands and acknowledges that although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

Tenant acknowledges that it is responsible for its own personal security and the security of its property. Landlord may from time to time employ or contract with a security agency or individual for the protection of Landlord's property. Nothing Landlord shall do in employment of security shall be deemed to provide any benefit to Tenant or create any liability on the part of Landlord. Landlord shall not be liable to any Tenant for any acts of any third party, criminal or otherwise, which may cause damage to any Tenant or its property.

Tenant shall have the affirmative responsibility to notify Landlord of any potential problems relating to individuals or property damage.

## **CRIMINAL ACTIVITY**

**NO CRIMINAL ACTIVITY OF ANY KIND WILL BE TOLERATED ON THE PREMISES.**

Any criminal activity on the premises will be grounds for immediate eviction. This includes criminal activity of any Tenant, occupant or guest within the community. Criminal activity need not be charged or investigated by police authorities to be grounds for eviction.

The discharge of any firearm or other weapon within the community will be grounds for immediate eviction.

Tenants who commit criminal activity outside the community may be evicted if the activity is drug or gang related. If such activity results in the incarceration of the Tenant for any length of time, or the consequences of the activity has any impact on the community (including but not limited to searching of the premises by the police, the arrest of an individual while within the apartment community, or the activity involved another Tenant, etc.) any and all expenses incurred by management will be charged to Tenant.

Tenants are responsible for the actions of their guests and visitors. Criminal activity by a Tenant and or guest will result in immediate eviction of the Tenant. Criminal activity includes but is not limited to: possession, use, or sale of drugs and alcohol; including vaping; destruction of property of another person or the community;

assault of another person or animal; threats of bodily harm to another person; theft; disturbing the peace; domestic violence; animal cruelty; possession of stolen items; harboring a criminal/fugitive or evicted tenant; improper and/or indecent exposure; trespassing; illegal internet or phone activity; voyeurism etc.

Tenants may not threaten, stalk, harass, or bully management, tenants or guests at Snow Garden Apartments.

**SUBLEASING**

Tenants shall not have the right or power to sublet the premises or any part thereof, or to transfer or assign the Residential Rental Agreement without the written consent of the owner; nor shall any Tenant offer any portion of the premises for a sublease by placing any “to rent,” “furnished room,” “rooms to let” or similar sign or notice or by advertising in any newspaper or place or manner whatsoever.

The premises are to be used solely as a residence. No business may be conducted from any apartment.

**ABANDONMENT**

Tenant may not abandon or vacate the leased premises at any time without the proper notice as explained in the Residential Rental Agreement. If a Tenant is absent from the premises and a rental payment is due and unpaid for more than fifteen consecutive days, the tenancy will be deemed to have been abandoned. Any property left in an abandoned property may be moved to storage. Any property not claimed within 5 business days will be sold or disposed of by donation to a charity at Management’s discretion.

In addition to the remaining rent on the premises, Tenants will be liable for the costs of inventory, moving and storage of abandoned property. The minimum storage charge will be fifty dollars (\$50.00) plus a daily storage fee of \$10 per day. However, it is agreed that the property may be stored offsite and Tenant will be liable for any actual costs and charges of storage.

**ACCESSIBILITY POLICY**

It is the intent of the management to provide assistance to all persons within the requirements of the Federal and State Fair Housing laws, rules, and guidelines. It is further the intent of management to assist and fully comply with requests for reasonable accommodation pursuant to the Federal and State laws regarding accessibility for the disabled.

**CHANGE IN POLICIES**

From time to time, as deemed necessary, it becomes important to modify or change the rules and regulations to better suit management’s needs. Once the change is effective and Tenants have been notified, the new policy will be considered a formal part of the Residential Rental Agreement.

Notice of any such changes in rules and regulations may be given by emailing the new rules, by hand delivering or posting the new rule on the premises in a conspicuous place, or by mailing the new rule to each Tenant at the premises. Thirty (30) days after such change is noticed, all Tenants will be required to comply with the new rule.

**Agreed to by:**

**Tenants,**

**Landlord,**

\_\_\_\_\_  
Tenant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord’s Signature

\_\_\_\_\_  
Date