



## RULES AND REGULATIONS

Name(s) of your Resident Manager(s) \_\_\_\_\_

Resident Manager's phone # \_\_\_\_\_ Apartment # \_\_\_\_\_

Resident Manager Office Hours \_\_\_\_\_

Address: \_\_\_\_\_

**A. PAYMENT OF RENT:** Rental payments are due on the 1st day of each month. **You have until midnight of the 3rd day of each month to receive your discount.** Your rent must be paid in full and your rent must be current to receive your discount. We do not allow partial discounts, nor do we allow postdated checks. **If your discount is lost, it must be paid by or with your next month's rent to avoid losing your discount again the next month.** A late charge will be assessed upon any portion of the rent which remains due after the fifth day of each calendar month. Always make checks payable to **Everett Apartments, never to your managers.** All payments should be made by check, money order, cashier's check or auto check from your bank. You may use any of the following methods to pay your rent: deliver it to your managers during their office hours, take it to the main office: 2165 Nord Ave. Suite #10, mail your rent to Everett Apartment's main office or pay online using AppFolio Portal e-check (debit or credit cards are accepted but additional fees apply). If all your rent is received or postmarked by the 3rd of the month you will receive your discount. If you are unable to pay your rent by the 3rd of the month, please call your manager or contact the main office to make arrangements for payment.

**B. NON SUFFICIENT FUNDS (NSF) CHECKS:** If your check is returned from the bank, not only will you be charged the maximum NSF fee allowable by law, you will also lose the discount on your rent. If your check is returned twice in a twelve month period, you will lose your check writing privileges. You will then be required to pay your rent with a money order, or cashier's check.

**C. SECURITY DEPOSIT:** Everett Apartments will hold the security deposit until possession of the leased premises has been received. Everett Apartments will return to the resident(s) the full amount of the deposit, less those amounts which are reasonably necessary to remedy any defaults in the payment of rent, to repair damages to the leased premises caused other than by ordinary wear and tear, to clean the leased premises, professional cleaning and/or repairs to the carpet, changing of the locks and for any necessary painting. At any time during the term of this Lease, Lessor may expend all or any portion of the security deposit for (1) the repair of damages to the premises, exclusive of ordinary wear and tear, caused by Lessee or by a guest or licensee of Lessee; or (2) for any other lawful purpose. In the event Lessor resorts to such security deposit, Lessee agrees to pay and deliver to Lessor as additional security an amount equal to that withdrawn or used by Lessor, so as to restore the security deposit to the amount set forth above. Lessee shall pay such amount to Lessor within thirty (30) days after written demand for such by Lessor, such demand to be accompanied by reasonable written evidence of the amount actually expended or withdrawn by Lessor from the security deposit. Resident(s) may not apply the security deposit towards their rental obligation without the prior written consent of Everett Apartments. Everett Apartments will return the security deposit to the resident(s) within the time and in the manner provided by law. Any refund of the security deposit shall be made in the form of **one check payable to all** of the residents on the lease and mailed to the last known address. For residents to receive separate security deposit checks, all residents need to provide a signed request in writing to Everett Apartments. By law, the security deposit will be sent to your last known (Everett Apartments) address if a forwarding address is not provided. The Security Deposit will remain on deposit with Everett Apartments until the premises are **completely vacated**. Residents will be charged rent as long as they have possession of the keys. If there are items left in the apartment you will be charged to have them properly disposed of. **If you mail in keys all keys must be returned within 24 hours or you will be charged rent for each day until keys are received in the mail.** Included in the Security Deposit is a deposit of \$10.00 for all of the keys that were given at the time of the move in.

**D. NOISE/PERSONAL CONDUCT:** It is your responsibility to control your conduct and that of your guests to ensure your neighbors' rights and comforts are not jeopardized. If your guests create any problems, you will be responsible to remove them from the premises and rectify the problem, including monetary damages. Guests' animals are not allowed, no matter how short their stay. **Noise is to be kept to a minimum at all times, especially before 8 a.m. or after 10 p.m. No playing of musical instruments is allowed at the residence if it causes a disturbance. No bands, subwoofers or DJ equipment is allowed.** No alcohol is allowed in the common areas. No kegs are allowed on the premises. No exhibition or signage of alcohol, drugs, or illegal activities are allowed on the premises. **No parties are permitted without the express written permission** of the management three weeks prior to the event. A "Party" shall be defined as "a gathering of five persons other than the occupants of the residence at a residence or in the common areas of an apartment community."

**E. DISTURBANCES:** We expect our residents and their guests to respect the privacy and property of other residents. All residents shall be entitled to quiet enjoyment of the premises. Resident shall not interfere with Owner/Agent in the performance of their responsibilities, make excessive demands upon Owner/Agent for assistance nor use profanity or inflammatory language in speaking with Owner/Agent, other Residents or other persons at the premises.

**F. WARNING NOTICES:** A written warning notice can be given for any violation of the terms of the Lease/Rental Agreement and all addendums'. Receiving four (4) violation notices in any twelve (12) month period (including 3 day pay or quit, 3 day comply or quit, and/or warning notices), may result in a thirty (30) day notice to quit. Serious violations and violations that cannot be remedied will not require four notices but will be dealt with on an "as appropriate, as necessary" basis. Some examples would be: nonpayment of rent, property damage, endangerment of life or safety of self or others, management problems, etc.

**G. ROOMMATES:** If one resident gives a 30-day notice (month to month lease), Everett Apartments may terminate the lease and have the apartment vacated. If it is agreed the resident shall be replaced the replacement resident must fill out an application, be approved and sign the rental agreement **before** moving into the residence. Resident(s) shall not sub-lease this lease, or any part of their interest therein, without prior written consent of Lessor.

**H. GUESTS AND OCCUPANCY:** Our occupancy standards are as follows: no more than two persons may reside in a studio apartment, no more than three persons may reside in a one bedroom apartment, no more than five persons may reside in a two-bedroom apartment. For each additional bedroom in the apartment, we will allow an additional two persons to occupy the apartment. **Guests are permitted for short stays of no more than ten days in any six-month period.** Occupants other than those authorized by the lease agreement that stay more than any ten consecutive OR non-consecutive days in any six-month period shall be considered as a breach of the contract. This may result in termination of the lease agreement, unless written guest permission is given. **Guests' animals are not allowed no matter how short their stay.**

**I. PETS:** No pets of any kind are allowed on the premises without written permission from Lessor and without Pet Agreement signed. **DO NOT leave food or water outside your apartment.**

**J. SMOKING: NO SMOKING.** Smoking is prohibited in all areas of the community including all rental units, patios/balconies, porches, entryways, and or any adjoining grounds. No Smoking within twenty-five feet of the buildings.

**K. COMMON AREAS:** Everett Apartments assumes no liability for items left in the common areas. Items left in the common areas are subject to disposal at owner's expense. Residents are expected to clean up after themselves. All trash including cigarette butts are to be disposed of in a garbage receptacle. There is a minimum \$75.00 charge for cleanup of refuse. **No alcohol is allowed in common areas.** If landscaping is damaged around your residence because of people walking on it, you could be held responsible; please use the sidewalks. Yard, carport and apartment sales are permitted only with written permission from Everett Apartments.

**L. BALCONIES, PATIOS, DOORWAYS AND YARDS:** Balconies, patios, doorways and yards are to be kept neat and clean and not used for storage. The only things allowed outside are live plants and exterior patio furniture as long as it does not impede the walkways. Park bicycles in the bike racks provided or store inside your apartment. Do not park and/ or lock bicycles to stairwells, carports, fences, trees or other appurtenances. **No personal Barbecues are allowed on the property.**

**M. PROPERTY DAMAGES:** If it is determined that the resident, residents' children, residents pets or residents guests have damaged any property of Everett Apartments, including but not limited to landscaping and appurtenances, you will be held financially responsible and it could jeopardize your residency. At no time is a resident allowed on the roof.

**N. CLEANING:** You are expected to maintain a clean and hazard free home. Not only is a dirty, cluttered home a health and safety hazard (pests, such as roaches, bed bugs & ants are attracted), maintenance crews or vendors may refuse to enter to make repairs. Failure to maintain a clean and hazard free home shall be considered a breach of your agreement and may result in termination of your rental agreement.

**O. TRASH:** A clean complex is a compliment to all. Do not drop trash on the grounds; dispose of it. Put trash in garbage bags before putting it into the waste container. Please double bag cat litter, pet droppings and disposable diapers. If you need to dispose of large items, such as furniture, you need to haul them to the dump. Please use the recycle bin to dispose of recyclable items. Hazardous waste needs to be properly disposed of at the proper facility (see addendum). You will be charged for the cleanup of any item not properly disposed of.

**P. VEHICLES:** Each apartment has a two-vehicle limit. Please park in a designated space and inform your guests where they are allowed to park. All vehicles illegally or improperly parked, or inoperable (including unregistered vehicles, vehicles with fluid leaks, broken windows, and vehicles that have not been moved for seven or more days) are subject to being towed from the premises; the registered owner will be responsible for all towing expenses. Vehicles that are improperly parked and/or parked in or blocking another resident's designated parking space or blocking fire lanes, driveways, or entrances is subject to towing. There are no recreational vehicles, trailers or commercial vehicles allowed to be parked on the premises. Please lock your vehicles at all times. Drive slowly when coming and going from parking lots or driveways. Our speed limit is 5mph in these areas. No repair or maintenance work is to be done on any vehicles on the premises. If your car leaks, remove it from our property until you are able to have it fixed. Leaking vehicles will be towed. You will be held responsible for fluid (oil, etc.) stains in your designated parking space, driveway or garage and shall be charged for the cleanup.

**Q. OUTDOOR EQUIPMENT:** Licensed Motorcycles and mopeds are to be parked in the designated parking areas only. Only street legal motorized vehicles are allowed on our property. All bikes must be operational and placed in bike racks, or must be stored inside the residence. All bikes improperly placed, or non-operational, no matter how short a time, are subject to having their locks cut and being removed at their owner's expense. Any personal property left in common areas will subject to being removed at their owner's expense; Lessor shall be held harmless for damages.

**R. SERVICE CHARGES:** There will be a **charge of \$75.00** to your account for every unsuccessful service call attempt due to inaccessibility caused by changed locks, appointments set and cancelled the day work is to be performed, **no one home during your appointment times**, unsanitary or unsafe conditions created by occupants. In addition, maintenance service calls for damages, which lessee is responsible for, or services not normally provided by Everett Apartments are charged at current hourly rates, minimum \$75.00 one-hour charge. Clean up after a resident is minimum \$75.00 charge. Cleanup may include furniture disposal, refuse clean up, gum, tobacco products, graffiti, etc.

**S. CARPETS:** You may want to clean your carpets from time to time; this can be done by a professional carpet cleaning company. We require upon vacating that the carpets in your apartment be **professionally cleaned**. When you are contracting with a professional carpet cleaning company, we allow only the steam extraction method of cleaning. If you contract to have your carpets cleaned upon vacating, you need to provide a copy of your receipt, which shows work performed and any guarantee the vendor provides. You will be responsible if the carpet does not meet our cleanliness standards, needs repairs or needs to be deodorized and/or decontaminated.

**T. PAINTING:** No painting of any type is allowed in the apartments. Please use only small picture hanging hooks to hang pictures. DO NOT use stick on hooks, mirrors or cork, etc. Do not put stickers or tape on doors, walls, windows or appliances. The paint we use is expected to last at least three years. You may lightly clean flat paint with a mild cleaning solution. Our semi-gloss and glossy paints are fully washable. If the paint is found to be marred, damaged or has excessive wear at the time you vacate, you will be charged on a prorated basis for touch-up and/or repainting. Nicotine residue on walls and ceilings requires additional preparation, at resident(s) expense.

**U. WINDOWS, SCREENS AND DOORS:** It is your responsibility to repair or replace any broken or damaged screens or windows at your residence as soon as possible. Any broken or damaged screens or windows that are not replaced or repaired by you will be repaired or replaced by Everett Apartments and charged to your account. You are also responsible for broken doors, door jams or thresholds. You are responsible no matter how any screens, windows, doors, door jams get broken including break-ins. Due to security/safety concerns, windows, doors, and door jams will be replaced immediately by Everett Apartments if not addressed by the resident. We do not provide screens for doors/sliding glass doors. **Lessee shall not publicly display any sign or exhibit on the premises without prior written consent of Lessor. No blankets, shades, window coverings, door coverings, pictures and or any organization affiliations can be displayed in windows. The only thing visible from the exterior should be the blinds in windows to look uniform throughout the property.**

**V. GARBAGE DISPOSAL:** To avoid costly repairs, do not use your disposal as a trash compactor. Put only soft food wastes down the disposal with the disposal in the operating mode and with plenty of cold water running. Items such as string, bones, celery, fruit pits, melon rinds and corn cobs will not go through the garbage disposal. Proper operation is essential for both your safety and the continued operation of the garbage disposal. Never try to dislodge the garbage disposal yourself: call a professional. Service calls for repairs or of a disposal from improper use will be charged to the resident.

**W. DISHWASHERS:** Scrape and rinse food from dishes prior to loading them into the dishwasher to prevent drain stoppages. Use the correct amount and type of dishwasher soap. Never use dish soap or laundry soap. Many of our dishwashers are equipped with an energy saving option. Using this option will create a significant difference in your PG&E bill. If water is coming out of the overflow into the sink, this is an indication that the line is backing up. If your apartment has a disposal, run the disposal before running the dishwasher. Items in the disposal will cause the dishwasher drain to be clogged. If there is an overflow from this vent it should be reported immediately. Repairs due to improper use will be charged to the resident.

**X. REFRIGERATORS:** To ensure maximum performance from the refrigerator you are required to clean the rubber door gaskets. This has an added benefit of not providing habitat for unwanted pests. Over-packing your freezer will result in poor freezer performance.

**Y. PLUMBING:** Facial tissue, paper towels, sanitary napkins, tampons, baby wipes, disinfect wipes, cigarette butts, Q-Tips, condoms, cat litter and plastic items are not to be flushed down the toilet. The only items that should be put down the toilets are human waste and toilet paper. Anything else can and will cause the toilet to back up. Do not pour grease down the drains. Please do not use commercial drain openers at any time. You are responsible for the charges to clear plumbing stoppages if it is determined that the stoppage originates from improper usage or is caused by resident (including hair clogs).

**Z. SMOKE DETECTORS/FIRE SAFETY:** You are required to check your smoke detector once a month by pushing the test button. Notify Everett Apartments if a low battery charge or malfunction is indicated. If your smoke detector is very sensitive contact our office, we may be

able to move it to a more appropriate location. Please note the location of any fire extinguisher at your apartment complex. \*\*\*Note: Tampering with smoke detectors, fire alarm systems or fire extinguishers' are against the law! It is punishable by a fine from the fire department. No personal BBQ's are allowed.

**AA. ELECTRIC:** Please report any electrical malfunctions or problems immediately. Please keep your use of extension cords/power strips to a minimum as it may cause electrical problems. When you move in, you will be provided with light bulbs. However, it is your responsibility to replace all light bulbs while you live in the apartment and upon moving out. Only replace light bulbs with the same type of lightbulb that is in the fixture. Use extreme care when using candles or open flames.

**BB. LOCKS AND PEEPHOLES:** All door locks are changed prior to you moving in. We install peepholes at no charge. You must have written permission to change locks. In addition, **Kwikset locks will need to be used; no other lock will be accepted.** You will be required to provide five (5) keys to Lessor if you change the locks yourself. **If you choose to install a privacy knob on a door, (5) keys to the door knob need to be provided to management. Keys must be given to management immediately for entry to the room in case of an emergency. All knobs should be returned to the original knob prior to moving out. Any knobs missing, incorrectly installed, any damage caused to the knob, the door frame and the door will be charged to the account or taken out of the security deposit.** There is a \$25.00 charge for each lockout call; there is a \$10.00 charge for each duplicate key issued; there is a minimum \$75.00 charge to change locks. Our policy is not to issue keys to anyone other than those on the lease.

**CC. PHONE SERVICE:** Lessor shall provide one working phone outlet of Lessor's choice. This outlet will be a standard operating outlet and may not be compatible with all phone sets. It is the resident's responsibility to make sure their phone set is adapted to be compatible to the phone jack provided. Location of the operating outlet is at Lessor's discretion. Although there may be more than one phone outlet in an apartment, only one phone outlet shall be maintained by Lessor. When phone jack service is requested by the resident, they need to request the phone company to designate the terminals in the phone service box, as to which apartment number they go to AND must provide the phone number to Lessor of terminal/jack being serviced.

**DD. LAUNDRY:** After each use take care to wipe down the washing machines and clean the lint trap in the dryer. Do not use dyes and tints in the machines. Do not leave clothes unattended in the machines; clothes left may be disposed. Everett Apartments is not responsible for loss or damage to your clothes. Use the laundry facilities at your own risk. If the machines are not working properly, please notify the laundry company. The name and number of the company should be posted in the laundry room: **North Valley Laundry 530-345-0656.** Give them the machine number which can be found on the front of the machines. Please close the door to the laundry room after you leave. Do not use the laundry room before 8 a.m. or after 8 p.m.

**EE. PEST CONTROL:** If you have a pest infestation, please advise Everett Apartments as soon as possible. Everett Apartments uses Coreylee Pest Control. The phone number is 345-5582.

**FF. STORAGE:** You are required to return storage units empty and clean. You will be charged a daily cost after you vacate if items are left in the storage unit. You cannot keep illegal or unauthorized items in your apartments. You cannot keep illegal or unauthorized items in your storage units. Such items would be, but not limited to any flammable liquids, corrosives, explosives, materials subject to spontaneous combustion, fire arms, ammunition, etc.

**GG. INSURANCE:** Our insurance covers only buildings and contents belonging to the property owner. Our insurance does not cover personal property of our residents or their guests. **To protect your belongings and liability you should purchase a Renters Insurance Policy.**

**HH. SAFETY:** We have taken many precautions to ensure both your privacy and your safety. It is necessary for you to share in this responsibility. Know your neighbors! Know who should be around your home and who shouldn't. Know the emergency numbers for your area and keep them accessible. Never hesitate to call Everett Apartments/911 in the event of an emergency. Never hesitate to report suspicious activity in the community to the police or your managers no matter what time of day or night it occurs. You are expected to act in a safe manner, blatant disregard for your safety or the safety of others can result in the termination of your lease agreement. Do not tamper with safety or security equipment or devices. Report hazards to management. Residents or guests are never allowed on the roof.

**II. REPORTING PROBLEMS:** Please remember to inform Everett Apartments of any maintenance problems at your residence/community. Any problem not reported at once which causes extra damage or overtime costs will be at your expense. If you contract work done without Everett Apartment's authorization you are responsible for the costs.

**JJ. MODIFICATIONS:** We reserve the right to make modifications. Modifications are effective when you receive written notice of the modifications or when they are posted in a mailbox, office or laundry area.

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Date

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