

KIRKWOOD VILLAGE EAST AND WEST TENANT POLICIES AGREEMENT

Kirkwood Villages East and West are built primarily to be occupied by Kirkwood students. If at any time during your lease, you are no longer a student, please contact our office. Your change in status alone will not affect your current lease agreement with Kirkwood Villages East and West.

The purpose of the Tenant Policies is to ensure the resident's right to the quiet enjoyment of their leased premises. We are offering these tenant policies to promote a pleasant and desirable environment in which to live. The rules are not designed to infringe on your rights but are meant to develop a set of guidelines, which we can enforce in a fair and consistent manner.

1. **RENTAL PAYMENTS:** Rent is due in full on the first day of each month. All payments must be made by check or money order made payable to Kirkwood Village East or West, no cash will be accepted. Payments may be made in person or by mail to our office located at 610 Kirkwood Parkway SW, Suite E, Cedar Rapids, IA 52404. A late fee of \$40.00 will be charged and due as additional rent for rent payments received after the fourth of each month. Mailed payments postmarked the fifth or thereafter will be late payments. Partial rent payments will not be accepted. A \$20.00 NSF fee will be charged for all returned checks plus any late charges that apply. We will not redeposit NSF checks. Personal checks will not be accepted after an NSF.
2. **OFFICE HOURS:** Office hours are 8:00am to 5:00pm Monday through Friday. Please conduct all routine business during these hours. Emergency calls will be taken 24 hours a day any day at (319) 841-9291.
3. **SECURITY DEPOSIT & MOVE-IN REQUIREMENTS:** All security deposits must be paid in full before the rental application will be processed. Before unit keys can be issued, the resident and their guarantor must sign the lease and rental forms, and any rent due must be paid in full. It is important to document damages to the rental unit at move-in using the inspection form provided. This form is used as the basis for comparison when you move out.
4. **OCCUPANCY & GUESTS:** All occupants are required to sign the lease prior to occupying the property. Only those signing the lease may reside in the unit. New residents must be approved by management PRIOR to move-in. Residents are responsible for the conduct of guests, invited and uninvited, and must make guests aware of proper conduct while on the property. Each individual resident and each individual guest are limited to five (5) overnight visits per month. Longer visits require advance permission from Kirkwood Village Management. Anyone receiving mail at this address will be considered to be an occupant; allowing an unauthorized occupant is a violation of the lease terms. If there are any vacant spaces in your apartment, management will make random inspections to verify that the space(s) remain(s) vacant. If any items are found in vacant bedrooms, all remaining roommates will be assessed rent for the vacant space beginning the first of the month in which the room was found to be in use. Unauthorized **PETS** are not allowed anywhere on the premises. No guest pets on the grounds or in the apartments.
5. **CONDUCT: NO ILLEGAL ACTIVITIES** permitted on these premises; no illegal drugs, no consumption of alcohol by anyone under the legal drinking age. Possession/use of illegal drugs is grounds for eviction. **ALCOHOLIC BEVERAGES** are not allowed in the common areas of the property. If you are under legal drinking age you may not have alcohol in your apartment. If management observes residents or their guests in possession of alcohol in the common area of the complex, regardless of the person's age, each resident of the apartment that is present will be assessed a \$75.00 administrative fee, payable within seven days of the violation. The fees will also apply to alcohol violations by underage drinkers **INSIDE** your apartment. Security is provided with a list of all resident's birthdates. Fake ID's will be confiscated. **KEGS** (including empty kegs), party balls, loud or large parties are not allowed. Operate television, radio, stereo, etc. within normal hours and at reasonable volume levels. Please be as considerate of your neighbors as you would have them be considerate of you. Common areas are to be used in passage only; no congregating or loitering permitted in the building entranceways, hallways, or in any area surrounding a building. Residents with alarm systems in their vehicles must be available to turn them off if needed. If you are leaving the property, you will need to arrange for someone else to monitor your alarm. In order to maintain a safe environment and to avoid excessive noise, residents are prohibited from skateboarding, rollerblading, using Frisbees, footballs, basketballs, etc. except in designated areas. If you experience problems with your neighbors, we suggest that you first try personally asking them to quiet down. If that fails, contact management and we will contact the resident manager or security guard when available, or instruct you to contact the police if needed. If we receive a complaint on an apartment, or if management observes a resident or their guest in violation of these noise regulations, the resident may be warned or cited by management or security. Each time you are found in violation we will document the incident in your file. If the offense is severe, you may receive a written notice from management or security at the time of the incident. Severe or habitual violators will be served a Seven Day Notice from Management. Failure to correct the problem within seven days or a second offense of the same nature within six months may result in eviction.
6. **SUBLEASING/RE-RENTAL:** To be released from a lease agreement, a new tenant must sign a new lease (with guarantor, if required), all other necessary forms, and pay a security deposit. When all necessary documents are signed and a new security deposit is received, the original tenant's lease will be terminated on the commencement date of the new lease. The original tenant's security deposit will be returned within 30 days after the new tenant moves in, minus any damages, fees, or balances due. Landlord will assist in re-letting by making reasonable effort to find a new tenant. However, **TENANT WILL BE RESPONSIBLE FOR ALL EXPENSES OF SUBLETTING.** This includes decorating, repairs, replacements, advertising, and **AN ADMINISTRATIVE FEE OF \$100.00** for performing the necessary details of the transaction.
7. **RENEWAL OF THE LEASE:** During the spring semester, forms will be distributed for notifying management of your plans to renew or terminate your lease at its expiration. Not all requests for renewal will be granted; residents with violations of the lease and/or rules may be denied. If you indicate your intention to terminate your lease, or fail to respond by the deadline, your space will be re-rented without notice. Failure to give a notice to vacate may result in liability for rent past your original lease expiration date.
8. **MOVING OUT:** Management will conduct an inspection of the rental unit after all roommates whose leases have expired have vacated the apartment. The inspection will be conducted at a time convenient to the assigned property inspector from Kirkwood Village Management. If you vacate more than 30 days prior to your lease expiration you may request a special inspection. We will compare the move-in and the move-out inspections to determine charges. When the lease is terminated, resident is to return to management all unit and mailbox keys, and provide a forwarding address. If all keys are not returned, you will be charged the cost of re-keying locks and key replacement. This charge will be deducted from your Security Deposit along with any other charges for damages other than normal wear and tear. Professional carpet cleaning is required at move-out and management must approve the vendor.
9. **OUTSIDE APPEARANCE:** Please do your part to maintain an attractive, safe place to live. Trash must be bagged and placed inside the dumpster provided. Please notify management if you have any disabilities that would impair your ability to place your trash in the dumpster. You must make your own arrangements for disposal of discarded furniture, tires, auto batteries and oil. Do not leave these items in your unit at move-out or in or around the dumpster. Tires and batteries should be traded at point of sale and may not be left in trash or rental units. Residents will be required to follow any requirements imposed by the trash haulers in regards to recycling or trash separation. Failure to follow requirements may lead to fines, which will be assessed to residents. If complaints on individual apartments are made or if the management sees any trash disposed of in any place other than the dumpster, a warning may be issued to the residents of the apartment and a \$15.00 administrative fee will be assessed. There will be a \$30.00 administrative fee for subsequent offenses. Do not collect paper sacks or empty cans as they can attract insects.
10. **CLEANING & MAINTENANCE:** Residents are required to keep their unit in a clean and sanitary condition. Apartment doors and exterior areas should not be inscribed or marked in any way, except that the resident shall immediately place his or her name in the appropriate places to assist visitors and mail delivery. Fire code forbids litter or obstruction in furnace rooms, stairways, and exterior walkways. Management may remove and dispose of items found in any building common area. Residents are not permitted to make any repairs themselves, or to authorize anyone other than management to make repairs. If maintenance work or repairs are required, the resident should advise management. Management will make prompt and proper arrangements to have

the work completed. If the problem is due to the resident's negligence or abuse, the resident will be charged for repair labor and materials. You will be notified of any charges, which will be due and payable with the following month's rent payment.

- A. **BULBS & BATTERIES:** Light bulbs and smoke detector batteries are furnished when a new resident first moves in to the unit. When bulbs burn out, the resident is responsible for replacements. Use 60-watt or smaller bulbs in enclosed fixtures, and 40-watt appliance bulbs in refrigerators, stoves, and in oven hoods. Larger wattage bulbs can scorch light shades and stove hood light lenses. A charge is made for missing, incorrect wattage or burnt out bulbs when a resident vacates. Residents are responsible for testing and replacing smoke detector batteries.
 - B. **WATER LEAKS:** Residents shall keep all faucets closed and report all leakage to management. By neglecting to do so residents are responsible for the resulting damage.
 - C. **DAMAGE:** Residents shall not bore or mar floors, woodwork or plaster. Do not use countertops as a cutting board or place hot pots or pans on counter.
 - D. **FIRE SAFETY: No grills are permitted.** Smokers should exercise caution when smoking and refrain from smoking in bed or while drowsy or intoxicated. No smoking is allowed in units assigned to non-smoking roommates. **No Smoking** permitted in the building common areas or on the exterior walkways of any building. Tampering with and/or disconnection of smoke detectors, sprinkler systems, electrical panels or emergency lighting is prohibited and constitutes a breach of these rules and is a violation of state law. Residents are responsible for making certain that fire extinguishers are not discharged unnecessarily. Discharged extinguishers will be billed to the resident and must be reported to management immediately. No temporary wiring or extension cords, except extension cords with breakers which run directly from the outlet to the appliance and that do not run under carpets, rugs, through doorways or walkways. Resident shall not knowingly overload the circuitry of dwelling unit. No storage of gasoline, kerosene or other flammables of any kind within the unit. No kerosene heaters are permitted.
 - E. **DRAINS:** Residents are responsible for the cost of clearing plugged toilets, drains and garbage disposals. Tampons may not be flushed down the stool. Residents are required to have a plunger and to use it prior to requesting assistance in clearing clogged stools. Take care not to flush foreign objects (i.e. toothbrushes, Q-tips, paper towels, sanitary napkins, etc.) down the stool. Garbage disposals will not take grease, cigarette filters, corn silk, raw meat, melon rinds, plastic, metal or any fibrous materials. Do not attempt to clear clogged lines using Drano or similar products.
 - F. **WINDOWS & SCREENS:** Windows must be closed during winter and rain to prevent damage to window coverings, walls and carpets. Screens must be left in place at all times. No signs, laundry, blankets, etc. may be hung from windows or balconies. Do not leave unsightly objects on your window ledge (beer cans, etc.).
11. **SERVICE CALLS:** The landlord or his agents shall have the right to enter the unit at reasonable hours to inspect or make repairs and alterations provided a 24-hour notice is given to resident. If you are at home and have any doubt about the identity of maintenance personnel, contact our office prior to admitting them into your unit for clarification. **IN AN EMERGENCY, THE LANDLORD OR HIS AGENTS HAVE THE RIGHT TO ENTER THE UNIT WITHOUT PRIOR NOTICE OR PERMISSION.**
12. **ALTERATIONS TO PREMISES:** Residents may not make room alterations, including painting, wall papering, or paneling, and may not remove, exchange, or replace any fixtures or appliances without prior written permission from management. **NO LOCKS, chains, or alarms shall be changed or added to any door except by management.** Residents may use reasonable numbers of small nails to hang pictures on the walls. No tape, adhesive fasteners, screws, or poster putty. **NO TAPE, PUTTY, TACKS, NAILS, SCREWS, ETC. ON DOORS! NOTHING ALLOWED ON CEILINGS!** Wall mounted bookcases and desks are not permitted.
13. **PARKING:** Only one vehicle per resident is allowed (including motorcycles). Resident parking permits are required to park in the lot. Residents must register their vehicle with management in order to receive their permit. Only vehicles owned by resident or parent may be registered as a resident vehicle. Permits may not be applied to non-resident vehicles. All vehicles must be registered or are subject to towing or ticketing without notice at owner of vehicle's expense and liability. Any changes in vehicle registration must be reported to management. A \$20.00 administrative fee will be charged for replacement parking permits. If you change vehicles you must remove your permit from your old car and return it to management for a replacement permit. Parking is only allowed in areas marked for parking, this includes motorcycles. Improperly parked vehicles (in fire lanes, on lawn, blocking right of way, etc.) are also subject to towing without warning. Motorcycles & mopeds are not allowed inside apartments. No stored, derelict, disabled, or badly leaking vehicles allowed. No semis, large trucks, trailers, campers or recreational vehicles (snow mobiles, ATVs, etc.) allowed on the premises. No major car repairs are to be done on the premises. Cars may not be washed on the premises. No squealing tires, honking or unsafe driving. Management reserves the right to regulate all vehicle parking spaces. This includes the towing or removal of any vehicle, which in the opinion of management, detracts from the appearance of the apartment community. **VISITOR PARKING:** Residents are responsible for notifying guests of all parking lot rules. If space permits, guests may park in the lot from 8:00am to 8:00pm. After 8:00pm, guests must park elsewhere. No overnight visitor parking. We expect you to use common courtesy and respect when parking.
14. **SAFEGUARDS:** Residents are responsible for safeguarding their own apartment. Do not give keys to persons not on the lease for your apartment. Residents will be charged for damaged screens and forced entry doors, including break-ins. Apartment doors must be kept closed except when used in passage. Do not exceed 1,500 pounds of combined weight on unit balcony.
15. **INSURANCE:** Loss or damage to your furniture, furnishings and other personal effects is not covered by Landlord, Owners, or Management's insurance. We require proof of renters insurance or coverage under parents' homeowners policy.
16. **VANDALISM:** In any and all circumstances the management of this complex will pursue the prosecution of all vandals to the fullest extent of the law. Management may choose to offer rewards for information. Vandals will be charged the amount of the reward in addition to damages and other charges.
17. **LOCK-OUTS:** If you are locked out during office hours, contact our office to see if a spare key is available. If so, you may borrow the spare key at no charge with proper identification. If a spare key is not available or if you are locked-out after office hours, you will be charged a \$25.00 lock-out fee if we provide lock-out service. Payment is due in full at the time of service. If a staff person is not available you will need to make arrangements with a locksmith at your own expense.
18. **VIOLATIONS:** If residents or their guests are found in violation of any of these rules or the terms of the lease, a written notice may be issued by management. If the situation is not corrected, or if it reoccurs, you may be served with a Notice to Vacate the apartment.
19. **AMENDMENTS:** The management reserves the right to revise or make other rules and regulations as may be deemed advisable for the safety, care and cleanliness of the premises, and for the preserving of good order therein.

TENANT HEREBY AGREES TO ABIDE BY THE ABOVE TENANT POLICIES AGREEMENT

Tenant: _____

Date: _____

Guarantor: _____

Date: _____

Kirkwood Village Management: _____

Date: _____