

# LEVAN PROPERTIES LLC RESIDENT HANDBOOK

FOR THE RESIDENTS AT:

ALL PROPERTIES MANAGED BY LEVAN PROPERTIES LLC

This Resident Handbook (“Handbook”) contains the rules and regulations, instructions, policies, procedures, and guidelines (“Rules and Regulations”) for the Residents to follow and supplements the provisions of the Resident's Lease Agreement. This document is incorporated by reference into the Resident's Lease Agreement with Levan Properties LLC, Whitehall East Properties LLC (dba KSU Townhomes) at the East Townhomes Community, Buchtel Properties LLC (dba UA Townhomes) at the University Townhomes of Akron Community, and other Kent State University communities.

## TABLE OF CONTENTS:

W.	Welcome	Page 3
1.	Emergency	Page 4
2.	Maintenance Emergency	Page 4
3	Maintenance Service Requests	Page 4
4.	Preventative Maintenance	Page 5
5.	Right of Entry	Page 5
6.	Frequently Asked Questions	Page 5
7.	Appliance Reference Guide	Page 11
8.	Entrance Doors Windows	Page 12
9.	Entrance Keys / Mail Box Keys / Bedroom Keys	Page 12
10.	Mail / Mailing Address	Page 12
11.	Lockout	Page 12
12.	General Safety Tips	Page 13
13.	Parking / Permits / Towing	Page 13
14.	Renters Insurance	Page 14
15.	Deliveries	Page 14
16.	Disposal of Trash and Recycling	Page 14
17.	Conservation / Tips / LED Light Bulbs	Page 15
18.	Fire Alarms-Smoke Detectors / Carbon Monoxide Detector / Fire Extinguishers	Page 17
19.	Fire Emergency Procedures / Tips	Page 17
20.	Fire Prevention	Page 18
21.	Exterminating and Pest Control	Page 19
22.	Mold / Mildew Prevention	Page 19
23.	Plumbing / Lavatories	Page 20
24.	Garbage Disposal	Page 21
25.	Dishwasher	Page 21
26.	Care and Cleaning of Washer / Dryer	Page 22

27.	Kitchen and Bathroom Finishes / Countertops / Cabinets / Other	Page 22
28.	Alterations and Improvements / Hanging Pictures / Other	Page 22
29.	Outdoor Patios and Balconies	Page 22
30.	Furnace / Air Conditioning	Page 23
31.	Non-Smoking Policy	Page 23
32.	Pets and Pet Policy	Page 23
33.	Resident Conduct / Respect	Page 25
34.	Resident Conduct / Noise Disturbances	Page 25
35.	Use / Guests and Guest Conduct	Page 26
36.	Health and Safety Inspections	Page 27
37.	Dress Code	Page 27
38.	Leased Premises	Page 27
39.	Lease Terms	Page 27
40.	Assignment and Subletting	Page 28
41.	Assignment of Lease Agreement / Termination of Lease Agreement	Page 28
42.	Relocation	Page 29
43.	Individual Rent Liability / Rent Payments	Page 29
44.	Late Fees / Collection Process	Page 30
45.	Application of Payments	Page 30
46.	Utilities Included	Page 30
47.	Utilities	Page 32
48.	Student Loan / Financial Aid Policy	Page 32
49.	Moving In	Page 33
50.	Moving Out	Page 33
51.	Holdover by Lessee	Page 33
52.	Abandoned Property	Page 34
53.	Cleaning at Time of Move-Out	Page 34
54.	Damages	Page 37
55.	Application Fee / Redecorating Fee / Security Deposit	Page 37
56.	Security Deposit Deductions	Page 38
57.	Itemized List of Charges	Page 38
58.	Electronic Signatures	Page 41
59.	Notices / Demands / Communications	Page 42
60.	Important Contact Information	Page 43
61.	Other Contact Information	Page 44
62.	Privacy Policy	Page 45

## WELCOME!

We are pleased that you have chosen to make our townhome community your home, and are excited to have you as our neighbor. Since 1992, our family has been providing AFFORDABLE student housing and exceeding customer expectations for more than 25+ years. Being a small local company, we self-manage the properties we own.

For our Residents, it means we are committed to providing exceptional quality living with continued reinvestments and enhancements, great amenities, responsive maintenance, and the highest level of personalized customer service. Our innovative "townhome" floor plans are filled with people friendly features that create comfortable "care-free" living spaces. Perfectly located on the campus bus route, our townhome communities provide our residents with easy access to the university, recreation, dining, shopping, music/arts, nightlife and every day conveniences – plus off campus FREEDOM.

Our goal is to provide you with the best housing experience possible. As a member of our student housing community, you will be consistently treated with a positive attitude, respect, and enthusiasm. We are committed to excellence—from offering the best possible living and learning environment to addressing any concern in a timely manner.

The purpose of the rules and regulations, instructions, policies, procedures, and guidelines (“Rules and Regulations”) for our Residents to follow in the Resident Handbook (“Handbook”) is to ensure the safety and well-being of all Residents and to prolong the quality of life at our community through proper maintenance and use. The Rules and Regulations contained in this Handbook are attached to and made a part of to supplement the provisions of the Resident's Lease Agreement.

You and your guests are bound by this Handbook by virtue of Lease Agreement signing, and you will be responsible for your guest’s compliance with all Rules and Regulations. Violations of rules contained in this Handbook may subject you to fines and possibly eviction. We reserve the right to change this Handbook from time to time as we deem necessary. Any changes to this Handbook will be effective and a part of the Lease Agreement once they have been delivered to you by reasonable means such as email, posted on all our websites, and also posted in the Unit common area at the Unit bulletin board.

For the purposes of this Handbook and policy, the pronouns “you” or “your” shall refer to all Residents listed on the Lease Agreement; “we”, “us”, or “our” shall refer to the Management, Landlord, or Owner listed on the Lease Agreement.

The Information contained in this Handbook is intended only for the personal and confidential use of the residents and management of properties affiliated with Levan Properties LLC.



## 1. EMERGENCY

In the event of a medical, police, or fire emergency, or if a potential crime is suspected, **Residents are to call 911 and Rescue Officials** to report the emergency. Emergencies are considered to be any situation that places life or property in jeopardy or any other life-threatening situations and requires immediate attention. *See also Important Contact Information.*

**Emergency: 911**

**Ambulance: 911**

**Police: 911**

**Fire: 911**

## 2. MAINTENANCE EMERGENCY

A maintenance emergency is one in which the safety of the Residents is jeopardized. The Residents should contact Maintenance Emergency Pager Number at 330-523-0414. The emergency pager is a voicemail pager and for that reason, the Resident calling **MUST LEAVE A MESSAGE**. Maintenance and Management will be notified **ONLY** if the Resident leaves a message. The Resident must leave their full name, the Unit number / address, the emergency maintenance description, and phone number.

Situations that would be considered a maintenance emergency examples are: burst water pipes, hot water tank or other flooding, heat does not work and temperature inside the Unit is below 60 degrees or outside the Unit is below 45 degrees, Unit entry door will not lock, broken window (both panes), no electricity in the Unit. If have local power outage due to a storm or other, the Residents need to contact First Energy Electric Co. to report the power outage.

Situations that are not maintenance emergencies, but would be handled as soon as possible the next day, examples include: no hot water, clogged garbage disposal or drain, electricity is out for one or two items, stove burner not work, washer / dryer not work. Situations that are routine maintenance examples and would be scheduled in priority order: closet off track, dryer not heating, blinds broken, water drains slowly, LED light bulb needs replaced (if the Unit is out of the extra light bulbs we provided as a courtesy).

## 3. MAINTENANCE SERVICE REQUESTS

Maintenance Service Requests allow the Resident to request Maintenance to repair a problem in the Unit. For any Maintenance Service Requests / Work Orders (not emergency), Residents need to contact Management by email. The Resident will need to provide Management the maintenance / service request in writing.

To submit the request in writing, the Resident can email to [ManagerLevanProperties@gmail.com](mailto:ManagerLevanProperties@gmail.com) or go to any of the LevanProperties.com, EASTtownhomes.com, KSUtownhomes.com, or UAtownhomes.com website(s), and go to the link **"CONTACT US NOW"** and then complete the **Maintenance Service Request Form**. Please be as detailed as possible as this information will help Maintenance to diagnose the problem and complete repairs in a timely fashion. Management also requests that the Resident cc all roommates in the Unit of the Maintenance Request so all Residents in the Unit are communicated to.

Management will then reply and respond in writing by email to all Residents in the Unit the Maintenance Service Request by email the following business day. By submitting a Maintenance Service

Request, the Resident is giving maintenance staff and / or appointed contractor(s) permission to enter the Unit to complete the maintenance work requested. Please Note: If the Residents do not receive an email response back from Management by the end of the next business day, this means Management did not receive the Resident's email. Management also recommends and suggests that one of the Residents email a short follow up note in writing to let Management know the maintenance work was completed.

Any maintenance issues or damages due to Resident's misuse will be charged to the Resident(s). For example, a stopped up toilet, clogged garbage disposal, and a clogged drain each carry a \$60 charge if deemed Resident misuse. If a toilet is so clogged that it must be pulled and snaked, the charge is \$95.00.

**All service charges are payable at the time of service.** For any maintenance issues or damages such as holes in walls, doors, floors or other damage, the service charge is \$60 for the service call and \$35 per hour labor and cost of materials to repair / replace. For any plumbing, heating & cooling, or electric maintenance issues / damages, the services charge is \$60-75 for the service call and \$35-55 per hour labor and cost of materials to repair and / or replace. Any emergency services provided on holidays or weekends are double the charge when deemed Resident misuse. This expense becomes immediately payable as additional Rent. If not paid, the charges will be deducted from the Resident(s) Security Deposit(s) if not paid.

#### **4. PREVENTATIVE MAINTENANCE**

Approximately every 2-3 months, Residents will receive email notice from Management that Maintenance will be entering the Unit to perform preventative maintenance. The preventative maintenance checklist includes tasks such as: changing the air filter in the HVAC system, checking airflow from the vents, cleaning the HVAC coil, checking the plumbing for leaks and other follow up. When the Unit receives notice for Preventative Maintenance, Management requests that all areas in the Unit be accessible for Maintenance. The City Health Department will be also doing thorough inspections in all Bedrooms, Units, and Premises in the summer months before the Fall Semester begins.

#### **5. RIGHT OF ENTRY**

Management has the right, as do our agents, to enter the Unit and the Resident's Bedroom upon reasonable notice at any reasonable time (or at any time in the event of an emergency without notice and without consent) to inspect, remodel, repair, maintain and protect the Unit as we see fit, at our sole discretion. Further, Management has the right to enter the Unit and the Resident's Bedroom upon reasonable notice at any reasonable time to show the Unit to prospective tenants, insurance representatives, lending institutions, or owners. At times, it may be necessary to enter a Resident's Unit for repair work that was not requested by the Resident(s), such as leaks from the Unit affecting other Residents. Management will attempt to reach the affected Resident in advance of entry, unless the repair is deemed an emergency. Management and / or Maintenance do not need your permission to enter your Unit in response to an emergency involving danger to Residents or damage to a building structure or system.

#### **6. FREQUENTLY ASKED QUESTIONS**

Management has collected the most frequently asked questions for reference. This information will help Residents and Parents prior to move in and also help to maintain the townhome Unit throughout the year. You can also reference the Lease Agreement and the Resident Handbook for further information

and more detailed answers to your questions. If you have any questions, contact Management or submit a Maintenance Service Request.

**What is an individual rent liability?**

When you sign an individual and / or unit lease, you have **individual rent liability** and are only responsible for your rent. If your roommate transfers or graduates, you do not have any responsibility or liability for the rent of the other Residents in the Unit. That is a significant advantage over the joint and several leases used at many other rental houses and apartment properties where each tenant is liable for the total rent for all the other roommates in the property.

**What is an Installment?**

The typical lease term is approximately 11.5 months of occupancy which coincides with the university's academic calendar. The resident is charged a total rent amount for the contracted occupancy period. The Lease Agreement will reflect the total rent amount typically divided into 1, 2, 4, or 12 equal installments due August 1 - July 1. These installments do not represent a monthly rent amount and are not prorated.

**Do you send me a bill or invoice for rent due?**

No, we do not send bills or invoices for rent due to any of our Residents. Your copy of the Lease Agreement serves as your bill. As a courtesy, we will email you a rent payment reminder due before your first installment due.

**How can I make a rent payment?**

Rent Installment Payments are to be made payable to **Levan Properties** and can be paid as follows:

- 1) Check, money order, or cashier check mailed to the business office at Levan Properties, PO Box 417, Hinckley, Ohio 44233.
- 2) Check, money order, or cashier check dropped off at the on-site Levan Properties Mail Drop Box.
- 3) Paid Online by electronic funds transfer ("ACH") or by debit or credit card via PayPal, MoneyGram. Cash or postdated checks will NOT be accepted.

**Is a Lease Guarantor required?**

Yes, all Residents are required a Lease Guarantor to complete the Lease Guaranty Agreement but do offer few exceptions. See Lease Agreement.

**If I am 21 or older, can I be my own Lease Guarantor?**

Yes, a Resident can act as their own Lease Guarantor if they can show documentation as outlined in the Lease Agreement or if you have an income greater than 2.5x times the rental installment(s).

**Can I request specific roommates?**

Yes, you can list the roommates you have chosen when completing your Application. It is important that all roommates list each other and that all requests are mutual – before signing Lease Agreement.

**Can I request a specific Unit?**

Yes, you can list your preferences on your Application and we will do our best to place you in the Unit that fits that request. All requests are on a first-come, first-serve basis and are taken in order based on the date your Application and Lease Agreement was received.

**If I renew, do I have to move out and then move back in?**

When you renew and choose to stay in your current spot, no moving out is required.

**If I am graduating in December, can I still renew my lease?**

Contact the management office for details on the options available to you.

**Are your townhomes furnished?**

No. After much research we have found that furnishing townhomes, we feel it is better not to furnish. We believe that our Residents would prefer to bring their own furnishings and bedding. It also allows our residents the freedom of creating their own living environment. But we do offer students the option to rent a “furniture package” for a small add on cost. This option has become popular with some of our out of state and international students.

**What is included in the furniture package options?**

We do not offer fully-furnished townhomes, but we do offer the option to furnish as small add on cost if need individual items for the common areas and / or for any individual bedrooms. In the living room, we can offer the option of a sofa, loveseat or chair, coffee and end tables. In the kitchen, we can offer the option dining room table and chairs set. In the bedrooms, we can offer the option of dresser, nightstand, desk and desk chair. Prices will be quoted as a separate item depending on what is requested and if request new or used. Because of sanitary and health reasons, we do not offer bed / bedding. The Resident instead can supply their own bed / bedding and this can be done at affordable price from as low as \$75-150 range from Amazon, Walmart, and other retailers -and- can have shipped and delivered directly to the Unit.

**What appliances are in the townhomes?**

We include ALL the appliances you need: Washer / Dryer, Refrigerator, Dishwasher, Oven / Range, Garbage Disposal, and Microwave. Residents can bring their own coffee pot, toaster, waffle maker, and any other.

**Are utilities included?**

Yes. We include gas (heat), electric, water, sewer, trash collection and pest control. We also include digital cable TV and high speed wireless internet. Most complexes Residents are responsible for setting up and paying for their electricity – we included that also.

**Is there a utility usage cap?**

Yes. Each townhome Unit is given a monthly utility usage cap as outlined in their signed Lease Agreement. This cap is more than enough to cover their monthly usage and is monitored monthly. Rarely do residents go over the monthly usage. When this happens, it is typically electricity. Depending on the size and frequency of the overage, Management and Maintenance may schedule a service call to the Unit to assess and communicate to the Residents. It has been discovered that the Residents were running the AC 24/7 and never turned off or adjust thermostat and / or AC temperatures were set at 60-65 degrees inside the unit even when temperatures outside the unit were in the 50s-60s-70s. Another example is Residents in many of the Units now like to decorate with string lights. One Unit went crazy with cheap decorative string lighting throughout the entire unit that uses a ton of electricity. They did not use LED lights that cost a little more but has 90% energy savings and lasts 10x as long, and we also discovered some were keeping the decorative lights on 24/7. Doing this wastes electricity and the Residents will then be billed for overages. This is why most complexes that include utilities are now charging and making their tenants pay for electric.

**What should I do if my toilet is clogged?**

You should have a “heavy duty” quality plunger (costs about \$5-8 at any home improvement store) and should always try to unclog before contacting Management. If a Resident is having difficulty plunging,

we suggest ask roommate for help. If problem persists, you can contact Management to report the clog. Management will respond to schedule service call and show the Resident how to successfully plunge the toilet. If the toilet is overflowing, turn the valve on the lower left-hand side of the wall behind the toilet clockwise until it stops. Use something to soak up the water before it flows to the lower level. We also suggest to our Residents to minimize the amount of paper and other put into the toilet and if needed flush the toilet more times than once. A good rule of thumb that is followed in most family homes: “thou who clogs it, must unclog it”. For some students that have never used a plunger, our advice is you will want to learn to do as you will not want to pay a plumber \$100-150 to make a service call to your home to plunge your toilet every time this happens.

#### **What should I do if an outlet in the bathroom or kitchen does not work?**

There are two GFI (red) buttons on several outlets in these areas: a test button and a reset button. If an outlet does not work, simply push the reset (red) button on the closest outlet.

#### **What should I do if the garbage disposal does not work?**

If the garbage disposal does not work, you should first turn off the disposal and then press the disposal reset button located under the kitchen sink. The unit. You then need to run the water and turn on the disposal switch. Residents should not dispose of any food and debris into the garbage disposal. The disposal is not a trash compactor. Residents should empty all food waste and dispose in unit trash bin. Then the small excess that is stuck to the plate / other can be washed and drained into the disposal.

#### **What should I do if I lose power in my entire Unit?**

If you do not have electricity in the entire Unit, it could be caused by local power outage due to a storm, city workers, or other. You will need to contact First Energy Electric Co. to report the power outage. Residents will be able to access FirstEnergy.com website and see when power is estimated to be restored in the area.

#### **What should I do if I lose power in an area of my Unit?**

If there is a power outage in a specific area in the Unit, you should find the breaker box, which is a metal insert located in either the kitchen, hallway, or laundry rooms. There are two columns of switches in the breaker box. Each switch in a column should be facing the same direction. If one switch is out of alignment, flip it back so that they are lined up again. If all of the switches are aligned correctly, locate the switch which matches the specific area where the power outage exists (e.g. the bathroom or kitchen) and flip it off and then on. You may have a faulty toaster or other small appliance, too many items on 1 electric circuit causing overload, or other. Contact Management for follow up to diagnose problem.

#### **What should I do if my dryer is not hot and is taking a long time to dry clothes?**

The majority of the time, dryer lint filter is filthy and has not been cleaned. Residents need to remember to clean the lint filter every time when using the dryer in order to improve dryer’s performance and also avoid the risk of fire from lint buildup.

\*See website: [www://homerepair.about.com/od/heatingcoolingrepair/ss/dryervent\\_clean\\_3.htm](http://www://homerepair.about.com/od/heatingcoolingrepair/ss/dryervent_clean_3.htm).

#### **What “other” items should I bring to my Unit?**

Residents should bring some of the following “other” items: curtains, curtain rods (Management does provide blinds for all windows), shower curtain rod, shower curtain, plunger, vacuum, broom, mop, cleaning supplies, snow shovel, and any other items you use on a daily basis. While the Homeowner’s Association does have a company that plows the parking lot and shovels the sidewalks, areas between cars are difficult to maintain. Keep in mind, this is Northeast Ohio which is known for its heavy lake



effect snow storms that can produce snow at a rate of an inch or two per hour – sometimes without notice or weather forecasting. Management also suggests bringing a small refrigerator for the bedroom – remember there are 4 or 5 Residents sharing 1 refrigerator. At the same time, communicate and plan ahead with all roommates on the common area items such as kitchen table and chairs, living room sofa and tables, etc. so all do not bring the same item. One year a group did not communicate to each other and brought 4 sofas on move-in day.

**What should I do if my dishwasher has bubbles coming out of it?**

If this happens, you may have either used regular hand dishwashing soap in the dishwasher or used too much dishwasher detergent. We suggest change to dishwasher detergent or be careful in measuring. For now, open the door and keep it open for about 2 hours to allow the bubbles to evaporate. Pour a cup of cooking oil into the tub and run the rinse cycle, which may have to repeat this two or three times until the foam disappears. Always use dishwasher detergent (and of good quality)!

**Will the maintenance staff change light bulbs for me?**

Yes. Even though this is the responsibility of the Residents, Maintenance will change and also supply extra energy efficient LED light bulbs. Extra light bulbs are left in the 2<sup>nd</sup> floor hallway closet as a courtesy so any Resident can change a light bulb as needed.

**What should I do if the lamp / light fixture, TV/Stereo, other electrical item I plug in does not work in the Living Room?**

In the Living Room, there are 2 designated electric outlets wired to on/off switches. Turn the switch on.

**What should I do if there is a water leak from either the hot water tank or a plumbing pipe burst?**

In all Units, there is a **“water shut off” knob located in the Laundry Room** which is clearly marked. Turn the knob to the right to shut off the water supply from entering the Unit and then contact Maintenance Emergency Pager Number immediately at 330-523-0414.

**What should I do if my Unit has a pest control problem?**

Residents should first thoroughly clean the Unit, as pests usually result from unsanitary conditions, such as improperly stored food or organic residue in your garbage can, countertop, or floor. If the problem persists, email a Maintenance Service Request so Management or Maintenance can evaluate the problem. We will schedule pest control and treat your Unit on their next weekly visit. If the problem persists, an exterminating company will be contacted. If possible (and if safe), take a picture or capture a sample of the pest (bug), so the exterminator or entomologists may accurately identify the species and treat accordingly.

**How should I hang pictures on the wall?**

The goal is to minimize the damage to the walls. No holes or stickers are allowed inside or outside the Unit. We recommend that you do not use any screws, nails (except small finish nails), putty, or tape of any kind. There are a few effective adhesive pads on the market that work, but most inexpensive products we found, tears into the drywall and therefore are not recommended. Tape should never be used on the walls, doors, floors, or windows. **“Command Hooks”** are recommended for hanging pictures and other as does not leave sticky residue or damage when removing. If any damage, Resident and Co-tenants must repair by the end of the tenancy.

**What can I do to minimize being billed for damages upon move-out?**

\*There are several steps that you can take to keep Unit in good condition and minimize damages being billed at the end of your Lease Agreement:

\*Clean Unit at least once a week. Pay special attention to vacuuming the carpets, cleaning the toilets, bathtubs, sinks, tile floors, oven, stovetop, drip pans, microwave, refrigerator, and countertops. Dirt, grime, mold, and mildew can accumulate especially in the bathrooms if Residents do not keep clean.

\*Keep walls in good condition. Hang pictures and other items using the recommended methods. Do not place furniture directly against the walls and make sure that bed and bed sheets do not mark the walls. If make a mess, wipe down with wet towel / cloth.

\*Follow the instructions in Unit move-out letter to prepare Unit for move-out and also follow the guidelines in the Resident Handbook. Be sure to coordinate move-out preparation with all roommates, since common area damages and cleaning issues are billed to all Residents in the Unit.

\*Communicate. If there is a problem or was an "accident", let us know and we will work together on fixing and solving the problem. We do not want to find out (example- holes / damages / other) AFTER move out or during the City Health Department Inspections.

#### **Will I be charged for maintenance and repairs?**

You will not be charged for standard maintenance and repairs. Charges would only be issued for repairs due to negligence and damages. Residents and Co-tenants will be charged for damages to the Unit or Premises, cleaning and repairs beyond "normal wear and tear" to Lessee's Bedroom, the Common Areas of the Unit, the Common Areas of the Premises caused by the Lessee and / or Lessee's invitees and guests.

#### **What suggestions can you give to help avoid misunderstandings re cleaning the Unit?**

Make a "Chore-Chart" or a "To-Do List" for the common areas and alternate with your roommates. Some areas to start with: Vacuum Living Room, Stairway, and Hall, Wash / Mop Kitchen Floor and Baseboards, Dust, Take Out Trash, Clean Kitchen Counters, Appliances & Sink, etc. A good rule of thumb is clean dishes, cups, and silverware after every meal so things do not pile up and clutter. Communicate with your roommates and work together. Remember there is no "I" in "TEAM".

#### **Do you allow pets?**

We are happy to accept your furry friends – Pets are family and nothing is more important than family! But this depends on the property and roommates. For properties that accept pets, we will accept a maximum of two pets per property on many of our properties and request that all roommates are ok with having a pet and that no one is allergic. You and all your roommates must all sign Pet Agreement and Pet Policy and you would also pay \$250 Non-refundable Pet Deposit Fee. *Restrictions do apply - so contact our leasing office for details – **before** bringing a pet to the Unit!*

#### **Is Renter's Insurance Required?**

Yes, our community requires each Resident to carry an active tenant liability policy for damage to the landlord's property during the term of their lease. We require a minimum of \$100,000 in general liability coverage. We also recommend you have personal property insurance to cover your belongings.

*You can also reference the Lease Agreement and the Resident Handbook for further information and more detailed answers to your questions. If you have any questions, contact Management or email a Maintenance Service Request.*

## 7. Appliance Reference Guide

This guide provides helpful tips for using Unit’s appliances safely and efficiently. If you have any other questions about your appliances, you can also download the user manuals from the internet.

<b><u>Appliance</u></b>	<b><u>Do +</u></b>	<b><u>Don’t -</u></b>
Stove / Oven	<ul style="list-style-type: none"> <li>+Put a protective cover of aluminum foil on your drip pans to make cleaning easier.</li> <li>+Clean the drip pans, hood filter, stovetop, and oven regularly.</li> <li>+Use the stove hood fan to prevent a small amount of smoke from setting off the fire alarm.</li> </ul>	<ul style="list-style-type: none"> <li>-Heat oil at a high temperature as it may catch fire.</li> <li>-Use water to attempt to extinguish a kitchen fire.</li> <li>-Let grease and other baked on residue accumulate.</li> <li>-Leave the stove unattended while in use.</li> </ul>
Microwave	<ul style="list-style-type: none"> <li>+Clean the microwave regularly.</li> <li>+Use microwave-safe dishes.</li> </ul>	<ul style="list-style-type: none"> <li>-Put items containing metal or aluminum foil in the microwave.</li> </ul>
Garbage Disposal	<ul style="list-style-type: none"> <li>+Run cold water down the drain the entire time the disposal is in use.</li> <li>+Mix baking soda and white or apple cider vinegar with water and run it through the disposal monthly to clean out and control odors.</li> </ul>	<ul style="list-style-type: none"> <li>-Place hard objects such as bones or eggshells, fibrous foods such as asparagus, large quantities of food, or inorganic objects into the disposal.</li> <li>-Rinse plates full of food gunk!</li> <li>-Use as a trash compactor!</li> </ul>
Dishwasher	<ul style="list-style-type: none"> <li>+Make sure that the water jets have sufficient clearance to clean each load of dishes. Use good quality dishwasher detergent.</li> </ul>	<ul style="list-style-type: none"> <li>-Use hand soap or other detergents not designed for the dishwasher.</li> <li>-Overload the dishwasher.</li> <li>-Place non-dishwasher safe items into the dishwasher.</li> </ul>
Refrigerator / Freezer	<ul style="list-style-type: none"> <li>+Clean the refrigerator regularly.</li> <li>+Leave open box baking soda to absorb odors.</li> </ul>	<ul style="list-style-type: none"> <li>-Overload shelves or door storage.</li> <li>-Block bottom front vent in freezer.</li> </ul>
Washer / Dryer	<ul style="list-style-type: none"> <li>+Clean the lint filter after each use.</li> <li>+Wait a few minutes before you unload the washer for it to unlatch after the end of the cycle.</li> <li>+Check pockets for unwashable objects before loading washer.</li> </ul>	<ul style="list-style-type: none"> <li>-Overload the washer such that the agitator cannot move freely as this may result in flooding and damage to the motor.</li> <li>-Wash plastic items, items with exposed cotton backing, or oversized items.</li> <li>-Leave running when empty unit.</li> </ul>

## 8. ENTRANCE DOORS AND WINDOWS

All Unit entrance exterior doors must be closed and locked at all times unless the Unit has a storm door and / or screen door. Any damage to exterior doors or windows are chargeable to the Resident and Co-tenants. This includes all screens on any doors and windows.

## 9. ENTRANCE KEYS / BEDROOM KEYS / MAIL BOX KEY

Entrance Keys: Each Resident is given one (1) entrance key for the front door. Management does not give Residents or their guests any extra keys and there are no keys for the back door. In the event the Resident's key is lost, the Resident can request a new key with valid proof of identity. There is a \$30 charge for a new key or a \$30 charge for a new lock and key.

Bedroom Keys: Each Resident is given one (1) key for their Bedroom. Management does not keep copies of keys for the individual Bedrooms. Residents also have the option to change their own Bedroom door lock with their own key, and then change back at the end of the Lease Term. This is an easy installation. Otherwise, there is a \$30 charge for a new key or a \$30 charge for a new lock and key.

Mail Box Key: There is only one mail box key assigned per Unit. We suggest keeping the key in the same location and suggest the Unit bulletin board. There is a \$30 charge for replacement key if Management has to replace key. If the US Postmaster has to replace key, there is a \$30 charge for a new lock and key.

## 10. MAIL / MAILING ADDRESS

The Unit Mailboxes are located outside near the complex driveway entrances. Each Unit shares a mailbox and each Unit is issued one mailbox key that is located on the Unit's Bulletin Board. Management encourages Residents to talk to all roommates and determine who checks the mailbox and where to put received mail. Please make sure that friends, family, and associates know the correct address – as improperly addressed mail can be misdirected and may be returned to sender or lost.

**Resident's mailing address should be written as:** Name, Unit number with Street, State, and Zip Code (xxxx Whitehall Blvd., Kent, Ohio 44240 or xxx E. Buchtel Ave., Akron, Ohio 44304). The United States Postal Service, not any campus or community mail, serves the townhome community. Thus, mail to or from anyone on campus will require postage in order to be delivered. Management recommends Residents file a change of address with the post office prior to move-in and move-out to minimize any interruption of mail service.

## 11. LOCKOUT

In the event you are locked out of the Unit, you should contact your roommates. Otherwise, you can contact Maintenance Emergency at 330-526-0414. In the event any Resident is locked out of the Unit or Bedroom during regular business hours and requires Landlord, Locksmith, and / or Maintenance assistance to gain reentry, Resident shall pay to Landlord the \$60 Lockout Fee to make service call, which amount will be considered additional Rent, and shall be paid to the Landlord within twenty four (24) hours of such service. If not paid, charges will be deducted from the Resident's Security Deposit. After regular business hours, there will be an Emergency lock-out charge of \$125 per lock-out to make an Emergency Service Call. **Management recommends each Resident make a copy of their Unit key and Bedroom key and keep as back up.**

## **12. GENERAL SAFETY TIPS**

Please use the following precautionary measures to minimize existing dangers and hazards in the college community environment. Management cannot guarantee or assure personal security. Any actions taken by Management to reduce the risk of crime in the community are completely voluntary. The provision of safety devices and patrol services will not constitute a guarantee of their effectiveness nor impose an obligation to continue providing such services. If you witness a crime, call 911 immediately and then contact Management. Although we do our best to provide a safe environment, no community is immune to crime. The following guidelines will provide you with basic, easy-to-follow tips to help you protect yourself:

### **Personal Safety Precautions**

- \*Do not walk or bike alone after dark; walk with friends or in a group, call for an escort or ride University buses.
- \*Walk in well-lit and well-traveled areas.
- \*Constantly be aware of your surroundings.
- \*Know the locations of where to go for any type of emergency help needed.
- \*Be wary of persons you don't know.
- \*Report suspicious persons or activity to the police.
- \*Stay away from relatively isolated areas.
- \*Plan what you will do if confronted by a stranger that makes you feel uncomfortable.

### **Unit Safety Precautions**

- \*Keep your Unit and Bedroom door locked at all times, even if you or one of your roommates is home.
- \*Close and lock all windows when leaving your Unit.
- \*Carry your keys with you at all times.
- \*Make sure doors close and latch / lock behind you.
- \*Confront persons you don't know; if you can't confront, report suspicious persons to the police.
- \*Do not open the door if you have any doubts as to whom you will be opening your unit to.
- \*Report damaged or malfunctioning doors windows, locks, etc. to Management.
- \*Report "salespeople" or "solicitors" to Management; they are prohibited from the property.
- \*Escort your guests at all times.
- \*Do not prop doors open and leave unattended.
- \*Get to know your neighbors and watch out for one another. If you see or hear anything suspicious, or witness any illegal activity, notify the police immediately.
- \*Keep valuables out of sight by drawing curtains or blinds and storing such items away from windows.
- \*Immediately report the following to us in writing, dated and signed: Any needed repairs of locks, latches, doors, windows, smoke detectors, alarm systems; either inside or outside your apartment.
- \*Do not leave valuables in your vehicle and always lock car doors.

## **13. PARKING / PERMITS / TOWING**

All Residents who have a vehicle and want to park in the Homeowner's Association's parking lot will receive from the Homeowner's Association Management, an official parking permit. The Homeowner's Association charges a one-time yearly charge of \$50 for a parking permit. The parking permit must be placed in the driver's side rear window at all times. Any Resident parking in the complex without a

current parking permit will be subject to towing at the Resident's sole expense. In addition, if the parking permit is not displayed properly, Management / Towing Company will assume that the car is not authorized to park in the Homeowner's Association parking lot and the car may be towed at the car owner's expense. Ownership, Management, and the Homeowner's Association shall not be held liable under any circumstances for any damage or loss to any Resident's motor vehicle or its contents. Residents and their guests are advised to obtain appropriate vehicular insurance coverage.

A limited number of visitor parking spaces are available on a first come, first served basis. At Kent East Townhomes Homeowner's Association, guests must park in the designated visitor parking spots. At Akron Buchtel Place University Townhomes Homeowner's Association, guests can park in the designated parking spots at the Legacy property using the side closest to Townhomes properties only. The Resident understands and acknowledges that it is their responsibility to advise any of their invitees / guests the proper manner for parking their vehicles, and the Resident agrees to determine in each case that they have complied therewith. The Resident further agrees to indemnify and hold Management harmless for any claims by the Resident's invitees for the towing of their violation of these rules. **Vehicles may be towed if** they are considered inoperable (tags expired, no mirrors, broken windows, etc.). Cars leaking oil will not be allowed to park in the surface parking lot area, and any non-operable car parking on the premises will be towed at the car owner's expense. Vehicles will also be towed if they do not have a proper parking sticker, are parked in fire lanes or parked in an area other than a designated parking space. All vehicles that are towed will be done so at the vehicle owner's expense. **If a vehicle has been towed, the Resident will need to contact the towing company displayed on the sign at the entrance to each Homeowner's Association parking lot.** Ownership, Management, and the Homeowner's Association shall not be held liable under any circumstances for any towing cost, damage, or loss to any motor vehicle or its contents. Resident and their invitees / guests are advised to obtain appropriate vehicular insurance coverage. Any Parking Permits lost will cost \$50.00 to replace.

#### **14. RENTERS INSURANCE**

Although the Landlord carries adequate insurance to protect the buildings and the property, this insurance does not provide coverage on the Resident's privately owned furnishings and valuables and is not responsible for loss or damage to the Resident's household goods or vehicle(s) in the event of fire, water, electrical, or smoke damage, theft or any other misfortune; nor are responsible for loss or damage to property elsewhere in the community, including vehicles parked on site. The Landlord and Management do not assume any responsibility whatsoever and will not reimburse Residents for any expenses related to damage or loss of personal property. Therefore, our community requires each Resident to carry an active tenant liability policy for damage to the Landlord's property during the term of their lease. We require a minimum of \$100,000 in general liability coverage and recommend personal property insurance that would be covered in their Resident's homeowner's / renter's insurance policy.

#### **15. DELIVERIES**

Deliveries are the sole responsibility of the Resident. Resident will be held responsible for any damage to the Unit or Premises as a result of the delivery.

#### **16. DISPOSAL OF TRASH AND RECYCLING**

Proper disposal of trash is necessary for the cleanliness of the community and the elimination of fire hazards, etc. It is important that all Residents cooperate by using plastic bags when they dispose of trash to prevent and eliminate any problems with pests, etc. Residents should place trash in tied plastic bags

and then place trash in the dumpster. Trash containers are located in various areas of the community and are for household trash only. No trash or garbage accumulation is allowed in or around the Unit. It is the sole responsibility of the Residents in the Unit to properly dispose of these items.

Management, Maintenance, the Homeowner's Association, and the City Health Department will inspect the Unit and Premises and may do so at any time. If Management, Maintenance, Homeowner's Association or the City Health Department has to remove trash at any time, the total cost will be charged back to the Residents and assessed fines of \$50 per occurrence. Trash found outside of a Unit also carries a \$50 per occurrence charge to the Residents in the Unit. This includes any bottles, cans, bags, boxes, etc. Cigarette butts should be disposed of properly. Any cigarette butts found in the Residents yard area carries a charge of \$1.00 per cigarette removed or \$50 per occurrence.

Large cartons and boxes must be cut up and deposited directly in any of the dumpsters. Additional fines and charges may also be charged by the Homeowner's Association and the City Health Department. The Homeowner's Association also provides recycling trash containers for paper, plastic, bottles, cans, etc. Residents are encouraged to recycle as much as possible.

Residents shall not cause any unsanitary conditions in the Unit or the Premises. Residents need to keep the Unit and Premises in a safe, clean, sanitary, and good appearance condition at all times. Residents shall properly dispose of all trash, garbage, and other waste in the proper trash containers. Any fines issued by the Homeowners Association, City of Kent Health Department, or any other to the Residents due to Residents' action, shall become the Residents' responsibility. Should Residents fail to pay the fine, Landlord will pay the fine at the Residents' expense plus a \$50 service fee. This expense becomes immediately payable as additional Rent. If not paid, charges will be deducted from each Resident's Security Deposit.

## **17. CONSERVATION / TIPS / LED LIGHT BULBS**

As members of the campus and the student housing community, we all have an obligation to conserve resources such as energy and water. Conservation will also help minimize increases in rent costs due to utility usage, so keep the following tips in mind throughout your student housing experience. Additionally, don't forget that recycling is available at designated locations.

### **Conservation**

- \*Turn off all lights when you leave a room.
- \*Do not run water longer than necessary.
- \*Turn off all appliances when not in use.
- \*Report leaks, drips, running toilet issues, and nonfunctioning windows immediately.
- \*In the winter, leave the thermostat at 72 degrees or less and lower the thermostat to 65 degrees at night. Close the blinds in the evening and open them in the morning to admit sunlight and warmth through the windows. **Do not run furnace 24/7.**
- \*In the summer, leave the thermostat at 75 degrees or higher. Close the blinds in the morning to reduce heat from the sunlight and open the blinds in the evening. **Do not run the AC 24/7.**
- \*If you leave your Unit for more than three days, set the thermostat to 80 degrees in the summer and 65 degrees in the winter.
- \***Close all windows and doors** when the heat or air conditioning systems are in use.
- \*Schedule your loads of laundry and dishes to allow you to run the washing machine and dishwasher with full loads every time.
- \*Do not block air vents with furniture or other items.

## **Additional Energy Conservation Tips**

### **1. Refrigerators**

- a. Organize your food on the shelves for easy access.
- b. Before storing leftovers allow them to cool, that way your refrigerator or freezer will not have to work to cool them off.
- c. Refrigerators and freezers operate more efficiently when they are full, but overloading will prevent cold air from circulating properly.
- d. Open refrigerator door only long enough to get the food items you need.

### **2. Dishwasher**

- a. Only wash full loads and use the energy-saver setting.
- b. Allow dishes to air dry.
- c. If you wash dishes by hand, fill the sink with water instead of letting the water run, and rinse with cold water.

### **3. Stove**

- a. Defrost food first in the microwave and cover pots to shorten cooking time.
- b. Keep your oven and range free of grease and baked-on residue.

### **4. Laundry**

- a. Wash full loads and use cold water instead of hot
- b. Dry full loads and clean lint filter after each load.
- c. Most materials only need a 10 -15 minute wash cycle to get them clean, over washing and over drying will wear out your clothes faster.

### **5. Water.**

- a. Turn the water off when you're not using it – such as when lathering your hands with soap, brushing your teeth and scrubbing dishes.
- b. Decrease your showering time to about 5 minutes.

### **6. Lights and Other Appliances**

- a. Replace your incandescent light bulbs with compact fluorescent lights (CFLs) or LED light bulbs as they use 75%-90% less energy and last up to 10 times longer.
- b. Turn off lights when you leave a room.
- c. Unplugging or turning off appliances when you're not using them can save a significant amount of energy.

### **7. HVAC**

- a. Thermostat should never be turned up high to heat a home in a hurry (it will not heat your home any faster).
- b. Use fans and open windows to create a cross-draft instead of using your central air-conditioning.
- c. Keep your vents free from obstructions.

## **LED Light Bulbs**

The unit and premises shall be supplied with LED energy efficient light bulbs at the time of occupancy. LED energy efficient light bulbs save approximately 90% and last approx. 10 years (10x) compared to standard light bulbs. Residents are responsible for furnishing replacement LED light bulbs thereafter and



shall have replacements upon vacating at the end of the Lease Term. Landlord as a courtesy will leave some additional LED light bulbs in the Unit's 2<sup>nd</sup> floor hallway closet for the Residents to use for replacements.

#### **18. FIRE ALARMS-SMOKE DETECTORS / CARBON MONOXIDE DETECTORS / FIRE EXTINGUISHERS**

Each Unit has at least one or more battery operated fire alarms / smoke detectors and one fire extinguisher. It is the Resident's responsibility to check smoke detectors and carbon monoxide detectors on a daily or frequent basis and report any malfunctions to Landlord. Replacement of the smoke detectors batteries and carbon monoxide detectors batteries is the sole responsibility of the Residents at Resident's expense. Residents shall not disable, disconnect, alter, or remove any property, smoke or carbon monoxide detectors, or fire extinguishers. The fire alarms-smoke detectors need to be tested regularly by the Residents. If the alarm does not sound, contact Management immediately. If there is a beeping noise, this means the batteries are running low. Do not disengage or tamper with the fire alarms-smoke detectors or fire extinguishers for any reason. This is for the safety of all Residents in the Unit and surrounding buildings. Any Resident found in violation will be subject to eviction in addition to criminal and judicial action. Residents are responsible for replacing the batteries. Residents can also contact Management, as Management will replace the batteries free of charge.

#### **19. FIRE EMERGENCY PROCEDURES / TIPS**

If a fire occurs close to or within your Unit, it will most likely be necessary for you to seek safety as soon as possible. Therefore, it is extremely important that you, as the Resident, become well acquainted with the emergency procedures in the event of a fire.

##### *IN THE EVENT OF FIRE:*

- a. Evacuate your Unit immediately. Crawl low in smoke as smoke rises; fresh air will be near the floor.
- b. As you exit your Unit, close the door to your room or any other room where the fire is located. This will contain the fire.
- c. If appropriate, use the fire extinguisher that is located within your Unit, but only in the event it is safe for you to do so.
- d. Proceed to the exterior of the building.

##### *IF THE FIRE IS NOT IN YOUR BEDROOM BUT IN YOUR UNIT:*

- a. If alerted to a fire, proceed to your room door and crouch down;
- b. Feel the door, if it is hot DO NOT OPEN THE DOOR. If the door is not hot, proceed to the door leading to the exterior of the Unit;
- c. If you are unable to leave your room or your Unit for any reason, proceed to a window. Open for fresh air and call the Fire Department by dialing 911. You should advise the Fire Department of the fire and the Unit in which you live. A towel may be placed at the bottom of your door to further help block the smoke from entering the Unit. You should stay by the window (fresh air) and wait Fire Department instructions.
- d. Remember to remain calm. Walk, do not run. If you believe there is a fire or smoke, call 911.

Any other questions can be directed to the local fire department.

## **20. FIRE PREVENTION**

\*Residents are NOT permitted to use or bring into any Unit any of the following items or devices: space heaters, live cut Christmas trees, store bought fireplaces, freezers, grills, firecrackers, candles, flammables, or any other type of device or item which could in any way create a fire hazard.

\*Multiple electric outlet plugs are not permitted, but surge protected power strips with circuit breakers are permitted. Only use power strips with a UL seal and that are not frayed or worn. All extension cords must be of the grounded, three-prong type and be UL approved. Do not overload outlets or circuits.

\*Do not use any type of halogen bulbs or lamps or any type of lamps that uses a halogen bulb, 101 watts or more is likewise prohibited.

\*No electrical, cable, or telephone wiring may be installed within the Unit. Limit the number of appliances that are plugged in or in use at one time. Connecting three or more stringed lights is prohibited.

\*Monitor stove / microwave at all times while cooking and monitor grease when cooking.

\*Do not smoke or allow others to smoke in your room or anywhere in the Unit. If smoking outside never extinguish a lighted tobacco product into the mulch areas and never dispose of ashes at or around patios, shrubs or in a garbage can.

\*Do not tamper with smoke detectors, fire extinguishers, sprinklers, or other life safety equipment.

\*Do not leave Unit when the dryer is running.

\*Do not leave irons, rollers, hair dryers, etc. unattended and immediately unplug when not in use.

## **21. EXTERMINATING AND PEST CONTROL**

The cleanliness of the Unit inside and out and the surrounding Premises in the community is essential to avoid pest problems. Management suggests prompt disposal of all brown paper grocery bags and cardboard boxes as both frequently contain insect nests. The Unit's entrance exterior doors must be closed at all times unless the Unit has a storm door or screen door. The Unit's windows have screens and the screens must remain with the window. Residents are responsible for cleaning up all spills and garbage. In the event of any insect, bee, or rodent problem, Residents are to contact Management and notify if have a pest problem. A professional extermination company treats the units and buildings and will be contacted to schedule an appointment and / or treatment.

Landlord shall provide pest control as needed. Residents agree to immediately report any pest issues to Landlord for necessary remediation and Residents shall provide Landlord and pest control company agent access. It is the responsibility of the Residents to keep the Unit and Premises clean. If Residents consistently live in an unsanitary environment, Residents acknowledge and accept that the Landlord is limited in its ability to address any pest situations, and Residents waive their rights to hold Landlord responsible for continual issues. When moving into the Unit, Residents agree to inspect the Bedrooms, Unit, and Premises for pests including but not limited to mice, fleas, bedbugs, roaches, or other bugs to the best of their ability. After move in inspection and after Residents have returned the move in inspection form, or if Residents have not made any mention of the pests in writing, Residents will be responsible for the costs incurred by Landlord to remedy the pest condition. This expense becomes immediately payable as additional Rent. If not paid, charges will be deducted from each Resident's Security Deposit. Bedbugs originate in any furniture, furnishings, bedding, and clothing of personal property. For additional information regarding rights and responsibilities of pest control, Residents can refer to the Ohio Landlord Resident Law – Ohio Revised Code Section 5321.05.

## 22. MOLD / MILDEW PREVENTION

Leaks and moisture that is allowed to accumulate on surfaces, inside walls or above ceilings can encourage mold / mildew growth. Properly utilizing your air conditioner and exhaust fans is the best way to control moisture accumulation. **Prolonged moisture can result from a wide variety of sources:**

- Rainwater leaking from roofs, around (open) windows, and (open) doors;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator, AC drip pans or clogged condensation lines;
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grout/caulk 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

### **Residents are responsible to:**

- Provide appropriate climate control;
- Keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit;
- Clean and dust the Unit regularly and remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible;
- Not block or cover any of the heating, ventilation or air-conditioning ducts in the Unit;
- Leave the bathroom door open to allow moisture to escape and hang up wet floor mats and towels so they can dry;
- Report any leaks in washing machine hoses, discharge lines, or other to Management. Time is typically of the essence when dealing with any type of leaks.

Humidity that is trapped in your Unit may encourage mold growth. You may want to periodically open 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 safety and precautionary measures.

Residents shall immediately report any of the following to Management: (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 or air conditioning system in the apartment; and (4) any inoperable doors or windows.

If small areas of mold have already occurred on non-porous surfaces (e.g., ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that

you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Tilex Mildew Remover, or Clorox Cleanup. Note: only a few of the common household cleaners will actually kill mold. Be sure to follow the instructions on the container. Never mix ammonia with bleach.

Always treat an area five or six times larger than any visible mold because mold may be adjacent in small quantities that are not yet visible to the naked eye. A vacuum cleaner with a HEPA filter can be used to help remove non-visible mold products from porous items such as fibers in sofas, chairs, drapes and carpets - provided the fibers are completely dry. Washing and dry cleaning will remove mold from clothes. Do not clean or apply biocides to: (1) visible mold on non-porous surfaces. Instead, notify us in writing, and we will investigate and take appropriate action for you. If Resident and Co-tenants fail to comply with the above guidelines, Resident and Co-tenants can be held responsible for property damage to the apartment and any health problems that may result.

By virtue of your living in the Unit, you are in the best position to detect the presence of any leaks, mold or mildew growth, or the accumulation of any water in your apartment. Management relies upon your prompt notification of these problems so it may take action. Additionally, you shall take the above measures and any other common sense measures to prevent the accumulation of water until we are able to assess and correct the problem areas.

### **23. PLUMBING / LAVATORIES**

Lavatories, sinks, toilets, tubs, showers and all water and plumbing fixtures shall be used only for the purpose for which they are constructed. Sweepings, trash, rags, cat litter, contact lenses, feminine products, and other substances shall not be thrown in any plumbing fixtures. Any damage to such fixtures plus the cost of cleaning and / or repairing all plumbing resulting from misuse will be charged back to you. A plunger is an important tool to have available in the event you have a clogged toilet.

### **24. GARBAGE DISPOSAL**

The following includes instructions regarding how to operate your garbage disposal:

- Run cold water through garbage disposal and keep water running throughout the use of the disposal
- Turn on disposal
- Gradually put food into garbage disposal
- Do NOT put large pieces of food into garbage disposal. Remember, it has to fit into a very small hole at the base of the unit, about the size of a nickel
- Do NOT put hard object such as chicken bones, steak bones, etc.
- Do NOT put bottle caps, glass, foil, rags, cigarettes, string, paper, or grease down garbage disposal.
- Do NOT put rice, pasta, egg shells, or anything fibrous, (i.e. celery, artichokes, corn husks, potato peelings, carrots peelings) into the garbage disposal. These items stick to the side of the garbage disposal causing it to become clogged.

***This will build up and cause clogging. Placing non-food materials in disposal can lead to damage and / or failure. Resident caused damage will result in charges for repair or replacement.***

- Allow garbage disposal to run 10 seconds after food clears and then turn off garbage disposal.
- Continue running water for 15 seconds more. This allows food to flush through. Turn off water.

**Additional suggestions regarding garbage disposal use:**

- Hot water running through the garbage disposal works well with greasy food scraps.
- Ice running through the garbage disposal helps clean the disposal.
- Lemons put into the disposal will also help the garbage disposal smell better.
- Sprinkle half cup of baking soda into the disposal followed by a cup of white or apple cider vinegar. Let the mixture bubble up for 5-10 minutes, then turn on disposal and run water to distribute mixture.
- Run the garbage disposal a few minutes before running the dishwasher since the dishwasher drains through the garbage disposal.
- Keep the cover in the stopper position when not in use (this will prevent foreign material from accidentally dropping into the disposal unit). If the garbage disposal stops working, press the reset button under the garbage disposal unit (located under the sink) and turn the switch on. If the disposal still does not operate, contact management office and we will send someone out to repair the unit. Rinsing dishes before loading helps prevent the garbage disposal and drain from clogging. It is highly recommended to scrape off all food scraps in the trash – not the disposal. The garbage disposal is not a trash compactor and should NOT be treated as such.

**25. DISHWASHER**

Rinsing dishes before loading helps prevent the garbage disposal and drain from clogging – and – helps the dishwasher run efficiently. Think of the dishwasher as a disinfectant after hand washing dishes and other. Use good quality soap and rinse aid. Cheap inexpensive soaps cause buildups of soap scum causing soap door not to open and close properly. Use a high quality pod, such as Cascade. A good rule of thumb is to run the garbage disposal before starting the dishwasher to ensure that the lines are clean and free of any food debris.

**26. CARE AND CLEANING OF WASHER / DRYER**

When using the washer, leave the lid open after washing to allow moisture to evaporate. This will prevent mold and mildew build up. The wash basket is practically carefree. To clean the basket, use a clean soft cloth dampened with liquid detergent, then rinse (do not use harsh or gritty cleaners). To rinse, choose the largest load size, turn the cycle knob to any rinse setting and start the washer. Do not overload the washer. Overloading the washer or allowing the washer to become unbalanced can cause damage to the washer which the Residents will be responsible for any such damage.

The lint filter in the dryer should be cleaned before each use. This helps the dryer operate efficiently. Lint must also be removed from in and around the dryer (check behind the machine) to reduce fire hazards. Immediately wipe any spills or washing compounds on the washer and dryer. Wipe with damp cloth. Do not hit the surfaces with sharp objects. Dryer control panel and finishes may be damaged by some laundry pretreatment soil and stain remover products if such products are sprayed on or have

direct contact with the dryer. Damages to the dryer from pretreatment products may result in charges to Resident and Co-tenants.

## **27. KITCHEN AND BATHROOM FINISHES / COUNTERTOPS / CABINETS / OTHER**

Residents are responsible for cleaning and maintaining the bathroom, shower, tub, sink, wall and floor finishes in a sanitary condition to prevent the formation of mold and mildew. Residents should only use mild cleaners on these finishes, and not use any abrasive products on the tubs as they may damage the finish on the glazed bathtubs. All damages due to Resident misuse are chargeable to the Resident.

Countertops may burn by contact with hot pots, irons, pans or other. Countertops may also be damaged beyond repair if the countertops are used as cutting boards. Residents should use a cutting board in the kitchen to avoid burns and scratches to the countertops. Residents should also be very careful when using irons, rollers, hair dryers, etc. and immediately unplug when not in use. Residents will be responsible for the replacement cost of all countertops if damaged during their occupancy.

Residents are prohibited from lining their kitchen cabinets and bathroom vanities with any paper or plastic liner that requires adhesive or glue. In addition, Residents are not permitted to attach any product or device that requires screws or adhesive to any part of the kitchen cabinetry and bathroom vanity. Residents will be responsible for the replacement cost of all cabinets and vanities damaged during their occupancy.

## **28. ALTERATIONS AND IMPROVEMENTS / HANGING PICTURES / OTHER**

Residents shall not make any alterations or improvements to the Bedroom or Unit or do any painting or redecorating without the expressed written consent of Landlord. Residents are not permitted to hang wallpaper in any room of the Unit. No holes or stickers are allowed inside or outside the Unit. Tape should never be used on the walls, doors, floors, or windows. "Command Hooks" are recommended for picture hanging and other as does not leave sticky residue or damage when removing. If any damage, Residents must repair by the end of the tenancy.

Residents are only permitted one exception to make small nail / screw holes (reasonable in quantity) to mount TV on the Unit walls; however, Residents will be required to repair all holes in a workmanlike manner prior to vacating the premises. If the holes are not filled or repaired properly, the cost to repair these holes and painting will be assessed to the Residents. If the Residents disregard this rule, Residents will be responsible for paying all costs associated with returning the walls to its original condition. See *Security Deposit Deductions*.

## **29. OUTDOOR PATIOS AND BALCONIES**

The outdoor concrete patio is a great addition to the townhome living space. The patio is meant for enjoyment and a place to hang out and relax with roommates, friends, and family. The balconies, on the other hand, were designed for cosmetic "curb appeal" purposes only. Residents are not to climb out window and walk on the balconies or roofs for any reason.

Residents must keep all outdoor patios and balconies in the Unit areas clean and uncluttered. Residents are not permitted to change the structure or appearance of any patio or balcony, but may decorate with flowers, flowering pots, or similar decorative items. Residents are not permitted to use patios or

balconies for storage purposes and cannot fence in, wire in, or otherwise enclose the patios or balconies. Any furniture on the outdoor concrete patios must be designed solely for outdoor use.

### **30. FURNACE / AIR CONDITIONING**

Each Unit has a gas furnace and an electric central air conditioning ("AC"). To operate thermostat, set the desired temperature, set to heat or cool mode, and then set fan mode and leave on auto. This allows the Residents to control and to run outdoor electric AC (cooling) or indoor gas furnace (heating) to achieve the desired temperature. Disregard the filter indicator notification that flashes every 30 days on some thermostats that remind to change filter. Management uses 90 day filters that we change regularly every 3 months. Most thermostats are battery operated. When the battery runs dead, this will affect the furnace and AC operation and the thermostat will need a new battery replacement.

We recommend to never set the thermostat below 68 degrees (summer) or above 72 degrees (winter). The ideal temperature setting is between 70-72 degrees, with the minimum to maximum range being from 65 to 75 degrees. **PLEASE be aware that setting your thermostat to further temperature extremes (such as 60 or 80) may cause damage to your Gas Furnace or AC unit.**

During winter months, especially when possibly all Residents leave for a Holiday break and / or vacation for an extended period of time, **Residents are to NEVER turn the thermostat for heat off or below 65 degrees. Turning the thermostat off or lower than 65 degrees could cause the plumbing pipes to freeze and burst.** This occurrence is considered Resident misuse and is chargeable to the Resident(s) at the labor cost and parts / materials to repair.

If you do not understand how to use or set the programmable thermostat, or if at any time you find that your thermostat is malfunctioning or for more detailed operating instructions, contact Management. If the furnace or air conditioning in the Unit is not working, you should submit Maintenance Request by email. If is a maintenance emergency, you should call Emergency Maintenance number at 330-523-0414 to schedule a Maintenance Service Request.

For properties that the Residents pay the utilities, if at any time the furnace stops working, Residents need to make certain that the gas company was contacted to start service or that the gas bill has been paid. If the gas bill is current and the gas company has turned gas service on, Residents should contact Management to schedule a Maintenance Service Request.

### **31. NON-SMOKING POLICY**

Smoking of any kind is prohibited in all areas inside the Unit. Smoking will be tolerated outside the Unit as long ALL Residents living in the Unit are in 100% agreement. If any Resident or guest smokes outside the Unit, Resident must pick up and dispose of all cigarette butts in a safe and proper manner. If Management, any owner, or agent of the Homeowner's Association has to pick up cigarette butts, Management will charge \$1.00 per cigarette butt picked up or charge \$50 per occurrence directly to the Residents in the Unit where the cigarette butts were found.

### **32. PETS AND PET POLICY**

Residents shall not have pets of any kind in the Unit or on the Premises, including visiting pets. Any pets found in the Unit or on the Premises shall be grounds for Landlord and Community fines, possible termination of the Lease Agreement and eviction by Landlord, and the forfeit of any remaining Rent and

Security Deposit. Resident shall remain liable for the Rent due for the Lease Term. Resident is responsible for any and all damages caused by any animals of any kind that Resident, Co-tenants, friends, or anyone else, brings into the Unit or onto the Premises.

Should any pet or animal be found in the Unit, ALL Residents in the Unit and the Unit as an entirety shall be assessed a Pet Animal Violation Fee of \$250 and shall be given ten (10) days to remove the animal from the Unit and / or Premises. If within ten (10) days the animal is not removed, there will be an additional \$50 per day Pet Animal Violation Fee which will be assessed to all Resident accounts until the animal is removed from the Premises. Residents agree to pay to Landlord a Pet Animal Violation Fee for each and every violation of this Section 10, which fee shall be considered additional Rent. If not paid, charges will be deducted from each Resident's Security Deposit.

At the minimum, in the event of witnessing the presence of a pet or animal, Security Deposit(s) will be forfeited and Residents will be charged for additional defleaing, deodorizing, shampooing, and sealing floors. Residents may also be charged with the replacement of the carpeting and padding in the Resident's Bedroom, stairs, hallway, and living room. If the pet is not removed immediately, or if a second violation is observed, a 7-day notice of non-compliance will be imposed against the Residents and / or at our option, we may declare the Residents in violation of the Lease Agreement and seek such remedies that are available to us there under, including eviction.

Under special circumstances, the Landlord may accept Residents and permit pets. There will be a non-refundable \$250 pet deposit fee and additional rent "pet rent" paid in advance. One exception is medical required animals, which are permitted only upon submittal of a signed and notarized statement, on our form, from Resident's personal medical doctor. If the Unit is Pet Friendly and all Residents in the Unit are in agreement and want to bring a pet, then the Pet / Assistance Animal Fee is a one-time nonrefundable fee of \$250 and is due by August 1 of the Lease Term. For pets or assistant animals allowed, Landlord requires Resident and all Co-tenants in the Unit to execute a separate Pet / Assistance Animal Agreement in a form determined by Landlord.

### **ADDITIONAL PET POLICY INFO**

At communities that accept pets, approved animals include dogs, cats and fish. ALL OTHER PETS ARE PROHIBITED. You must adhere to all breed restrictions, and general policies contained in the Pet / Assistance Animal Agreement and this Handbook which also includes providing a copy of your most recent vet record. You must obtain written consent of all roommates prior to acquiring an animal.

If you renew your lease, you must obtain written consent from all roommates in the Unit assigned to you for the following lease term. If your roommates do not approve, you must either move to a different Unit (if available), rent an entire Unit (if available), or remove the animal from your townhome Unit. If you acquire another animal or a different animal while you are a resident of the community you agree to immediately notify us, pay all associated animal fees and animal rent and complete a new Animal Amendment.

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

- Pay a non-refundable \$250 pet deposit fee.
- If required by the Lease Agreement, you will also pay a monthly animal fee (if applicable).
- All animals must wear an identification tag.
- Fish tanks (containing fish only) are limited to 20 gallons.



- Exotic animals are not allowed.
- All animals must be registered and inoculated in accordance with all local and state laws.
- Animals must be kept on a leash and under your supervision when outside the Unit.
- Animals must be walked in designated pet areas only and must dispose of waste in a sanitary manner.
- Dispose of waste or cat litter in proper sealed bags. If you do not dispose of waste properly, a \$25.00 fee per incident will be charged.
- Animals 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 animal, including all costs of litigation and attorney's fees resulting from such injury.
- Animals 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 animal. If needed, the cost of carpet and / or any flooring replacement will be charged to you. If an animal is disturbing other residents in the Unit or Community, or animal, or if animal damages property, you will permanently remove the animal from the Unit and Community within ten (10) days upon our request.
- Animals must comply with our breed restrictions. You should contact Management for restrictions.
- You shall not exceed the number of allowable animals per Unit as set out in any Lease Amendment.
- Periodic inspections may be made to determine the condition of your Unit, with regards to your animal.
- In the event you voluntarily remove your animal or in case of death, you may not replace the animal without our consent.
- The only animals allowed are the animals listed in the approved Pet / Assistance Animal Agreement.
- You are allowed to keep the animals listed in the Pet / Assistance Animal Agreement only during your current Lease term.
- If an animal is permitted, you agree to pay a nonrefundable fee upon signing the Pet / Assistance Animal Agreement. This fee does not cover damages, will not be applied toward any damages, and is nonrefundable. Any charges associated with having an animal, will be charged to the Resident(s).

### **33. RESIDENT CONDUCT / RESPECT**

Living in a townhome community in the college environment is a unique experience, which can provide many benefits and opportunities. We take pride in creating an atmosphere of mutual respect and consideration for others that is both flexible for everyone but sensitive to the needs of others. We welcome students / tenants who can handle responsible freedom. This means people who expect and deserve the rights and privileges of adulthood must also accept the responsibilities and obligations that these rights and privileges carry with them. We celebrate the dignity of ALL people and recognize that our community is comprised of persons who represent diversity at many levels...diversity of thought, belief, race, ethnicity, culture, and sexual orientation. In our community, there is no place for hateful behavior. It must be understood that when many people live in a close proximity in a residential community like ours, it is essential that rights and responsibilities of each person be respected. Nearly everyone must adapt his or her lifestyle to some degree in consideration of other individuals or groups.

### **34. RESIDENT CONDUCT / NOISE DISTURBANCES**

Community living requires each Resident to be considerate of his / her neighbors. Radios, televisions and stereos should be played at a comfortable listening level at all times so that neighboring Residents are not disturbed. Management will take immediate steps to stop any objectionable disturbance. Please respect your neighbors' right to privacy and quiet enjoyment. Additionally, the City of Akron and the City of Kent have specific City Noise Ordinances. There can be no loud sounds, noises, etc. during the hours

of 9:00 pm and 8:00 am of the following day. Loud noises, sounds are further defined as disturbing noise on private property that is audible past the property line of the property.

Possession and consumption of alcoholic beverages must be in full compliance with local, state, and federal laws and regulations. Conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances and is expressly prohibited. Be advised that repeated complaints of noise and disturbances are in direct violation of the Lease Agreement. Residents may not make or allow their guests to make any noises that will disturb others. Residents are responsible for insuring that their guests or other occupants do not make disturbing noises. One tip for avoiding noise complaints: Avoid putting stereo speakers directly on the floor or against a wall. Try putting them on foam rubber pads or on speaker stands, and keep the bass very low or off. Many noise complaints originate simply because the bass is vibrating into another resident's Unit, not because the actual volume is too high.

After the 1<sup>st</sup> Complaint, Management will issue a written warning. After the 2<sup>nd</sup> Complaint, Management will then impose a \$100 fine. The fine will be due and payable on delivery of the second notice and/or, at our option, we may declare the Resident(s) in violation of the Lease Agreement and seek such remedies that are available to us. Additionally, if Management and / or the Homeowner's Association is fined as a result of a violation of current or future noise disturbance ordinances levied by the local police department or health department, these fines will also be passed on to the appropriate Residents that were deemed to be the cause of the noise disturbance and resulting fines. If one of your neighbors is not adhering to this regulation, contact Management.

### **35. USE / GUESTS AND GUEST CONDUCT**

Residents agree that the leased Unit and Premises are to be occupied for Residential purposes only and only by the Residents signing the Lease Agreement. Residents shall not permit the Unit or any part thereof be used for (1) The conduct of any offensive, noisy, or dangerous activity; (2) The creation or maintenance of a public nuisance; (3) Anything which is against the law or rules and regulations of any public authority at any time applicable to the Unit which includes the use or sale of any illegal drugs and the possession of any weapons, firearms, or dangerous instruments; or (4) Any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of any other Residents.

Residents are welcome to host and entertain guests in the Units assuming that guest behavior is in accordance with all applicable local, state, and governmental laws and regulations. Guests are not permitted to stay overnight for longer than an occasional overnight basis. Only the Residents named on the Lease Agreement are allowed to occupy the Unit. Residents will be held responsible for the conduct of their guest(s), including payment for any damages caused by their behavior. If the behavior of a Resident's guest becomes a disturbance and nuisance to the community or neighbors in the sole judgment of the Management, it may ban any non-resident from the property and / or terminate the Resident's Lease Agreement. In this case, the balance of the Rent will be **immediately due and payable**.

Except as otherwise required by applicable laws, occupation of Resident's Bedroom shall be restricted to Resident exclusively, except an occasional overnight or weekend guest. Only the Residents named on the Lease Agreement are allowed to occupy the Unit. Residents are welcome to host and entertain guests in the Unit assuming the guest behavior is in accordance with all applicable local, state, and governmental laws and regulations including the City of Kent, Kent State University, City of Akron, and the University of Akron. The occupancy of the Unit and Premises by an unauthorized guest in excess of seven (7) days during the Lease Term shall be deemed a breach of this Lease, and Landlord shall be

entitled to recover from Resident and guest (whose liability shall be joint and several) the \$500 Unauthorized Guest Fee, which shall be in addition to any other amounts owing to Landlord by Resident pursuant to this Lease. Resident(s) will be held responsible for the conduct of their guest(s), including payment for any damages caused by their behavior. If the behavior of Resident's guest becomes a disturbance and nuisance to the other Residents, community or neighbors, in Landlord's sole judgment, may ban any non-Resident from the property and terminate the Resident's Lease Agreement. In this case, the balance of the Rent will be immediately due and payable.

### **36. HEALTH AND SAFETY INSPECTIONS**

Management and City Health Department will conduct Health and Safety Inspections in every Unit throughout the lease year. These inspections are to assess the condition of each Unit and the Premises at the time of inspection, address any concerns related to the cleanliness and condition of the Unit and Premises, and to address any repairs and / or safety hazards in the Unit and Premises.

### **37. DRESS CODE**

Residents and their guests are required to wear proper attire including shirts and shoes while walking through common areas of the property. Bathing suits are not permitted to be worn in the common areas in the complex. Bathing suits are permitted to be worn on the back patio of your Unit within the privacy fences. Use common sense, dress appropriately, don't be a public nuisance or do anything which is against the law or rules and regulations of any public authority at any time, and be respectful of yourself and others.

### **38. LEASED PREMISES**

The Lease Agreement entitles each Resident to exclusively occupy one bedroom (the "Bedroom") in a designated 2 bedroom, 3 bedroom, 4 bedroom, 5 bedroom townhome Unit and together with the other Co-tenants of the Unit, the Resident has the joint right to use the "Common Areas" of the Unit and Premises, which are comprised of those areas within the Unit to which the Resident has access without going into another Resident's bedroom, including the living room, kitchen, bathrooms, laundry room, patio, and other areas within the Unit known as "Common Areas". In addition, the Resident along with the Co-tenants has the right to the non-exclusive use of the "Common Areas" in the Homeowner's Association grounds to which all Residents in the Community have general access.

### **39. LEASE TERMS**

The Lease Term begins on the Starting Date and ends on the Ending Date pursuant to the Resident's Lease Agreement. The Lease Term coincides with the University's Fall Semester and Spring Semester Terms (Academic Year). For no additional charge, the Lease Term can be automatically extended to include the June and July summer months to end August 1. The Starting Date may be changed by Management to coincide with the start of the Fall School Semester Term. The typical lease term is approximately 11.5 months of occupancy which coincides with the university's academic calendar. The Resident is charged a total rent amount for the contracted occupancy period. The Lease Agreement will reflect the total rent amount typically divided into 1, 2, 4, or 12 equal installments due August 1 - July 1. These installments do not represent a monthly rent amount and are not prorated but rather the total base rent due for the lease term divided by the number of installments. The Rent Payment Option of 12 equal installments is offered for convenience only as a courtesy to spread out payments.

The Lease does not automatically renew on any basis or for any reason. Under the terms of the Lease, all Residents are required to give notification of Lease Renewal on or before December 1st (of the Resident's Lease Term). If notification is not given to us by December 1st, it will be assumed that the Resident will be moving out on or before the Lease Ending Date and the Unit may be re-rented before the vacation break or when school starts back up after the holiday break without notice. If the Residents do not renew their Lease Agreement within the time frame prescribed by us, the Resident's Bedroom and / or Unit may be leased to another person or group upon expiration of the Lease, without notice. The Resident is liable under the terms of the Lease Agreement for the full Lease Term and will not be released from their liability under the Lease due to school withdrawal or transfer, change in "student" status, job or business transfer, loss of job, marriage, divorce, loss of any Residents in the Unit, bad health, even an "Act of God", or for any other reason, except for involuntary military service.

Residents may not occupy the Bedroom or Unit until the Application, Lease Agreement, Lease Guaranty, and any other required documents have been completely executed and delivered to us. Prior to Resident taking possession of the Unit, Resident shall have paid all Rents and any other amounts due unless otherwise approved by Landlord. If Management determines, in our sole discretion, that the Bedroom is not available for occupancy by the Starting Date of the Lease Term, the Resident will be excused from paying Rent under the Lease for that period of time from the Starting Date of the Lease Term until a Bedroom is available for occupancy. Under no circumstances, will Management be liable to the Resident for any damages, of any kind, caused by or related to the failure of the Resident's Bedroom not being ready for occupancy on the Starting Date of the Lease Term or at any time thereafter.

#### **40. ASSIGNMENT AND SUBLETTING**

The Lease Agreement permits the Resident, and only the Resident, to live in the designated Bedroom and to use the Common Areas of the Unit. Residents must occupy the Unit as a private residence and for no other purposes. Resident shall not assign the Lease or sublet any portion of the Bedroom or Unit to another person, without the prior written consent of Landlord. Resident may be able to assign Resident rights to another person only if Landlord gives written consent, but consent is at Landlord's sole discretion. Any assignment or subletting without the prior written consent of Landlord shall be void. Any violation may result in the immediate eviction, termination of Lease, and / or possible legal action. Landlord's consent to any such assignment of the Lease or subletting shall not be deemed consent by Landlord to any subsequent assignment or subletting. Landlord has the right to assign his interest at any time.

Landlord is not responsible for finding a person whom Resident can assign the Lease and Landlord is not obligated to assist Resident in finding a replacement tenant "Assignee" or to fill Resident's Bedroom before filling other Bedrooms in the Community. It is the Resident's sole responsibility to find a person to whom can assign the Lease Agreement. Even if Resident assigns the Lease Agreement, Resident will still be liable for all of the obligations under the Lease Agreement, unless Landlord specifically agrees to release Resident from Lease and terminate the Lease Agreement. A \$250 assignment fee or lease termination fee must be paid prior to the assignment and the new Resident must take possession of the Bedroom before the Assignment of Lease Agreement will be considered complete.

#### **41. ASSIGNMENT OF LEASE AGREEMENT / TERMINATION OF LEASE AGREEMENT**

Management does realize that circumstances may require a Resident to move before the end of the Lease Term. However, Management will not assign the Lease Agreement or permit an early termination of any Lease Agreement under any circumstances unless the Bedroom is re-rented to another tenant.

The Resident must notify Management, in writing, of the desire to assign the Lease Agreement or terminate the Lease Agreement early. The Resident understands it is their exclusive responsibility to find a qualified tenant.

At that time, if the Resident requests Management assistance, Management will then advertise your Bedroom as available for rent, and will help attempt to find a new tenant after filling other bedrooms in the Community. Management highly encourages you make a dedicated effort to find a replacement tenant. Management is not responsible and is not obligated to assist you in finding a qualified replacement tenant to fill your Bedroom before filling any other open Bedrooms in the Community.

If and when a new tenant is located and a new Lease Agreement is signed for the Bedroom and the Unit, Management will consent to assign the Lease Agreement or terminate the Lease Agreement upon paying an additional administrative fee in the amount of \$250. If a new tenant is located by means of an independent real estate broker or any other means, you may also be billed \$500 brokerage / finder's fees paid by Management. Finder Fees are typically equal to the cost of one month's rent. Until the Bedroom in the Unit has been assigned or re-rented to another tenant, you will continue to be responsible for paying your rent under the terms of the Lease Agreement until its expiration date.

#### **42. RELOCATION**

It is understood that the Unit contains other Bedrooms in which other Residents may reside. Management has the right, when any Bedroom within the Unit is unoccupied, to place a new Resident in the unoccupied Bedroom. The fact that one Resident and another Resident in the Unit may be in conflict with each other will not be grounds to terminate the Lease Agreement. For purposes of operating efficiency, we reserve the right, in our sole discretion, upon written notice, to relocate any Resident to another Bedroom or Unit in the Community. In the event of an emergency, as determined by us, we may relocate any Resident upon less than five (5) days notice. If a Resident requests to be relocated and we are able to accommodate the request, a \$150 Relocation Fee must be paid in advance of any relocation (depends on the amount and costs of Commercial Cleaning needed / other) or be deducted from the Resident's Security Deposit. Our consent to one or more relocations will not be a waiver of any rights or consent to any future relocation. Management is not liable if another Resident in the Unit was untruthful on any written documentation.

#### **43. INDIVIDUAL RENT LIABILITY / RENT PAYMENT OPTIONS**

We lease by the Bedroom and Unit allowing each Resident and their roommates (Co-tenants) to pay rent separately. When you sign an individual and / or Unit lease, you have **individual rent liability** and are only responsible for your own rent. You do not have any responsibility or liability for the rent of the other Residents in the Unit. If your roommate transfers or graduates, you have nothing to worry about. That is a significant advantage over the joint and several leases used at many other rental houses and apartment properties where each tenant is liable for the total rent for all the other roommates in the property. Each of the 4 or 5 Residents can choose their own Rent Payment Options for the Lease Term. Rent payments are paid pursuant to the Resident's Lease Agreement and Rent Payment Option chosen.

Rent installment payments for the Lease Term can be payable in either one (1) installment "Annual Early Bird Special"; one (1) installment "Annual"; in two (2) equal installments "Semester"; four (4) equal installments "Quarterly"; or twelve (12) equal installments "Monthly". The twelve (12) equal installments "Monthly" are due on the 1<sup>st</sup> day of each month commencing August 1<sup>st</sup> and are due as follows: Payment 1: August 1, Payment 2: September 1, Payment 3: October 1, Payment 4: November 1,

Payment 5: December 1, Payment 6: January 1, Payment 7: February 1, Payment 8: March 1, Payment 9: April 1, Payment 10: May 1, Payment 11: June 1, and Payment 12: July 1.

All Rent Installment Payments are to be made payable to **Levan Properties** and can be paid as follows:

- 1) Check, money order, or cashier check mailed to the business office at **Levan Properties, PO Box 417, Hinckley, Ohio 44233**
- 2) Check, money order, or cashier check dropped off at the on-site Levan Properties Mail Drop Box
- 3) Paid Online by electronic funds transfer ("ACH") or by debit or credit card via PayPal, MoneyGram Cash or postdated checks will NOT be accepted.

#### **44. LATE FEES / COLLECTION PROCESS**

Each Resident must pay the "Rent Installment" as per the Lease Agreement on or before the day in which it is due, without any demand from us for payment. Residents are given a three (3) day grace period from the date that rent is due. Beginning on the 4th calendar day from the day the Resident's Rent Installment was due, the Resident's rental account will be assessed a \$50.00 late fee plus an additional late fee charge of \$5.00 per day for each day the Rent Installment remains unpaid. Management will attempt to communicate to both the Resident and the Guarantor. An additional charge of \$50.00 shall be paid for all checks returned unpaid for any reason. By the 45<sup>th</sup> calendar day if the Rent Installment has not been received, at this time, Management will send a Demand Notice to the Resident and the Guarantor. If payment is not received within fifteen (15) days or acceptable payment arrangements have not been made by the 60<sup>th</sup> calendar day, Management will then serve upon the Resident and tape to the door of the Unit, the "3-Day Eviction Notice" that asks that the Resident to pay or immediately vacate the property. If within three (3) days of the date of the 3-Day Eviction Notice, the Resident still has not paid the Rent Installment due or made any acceptable payment arrangements, the matter may then forwarded to our Attorney for collections and eviction. A lawsuit may then be filed with the appropriate County Municipal Court against both the Resident and Guarantor of the Lease Agreement. Litigation is used only as a last resort, after all initial attempts have failed. **Good communication is a simple way to handle and resolve the majority of all payment issues.** *If Lessee is obtaining student loan, scholarship, or financial aid from the University or any other sources, which may affect the Payment Due Date(s), Lessor will approve other scheduled payment date(s) in August and January if documents are provided showing when the school money will be dispersed.*

#### **45. APPLICATION OF PAYMENTS**

Payments pursuant to the Lease Agreement shall be applied to the Resident's account in the following manner; first to satisfy unpaid late charges, dishonored check service charges, interest, and other fees owed; second to outstanding legal fees and / or court costs chargeable to Resident; third to maintenance and repair costs chargeable to the Resident; fourth to outstanding utility bills that are the Resident's responsibility, fifth to deposits or portions thereof due from Resident; and sixth to Rent. Late fees and other charges will be deducted from the Resident's Security Deposit if not paid.

#### **46. UTILITIES INCLUDED**

**Resident's Rent includes utilities in the Rental Rate – as part of the no hassle "UTILITIES INCLUDED" payment plan options.** Residents do not have to worry about collecting money from roommates every month, transferring utilities to Resident's names, and making additional utility applications, security deposits, and / or monthly payments. Utilities include Electric, Gas (Heat), Water, Sewer, and Trash

removal from collection areas. High Speed Internet service "Spectrum 100 Mb x 10 Mb", Wi-Fi, and Digital Video TV service "Spectrum TV Select" are also included.

Landlord shall provide utilities through independent third party service providers including: Electric, Gas (heat), Water, Sewer, and Trash Removal from collection areas and are included in Resident's rent. High Speed Internet "Spectrum 100 Mbps" and Digital Video TV services "Spectrum TV Select" are also included. Residents in the Unit may upgrade Internet, TV, Pay Per View, and other services through provider (Spectrum) by setting up account in the Resident's name(s) and Unit at an additional cost at Resident(s) expense. Residents are responsible for supplying their own Wi-Fi router.

The established monthly limits are as follows: Landlord is responsible for electric up to 1250 KWH per month or up to \$150 per month maximum, water and sewer up to 10 HCF per month, and gas up to 10 MCF per month. These limits exceed the average usage of services based on previous year's consumption. Any monthly utility excess overages will be equally divided among all Residents in the Unit and billed to each Resident. Payment will be due within 7 days upon receipt of invoice. This expense becomes immediately payable as additional Rent. If not paid, charges will be deducted from each Resident's Security Deposit.

Residents must comply with all utility service provider's rules and regulations and are jointly and severally liable for any intentional, non-intentional, or negligent actions including abuse or waste. Landlord will not be liable for any interruption, surge, or failure of any utility or for the malfunction of machinery or appliances serving the Unit and Premises for any reason or for any damage directly or indirectly caused by such interruption, surge, or failure. Residents shall not allow any utilities to be disconnected by any means. Utilities must be used for normal household purposes only. Residents will be responsible for any excess use of utilities due to waste – such as leaving windows or doors open while the heat or air conditioning is on, having a water fixture (faucet or toilet) drip, run, or malfunction and not promptly notifying Management. Late fees will be charged for late payments. Should Management detect or suspect abuse or waste of any utilities for Resident's Unit which are paid by Management, or if there is an increase in any utility's rate, Management has the right to notify the Residents of an increase in utilities and / or services rent, and after receiving such notice, the Residents will then be required to pay the higher utilities and / or services additional rental charge.

**Internet / TV:** This is a newer service Management is offering High Speed Internet and TV services to be included in the Unit's Rent Rate (previous years the Residents paid for the costs 100%). The package we are currently offering is from Operator "Spectrum". The High Speed Internet service provided "Spectrum 100 Mb x 10Mb" is available for all rooms. With the High Speed Internet, all rooms and bedrooms are wired and also have the capability for wireless internet. Spectrum provides 1 modem for the internet service, and the Residents will be responsible for providing their own wireless router(s), other peripheral devices, and passwords. Lessor, Management, and Operator are not responsible for compatibility, repairs, or trouble issues related to wireless equipment. **For any technical issues, trouble shooting, or any other questions, Residents are to contact Spectrum customer service directly (not Management) at Spectrum main customer service number 1-844-579-3743. Our complex Residents also have a separate customer service number and may call for faster service at 1-833-MY-SPECTRUM / 1-833-697-7328.**

The Digital Video TV service provided "Spectrum TV Select" is also available for all rooms. Spectrum provides 1 Set Top Box "STB" per unit for the living room at no charge. Residents at their option may rent additional STB for their bedroom(s) from Spectrum at no additional charge, but will be responsible for including the return to the local Spectrum store at the end of the Lease Term. Residents will be charged for any damaged or missing Internet and TV services equipment. The living room and all

Bedrooms are wired with the capability of adding wireless Video TV and streaming from other rooms. With the High Speed Internet and Video TV, all Bedrooms are wired and residents also have the capability for wireless and to access wireless Internet TV, including pay providers such as Amazon Stick, YoutubeTV, Hulu, Netflix, Disney, and others. Local TV can be used with digital wireless TV antenna.

**More Options and Choices:** Management understands that the Residents may want other additional High Speed Internet and Video TV Services options and choices. The Unit may want the fastest internet access speeds available on the market, select different channels or all channels available, select pay movie channels (such as HBO, Showtime, other), the options to rent pay per view movies, pay per view sports, and others. If the Residents in the Unit want to add any additional High Speed Internet and / or Video TV services and options, the Unit can choose to do by setting up an account in the Resident(s) and Unit at an additional cost at Resident(s) expense as would be billed directly from Spectrum for these additional services. For additional information, including Spectrum Terms and Conditions, the Residents can contact our community "Spectrum" Representative. Spectrum information is also posted at each Unit Bulletin Board.

#### **47. UTILITIES**

For select residential properties, commercial properties, and other properties, activation and payment of gas, water, sewer and electric is the responsibility of the Resident. **Note: This does not apply to any townhome Units with "Utilities Included Plan".** Service must commence on the first day that the Resident takes possession of the property (or the beginning of Lease, whichever comes first). The City of Akron Water Company requires water / sewer to stay in the Owner's name. The City of Kent Water Company and Portage County Water / Sewer requires water and sewer bills to stay in the Owner's name. Utility bills will be mailed to the Resident's Unit and the Resident is responsible for paying.

The Resident is also responsible for contacting all utility companies to terminate service effective as of the date the Resident returns possession of the Unit to Management. Management cannot be responsible to meet with any Utility company at the building site to activate or terminate service. Each Unit is pre-wired for High Speed Internet and TV Services. If the Resident wishes to obtain any of these services, the Resident needs to contact the provider. The cost of any installation(s) and monthly service(s) is the obligation of the Resident. *See also Important Contact Information.*

#### **48. STUDENT LOAN / FINANCIAL AID POLICY**

Residents who are paying their rent with student loans, financial aid, scholarships, or other must follow the payment plan policy set forth below. This is our Payment Deadline for those who are awaiting student loan / financial aid disbursement from a bank, university, or other.

Step 1– Resident must pay the equivalent of one month rent installment payable by original due date of the installment date on your lease (July 1 for 1st installment and January 15 for 2nd installment). Resident can figure out 1 month installment equivalent by taking total amount due and dividing by 12. Then mark on check "1/12 Financial Aid" and send in by the due date.

Step 2 – Resident then pays the balance of the rent installment payment due upon receipt of financial aid. Student Loan / Financial Aid deadlines for this are September 1 (for 1st installment payment) or January 30 (for 2nd installment payment). All student loans / financial aid is typically dispersed by then. ***\*If financial aid is delayed, please make other arrangements and have a backup plan in case there is an issue with your student loan / financial aid coming in on time.***



#### 49. MOVING IN

All incoming Residents will be notified in early August about the upcoming scheduled move in day. Move-ins are typically scheduled the Friday before school starts as per the Lease Agreement (usually same time or earlier than the University move-in dates). All Residents, upon moving into the Unit, will inspect and access the condition of their Bedroom and the Unit, and determine to their satisfaction the door locks, window latches / locks, fire alarms / smoke detectors, and other items in the Unit are adequate and in good working order. Residents must also fill out the "Move-In Inspection" form and then return to Management within two (2) weeks. Failure to return the form or to communicate to Landlord in writing shall be construed to mean that all Residents acknowledge the Bedrooms, Unit and Premises are in good condition.

#### 50. MOVING OUT

Either before or on the date of move out, it is the responsibility of each Resident to notify Management in writing by email [ManagerLevanProperties@gmail.com](mailto:ManagerLevanProperties@gmail.com) that are moving out. Each Resident will need to provide name, phone #, email address, unit number / address, bedroom location (room locations are determined by standing outside front of the unit looking at front door - right or left or front or back), date of move out, and forwarding address. ***Each Resident will also need to contact the US Postal Service and any other delivery co to fill out change of address form so all future mail and packages are delivered automatically to new forwarding address.***

Each Resident is required to clear their Bedroom, Unit, and Premises of all belongings, and then turn in their Unit keys, Bedroom keys, and the parking permit and leave in their Bedroom in an envelope and leave at the bottom of their Bedroom door or window. The Unit mailbox key should be left at the Unit Bulletin Board. Any damages inflicted to the Unit, whether interior or exterior, by the Resident or those moving the Resident(s), at the time of move out, is the Resident's financial responsibility.

The Homeowner's Association provides large roll off dumpsters available throughout the complex for large furniture and trash items that do not fit into the regular trash dumpsters. Make sure that when you dispose of such items, that you put as far back into the dumpster as possible so that it can be loaded efficiently. DO NOT leave items in the entryway door of the roll off container blocking it from other items going deeper into the container.

Management will then schedule an inspection of each Bedroom, Unit, and Premises after move out and to compare to the condition at move in. Residents understand that the Bedroom, the Unit, Premises, and all furnishings shall be left in the same condition as when originally leased, reasonable wear and tear accepted. The Resident's Security Deposit less any applicable charges or damages which are in excess of normal wear and tear, will be mailed to the Resident forwarding address within 30 days following the lease ending date (typically last week August or first week September). If the Resident does not leave a forwarding address no balance of the Security Deposit shall be returned to the Resident. Please be advised that under no circumstances is the Resident's Security Deposit to be used as payment for last month's rent. At move-out, the Resident may request to attend Management's inspection of the Bedroom, Unit, and Premises by making an appointment two weeks advance notice.

#### 51. HOLDOVER BY LESSEE

The Lease termination date (Ending Date) shall end all rights to the Bedroom, Unit, and Premises that Resident may enjoy. Should Resident remain in possession of the Unit without written consent of Lessor

after the expiration of this Lease, Resident will be required to pay holdover rent in the amount of \$175 per day, along with any other amounts owed. No such holding over shall constitute any form of tenancy, and will be considered unlawful possession. If Resident holds over, Resident is also responsible for all costs and damages created by the holdover, including but not limited to expenses incurred in providing alternative/interim housing for subsequent Resident(s). Landlord may, at its option, elect to consider the holding over to create a new Lease period for the same length of time as this Lease and subject to all of the terms and conditions of this Lease. No action by either party may be deemed to create a month-to-month tenancy.

## **52. ABANDONED PROPERTY**

At the termination of the Lease Agreement, each Resident must remove all personal property from their Bedroom, Unit, and Premises. Any property not removed shall be considered abandoned and Management may dispose of it without being accountable to the previous Residents for doing so. Management will not reimburse any Resident for expenses related to damage or loss of personal property.

## **53. CLEANING AT TIME OF MOVE-OUT**

Residents moving out are required to leave their Bedrooms, Unit, and Premises in the same clean condition at the time of their move-in, normal wear and tear expected. Specifically, Residents are required to do the following (general cleaning guidelines):

- a. Remove all personal belongings from your Bedroom, Unit, and Premises.
- b. Remove and dispose of all trash from the Unit and Premises including outside front and back patio areas and discard directly in the large garbage dumpsters; for larger items of personal property such as furniture, bedding, or other, you must dispose in the large dumpsters provided at move-out.
- c. Sweep and wash (if needed) your patio and balcony (if applicable).
- d. Clean your bedroom and bedroom closet.
- e. Clean your bathroom and all common area bathrooms.
- f. Vacuum all carpets and clean / wipe down all baseboards.
- g. Sweep and mop all uncarpeted floors and clean / wipe down all baseboards.
- h. Clean all mirrors, ceiling fans, and light fixtures.
- i. Clean all window and mini-blinds.
- j. Clean and wash inside and outside front entry door and back patio door.
- k. Clean all exterior and interior surfaces of kitchen appliances, including the refrigerator, stove / oven - including hood, burners / drip pans; should be replaced if not able to clean, dishwasher, and microwave
- l. Clean the inside and outside of all kitchen and bathroom cabinets and clean and remove any shelf paper from the cabinets, drawers, and shelves.
- m. Clean the kitchen sink, faucet and countertops, pantry, floor, light fixtures, and ceiling fans.
- n. Clean the bathroom floors, floor registers, walls, mirrors, lights, fans, bathtubs/showers, toilets, vanities, countertops, sinks and faucets.
- o. Clean all windows inside and out, window tracks and areas, and all window treatments / blinds.
- p. Wipe down and repair walls to their original move-in condition which includes filling in any picture and nail holes with drywall mud or wood filler (if applicable), then sanding for smooth finish.
- q. Return any additional rented bedroom digital TV box back to Spectrum store.
- r. Return all unit front door and bedroom keys and leave at bedroom door or window in envelope with your name, unit number and address, and forwarding address.
- s. Leave unit mailbox key at the Unit bulletin board.

## **Additional Helpful Cleaning Info**

### **Kitchen**

#### **a. Stove / Oven**

- i. Thoroughly clean exterior of oven. Do not forget the exterior drawer as well.
  - ii. Use oven cleaner to clean interior. Easy-Off Fume Free is an easy and odorless product that works well for this task. You may have to do some extra cleaning for stubborn spills. If so, use a mild detergent, and / or a steel wool pad. If your oven is a self-cleaning oven, follow the self-cleaning directions on the back or inside drawer.
  - iii. Scour drip pans and rings with an SOS pad and clean all food and spills from underneath the drip pans. (Do not use oven cleaner on the drip pans because it corrodes the surface and turns them black).
  - iv. Remove oven drawer – clean drawer and sweep out from under the drawer.
  - v. Clean exhaust hood (exterior as well as grease under the hood) and clean the fan filter over the stove.
  - vi. Make sure broiler pan is completely clean and placed in the bottom of the stove drawer.
- Easy-Off Fume - Free oven cleaner works well on the broiler pan using the “cold” directions on the can.
- vii. Clean walls, cabinets and floor under and around stove.

#### **b. Refrigerator**

- i. Wash all inside and outside surfaces.
- ii. Do not forget the crisper drawer (inside and underneath).
- iii. Dump all ice from icemaker and wash the receptacle and maker. Lift the lever to the off position.
- iv. Clean all drawers, compartments and shelves.

#### **c. Cabinets and Countertops**

- i. Interior of cabinets should be free of shelf lining, crumbs and dust. Do not forget the drawers.
- ii. All exterior cabinets should be wiped down to remove water spots and food drips or spills.
- iii. Wipe off all countertops.
- iv. Clean the tops of the cabinets.

#### **d. Dishwasher**

- i. Thoroughly clean inside and out and around the edges – especially the door.
- ii. Clean out any glass or plastic in bottom of dishwasher and around the spray arm.

#### **e. Kitchen Floor**

- i. Sweep the floor to remove all dirt and debris.
- ii. If the floors have been cleaned on a regular basis, a disinfecting cleaner should be all you need to mop the floors. DO NOT APPLY ANY TYPE OF FLOOR WAX.

#### **f. Kitchen Sinks**

- i. Kitchen sinks should be scrubbed and free of water spots and stains.
- ii. Make sure that the kitchen faucet is clean – pay special attention to the area around the faucet knobs.
- iii. Make sure garbage disposal is free of all food/objects.

#### **g. Washer/Dryer**

- i. Washer / Dryer should be cleaned inside and out. The exterior should be wiped down and the control turned to the “off” position.
- ii. Please remove all debris / lint from the lint trap.

### **Bathrooms**

- i. Wash inside and outside of vanity. Wipe or scrub all drawers and cabinets, and wipe off counter top.
- ii. Clean the exterior and interior of the medicine cabinet.
- iii. Clean the mirror with Windex or similar product.
- iv. Thoroughly scrub all around the bathtub / shower. Use a product such as Tilex or Scrub Free to clean. You may have to clean extra around the soap dish and other several times to get them to shine and be free of soap film, scum, mold, and mildew. Scour the bottom and sides of the tub with Comet or Ajax

until all dirt and soap residue is gone. Do not forget to scour the soap dish and temperature knobs as well. Make sure there are no rust rings on the edge of the tub.

v. Clean vanity and sink including the faucet (sometimes a toothbrush must be used around the knobs to get them completely clean).

vi. Clean toilet bowl and tank; make sure exterior of toilet, lid and bowl are clean. Pay special attention to the base of the toilet.

vii. Sweep and mop the bathroom floor. (Please review the advice given under Kitchen Floor.)

viii. Clean ceiling fan, vent, and floor register.

#### **k. Windows and Doors (and trim)**

i. Wash interiors of all windows with Windex or similar product.

ii. Wipe down the top (locks) and tracks of all windows. Also wipe down all window sills.

iii. All doors and trim shall be cleaned of marks, fingerprints, stains and damage.

#### **l. Bedrooms**

i. Wipe down all windows, shelving, and doors (see above) plus any furniture that was provided (if applicable).

ii. Clean ceiling fan – blades and lights.

iii. Clean closet shelves and closet doors

iv. Vacuum carpeting. Sweep and mop other floors.

#### **m. Walls and Baseboards**

i. All walls and baseboards shall be cleaned of marks, fingerprints, stains and damage.

#### **n. General Items**

i. All mini-blinds must be wiped down and completely clean.

ii. Clean all doors and trim on both sides – including closets.

iii. Wash all closet and pantry shelves.

iv. Thoroughly vacuum all carpeting. Sweep and mop other floors.

v. Wash all light fixtures to remove dust and bugs.

vi. Clean all fingerprints / grime from walls, doors, and light switches.

vii. Remove small nails from the wall. Fill in nail holes with either drywall mud (wall) or wood filler (doors and baseboard). If you used larger nails, screws or molly bolts, you are responsible for removing them and returning the wall to its original condition.

viii. All light bulbs should be in good working condition. If not, replace with LED light bulbs.

ix. You are responsible for the cleaning and any damages to the carpet from stains or soils. If you had an unauthorized pet in your apartment at any time during the Lease term, you will be held responsible for any damages caused by your pet, which may include the cost of replacement of carpet, pad and tack strip.

x. Do not leave any of your personal belongings, including furniture owned by you, or trash in the apartment. Removal by our maintenance staff will result in a charge.

xi. Do not use bleach of any kind.

#### **Recommended Cleaning Products**

Please refer to the following list for some recommendations on cleaning products:

i. Disinfecting cleaners such as 409, Fantastik or Windex Glass & Surface work great on most surfaces (furniture, ceiling fans, baseboards, etc.).

ii. S.O.S Pads will help you easily clean your oven and drip pans.

iii. Disinfecting and Non-sudsing cleansers with the ability to cut grease, such as Top Job

- Mr. Clean are perfect for the kitchen and bathroom (countertops, floors, exhaust fan, vanity, etc.).
- iv. Magic Eraser, Ajax, or Comet to scrub the sinks and bathtubs.
  - v. Windex Glass & Surface for all mirrors and doors.
  - vi. Disinfecting toilet bowl cleaner such as Lysol Cling Free.

#### **54. DAMAGES**

Residents are liable under the terms of the Lease Agreement for all damages resulting from any violations of the Lease Agreement. Such damages include, but are not limited to, the cost of labor, cost of materials for cleaning and repairs over and above "normal wear and tear" to the Bedroom, the Common Areas of the Unit and Premises and / or the Common Areas caused by the Resident(s) and / or the Resident(s) guests and invitees, and the amount of delinquent Rental Installments and; late charges, fees and other fines for which Resident is liable. Residents shall immediately notify Management of any defects, dilapidation, or dangerous conditions. Failure to notify Management may result in the Resident(s) being charged for consequential damages due to the Resident(s) failure to timely notify Management.

Liability under the Lease Agreement is joint and several, except for liability for base Rent. Unless all Residents of the Unit agree otherwise in writing, and said written agreement is sent to Management / Landlord within three (3) days of the termination of the Lease Agreement, deductions from the four (4) or (5) Co-tenant's Security Deposits, for other than unpaid Rent, may be deducted from the four (4) or five (5) Co-tenant's Security Deposits on a prorated basis.

Management is permitted under the Lease Agreement to inspect all Resident's Bedrooms and the Common Areas of the Unit and Premises from time to time at our sole discretion for the purpose of determining any physical damage thereto. If any such damage is detected, Residents will be notified of the cost to repair same, and such amount must be deposited with us within ten (10) days of such notice. Although the Resident is solely liable for damages to the Bedroom, Resident and Co-tenants are jointly liable for damages to the Common Areas of the Unit and Premises.

#### **55. APPLICATION FEE / REDECORATING FEE / SECURITY DEPOSIT**

Upon execution and return of the Lease Agreement, Upon execution and return of this Lease, each Resident shall pay **\$450.00** to **Levan Properties LLC** which includes a \$50 Non-Refundable Application and Leasing Service Fee to cover the costs associated with processing of Resident Application and for the use and service-related functions associated with the Lease, which include but are not limited to Application and Lease Processing Fees, Criminal, Credit and Other Background Check Fees. (This also covers any other Internet and TV Service, Installation, and Set up costs), a \$200 Non-Refundable Redecoration Fee to cover the normal expenses incurred by Landlord returning the Unit to their original condition (painting, cleaning, floor and carpet cleaning, etc.), and a \$200 Refundable Security Deposit to be held by the Landlord, as security for the faithful performance of the provisions of the Lease and relating to the Residents' obligation to keep the Unit in good repair and good condition. The Application Fee and the Redecorating Fee are not refundable. The Security Deposit is refundable and shall be returned to Resident (net of any permitted deductions) within thirty (30) days following the termination of this Lease Term unless Resident chooses to renew the Lease. Prior to the lease expiration, each Resident must provide their forwarding address.

Nothing shall give the Resident the right to withhold the Rent, or shall prohibit Landlord from exercising any of the rights with respect to the non-payment of Rent. Prior to the Security Deposit being returned,

all utility bills and any other charges related to the period of Residents' occupancy of the Unit shall have been satisfied. The Lease will not be accepted by the Landlord until all Lease documents are provided and returned along with the Deposit unless otherwise approved by Landlord and until the Lease is signed by Landlord. Prior to Resident taking possession of the Unit, Resident shall have paid all Rents and any other amounts due unless otherwise approved by Landlord.

## **56. SECURITY DEPOSIT DEDUCTIONS**

The Security Deposit less any applicable damages, which are in excess of normal wear and tear, will be mailed to the Resident's forwarding address within 30 days following the Lease termination date. Permitted deductions shall include, but not be limited to: key charges (if all keys are not returned to Landlord upon vacating the Unit and Premises including mail box keys); fines levied by the Homeowner's Association, City Health Department, or Landlord that are attributable to Residents; cleaning, carpet cleaning or carpet replacement (if worn beyond normal wear and tear), painting, cigarette burns, broken tiles, broken or unhinged doors (including closets), carpet or tile stains, excessive dirt or other foreign substances, holes or marks in walls or ceilings, damage to appliances, missing or damaged window blinds and/or screens, or broken shelves.

Resident understands that the Security Deposit will be used for, but not limited to, damages to the Resident's Bedroom and Common Areas of the Unit and Premises, and cleaning and repairs beyond "normal wear and tear" to Resident's Bedroom and the Common Areas of the Unit and Premises caused by the Resident, Co-tenants, invitees and guests, unpaid utilities (if applicable), unpaid Rents, unpaid late charges, fees, re-rental expenses, and other fines for which Resident is liable. Resident understands that liability for such damages is not limited to the amount of the Security Deposit and that such liability can go beyond the amount of the Security Deposit. Resident agrees that the Security Deposit is not to be used in lieu of last month's Rent Installment, an advanced rent payment, or any other sum anytime during the Resident's tenancy.

Liability under the Lease Agreement of each Resident is joint and several, except as to liability for base Rent. Unless all Co-tenants of the Unit agree otherwise in writing, and said written agreement is sent to Landlord within three (3) days of the termination of this Lease, deductions from the four (4) or five (5) Co-tenants' Security Deposits, for other than unpaid Rent, may be deducted from the four (4) or five (5) Co-tenant's Security Deposits on a prorated basis. A summary of costs have been provided in this Resident Handbook Rules and Regulations; however these costs are merely estimates, and Resident(s) will be obligated to pay the actual market rate costs of repair and / or replacement, as applicable.

## **57. ITEMIZED LIST OF CHARGES**

### **Kitchen**

Remove Items Left In Cabinets \$20.00 / Cabinet  
Remove Items Left In Refrigerator \$20.00  
Clean Refrigerator \$20.00  
Remove Items Left In Stove / Oven \$20.00  
Clean Oven / Stove \$20.00  
Clean Drip Pans and Rings \$20.00  
Clean / Sweep / Mop Floors \$40.00  
Clean Ceiling Fan \$20.00  
Clean Sink / Garbage Disposal \$20.00  
Clean Walls, Cabinets and Floor Under and Around Stove \$20.00

### **Laundry Room**

Remove Items Left In Washer / Dryer \$20.00  
Clean Lint From Washer / Dryer \$10.00  
Clean / Sweep / Mop Floors \$20.00  
Clean / Dust Area \$20.00

### **Living Room**

Clean Inside Windows \$10.00 / Window  
Clean Windowsills \$5.00 / Window  
Replace Window Blinds \$25.00 / Blind  
Replace Window Screens \$40.00 / Screen  
Clean / Vacuum Floor \$20.00  
Clean / Sweep / Mop Floors \$20.00

### **Halls / Stairways**

Clean / Sweep / Mop Floors \$20.00  
Clean / Vacuum Floor \$20.00

### **Bathrooms**

Clean Toilet, Sink, Vanity, Tub, Shower \$20.00 / Item  
Remove Items from Cabinets \$20.00 / Cabinet  
Clean Countertops \$10.00 / Countertop  
Clean Mirrors \$10.00 / Mirror  
Clean / Sweep / Mop Floors \$20.00 / Floor  
Clean Fan \$10.00  
Remove Shower Curtain \$10.00 / Curtain

### **Bedrooms**

Clean Inside Windows \$10.00 / Window  
Clean Windowsills \$5.00 / Window  
Replace Window Blinds \$25.00 / Blind  
Replace Window Screens \$40.00 / Screen  
Clean / Vacuum Floor \$20.00 / Bedroom  
Clean / Sweep / Mop Floors \$20.00 / Floor  
Clean Ceiling Fan \$20.00 / Fan  
Remove Items From Closet \$20.00 / Closet  
Repair / Replace Broken Or Unhinged Doors (Including Closet Doors) \$ Cost Of Materials, \$60 Service Call, And Labor At \$35.00 Per Hour

### **General Interior Damages**

#### **Walls (and baseboards)**

Repair 1"x1" Holes \$40.00 / Hole and Paint  
Repair 2"x2" Holes \$50.00 / Hole and Paint  
Repair Larger Holes \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35.00 Per Hour  
Repair Excessive Nail Holes \$1.00 / Hole  
Repair Tape Tears \$15.00 / Tear  
Clean and / or Repair Excessive Marks Or Writing \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35 Per Hour

### **Doors**

Replace Unit Key, Or Not Return Key(s) At Time Of Move Out \$30.00  
Replace Bedroom Key, Or Not Return Key(s) At Time Of Move Out \$30.00  
Replace Unit Mailbox Key Or Not Return Key At Time Of Move Out \$30.00  
Clean and / or Repair Excessive Marks Or Writing / Replace Holes, Broken, Unhinged, Kicked-In Doors / Locks / Woodwork / Door Jams / Other \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35.00 Per Hour

### **Carpet / Flooring**

Repair Holes \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35.00 Per Hour  
Repair Burns \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35.00 Per Hour  
Repair Stains \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35.00 Per Hour  
Repair Tiled / Wood / Laminate / Vinyl Floors \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35.00 Per Hour

### **Windows**

Replace Mini-Blinds \$25.00 / Blind  
Replace Screens \$40.00 / Screen  
Replace Window \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35.00 Per Hour  
Replace Glass \$ Cost Of Materials, \$60.00 Service Call, And Labor At \$35.00 Per Hour

### **Repaint Bedrooms, Common Areas, Doors, Trim work, Ceilings, Closets, and /or Other**

Repaint at the Full Cost If The Resident Has Occupied The Premises For 6 Months Or Less.  
Repaint At Three-fourths (75%) Cost If The Resident Has Occupied The Premises For 1 Year.  
Repaint At One-half (50%) Cost If The Resident Has Occupied The Premises For 2 Years.  
Repaint At One-quarter (25%) Cost If The Resident Has Occupied The Premises For 3 Years.  
If the Resident has occupied the Premises for more than 3 years, no painting fee is charged.

\*Note: Full Cost of Painting Includes \$ Cost Of Materials, \$60.00 Service Call And Labor At \$35.00 Per Hour Or Fixed Rate

### **Other General Interior Damages**

Repair And / Or Unstop Any Toilet, Sink, Tub, Shower, Or Other Drain \$60.00 / Drain  
Snake Any Toilet, Sink, Tub, Shower, Or Other Drain \$95.00 / Drain  
Replace Bedroom Door Handles \$25.00 / Door Handle  
Replace Light Bulbs \$5.00 / LED Light Bulb  
Replace Light Globes \$25.00 / Light Globe  
Replace Electrical / Cable Outlet Covers \$5.00 / Outlet Cover  
Replace Window Blinds \$25.00 / Blind  
Replace Window Screens \$40.00 / Screen  
Remove Items From Closet \$20.00 / Closet  
Repair / Replace Broken Or Unhinged Doors (Including Closet Doors) \$ Cost Of Materials, \$60 Service Call, And Labor At \$35.00 Per Hour  
Remove Any Furniture / Personal Items / Trash \$60.00 Service Call And Labor At \$35.00 Per Hour  
Clean And Remove Any Excessive Dirt Or Foreign Substances \$ Cost Of Materials, \$60.00 Service Call And Labor At \$35.00 Per Hour



\*Repair / Replace Any Interior Damages Not Mentioned, \$ Cost Of Materials, \$60 Service Call, And Labor At \$35.00 Per Hour. Any Emergency Maintenance Services Provided On Holidays Or Weekends Are DOUBLE THE CHARGE When Deemed Resident Misuse.

\*Repair / Replace Any Interior Plumbing, Heating & Cooling, Or Electric Damages, \$ Cost Of Materials, \$60-75 Service Call, And Labor At \$35-55.00 Per Hour. Any Emergency Maintenance Services Provided On Holidays Or Weekends Are DOUBLE THE CHARGE When Deemed Resident Misuse.

### **Exterior General Damages**

Repair / Replace Privacy Fence Slats \$30 / Fence Slat

Replace Entire Privacy Fence Section \$375.00 / Fence Section

Clean / Pick Up Cigarette Butts / Trash \$1.00 per Cigarette Butt or \$50.00 / Occurrence

\*Repair / Replace Any Exterior Damages Not Mentioned, \$ Cost Of Materials, \$60 Service Call, And Labor At \$35.00 Per Hour. Any Emergency Maintenance Services Provided On Holidays Or Weekends Are DOUBLE THE CHARGE When Deemed Resident Misuse.

\*Repair / Replace Any Exterior Plumbing, Heating & Cooling, Or Electric Damages, \$ Cost Of Materials, \$60-75 Service Call, And Labor At \$35-55.00 Per Hour. Any Emergency Maintenance Services Provided On Holidays Or Weekends Are DOUBLE THE CHARGE When Deemed Resident Misuse.

**\*Note: A summary of costs have been provided; however these costs are merely estimates, and Residents will be obligated to pay the actual market rate costs of repair and / or replacement, as applicable.**

### **Commercial Cleaning & Commercial Carpet and Floor Cleaning**

\*By way of additional Rent, it is stipulated and acknowledged by all parties that, prior to the Resident and Co-tenants taking possession of the Unit, the Unit was Commercially Cleaned and all carpets and floors were Commercially Cleaned, and upon the end of the Lease Term, the Unit will again be Commercially Cleaned and all carpets and floors Commercially Cleaned, the costs of Commercial Cleaning, at the end of the Lease, shall be considered additional Rents and shall be deducted, on a prorated basis, from each Resident's Security Deposit.

\*Commercial Cleaning cost \$250 minimum / average for the Unit

\*Commercial Carpet Cleaning cost \$275 minimum / average for the Unit.

\*Commercial Floor Cleaning cost \$100-150 minimum / average for the Unit.

\*Total Commercial Cleaning & Commercial Carpet Cleaning cost \$500-750 average for the Unit.

\*Note: If Resident paid the Non-Refundable Redecoration Fee, this fee covers the commercial cleaning, commercial carpet cleaning, and floor cleaning costs for "normal wear and tear". This does not include damages to the Resident's Bedroom, Common Areas of the Unit and Premises, and cleaning and repairs beyond "normal wear and tear".

## **58. ELECTRONIC SIGNATURES**

The Lease Agreement and any and all exhibits, addendums, amendments or other related documentation may be executed by electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by electronic means as if the original had been received. An electronic signature by Landlord on behalf of Landlord may be

labeled "Owner, Manager, Landlord, or Lessor" or some variation thereof but shall actually be made on behalf of Landlord for Owner by its authorized representative.

#### **59. NOTICES / DEMANDS / COMMUNICATIONS**

Except as otherwise expressly provided by law, any and all notices, demands, or other communications required or permitted by the Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or, if mailed, two days after deposit in the United States mail, first-class postage prepaid; to Resident and Co-tenants at the Unit occupied by Residents, or to Landlord ("c/o Levan Properties LLC") at PO Box 417, Hinckley, Ohio 44233. Resident and Co-tenants may also send maintenance requests, leasing and rent questions, or any other business communications in writing by email to: [ManagerLevanProperties@gmail.com](mailto:ManagerLevanProperties@gmail.com). Landlord may also send notices, demands, and communications by regular mail, phone / text, email, personal delivery, posting on the Unit's front door, or posting on Unit's bulletin board. Either party, Landlord or Resident, may change their address and contact information for this purpose by giving written notice to the other party.

All notices and demands by us to the Resident may be sent by regular mail, e-mail, personal delivery, or by posting the notice or demand on the Unit front door or on the Unit bulletin board. All notices and demands by the Resident to us should be delivered in writing to the location where Rent is paid and only will be considered delivered upon actual receipt by us. All written correspondence regarding the Resident's Lease must be sent to the email and / or mailing address listed on the Lease Agreement.

## 60. LEVAN PROPERTIES LLC - IMPORTANT CONTACT INFORMATION

**Phone Number:** 330-689-8888

**Fax Number:** 216-274-9626

**Mailing Address:** PO Box 417, Hinckley, Ohio 44233

**E-mail:** [ManagerLevanProperties@gmail.com](mailto:ManagerLevanProperties@gmail.com)

**Websites:** [LevanProperties.com](http://LevanProperties.com), [EASTtownhomes.com](http://EASTtownhomes.com), [KSUtownhomes.com](http://KSUtownhomes.com), [UAtownhomes.com](http://UAtownhomes.com)

**Maintenance (Non-Emergency):** Residents must email all **Maintenance Service Requests** in writing to: [ManagerLevanProperties@gmail.com](mailto:ManagerLevanProperties@gmail.com) and we request that the Resident cc all other Residents in the Unit. Management will then respond by email to all Maintenance Requests by the following business day. If the Residents do not receive an email reply from Management, this means Management did not receive the Resident's email.

**Maintenance Emergency:** Resident is to call the **Emergency Maintenance Pager** at: **330-523-0414**. The Resident must leave a message with full name, unit number & address, the emergency maintenance description, and phone number. Maintenance / Management are only notified when the Resident leaves a message. Contact us if not sure is emergency or with any questions.

**Daily Business:** Leasing, Maintenance Request, Parking Permit, Rent Collections, Questions, etc.  
Business Hours: Monday – Friday 10:00am - 4:00pm. \*Note: This is business office hours and not on-site hours. Evenings and Weekends are by Appointment only.

**East Townhomes at Kent State University - Homeowner's Association Grounds Maintenance:** Trash, Lawn care, Landscaping, Snowplowing, etc. Tom Lilly at [TomandBevLilly@gmail.com](mailto:TomandBevLilly@gmail.com) or 330-612-3923

**University Townhomes of Akron - Homeowner's Association Grounds Maintenance Manager:** Trash, Lawn care, Landscaping, Snowplowing, etc. Debbie Davis at [ddavis.apslc@yahoo.com](mailto:ddavis.apslc@yahoo.com) or 330-688-2247 or Emergency Maintenance 330-329-4491

## 59. OTHER CONTACT INFORMATION

**First Energy / Ohio Edison (Electric Service):** 1-800-633-4766 or [firstenergycorp.com](http://firstenergycorp.com)

**Dominion Gas (Gas Service):** 1-800-362-7557 [dominionenergy.com](http://dominionenergy.com)

**IGS Energy (Gas Service):** 1-877-444-7427 [IGSEnergy.com](http://IGSEnergy.com)

**Spectrum (Video TV / Internet / Phone Service):** 1-800-892-4357 [spectrum.com](http://spectrum.com)

**Spectrum Resident New Customer Service # (Tech Support / Troubleshooting):** 1-800-MY-SPECTRUM

**Spectrum Store location:** 1848 OH-59, Kent, OH 44240

**Spectrum HOA Community Bulk Account Representative:** Contact Management for Contact Info

**AT&T (TV / Internet / Phone Service):** 1-800-288-2020 [att.com](http://att.com)

**City of Kent Utilities (Water Service):** 330-678-8104 / 930 Overholt Rd, Kent, OH 44240

[kentohio.org/168/Utility-Billing](http://kentohio.org/168/Utility-Billing)

**Portage County Water Resources (City of Kent Sewer Service):** 330-297-3670 / 449 S Meridian St, Ravenna, OH 44266 [co.portage.oh.us](http://co.portage.oh.us)

**City of Akron Utilities (Water & Sewer Service):** 330-375-2554 [ci.akron.oh.us](http://ci.akron.oh.us)

**Akron Post Office:** 330-762-8472 / 634 W. Exchange St., Akron OH 44302 [usps.com](http://usps.com)

**University of Akron Police:** Emergency 911 or 330-972-7123 / 146 Hill St, Akron, OH 44325  
[uakron.edu/safety/police](http://uakron.edu/safety/police)

**Akron Police Department:** Emergency 911 or 330-375-2552 / 217 S. High St., Akron OH 44308  
[akronohio.gov](http://akronohio.gov)

**Akron Fire Department / Medical Emergency:** Emergency 911  
[akronohio.gov/cms/akronfiredepartment](http://akronohio.gov/cms/akronfiredepartment)

**Akron Health Department:** 330-375-2444 / 1 Canal Square Plaza, Akron, OH 44308 [scph.org](http://scph.org)

**Kent Post Office:** 330-673-3511 / 626 Franklin Ave., Kent OH 44240 [usps.com](http://usps.com)

**Kent State University Police:** Emergency 911 or 330-672-3070 [kent.edu/publicsafety/police-services](http://kent.edu/publicsafety/police-services)

**Kent Police Department:** Emergency 911 or 330-673-7762 / 219 S. Water St., Kent OH 44240  
[kentpd.org](http://kentpd.org)

**Kent Fire Department / Medical Emergency:** Emergency 911 or 330-676-7393 / 320 S Depeyster St, Kent, OH 44240 [oh-kent.civicplus.com/162/FireEMS](http://oh-kent.civicplus.com/162/FireEMS)

**Kent Health Department:** 330-678-8109 / 414 E Main St, Kent, OH 44240  
[kentpublichealth.org/153/Health](http://kentpublichealth.org/153/Health)

**Republic Trash Services:** 800-247-3644 [republicservices.com](http://republicservices.com)

**Portage County Recycling:** 330-678-8808 / 3588 Mogadore Rd, Kent, OH 44240 [portagerecycles.com](http://portagerecycles.com)

## **60. PRIVACY POLICY**

### **PRIVACY POLICY**

Federal law requires us to tell you how we collect, share, and protect your personal information. Levan Properties LLC and its affiliates (companies related by common ownership or control) Whitehall East Properties LLC (dba KSU Townhomes) and Buchtel Properties LLC (dba UA Townhomes) wants its Residents and Guarantors to be aware of any information we collect and how we use it.

#### **INFORMATION COLLECTION AND USE**

We respect each Resident's and Guarantor's right to personal privacy. The types of information we collect from each Resident and Guarantor include: name, address, cell phone number, email address, employment history and information, rent payment history, driver's license information, and social security number. This information allows us to check rent payment history, credit history and credit worthiness by checking references, verifying information, and also we check public information that might be able to show any criminal history or activity. We may also run a credit report.

This information is used to determine the Resident's ability to pay rent and provides us the basis for selecting our Residents. Guarantor information is collected for the same reasons but adds a guarantee that rent will be paid.

#### **SHARING PERSONAL INFORMATION**

We do not share any personal information unless is specifically requested by the Resident and / or Guarantor. Any such requests must be in writing and signed by the Resident and / or Guarantor.

#### **SECURING PERSONAL INFORMATION**

Although we cannot guarantee against any loss, misuse, unauthorized disclosure, alteration or destruction of data, we take reasonable precautions to prevent such unfortunate occurrences and use security measures that comply with federal law. These measures include computer safeguards and secured files, storage, and buildings. We have implemented internal privacy policies including disposal procedures for all Residential and Guarantor information.

#### **IMPORTANT INFORMATION ABOUT CREDIT REPORTING**

We may report information about your accounts to credit bureaus. Late payments, missed payments, or other defaults may be reflected in your credit report.

#### **BUSINESS / CONTACT INFORMATION - Questions?**

Levan Properties LLC

PO Box 417, Hinckley, OH 44233

330.689.8888

[ManagerLevanProperties@gmail.com](mailto:ManagerLevanProperties@gmail.com)

