

PARK  POINT
AT RIT

Management Office
400 PARK POINT DRIVE
ROCHESTER, NY 14623
585-272-2525

www.parkpointrochester.com

LEASE AGREEMENT

BETWEEN

_____, Tenant

Print Name

Date

Permanent Address

AND

Wiljeff, LLC, Landlord

For: Apartment Number _____
Park Point at RIT, Rochester, NY

Terms and Conditions

This Lease Agreement (“Lease”) is a binding agreement between the Tenant and Wiljeff, LLC. By signing this Lease, the Tenant agrees to abide by the terms and conditions of this Lease and by all the rules and regulations set forth within the Park Point Rules and Regulations (copy attached hereto). This Lease holds you (the Tenant) personally responsible for the obligations contained herein.

Tenants residing at Park Point Apartments are expected to conduct themselves in a manner appropriate to an apartment community living environment. Tenants must abide by the terms and conditions set forth within the Park Point Rules and Regulations.

I. Lease Term**Starting Date:** _____**Ending Date:** _____

The Lease Term shall be for a period of ____ months. The Lease Term shall commence on _____(Starting Date) and shall end at 12:00 Noon on _____(Ending Date). This Lease is a binding agreement and Tenant is liable under the terms of this Lease for the full Lease Term. Tenant will not be released from liability under this Lease due to school withdrawal, suspension, expulsion or transfer, business transfer, loss of job, marriage, divorce, loss of co-tenant, bad health, or for any other reason, except for involuntary military service. Tenant may not occupy the Apartment until the Lease and any required Guaranty or other documents have been completely executed and delivered to Landlord. If Landlord determines, in its sole discretion, that the Apartment is not ready for occupancy by Tenant on the Starting Date of the Lease Term, Tenant shall be excused from paying Rent under the Lease for that period of time from the Starting Date of the Lease Term until the Apartment is ready for Tenant's occupancy. If the Apartment cannot be occupied by Tenant, Landlord will have the right to terminate this Lease or to provide Tenant other accommodations within or outside of Park Point in which event this Lease shall continue with respect to such other accommodations until the Apartment is ready for occupancy. Under no circumstances will Landlord be liable to Tenant for any damages, of any kind, caused by or related to the failure of the Apartment to be ready for occupancy on the Starting Date of the Lease Term or at any time thereafter.

II. Rent

The Rent due for the entire Lease Term is \$ _____. Rent shall also include any other charges identified in this Lease as "Rent" or "Additional Rent". Rent and Additional Rent is payable in one of the following payment options:

Service Fee (\$150.00) is due upon Landlord's receipt of the signed Lease.

Payment Plan Options - Please check one:

Payment of \$ _____ is due upon Landlord's receipt of the signed Lease and the balance of \$ _____ shall be paid as follows:

_____ Equal payments of \$ _____ due on the 1st day of _____ and the 1st day of each month thereafter until paid in full.

If Rent is not paid in accordance with the terms set forth above, Landlord will commence with the removal of the Tenant.

This Lease does not automatically renew upon expiration of the Lease Term designated. In order for Current Tenants to remain in their current room, they must contact the Management office and submit a Lease renewal form, along with a signed lease. Apartments are filled on a first come basis. Current Tenants must reserve early or risk losing their current room assignment. Landlord may accept or deny any such renewal request at its sole discretion.

Rent checks (or money orders) shall be made payable to Wiljeff, LLC. Payments may be dropped off in person at the Management Office, or may be mailed to the Management Office at the following address:

Wiljeff, LLC
Park Point Management Office
400 Park Point Drive
Rochester, NY 14623

Rent is due on the specified dates in the amounts shown above. Any Rent received more than three (3) days after the due date shown above (the 1st of every month for the monthly option) is subject to a Fifty Dollar (\$50.00) late fee which shall be due as Additional Rent. Tenant agrees to pay a Fifty Dollar (\$50.00) charge for each returned check, plus any and all late charges that may accrue due to the returned check. If Tenant has more than one check returned, Landlord may thereafter require all monies to be paid in the form of a cashier's check or money order. Tenant's right of possession and all of Landlord's obligations are expressly contingent on prompt payment of Rent and use of the Premises by Tenant is granted only on the condition that Rent is paid on time. Rent is an independent covenant and all monies received by Landlord shall be applied to Rent regardless of notations on checks. At Landlord's option, Landlord may at any time require that all monies due be paid in either certified check, cashier's check, money order, or one monthly check rather than multiple checks.

If Tenant fails to pay Rent or Additional Rent due under this Lease, Landlord will give Tenant a three (3) day notice to pay or vacate Premises (excluding weekends and holidays). Should Tenant fail to pay in full, Landlord will refer the matter to an attorney to proceed with eviction. Landlord will not accept partial payment of Rent or Additional Rent, and the notice will remain in force if the Tenant gives an NSF check. Should Tenant elect to vacate the Apartment, Tenant continues to remain liable for all Rent and charges due through the balance of the Lease Term. Tenant is responsible to pay all court costs and attorney's fees in an eviction suit, or for any other legal action commenced by Landlord for the enforcement of the terms and conditions of this Lease.

Payments shall be applied first to any unsatisfied charges, late fees, repairs, or other fees owed by Tenant, and then to Additional Rent that is owed, then to Rent. Rent payments will be applied to the earliest date owing.

III. Non-Refundable Service Fee

Tenant is required to pay a one-time non-refundable Service Fee in the amount of One Hundred Fifty Dollars **(\$150.00)**. This payment is for services associated with this Lease and is due upon Landlord's receipt of the Tenant signed Lease. Payment is non-refundable; however, it shall be returned if Landlord does not sign the Lease or Lease to the Tenant.

IV. Leased Premises

This Lease entitles Tenant to exclusively occupy one furnished bedroom (referred to herein as your "Bedroom" or "Room") in a _____ Bedroom apartment within the tenant apartments known as Park Point at RIT, located adjacent to the Rochester Institute of Technology in the Town of Henrietta, County of Monroe and State of New York. Tenant has the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which Tenant has access without going into another Bedroom, including the bathroom, living room, kitchen, and where applicable, laundry facilities within the apartment (the "Common Areas"). Tenant's Bedroom, the other Bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the "Apartment". In addition, Tenant has the right to non-exclusive use of those areas of Park Point to which all tenants have general access.

Apartment Number _____

V. Eligibility

Only applicants who have completed a Park Point Apartment Application; have submitted the required Service Fee **(\$150.00)** and Application Administrative Fee (\$75.00); have read and acknowledged the Park Point Rules and Regulations; have read and acknowledged the Park Point Lease; and have been accepted and assigned to a Room, are permitted to reside at Park Point.

VI. Room Assignments

All Tenants must reside in their assigned Bedrooms and are prohibited from switching Bedrooms or permitting any part of the Room to be shared by persons not assigned by Landlord. Any Tenant who chooses to switch Bedrooms or Apartments without Landlord's approval may be charged Two Hundred Dollars (\$200.00) which shall be payable to Landlord as Additional Rent.

Consideration will be given to requests for Room changes after the second week of the Lease Term. No changes in Room assignments may be made without Landlord approval. Landlord reserves the right, upon proper notification, to assign a new occupant to fill a vacancy, to make changes in Room assignments, and to reassign, relocate, or remove a Tenant from the Park Point Premises.

VII. Arrival Procedures

Tenants may not occupy or deliver items to their Apartments prior to the official notification to do so. Requests to allow the early arrival of specific Tenants must be made in writing to the Landlord. Upon arrival, ALL Tenants must report to the Management Office, where keys and further instructions will be issued.

VIII. Departure

When leaving the Apartment or changing Rooms at any time of the year, all Tenants must complete the following procedures in order for their Room to be considered vacated:

- Remove all personal belongings
- Remove all refuse and discarded material and leave the Bedroom and Apartment as clean as it was upon move-in
- Return all issued Access Cards, Bedroom and mailbox keys and complete appropriate forms
- Complete forwarding address information

Any and all property not removed from the premises by the lease term end date shall be deemed abandoned by the Tenant. Landlord shall have the right to remove and dispose of said property at the Tenant's sole costs and expense.

Those Tenants who wish to withdraw from Park Point prior to the Lease Ending Date must submit a request in writing as soon as possible. Requests to withdraw must include all supporting documentation. Approval of withdrawal is subject to Landlord's review and sole discretion. Tenants who are approved for early withdrawal must check out appropriately, otherwise charges shall continue to accrue.

IX. Medical/Accessible Housing Needs

A Tenant in need of specialized housing due to a physical disability must provide current documentation from a licensed physician which confirms the disability and recommends specialized housing. Landlord will make every effort to accommodate such requests, as space allows.

X. Responsibility for Room use

Each Tenant must complete and sign an Apartment Condition Report provided by the Landlord within forty-eight (48) hours of occupying any Room, either on original assignment or following a Room change. This form, when countersigned by Landlord, is the basis for assessment of any damage and/or loss attributable to the Tenant at the termination of occupancy. Failure to complete, sign and return the form will result in the Tenant's assumption of responsibility for any damage evident in the Room.

Tenant assumes full responsibility for the Apartment furnishings and agrees to return the same in as good condition at the Ending Date as they were upon the Starting Date, subject to normal usage and reasonable wear and tear.

Where two or more Tenants occupy the same Apartment and where determination of specific responsibility for the damages or losses has not occurred, an assessment will be made against both or all Tenants equally. Charges will reflect actual cost as determined by Landlord. A list of items most commonly billed and the cost is available upon request.

Landlord understands and respects a Tenant's right to privacy. However, when safety, repair, or emergency maintenance issues arise, Landlord reserves the right to enter and inspect any Apartment and make repairs where necessary without notice. Landlord reserves the right to enter and/or inspect any Apartment at all times without notice when a Tenant is suspected of a violation of the Park Point Rules and Regulations.

- (i) **Assessment of charges for Room/Apartment damages or losses.** Tenants responsible for damage or losses will be billed by Landlord. An attempt will be made to identify Tenants responsible for loss or damages. Failure to identify responsible Tenants will result in an equal assessment to all Tenants associated with the Common Areas.
- (ii) **Furniture Removal.** Furniture must be left in the Apartments to which it has been assigned. Tenants who move furniture from assigned areas will be billed One Hundred Dollars (\$100.00) for the return of the furniture to its assigned area.
- (iii) **Lost or Stolen Keys.** If a key is lost or stolen, Tenant must notify the Management Office. Tenant will be billed for the cost of re-keying the door in an amount to be determined by Property Management and for replacement room keys in the amount of Twenty Dollars (\$20.00) per key. The cost to replace the mailbox key is Twenty Dollars (\$20.00). If a new lock set should be required, the fee is Two Hundred Dollars (\$200.00). Keys returned at check out that are not the same keys issued at move-in will also necessitate the re-keying of the door with assessment of charges to the Tenant responsible. All keys remain the property of Landlord. Duplication is strictly prohibited.

XI. Maintenance and condition of facilities

All Tenants have a responsibility to help in maintaining the cleanliness of Apartments and will be expected to clean up after themselves in Apartments and Bedrooms as well as in Common Areas. Regular maintenance and/or painting by Landlord's personnel and/or contractors may be scheduled in Rooms, Apartments and Common Areas while facilities are occupied. When possible, advance notice will be given.

- (i) **Inspections.** Landlord reserves the right to inspect Apartments and Rooms for safety,

sanitary, security and maintenance purposes. In all cases where the health, safety or welfare of a person may be in danger or in cases where Landlord's property is jeopardized, the Landlord and/or staff may enter an Apartment or Room immediately and without notice. Announced inspections will occur at least twice annually. Procedures will be communicated in advance. In addition, the Landlord reserves the right to search without consent, search incidental to arrest, and to search by warrant.

- (ii) **Repair Work.** Repair work in Apartments will be scheduled in advance with Tenants. Advance notice will be given, except in the case of emergency repairs.
- (iii) **Room and Apartment Painting.** Apartments are painted on a regularly scheduled basis. Tenants are prohibited from painting Apartments and Rooms. The Landlord reserves the right to authorize painting of Apartments, while occupied and/or partially occupied, as deemed appropriate.

XII. Personal Property Losses and Claims

Landlord is not responsible for lost, damaged and stolen personal property of Tenants. The Tenant holds Landlord harmless against all such loss. Tenants have the responsibility of keeping their rooms (including windows) locked at all times. Landlord urges all Tenants to invest in adequate personal renter's insurance.

XIII. Utilities

Landlord will furnish the following utilities (through independent third party providers) if checked (X): X cable TV, X electricity, X gas, X water, X sewer, X garbage removal, X internet, X telephone. If Landlord detects or suspects Tenant's abuse or waste of any utilities paid by Landlord, or if there is an increase in a utility's rate, Landlord has the right to notify Tenant of an increase in the Base Rent and after the date of such notice, Tenant is required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. Tenant must comply with all rules and regulations of the cable, telephone and internet service providers. Landlord will not be liable for any interruptions, surge or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption or discontinued use as a result of Tenant's violation of any of the rules or regulations of the cable, telephone and /or internet service providers.

XIV. Assignment and Subletting Prohibited without prior Landlord Consent.

The Tenant shall not have the right at any time or times to sublet any part or parts or the whole of the Apartment without the prior written consent of the Landlord. The Tenant shall not have the right to assign, transfer or otherwise dispose of this Lease or any interest therein, or to suffer or permit the use or the occupancy by any other person of the whole or any parts of the Apartment at any time during the Lease Term without the Landlord's prior written consent. Landlord requires sublet fee of \$100.00 to be paid by original Tenant. Failure to obtain Landlord's prior written consent for any sublet, shall result in a \$250.00 fee for Landlord's costs of the sublet, which shall be immediately payable as additional rent.

XV. Refunds and Adjustments

After a Tenant has signed a Lease, no adjustment is available for the balance of that Lease Term, unless the Tenant receives written approval from Landlord. Any request for early Lease termination must include third party documentation sufficient to substantiate reasons for early termination. Approval of withdrawal is subject to Landlord's

review and sole discretion. Landlord will try to work with the Tenant under the circumstance and to sub-lease the Apartment or make other arrangements as necessary. In approved cases, Room charge adjustments are prorated on a weekly basis- the week beginning on Sunday and ending on Saturday. Tenants who are approved for early withdrawal must check out appropriately, otherwise charges shall continue to accrue.

Withdrawal at any time due to active military service or circumstances beyond the control of the Tenant may result in a pro-rated refund. Sufficiency of such reasons is at the sole discretion of the Landlord.

XVI. Release from Lease

Failure to check into an Apartment, reside in the assigned Bedroom, or pay Room charges does not release a Tenant from the obligations of this Lease. Except for Tenants who are released from the Lease (in writing), Tenants who fail to move into their assigned Room will be billed in full, in accordance with the Lease.

Tenants who have occupied a Room and then move out prior to the Lease Term End Date without being officially released from this Lease (in writing) will be billed in full in accordance with the Lease.

XVII. Termination of Lease by Landlord

If Tenant fails to pay Rent or Additional Rent on time, Landlord may terminate this Lease. In addition, Landlord may terminate any Tenant's Lease at any time at the discretion of Landlord for reasons of health, safety, security, conduct and/or damages, excessive filth, or for the failure to comply with the Park Point Rules and Regulations or the terms and conditions of this Lease.

Without duty to provide any specific services, Landlord reserves the right to take necessary and appropriate action to protect the safety and wellbeing of the community. This includes the right to terminate this Lease should a Tenant fail to maintain the Apartment in good order or violate any of the terms hereof.

If this Lease is terminated due to Tenant's default and breach of the terms and conditions of this Lease, or upon termination of the Tenant's right to possession without termination of this Lease, or in any other manner whatsoever, the Tenant shall at once surrender possession of the Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry, without waiving Landlord's rights to rent or other rights given Landlord under this Lease or at law or in equity.

If the Tenant does not remove all effects from the Premises as in this Lease provided, Landlord, at its option, may remove any or all of said effects in any manner that Landlord shall choose and store same without liability for loss thereof, and Tenant will pay the Landlord, on demand, any and all expenses incurred in such removal and storage of said effects for any length of time during which the same shall be in possession of Landlord or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to the Landlord, including the expenses of removal and sale.

In the event this Lease is terminated for any of the reasons set forth above in this Section XVII, Landlord may collect from Tenant any and all Rent and Additional Rent that is due from the Tenant for the balance of the remaining Lease Term, as well as any other loss or damage Landlord may sustain by reason of any breach and any diminished value of said Premises resulting from said breach, including reasonable attorneys fees, disbursements and, if applicable, court costs.

XVIII. Miscellaneous

- (i) A decision by Landlord to not enforce any rule or regulation or terminate any Tenant's occupancy shall not act as a waiver of Landlord's right to enforce such rule and regulation in the future. No Tenant shall have the right to enforce these rules and regulations against another Tenant.
- (ii) If an opening occurs in an Apartment, the remaining Tenants within that Apartment will be expected to accommodate another roommate from the Wait List. Tenants are expected to welcome new roommates in a hospitable manner. Tenants who have an empty bed in their Apartment are expected to maintain the space in such a manner as to allow another Tenant to move in immediately. Tenants may not expand to fill all space in an Apartment making it inhospitable to another Tenant.
- (iii) Landlord reserves the right to inspect Rooms, Apartments and contents by its authorized personnel at any time for the purpose of administering the provisions of this Lease. Tenants should be aware that they are responsible for what occurs in their Bedrooms and Apartments whether or not they are present and such knowledge shall be imputed to them.
- (iv) The Park Point Rules and Regulations attached hereto are subject to change by Landlord in its discretion by posting such in the building or by providing Tenant with written notice.
- (v) This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of New York. Tenant further agrees that for purposes of litigation arising between the parties hereto, that the venue for any action shall be laid in Monroe County, State of New York.

XIX. Security Deposit

Tenant has deposited or will deposit with Landlord the sum of \$0.00 as security for the faithful performance and observance by Tenant of the terms and conditions of this Lease. It is agreed that in the event Tenant defaults in respect of any of the terms and conditions of this Lease, including, but not limited to, the payment of Rent and Additional Rent, Landlord may at its option use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any such Rent or any sum as to which Tenant is in default or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms and conditions of this Lease, including, but not limited to, any damages or deficiency in the re-security; and it is agreed that the provisions hereto shall apply to every transfer or assignment made of the security to a new Landlord.

All monies received pursuant to this provision shall be deposited in an interest bearing Tenant security deposit account at M&T Bank. At the end of the Lease Term, Landlord shall refund to Tenant any portion of the security deposit which has not been applied pursuant to the terms of this Section XIX provided the Tenant has faithfully performed all its obligations hereunder and has surrendered the Premises and paid all rent and other charges due hereunder.

XX. Notices

Any notice or communication which Landlord may desire or be required to give Tenant shall be deemed sufficiently given or rendered if sent by regular mail, or to Tenant at Tenant provided email address, or by personal delivery or by posting such notice on the front door of the Apartment. Notices from the Tenant to the Landlord should be in writing and delivered to the Management Office.

XXI. Entire Agreement

It is understood and agreed that this Lease (which includes the Park Point Rules and Regulations) contains the entire agreement between Tenant and Landlord and is intended as a final expression and complete statement of the terms and conditions thereof. No oral statements nor prior written matter extrinsic to this Lease, including any information on a website or printed literature, is a part of this Lease or shall have any force or effect. Landlord's representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and have no authority to make promises, representations or agreements which impose duties or other obligations on Landlord unless done in writing and signed by Landlord.

The undersigned agrees to the following terms and conditions:

Only Tenants assigned to a given Room may reside in that Room. This Lease is not assignable by the Tenant without Landlord approval. Landlord may assign this Lease without notice to the Tenant. Tenant may not sublet the Apartment without the Landlord's prior written consent.

The signors of this Lease agree that he/she will abide by all of the terms and conditions of this Lease and the policies and regulations as they appear in the Park Point Rules and Regulations attached hereto and which shall be fully incorporated herein by reference. The signor also confirms the following:

- a) I have paid a Service Fee in the amount of **\$150.00** as required to be placed at Park Point;
- b) I have paid an Application Fee in the amount of \$75.00 as required to be placed at Park Point;
- c) I understand that by signing this Lease, I am committed to occupancy in Park Point for the period specified within this Lease;
- d) I agree to the terms and conditions of this Lease;
- e) Authorization is hereby granted to Landlord to obtain a consumer credit report through a credit reporting agency chosen by Landlord. I understand and agree that Landlord intends to use the consumer credit report for the purpose of evaluating my financial readiness to lease an Apartment.

Date

TENANT:

BY: _____

Tenant Signature

NAME: _____

Print Name

**LANDLORD:
WILJEFF, LLC**

BY: _____

TITLE: GENERAL MANAGER _____

SAMPLE

GUARANTY TO LEASE AGREEMENT

**In Reference to
Lease Agreement
BETWEEN**

_____, Tenant

AND

Wiljeff, LLC, Landlord

Dated the ____ day of _____, _____

THIS DOCUMENT MUST BE NOTARIZED

I, _____ (“Guarantor”) am the parent/legal guardian of _____ the above named Tenant, and hereby unconditionally guaranty, covenant and agree to and with Landlord, that if default at any time be made by the said Tenant in the full prompt and complete payment of any and all Rent, or other charges payable under this Lease, on the Tenant’s part to be paid and the prompt, faithful and complete performance of all the terms and conditions of this Lease, that the undersigned will well and truly pay the said Rent or other charges that remain due unto said Landlord until the expiration of the Lease Term.

Guarantor does hereby waive notice of any and all defaults on the part of Tenant, waives acceptance and notice of acceptance of this Guaranty, and waives all demands for payment or performance. Guarantor agrees that no delay on the part of Landlord in enforcing any of its rights or remedies under this Lease or this Guaranty or by insisting thereupon, nor any extension of time nor any changes or modifications in or to, or in connection with this Lease, shall in any way limit, affect or impair the liability of Guarantor hereunder; and Guarantor hereby expressly consents to and approves thereof with the same force and effect as though its written consent had been given to each of such delays, extensions, changes and/or modifications.

This Guaranty is independent of and in addition to any security or other remedies which Landlord has or may have for the performance of any of the obligations on the part of Tenant under this Lease. Guarantor agrees that Landlord shall not be required to resort to any other security or other remedies before proceeding under this Guaranty, but that Landlord may proceed hereunder against Guarantor at any time it sees fit, independently of or concurrently with any other remedies it may have under this Lease or at law or in equity.

It is understood that the liability hereunder of Guarantor shall continue for and during the entire Lease Term (subject to the limitations set forth above) notwithstanding any assignment of this Lease or subletting of all or any portion of the Premises demised under this Lease. If this Guaranty is executed by two or more individuals, the liability of said individuals executing this Guaranty shall be joint and several.

Int. _____

This Guaranty shall be binding upon the undersigned, the undersigned's successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns and to the benefit of any successor to the interest of Landlord under this Lease or to the real property in which the Premises demised under this Lease are situated.

The undersigned consents that any action may be commenced under the laws of the State of New York and/or any provision of this Lease and/or this Guaranty.

Authorization is hereby granted to Landlord to obtain a consumer credit report through a credit reporting agency chosen by Landlord. I understand and agree that Landlord intends to use the consumer credit report for the purpose of evaluating my financial readiness to guaranty this Lease.

This Guaranty is given irrespective of any lack of validity of this Lease or any other agreement or instrument relating to this Lease or any other circumstance which might otherwise constitute a defense to this Guaranty.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument this _____ day of _____, 20__.

Relationship to Tenant: _____

Guarantor Address: _____

Guarantor Phone: _____

Guarantor Email: _____

BY: _____
Guarantor Signature

NAME: _____
Print Name

Sworn to before me this
_____ day of _____, 20__

Notary Public

PARK POINT



AT RIT

RULES AND REGULATIONS

1. FIRE SAFETY

All tenants must evacuate the building when a fire alarm sounds. Failure to cooperate or to evacuate during a fire alarm; causing of a false alarm; inappropriate behavior which results in the activation of a fire alarm system; tampering with, damaging or removing fire hoses, extinguishers, exit lights, sprinklers, heat/smoke sensors, extinguisher boxes or alarm covers, or any other fire safety apparatus is strictly prohibited and may result in disciplinary action, which could result in the loss of housing. The use of any open-flamed devices such as hookahs, pipes, candles, sternos, incense, and kerosene lamps is prohibited. The following are also prohibited: natural trees; wreaths; paneling; wallpaper or similar coverings; open-element or liquid-fueled (kerosene, propane, gas) space heaters; and hazardous trash accumulation. Any false alarm resulting in Fire Department response will result in a \$100 fine. Repeat offenders will be subject to eviction.

FLAMMABLE FURNISHINGS AND DECORATIONS

Furniture, decorations, and other items that increase the flammability of the tenants' rooms and apartments may be prohibited at the discretion of Property Management. Excessive amounts of combustible wall decorations are particularly dangerous in that they may promote rapid flame spread in the event of fire.

GENERAL FIRE INFORMATION

- Covering or removal of Smoke Detectors is strictly prohibited and a violation of the Town Fire Code. The first violation will result in a \$200 fine, a second violation will result in eviction. Tampering with any fire safety equipment (i.e. exit signs, safety lights, fire extinguishers, and sprinkler heads) is prohibited.
- No open flames or incendiary devices are permitted in any part of Park Point. This includes all grills. Any grills found will be removed from the property for safety purposes. The burning and possession of candles, candle warmers and incense are prohibited.
- The storage or use of flammable liquids and substances, such as gasoline, kerosene, charcoal lighter fluid, etc. is strictly prohibited.
- Light bulbs shall not exceed 100 watts. Halogen lamps are prohibited.
- Personal property shall not be kept in hallways/stairwells or placed in any manner where they may create an obstacle to an exit route.
- The use of multiple plugs off a single outlet is prohibited. If additional plugs are required, please use multiple plug fuse strips with surge protectors. Extension cords must be UL approved and should be checked regularly for defects.
- Only artificial trees and garlands may be used in the tenants' rooms or apartment.
- Small UL approved outdoor/indoor lights may be used.

2. RESPECT FOR TENANTS AND GROUPS

Tenants are expected to maintain respect for tenant and group rights and responsibilities as stated in the Lease and in these Rules and Regulations. Bias-related acts which intentionally denigrate any category of tenant based on sex, race, national origin, orientation, disability or faith are unacceptable. Anyone committing these acts will be subject to removal from Park Point.

3. DISRUPTIVE BEHAVIOR

Disruptive or violent behavior including, without limitation, physical assault, abuse, harassment, threats, excessive noise, public intoxication and boisterousness are strictly prohibited. Further, any acts which compromise the peace, comfort and safety of other tenants is prohibited. Anyone committing these acts will be subject to removal from Park Point.

4. SMOKING POLICY

Park Point is classified as a smoke-free living community in the interest of safety and health. Smoking is strictly prohibited. Smoking inside the apartment will result first in a \$100 fine. Repeat offenders will be subject to additional fines and possible eviction.

5. ILLEGAL ACTIVITIES

Park Point strictly prohibits the violation of any federal, state or local law. It is understood that all violations of the Rules and Regulations will be reported to the appropriate authorities. The use, possession, or distribution of controlled substances is strictly prohibited on the premises. Violation of this policy will result in the immediate loss of your housing. The possession or use of firecrackers, explosives, dangerous chemicals, flammable liquids, charcoal lighter fluid, items which constitute a fire hazard, firearms or other weapons, ammunition, knives, chukka sticks and other dangerous objects or chemicals (as defined by law) is prohibited and are not to be stored or used in or around Park Point including the use and storage of helium and propane tanks. Internal combustion engines are prohibited within the buildings. Setting fires is strictly prohibited.

6. ALCOHOL

The possession and consumption of alcoholic beverages on the Park Point property is governed by the appropriate state and municipal laws. All bulk containers are strictly prohibited. This includes, but is not limited to, kegs. Tenants are expected to abide by all state laws governing the use of alcohol.

7. ROOM DECORATIONS

Combustible materials such as posters, pictures, etc., are limited to 20% of available wall space in each room. Non-combustible material is not allowed on ceilings or on the inside of any door. Fabric, including sheets, fishnet, tapestry, etc., used as decorations, is prohibited. Ceiling decorations of all types are prohibited.

8. FURNISHINGS

- Each tenant's room is equipped with a bed, dresser, desk, chair and night stand. Windows in each room are equipped with window shades. Tenants will be charged the replacement cost for any missing or damaged furniture or shades.
- Only Park Point supplied beds are acceptable. Waterbeds are prohibited.
- Tenants shall make no alterations to the apartment/room or move, remove, disconnect or install any fixtures, furniture, equipment, or appliances situated therein without the written approval of the Property Manager.
- The walls may not be painted, papered, stenciled, or sponged. Any color change is subject to a \$400 maintenance fee.
- Ceilings may not be disturbed in any way. This means you may not attach any items to the ceiling (such as stickers, nails, hooks, bottle caps, etc.), or bounce balls off them.

9. PROPER USE OF APPLIANCES

Tenants are expected to use appliances furnished in their apartment in the appropriate manner. The tenant takes full responsibility for the appliances use and functioning during the course of their stay. Misuse, damage, and/or injury incurred by or caused by the tenant are the sole responsibility of the tenant. The tenant will incur appropriate charges for maintenance and upkeep as a result of damage caused by misuse.

- All washing machines require the use of High Efficiency detergent. Please look for the HE on the bottles. Use of non-HE detergent may result in leaks in the machine. Any damages as a result of this may be billable back to the tenant.
- ALL appliances must have the UL stamp of approval.
- Appliances that may be used but must be plugged into a GFI outlet. These include: Hair dryer, Coffee pot, Heating pad, fan, computer, toaster (to be used in the kitchens only), Irons (kitchen or common areas only)
- Prohibited appliances include: Butane curling iron, electric blanket, air conditioners, halogen lamps, space heaters or portable heaters, candle warmers
- All appliances, fixtures and equipment provided by Park Point shall only be used as intended by the manufacturer. All replacement, maintenance, and repair costs for use of appliances not consistent with the manufacturer's intended use shall be borne equally by the tenants in such apartment.

- Refrigerators and microwave ovens are provided in the kitchens of all Park Point apartments. Therefore, bringing additional units is prohibited.

10. HOUSEKEEPING

Tenants are expected to maintain a level of cleanliness in their room and apartment compatible with reasonable health and safety standards. Property Management reserves the right to establish those expectations for tenants in order to insure reasonable compatibility with roommates, as well as health and safety.

11. TRASH

Trash should be stored in a proper trash/garbage receptacle in the apartment and emptied into the dumpsters on a regular basis to avoid smells and spoiled food odors. Common areas will be kept clear of trash and litter. Trash will be deposited in the dumpster within an appropriate trash bag. Recycling procedures, if required, will be posted. Violators are subject to a \$25 fine for improper removal and disposal of trash. A notice will be sent by email informing tenants to remove garbage. If the garbage is not removed within 24 hours, the apartment will be fined \$25, and \$25 for every subsequent day the garbage is left outside.

12. GUESTS IN TENANT APARTMENTS

A guest is a tenant who is not on the apartment/room Lease. The tenant is the host. The host shall always accompany the guest throughout the building. As the host, you are responsible for a guest and their conduct. Guests are subject to the same rules, regulations and expectations as their host, and the host has responsibility for informing the guest of the rules, regulations and expectations in advance. In addition to any disciplinary action taken against the host, Park Point reserves the right to require the immediate departure of any guest where violations of these Rules and Regulations, or tenant or group rights have occurred. Any damage caused by any guest shall be the responsibility of the tenant host. Continued abuse of this policy may result in tenant eviction.

Occupancy Limits

1 Bedroom- maximum occupancy of 12 people

2 Bedroom- maximum occupancy of 16 people

3 Bedroom- maximum occupancy of 20 people

4 Bedroom- maximum occupancy of 20 people

5 Bedroom- maximum occupancy of 24 people

The first infraction will be a warning.

The second infraction will be a \$50 fine per tenant.

The third infraction will result in eviction.

13. OVERNIGHT GUESTS

Overnight guests may be housed, provided the guest is housed in an apartment/room and that the tenant host has complied with these Rules and Regulations, which is available at the Park Point rental office. A guest shall not interfere with the rights of the other roommates, will not violate these Rules and Regulations, and will not exhibit disruptive behavior. If the guest exhibits disruptive behavior, they may be barred from Park Point. Continued abuse of this policy may result in tenant eviction.

14. ACCESS

The outside doors to the Park Point buildings are to be locked 24 hours a day. Unauthorized entry to or use of these doorways is not permitted. Propping open or opening the exterior doors without proper authorization may result in action that may include the termination of your housing Lease.

15. LOCKOUTS

During regular Management Office hours, any tenants locked out shall report the lockout directly to the Management Office. If said lockout occurs after regular Management Office hours, please call Security. The first lockout is free. Each additional lockout will be \$25 per occurrence.

16. ROOM CHANGES

To complete a room change, the tenant must stop by the Management Office and complete the required forms. Tenants are subject to a \$200.00 fine if they switch rooms without written approval from the Property Manager.

At the end of the Lease term, tenants are expected to vacate their room/apartment. Tenants will vacate their rooms by the 12:00pm (Noon) date specified in the Lease unless written permission is granted by the Property Manager.

17. SOLICITATION

Solicitations and sales by tenants and others are prohibited within apartment buildings. Solicitation in flyer form must be approved by Property Management before posting.

18. VEHICLE

Storage of any motorized vehicles (motorcycles, mopeds...) in buildings is prohibited.

Bike racks are provided throughout the property. Any bike not kept in these racks will be tagged and removed by Security.

19. PETS

Pets are not permitted. The only exception is fish in an unheated bowl containing less than one gallon of water. If pets are found in the apartment, a cleaning charge of \$100 will be assessed and the pet must be removed. If pets are found in the apartment more than once, the tenant will face eviction.

20. PARKING

Parking at Park Point is available for all tenants. Tenants are required to register their vehicles with Property Management. Property Management and Security are responsible for enforcing Park Point parking rules and regulations in all participating parking areas.

Park Point is not responsible for any damages that may occur to vehicles as a result of parking in the aforementioned parking lots. From November 15th through April 15th for purposes of snow removal, no overnight parking is allowed in front of the 200/300 buildings. Tenants should park away from the front of the buildings to allow snow removal during the night.

21. POOL & CLUBHOUSE RULES

- **Warning- No lifeguard is on duty at the pool/spa.**
- NEVER SWIM ALONE. A minimum of two adults, 18 years of age or older, must be present whenever the swimming facility is in use, with at least one adult remaining on the pool deck.
- THERE IS NO SUBSTITUTE FOR ADEQUATE SUPERVISION. Children under 16 years of age must be accompanied to the bathing facility by a parent or guardian, (an adult who is responsible for the children and their behavior.)
- IN AN EMERGENCY, NOTIFY THE OFFICE OR SECURITY AND CONTACT HELP AS SOON AS POSSIBLE. An emergency telephone is located on the outside clubhouse wall. Other emergency numbers are posted on the sign above the phone.
- SHALLOW WATER- NO DIVING
- NO GLASS ALLOWED IN POOL OR COURTYARD AREAS.
- No running, horseplay, loud or disruptive behavior allowed in the pool area.
- No food or drink allowed in the pool or spa area.
- No one under the influence of drugs or alcohol will be allowed in the pool area.
- Smoking is prohibited in all areas of the courtyard.
- No animals allowed.
- No electrical appliances allowed.
- Long exposure in the spa may result in nausea, dizziness or fainting.
- Spitting, urinating, discharge of fecal matter and nose blowing are prohibited in the pool and spa.
- Management reserves the right to deny access for any violations of these rules or other Park Point rules and regulations at management's sole discretion.
- Elderly persons, and those suffering from heart disease, diabetes, high or low blood pressure should be prohibited from using the spa.
- Unsupervised use of the spa by children is prohibited.

- Do not use the spa while under the influence of alcohol, anticoagulants, antihistamines, vasoconstrictors, vasodilators, stimulants, hypnotics, narcotics or tranquilizers.
- Do not use the spa alone.
- Observe a reasonable time limit in the spa (e.g. 15 minutes), then shower, cool down and, if you wish, return for another brief stay. Long exposure in the spa may result in nausea, dizziness or fainting.

Anyone in the pool area outside of open hours is trespassing! Pool and spa are equipped with alarms.

22. ACCEPTABLE USE POLICY

Park Point has designed its Acceptable Use Policy (AUP) to enhance the use of our internet access and related services (Services) by our subscribers and their end users by setting standards for acceptable use and preventing unacceptable use. A user of our services must comply with this AUP.

Park Point prohibits the following activities:

- **Improper Use of the Services**
You may not use the Services in a manner prohibited by any federal, state or local law or regulation. Without limiting the foregoing, you may not use the Services for any abusive purpose or in any way that damages Park Point's property or interferes with or disrupts our network or adversely affects the other Park Point subscribers. You may not attempt to circumvent user authentication or security of any host, network, network element or account (commonly referred to as hacking or cracking). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not attempt to interfere with Services to any user, host or network (denial of Services attack). This includes, but is not limited to, flooding of networks, deliberate attempts to overload Services and attempts to crash a host. You may not use any kind of program/script/command or send messages of any kind designed to interfere with any server or a user's terminal session, by any means, locally or via the internet.
- **Copyright Infringement**
You may not use the Services to transmit any material that infringes on any patent, trademark, trade secret, copyright or other proprietary or intellectual right of any party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources and the unauthorized transmittal of copyrighted software.
- **Objectionable Material**
You may not use the Services to post, transmit or disseminate objectionable material that is unlawful, threatening, abusive, libelous, hateful or encourages conduct that would constitute a criminal offense, give rise to a civil liability or otherwise violate any local, state or national law, order or regulation.
- **Junk E-Mail**
You may not use the Services to transmit or facilitate any unsolicited or unauthorized advertising, promotional materials, junk mail, unsolicited bulk e-mails and unsolicited commercial e-mail (spam).
- **Fraudulent Activity**
You may not use the Services to mail fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as pyramid schemes, Ponzi schemes and chain letters.
- **False Impersonation**
You may not use the Services to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with any person or entity.
- **Software Viruses**
You may not use the Services to transmit any material that contains viruses, worms, Trojan Horses, or other code that manifests contaminating or destructive properties.
- **Collecting Information**
You may not use the Services to collect or attempt to collect personal information about third parties without their knowledge or consent.
- **Use of Your Account by Others**
You may not, through action or inaction, allow others to use the Services for illegal or improper activities. You may not permit your network to be configured in such a way that gives a third party the capability to use the Services in an illegal or improper manner.

- Security Precautions
You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output and for maintaining an external means for the reconstruction of any lost data.
- Violations of Acceptable Use Practices
Any violation of this AUP may result in the immediate suspension or termination of your service. You are solely responsible for all content that is transmitted from or to your account under these Services.
- Privacy
Park Point is under no obligation to monitor the Services, but may do so from time to time. Park Point may disclose any information regarding you or your use of the Services for any reason and at its sole discretion. Park Point may also disclose any information regarding you or your use of the Services in order to satisfy applicable laws, regulations, governmental requests, or in order to protect its property or legal interests.
- Revisions
Park Point reserves the right to revise, amend, or modify this policy at any time and such revisions will be effective five (5) days after posting at our website or providing e-mail notification to you.

23. DISCLAIMER

Property Management may terminate any tenant’s Lease at any time at the discretion of Property Management for reasons of health, safety, security, conduct and/or damages, excessive filth, or for the failure to comply with these Rules and Regulations or the tenant’s Lease.

A decision by Property Management to not enforce any rule or regulation or terminate any tenant’s occupancy shall not act as a waiver of Property Management’s right to enforce such rule and regulation in the future. No tenant shall have the right to enforce these Rules and Regulations against another tenant.

If an opening occurs in an apartment, the remaining tenants within that apartment will be expected to accommodate another roommate from the Wait List. Tenants are expected to welcome new roommates in a hospitable manner. Tenants who have an empty bed in their apartment are expected to maintain the space in such a manner as to allow another tenant to move in immediately. Tenants may not expand to fill all space in an apartment making it inhospitable to another tenant.

Property Management reserves the right to inspect rooms, apartments and contents by its authorized personnel at any time for the purpose of administering the provisions of the Lease. Tenants should be aware that they are responsible for what occurs in their apartments/rooms whether or not they are present and such knowledge shall be imputed to them.

These Rules and Regulations are subject to change by Property Management in its discretion by posting such in the building or by providing tenant with written notice.

I have received a copy of these Park Point Rules and Regulations and agree to abide by them.

Signature

Apartment #

Print Name

Date