



Davis Real Estate, Inc.

Resident Handbook

Rules and Regulations

(Addendum to your Residential Lease Agreement)

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Welcome to Your New Home

Davis Real Estate, Inc. welcomes you as a new resident!

We believe that a good landlord-resident relationship is important to your enjoyment of the home you are renting. Good communication will help make that relationship a good one.

Your home is managed by a professional team dedicated to the satisfaction of our residents and owners.

DRE is an abbreviation used in lieu of the full company name, **Davis Real Estate, Inc.** and is used throughout this handbook.

The handbook is DRE's way of informing our residents of the vital information you need in order to enjoy your DRE rental experience. It will serve as your guide regarding rental payment instructions, general information, emergency instructions, and more.

The owner of the property has retained DRE as their Property Management Company and representative to manage the property you are renting. We are bound to certain responsibilities by legal contracts with our owners and with our residents. We can best serve our customers by offering prompt service and will strive to provide you with a pleasant home.

If you have questions or concerns regarding any of the information contained in this documentation, contact our office. DRE is here to help you.

As residents, you also have certain responsibilities, so please familiarize yourself with the rules and regulations contained in this Resident Handbook and the rest of the Lease Agreement.

*We wish you an enjoyable tenancy
in your new residence!*

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General Information

A. Agency Disclosure

In renting to you, we are acting as an agent for the owner of the property. This means that we can bind the owner by contract, but it also means that we are bound to act in the owner's best interests at all times. We cannot guarantee that the owner will perform his/her obligation under the lease.

B. DRE Core Values

We are committed to an accurate representation of who we are, what we have accomplished, and what we do. Our marketing materials and the information on our website will reflect this commitment.

We will hire only the best staff, consistently train them, and work at moving them to the best possible position of service to DRE and our customers.

We will always treat customers, vendors, and each other with courtesy, respect, and professionalism.

We are committed to change – to keep up with the changing marketplace and changing technology, without sacrificing the all-important priority of great customer service.

We are committed to providing our residents with a clean and safe place to live, regardless of the rent, and put their safety high on our list of priorities.

We will not tolerate unethical behavior by our staff, vendors, residents, or property owners.

We will follow the laws (and codes of ethics) that regulate our business.

We will believe in our staff and create a safe, healthy work environment that fosters respect and opportunity for personal and professional growth.

We will constantly strive to protect our owners from the liabilities of owning rental properties.

We strive to be leaders in the property management industry through the use of the latest technology and training.

C. DRE Commitment

Our mission is to serve...our Investors by helping them acquire properties that perform as expected; our Clients by taking care of their properties as if they were our own; our Residents by providing them with a pleasant rental experience; and, our Staff by constantly training them and helping them reach their highest professional potential.

D. Office Hours and Website

DRE is open during normal business hours, 10:00 am to 4:00 pm, Monday, Tuesday, Thursday and Friday. Our hours on Wednesday are 10:00 am to 1:00 pm. We have a secured mail drop box in the front of the building. You can visit our website at lockhavenapartmentrentals.com for information and a variety of convenient services. Stay up to date for holiday and business hours on our google page.

E. Problem Solvers

If you have a problem that cannot be resolved with Property Management Staff, please call or email me: Patty Davis at pattyd@davisrealestateinc.com. I will be happy to meet with you and address any concern or dilemma you may have.

Moving Into the Property

A. Acceptance of Property

By signing the lease agreement, you accepted the property in its present condition (AS IS). No cosmetic repairs will be done after move-in unless specified in writing in the lease agreement.

B. Mailbox Keys

If your mailbox requires a key, you can pick up the key at the Post Office in your town. Call the US Postal Service at 800-275-8777 to find out which Post Office branch services your address. The US Postal Service may have a key deposit fee.

C. Move-In Inspection Report

At move-in, you will be provided a Property Move-in Checklist and a link for ZInspector.

By completing the checklist or ZInspector and documenting preexisting conditions (stains, damage, etc.), you are protected from financial responsibility for them. It is used in determining charges to you for maintenance and repairs at the conclusion of your lease.

To ensure that you are not charged for any damage that exists when you take possession, it is very important that the list of discrepancies you provided our office is THOROUGH AND DETAILED.

You are responsible for completing and returning the Property Move-in Checklist or ZInspector within three (3) days after the commencement date of the lease agreement. If you do not, it will be understood that there are NO discrepancies.

You must also report any pest problem within three (3) days of possession. Resident's failure to identify any pest infestation within three (3) days shall constitute Resident's agreement that the premises has no infestation of any kind.

The Property Move-in Checklist is NOT a request for repairs and any defects noted will not be considered for repair simply by returning the document. If needed, **go to the tenant portal and make a maintenance request.**

The Owner is not obligated to make any repair, except for those which could affect the health or safety of an ordinary resident.

Cosmetic repairs will not be considered.

D. Move-in / Picking Up Keys

Your first month's rent must be paid, proof of renters insurance and proof of utilities, by the time you pick up keys. If your move-in date is on or before the 15th of the month, you must pay the prorated rent shown on your lease. If your move-in date is after the 15th of the month, you must pay the prorated amount, plus the rent for the following month. For more information, see the paragraph "Q. Prorated Rent" in the "Paying Rent" section of this manual.

We have created the following forms that could be useful to you in the future. All of the forms are on the Residents page of our website, lockhavenapartmentrentals.com.

- Maintenance Request
- Move-out instructions
- Notice to Vacate
- Dispute Form
- Re-Letting/Breach of Contract

E. Move-in Pictures

DRE will provide a link to take photos and store them on the portal as part of the Resident Amenities packet. You have the option to purchase, for a one-time fee, (See Fee Schedule) a 360-degree inspection of the Property on the Beginning Date of the lease. If you do not purchase the Photo Inspection or provide photos to the portal, you may not be able to prove that damage existed at the time of your move-in

F. Satellite Dish Cable Installation

Any satellite dish installation must be approved by DRE. A refundable security deposit will be assessed for the installation. (See Fee Schedule) Your satellite dish or antenna must be installed: (1) inside your dwelling; or (2) in an area outside your dwelling, such as a patio, backyard, etc. or other area of which you have exclusive use, per your lease. Installation is **not permitted** on any roof, exterior wall, window, windowsill, or fence. Tenant or installation company may not drill holes without DRE's permission.

Removal and damages: You must remove the satellite dish, cable, or antenna and all related equipment when you move out of the dwelling. **You must pay** for any damages and for the cost of repair and repainting which may be reasonably necessary to restore the leased premises to the

same condition prior to the installation of said equipment. If you leave a dish or pole behind at move out there is a charge for removal. (See Fee Schedule)

G. Utilities

Utilities need to be turned on or transferred into your name on your lease commencement date. Our FREE concierge utility service, Citizen Home Solutions, will be contacting you by phone to help you set up your utilities. This is a service to assist you with connecting utilities, cable, and internet according to your area and part of your Resident Services Benefit Package. To find out more about the service, go to the YouTube video below:

<https://youtu.be/pkLsAbVrMtk?si=-NcgZ8G0Q4DvCl9A>

All water and sewer accounts will stay in the Owner's name. Billing will be done through the DRE office on the Tenant Portal. There will be a fee assessed if paid directly.

H. Phone Numbers

All residents are required to have telephone accessibility and you are required to provide those numbers to DRE. In the event your phone number changes, please notify DRE immediately.

I. Waterbeds

Waterbeds will only be permitted with written authorization from DRE and will require a specific rider on the Renter's Insurance policy to cover potential damage.

Getting to Know Your Residence

A. If the Power Goes Out

- Check the breaker box for switches tripped off and reset them to the "on" position.
- In the kitchen, bathrooms, patio, or garage, check the GFI plug (Ground Fault Interrupter). Resetting a circuit breaker or GFI will usually restore the electricity to the plug.
- If circuit breakers keep tripping, the circuits are probably being overloaded with appliances (microwave, toaster, curling irons, blow dryers, air conditioner units, etc.).

B. Location of A/C Filters

At move-in, familiarize yourself with the location of the A/C filter, which must be replaced bi-monthly, in accordance with your lease. Our maintenance staff will be happy to replace them for you for a fee.

If there is not a new A/C filter in place, contact the office.

<https://www.youtube.com/watch?v=s1j7PZgZKkY>

C. Water and Electricity Loss

Residents are required by the lease agreement to know the location and operation of the main water shut-off valve and all electric breaker switches; and how to switch them off, as needed to mitigate any potential damage to the property.

Take the time to know or locate the:

- Main electrical circuit breaker in the event power goes out.
- Gas shut off valve – turn off during emergencies/disasters for safety.
- GFI (Ground Fault Interrupter) plug(s) – so you can check them if your plugs or appliances in the bathroom, kitchen, patio, or garage fail to work.
- Electric and/or gas meters to check your utility bills.
- The main water shutoff valve in case of a plumbing leak.
- Water shutoff valves below the sinks and behind the toilets in case of leaks.
- Time bake knobs on the oven – when left on, will cause oven to be inoperable.

Paying Rent

A. Resident Services Benefit Package

DRE assesses a charge per month for the Resident Amenities Package. (See Fee Schedule) This package of benefit includes:

- App for move-in photos
- Secure Online Rental Payments
- Online Resident Portal Access
- 24/7 Maintenance Hotline with Live Phone Support for after hours emergencies
- Utility Concierge – Citizen Home Solutions
- Property Inspections
- Response Time Guarantee
- Quality Repairs
- Credit Reporting of Rental Payments Reporting to Experian
- Home Buyers Program
- Lease Renewal Administration
- Rental Verification
- Easy Move-Out Option
- Move Out Security Deposit Report Processing with Pictures

B. Payment Options

1. Pay online using your DRE “Resident Portal”. Electronic payments are the fastest, safest, and easiest method available, so we encourage electronic payments.
2. Credit card payments are acceptable on the tenant portal only. Applicable fees will apply.

C. Electronic Monthly Fixed Payments

DRE offers a rent payment system through “Appfolio”.

You can pay your rent directly to Davis Real Estate, Inc. from your checking or savings account, with an e-check, online! Additional fees may apply from appfolio.

Benefits:

- Pay your bill anytime (24/7)
- Check your balance online
- Set-up automatic payments
- Sign up for automatic reminder emails
- Easy access to view your payment history

Security. Online payments are more secure than mailing a check. Your information is password protected and all transactions are both encrypted and securely transmitted.

You will receive email notifications that your payment has been made.

How do I sign up? Before you can pay online, you will have to activate your online payment account. You will automatically be sent the link to sign up after you receive your Leasing Receipt. When you receive the link, you have 24 hours to activate it. If you don’t activate it in those 24 hours it will cancel out and a new activation will have to be sent. To receive a new activation email, please email us at: propertymanagement@davisrealestateinc.com, Attention: Online Payments.

How long does it take for an online payment to post? It takes 2-3 business days for a payment to be processed to your DRE account when paid online. Check with your bank on exact time. Confirmation of online payment does not verify that funds have been deposited. It is verification that the transaction was initiated. If checks or money orders are received in person, they will be processed within 24 hours. We do not accept post dated checks.

It is important to consider these processing times in order for your payment to be on time.

Is there a contract or can I cancel at anytime? There is no contract. This is an option to make paying convenient and secure.

D. Credit Cards

You may use a credit card to pay rent, late fees, dispossessing fees, NSF charges or maintenance charge-backs and the Security Deposit. All credit card payments must be made on the Tenant Portal.

E. Cash Payment Slip

You can pay your rent with cash. Go to your tenant portal payments section and choose “Elect Cash Payments”. Download the slip from the portal and take it to one of the location listed on the Payment Slip. If you have trouble printing the slip, call the DRE office.

F. Personal Checks

Unless other arrangements are made, personal checks are acceptable at any time before the 5th of the month. After the 5th, certified funds are required. Certified funds are also required if a check has been returned for non-sufficient funds or any other reason. DRE will notify you if your personal checks will be refused. Be sure to indicate the property address for which you are paying rent, otherwise we have no way of knowing where to apply it and it could be applied late.

Make checks payable to **Davis Real Estate, Inc.**

G. No Cash

For insurance reasons we have a “NO CASH” paid at the office policy for everyone. As noted in Section E. above, cash payments can be done on the tenant portal with an Electronic Cash Slip. Those payments must go to one of the locations on the Electronic Cash Slip. Cannot be paid in office.

H. Paying at the Office

To assure that your payment is received by the 1st, you may want to bring it to the office. Office hours are 10:00am to 4:00 pm, Monday, Tuesday, Thursday and Friday. Our Wednesday hours are 10:00 am to 1:00 pm. You can put it in our secure mail drop box in the front of the building if you get here after hours. **If you put rent in the mail drop box, call our office to confirm the rent payment was received and applied to your account.**

I. Bounced Check or Declined Online Payment

If we get a check returned for insufficient funds (NSF), or an online payment is declined:

1. Your account is charged an NSF fee.(See Fee Schedule)
2. If the NSF payment was for rent, your account is charged a Late Fee.(See Fee Schedule)
3. You will then have 24 hours, after notification, to pay all rent and charges to avoid eviction. If still unpaid after 48 hours, you will be served with a “Notice to Quit” (an eviction notice demanding that you pay immediately or move out).

4. DRE will then no longer accept personal checks or ACH payments as payment for your property.
5. All future payments must be made by Cashier's Check or Money Order.
6. All personal checks will be returned to you, which may cause your rent to be considered late, and you to be charged a Late Fee.
7. This policy applies to all roommates and all payments for the property.

There are no exceptions to the above-described policy.

J. Collection of Late Charges, Fees, and Repairs

Our policy is to enforce your lease agreement and apply your rent payments to any outstanding balances first, then rent. **Any** unpaid balance will cause you to be delinquent on your rent. When this occurs, we must proceed with our standard collection action by delivering you a Notice to Quit, which becomes an additional expense charged to the Tenant. (See Fee Schedule)

To prevent these additional expenses, please pay all your non-rent charges in a timely manner.

K. Credit Reporting

DRE is a member of the national credit bureau and will report any failure to pay.

Protect your rental and credit history because one day you will move out of the property, and likely, you will either rent or purchase a home. In either case, you will need good rental references and a good credit score. Avoid late rent payments, care for the property, and move out properly so we have the pleasure of being able to provide a good reference when we are asked about you.

L. CredHub

CredHub is a benefit DRE provides to tenants as part of the Resident Services Benefit Package. The key benefits for our residents are:

- Building a credit history via your rental payments
- Increasing purchase power with on-time rental payments
- Potentially paying lower interest rates with improved credit standing
- Positive rental payment history is beneficial for future rental applications
- Allstate Identity Protection
- 1000+ prenegotiated offers on moving services, utilities, furniture, and more – even local restaurants.
- Highly trained and certified Recovery Expert: Recovery Experts are trained and certified to handle and remediate every type of identity fraud case, and they are available 24/7.

M. Eviction Notice in Lieu of Late Notice

If rent is unpaid by the 6th of the month, Landlord will issue a 10 Day Notice to Quit. If rent and other unpaid charges are not paid by the 16th of the month, DRE will begin the eviction process.

Personal checks will not be accepted for late payments. They must be paid with certified funds or online. A fee will be assessed to the Tenant for the preparation of documents for the Magistrate. (See Fee Schedule)

If the Landlord or DRE must appear in court for an eviction suit, the resident will incur all the associated fees, such as court costs, attorney fees, etc. DRE collection policies conform to industry standards.

N. Last Month's Rent

Rent is due every month, including your last month. It is illegal to use the Security Deposit to pay your rent.

O. Late Fees

For rent paid after the due date, a late fee is charged. (See Fee Schedule) We encourage you to pay the rent by the 1st to avoid paying any late fees.

Why did I incur a late charge if my rent isn't late?

- All payments are applied to any outstanding balance and fees FIRST.
- Rent is ALWAYS paid after outstanding balances.
- If you have an outstanding balance, for example for water or sewer bills, you will still have rent due after your payment has applied.
- The late fee is charged on any outstanding balance.
- Pay your account in full each month or you will be charged a late fee each month that you have a balance due.

P. Payment Due Date

Rent is due in our office on or before the 1st of every month, regardless of the date you moved in. DRE's Zero Tolerance policy is that the rent must be paid on time.

We encourage you to pay timely so that you don't pay late fees and ruin your good credit.

No exceptions, even if the 1st is a Sunday or Holiday.

Payments can always be placed in our secure mail drop box in the front of the building.

Q. Payment Record

You may view your payment ledger through your private online resident portal at lockhavenapartmentrentals.com, for payment history and to check for any money due.

R. Pro-rated Rent

Rent is always due on the 1st of every month, regardless of when you move in or when your lease term begins. If your lease begins after the 15th, a full month's rent is required, plus prorated rent from the commencement date to the last day of the month; in this case the 15th through the last day of that month (based on a daily rate calculated by dividing the monthly rent by 30).

S. Using the Mail

You may mail your rent to the DRE office. However, if received after the 1st of the month, the late fees will be due. It is the resident's responsibility to confirm rent payment has been received and applied to your account.

Property Maintenance

A. After-hours Maintenance Charges

Our contractors expect additional compensation for working weekends, holidays, or after normal business hours. Unless it is an emergency, when you schedule after-hours maintenance, you will be responsible to pay the after-hours premium charges. They have families just like you, and prefer not working evenings, weekends, or holidays. So, if you require a special appointment time with a repairman and it results in the repairman billing us an extra fee, you will be charged that amount which exceeds the regular service fee.

B. Emergency Maintenance

DRE has an answering service for after-hours maintenance emergencies.

IMPORTANT! Identify emergency repairs from those which are not. We define an emergency as anything that threatens the health of the occupants or destruction of the property, like flood, fire, sewer back-up, burst water pipes, burst water heater, no heat, etc. For fire emergencies, call "911" first, then call our office at 570-748-8550 and choose option 9

All after-hour callers, please leave your name, address, and phone number. Your call will be returned as soon as possible.

Non Emergency maintenance, after hours is extension 104. Leave a message and someone will contact you the next business day.

Emergency Defined

1. **Emergency Examples** – fire, flood, sewage back-up, broken water pipes or loss of heat. If the emergency is life-threatening, call 911 immediately.
2. **The following are NOT emergencies** – broken air conditioning, refrigerator not working, locking yourself out of the house, power or gas off, oven not working, water heater out, broken windows and doors, toilet or plumbing stoppage, broken appliances. DRE is not liable for loss of food caused by appliance break down.
3. **Warning!** – If you claim you have an emergency and one does not truly exist, you will be charged back the service charge for the contractor/service representative responding to

the call. Do not call in an emergency unless it is truly an emergency. You will also be charged a trip charge if you do not keep an appointment with any contractor, unless permission to enter while you are out has been given to DRE in advance.(See Fee Schedule)

C. How to Submit a Work Order Request

Because we put such a high priority on keeping the property in good condition for the enjoyment of the resident, we make it easy to request maintenance at your Resident Portal, at lockhavenapartmentrentals.com.

As per your lease, all requests for routine and non-emergency maintenance **must be made in writing**, providing your name, daytime and evening telephone numbers, address, picture of problem, and specific problem or repair. Your requests will be handled in the order that they are submitted.

Non-emergency repairs are done during normal business hours (10:00am to 4:00 pm, Monday, Tuesday, Thursday & Friday, 10:00am to 1:00pm Wednesday)

If you have a valid emergency that cannot wait until the next business day, call 570-748-8550 #9 and follow the instructions for an emergency repair.

Remember maintenance personnel will not make an immediate appointment for non-emergencies. We know that repairs are an inconvenience and we promise to address them diligently. We appreciate your patience and cooperation.

Categories of Priority

Category 1: Emergency Maintenance

Emergency defined: Anything related to the property under the lease that is threatening to life, health, or the property. , flood, sewage back-ups, broken water pipes, tree falling on house.

Target: 5 to 8 hours.

Fire (please call 911)

Gas odors (please call UGI at 800-276-2722)

Utility Outage (call your provider first)

Please note: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.

The following are not emergencies: Refrigerator not cooling, locking yourself out of the house, power or gas off, a/c inoperable, oven not working, no hot water, etc. *These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies.* DRE is not liable for loss of food caused by appliance breakdown or for damaged belongings due to water leaks. Your renters insurance may cover unforeseen personal losses

Category 2: Urgent Maintenance

Broken windows, plumbing repairs (not clogged toilets, see Section E), loose railings, wobbly decks, electrical problems, etc. Target: 2-3 business day service. Note: during peak seasonal months, target response time for heat and air may be subject to delays due to contractor overload.

Category 3: Normal Maintenance

Appliance repairs, garage repairs, leaky faucets, etc. Target : 4-8 business days.

Category 4 : Non-Essential Maintenance

Minor repair. Target: 30 day service

D. Maintenance Personnel

Maintenance personnel may not be employees of our company, consequently we do not control their work hours.

Please advise us if a repairman does not arrive, or if the work is not completed in a professional and satisfactory manner. You may receive an email survey after the repairs are completed. Please fill it out and return it to us.

E. Resident Damages / Maintenance Charge-backs

Repair for damages caused by your neglect, abuse, or misuse will be charged back to you in full. We will rely on the servicing contractor to tell us what caused the problem.

A few examples of misuse include, clogged plumbing due to items dropped in the toilet (toys, bushes, flushable wipes, diapers, napkins, any personal items), overloaded closet shelves (over 75lbs), hair in drains, or a jammed garbage disposal.

The plumbing repair cost will be your responsibility. This is not considered equipment failure and you should do everything you can to handle these issues yourself. Unless the contractor indicates it was not caused by you (i.e. roots in the system, pipe collapsed, septic tank back-up), we assume the problem was caused by misuse, and not by a defect of the property. Clogged plumbing is your responsibility.

Damages caused by abuse or misuse will always be charged to you.

Maintenance Charge-backs

If the contractor we send to the property tells us the need for maintenance is due to your negligence, abuse, or something easily remedied like a GFI switch or circuit breaker tripped, or garbage disposal not re-set, you will be billed for it. Failure to pay the bill will result in an

outstanding balance on your account, which will need to be paid with your next rental payment, or sooner, or late fees will incur.

There are some repairs, like unclogging a toilet or resetting a circuit breaker, you can easily do yourself. Please refer to the how-to videos on our website.

F. Resident's Maintenance Responsibilities

The resident is required to promptly notify DRE of all needed repairs.

Failure to inform DRE of water leaks or any condition that results in damage to the property or increased utility bills will cause resident to be held liable for the cost of the repair of subsequent damage and utility invoices.

Telephone notification is ONLY acceptable in cases of danger to person or property. Written notification is required for all non-emergency repairs, by the lease agreement.

Renting a house is not like renting an apartment. DRE does not have a maintenance handyman living in your neighborhood to run to the property and fix things immediately. There are some items that you can take care of yourself such as clogged garbage disposals, GFI switches that need to be reset, and minor items.

It is your responsibility to cooperate by allowing the landlord's repairman in the property for scheduled maintenance and repairs. Be sure to call DRE at least a day before if you are unable to keep your scheduled appointment; failure to do so will mean a charge to you.(See Fee Schedule)

DRE will bill you if you have agreed to an appointment with a vendor but failed to open the house for them at the scheduled time or provide access and animals are secure.

If there is still a problem after a recent repair has been completed (within 30 days), call us. If you fail to report this problem, and it causes further damage, you may be responsible for its cost.

Damages caused by abuse or misuse will be charged to you. We will rely on the servicing contractor to tell us if you caused the problem.

Monitoring of security systems is not handled by DRE. You will need to make your own arrangements to set up service in your name.

Inform DRE of any and all:

- Signs of mold in the property
- Toilet and faucet leaks and any plumbing back-up
- Electrical problems
- Heating and air conditioning problems
- Inoperative smoke detectors
- Faulty appliances (those included in the rental agreement)
- Roof leaks

- Gas leak
- Broken windows and doors
- Unsafe, unhealthy, or dangerous conditions
- Evidence of termite or wood ant infestation
- Bed bug infestation

G. Resident Renovations or Repair

If you call a repairman, we cannot reimburse you. As per your rental agreement/lease, residents may not do major repairs or alterations. If you want to make a special request to do any renovation or repair to the property:

- Submit your request in writing BEFORE making any changes.
- Do not proceed with any work until you are notified by DRE.
- DRE will ask the owners and determine if the request is acceptable.
- DRE may be required to obtain an estimate for restoration of the renovation.
- Pay an additional security deposit equivalent to the estimate for the restoration of the renovation.
- Sign a DRE agreement regarding the alteration/repair.

If the request is accepted, you must do one of the following prior to returning the keys after you move out.

Either leave the alterations (if this is part of the owner's condition of acceptance of alteration/repair)

Or return the property to its original state (if this is part of the owner's condition to accept the alteration/repair) and pay for any necessary repairs to restore the alteration/repair to its original state.

This includes, but is not limited to, basketball hoops/equipment, painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences, utility buildings, etc.

H. Parking

Parking is by permit only, where off-street parking is provided. Violators will be ticketed or towed. Tenant must display the parking permit at all times or be subject to ticketing or towing. During winter months, Tenants will be notified, by the management office, when the parking lot will be plowed. All vehicles must be removed for plowing or a fee will be assessed.

Critical Issues of the Lease

A. Acceptance of the Property

You are **required** to provide DRE with your most current work, cell, and home telephone numbers (including non-published numbers) and your email address. Please notify the office, at propertymanagement@davisrealestateinc.com, during your Lease Term, of any changes.

B. Contact with the Owner

DRE is your management company and will be your only contact during your tenancy. If someone calls or shows up at your door claiming to be the owner (or agent representing the owner or lender), you should be suspicious and not invite them into the home. Don't assume they are who they say they are. Protect yourself at all times from people who claim to have some authority over the property. The hard and fast rule you should follow is...if anyone contacts you about the property, always refer them to DRE and we will handle them.

C. Drug Free Housing

DRE is committed to compliance with all federal, state, and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

D. Early Termination

DRE's primary responsibility is to act in the owner's best interests at all times. However, we understand that at times extenuating circumstances may prevent a resident from fulfilling the term of their lease agreement.

If you need to vacate the property before the end of your lease agreement, there is a fee for placing a new resident (re-letting).

Re-letting Charge Options

Option 1: Find your own replacement resident (that is acceptable to DRE). The charge for option 1 is \$650 within 30 days of the Breach of Contract date.

Option 2: Hire DRE to find a replacement resident for you. The charge for option 2 is \$750 within 30 days of the Breach of Contract date.

Payment is due at the time the Breach of Contract is signed and submitted. Payment is not refunded if a tenant is not found by the end of the contract.

Resident(s) are responsible for all rent due until the property is re-leased and the new resident(s) have started paying rent or until the expiration date of your lease, whichever is sooner.

Resident(s) are responsible for water, electric, yard maintenance, and ALL other obligations of the lease until a replacement resident has executed a new lease agreement.

Please note: The re-letting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only a part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident.

The re-letting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

E. Fair Housing

DRE is committed to compliance with all federal, state, and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

DRE and its staff have a legal obligation to treat everyone in a consistent manner.

We understand that from time to time residents have financial difficulties, health problems, or other emergencies. Although we sympathize with the situation, we are legally bound to follow and enforce the stipulations of the lease agreement.

Please do not place us in the difficult position of denying a request for an exception to the lease agreement because we cannot grant it.

F. Lawn Care

One of the differences you have when renting a house (as compared to a town home or apartment) is you are responsible for lawn care. Unless there are special arrangements to the contrary, **it is your responsibility to maintain the lawn, weeds, trimming, etc.** Your failure to do so can create serious problems for the Owner. An unmaintained yard will generate complaints from the neighbors and there could be fines assessed to the Owner and charged back to you. Not everyone has a green thumb, so it may benefit you to hire a lawn care company. Whatever it takes, it is your responsibility to keep the lawn looking good. See more on this in the Housekeeping sub-chapter O: Watering Yard.

G. Disturbances, Noise, and Nuisances

All tenants, residents, and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or passersby. Any activity that causes extreme or excessive noise, traffic, or disturbance of any kind is cause for eviction. This includes loud, lewd music, and vulgar or profane language. If music or other sound can be heard outside the perimeter of the premises, it is considered too loud. If your neighbors can hear your music, try turning down the bass setting on the speakers and placing a barrier material between the speaker and the floor or wall. Odors from smoke would also be a violation. Check Fee Schedule for violation charges.

H. Lease Expiration / Renewals

During the sixty (60) to ninety (90) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal. It is crucial that you return this notice to us in a timely manner. To renew your lease we must first perform and process a property inspection or we will send you a Zinspector link for you to complete. And the lease renewal must be processed before the end of your original lease period. Any delay will cause

your lease to be on an automatic month to month status, at a higher rental rate, effective the 1st month after the lease expiration.

I. Marketing During the Notice Period

Because the property may be listed for sale or lease during this time, it must be available during reasonable hours for showing, and remain well-kept. You will be called, texted, or emailed before any showings. It is a violation of your lease to deny entry if ample notice is given. Minimum of 24 hours.

Minimum showing conditions:

- All beds made and rooms neat
- Floors recently vacuumed, clutter free
- Kitchen, baths, and sinks clean and empty
- Walls clean and unmarred
- Animals kenneled or caged. Cannot be locked in a room
- Litter boxes clean and odor free
- Lawn mowed, trimmed and in good condition

Failure to allow agent showings to prospective residents or buyers, during this period, constitutes a default of the lease and the security deposit, in its entirety, may be forfeited.

Please do not allow any prospective residents to enter your home unless accompanied by a real estate agent or representative of DRE.

J. Move-in Inspections / Acceptance of Property

The move-in inspection is designed to document the condition of the property prior to your taking possession, so that you are not held responsible for prior existing damages. It is the benchmark we will use when you vacate the property to establish charges for damages.

You have the option to protect your security deposit with photos as described earlier in Moving Into the Property, Section E. Call our office for more information.

By signing the lease, the Resident accepts the property in its present condition (AS IS), subject only to conditions which materially affect health or safety of an ordinary resident.

K. Occupants / Roommates

Only those persons listed on the lease agreement have permission to occupy the premises. A reasonable number of guests may also occupy the premises without prior written consent if their stay is limited to five (5) days; after that they become unauthorized occupants. DRE holds you responsible for all occupants and guests, and their behavior.

We must know who is occupying the property regardless of their age and they must be named on your lease agreement. DRE must be notified of any new occupant to your residence. If the

additional occupant is 18 years of age or older, application must be made and approval must be obtained by DRE. An application fee will be charged along with a fee to amend the lease

Residents must abide by the decision of DRE to add or remove anyone to the Lease Agreement.

Failure to fulfill the above-mentioned requirements may result in termination of your lease.

L. Parking and Vehicles

All vehicles should be parked in the appropriate area (parking lot, driveway, etc.) or on the public street where allowed. You are not allowed to park on lawn, sidewalks, and other area not specifically designated for parking. All vehicles must be registered, licensed, and operable at all times. No vehicle repair is allowed at any time. If your vehicle leaks fluids, place a protective covering under it to catch the leak. No oil/fluid stains are allowed on the garage floor, driveway, walkway, or any other part of the area. Fees may apply.

M. Pets

No pets may be kept on the property, even temporarily, without DRE's written authorization. Not all units allow pets.

Frequently asked questions:

Can I add a pet after I have already signed a lease?

You must have the pet approved, apply online, and a Pet Agreement signed before bringing any pets on the property.

What if I have a pet that is not approved?

Having an unauthorized pet is a serious lease violation and may lead to eviction and a fine.

Can pets visit the property?

No.

Any unauthorized pet found on the property can result in eviction and/or an inspection fee along with a per day fee until the pet is removed. See Fee Schedule. Pets also include fish in aquariums larger than 25 gallons, mammals, birds, rodents, and reptiles.

N. Rental / Lease Agreement

You received a copy of your rental/lease agreement, move-in checklist, and other pertinent documentation. These are also accessible on your portal. We recommend that you keep this paperwork for future reference. Please remember, your lease agreement is a binding contract. If

you have any questions regarding your lease agreement, please call the DRE management team at 570-748-8550.

O. Rescheduling Appointment / Denying Access

We always make the effort to contact residents either by phone, text, or email before we enter the property. Sometimes problems arise in setting up inspections or scheduling maintenance. Consequently, if you cause the need for rescheduling by not keeping an appointment, you will be charged a rescheduling fee. If you break, or reschedule two appointments, we will just use our key to get in, and charge the fee again. (See Fee Schedule)

If DRE is denied, or is not able to, access the property because of your failure to make the property accessible, you will be charged a fee, for not cooperating. (See Fee Schedule) The lease agreement gives the homeowner's agent permission to enter the property after trying to contact you as well as the right to place and use a lockbox during the last days of the lease or any extension of same. Lack of access includes not having pets caged/crated.

P. Right of Access

Our policy is to respect your right of privacy at all times, and we will attempt to contact you prior to visiting the property. However, we must be able to get into the property to do periodic inspections, address needed repairs, and to market the property. The lease gives us this right. Unless it is an emergency, DRE will notify you prior to any visit because we respect your privacy and understand your need to control what happens in your home. Courtesy will always drive us, so don't worry about someone stopping in unannounced unless water is flowing out the front door or some other disaster is threatening.

Q. Routine Property Reviews / Visits

DRE will order periodic reviews of each property. You will receive written notice, via email or text, with the dates and times of the visit.

Can I refuse this review?

No, once DRE has notified you, we may enter the residence on the scheduled day, the letter, serves as your notice.

What about my pets?

Please put your animals in a crate or in the garage for the appointed day.

What are you looking for?

We are looking for: 1) major damage; 2) pet damage; 3) cleanliness/habitability; and, 4) lease violations.

How often are reviews done?

Routinely once per year, plus additional visits as necessary for Resident violations or upon owner's request.

Missed appointment fee – As noted in previous sections, you will be charged a fee, if DRE or our contractor, cannot enter the house, or any locked rooms or closets, for any reason (like unrestrained pets, changed locks, etc.). Additional added lock are prohibited.

R. Subletting

Subletting is when you “move another person in” to share the rent (without adding them to the lease), or “move out and let someone else pick up the rent”. There is no subletting allowed without DRE consent. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of you needs to move out, coordinate it with DRE directly.

We have a procedure to add a resident to the lease. Contact your management team on how this can be accomplished.

S. Violation Notices

We spend a great deal of time notifying residents of lease violations and following up to make sure that the violations are corrected. Consequently, we charge a fee between \$50 - \$250 for sending a lease violation notice.

A few examples of lease violations are: not maintaining the yard, trash cans in view from the front of the property or left out on non-trash pick up days, not changing or using the incorrect A/C filter, and not replacing the batteries as needed in smoke alarms or door combo locks. These as well as all other rules are listed in this handbook or stipulated in the lease agreement.

Housekeeping

A. A/C Filters

As stated in the lease agreement, you are responsible for supplying and changing the air conditioning and heat pump filters **every two months**.

We require that you use the correct size pleated style filter (unless there is a permanent filter in the unit which requires monthly cleaning), installed in the correct position for the proper air-flow (see arrows on filter). If DRE must replace the filter, there is a cost for labor plus the filter.

A clean filter prevents serious damage to the motor, compressor, and other parts of the AC/Heating unit. A dirty filter reduces the efficiency of the A/C and heating unit, requiring it to work harder increasing your electric bill; and shortening the operating life.

Any cleaning required or damage done to AC/Heating units caused by failure to perform mandatory changes of the filter will be charged to the resident. The repair technician will make

this determination. This is a very expensive maintenance or repair, and the resident **always** gets billed for the entire amount due to neglect.

We recommend you change the filter when you pay your rent and buy several at one time to have them on hand.

B. Cleaning and Care of the Home

Resident is responsible for keeping the property clean, odor free, and orderly inside and out.

Kitchen Counter Tops: Promptly wipe up any spills to avoid stains. Use hot pads to protect the surface. Avoid damage when cutting items with a knife by using a cutting board, not the counter top.

Dishwasher: It is important that you use only dishwasher-specific products.

- Do not use dish soap or laundry detergents; they will cause the dishwasher to overflow.
- Run dishwasher at least once a week or the seals dry up and the motor can be ruined.
- Do not leave soiled dishes in the dishwasher for a long period of time, such practices attract household pests.

Stove, Hood, Vent Filters and Ovens must be cleaned on a regular basis.

- Self-Cleaning Ovens: (Use heat to clean) Follow instructions printed on the oven. Do not use commercial cleaners such as “Easy Off” or “Mr. Muscle”.
- Continuous Clean Ovens: Set at 450 degrees and leave on for several hours (High heat helps the cleaning process.) Then wipe out. Do not use commercial cleaners in the oven. If you use these cleaners, the oven will begin to rust within a few weeks.
- Do not leave the oven unattended while cleaning.

Carpets and Floors: Clean up spills, pet accidents, etc, promptly. Vacuum carpets and sweep and mop floor regularly.

- Have carpets steam cleaned as needed. Contact DRE for a list of carpet cleaning companies.
- Use only approved cleaners on vinyl floors. Do not use wax.

Hardwood and Laminate Floors: Use appropriate cleaners only! Wood and laminate floors must NOT be wet mopped or have liquids left on them!

Bathrooms: Report any leaks immediately!

- Please notify the office if the caulked areas around your bathtub and tiles become cracked, broken, or chipped. Water seepage can cause severe damage to your home.
- Do not use abrasive cleaners, steel wool, or scouring powder to clean any tubs, marble sinks, counter tops, or ANY fixture. Using these items ruin the finish. Instead use “Soft Scrub” or other nonabrasive cleaners.

- Prevent mildew and mold from accumulating by using exhaust fans during and after showering, keeping bathroom properly ventilated, and by treating immediately with products such as “Tilex”.
- Report any leaks immediately.

Odors: You are responsible for keeping the home free of any lingering odors. These may result from pets, smoke, cooking, etc. If there are lingering odors in the home you will be responsible for the cost of its remediation. The damages besides general cleaning could include: interior painting, replacement of carpeting, and additional extensive cleaning of ceilings, walls, and light fixtures, etc. If the home requires deodorizing or more extensive remediation to remove the odor, it will always be at your expense, and not considered normal “wear and tear”.

C. Fireplace Use

If there is a fireplace on the property, it is available for your use. You may not use without DRE approval, as stated in your lease.

However, before putting it in use, call DRE so we can have it inspected and, if needed, cleaned. You will then be responsible for having it inspected and, if necessary, cleaned by a certified chimney sweep when you move out.

Proper use of a fireplace:

- BEFORE starting the fire, open the damper.
- Close the damper securely ONLY when the fire is out and the ashes are cold.
- If smoke is coming into the room, put out the fire IMMEDIATELY and vent the house.
- Use hardwoods, like oak or mesquite, rather than softwoods, like pine or cedar. Softwood causes sparks and a buildup of creosote in the flue.
- NEVER use fire starters, such as lighter fluid or kerosene, and definitely not gasoline.
- NEVER burn trash or Christmas trees in the fireplace.
- ALWAYS use a log grate. It positions the fire properly and ensures a good flow of air to, and around the fire.
- Build moderate to small fires. Most prefab fireplaces are not designed for roaring fires. DO NOT overfill the fireplace. Overfilling can cause excessive heat in the chimney and the possibility of a house fire.
- Use a fireplace screen at ALL TIMES to prevent damage to the carpet and to reduce the possibility of a fire spreading into the room.
- NEVER leave the fire unattended or with unattended children.
- ALWAYS use a metal ash container for the removal of ashes and be sure the ashes are cold. NEVER put warm ashes in a garbage can, paper bag, or any flammable container.
- Do not use a vacuum to clean up ash.

Residents must not stack firewood next to the house, any building, or wooden fencing. Doing so promotes the infestation of wood destroying insects.

D. Garbage Disposals

- The garbage disposal is a convenient appliance, if used properly.
- REMEMBER: IF YOU CAN'T CHEW IT, YOUR DISPOSAL CAN'T CHEW IT!
- It must be used appropriately. For instance, it was not created for: bones, grease, fat, oil, meat, vegetable and citrus, peelings, etc.
- If a spoon, bottle cap, or other item becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve it. Never stick your fingers in a running disposal!
- The disposal is self-cleaning, but occasionally adding baking soda will help to reduce odors.
- Never use caustic drain cleaners.
- If the motor whines, turn the switch off and unjam the disposal. A special tool may be required and your local hardware store should carry it. There is a reset button on the bottom outside of the disposal. You will be charged for maintenance service if the disposal is only jammed, clogged, or the safety button has not been reset.
- We have the right to remove a garbage disposal

E. Garbage and Recycling Containers

Most areas have curbside garbage and recycling, using individual receptacles.

- Trash must be placed in proper containers in accordance with city and/or county policy.
- Receptacles may be placed at the curb the night before the weekly collection and must be removed the evening of that day and stored out of sight on non-collection days.
- Toxic waste such as paint, oil, antifreeze, solvents, and batteries must be disposed of in accordance with the rules and regulations set forth by the city and county.
- If trash is included in your rent, the dumpsters are for everyday trash only. No boxes, furniture, electronics, etc. are allowed.

F. Light Bulbs

All light sockets should have working bulbs in them when you move in. If any lights do not work when you move in, please notify us by using a work order request, at once. Otherwise, it will be your responsibility to replace light bulbs, as needed, during your occupancy, with the correct size, type, and wattage bulb. If a light fixture is rated for a 60 watt bulb and you use a 100 watt, it may cause a short circuit and a fire hazard.

Upon move-out, it is your responsibility to ensure that all fixtures have the correct working bulbs installed. You will be charged per bulb for any that are missing, burned out, or are not the correct type or wattage.

G. Mold / Mildew

Every house has some mold, and it has been around since the beginning of time. Most of it causes no health risk, but you always need to watch out for it. If you keep moisture in the house low, the shower tile clean, and the refrigerator wiped down, you'll probably never see any. You

executed a “Mold Prevention Addendum” before you took possession of the property that teaches you how to deal with mold and mildew. Read it carefully.

H. No Smoking

Smoking is NOT allowed inside the property or the garage. We will rent to residents who smoke, but we require them and their guests to smoke outside.

I. Pest Control

- Any pests, including insects and rodents, not reported in writing within the first three (3) days of the lease, will be assumed to have entered the property after the start of the lease.
- You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, bed bugs, silverfish, rodents, etc.) except termites.
- Since you are our eyes on the property, please let us know if you see any termite activity. They usually swarm in the spring and you can't miss them. Please notify our office immediately if you notice any signs of what you believe may be termites.
- Please do not store wood against the exterior of the house.
- We require you to use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance selecting a pest control company, we can refer you to the one we use.

J. Refrigerators

- Repair of a unit at your expense does not make it your property. If you choose to replace the unit, please contact our office so we can update our records and arrange its removal.
- DO NOT dispose of an inoperable unit without written permission from DRE, unless it is yours.
- If you have your own refrigerator that you wish to use and there is a refrigerator already in the property, contact management regarding proper storage of the owner's unit. If you store it in the garage, it will need to be kept plugged in and running.
- Any loss of food due to a malfunctioning or inoperable refrigerator is solely at the resident's expense. Owners are not obligated to reimburse residents for lost or spoiled food.
- A refrigerator is not a toy; please teach your children the dangers of playing in and around refrigerators.

K. Resident Dos and Don'ts

- Don't perform electrical work (this does not include changing light bulbs or batteries).
- Don't paint or change walls, woodwork, flooring, or landscaping of the property without written permission from DRE.
- Don't perform repairs of any type unless authorized by DRE.
- Don't store items next to the furnace or water heater.
- Don't store items in the attic.

- Don't park on the grass or park more vehicles than authorized in the lease agreement or keep inoperative vehicles on the premises without permission from DRE. Unauthorized or vehicles parked in unauthorized places will be subject to towing at car owner's expense.
- Don't deduct any pre-authorized or unauthorized expense from the rent. If DRE authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement.

We are here to maintain the property in a safe and habitable condition and to service your needs as efficiently as possible. However, we must also protect the owner and his/her financial position so that they can afford to maintain the property and avoid frivolous or excessive costs. Please refer to your lease, if you are renting a single family home. It may have different requirements.

L. Smoke Detectors

Your safety is important to us!

- Residents must test the smoke detector within one hour after occupancy and inform DRE immediately if it is not working properly.
- Smoke detectors are for your safety, please test them every thirty days and replace batteries as necessary. Normally the smoke detector will emit a beeping sound when the batteries are losing their charge.

M. Thermostats

Do not switch your thermostat setting quickly from COOL to HEAT, or from HEAT to COOL. First switch the thermostat to off and wait until it stops running, then switch from HEAT or COOL. Failure to follow this precaution may result in permanent damage to your unit. You could be charged for the repair and/or replacement.

In hot weather, set the selector switch to "COOL" and set the fan switch to "AUTO". Set the controls between 75 and 80 degrees to provide maximum cooling. Setting them lower will not cool your home any faster.

N. Walls

- We suggest you use Command Strips or J hooks when hanging pictures on the walls.
- If you have questions about items that are heavy or difficult to hang, please call the office.
- Mirror tiles, contact paper, wallpaper, or other wall coverings with adhesive backing are not permitted without prior written consent.
- If you wish to change existing wallpaper or paint, please contact the office first, to obtain written approval.
- You are responsible for removing nails and the cost of repairing any damage to walls and ceilings.

O. Watering Yard

Watering guidelines:

- Water the yard weekly in the spring and summer between rain falls. Leave the water on for 30 minutes to an hour.
- The best time to water is early morning or late in the evening.
- During drought conditions, observe water rationing rules and restrictions. Refer to the local water company to find out what the restrictions are.

P. Winter Conditions

It is extremely important that you stay abreast of cold weather reports throughout the winter. Any extended period of below freezing could cause unprotected water pipes to freeze and burst.

When the outside temperature falls below 32 degrees Fahrenheit, you are responsible for protecting the premises by having taken steps to reduce the likelihood of frozen plumbing.

In the event of severe, freezing weather, please observe these precautions:

- **The heat must be maintained at a minimum of 65 degrees F.** in order to protect the plumbing from freezing.
- Exterior faucets and exposed water lines must be adequately protected by insulating, wrapping, or covering. Remove all outdoor hoses from the system.
- Allow inside and outside faucets to slowly drip. Drip both hot and cold water.
- Open cabinet doors to expose plumbing fixtures so that these spaces will be heated.
- If you are going to be away from the property for the day or an extended period of time, it is very important that you do not turn the heat off! Please leave the thermostat setting no lower than 65 degrees.

These precautions are essential in order to avoid the risk of substantial damage to the property and your possessions from broken pipes due to freezing temperatures. If the damage results from your failure to exercise these precautions, you may be liable for damages to the property.

Q. Yard Maintenance

There shall be no large above ground pools, swing sets, play equipment, or trampolines allowed on the premises. Smaller plastic toddler playsets or baby pools (limit 200 gallons), may be used but may not remain in the lawn overnight or when not being used.

If you are renting a single family home, you are responsible for the continual upkeep of the lawn. This includes cutting, weeding, edging, trimming, reseeding (as needed), and watering.

- **The lawn must not be higher than 6 inches.**
- The areas around the driveway, sidewalks, curbs, and gutters are part of the yard and should be kept free of weeds, leaves, and debris.
- Remember, the exterior appearance of the home reflects the living conditions of the residents.

R. Littering

Tenants are strictly prohibited from littering on the Property or its surrounding areas. Any Tenant found littering will be subject to a lease violation or fine.

Common Area Access Issues

Access to Amenities

Occasionally there are keys, passes and codes to gain entry to the building or community amenities. If you have trouble with any of them, let us know and we will help you secure them.

Miscellaneous

A. Key-less Entry

If your apartment has a keyless entry code, you are responsible for changing the battery as needed. If you find your code has stopped working, or **it blinks red**, this is a sign the battery is dying and needs to be replaced. If the battery is not changed you will be locked out!

To change the battery: On the inside of the door, remove the screws and take off the cover plate. Remove the old batteries and replace with them with **only** Energizer or Duracell batteries. Replace the cover plate.

B. Lost or Misplaced Keys / Rekeying

Should you lose your keys or lock yourself out, in some cases, we have a duplicate set of keys available in the office.

Only those on the lease can pick up keys and identification is required. The keys must be returned the same business day or you will be charged for key replacement. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours. There is a fee if these keys are not returned.

If we bring a key out to you, you will be charged a trip charge. See Fee schedule

If you lock yourself out after hours you will need to contact a locksmith at your expense.

Residents are not allowed to change or add locks. If you wish to re-key the property at your expense, please contact the office.

C. Maintenance Reimbursement

Generally, DRE assigns a vendor to perform work you request in your residence. However, if after contacting DRE about arranging a minor repair yourself, and DRE has agreed to reimburse you:

- First pay the bill and send the receipt to DRE. You will be reimbursed the agreed amount.
- Do NOT deduct the amount from your rent.

D. Renter's Insurance

Your lease requires you to have Renter's Insurance for liability and your personal property. A copy of the Declarations' page must be provided to DRE prior to move-in. Please notify your insurance company that DRE is your landlord and must be listed as an additional insured on the property. DRE will not and does not provide any insurance for you, your personal property, or any liability insurance for you.

You must maintain the Renter's Insurance policy for the duration of your lease and through any renewal periods. Failure to provide or maintain insurance can result in DRE lease violation.

Buying a Home

A. A Home Outside DRE

DRE will also be happy to assist you in purchasing ANY new or pre-owned home, including those not managed by DRE. We have several real estate agents, specializing in Clinton County and the surrounding area, happy to represent you in the purchase process. This can happen when you give your notice to vacate, per your lease requirements, or in the event you want to move sooner, you may choose to exercise the Early Termination clause as stated in your lease. Your property manager and agent can advise you of the process ahead of time, so you can plan accordingly. Please contact our office for more information.

Move-out Process

A. Carpet Cleaning

Residents are required to have the carpets PROFESSIONALLY CLEANED with a truck mount system, after move-out. This must be done after you have completely removed all your belongings and vacated the property. A receipt from a professional carpet cleaning company must be provided to us when you turn in your keys.

Carpet cleaning is the last item to be done and tenant cannot reenter property.

DO NOT rent machines from a store or use home cleaning machines. Only professional cleaning is acceptable.

If you have an animal and odor enzyme treatment is required.

Be sure to have any spot treatments or pet treatments done as needed. If there is a pet odor after you have vacated the property you will be responsible for the cost to remove it. If you hire a

carpet cleaner other than the ones we use, be sure they will guarantee their work to DRE's standards and satisfaction.

You may contact DRE for a list of carpet cleaning companies.

B. General Cleaning

Leave the property clean throughout the interior of the property and the yard. Accumulated dirt, pet hair and grime is not normal "wear and tear". See the Wear and Tear page on our website for information on the difference between "wear and tear" and "damage".

- This includes: floors, windows (inside and out), window sills and door casings, mini-blinds, drawers (inside and out), shelves, all appliances, sinks, toilets, bathtubs, showers, vanities, light fixtures, fireplaces, remove cobwebs inside and outside, etc.
- Pick up debris and animal feces in the yard and dispose properly.
- Cut the lawn, weed the flower beds, edge, trim the shrubs, and sweep patios/decks and paths.
- Driveway and garage floor must be cleaned of any grease and oil stains. Garage floor should be swept.
- Cooperate with all appointments to show the property.
- All utilities are to be left on through the day after your lease ending date.
- Vacate and turn in ALL keys, to the DRE office, by the expiration date by 9am. Keys left in the unit will not be considered returned.
- If you have a furnished apartment, you are required to have the furniture professionally cleaned.

C. Tenant Portal

After your move-out date you won't have access to your Tenant Portal. If you need to make payments, they must be dropped off or mailed to the DRE office. DRE is not able to change your automatic payments that you set up on the Tenant Portal. You must stop them to prevent payments made in error.

D. How Do I Get My Security Deposit Back?

We want to return all of your security deposit to you. You can control this by turning over the property on time, taking great care of the home during your residency, making sure that it is clean and free of debris, and by having the carpet professionally cleaned after you have moved out, and a professional flea treatment if you have an animal.

Be sure that you understand what your responsibilities are for cleaning and preparing the property for move-out. Please read our Move-Out Instructions carefully. You can obtain a copy at lockhavenapartmentrentals.com under Tenant Resources.

Painting and Nails: Please remove all nails on walls. Do not fill holes caused by picture hangers, or touch up paint without approval. If you paint or fill holes and it does not match, you will be charged for all necessary repair and repainting.

Utilities must be left on for the move-out inspection. If the utilities are not on for the move-out inspection you will owe the Landlord the total utility company charges of reconnecting the services, and a DRE administrative fee of \$75. Any delay of inspections caused by the utilities not being on will also delay the return of your security deposit.

The move-out inspection documents the current condition of the home and compares it to your move-in inspection report. We will then charge for any condition discrepancies not identified as existing at move-in.

E. No Time to Clean House, Etc.?

We have reliable people who can do these things for you. We are happy to help. However, if you don't handle this, we will deduct the cost of the invoices from your security deposit. Carpet and flea treatment receipts must be provided at the time of the move-out inspection. Charges will be applied if the receipt is not received at the time of the move-out.

If you hire a company to clean after you move out, you must have the power connected through the date of the cleaning or the end of lease. Whichever is later.

F. Responsibilities If You Had an Animal

DRE's Pet & Assistant Animal Addendum calls for some specific items that you must do at move-out if you had an animal.

1. Have the property professionally cleaned and deodorized. Have a receipt ready for DRE when you do your move-out inspection or funds will be withheld to have the carpets cleaned and deodorized.
2. Have the carpets professionally treated by a pest control company for flea removal. Even if you believe your animal did not have fleas, this is required as part of your pet addendum. Have the receipt ready for DRE at time of move-out or DRE will charge for this item.
3. Remove all evidence of the animal. Watch for food dishes, hair, leashes, waste, holes in the yard, and repair any damage caused by the animal. Owners are particularly sensitive to animal damage, so we must be also.
4. Get rid of all animal-related odors.

G. Returning the Keys

Until your keys are received by DRE, you are considered to be in possession of the property. It is not enough to be moved out, you must also deliver the keys in order to turn over the property to DRE and end your tenancy. This step must be completed timely (by the lease ending date) to end your lease and avoid additional cost to you.

If you are surrendering the property when our offices are closed, please put them in the secured mail drop box in front of the building. Be sure to put all keys, remotes, and fobs in an envelope clearly marked with your name and the address of the property you are moving out of.

All furnishings must be removed, and all cleaning accomplished, before the keys are returned to DRE.

No keys – written notice of move out with forwarding address required.

Residents are not permitted back on the property after vacating and turning over keys.

H. What Happens If I Limit Agent Showings?

During the final days of your occupancy, it is important that you continue to comply with your lease agreement, especially as it relates to making the property available to be previewed by prospective buyers or residents. If you attempt to limit or restrict access between 10:00 am and 8:00 pm daily for showings, you will be in default of your lease and forfeit your security deposit.

I. What Happens if I am Not Out on the Date Expected?

You must obtain an extension in writing from DRE in order to remain in the property after the move-out date. Otherwise, this will be treated as a “holdover” and you will be responsible to the owner for two times the normal rent and legal damages per your lease agreement, which reads as follows:

“Tenant will pay Landlord rent for the holdover period and compensate Landlord and prospective Resident for damages, including but not limited to, lost rent, lodging expenses, costs of eviction, and attorneys’ fees. Rent for any holdover period will be two (2) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.”

J. What Happens if My Deposit is Insufficient to Pay All I Owe?

You must make arrangements to settle up your account within 30 days of your security deposit receipt. Every effort will be made to give you time to pay what you owe. Unsettled accounts will be reported to the Credit Bureau and turned over to collection agencies for processing.

K. What Happens if I Accidentally Take the Garage Door or Other Remotes?

If the garage door, air conditioner, TV, or fireplace remotes are missing at move-out, we will charge you for them. Because garage door remotes are expensive and some brands are hard to find, we will give you five days to return the remotes to our office. If we receive them within five days, we will take the charges off the move-out inspection.

L. Where Will the Security Deposit Check be Mailed?

The deposit will be mailed to the address that you give us in writing. If no address is given in writing, we will mail it to the property and rely on the postal system to forward it to you. If there are roommates, all names must appear on the check unless otherwise agreed to in writing.

M. Why is there a Lockbox on My Door?

The lease gives us the right to market the property. This will involve using a lockbox for access and placing a sign in the yard. Courtesy will always drive our showing procedures. If you resist this and try to prevent showings, you will forfeit your security deposit, as described in the lease, so cooperate with us, and we will make the transition a smooth one.

In Closing

We reserve the right to make revisions, from time to time, without notice, in our “Lease Rules and Regulations” and policies and procedures, due to changes in the Pennsylvania Property Code or city codes. Violation of these guidelines will constitute a breach of the lease.

In any case, if a conflict appears between these guidelines and the Lease Agreement, the conflict shall be resolved in favor of the Lease Agreement.

If you have any questions regarding your lease, or concerns during your stay with DRE, please feel free to call the office. We depend on and appreciate your business, and our staff will do their utmost to satisfactorily resolve any problems. Our goal is to always provide you with efficient, courteous service.

We will work hard during your residency to make it a pleasant one, and look forward to a mutually satisfying relationship. Your cooperation is always appreciated.

Thank you for leasing with us!



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