

BELMONT APARTMENTS HOUSE RULES
2010-2011 STUDENT-LANDLORD RENTAL AGREEMENT ADDITION

The following rules are intended to help ensure a comfortable and harmonious lifestyle for you. Please read carefully, as this is part of your contract (See paragraph #7 of the BYU rental agreement).

OFFICE: The manager's office is located in apartment #22. The managers have set office hours which are posted on the door. The office phone number is 375-6212. Use the mail slot in the door to pay rent and turn in maintenance requests.

CHECK-INS: Return your "*Check-in inventory*" sheets to the office within **FIVE DAYS** after checking in. This is for your protection. Damages found in the apartment when you leave will be checked against this list, and you will be charged for damages that are not noted on your "*Check-in Inventory*".

RENT: Rent is due on the 1st of each month and is late on the 6th. Make checks payable to BELMONT APTS. and put your apartment number on the check. **A \$15 late fee will be charged on the 6th day of each month, \$20 on the 7th day, and \$25 on the 8th day** (not to exceed \$25 total per month for rent past due). Three-day eviction notices will be issued on the 10th day. On the 30th day, mediation papers may be filed with the BYU Off-Campus Housing Office, as required by contractual agreement. If mediation and/or arbitration efforts fail, delinquent accounts may be sent to a collection agency and the tenant will pay reasonable collection fees. Bounced checks will be charged a **\$20 fee and all applicable late rent fees will be applied**. Tenants who have two bounced checks will be put on a "*money-order only*" basis. Any money received will be applied first to past due balances and charges, and then to current rents. All unpaid balances are subject to late fees.

UTILITIES: As a convenience to the tenants, the price for utilities is included in the rent. Therefore, Belmont asks everyone to share in conserving energy. Tenants are expected to **keep the door and windows closed** when the air conditioning or heating is on, and to **turn off lights in unoccupied rooms**. Apartments that do not comply with this policy will be charged their share of the higher cost of the utility bill. This comes to 1/22 of the total utility bill. Due to recent government regulations and/or contrived power shortages which may lead to increases in our utility rates, **we reserve the right to increase your rent** to help pay utility costs in the event of a rate increase of 10% or more from any utility company.

CLEANING CHARGE: \$50 will be deducted from the deposit (for each 8 month contract period, or pro-rated at \$6.25 per month for summer or early termination of contract) for cleaning carpets, furniture, draperies, and furnace units

MAINTENANCE /CLEANING INSPECTION: Apartment cleaning checks will be held approximately once each month, or when the managers deem it necessary (maintenance inspections will also be held around the same time - notices will be given as to the exact dates for both). Each apartment will purchase their own cleaning supplies. Each tenant is responsible to do the cleaning assigned. There is a \$5 fee for each re-check, and a charge of \$15/ hour for any cleaning that does not pass inspection.

KEYS: Each tenant is given one apartment key and must return that key at the time of check-out. Report lost or stolen keys immediately so the locks can be changed. If a key is lost or not turned in at check-out, the tenant will be charged \$95 to replace the doorknob/bolt set and purchase new keys. If you get locked out when the manager is not at the complex, you will be charged \$15 for the managers to return & let you in. (Not applicable if you have the new electronic door locks.)

MAIL KEYS: Each apartment has only one mail key so please keep it in the apartment where everyone can use it. Be careful not to lose it or you will be charged \$20 for a replacement.

PARKING: The parking lot is located behind the building. It is for cars of Belmont tenants only. All cars must be registered with the managers and tagged. Cars not registered and tagged, or not parked in marked parking spaces, will be subject to impounding and towing. Cars parked in front of the garbage bin, in or blocking the main driveway or in the manager's parking space will also be subject to immediate towing.

BIKES: Bikes should be stored in the bike racks that are located outside the laundry room, under the stairwells, and in the parking lot. Bikes are not to be taken in the apartments, or parked on or chained to railings, walkways, gas meter, or the lawn.

MATTRESS COVERS: All tenants are required to provide their own waterproof mattress cover at the time of check-in or be charged \$25 to have one provided for their bed. Failure to comply will result in being charged for a new mattress.

Signature: _____
Do not sign until you read and agree to the terms on the reverse side.

Date: _____

INTERIOR MISC.: DO NOT put nails, tacks, pins, staples, or tape of any kind on the walls, ceilings or doors. If damage occurs, tenant will be responsible for the cost of the repair. Use plastic tac to hang posters, etc. Do not take furniture out of the apartment. **Do not put anything in the furnace closet** - this is a fire hazard. Light bulbs are not to exceed **60 watts** (*hotter bulbs damage ceilings*). Each apartment replaces their own light bulbs. Tenant agrees to show reasonable consideration of other tenants. This includes noise level of stereos, TVs, musical instruments, and cleanliness. A plunger has been placed in each apartment. Please use it !! If there isn't one, see the managers.

EXTERIOR MISC: To keep our buildings looking clean, please do not hang anything from the railings or posts. Keep walkways in front of the apartments cleared and clean. For safety concerns, all apartments are expected to keep their porch lights on all night. Belmont will provide replacement bulbs for these porch lights. Do not get on the roof for any reason. If you are caught on the roof, it will result in a \$50 fine and possible eviction.

REPAIRS: If repairs are needed, immediately submit a written repair request to the managers. They will attend to it as quickly as possible. See paragraph 11 on the back of the contract for further information about tenant and landlord responsibilities. All tenants in the unit may be charged for damages unless the responsible tenant is identified.

INTERNET: Each student has an ethernet internet access port at their bedroom desk. All internet users will be required to have current anti-virus software installed on their computer. As well, no one will be allowed to use Microsoft Outlook or Outlook Express as their email client due to problems with virus transmissions. **It is absolutely forbidden to install an unapproved wireless unit on the Belmont network.** Downloading copyrighted material without expressed permission is theft, and is a violation of the BYU honor code.

CHANGING APTS: A \$15 moving fee will be charged to any tenant who moves to a different apartment. The tenant must have permission from the managers, and go through the regular check-out and check-in procedures from the old apartment to the new. No fee will be charged if the tenant moves apartments or bedrooms at the end of the contract period.

VACUUMS: Each apartment is furnished with a vacuum. Hand vacuums are also available to check-out from the managers. Tenants will be responsible to maintain the vacuums and change the belts and bags when necessary. You can purchase belts and bags from the manager. Please report any problems with vacuums to managers immediately.

SCREENS: Do not remove screens because they will bend and you will be charged to replace the bent screen (approx. \$24).

CHECK-OUT: Failure to properly check-out (which includes contacting the office for an appointment, obtaining a check-out sheet, and being present at the time of check-out) upon termination of the lease or when changing apartments will result in a \$25 deduction from the security deposit and a charge of \$15/hour for any cleaning that is necessary. Tenants who sell their contract before the end of the contract period will be charged an additional \$25 administrative fee .

GUESTS: Overnight guests are charged \$8 per night. Any tenant who invites a guest to spend the night is responsible to obtain permission from the manager and the other roommates (See paragraph #17 of the BYU rental agreement).

EVICTION: If a tenant is evicted, he/she is responsible for the payment of his/her contract until it is sold to a new tenant approved by Belmont. Approval will not be unreasonably withheld, (See paragraph #24 of the BYU rental agreement).

GARBAGE: The Belmont garbage bin is located in the parking lot next to the shed. Help everyone to keep Belmont clean by not leaving garbage or other items on the walkways outside your door.

STORAGE: Storage for luggage and boxes is available during tenancy. Label all items clearly with your name and apartment number. The storage key must be checked out from the office. No items should be left in storage over the summer.

RECREATION FACILITIES: Tenants can check-out (with ID) a volleyball set from the managers to be set up on the front lawn. You may also use the barbecue by the mailboxes, but please clean it after each use.

LAUNDRY: Clean up after yourself. Do not overload the machines or leave clothes in the machines overnight.

PETS: Pets are not allowed (See paragraph #16 of the BYU rental agreement).

SMOKE DETECTORS AND FIRE EXTINGUISHERS: Each apartment is equipped with a smoke detector and a fire extinguisher for safety purposes. Each smoke detector has a 9-volt battery, which is tested during cleaning checks and at random. **If the battery in the smoke detector is tampered with or removed, you will be fined \$100 and will face possible eviction.** As well, if the fire extinguisher is tampered with or misused, you will face the same penalties.