

Leavitt Land & Investment, Inc.

216 South 200 West, P O Box 1027, Cedar City, UT 84721-1027

Phone: (435) 586-1558 Fax: (435) 586-1510

E-Mail: jennine-corrall@leavitt.com, robbin-holcomb@leavitt.com, dana-reilly@leavitt.com

Check us out on the web at: www.cedarcityhousing.com

BEFORE YOUR APPLICATION WILL BE CONSIDERED, WE WILL NEED A COPY OF YOUR DRIVER'S LICENSE, STATE ISSUED ID, OR A PASSPORT, AND A COPY OF YOUR SOCIAL SECURITY CARD.

Apartment Complex & Number of Bedrooms:	Southgate I.....One-Bedroom Units
	Southgate IIOne-, Two-, & Three-Bedroom Units
	Northfield Village.....Two-Bedroom Units
	Northfield Suites.....Studio Units and 2 Handicapped Units
	Fourplex.....Two-Bedroom Units
	Driscoll Lane.....One- & Two-Bedroom Units

Accommodations:	<u>Southgate I</u>	<u>655 South 300 West, Cedar City, Utah</u> Upper-level and Lower-level units are available. Upper units contain living room, kitchen, and stairs to bedroom, bathroom, & study. Lower units are one level.
	<u>Southgate II</u>	<u>468 South 75 West, Cedar City, Utah</u> All units are one level. 1,2 & 3 Bedroom Units available.
	<u>Northfield Village</u>	<u>315 West 1175 North, Cedar City, Utah</u> All units are one level, two bedrooms, two bathrooms, living room and kitchen.
	<u>Northfield Suites</u>	<u>197 West 1175 North, 236 West 1175 North, Cedar City, Utah</u> One-level studio apartments. Some buildings have a handicapped unit.
	<u>75 West Fourplex</u>	<u>430 South 75 West, Cedar City, Utah</u> Four, one-level units with two-bedrooms, living room & kitchen in each.
	<u>Driscoll Lane</u>	<u>1021 South 350 West, Cedar City, Utah</u> All units are one level. Three story complex with 1 & 2 bedroom units.

Laundry Facilities: Southgate I, Southgate II, and Northfield Village have ample coin-op laundry facilities. Northfield Village units also have washer & dryer hookups. Driscoll Lane units have washer & electric dryer hookups in each unit (no laundry room).

Kitchens: Kitchens have frost-free refrigerator, electric range, garbage disposal & dishwasher.

Cable TV: Southgate I, Southgate II, and Northfield Village each have the necessary wiring for cable TV service. It is the tenant's responsibility to arrange and pay for cable service. Driscoll Lane has free Antenna TV service

Heat: Each unit has a gas-fired direct-vent wall furnace. Driscoll Lane: Natural Gas Heat and Central Air

Utilities: Except for water, sewer, & garbage collection, all utilities are the responsibility of the tenant. All units are separately metered. Each prospective tenant will need to present proof of utility hook-ups (Rocky Mountain Power & Dominion Energy) to the main office before the keys will be given to the new tenant.

Internet: Driscoll Lane Only Tenants: Internet is included.

Income Verification: Employment verification forms need to be completed by your employer if you are employed, or if you are unemployed, unemployment forms are at the office. These need to be turned in at the time of application to be put on our waiting list. Employment verification is renewed on a yearly basis.

Roommates: Only tenants who sign a lease agreement with landlords may reside in apartment. Guest shall not stay for more than three days.

No Smoking Rule: Smoking of any kind or controlled substances by tenants or their guests is strictly prohibited at all times on the premises. If you smoke, you must do so in your car or on the sidewalk.

- Security Deposits:** At time occupancy begins, tenant shall pay -- along with the first month's rent -- a security deposit. This deposit shall be held until tenant elects to end tenancy and thereafter shows compliance with vacating provisions of the lease. This means that all rent due has been paid and the unit is left clean and orderly upon tenant vacating. There will be an automatic deduction that covers basic wear & tear and to shampoo the carpet upon vacancy. The carpets need to be left in a condition ready to shampoo (no dirt or litter). The security deposit cannot be used toward last month's rent.
- Rental Subsidies:** As indicated above, a number of the units rent for rates lower than similar units in the same complex. To qualify for rental subsidies, a tenant must provide information concerning anticipated income levels and sources for the coming 12-month period by completing an Income Eligibility form (a copy of which is included in this information packet). Upon meeting HUD-specified income criteria, the applicant becomes eligible for a "rent subsidized unit." The number of available "rent subsidized units" is limited. Eligibility for a "rent subsidized unit" is not a guarantee of availability of a "rent subsidized unit."
- Lease Terms:** Tenants are required to enter into a **6-month minimum lease**. At the end of the 6-month period, the lease automatically goes **month-to-month**. Subleasing is not permitted. **Each new tenant will need to return a properly signed lease before the keys to the apartment will be given to the lessee.**
- Renters Insurance:** **Tenants are responsible for insurance coverage for their own personal belongings.**
- Rent Amounts:** **Rent amounts are subject to change. Contact rental office for current rental rates.**

Leavitt Land & Investment, Inc.

216 South 200 West, P O Box 1027, Cedar City, UT 84721-1027

Phone: (435) 586-1558 FAX: (435) 586-1510

APARTMENT REPAIR/REPLACEMENT COST LIST

<u>Items</u>	<u>Replacement Cost</u>
1. Stains on the carpet.....	\$ 20.00 or more
2. Cut in vinyl floor covering	\$ 20.00 or more
3. Tear in vinyl floor covering	\$ 30.00
4. Melted vinyl siding.....	\$ 50.00
5. Fist size hole in the wall	\$ 45.00
6. Large nail or screw hole in the wall.....	\$ 1.00 each
7. More than 15 small nail holes (\$1.00) in wall within reason	\$ 1.00 each
8. Cuts in the countertop.....	\$ 10.00
9. Door replacement because of holes	\$ 100.00
10. Patch a small hole in the door (if it can be patched).....	\$ 35.00
11. Patch a nail size hole in the door	\$ 10.00
12. Extra dirty carpet (\$ 25.00 per hour)	\$ 25.00
13. Repair small to medium size area of vinyl	\$ 25.00
14. Large oil spot that has caused damage on the asphalt.....	\$ 25.00
15. Replace window:	
SG I & SG II.....	\$ 100.00
NF side window.....	\$ 80.00
NF front window	\$ 100.00
All apartment screens	\$ 25.00
16. Removal of any vinyl letter from anywhere in your apartment...\$	10.00 per letter

17. Carpet cleaning & basic wear & tear prices. These prices are for normal wear. Carpets that are extra dirty or stained will be charged more.

Southgate I

- 1) Downstairs.....\$ 225.00
- 2) Upstairs.....\$ 225.00

Northfield

- 2 Bedroom unit\$275.00

Southgate II

- 1) 1 Bedroom
- 2) 2 Bedroom
- 3) 3 Bedroom

Northfield Suites

- Studio.....\$150.00

18. Glass light fixtures

- Square
- Round.....

19. Light Bulbs:

- 60 W light bulb
- Bathroom heat lamp...\$ 25.00

20. Electrical outlets, covers, etc.	
Cover.....	\$ 5.00
Outlet.....	\$ 5.00
Switches	\$ 5.00
21. Replace door jambs.....	\$ 50.00 (minimum)
22. Doorknobs.....	\$ 100.00
23. Replace carpet per room	\$ 22.61 (yard)
24. Replace kitchen vinyl.....	\$ 17.95 (yard)
25. Replace bathroom vinyl	\$ 17.95 (yard)
26. Replace kitchen counter	Cost of replacement (\$600.00 minimum)
27. Replace bathroom sink.....	\$ 75.00
28. Replace bathroom counter	Cost of replacement (\$250.00 minimum)
29. Replace blinds.....	\$ 75.00
30. CO ² detector.....	\$ 25.00
31. Smoke detector.....	\$ 15.00
32. Microwave oven.....	\$ 100.00
33. Repaint any room	\$ 150.00 (minimum)
34. Shower Rod – any size.....	\$ 25.00

The undersigned (tenants) have read this list of costs of repairs and understand that these amounts may be withheld from their security deposit. Prices are subject to change at any time. If damage and repair costs exceed the amount of the security deposit, the undersigned will pay to the Landlord the excess amount upon demand.

Tenant Signature

_____/_____/_____
Date

Additional Tenant Signature

_____/_____/_____
Date

APARTMENT APPLICATION FORM

BEFORE YOUR APPLICATION WILL BE CONSIDERED, WE WILL NEED A COPY OF YOUR DRIVER'S LICENSE, STATE ISSUED ID, OR A PASSPORT, AND A COPY OF YOUR SOCIAL SECURITY CARD.

Applicant _____ **SS#** _____ - _____ - _____ **Birth Date** ____/____/____
Last Name Name Middle Name

Additional Tenant _____ **SS#** _____ - _____ - _____ **Birth Date** ____/____/____
Last Name Name Middle Name

Current Address of Applicant _____

Current Phone Number(s): (____) _____ **Work** (____) _____

Current Phone Number(s): (____) _____ **Work** (____) _____

Email: _____

Email: _____

Relative/Friend to Notify In Case of Emergency

Name _____

Address _____

Phone Number (____) _____ **Work** (____) _____

Relationship _____

Marital Status (Check One) Married: Marriage Date _____ Family with children
 Single parent with children Single

Children and Ages (Under 18 years) **Name(s)** _____ **Age** _____

Name(s) _____ **Age** _____

Name(s) _____ **Age** _____

Desired Date of Occupancy ____/____/____

Are You Applying for a Rent Subsidized Unit? Yes No

Unit Location: CHECK ALL UNITS FOR WHICH YOU WOULD LIKE TO BE CONSIDERED.

Southgate I: One Bedroom Only Upstairs Unit Lower Level Unit

Southgate II: One Bedroom Two Bedroom Three Bedroom
 Upper Unit Middle Level Lower Level

North Field Village: Two Bedroom Only

North Field Suites: Studio Handicapped

Driscoll Lane: One Bedroom Two Bedroom ADA
 Upper Unit Middle Level Lower Level

75 West Fourplex: Two Bedroom Only

Do you smoke? Yes No
Have you ever been convicted of a felony? Yes No If yes, explain: _____
Have you ever filed for bankruptcy? Yes No If yes, when ___/___/___
Are you a Veteran? Yes No

List any special consideration such as disability, special physical requirements, etc.:

How did you hear about our apartments? _____

Current Landlord _____ Phone # (____) _____ Time There: _____

Address (Street, City, State, Zip) _____

Previous Landlord _____ Phone # (____) _____ Time There: _____

Address (Street, City, State, Zip) _____

Reason for moving: _____

Have you ever been evicted or asked to move? Yes No

Applicant driver's license number: _____ State: _____

Automobile make: _____ Model _____ Yr. _____

License Plate No _____

Personal References:

Name: _____ Phone (____) _____

Name: _____ Phone (____) _____

Tenant: Most Recent Employer _____ Phone (____) _____ Time There: _____

Additional Tenant: Most Recent Employer _____ Phone (____) _____ Time There: _____

Are you related to your current Employer? Yes No

Income Tax Filing Status: Single If Married: Joint Separate

Is applicant a student? Yes No Graduation date: ___/___/___

Is additional applicant a student? Yes No Graduation date: ___/___/___

Do you expect any additions to the household within the next twelve months? Yes No

I (the applicant) certify under penalties of perjury that the contents of this application packet are true and accurate. All information provided above is correct and I authorize verification thereof by credit report or otherwise.

Applicant Signature

_____/_____/_____
Date

Additional Applicant Signature

_____/_____/_____
Date

APPENDIX A: RESIDENT RULES

THE VIOLATION OF ANY OF THE FOLLOWING RULES MAY RESULT IN THE TERMINATION OF YOUR LEASE. DISCRETION WILL BE LEFT UP TO THE PROPERTY MANAGEMENT.

PLEASE READ CAREFULLY

1. **No smoking of any kind allowed on the property.** Do not smoke outside of the units, in the laundry facilities, on the stairways or the lawns, etc. If the Landlord or Manager at any time observes or smells smoke in or about your unit, you will be asked to vacate, and you will forfeit your security deposit. Do not burn incense at any time.
2. **No pets allowed.** This includes dogs, cats and domestic pets, birds in cages, and fish in aquariums. You will forfeit all of your security deposit if this rule is violated. ESA animals must be approved before move in.
3. **Parking shall be in designated spaces only.** Tenants with more than one vehicle must park along the street.
4. **Rent is due on or before the first day of each month.** Checks & Money Orders are to be made payable as directed by the management. In the event that rent is paid after the first day of any month or a bad check is received, a flat late fee of \$35.00 will apply. You are instructed to deposit your rent in the rent box on the complex premises. Leaving cash in the rent box is done at your own risk. You may also bring your rent to the management office at 216 South 200 West.
5. **No business ventures such as baby-sitting services, etc. shall be allowed on the property.**
6. **The storing of hazardous or dangerous materials such as gasoline or other flammable material is expressly prohibited.**
7. **The unlawful possession of firearms is prohibited.**
8. **Criminal conduct is expressly prohibited, including disorderly conduct on the property.**
9. **Excessive noise from stereos, musical instruments, tenants or their guests and other items outside of normal daylight hours will not be tolerated.** Recurrent complaints from neighbors could lead to the forfeiture of your lease and eviction from your apartment.
10. **Each tenant will be issued 1 to 5 keys at initial occupancy:** In the event that one of these keys is lost, another may be purchased for \$10.00 from Management. In addition, in the event that all the keys are not returned at the time of vacating the apartment, \$10.00 for each key will be withheld from the Security Deposit. If the manager is not available, the tenant, at his/her own expense, will get a locksmith to open the lock instead of breaking the lock or door.
11. **No waterbeds allowed.**
12. **Vehicles are not allowed on lawns or landscaping.** Do not wash cars on the lawns or in the parking lots. Do not repair car engines, change oil, etc. on the parking lots or streets. Management is not responsible for items that get wet when the sprinklers are running. Do not use any of the building's exterior water faucets.
13. **Portable washers & dryers are not allowed. This includes stackable washer/dryers in Northfield – it blocks the circuit Breaker panel.**
14. **Do not operate outside barbecue close to the building as it may melt the siding and create fire hazards.** The tenant will pay to have the siding repaired.
15. **If the Landlord or manager is not notified about needed repairs or cleaning in the apartment by the new tenant within 3 days after moving in, management will not refund money or give additional credit on your rent or security deposit return because you repaired or cleaned the unit yourself.**
16. **Each tenant that is occupying a rent subsidized unit will need to re-certify each tenant's employment at the end of each tenant's year.** The management will notify the tenant when this needs to be completed.
17. **Do not store items or flammable materials at any time in the water heater closet. Do not store any items within two (2) feet of the water heater. Also, do not cover the vent in the water heater room.**
18. **Southgate I & II Apartment tenants should check with their manager concerning their swamp coolers. If the water has**

not been connected, serious damage can occur to the cooler. The cost of repair will be the responsibility of the tenant.

19. **Only tenants who sign a lease agreement with landlord may reside in apartment.** Guest shall not stay for more than one night without prior approval from management.
20. **Use only 60-watt light bulbs in the light fixtures.** Higher wattage can cause damage to the fixture, and the tenant will be responsible for the repair cost.
21. **Do not use powder carpet cleaners or powder carpet deodorizers.** You will be charged extra for carpet cleaning when you vacate.
22. **It is suggested that you use "Jet Dry" or similar products in the dishwashers.** The dishwasher will then clean much better due to the hard water in this area.
23. **Do not put aluminum foil on stove drip pans or in oven.** The foil could result in an electrical short and can damage the oven/stove.
24. **Tenants are not allowed to paint, wallpaper, or put up borders in any room.** If you do we will charge you a minimum of \$100.00 per room.
25. **Do not pull smoke detectors from ceilings or walls – chirping means you need to change the 9-volt battery.** All hanging and missing smoke detectors can result in a \$10.00 to \$20.00 charge.
26. **Regular inspections will be done on all apartments. We expect the apartments to be clean and we need to have access To all closets, sinks, appliances smoke detectors and circuit breaker panels.**
27. **UPON VACATING YOUR UNIT, ANY CLEANING THAT WAS NOT COMPLETED BY THE TENANT WILL BE CLEANED BY A CLEANING SERVICE AT \$25.00 PER HOUR. THIS AMOUNT WILL BE DEDUCTED FROM YOUR SECURITY DEPOSIT.**
28. **DO NOT FLUSH, Q-TIPS, TAMPONS, PADS, DISPOSABLE DIAPERS DOWN TOILETS OR DRAINS.** If we have to snake your drains, it could result in a \$100.00 charge.
29. **DO NOT TURN OFF YOUR HEAT ANYTIME DURING THE WINTER ESP. WHEN YOU ARE OUT OF TOWN.** The pipes can freeze and cause major damage which will result in hefty charges for the damage repair.

NOTE: This list of rules may be amended or updated from time-to-time as contemplated in the Lease Agreement.

Tenant Signature

____/____/_____
Date

Additional Tenant Signature

____/____/_____
Date

You are responsible to have your power & gas connected when moving in and disconnected when you vacate. Below are phone numbers of various utilities.

ITEMS REQUIRED TO OCCUPY APARTMENTS

1. **Security Deposit in full. Once deposit is paid it's non-refundable if you decide not to move-in.**
2. **First month's rent or prorated rent as instructed by management office.**
3. **Proof of utility hookups: Rocky Mountain Power and Dominion Energy.**
4. **If subsidized: a) All documents as outlined in the Subsidy Requirement worksheet.**



LEAVITT LAND

& Investment, Inc.

216 South 200 West, P O Box 1027, Cedar City, UT 84721-1027

Phone: (435) 586-1558 * Fax: (435) 586-1510

The applicant, co-applicant, and any household member 18 years of age or older must sign the following statement/release.

I/we, by our signatures below hereby authorize Leavitt Land & Investment, Inc. and its staff or authorized representatives to obtain and verify any information or materials which are deemed necessary to complete the processing of this application. This authorization includes credit, medical records, criminal background information, rental history, and income, asset, and allowance verification. I/we do hereby certify that this will be my/our permanent residence and that I/we will not maintain a rental unit in a different location.

In compliance with the Fair Credit Report Act, this is to inform you that a credit investigation involving the statements made on this application for tenancy at this apartment complex is being imitated. I/we certify that to the best of my/our knowledge all statements are true and complete. I/we further authorize LLI to obtain credit reports, character reports, criminal reports, and rental history as needed to verify all information put forth in this application. I also waive any legal rights toward LLI in their reports or information.

Signatures:

Date: _____ Applicant: _____

Date: _____ Co-Applicant: _____

EMPLOYMENT VERIFICATION

TO: (Name & address of employer)

Date: _____

RE: _____
Applicant/Tenant Name

Social Security Number

I hereby authorize release of my employment information.

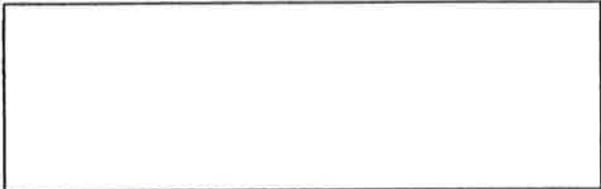
Signature of Applicant/Tenant

Date

The individual named directly above is an applicant/tenant of the federal Housing Tax Credit Program. Federal regulations (IRS Code Section 42) require that we must verify income in order that the anticipated gross income for the next twelve months may be calculated. The information provided will remain confidential to satisfaction of that stated purpose only. Your prompt response is crucial and would be greatly appreciated.

Sincerely,

Project Owner/Management Agent



RETURN THIS FORM TO:

THE FOLLOWING SECTION TO BE COMPLETED BY EMPLOYER

Employee Name: _____ Job Title _____

Presently Employed: Yes _____ Date Employed _____ No _____ Last Day of Employment _____

Current Wages/Salary: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

Average # of regular hours per week: _____ Year-to-date earnings: \$ _____ thru ____/____/____

Overtime Rate: \$ _____ per hour Average # of overtime hours per week: _____

Shift Differential Rate: \$ _____ per hour Average # of shift differential hours per week: _____

Commissions, bonuses, tips, other: \$ _____ (circle one) hourly weekly bi-weekly semi-monthly monthly yearly other _____

List any anticipated change in the employee's rate of pay within the next 12 months: _____; Effective date _____

If the employee's work is seasonal or sporadic, please indicate the layoff period(s): _____

Is employee eligible for unemployment compensation? _____ Yes _____ No If yes, how long? _____ How much? _____

Additional remarks: _____

Employer's Signature

Employer's Printed Name

Date

Employer [Company] Name and Address

Phone #

Fax #

E-mail

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

AFFIDAVIT OF NON-EMPLOYED STATUS

Date: _____

Unit #: _____

Applicant Name: _____ **SS#:** _____

In connection with your review of my application for unit # _____ at _____, I confirm that: (mark one box and fill in the blanks)

[]

- I am not now employed in any capacity.
- ***That I have no intention of becoming employed in the next 12 months.***
Reason: (i.e. student, retired, etc..) _____
- That I am not under any affirmative obligation to obtain employment.
- That I do not receive unemployment compensation or other benefits as a result of my non-employed status.

[]

- I am not now employed in any capacity.
- ***That I do intend to become employed in the next 12 months.***
- That based upon my education background, prior employment experience and career training, I anticipate earning \$ _____ over the next twelve months. I anticipate starting employment as a _____ on _____ earning _____ dollars per hours working _____ hours per week. In support of this estimate, I have submitted:
 - [] Previous year's tax return
 - [] Previous job and salary history
 - [] Other supporting documentation (describe) _____

Under penalties of perjury, I certify the above representation to be true as of the date shown above.

Resident Signature

Date

NOTE: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

Race and Ethnic Data Reporting Form

U.S. Department of Housing and Urban Development
Office of Housing

OMB Approval No. 2502-0204
(Exp. 5/31/2011)

Name of Property _____ Project No. _____ Address of Property _____

Leavitt Land & Investments Inc.
Name of Owner/Managing Agent _____ Type of Assistance or Program Title: _____

Name of Head of Household _____ Name of Household Member _____

Date (mm/dd/yyyy): _____

Ethnic Categories*	Select One
Hispanic or Latino	
Not-Hispanic or Latino	
Racial Categories*	One or More
American Indian or Alaska Native	
Asian	
Black or African American	
Native Hawaiian or Other Pacific Islander	
White	

***Definitions of these categories may be found on the reverse side.**

There is no penalty for persons who do not complete the form.

Signature

Date

Public reporting burden for this collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits and voluntary. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is authorized by the U.S. Housing Act of 1937 as amended, the Housing and Urban Rural Recovery Act of 1983 and Housing and Community Development Technical Amendments of 1984. This information is needed to be in compliance with OMB-mandated changes to Ethnicity and Race categories for recording the 50059 Data Requirements to HUD. Owners/agents must offer the opportunity to the head and co-head of each household to "self certify" during the application interview or lease signing. In-place tenants must complete the format as part of their next interim or annual re-certification. This process will allow the owner/agent to collect the needed information on all members of the household. Completed documents should be stapled together for each household and placed in the household's file. Parents or guardians are to complete the self-certification for children under the age of 18. Once system development funds are provided and the appropriate system upgrades have been implemented, owners/agents will be required to report the race and ethnicity data electronically to the TRACS (Tenant Rental Assistance Certification System). This information is considered non-sensitive and does not require any special protection.

Instructions for the Race and Ethnic Data Reporting (Form HUD-27061-H)

A. General Instructions:

This form is to be completed by individuals wishing to be served (applicants) and those that are currently served (tenants) in housing assisted by the Department of Housing and Urban Development.

Owner and agents are required to offer the applicant/tenant the option to complete the form. The form is to be completed at initial application or at lease signing. In-place tenants must also be offered the opportunity to complete the form as part of the next interim or annual recertification. Once the form is completed it need not be completed again unless the head of household or household composition changes. There is no penalty for persons who do not complete the form. However, the owner or agent may place a note in the tenant file stating the applicant/tenant refused to complete the form. **Parents or guardians are to complete the form for children under the age of 18.**

The Office of Housing has been given permission to use this form for gathering race and ethnic data in assisted housing programs. Completed documents for the entire household should be stapled together and placed in the household's file.

1. The two ethnic categories you should choose from are defined below. You should check one of the two categories.

1. **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
2. **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories to choose from are defined below: You may mark one or more.

1. **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
2. **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
3. **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."
4. **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
5. **White.** A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Tenant Responsibilities and Landlord Expectations.

To benefit all residents and to ensure general upkeep and proper maintenance of rented premises of each property with the knowledge and understanding of landlord expectations. Tenants agree to comply with the following Tenant Upkeep Responsibilities. These responsibilities will help maintain the general upkeep of each rented space.

1. Tenant and/or Co-Tenant understand the importance of the **No Smoking Policy** and respect other occupants who may not smoke. It is the responsibility of a smoking tenant to ensure the rules are followed by smoking away from other occupants' doors, windows and balconies. Not following this expectation by the landlord could lead to eviction.
2. Tenant and/or Co-Tenant understand the importance of the **NO Pet Policy**. It is the responsibility and expectation of the landlord for the tenant to communicate special accommodations such as an ESA animal. Failure to notify the office of an ESA animal will lead to a violation of your lease and could result in termination of your lease.
3. Tenant and/or Co-Tenant understand the importance of keeping the grounds of each rented space free of trash and debris. It is the expectation of the landlord that you will take out the trash in your rented space on a regular basis. When you take out the trash you will put the trash in the right receptacle provided to you by your landlord. Failure to maintain the upkeep of your property grounds could result in grounds cleaning fees equaling \$25 an hour.
4. Tenant and/or Co-Tenant understand the general upkeep and maintenance for the replacement of standard 40-watt light bulbs. These will be replaced by the current occupant(s) at the cost of the tenant(s) in the event one or more burn out.
5. Tenant and/or Co-Tenant understand the general upkeep and maintenance for smoke detectors. It will be the tenant(s) responsibility and cost to replace the 8volt battery of a smoke detector within normal reach. Any smoke detectors unreachable such as vaulted ceilings will be replaced by our maintenance team.
6. Tenant and/or Co-Tenant understand the general upkeep and maintenance for appliance light bulbs. If your appliance light bulb burns out it will be the responsibility of the current occupant(s) to replace light bulb at the occupant(s) cost.
7. Tenant and/or Co-Tenant understand the general upkeep and maintenance for snow removal. As your landlord we will provide the general removal of snow from parking lots and sidewalks. It is the responsibility of the occupant(s) to remove snow build up in front of your door. In some cases, a push broom has been provided for your convenience. If a broom is not provided. It will be the responsibility of the current occupant to purchase a snow removal tool. ***Please do not use salt at any time unless authorized by the landlord. You will be fined if you use salt of any kind.***
8. Tenant and/or Co-Tenant understand the importance of respecting your neighbors by keeping noise levels normal. Any excessive noise levels will lead to a violation of lease and could result in a termination of tenancy.
9. Tenant and/or Co-Tenant understand they need to invest in a plunger in the result of a clogged toilet. A plunger may come in handy if your toilet gets clogged. Ways to avoid having to use a plunger. **DO NOT** flush flushable wipes, feminine hygiene products, or anything that could result in a clogged toilet. In the result we come out to unclog your toilet and your clog is the result of one or more of these items, you may be charged a maintenance fee of \$25 per hr. each time our team has to come unclog your toilet because you failed to follow these rules.

10. Tenant and/or Co-Tenant understand how to use the maintenance line properly. It is the expectation of the landlord that each occupant treats the maintenance line respectfully. Meaning all occupants will call in to the maintenance line leaving your name, number and a detailed message of the repair needed or an issue that needs responding to. Also, you need to let the maintenance team know if it is okay for them to enter your space if they cannot reach you by phone when they respond to your call. Please allow ample time for a maintenance team member to call you back with a response to your issue. Our Maintenance team works Monday – Friday 8am to 5pm. Calls after 5pm and on the weekends will be handled the next business day. In the case of an emergency we do have a 24-hour line. Emergencies are defined as a condition that will result in damage to the premises and cannot wait until the following business day to resolve i.e. busted pipes, broken heaters. In these cases, call anytime. * Chirping smoke detectors do not qualify as an emergency. As it is the responsibility of the tenant to replace.
11. **Water Heater closet—NO STORAGE of any kind** can be kept in this closet with the water heater. This is a fire hazard and against safety code.
12. Tenant and/or Co-Tenant understand that if they are locked out of their apartment. There is a \$40 lockout fee that must be paid the following business day.
13. Tenant and/or Co-Tenant understand there is a \$75 fee for the purchase and/or replacement of an electronic key.

Tenant Signature_____

Date_____

Co-Tenant Signature_____

Date_____