

NON-STANDARD RENTAL PROVISION AGREEMENT

Security Deposit Withholding: In addition to the standard security deductions allowable under ATCP 134.06 (3) (a), the following items may reflect deductions from your security deposit if they are not paid by the end of your lease term or are completed after tenant vacates:

1. Rent is due on or before the first day of the month. If it has not been received by the 3rd, a late charge of \$50.00 will be in effect.
2. A penalty of \$30.00 will be charged for all checks and auto-withdrawals returned for non-sufficient funds or for any other reason. Late fees will also apply.
3. Credit or debit card payments for charges posted to a tenant ledger in any given calendar month, will incur a convenience fee of \$30. Recurring charges that cover more than one calendar month, that are paid in one payment, will result in a \$30 fee per month. Credit or debit card payments for security deposits will be considered a separate charge and will incur a separate convenience fee of \$30 regardless what month it was posted in if paid with other charges.
4. If tenant fails to stay through the lease term or gives inadequate notice to vacate, tenant will be responsible for rent and utilities until the apartment is re-rented by another tenant as per the lease agreement, or until the lease term is satisfied. In addition, actual costs incurred for the efforts to re-rent the apartment will be charged to the tenant.
5. In the event the tenant does not stay through the lease term and has been given a rent incentive or discount, the incentive or discount must be paid back to the landlord.
6. Tenant agrees to follow state and local laws concerning recycling practices and garbage disposal. Recyclables and trash should be placed **inside** their respective containers according to the rules and labels on each dumpster. Do not place items on top of or next to these dumpster containers. Garbage, recyclables, or litter should not be placed anywhere on the property other than **inside** of the provided dumpsters. Electronic items such as TVs, computers/components, etc that are banned from the dumpsters must be disposed of properly at local drop off sites in the community. Plastic bags are not allowed in the recycling dumpster. There is a \$50.00 fine for each incidence of improper placement of garbage/recyclables.
7. Any vehicles found to be leaking oil must be repaired and the oil spot must be cleaned up within 24 hours. If the vehicle is not repaired, it will be ticketed and towed from the premises at the tenant's expense. Any oil spots that are not cleaned up by the tenant will be cleaned up by the landlord at a cost of \$50 per parking spot.
8. Vehicles must be moved for snow removal as stated in the community rules. Tenant may be charged \$100 per incident in addition to all costs associated to have the snow removal services return for additional snow removal due to tenant's failure to comply.
9. Tenant may decorate, but no nail holes, stickers, contact paper, magnets, etc. of any kind are permitted in areas that are not plastered, such as on the woodwork, doors, floors, appliances, countertops, etc. Magnets are not to be used on any stainless steel appliance as they will damage and/or discolor them. Repairs or replacements will be made at the tenant's expense. Premises are to be kept clean and in tenantable condition. If walls, blinds, cabinets, countertops, appliances, flooring, carpets/pad, or any other building components are discolored, have a strong odor, have soot, have mold, etc. due to the burning of anything, cooking, failure to dispose of garbage properly, failure to properly ventilate, or any other reason, the landlord may deem that the unit or components in the unit will need special cleaning, replacement, or repainting at the tenant's expense.
10. Smoking is prohibited in all areas on the premises as stated on the Smoke Free Non-Standard Rental Provision Agreement. Any violation of this agreement by tenant or their guests, will result in a \$200 fine to the tenant per incident. This provision does not grant permission to smoke anywhere on the premises and eviction proceedings due to these violations will be strictly enforced as allowed by law.
11. Felt pads are to be used on furniture in apartments with vinyl plank flooring to prevent damaging the floor. Repairs will be made at the tenant's expense.
12. In the event tenant fails to return any or all keys given to them and acknowledged by them, including all copies made, \$10.00 will be charged for replacement of each key and a \$75.00 fee will be charged to change each lock.
13. Tenant understands that if they fail to return or damage any or all garage door openers, they will be charged \$50.00 each for replacement of the openers.
14. In the event tenant requests landlord to unlock an apartment or other door for any reason, tenant agrees to pay a service charge of \$25.00 during normal business hours and \$75.00 during non-business hours.
15. Maintenance and repairs due to tenant's misuse, waste, or neglect, or that of tenant's employee, family, agent, or visitor, will be charged to the tenant at a rate of \$60 per hour for work performed by landlord's employee, or actual costs for work performed by subcontracted labor. Non-emergency after-hours maintenance calls will be billed to the tenant at a rate of \$60.00 per hour. One hour minimum charge applies.
16. Any false alarms or municipal ordinance violations on the premises at any time, caused by the tenant or their guest(s), will result in a charge to the tenant in the amount of \$100 or actual costs, whichever is greater. This includes but is not limited to accidental pull station activation.
17. Tenants and their guests may not have any animals on the premises at any time without landlord's prior written consent. Tenant will be fined \$200.00 immediately and \$20.00 per day per animal that each animal remains on the premises. This provision does not grant permission to keep an unauthorized animal in the apartment and eviction proceedings due to these violations will be strictly enforced as allowed by law.
18. Tenant is responsible for the full actual cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities, including but not limited to sinks, drains, faucets, garbage disposals, and toilets.
19. Tenant is responsible for any and all costs of extermination or removal of any insects, pests, or rodents that are found on the premises and which are a result of tenant's acts, negligence, failure to keep premises clean, failure to remove garbage and waste from the premises, and/or tenant's improper use of the premises. This includes any costs to inspect the premises before and/or after extermination.
20. When moving out tenant agrees to have apartment neat and presentable for showings. Tenant agrees to have vacated the apartment, thoroughly cleaned it, and returned all keys, including copies made, BY NOON on the last day of the lease term or written, agreed upon vacate date. If tenant is not out at agreed time, tenant will be responsible for any additional costs incurred or twice the rental value, whichever is greater.

21. Upon vacating, if blinds require **professional** blind cleaning due to excessive dirt that is more than normal, or require replacement, the cost to clean or replace will be charged to the tenant.
22. Upon vacating, tenant is not required to professionally clean carpet, however if tenant damage, abuse or neglect is found, the entire cost of the carpet cleaning will be charged to the tenant. This includes dirty carpet in the unit and in the common hallway leading to the unit. Soiling of the carpet in any one area means the tenant will be held liable for cleaning of all carpeting in the unit. Carpet may appear to be clean on the surface, however the amount of soil in the carpet will be determined by the professional carpet cleaning company based on the soil in the water extracted during the cleaning process. Damage to the carpet in any one area means the tenant will be held liable for replacement of the entire carpeting in the unit or common hallway. To protect the carpet, tenant agrees to use a chair mat underneath desk chairs. Only **professional** carpet cleaning by office approved carpet cleaning companies is allowed, no store bought or rented machines (Rug Doctors) are allowed to be used on the carpets at any time. The office will schedule a professional carpet cleaning company to clean carpets after tenant vacates unless tenant chooses to order a different service, which must be pre-approved by management. The carpet **MUST** be cleaned and dry before noon on the last day of the lease term and a receipt of the cleaning submitted to the office with keys.
23. Tenant agrees to leave the apartment clean when vacating by completing the items listed in the move out checklist form that you will receive when you give notice to vacate. This is a general list of what those items are:
 - Wash all windows inside and out, including patio doors and tracks.
 - Vacuum or sweep deck/patio.
 - Wipe all heat vents and clean inside & underneath – wipe all baseboards.
 - Wash light switch and wall plates.
 - Wipe air conditioner and clean filter.
 - Wash and wipe blinds. If very dirty, see section on professional cleaning charges.
 - Wash and wipe all light fixtures and replace burned out bulbs with correct type and watt of bulb.
 - Toilets must be cleaned inside and out and all floors scrubbed.
 - Sinks and fixtures should be cleaned with a non-abrasive cleaner. Bathtub/Shower stall and fixtures should be thoroughly cleaned with a non-abrasive cleaner. Remove all soap scum and wipe down water spots.
 - Wash all mirrors thoroughly.
 - All closets and vanities must be thoroughly washed inside & out.
 - Clean exhaust fans in the ceiling or wall.
 - Clean the laundry area and machines if you have a private washer/dryer in the apartment.
 - The oven and range top should be thoroughly cleaned, including burner pans. Use special cleaning product for glass top stoves. Clean under the range top if it is the type of range that the top can be lifted. Pull range out to wash down the sides and remove bottom drawer to clean underneath. Clean oven racks on both sides and on inside rim of oven door. Broiler pan, if provided, must also be clean. If you have a self-cleaning oven, follow instructions in operating manual. Please do not put burner pans and broiler pan in oven while in the self-cleaning process. Wipe off vent fan and clean filter.
 - Refrigerator should be cleaned inside and out. Pull refrigerator away from the wall to clean the sides, behind, and underneath.
 - Wash all cabinets inside and out.
 - Sweep out the garage and remove any oil spills.

Upon vacating the apartment, if any of the above or anything listed in the cleaning checklist that you will receive when you give your notice to vacate are not completed to management's satisfaction, the cleaning charge is \$60.00 per hour per housekeeper to cover labor and materials. Charges for the first two hours of cleaning will be waived to cover normal wear and tear.
24. Tenant is responsible for replacing the batteries in the remote controls, smoke detector, carbon monoxide detector if one is present, and all burned out or incorrect (wattage and style) light bulbs inside the apartment. If an air conditioner or fire place comes equipped with a remote control, it must remain in the unit upon vacating. Full replacement cost will be charged to the tenant for all of these items if they are missing upon vacating.
25. Upon vacating, if stove drip-pans need to be replaced the cost will be deducted from the security deposit.
26. Upon vacating, any unpaid utility charges that are the responsibility of the tenant, will be deducted from the security deposit.
27. Tenants who wish to install a satellite dish must sign an addendum to this agreement, agreeing to the proper installation of the satellite dish in accordance to the guidelines set forth by Toonen Companies, Inc. A minimum repair fee of \$100.00 will be charged if satellite dishes are not properly installed. NOTE: There are some locations that have limitations as to which satellite dish provider may be used, see your leasing office for details.
28. Security deposits will be returned post-dated within 21 days of check-out. Security deposits will be returned in one check payable to all responsible lease holders (co-signers and Guarantors are not named on deposit returns). Tenant must leave a forwarding address, or Landlord will send any refund check to the apartment address and the Postal Service will forward it through the mail. Landlord cannot be responsible for any delay caused by forwarded mail. If no forwarding address is left, or incorrectly left, and Tenant requests a new check to be reissued, a \$35 charge will be added to the account to cover the bank costs of this process.

I have carefully read, fully understand and have initialed the provisions stated above, and agree to abide by the above provisions for the duration of my tenancy.

Tenant

Date

Tenant

Date

Tenant

Date

Agent

Date

Address of Apartment:
