



NON-STANDARD RENTAL PROVISION AGREEMENT

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

1. Rent is due on or before the first day of the month. If it has not been received by the 3rd, a late charge of \$50.00 will be in effect. Any late fees that have not been paid upon vacating are subject to being deducted from the security deposit.
2. A penalty of \$30.00 will be charged for all checks and auto-withdrawals returned for non-sufficient funds. Late fees will also apply. Any unpaid NSF and/or late fees are subject to deduction from the security deposit.
3. If tenant fails to stay through the lease term or gives inadequate notice to vacate, tenant will be responsible for rent and utilities until the apartment is re-rented by another tenant as per the lease agreement, or until the lease term is satisfied. In addition, actual costs incurred for the efforts to re-rent the apartment will be charged to the tenant and are subject to being deducted from the security deposit.
4. In the event the tenant does not stay through the lease term and has been given a rent incentive or discount, the incentive or discount must be repaid upfront or will be deducted from the security deposit.
5. Tenant agrees to follow state and local laws concerning recycling practices and garbage disposal. The dumpsters are available with 24-hour access. Recyclables and raw trash should be placed in their respective containers. Electronic items such as TVs, computers/components, etc that are banned from the dumpsters must be disposed of properly at local drop off sites in the community. Garbage should not be left in the hall or on the patio/deck and should not be left in the garage for extended periods. Cigarette butts should not be disposed of on the grounds and should be placed in your trash once fully extinguished. There is a \$50.00 fine for improper placement of garbage/recyclables or for cigarette butts being thrown on the ground. The charge must be paid at the time it is incurred or it will be deducted from the security deposit.
6. Any vehicles found to be leaking oil must be repaired within 24 hours and the oil spot must be cleaned up. If the vehicle is not repaired, it will be ticketed and towed from the premises at the tenant's expense. Any oil spots that are not cleaned up by the tenant will be cleaned up by the landlord at a cost of \$50 per parking spot. The charges must be paid at the time it is incurred or it will be deducted from the security deposit.
7. Tenant may decorate, but no nail holes or stickers of any kind are permitted in areas that are not plastered, such as on the woodwork, doors, floors, appliances, etc. Magnets are not to be used on any stainless steel appliance as it will scratch them. Repairs will be made at the tenant's expense. Premises are to be kept clean and in tenantable condition. If walls, blinds, cabinets, countertops, appliances, flooring, carpets and/or pad are discolored or have a strong odor due to the burning of candles, oil lamps, cigarette smoking, cooking, failure to dispose of garbage properly, or any other reason, the landlord may deem that the unit or components in the unit will need special cleaning, replacement, or repainting at the tenant's expense.
8. Felt pads are to be used on furniture in apartments with vinyl plank flooring to prevent damaging the floor. Repairs will be made at the tenant's expense.
9. In the event tenant fails to return any or all keys given to them and acknowledged by them, including all copies made, a \$10.00 charge for replacement will be deducted from the security deposit. Tenant also understands that a \$75.00 re-locking fee will be deducted from the security deposit to change the locks on the apartment should they fail to return any or all keys to landlord.
10. Tenant understands that if they fail to return or damage any or all garage door openers, they will be charged \$35.00 each for replacement of these openers.
11. In the event tenant requests landlord to unlock an apartment or other door for any reason, tenant agrees to pay a service charge of \$25.00 during normal business hours and \$75.00 during non-business hours. Non-emergency after hours maintenance calls will be billed to the tenant at a rate of \$45.00 an hour, one hour minimum charge applies.
12. Tenants and their guests may not have any pets on the premises at any time without landlord's prior written consent. Tenant will be fined \$200.00 immediately and \$20.00 per day for every day that the pet remains on the premises. This provision does not grant permission to keep an unauthorized pet in the apartment and eviction proceedings due to these violations will be strictly enforced as allowed by law.
13. Tenant will be responsible for the full cost of any and all plumbing repairs resulting from the improper use of the plumbing facilities.
14. When moving out tenant agrees to have apartment neat and presentable for showings. Tenant agrees to have vacated the apartment, thoroughly cleaned it, and returned all keys, including copies made, BY NOON on the last day of the lease term or written, agreed upon vacate date. If tenant is not out at agreed time, tenant will be responsible for any additional costs incurred or twice the rental value, whichever is greater.
15. Upon vacating, blinds will be inspected. If they require **professional** blind cleaning due to excessive dirt that is more than normal, the cost to clean will be deducted from your security deposit. Tenant also has the option of having the blinds professionally cleaned on their own by pre-approving the blind cleaning company with management and providing a receipt to the office upon vacating. The cost for blinds that must be replaced will be deducted from the security deposit.
16. Upon vacating, tenant is not required to professionally clean carpets, however if tenant damage, abuse or neglect is found, all charges will be deducted from the security deposit. This includes dirty carpeting. Damage to the carpet in any one area means that the tenant will be held liable for replacement of the entire carpeting. To protect the carpet, tenant agrees to use a chair mat underneath desk chairs. Only **professional** carpet cleaning is allowed, no Rug Doctors or other non-approved methods of cleaning or cleaning companies are to be used on the carpets at any time. The office will schedule our service to clean your carpets unless tenant chooses to order a different service, which must be pre-approved by management and the carpet **MUST** be cleaned and dry before noon on the last day of the lease term and a receipt of the cleaning submitted to the office. If tenant chooses **our** professional carpet cleaning service, we will schedule the cleaning to be done after tenant vacates which must be by noon on the last day of the lease term.

17. Tenant agrees to leave the apartment clean when vacating by completing the items listed in the move out checklist form that you will receive when you give notice to vacate. This is a general list of what those items are:

- Wash all windows inside and out, including patio doors and tracks.
- Vacuum or sweep deck/patio.
- Wipe all heat vents and clean inside & underneath – wipe all baseboards.
- Wash light switch and wall plates.
- Wipe air conditioner and clean filter.
- Wash and wipe blinds. If very dirty, see section on professional cleaning charges.
- Wash and wipe all light fixtures and replace burned out bulbs with correct type and watt of bulb.
- Toilets must be cleaned inside and out and all floors scrubbed.
- Sinks and fixtures should be cleaned with a non-abrasive cleaner. Bathtub/Shower stall and fixtures should be thoroughly cleaned with a non-abrasive cleaner. Remove all soap scum and wipe down water spots.
- Wash all mirrors thoroughly.
- All closets and vanities must be thoroughly washed inside & out.
- Clean exhaust fans in the ceiling or wall.
- Clean the laundry area and machines if you have a private washer/dryer in the apartment.
- The oven and range top should be thoroughly cleaned, including burner pans. Use special cleaning product for glass top stoves. Clean under the range top if it is the type of range that the top can be lifted. Pull range out to wash down the sides and remove bottom drawer to clean underneath. Clean oven racks on both sides and on inside rim of oven door. Broiler pan, if provided, must also be clean. If you have a self-cleaning oven, follow instructions in operating manual. Please do not put burner pans and broiler pan in oven while in the self-cleaning process. Wipe off vent fan and clean filter.
- Refrigerator should be cleaned inside and out. Pull refrigerator away from the wall to clean the sides, behind, and underneath.
- Wash all cabinets inside and out, and remove all shelf paper and traces of glue.
- Sweep out the garage and remove any oil spills.

Upon vacating the apartment, if any of the above are not completed to management's satisfaction, or anything listed in the cleaning checklist that you will receive when you give your notice to vacate, our cleaning charge is \$28.00 per hour per housekeeper to cover labor and materials, and will be deducted from the security deposit. Charges for the first hour of cleaning will be waived to cover normal wear and tear.

18. Tenant is responsible for replacing the batteries in the remote controls, smoke detector, carbon monoxide detector if one is present, and all burned out or incorrect (wattage and style) light bulbs inside the apartment. If an air conditioner or fire place comes equipped with a remote control, it must remain in the unit upon vacating. Full replacement cost will be deducted from the security deposit.

19. Upon vacating, if stove drip-pans need to be replaced the cost will be deducted from the security deposit.

20. Upon vacating, any unpaid utility charges that are the responsibility of the tenant, will be deducted from the security deposit.

21. Tenants who wish to install a satellite dish must sign an addendum to this agreement, agreeing to the proper installation of the satellite dish in accordance to the guidelines set forth by Toonen Companies, Inc. A minimum repair fee of \$100.00 will be charged if satellite dishes are not properly installed. NOTE: There are some locations that have limitations as to which satellite dish provider may be used, see your leasing office for details.

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

Tenant

Date

Tenant

Date

Tenant

Date

Agent

Date

Address of Apartment:
