

## RENTAL RULES, REGULATIONS & RESPONSIBILITIES

Landlord requests that you put in writing any item that concerns the health, safety, and/or habitability of your unit. Such notification should be sent immediately by certified mail (return receipt requested) to our office or by personal delivery, with written confirmation that it was received by us. In every instance, Landlord will work to immediately remedy the situation.

1. **RENT:** Landlord expects one (1) check for the total amount of the rent each month. Rent is considered late after the 1<sup>st</sup> day of the month and will be assessed a late fee. Checks returned as NSF (non-sufficient funds) will be charged \$25.00. Thereafter, rent will need to be paid in cash or money order. **SECURITY DEPOSITS** cannot be used as payment of your rent. Tenant must provide a forwarding address to First Property Management in order to receive refund of security deposit. Security Deposits will be refunded 30 days after tenants have vacated the apartment upon the (a) completion of the lease, (b) apartment has been returned to its original condition and (c) apartment has been inspected by the Landlord's representative.
2. **SUBLEASING:** Lessee may sublease apartment subject to Lessor's approval of new Tenant. Lessee will be charged \$100 for preparing and changing any records. Sublets are subject to the approval of the Lessor and all remaining Lessees. We at no time guarantee the re-rental. If you are unable to sublet your unit you are responsible for the lease until it terminates. Failure to report a sublet or roommate change will result in a \$200.00 fee.
3. **OCCUPANCY:** The premises shall only be occupied by those Tenants who have signed both the application and lease for any apartment. Occupancy, by another person is not permitted, except upon written consent from Landlord.
4. **APARTMENT SHOWINGS:** After notification from Tenant to Landlord that Tenant is vacating the apartment and/or will not be renewing lease for said apartment, the Landlord or agent of Landlord may show said premises to parties wishing to rent them between the hours of 9:00 a.m. and 6:00 p.m. daily, Monday through Saturday. Tenants will be given a 24-hour notice before showing.
5. **CARPET CLEANING:** All carpets must be professionally shampooed prior to vacating by a professional carpet cleaning service using the extraction method only. Receipt for cleaning must be given at the time of inspection. Carpets must be cleaned prior to your move out inspection unless other arrangements have been made through the office. Failure to do so will result in a \$200.00 fee charged in addition to the cost of the carpet cleaning.
6. **NO PARTIES:** A party will result in an automatic fine of at least \$300.00 plus damages and/or eviction at Landlord's discretion.
7. **ALCOHOL:** No alcoholic containers larger than two (2) gallons allowed (kegs, etc.). Violation will result in a fine of at least \$200.00.
8. **INSECTS & PESTS:** Tenant is responsible for expense of extermination of all insects and other pests in their dwelling unit if Tenant is found to be the cause of the problem. Landlord must be notified in writing if they need help mitigating.
9. **BED BUGS:** Landlord will mitigate at the expense of the Tenant. Tenant shall notify Landlord in writing immediately any issues regarding bed bugs. Exterminator will ask Tenant to prepare for the mitigation and to follow all regulations and specifications to remedy the situation. It shall be the responsibility of Tenant to notify Landlord in writing if problems persist.
10. **INAPPROPRIATE BEHAVIOR:** Profane, obscene, loud language or inappropriate behavior and conduct are absolutely prohibited. Tenant obligates himself/herself and their guests not to do or permit to be done anything that will annoy, harass, embarrass or inconvenience any of the other Tenants or occupants in said or adjoining premises. The Landlord may terminate Tenant's lease for: Criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other Tenant's household or any other person under the Tenant's control.
11. **UTILITIES:** Utilities, for which Tenant is responsible, are to be transferred **PRIOR** to occupancy and remain in Tenant's name for the duration of the lease period. If Tenant fails to do so and Landlord receives a utility bill, there will be an additional \$75 fee charged to Tenant. Use utilities provided by Landlord in a reasonable and not wasteful manner. Landlord does not guarantee availability of cable TV (if provided by Tenant) or phone service.
12. **NOISE:** All musical devices/instruments, televisions, radios, etc. shall not be played or operated at an unreasonable volume at any time and shall not be audible outside the leased premises between 10:00 pm and 8:00 am. Each Tenant is required by his/her lease to conduct himself/herself in a manner that will not disturb a neighbor's peaceful enjoyment of the premises.
13. **GARBAGE DISPOSALS, DRAINS & WASTE PIPES:** Tenant is responsible for all drains and waste pipes in unit including the cost of clearing any partial or complete blockage occurring during occupancy. Tenants are responsible for simple clearing of garbage disposals using reset button and/or Allen-hex wrench. Calls to our office for this service will result in a \$25.00 charge. Be careful no pop can tabs, silverware, grease, coffee grounds, food, toys, etc. go down drains.
14. **DAMAGE TO PROPERTY OR EQUIPMENT:** Tenant shall be responsible for damage to property or equipment caused by himself/herself or others to the interior or exterior of their unit whether due to negligence, carelessness, misuse or other causes. This includes but is not limited to appliances, interior/exterior doors, locks, windows, screens and blinds. **All damage should be reported promptly and will be repaired by Landlord at the expense of the Tenant.**
15. **RENTER'S INSURANCE:** Landlord is not an Insurer of Tenants person or possessions. Landlord shall not be liable for personal injury or death of Tenant, Tenant's family or guests or damage or loss of Tenant's personal property for any cause whatsoever. **LANDLORD STRONGLY RECOMMENDS TENANT OBTAIN OWN INSURANCE**
16. **NO PETS ALLOWED:** Pets are strictly forbidden in all designated NO PETS buildings. Pet sitting is also prohibited. Tenant shall be subject to a \$300.00 fine for any unapproved pet seen in their apartment as well as removal of said pet. Upon second violation, Tenant shall be subject to eviction. Any damage incurred by a pet will be at the expense of the Tenant.
17. **WATERBEDS:** Waterbeds are not permitted in any of the premises, except upon written consent from Landlord.
18. **LIGHT FIXTURES:** Light bulbs are furnished at the time of occupancy. Thereafter, Tenants will replace all bulbs at Tenant's expense. The Tenant must make sure that all bulbs are working and of the same wattage as originally provided at the time of checkout.
19. **SMOKE DETECTORS:** Smoke detectors inside the apartment are provided by the Landlord with operational batteries at the time of occupancy. Thereafter, it is the responsibility of the tenant to periodically test the detectors and replace batteries when necessary. Smoke detectors are considered permanent fixtures and must be operational at all times. Failure to have the detectors at the time of final checkout will result in a \$50.00 charge per detector and \$10.00 per battery.





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## Addendum to Rules Page

### Residents of 121 Beach, 205 Beach and 210 Gray

1. Smoking of cigarettes, pipes or cigars is not permitted in dwelling units or the interior common areas of the buildings. Tenant(s) acknowledge that it can cause damage to the unit, which may be in the form of burns, stains and odors offensive to non-smokers or similar damage. This type of damage will not be considered ordinary wear and tear, but will be treated as damage for which the Tenant(s) will be responsible. Treatment of the damages may require deodorizing, sealing and painting surfaces and repairing or replacing carpet. Tenants who smoke outside of the leased dwelling shall dispose of all smoking materials (i.e. butts, empty packs, matches, etc.) in appropriate waste disposal receptacles. Improper disposal will result in a \$100.00 fine. If it is unclear which unit the material is coming from, Landlord reserves the right to divide the penalty among the units surrounding the offending material.
2. No additional refrigerators or freezers are permitted in the leased dwelling without written consent from the Landlord. Tenants found to be in violation of this Article will be assessed a \$100.00 penalty.
3. There is a limit of six (6) people at any one time on a balcony. Misuse of the balconies (where applicable) will result in the immediate and permanent locking of the access doors, preventing any access to the balcony. Throwing of objects, urinating, verbal harassment, or other public nuisance activities will constitute misuse of the premises. Any reliable reports we receive regarding such misuse will be considered a serious offense and the Landlord reserves the right to lock said balcony after the first offense. Reliable reports may come from the City of Ames, Ames Police, the Department of Public Safety, a patrolling security company or other reliable third party.
4. At 205 Beach there is to be no one and nothing out on the railing at any time under any circumstances.
5. First Property Management is not responsible for any towing costs, theft or damages, if any, that occur in the parking lot or as a result of towing.

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