

Rules and Regulations

In addition to the accompanying Residential Rental Agreement and unless otherwise agreed upon, the Resident shall abide by the following Rules and Regulations. This document supersedes the Residential Rental Agreement.

1.) **Agent:**

The Landlord and the Resident acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("Agent") to manage, supervise and operate the Premises. Any reference to Landlord in this document also refers to any Agent being utilized. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Resident hereby agree that:

- (1) Agent acts for and represents Landlord in this transaction;
- (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent;
- (3) Agent may perform without objection from the Resident, any obligation or exercise imposed and such performance shall be valid and binding, as if performed by the Landlord;
- (4) the Resident shall pay rents to the Agent if directed to do so by the Landlord;
- (5) the Agent shall not be liable to the Resident for the nonperformance of the obligations or promises of the Landlord;
- (6) the Landlord may, in his discretion, remove without replacing or remove and replace any Agent engaged to manage, supervise and operate the Premises.

2.) **Abide by Applicable Laws and Local Housing Codes:** Resident shall:

- a. not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- b. comply with any and all obligations imposed upon Residents by applicable building and housing codes;
- c. know and understand that any infractions may result with an appropriate fee or residency in the property being revoked.
- d. If Property is located within a Common Interest Community (a.k.a., HOA, Condominium, Planned Unit Development, etc.) Resident shall abide by all the Governing Documents of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Contract. Such fines shall be considered as an addition to rent and shall be due along with the next periodic payment or rent. Resident shall be responsible for obtaining these documents if not provided by Landlord.

3.) **Disturbances and Noise:** Resident shall:

- a. use the Premises for residential purposes only and in a manner so as not to disturb other Residents;
- b. conduct himself and require all other persons on the Premises, with his consent, to conduct themselves in a reasonable manner and so as not to disturb other Residents' peaceful enjoyment of the Premises.

4.) **Cleanliness & Damage to Property:** Resident shall:

- a. keep the Premises in a clean and safe condition, including but not limited to all plumbing fixtures, facilities and appliances;
- b. cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- c. dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- d. not keep or permit waterbeds, boats, campers, trailers, mobile homes or non-operative vehicles unless prior written consent;
- e. not conduct nor permit any work on vehicles on the Property;
- f. use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;



- g. not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Resident, to do so;
- h. be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal cause by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Resident, and natural forces.

5.) **Resident's Personal Bills & Expenses:** Resident shall:

- a. pay the costs of all utility services to the Premises which are billed directly to the Resident and not included as part of the rentals, including, but not limited to: water, sewer, electric, cable, telephone, and gas services;
- b. be responsible for maintaining clean air filters. Air filters shall be changed on a monthly basis to maintain proper airflow in the house. If damage to the HVAC system is a result of unclean filters then the Resident will take on full responsibility for these repairs;
- c. maintain the landscaping to the same condition as when the Resident moved inside. These include, but are not limited to: grass lawns, flowers, bushes, shrubbery, trees, desert landscaping, etc. If these conditions are not met to Landlord's, or Agent's, satisfaction then a professional service will be used at Resident's expense;
- d. have a working telephone at all times. This number is used for contacting the Resident for reasons of arranging appointments, inspections, repairs, etc. If this number is change, Resident will notify Landlord, or his Agent, of the new number.
- e. Resident will be responsible for all utilities, including pest control, unless specified on the Rental Agreement as being paid by the Landlord.

6.) **Smoke Detectors:**

The Landlord shall provide operable smoke detectors. The Landlord shall place new batteries in all smoke detectors at the beginning of the Initial Term of the residency; the Resident shall replace the batteries as needed during the residency.

7.) **Smoking:**

No smoking is permitted inside the premises. If any smoking occurs outside, then all cigarette butts will be deposited in their proper receptacles. Any damage as a result form smoking the Resident will be responsible for all cleaning, repainting, re-carpeting and maintenance due to smoking and its odors.

8.) **Alterations:**

The Resident shall not paint nor make any alterations, additions, or improvements in or to the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Resident's expense and at such times and in such a manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Resident, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the residency.

9.) **Pets:**

The Resident shall remove any pet previously permitted under the Residential Rental Agreement within 48 hours of written notification from the Landlord that the pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. It is at Landlord's discretion if another pet will be allowed and a second pet fee may be required.

10.) **Landlord's Right to View or Inspect:**

The Landlord hereby reserves the right to enter the Premises during normal hours for the purpose of:

- (1) inspecting the Premises and the Resident's compliance with the terms of this contract; **24 hour notice will be given.**
- (2) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and



(3) showing the Premises to prospective purchasers or Residents. (The Landlord shall have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises.) Showings will be used only if Resident is moving, coming to the end of his lease or if an eviction is occurring.

11.) Abandonment or Moving Out:

The Resident shall not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof without prior written consent given to Landlord. Resident shall be deemed to have abandoned or vacated the Premises if Resident removes substantially all of his possessions from the Premises.

12.) Removal, Storage and Disposition of Resident's Personal Property:

30 (Thirty) after being placed in lawful possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the 30-day period the Landlord may move these items for storage purposes. Upon the Resident's request prior to expiration of the 30-day period, the Landlord shall release possession of the property to the Resident during regular business hours or at a time agreed upon. If the Resident fails to show, this constitutes as forfeit of these properties.

13.) Resident's Duties Upon Termination:

Upon any termination of the residency created hereby, whether by the Landlord or the Resident and whether for breach or otherwise, the Resident shall:

- (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services disconnected;
- (2) vacate the Premises removing all Resident's personal property of whatever nature;
- (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing all rubbish, trash, garbage and refuse;
- (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Resident took possession of the Premises; however, Resident shall not be responsible for ordinary wear and tear;
- (5) fasten and lock all doors and windows securely;
- (6) return to the Landlord all keys and remote operating devices to the Premises, appliances and fixtures as herein provided, Resident shall become liable, without notice or demand, to the Landlord for a cleaning fee. Such fee shall:
 - (i) reflect the actual costs of cleaning (over and above ordinary wear and tear) and,
 - (ii) be deducted from the Resident Security Deposit.

14.) Limitation of Remedies and Damages:

Until the Resident notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this contract. The Resident shall have no right to terminate this contract for any such default or suspend his performance hereunder.

15.) Written Agreements & Notices from Residents:

Resident agrees to send all notices to Landlord in writing and by certified mail, return receipt requested. This is the only form of notice permitted in a court hearing as evidence of notice given. The only exception is a notice signed and dated by both parties and witnessed by a independent party.

16.) Permitted Occupants:

The Resident shall not allow or permit the Premises to be occupied or used as a residence by any person other than Resident and the named persons in the Residential Rental Agreement. If persons not listed occupy the Premises, an additional fee may be charged and is referenced in the Residential Rental Agreement. Short term visits by family members or guests not to exceed seven (7) days without written permission by Landlord.



17.) Resident's Insurance; Release and Indemnity Provisions:

The Resident shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Resident secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Resident's personal property, located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord. The Resident agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Resident or to any members of the household resulting from any cause whatsoever except only such personal injury caused by the negligent or intentional acts of the Landlord or his agents.

Landlord to be listed as an additionally insured.

Renter's Insurance to be through: _____
Contact Person: _____
Contact Phone: _____

18.) Operating a Business out of the Residence:

Tenant may operate a business out of the home if said business does not require licensing with the county, city or state. This would include network marketing or hobby type businesses. All other businesses which do require obtaining a business license with the city, county or state will have to be approved, in writing, with the Landlord as this is a requirement with the city, county or state.

19.) Other Specific Rules:

20.) Waiver / Enforcement:

No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. Any failure by Landlord to enforce the terms of this Contract shall not constitute a waiver of said terms by Landlord.

21.) Binding Effect:

This agreement shall be binding upon to all parties, their heirs, successors, and legal representatives.

RESIDENT

LANDLORD

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

By: _____, Agent

Date: _____

_____ (SEAL)

Date: _____

