MARCELLUS FLATS - TENANT RULES & REGULATIONS

The following rules and regulations are for the benefit of all tenants and will be enforced. Our goal is to make this a happy and pleasant home for all who reside here. The cooperation of all tenants and their household members is expected and greatly appreciated.

RENT COLLECTIONS

1. Rent is due and payable in advance on the first day of each month. If rent is not paid on or before the tenth day, a delinquent notice will be delivered to the TENANT. The TENANT agrees to pay a late charge of fifty dollars ($50.00). In addition, a Two Dollar ($2.00) per day charge will be assessed beyond the fifth (5th) day of non-payment.
2. If rent is not paid within three (3) days after the "Notice of Delinquent Rent" notice has been delivered, eviction will commence.
3. A $30.00 administrative fee will be charged for checks returned by the bank for insufficient funds. This will be in addition to the late charge.
4. The terms of any rent extension will be spelled out in writing, signed by both parties and a copy retained by each. If the rent is not paid on the date set forth in the extension, the TENANT will be served an eviction notice as soon thereafter as possible.
5. Rent must be paid by check, or money order (or online if available through the City payment portal).
6. TENANT may deliver such payment utilizing the City Utility Drop Box or processed through electronic bill-pay.

   Checks payable to: **City of Franklin**
   % Marcellus Flats
   619 15th Avenue, Franklin, NE 68929
7. TENANT will pay Court costs and other fees incurred for the collection of rents or due to eviction.

UTILITIES

1. Water, sewer, refuse, gas, electricity, and basic WiFi internet services are provided.
2. The Tenant must contact the local preferred Company for telephone and cable.

PET POLICY

1. One pet, defined as a domesticated dog or cat not weighing more than 40 (forty) pounds or one small aquarium with non-dangerous fish, is allowed upon completion of the Pet Agreement & Policies.
2. The nonrefundable Pet fee is required upon approval of the pet..

ANTENNAS

1. No antenna of any description shall be installed on the buildings or hung from the windows.

GARBAGE

1. TENANT shall deposit all garbage, trash, and rubbish in the receptacles provided by the OWNER.

2. Containers are to be kept at the location provided and in the designated space.
3. The local sanitation department will pick up the garbage on a regular basis.
4. Please keep the area around the garbage cans as clean as possible.
5. Large items that do not fit into the receptacles are the TENANT'S responsibility to properly dispose and may not be left beside the garbage receptacle.

PARKING

1. Off-street parking for up to two vehicles per unit is available for the TENANTS.
2. Do not park on 15th Avenue under any circumstances as that is designated for daily business patron use.
3. Do not obstruct the sanitation service's pick-up area or the utility company trucks that may be working in the area.
4. No car repair is allowed in the parking area.
5. Inoperable or unlicensed vehicles or parts shall not be stored in the parking area.
6. Two-wheel motor vehicles are subject to the same rules as automobiles.
7. RV's, boats, personal recreation vehicles, etc. are not permitted for parking beyond a 24-hour period on the premises and must be stored offsite.

APARTMENT MAINTENANCE

1. TENANT shall keep the premises in a clean and sanitary condition.
2. Apartment doors should be kept closed in consideration of other tenants. An effort should be made at all times to be considerate of other tenants, particularly with regard to loud television sets, music, or conversation, especially after 10:00 P.M. and before 7:00 A.M.
3. TENANT, members of their household, and visitors shall comply with all laws and City Ordinances affecting the use or occupancy of the premises.
4. TENANTS shall not conduct nor permit loud parties or noisy activities in their dwelling, or in any manner create any disturbances, which cause annoyance or discomfort to other tenants or to the community.
5. The OWNER will not be responsible for any lost or stolen articles or personal property, including mail left with any employee.
6. Household or other property must not be stored outside the dwelling unit.
7. When you are absent from your apartment, **all doors should be locked.**
8. Contents of your apartment should be adequately covered by renter's insurance.
9. TENANTS should notify the Property Manager before leaving on an extended trip.
10. TENANTS should notify the OWNER immediately when the Rules and Regulations are being violated.
11. TENANT shall notify the OWNER promptly of the need for any repairs to the premises. Such problems requiring **immediate** notification may include plumbing leaks or malfunctions, and any problems with electrical outlets, switches, light fixtures, or appliances.
12. Preventive and corrective maintenance services will be provided in accordance with state and local codes.
13. TENANTS are responsible for replacing light bulbs in their apartments or appliances after initial occupancy, in the bathrooms and closets. Those light fixtures more than 8 feet high in the common living space and bedrooms will be replaced by OWNER. Contact the OWNER/Property Manager to replace these light bulbs.
14. Plumbing, electrical or gas burning equipment shall not be used for any other purposes than those for which they are intended.
15. Flammables, gasoline, or solvents shall not be kept in the dwelling unit.

16. TENANT shall display no signs, nor any articles of any description be hung from the windows or doors or placed on the exterior windowsills. Nothing shall be thrown from the windows nor swept outside or thrown out the doors of any dwelling unit.
17. TENANTS are not to install additional major appliances unless approved in writing by the OWNER.
18. Children are not to play in designated parking areas.
19. Parents are liable for any damage their children may cause.
20. Children's playthings and personal property may not be stored or left in the parking areas or sidewalks with the exception of up to two bicycles per unit kept in the bicycle rack, if one is provided.
21. TENANT will be responsible for damage caused by nails or pre-drilled wall hangers. Use small nails or picture hangers to hang wall ornaments.
22. Tubs and showers must be cleaned with non-abrasive cleaners to prevent damage to surfaces.
23. Garbage disposals, if provided, should be used with care. Do not put such items as corncobs, potato peels, banana peels, celery, or other fibrous material in the disposal, as they will clog the line. Tenant will be responsible for damage or maintenance as a result of clogs.
24. **NO SMOKING:** Smoking is prohibited within the interior of the Hutchins Building and **all** apartments. Smoking shall mean carrying a lighted cigar, cigarette, pipe, E-Cigarettes, or any other lighted smoke equipment. Smoking will be permitted in the designated area only and must be a minimum of 25 feet from all entry ways as required for all public housing units. Discarding any smoking materials on property grounds is prohibited.
    a. Smoking inside the premises may result in a damage cleaning fee for each occurrence and will be grounds for eviction.

CARPET MAINTENANCE

1. Carpeting in the apartments should be vacuumed at least once a week.
2. TENANTS are responsible for any carpet damage.
3. Spot cleaning on spills should be done immediately for best results. Use only products made especially for carpets. Do not use ammonia, bleach, or other strong household cleaners intended for hard surfaces.
4. Carpet will be professionally cleaned upon vacating the unit, with a minimum $75 deducted from the deposit for normal cleaning. Additional charges will be deducted from the deposit if carpet is damaged beyond normal wear and tear.

APPLIANCE MAINTENANCE

If any appliance begins to malfunction the TENANT must notify the OWNER immediately to have the appliance properly serviced and must not attempt to repair the appliance on their own.

1. Regular cleaning of the oven is necessary with manufacturer's instructions followed.
2. Clean the top burners/glass tops of the kitchen range as they become soiled.
3. Exhaust fan screens on the range hoods should be removed regularly and washed in warm, soapy water to remove any grease build-up.
4. Clean the refrigerator as necessary. Do not use sharp instruments when defrosting the freezer; let the ice melt at room temperature.
5. The air conditioner filter will be cleaned and/or changed bi-monthly during the operating season by maintenance personnel who will schedule access with the TENANT.

6. Washing machine door should remain open when not in use to allow to air dry and prevent mold growth. Run a cleaning cycle and wipe down the gasket around the door to ensure proper sealing and prevent odors as necessary.
7. Dryers should be maintained to ensure proper use by clearing the lint screen after every load, periodically vacuuming out the lint screen compartment, and make sure the exterior exhaust vent is not obstructed.

HEATING AND PLUMBING MAINTENANCE

1. Thermostats should not be turned below 55 degrees during cold weather as it may cause pipe damage.
2. Windows must be closed at night during cold weather months to avoid pipe damage.
3. Notify the OWNER immediately of any problems with heating or plumbing systems.

KEYS

Key(s) to Apartment issued: **2 unless otherwise specified**

1. Additional keys may not be made by the tenant but may be requested.
2. If a key is lost, the charge of changing out the locks will be assessed to the TENANT.
3. Upon vacating the apartment units, the TENANT shall return to the OWNER all keys provided during the term of the tenancy. A minimum of fifty dollars ($50.00) will be charged for each key not returned by the TENANT.

ALTERATIONS

1. Without prior written approval of the OWNER, the TENANT **shall not**:
   (1) Paint, wallpaper, or otherwise redecorate or make alterations, additions, or improvements in or to the property;
   (2) Install a washing machine, dryer, air-conditioning unit, or any other electrical equipment or appliance;
   (3) Place fixtures, signs, or fences in or about the premises.
2. The TENANT is not authorized to change door locks or install additional door locks.

ABANDONMENT

1. In the event the TENANT is absent from the property for five (5) consecutive days while in default of rent, TENANT shall, at the option of the OWNER, be deemed to have abandoned the property and any remaining personal property of the TENANT shall be considered abandoned and may be disposed of by the OWNER according to State Law.

GUESTS

1. TENANTS are permitted to have guest(s) visit their household; however, an adult person(s) making recurring visits or one continuous visit of 14 days and nights in a 45-day period without the consent of the management will be counted as a household member(s). Rent may be adjusted accordingly. Income verification will be required for the additional household member.

MOVING-OUT

1. TENANTS are expected to return their apartment in a clean and rentable condition. You will be requested to accompany the Owner/Manager on the move-out inspection. This will help avoid misunderstandings on damages being assessed against your deposit.

2. A Move Out Inspection Checklist will be provided upon notice to the OWNER you plan to vacate.

"I have read and understand the above Tenant Rules & Regulations of the City of Franklin's Marcellus Flats and agree to abide by them."

Tenant Printed Name	Signature	Date

Co-Tenant Printed Name	Signature	Date