

## I. THE LEASE:

### A. Occupancy Standards

Only the Resident(s) listed on the Lease are allowed to occupy the premises. If the city and building codes allow additional occupants, and Residents wish to have an additional occupant move in the Premises, the new Resident must be approved by landlord and added to the lease agreement. Additional Residents must meet rental criteria, and Landlord may approve or decline this request. If approved Landlord has the right to increase rental installment charges.

### B. Rent Payment:

Payments are due on the first day of the month. We extend to each resident a grace period to the 5<sup>th</sup> of the month. On the 6<sup>th</sup>, you will be charged a late fee. You can pay the rent at the management office, quick pay or mail your payment to our office at Syracuse Quality Living, 215 Cherry St, Syracuse, NY 13210.

#### 1. Types of Payment

You can pay by personal bank check, money order, certified or cashier's check or pay online thru Chase quick pay or Zelle. We accept cash in the management office. Please do not place cash payments in the drop box.

#### 2. Late Payment and Returned Checks

If your rent payment is received (not postmarked) after the date specified on the Lease, you will be charged late charges as stated in the Lease.

**After the expiration of the grace period a \$50.00 dollar fine is imposed from the 6<sup>th</sup> to the 15<sup>th</sup>. If rent is not paid by the end of business on the 15<sup>th</sup> the fee increases to \$100.00 for the remainder of the month. If late fees are due and are not paid with rent, they will be subtracted from the security deposit at the end.**

A returned check fee (\$35.00), plus applicable late charges will be assessed on all checks returned by a bank for any reason. Checks will not be re-deposited. Returned checks must be redeemed by money order or cashier's check within 48 hours of notification. Late charges will be charged from the first late day.

***After two returned checks, we will no longer accept checks for your rent payment or any other charges owed.***

It is your responsibility to ensure that all rent payments and other charges are paid on a timely basis. All monies received from you will first be applied to any outstanding debts such as delinquent rent, late fees, NSF's, utilities, charges for damage repair, etc. Any remaining monies will then be applied to the current month's rent. If any amounts are deducted to cover a balance, your current month's rent will not be considered paid in full and late fees will be assessed.

#### 3. After-hours Payments

Payments can be made after hours by dropping off your check, money order or cashier's check in the night drop at the management office. The drop box is located under the glass block windows labeled Syracuse Quality Living dropbox. Please make sure to include your name, apartment and room number on the check, money order or cashier's check to ensure timely processing. If late charges are applicable, they will be assessed to your account.

### C. Early Termination Clause:

In the event you should desire to terminate your lease with us early, 50% of the remaining lease is due, and Security and Last Month's rent are forfeited.

**D. Transfer Policy:**

You will be allowed to transfer to a different unit or bed space within our properties provided that the following conditions are met:

- You must have a zero balance on your account prior to approval transfer
- You must do a walk thru on your apartment to insure there are no damages before transfer. If any damages, all damages will need to be paid before moving.
- A new lease and addenda with new lease dates, amounts, etc. will need to be signed
- A new security deposit will need to be paid before moving
- Your security deposit from previous apartment will be credited to your second months rent less any damages from the previous apartment
- You are able to transfer your last months rent to your new lease ending month. If the amount is higher you will need to pay the difference before you are able to move.

**E. Right of Renewal**

Tenants will be given first option to renew their lease:

**Due to the time sensitivity you will have until October 31 of current year to notify the office of renewal.**

**F. Guests:**

As Stated in your Lease “Landlord recognizes the right of Resident to entertain friends and have guests from time to time, but Resident expressly understands that occupancy of the Premises is limited to Resident...Residents may have overnight guests but no person may stay for more than two (2) consecutive nights or six (6) total nights in any one month. Resident's failure to observe the above requirements shall constitute a default by the Resident and entitle Landlord to exercise its rights and remedies hereunder.” As a result of Numerous Violations of this Policy we will henceforth be charging a \$50 fine per occurrence for all tenants found in violation of this policy.

- **Resident is responsible for conduct of their visitors, no visitor is allowed during the absence of tenant.**
- Prior notice must be given to your roommates
- Never give your key to your guest - **\$25.00 per occurrence will be charged and taken from your security deposit**

**G. Vacant Bedrooms:**

Vacant bedrooms are to be locked at all times. If a vacant bedroom is broken into and or found in use, you and your roommate(s) will be assessed rental payments from the date of the last inspection by us until the date we discover the use of the bedroom. If applicable, the cost of repair and/or damage will be assessed to you and your roommate(s). **\$25 dollars a day per room per room mate will be charged and taken from your security deposit**

**H. Roommate Remediation:**

If a conflict arises between you and your roommate, it will not be considered grounds to terminate the Lease. Additionally, it is not our responsibility to resolve the conflict. We will assist you with mediation and finding possible solutions; however, it will be the responsibility of you and your roommate to find a resolution in a conflict. In the event of transfer as a solution, all applicable transfer fees will apply.

**I. Network Access Policy:**

**If you are caught changing the login information from what you were issued, every one in the apartment will be fined \$25 dollars and will be taken from your security deposit**

## **II: Your Apartment Home**

**A. Appearance:**

**1. Decks/Balconies:**

You agree to keep neat and clean all decks and balconies of the apartment, and you will not use these areas for the storage of automobile tires, firewood or other unsightly or heavy items, or to dry clothes or towels. Only outdoor furniture and related patio items may be placed on any decks or balcony. Use of gas or charcoal grills on the decks

and patios is not allowed. No unsecured plants may be permitted on the ledges or protruding from the railing. You should never have more than six persons on a balcony at any given time. No motorcycles or mopeds are allowed. The storage of bicycles on patios and balconies is subject to approval by management

**2. Flags/Signs:**

Signs and banners may not be hung from patios, balconies, windows or from any area that would be visible from the exterior without prior approval by management.

**3. Antennas/Satellites:**

No Satellites or Antennas are permitted on properties

**4. Windows:**

- Nothing shall be thrown out the windows or doors.
- You can not leave windows or doors open during inclement weather. You will be responsible for any damages caused by the windows and doors being left open.
- If an open window leads to break in or theft, the violator is responsible for the lost items

**Windows found open during heating season will constitute an automatic fine of \$ 25.00 per instance**

**5. Decorating/Painting/Wall Hangings:**

Lessees may not alter the interior or exterior of the living area, I.E. wall alterations, repainting, graphics, track lighting, etc, without written permission of the Landlord. Only small nails, curtain rod hooks, command strips, or tacks may be used to affix items to walls or ceilings.

**Double-sided Tape, Glue on Hocks/Supports, Velcro and Other Tapes may NOT be Used on Walls OR Floors.**

**If you want your TV mounted, you will need to have maintenance mount it for a \$25 dollar charge to be paid before the TV is mounted. If maintenance does not mount it, you will be charged for the damage of the wall repair**

**6. Common Areas:**

- Please do not store any personal belongings in the walkways, hallways or entrance ways per codes. Any items left in these areas will be removed by management to keep in compliance with fire code.
- Any items left in common areas of the apartment are known to tenant to be at their own risk, and it advised that tenants not leave valuable items in these areas.
- Common areas are to be kept orderly at all times, subject to inspection
  - **\$25 dollars per instance will be charged to your security deposit**

**7. Grounds:**

- Lessee is asked to keep the grounds free of rubbish, waste, and any additional forms of litter.
- Bicycles or other equipment keep outside of the residence by the tenant must be kept clear of walkways and away from entry areas.
- Should your property require a Cigarette butt receptacle we are happy to provide one at tenant request.
- Resident understand they can be fined \$25 per cigarette butt that is littered anywhere on property

**8. Trash:**

All trash should be bagged and placed inside the trash cans or dumpster designated at the Property and should not be left in the apartment, hallways, or other common areas. Do Not throw trash out the window or place it next to the trash cans. Do not put hot ashes or coals, paint, chemicals, motor oil or other hazardous materials of any nature whatsoever in any trash cans, dumpsters or similar containers. We have the right to impose reasonable fines for the violation of these provisions, as well as for any littering by you or your guests. **Tenants agree to pay \$50 per tenant for the term of the lease (to be deducted from their security deposits at the end of the lease)**

## **B. Grills**

Fire regulations prohibit using or storing gas or barbecue grills in and around buildings, including patios and balconies, and around heavily wooded areas. You should use grills in accordance with local ordinances (see community representative for restrictions). Gas or Barbeque Grills are not allowed on any decks or balconies under any circumstances. Please contact the office to get approval if you would like to get a grill. All grills must be used 10 ft away from the house or any structure. Never leave the grill unattended.

## **C. Apartment Entry**

We respect your right to privacy. Without prior written &/or verbal consent, we will not give any person access to your apartment. However, our staff may enter your apartment as follows:

- in case of emergency
- when you have abandoned or surrendered the apartment due to lack of rent payment
- to make necessary/requested repairs, alterations or improvements
- to test smoke detectors and complete health & safety inspections including code violations

Except in cases of emergency and as required by law, we will provide you with reasonable written &/or verbal notice of our intent to enter and entry will be during normal business hours. You may be present; however, entry is not conditioned upon your presence. In case of emergency, we may enter the Premises at any time without prior notice. In such situations, you do not have the right to refuse to open a door and you must allow access.

### **1. Health and Safety Inspections**

We will perform apartment inspections to twice a year (1 in December and 1 in April) to ensure health and safety standards are being met and to identify potential hazards. You will receive advance notification and the inspections will focus on the following:

#### Safety Equipment

- Smoke detectors
- Sprinkler heads
- Other security features (self-closing door hinges, window & door locks, etc.)

#### Fire Hazards

- Frayed and/or overloaded electrical wiring
- Covered heaters
- Build-up of grease in ovens, broilers, or on stove tops
- Storage of gasoline or other flammable materials, or gas powered vehicle in unit

#### Health Hazards

- Garbage or food improperly disposed of
- Unsanitary bathroom conditions
- Unreported water intrusion/leaks

Corrective warning notices will be posted on resident doors within a reasonable time following the inspection. We will give you 48 hours to correct the violation. If the violation is not corrected within given time, SQL will send over a cleaner and the fee will be divided up among roommates and will be deducted from your Security Deposit.

## **D. Pets**

All Pets must have approval of management **PRIOR** to move in, Additional Security and Pet fees are required. Should we find you to have an Unauthorized pet on our premises You will be Fined \$100 and have an option of removing the pet within 5 business days, or paying (with management's approval) the Additional Security and Pet fee Immediately.

If you have a pet, you agree to abide by the following rules and regulations:

- Exotic animals are not allowed.
- You must keep the pet on a leash and under your supervision when outside the apartment.
- You must dispose of waste in a sanitary manner. If you do not dispose of waste or pick it up from the properly, a \$25.00 fee per incident will be charged.
- Pets may not be tied up or left unattended on patios, balconies or any other areas outside of the buildings.
- You will be responsible for the entire amount of any injury to any person caused by your pet, including all costs of litigation and attorney's fees resulting from such injury.
- Pets may not disturb other residents or damage or destroy our property. You agree to be financially responsible for repairing or replacing any damage caused by your pet.
- In the event you voluntarily remove your pet or in case of death, you may not replace the pet without consent from us.

#### **E. Personal Property Restrictions**

You and your guests are not allowed to place any unusually heavy objects on the floor, i.e. pool tables, waterbeds, etc. You and your guests agree not to store firearms, explosives, gasoline, dangerous or hazardous materials in your apartment, storage facility or balcony. Violation of the above shall be a material violation of the Lease and may be cause for termination of tenancy. A termination does not release you from your financial obligations under the Lease.

#### **F. Bicycles**

Please carefully store bicycles in your apartment (bicycle hooks are not allowed). Due to life safety concerns, bicycles found in patios, balconies, hallways, breezeways, stairways, blocking public access to exits will be removed and impounded (a fee may be imposed for removal and storage).

#### **G. Business/Private Enterprises**

Conducting any kind of business in your apartment or in the community is prohibited

### **III. PROTECTING YOURSELF**

#### **A. Crime**

We do not guarantee or assure your personal security and our actions are voluntary in an effort to reduce the risk of crime in the community. If you witness a crime, please call 911 immediately and then contact the management office.

#### **B. Personal Safety**

Though we do our best to provide a safe living environment, no community is immune to crime. The following guidelines will provide you with basic, easy-to-follow tips to help you protect yourself.

##### **1. Inside your Apartment**

We recommend you follow the important safety guidelines inside your apartment as follows:

- Dial 911 for emergencies. If an emergency arises, call the appropriate governmental authorities first, and then call the management office.
- Lock your doors and windows – even when you are inside.
- Use night latches or dead bolt locks on the doors while you are inside.
- When answering the door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
- If you return to your residence and you think it has been entered illegally, do not enter. Call 911.
- Never give out keys. If lost or stolen, call us immediately to re-key and you must pay a fee for us to re-key the locks.
- Keep a complete list of the serial and identification numbers of computer, television, stereo, etc. This will greatly aid in recovering stolen goods.
- Keep valuables out of sight by drawing curtains or blinds and storing such items away from windows.

- Never leave a note on your door stating you are not home.
- Do not display apartment keys in public or carelessly leave them in the mail area, at the pool or places where they can be easily stolen.
- Do not put your name, address or telephone number on your key ring.
- Check your smoke detector monthly for dead batteries or malfunctions.
- Check your door locks, window latches and other security devices regularly to be sure they are working properly.
- Close and latch your windows while you are gone, particularly when you are on vacation
- Immediately report the following to us in writing, dated and signed: Any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems; and Any malfunction of other safety devices outside your apartment such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railing, etc.
- Close curtains, blinds and window shades at night.
  - Mark or engrave identification on valuable personal property.
  - Use lamp timers when you leave for extended periods of time.
- In a residential community, screaming may sound like horseplay. In an emergency, be specific by shouting “Help!” “Police!” or “Fire!”

## 2. Outside your Apartment

We recommend you follow the important safety guidelines outside your apartment as follows:

- When returning to your apartment late in the evening, if possible, always use the main property entrance or commonly used walkways.
- Lock your doors while you are gone.
- Tell your roommates where you are going and when you will be back.
- Do not walk alone at night.
- Do not hide a key under the doormat or a nearby flowerpot.
- At all hours, carry your door key in your hand when nearing your entry door. You are more vulnerable when looking for your keys at the door.
- If you notice suspicious persons loitering around the property, report them immediately to the proper authorities. DO NOT confront them yourself.
- Please report any malfunctioning lights to the management office.

## C. Renter’s Insurance

We require all tenants to have renters insurance. You are responsible for obtaining renters insurance for your personal belongings and to protect yourself against any liability. You understand that the insurance in place for the property does not provide coverage for your personal belongings, property damage or bodily injury. If you or your guests suffer a loss due to fire, flood, vandalism, theft, or other cause of loss, that loss will not be covered by the community’s insurance.

You must obtain a renter's insurance policy with coverage for personal property and at least \$100,000 liability and you must provide evidence of such insurance coverage. You must provide a copy of your insurance binder to the office.

## D. Keys and Key Release

When you receive a key, you agree to use the key for your personal use. You are not allowed to make any duplicate keys and all keys issued must be returned at move-out in order to get your key deposit returned. **You cannot change the entry locks or otherwise deny us access to the apartment.** If keys are lost or stolen, you should notify us and your roommates immediately.

If you have a guest over, do not give them your key. You must accompany them at all times. If your locks are changed by you or your roommates, you will be fined for the cost of replacement. It is crucial that we are able to access your apartment at any time necessary.

## E. Fire Safety

Please call 911 if there is a fire or smoke.

Disabling or tampering with a fire extinguisher, pull stations or smoke detector is a violation of the law and may lead to fines and possible early termination of the Lease. There is a fire extinguisher located in the kitchen under the sink. If at any time you need to use it, please notify the main office so we can replace it and assess the damage. If the fire extinguisher is set off for any other reason besides a fire, you and your roommates will be fined.

Prevention is your best insurance against fire. We recommend that you follow these simple safety precautions in your own apartment to prevent fires:

- Let cooking grease cool and pour into metal can. Never pour hot grease into a plastic container or down the drain
- Do not put water on a grease fire. Call 911 immediately.
- Do not let grease or oil cook on the stove unattended.
- Properly dispose of all lighted tobacco products in appropriate metal containers. Ensure all lighted tobacco products are out before leaving them unattended.
- Avoid cooking while intoxicated, taking medication or when sleepy.
- Test smoke detectors monthly to make sure they are working.
- Do not store gas-operated tools or vehicles (motorcycles or scooters) inside the apartment or under stairwells, breezeways, patios or balconies.
- Do not burn candles of any kind.
- Do not overload outlets or circuits.
- Do not use halogen bulbs or lamps

#### **F. Fire/Earthquake**

If there is a fire, do not rush out of your apartment into the hallway or breezeway. First, feel the door. If it is hot, use another way out. If the door is cool, leave by the nearest exit. If your planned escape route becomes smoky, get down on your hands and knees and crawl – smoke rises, so the cleanest air is near the floor. If you cannot escape your apartment, stuff wet towels, sheets and clothes around the door and vents to keep smoke out. Call 911 and give them your exact location. If no smoke is coming into the room, slightly open a window. Stay low and wave a bright cloth, towel or sheet out a window to signal your location.

During an earthquake, you should sit in a doorway or under a desk or table. Stay away from glass windows, shelves and heavy equipment. If you are outdoors, move away from buildings, utility poles and other structures.

#### **G. Severe Weather Preparations**

- You should obey all evacuation orders issued by local, state or federal agencies. Do not wait for instructions from the community.
- Monitor the radio or television for the latest information – check the weather forecast before leaving for extended periods outdoors and postpone plans if severe weather is imminent.
- Prior to the storm, notify family, friends and neighbors as to your whereabouts and your plans. Establish post-storm communication plan – place and time to meet, etc.
- Remove all items from your porch or balcony and close all windows and doors (draw the shades or blinds on windows).
- During severe weather, go to an inner hallway or small inner room such as a bathroom or closet. Stay away from windows, doors, and outside walls. If necessary, get under a piece of sturdy furniture and use sofa cushions to protect head and neck.
- Do not use plug-in electrical equipment like hair dryers or toasters during the storm. Do not use land-line telephones during the storm as lightning may strike outdoor lines. If you have a cellular phone, ensure that it is fully charged the night before.
- Stock up on bottled water.

- Stock up on batteries and ensure that you have at minimum one (1) working flashlight (we recommend one per occupant). Most importantly, remember not to use open flame devices such as candles, indoor grills, etc. – these are restricted per the Lease agreement per the State Fire Marshall as they pose significant danger.
  - If the storm is severe, collect any forms of identification, credit cards, emergency contact numbers, etc. and keep them with you.
  - Keep all medications with you.
  - With careful planning, food products can last for several hours in both the freezer compartment and in the refrigerator. The key to ensuring that food doesn't spoil, especially in the freezer, is to minimize the amount of times the doors are opened. You can plan for this by taking out non-perishable drinks that can be stored at room temperature (soda, water, canned or packaged juices). Extra Ziploc bags full of ice cubes are another step to help ensure that items in the freezer stay at the right temperature.

For more information on how to prepare for these types of events and for basic first aid, you can log on to FEMA's website: [http://www.ready.gov/make\\_a\\_plan.html](http://www.ready.gov/make_a_plan.html)

#### **H. Freezing Weather**

If freezing weather is expected, you should open the cabinet doors under the kitchen and bathroom sinks so that the exposed plumbing fixtures do not freeze.

#### **I. Icicles and Snow**

Due to heavy snows, large icicles will form on all houses, and pose a serious threat to you and your cars. Tenants are forbidden from parking under large icicles, and by signing this lease acknowledge risk associated with parking underneath icicles as well as walking underneath them at any time. Given this fact, tenants agree to park a safe distance from icicles and not to walk under them. Please contact the office if icicles build up around doorways or sides of properties.

With Syracuse being the snowiest City in the USA, no issue causes more frustration to tenants during your lease than snow removal. Snow removal requires advance planning, hard labor and time. Tenant must expect to handle a shovel many times during winter. **Each tenant agrees to pay a one-time plow/snow removal fee to be deducted from each security deposit at the end of the lease in the amount of \$50 dollars.** We will shovel sidewalks and walkways when snow reaches 2". The following driveways will be plowed: 307 & 309 Columbus, 2017 E. Genesee St, 312 Westcott St, 301 & 304 Maple St, 445 Columbus Ave, 135 Lexington Ave, 203.5 and 205 Cherry St, 1533 E Genesee St, 1524 & 1526 E Genesee.

We ask that you be patient as we have many properties and will be working hard to remove all the snow in a timely fashion.

#### **J. Holiday Checklist**

- If you plan to travel when rent is due, you should make arrangements for the payment of rent. If you are mailing your payment, make sure you allow ample time for it to reach us by the 1st of the month. You can also take advantage of one of our other options as covered in section on Forms of Payment under Your Lease.
- Do not leave notes on your door or a message on your answering machine indicating you are away.
- You should leave emergency contact numbers with the office
- Make sure all windows and doors are locked.

If you and roommates are leaving for break, please notify the office so we can do inspections on the apartment to make sure no pipes have frozen or anything has happened.

## **IV. MAINTENANCE**

### **A. Service Requests**



We offer 24-hour response to emergency service requests. Call 911 in case of fire or other life threatening situations. For After-hours Emergencies (as defined below), call the maintenance number below and explain the situation. They will contact the proper service personnel. For normal service requests, please follow the instructions provided with the Lease.

If your apartment needs maintenance please let the office know or text the maintenance to 315-820-0200. If not an emergency, maintenance are typically processed in 24-48 hours.

**Rent may not be withheld for maintenance reason. If you withhold rent for maintenance issues, you will be responsible for any late fees.**

In an attempt to effectively manage after-hours calls, we categorize calls into two categories: After-hours Emergencies and Priorities.

- An After-hours Emergency is defined as any breakdown or malfunction in which life, health, or property is threatened if immediate corrective action is not taken. Though it is impossible to list or predict all possible scenarios, the list below includes acceptable on call emergencies.
- Priorities are calls that do not conform to criteria for an After-hours Emergency – in short, they are routine service calls which can wait until morning, at which time the work order will be given priority status. You can be fined for requesting an After-hours Emergency when the call is an obvious routine service call.

#### **B. After-hours Emergencies**

Examples of After-hours Emergency requests are as follows:

- No heat when outside temperatures are less than 50 degrees
- Electrical or gas failure of any nature
- Overflowing toilet
- Stopped up toilet if only one is available in apartment
- Water problems such as leaks, severe back-ups, or broken pipes
- Malfunction of an essential appliance (non-working refrigerator)
- No water
- No hot water when affecting more than one unit
- Any unsecured entry
- Any threatening situation such as: fire, flood, severe weather, police action, protecting a crime scene (broken windows, locks, doors, etc.)
- Lock-outs

#### **C. Mold/Mildew Prevention**

Leaks and moisture that are allowed to accumulate on apartment surfaces or inside walls or ceilings can encourage mold/mildew growth. Properly utilizing your exhaust fans is the best way to control moisture accumulation (see HVAC Section under Maintenance for usage guidelines). Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, around windows, and doors;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged condensation lines;
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- Leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and

- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors

You acknowledge that it is necessary for you to provide appropriate climate control, keep the apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the apartment. You agree to clean and dust the apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. You agree not to block or cover any of the heating, ventilation or ducts in the apartment. You should be aware of any leaks in washing machine hoses and discharge lines. You should also leave the bathroom door open to allow moisture to escape. Floor mats and towels should be hung up so they can dry.

Humidity that is trapped in your apartment may encourage mold growth. You may want to periodically open your windows on days when the outdoor weather is dry (i.e. humidity is below 50 percent) to help humid areas of your apartment dry out. Be sure you close them before leaving and at night for precautionary measures.

You also agree to immediately report to the management office:

- (1) any evidence of a water leak or excessive moisture in the apartment, as well as in any storage room, garbage or other common area;
- (2) any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
- (3) any failure or malfunction in the heating, ventilation system in the apartment
- (4) any inoperable doors or windows.

#### **D. Lockouts**

If you inadvertently lock yourself out, you can call the management office number. If it is after hours, explain the situation and they will contact the proper service personnel. You will be required to provide photo identification and the service personnel must be able to identify. **After regular business hours, there will be a minimum lock-out charge of \$20 per lock-out.** Additional charges may be assessed for repeat occurrences.

#### **E. Light Bulbs**

Your apartment is supplied with light bulbs at time of move-in. After move-in, it is your responsibility to replace burned out light bulbs in any fixtures or personal lamps. If you want us to supply light bulb, there will be **\$5 per light bulb which will be subtracted from your security deposit.** We will replace kitchen light bulbs as they are specialty ones. If you need assistance in replacing the light bulbs, call the management office. Please report unlit bulbs over walkways, halls, or common areas to us.

#### **F. Plumbing/Lavatories**

Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rags, cat litter, ashes, feminine hygiene products and other foreign substances shall not be thrown in any plumbing apparatus. Tenants except if they cause sewage back up, they will be liable for the plumbing bill (\$175-250 on average depending on severity of clogged sewage line), as well as a \$70 dollar clean up fee (sewage back ups cause lakes of sewage to back up into the basements which require cleaning)

We have provided a plunger to have available in the event you have a clogged toilet.

#### **G. Heat (HVAC)**

Thermostats will be set by management at 70 Degrees. If you need it warmer please contact the office and we will send maintenance out to readjust the thermostat. **If a tenant is found tampering with a thermostat, they will be fined.**

#### **H. Pest Control**

If your property provides interior extermination services, you will receive a letter notifying you as to when the company will exterminate your apartment. You can prepare for extermination service as follows:

- Remove all items from under kitchen and bathroom sinks.
- Pick up objects that may interfere with application.
- It is recommended that all persons and pets vacate the premises during treatment and not re-enter the home until treated floors, carpets and rugs are thoroughly dry. Under normal conditions, this may take 1 – 3 hours (4 hours are recommended).

Maintenance will first set traps and do what they need to prevent the pest from coming in. After a 3<sup>rd</sup> time, an exterminator will come in. If the property has is clean with no trash or debris around, there will be no charge for extermination. **If the property has trash and debris all around there will be a \$25 dollar charge per roommate that will be deducted from your security deposit at the end.**

#### **I. Furniture**

The supplied furniture is designed for interior use only and may not be used for exterior purposes at any time. Any furniture provided by you must be removed at the end of your lease term or you will be assessed charges for the removal of such items.

If furniture is damaged beyond normal wear and tear, you and your roommates will be held responsible for the cost to replace that piece of furniture. If the furniture is located in your room, you will be held responsible for the cost of replacement. Please see replacement charges on the charges sheet.

#### **J. Smoke Detectors**

The smoke detectors in your apartment have been tested prior to move-in to ensure they are working properly. You are responsible for ensuring that all smoke detectors are working properly. We request that you test smoke detectors on a monthly basis. Please call us if a smoke detector starts “chirping” or if the smoke alarm is not working properly. Do not disable smoke detectors.

**Disabling a smoke detector or removing working batteries is a violation of the law and may lead to fines and possible early termination of the Lease.**

**Missing smoke detectors at the end of lease will be replaced at the tenants expense determined on the charges sheet. The expense will be split among all roommates and will be deducted from your security deposit.**

### **V. YOUR PROPERTY**

#### **A. Office Hours and Closings**

Office hours are posted at the management office. The management office may occasionally be closed due to holidays, inclement weather or other circumstances. If the office is closed, a sign or notice will be placed on the front entrance to the management office. The sign will include information as to when the office will be closed, when the office will reopen and the telephone number for office personnel. For holidays or when the staff is attending training or other professional meetings, we will provide reasonable notice via posted signs on front entrance to the management office.

#### **B. Common Areas**

The driveways, sidewalks, courtyards, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and similar vehicles shall not be allowed to obstruct the common areas. Hallways, walkways and lounges are not to be used as grounds for ‘hall sports,’ sporting events, wrestling, horseplay or riding bicycles and skateboards, due to property damage, disturbance to neighbors or the possibility of personal injury.

#### **C. Solicitors**

Door-to-door solicitors are not permitted in the community. Please contact us if a solicitor disturbs you or contact the local authorities if the situation warrants their involvement.

**D. Car Repairs/un**

To maintain a pleasing appearance and for safety and environmental concerns, we ask that you do not perform any repairs on the property. Please note that you are not allowed to have any car without plates and unregistered in the driveway or at the property. If your car is found without plates/unregistered it will be towed from the property at the owner's expense. The owner can receive a ticket from the City of Syracuse for this and will be passed on to the owner of the car.

**E. Laundry Facility**

In the event we provide a designated laundry facility, it may be open 24 hours unless otherwise posted. If the machines are coin-operated, you will need to bring quarters, as we will not supply change. Please report any inoperative laundry machines to use. Time your laundry cycles so that you can free up the machines for other residents. Please be courteous by avoiding use of most or all of the washers and dryers at one time. If you accidentally open someone's dryer, please be sure to press the start button (hold for a few seconds). Please refrain from removing someone's laundry from a machine unless it has been left unclaimed for over an hour. We are not responsible for any items left by you in the Laundry Facility, including clothes, detergents, baskets, etc. No smoking or alcoholic beverages are allowed in the laundry facility.

**F. Parking**

You and your guests are required to abide by all parking regulations established by us, as well as by the local police and fire marshal. These rules apply to all motorized vehicles, including cars, motorcycles and scooters. We are not responsible for any damage to your or your guest's vehicle while parked at the community.

- Any illegally parked vehicles, vehicles with expired tags, or vehicles violating the regulations below or any other applicable regulations may be towed at the expense and sole risk of the owner of the vehicle.

- You may not have more than one (1) vehicle in the community at one time, and your vehicle must be properly registered with our office. Additionally, two-wheel motorized vehicles may be allowed, subject to the rules of the community.

- Vehicles may not, at any time, park in a fire lane, in front of a dumpster, in any non-paved area, in crosswalks, in designated handicapped spaces, without legal permission, or in any other unauthorized location. Vehicles may not block entrances, exits or driveways. Vehicles cannot, at anytime for any reason, park in reserved parking, whether covered or uncovered, unless assigned by us. Any vehicle parked in any of the above areas may be towed at the vehicle owner's expense and sole risk.

- You may not perform any mechanical repairs or maintenance while on the premises.

- You agree to inform your guests of all parking rules and restrictions.

- You are responsible for towing and storage charges. We are not responsible for tickets received for parking violations of any area within our community or anywhere else outside our community.

**E. Guest Parking**

Guest may park on the street. Parking spaces are limited and reserved for tenants.

**VI. YOUR CONDUCT**

You are responsible for the consequences of your guests' actions. You should inform your guests of conduct rules and accompany them within common areas at all times. We may exclude from the community guests or others who, in our judgment, have been violating the law, violating the Lease or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

Laundry facilities are for Residents use only. Landlord will endeavor to maintain a satisfactory number of functional laundry machines, but will not be expected to compensate Resident for any down time. **Please do not overload the**

**dryer. These are residential machines and please keep in mind that it might take more than 1 drying cycle to dry clothes fully depending on what is put to dry.**

**A. Drugs and Alcohol**

You or your guests will not engage in or permit your apartment to be used for criminal activity, including drug-related criminal activity and will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on, or near, the community. It is your responsibility to notify the proper authorities if you suspect a roommate or a guest is engaged in illegal activities. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations and in accordance with these rules and regulations. Violation of the above shall be a material violation of the Lease and may be cause for termination of tenancy. A termination does not release you from your financial obligations under the Lease.

**B. Smoking**

Syracuse Quality Living is a smoke-free environment. There is **Absolutely No Smoking of any substance, legal or illegal, permitted in any of the buildings.** As stated in your Lease *“Residents will remove from the Premises all ashes, rubbish, garbage, cigarette butts, and other waste in a clean and safe manner; keep the leased Premises, the grounds, balconies, and parking lots as clean and safe as their condition permits.... Resident understands they can be fined \$25 per cigarette butt that is littered anywhere on the property.”* Should your Property need a Smoking receptacle, we will provide one upon request.

**The Fee for smoking inside our Properties is \$25 per occurrence which will be deducted from your security deposit.**

**C. Firearms, Weapons and Hazardous Materials**

You may not under any circumstances have a handgun, rifle or any other weapon of any kind on our property regardless of state or local law to the contrary. Weapons of any kind are not permitted including, but not limited to, hunting equipment, slingshots, gas-powered guns, air rifles and paintball guns. Any form of explosive devices – including firecrackers, fireworks, ammunition, pyrotechnics, and similar products are also not permitted in the community. It is a misdemeanor to possess, store, sell, or use fireworks in or around the community. You may not store gasoline in your apartment or on the patio or balcony. Harboring hazardous materials with intent or purpose to create explosive devices shall be referred directly to the proper authorities. Any violations of this provision of your Rules and Regulations may constitute any event of lease default leading to lease termination and financial penalty.

**D. Motorcycles & Scooters**

b (fuel operated) All fuel-operated vehicles may only be parked in designated areas and must be properly registered (see “Parking” under Your Community in this Handbook). Due to safety concerns, it is prohibited to store such vehicles inside the apartment, on patios/balconies, stairways, landings, breezeways and walkways. Any of these vehicles found beyond the designated areas may be cited, towed, and impounded at your expense.

**E. Noise**

Excessive noise and loud music in apartments, hallways or common areas cannot be permitted at any time. Between the hours of 11pm and 7am, no noise of any kind that can be heard outside of the apartment is permitted. This includes stereos, televisions, musical instruments, slamming doors and windows, running up and down stairs, sounding Should you have a party, you may be required to complete a Party Registration Form (see “Party Registration” under Your Conduct in this Handbook).

**F. Odor**

You will not permit any offensive odors to originate from your apartment or bedroom at any time.

**G. Conduct**

Both direct and indirect forms of verbal and written abuse, threats, coercion, physical or verbal harassment, intimidation, violence against another person or their property, or causing the apprehension of physical or verbal harm are prohibited and will not be tolerated. Conduct that threatens the health and safety of any person (including yourself) may result in fines and possible termination of your Lease, privileges and possible criminal action. You are responsible for reporting abuse to appropriate authorities. At all times, you and your guests are expected to conduct yourselves in accordance with the rules contained in this Handbook.

**H. Complicity**

In the presence of a policy violation, you may attempt to stop the violation, contact management staff and/or immediately remove yourself from the situation and the vicinity of the violation. If you choose to remain at the scene of a policy violation, you will be included in the documentation and may also be held accountable for applicable policy violation(s). Concealment is also considered a policy violation. If concealment should occur, you may be considered an accomplice to the violation and be subject to any actions outlined above.

**I. Party Registration**

All organized parties must be planned in advance with roommates and be approved in writing by landlord.

You will be responsible for the actions of your guests and for cleaning up all trash, cigarette butts, bottles and glass, etc. caused by your guests, roommates or you, or as a result of your party. If you do not clean up after the party, you will be fined according to the Lease and this Handbook. You will have no more than 20 people inside your apartment and if you exceed this limit or disturb others, your party will be shut down immediately.

**J. Fines**

Unless otherwise set forth in this Handbook, all violations of these Rules and Regulations will be treated as follows:

- 1) First Occurrence - Warning,
- 2) Second Occurrence - \$25.00 fine
- 3) Third Occurrence - \$50.00
- 4) All Succeeding Occurrences - \$100.00.

This section does not prohibit us from exercising any of its rights and remedies under the Lease. You will receive a notice with any fines that have been issued thru email or dropped off to you within 3 business days.

**L. Security Deposit**

**At anytime during your lease your security deposit is used up/gone due to fines that have been issued, you will need to replenish the full amount of your deposit within 30 days.**

**VII. MOVING OUT OF YOUR APARTMENT**

**A. Move-Out Process**

Prior to the end of the Lease term (if you have not renewed the Lease for the next school year), you will receive a letter outlining the move-out process. You will be required to clean your apartment and you will be responsible for payment of damages assessed against you. You will be notified as to the scheduled move-out date and you must turn in all keys and your forwarding address by noon on that date. If you do not meet this deadline, you may incur additional holdover charges or fees. If you are renewing with us and are moving to a different apartment, you will receive additional instructions for transferring to your new apartment.

Prior to move-out, all late charges, delinquent rents and outstanding fees for damages must be paid.

**1. Checking Out**

~ Our Standard checkout procedure is to have a staff member inspect your apartment and note damages prior to the move-out date. You must do a move out inspection the day you are vacating the premises. All appointments will be scheduled a week prior to the move-out date and you must be present for the walk thru.

~ We will perform the move out on your room and look at the common areas. The move-out process will not be complete until all residents within an apartment have moved out. Once all residents within an apartment have checked out, the apartment will be inspected for damages, charges will be assessed and split among roommates

## **2. Move-out Cleaning Guidelines**

You will be provided with move-out cleaning instructions prior to moving out and when you give notice; however, the following general guidelines must be completed in your apartment prior to check-out:

- ~ Remove all of your belongings from the apartment, patio/balcony and storage room
- ~ Remove all trash and dispose of properly
- ~ Clean all exterior and interior surfaces of the kitchen appliances, including the refrigerator, stove, dishwasher, hood and microwave
- ~ Sweep and mop all floors
- ~ Clean all bathrooms
- ~ Clean all mirrors, ceiling fans and light fixtures
- ~ Clean all window and mini-blinds
- ~ Return all apartment keys

## **B. Damages**

We reserve the right to charge for damages beyond ordinary wear and tear to the apartment, furniture, appliances, carpet, blinds and floor coverings. We can also assess charges if the entire apartment, including range, refrigerator, bathrooms, closets, cupboards, furniture and floors are not clean, regardless of condition at time of move-in.

## **C. Standard Damage and Cleaning Charges**

See Standard Damage Charges on following page.