



APARTMENT REGULATIONS Addendum to Lease Agreement

This addendum is a permanent, legal addition to the lease agreement. Failure to adhere to the terms of the addendum could be considered a **BREACH OF CONTRACT** and grounds for legal action against Tenant.

1. If tenant does not voluntarily pay extra fees and charges (e.g. returned check fees) owed to Landlord as set forth in the lease or addendum, Landlord reserves the right to deduct these fees from the security deposit. Tenant may be responsible for any costs incurred by Landlord as a result of turning delinquent account over to an attorney.
2. Any person of legal age who resides in the rental unit **MUST** be a signed party to lease.
3. Tenant agrees to pay costs for any damage to apartment or building due to Tenant negligence (i.e. water damage resulting from unclosed windows or improper use of shower enclosures, floor stains from burns, etc.) at professional rates for supplies and labor.
4. Tenant agrees to inform Landlord of all hazardous and/or potentially hazardous conditions which may develop or have developed in, near, or outside of the Tenant's apartment building. These conditions include, but are not limited to, water issuing from pipes, walls, or ceilings; deficiency in furnace operation: ice build-up on sidewalks, steps, or parking lots; deficiency in lighting in common areas, and any other conditions which could be considered by the Tenant to be a dangerous or potentially dangerous situation.
5. Tenant agrees to refrain from tampering with smoke detectors, fire alarms, or fire extinguishers. Tenant is aware that tampering with any fire equipment is a **FELONY**, Tenant agrees to notify management of any problems with detectors or other fire equipment.
6. All doors and windows have been provided with proper locks and Tenant is responsible for notifying the management, in writing, if any lock is not in working order or not in acceptable condition. Any lost or broken windows are to be replaced and repaired by management and assessed to Tenant on the 1st day of the following month.
7. Waterbeds are allowed only with proof of waterbed insurance and Lessor's express written permission.

8. Tenant is not allowed to have any pet on the premises at any time. Even a "visitor" with a pet is in violation of this provision.
9. Tenant is responsible for maintaining a state of cleanliness in and around the premises so as not to violate any City or State health or safety codes. Any fines assessed for violation of such codes must be paid by tenant. Legal action by the Landlord may result from continued violations.
10. Trash removal service is provided by Landlord. All trash should be put in tied plastic bags and taken to provided trash receptacles. Please properly secure all trash to help keep the building grounds liter-free. Trash bags stored in hallways, balconies or patios will be cleaned by the management, and tenant will be charged \$30.00 for each occurrence. Tenants agree to prepare and dispose of recyclable materials according to City of Winona guidelines.
11. Tenants are never allowed to store personal items in any common area (i.e. hallways, stairways, basements, etc.). Landlord is not responsible for theft of or damage to any items so stored.
12. Pest control service is provided if problems with pests arise. However, if Lessor schedules service and cupboards and drawers are not emptied by the Tenant as instructed, a fee equivalent to the charge levied by the pest control firm shall be assessed upon each occurrence of the noncompliance.
13. Tenant will be responsible for replacing burned out light bulbs in his/her apartment. Each fixture must have working bulbs throughout the premises when Tenant vacates.
14. All security locked entrance doors are to be kept locked at all times. Any tenant who props door open for any reason will be issued an eviction notice. The doors are locked for the protection of all the occupants in your building and you are not to jeopardize their safety.
15. Any damage to halls, alarm systems, floors, walls, etc. will be the responsibility of the Tenant. There will be no Kegs allowed in apartments. There shall be no parties of any kind allowed on the premises.
16. If landlord is required to unlock an apartment or entrance door because of Tenant has misplaced or forgotten keys, Landlord reserves the right to charge Tenant a fee of \$10.00 during normal business hours and \$30.00 at night or on weekends. This fee is to be paid in cash at the time entrance is gained. Landlord, however, is not obligated to be available at all times to provide entry.
17. Tenants must have Renter's Insurance to cover personal property.

18. It is agreed and understood that all tenants shall be jointly and severally liable of all obligations imposed by the lease and shall fully cooperate with all other Tenants in the building in an effort to maintain a peaceful and pleasant atmosphere at all times.
19. All co-signers signed on the lease shall designate himself/herself as Tenant's agent for service of process in the event of any litigation arising from Tenant's breach of any obligation herein.
- (a) Signs: Tenants shall not display any signs, exterior lights or markings. No awnings or other projections shall be attached to the outside of the building.
 - (b) Locks: Tenants are permitted from adding locks to, changing or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.
 - (c) Entrances, walks, lawns and driveways shall not be obstructed or used for any purpose other than ingress or egress.
 - (d) Radio, television or satellite aerials shall not be placed or erected on the outside exterior.
 - (e) Parking: Non-operative vehicles are not allowed on the premises. Any such non-operative vehicle shall be removed by Management at the expense of Tenant's owning same, for storage, or private or public sale, at Management's option, and Tenant owning same shall have no right of recourse against Management therefor.
 - (f) Storage: No goods or material of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence. Storage in all such area shall be Tenant's risk and Management shall not be responsible for any loss or damage.
 - (g) Walls: No nails, screws or adhesive hangers except standard picture hooks may be placed in walls, woodwork, or any part of residence.
 - (h) Guests: Tenants shall be responsible and liable for the conduct of his guests. Act of guests in violation of this agreement or Management rules and regulations may be deemed by Management to be a breach by Tenant. No guest may stay longer than 2 days without permission of Management; otherwise a \$30 per day guest charge will be due Management.
 - (i) Noise: All radios, TV's, gaming stations, etc. must be turned down to a level of sound that does not annoy or interfere with neighbors. Set forth by Winona City Code Section 39.04.2.
 - (j) Resident shall keep peace in the neighborhood. This includes no parties in the residence or on or near the surrounding property, with no exceptions.
 - (k) Resident's Guide: Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgment, determine to be

necessary for the safety, care and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Tenants generally..

- (l) Keys: All keys MUST be returned to the office on the day of move out. **\$30.00** will be charged for every key that is not returned by the last day of the lease.

INITIAL HERE _____

- (m) Smoke/Fire Alarms, fire extinguishers, and carbon monoxide detectors: Tenant shall, at all times, keep these items operational and free from harm. Any damage caused by non-compliance shall be solely the resident's responsibility and will result in \$50.00 fee for each item damaged or missing in the establishment.

INITIAL HERE _____

- (n) NO SMOKING ANYWHERE INSIDE THE BUILDING OR WITHIN 20 FEET FROM BUILDING ENTRANCES. **INITIAL HERE** _____

- (o) Move In/Move Out: Tenant is responsible for setting up inspection prior to moving in and moving out of the property. Failure to set up at inspection voids any right the Tenant may have to dispute cleaning charges. **INITIAL HERE** _____

- (p) Tenant has been given a lead base paint disclosure and acknowledges that Management has no knowledge of lead base paint on premises.

INITIAL HERE _____

20. Installation of television antenna or deep freeze units will be done with Lessor's consent only.

21. If plumbing becomes clogged due to grease, coffee grounds, tampons, condoms, sanitary napkins or any other item of this kind, the Lessee will be billed for the cost of all plumbing repairs.

22. Lessee must clean floors, kitchen appliances, kitchen cabinets, window sills, bathroom cabinets, bathroom sinks, toilet and shower and laundry room to avoid additional charges at end of lease.

23. Lessee shall not have garbage or trash in hallways, stacked in the apartment or outside the front/back doors. All trash shall be taken immediately to designated areas for proper disposal. Lessee is responsible to comply with applicable recycling laws.

24. Glass broken or cracked in any manner other than weather related damage will be charged to Lessee. Screens torn or pushed out will also be charged to Lessee.

25. The Lessor must approve of any objects hung on the walls or the Lessee will be responsible for the restoration of the entire wall.

26. Lessee shall inform the Lessor at once of fire extinguisher use. The refill charge will be paid by Lessor only upon visual proof of a "house related need" of the extinguisher.

- 27. No noise of any kind shall be heard outside of the apartment.
- 28. There should be no signs or any other objects placed in the windows.
- 29. Windows and doors are not to be left open during the heating season.
- 30. All utilities will be read on the first and last day of the Lease. Any changes resulting from early readings or early vacancies by Lessee will be deducted from the deposits.
- 31. Any past due rent, costs or other charges owed by Lessee to Lessor will be charged the maximum interest allowed by law. Deposit may be withheld for failure to pay utilities..
- 32. Lessee agrees to assume all legal responsibilities for the acts and conduct of all visitors and to abide by all regulations and will not violate any laws while on the premises. If Landlord is assessed any fine or a fee for violation of any law or ordinance, Tenant shall pay said sums to Landlord forthwith as additional rent.
- 33. Lessee will be required to pay for all breakage and damage done to Landlord's furniture, appliances, shades, curtains or to the building in general. This includes damage resulting from cigarette burns.
- 34. Any vehicle not being used on a daily basis will be towed.
- 35. Lessee shall not have overnight guests with any regularity without the written permission of the Lessor. Live-in friends are in violation of this agreement without the express written permission of Lessor.
- 36. Lessee may not do any vehicle repair on premises.

ADDITIONS TO LEASE AGREEABLE TO ALL PARTIES

Initial

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____