Genesee County Land Bank

452 S Saginaw St. 2nd Floor
Flint, MI 48502
Ph: (810) 257-3088
Fax: (810) 257-3090

Return Application to: Cheryl McHallam

RENTAL APPLICATION CHECKLIST

You will need to bring ALL of the following:

1) Section 8 Voucher if applicable
2) Divorce Decree if applicable
3) Driver's License/State I.D. for all applicants 18 +
4) Social Security Cards for you & all other household members
5) Birth Certificates for you & all other household members
6) Proof of ALL income from everyone in your household 18+

   - TANF verification from caseworker and/or
   - SS Award letter and/or
   - 4 recent paycheck stubs and/or
   - Child Support check stubs or print out and/or
   - Any other income documentation

7) Copies of utility bills showing your name and address or letter faxed to us stating you can get service in your name.
8) 4 rent receipts

Please call Cheryl McHallam if you have any questions and to set up a time to bring back your COMPLETED application with all of the above documents.

Thank you for Genesee County Land Bank

RESIDENTIAL RENTAL APPLICATION

Office Use Only

_____
Address of Apartment

_____
Municipality

Date of Application _____

Name _____ Social Security #_____ DOB _____

Marital Status _____ Spouse Name_____ DOB_____

Domestic Partner_____ DOB _____

Co-Applicant_____DOB_____

Present Address _____

City _____ State _____ Zip_____

Telephone (H)_____ (W) _____ (Cell) _____

Car Make & Model_____ License Plate Number_____

Desired Move-In Date_____

Rental Subsidy (if any):_____

Please enter ALL persons that will live with you.

Other Residents	Relationship	D.O.B./Age	S.S.N.

PRESENT LANDLORD_____ Telephone _____

Length of time a present address: _____ Rental Amount _____

Lease expires _____ Reason for moving _____

PREVIOUS LANDLORD _____ Telephone _____

Previous address _____ Zip Code_____

Rental Amount _____ Dates of occupancy at previous address _____

EMPLOYMENT/EDUCATION INFORMATION

Present Status: ☐ **Employed** **Student: Yes** ☐ **Hrs. per week _____**

☐ **Unemployed** **No** ☐

Name of Employer _____ Telephone _____

How long employed? _____ Position held _____

How many hours per week? _____ Salary/Hourly_____

If student, list college or vocational school _____

Expected date of completion _____ Degree/Certification _____

High School Diploma: Yes ☐ No ☐ **GED:** Yes ☐ No ☐

Co-Applicant/Spouse/Domestic Partner

Student: Yes ☐ **No** ☐ **Hrs. Per week** _____

Present Status: Employed ☐ **Unemployed** ☐

Name of Employer _____ **Telephone** _____

How long employed? _____ **Position Held** _____

How many hours per week? _____

Salary/Hourly_____

References

Name	Daytime Phone Number	Number of Years Known

FINANCIAL INFORMATION

SOURCE OF INCOME	AMOUNT	CO-APPLICANT/SPOUSE/DOMESTICPARTNER
Employment	_____	_____
Unemployment	_____	_____
Social Security	_____	_____
VA Benefits	_____	_____
SSI	_____	_____
AFDC	_____	_____
Child Support	_____	_____
WIC	_____	_____
Food stamps	_____	_____
TOTAL MONTHLY INCOME	_____	_____

CURRENT MONTLY EXPENSES

Rent	_____	Water/Sewer/Trash	_____
Electric	_____	Food (not including stamps)	_____
Gas	_____	Daycare	_____

Telephone _____ Insurance _____
Car _____ Other _____

TOTAL MONTHLY EXPENSES _____

DELINQUENT DEBTS

Student Loan _____ Car Loan _____
Utilities: Gas _____ Credit Card _____
Electric _____ Other _____
Telephone _____

BANK/CREDIT REFERENCE

Name of Bank

_____

Branch Address

_____

Type of Account ☐ Checking ☐ Saving ☐ Loan ☐ Other

Name(s) of Accountholder(s)

_____

Credit Reference

_____

Address

_____

By signing this application, acknowledge the accuracy of all information and authorize Beyond Housing to verify any references you have listed.

_____
Applicant's Signature

_____
Co-Applicant/Spouse/Domestic Partner

FOR OFFICE USE: DO NOT WRITE BELOW THIS LINE

REFERENCE VERIFICATION **REMARKS**

☐ Present Landlord

_____

☐ Previous Landlord

_____

☐ Employer _____

☐ Character _____

☐ Character _____

☐ Character _____

☐ Credit _____

☐ Police Report _____

☐ Other _____

☐ Home Visit _____

☐ Site Visit _____

DISPOSITION OF APPLICATION

☐ Approved ☐ Disapproved

☐ Lease signed _____ Expected move-in date _____

☐ Security Deposit received _____ Amt _____

☐ Housing Authority Inspection _____

☐ Municipal Inspection _____

☐ Gas ☐ Electric ☐ Water transferred to Tenant

Genesee County Land Bank
Lease Agreement NSP Funded Rental Units

This Lease Agreement (the "Lease") is executed by and between **Genesee County Land Bank** as owner of the Property (hereinafter "Landlord") and (1) __TENANT NAME_____and (2) __ _____, and (3)_____ (collectively the "Tenant") who agree jointly and severally to rent the apartment at 924 Eddy St Apt B, Flint, MI 48503 (the "Apartment") on the terms and conditions set forth herein. Occupancy is limited to the Tenants named herein and 1 minor child.

Term: This Lease shall commence on the ___ day of _____ 20___ and shall expire on the last day of _____ 20 ____ (the "Expiration").

Rent: The Rent for the Apartment is $ _____per year, payable without deduction or offset in equal monthly installments of $_____ per month (the "Rent). The Rent of the Apartment is determined based upon the maximum monthly rent limits published by the U.S. Department of Housing and Urban Development (HUD), from time to time, based upon HUD-determined maximum income limits for the Flint area (the "HUD Limits"), as adjusted for applicable utility costs.

Notwithstanding anything to the contrary contained herein, the Rent due hereunder shall never exceed the maximum monthly rent under the then current HUD limits for the premises having the number of bedrooms contained in the Apartment, as adjusted for applicable utility costs (the "Maximum Monthly Rent"). If at any time during the term hereof, Landlord determines that the monthly installment of Rent is in excess of the Maximum Monthly Rent, Landlord will notify Tenant in writing of an adjustment in the monthly Rent and shall return to Tenant any and all sums paid by Tenant for application to the monthly Rent which Landlord determines to be in excess of the Maximum Monthly Rent.

Proration: In the event that this Lease commences on a date other than the **FIRST** day of the month, the Rent for the partial month shall be computed based upon a daily rate equal to 1/30th of the monthly Rent, and shall be due upon execution of the Lease. If this Lease commences after the 15th day of the month, payment of the Rent for the partial month together with Rent for the next full month to be paid will be required upon execution of the Lease. Notwithstanding any preliminary calculations to the contrary, the Rent due upon execution of the Lease shall be $_____ and covers Rent through the last day of _____, 20___.

Deposits and Fees: Upon execution of this Lease, Tenant has paid a refundable security Deposit (the "Deposit") in the amount of $_____. Such Deposit will be refunded to the Tenant as provided for herein. Tenant acknowledges that the Deposit cannot be applied toward the Rent which must be paid in full when due.

Utilities: Tenant agrees to pay for electricity, gas, water, hot water, sewer, telephone and cable television which accounts shall be established by Tenant directly with the applicable utility company.

Late Fees and Other Charges: The rent is due and payable in advance no later than 5:00 pm on the **FIRST** day of each month. Any rent received after the due date will be considered delinquent and will be subject to late charges as hereinafter defined. Rent may be paid at **452 S. Saginaw St, 2nd Floor, Flint, MI 48502** by personal check, cashier's check or money order. Cash payments and second party checks will not be accepted. Payment should be made with one check or money order payable to **Genesee County Land Bank.** Tenant agrees to pay as additional rent no later than the next rental due date:

- $15 for each check returned by the bank for <u>any</u> reason; and,
- $15 for each legal notice served upon the Tenant.

The acceptance by Landlord of any late or partial payment shall not change the due date or amount of any required payment in the future nor shall it relieve Tenant from any obligation to pay the balance of the Rent and any applicable late fees or charges. **A late fee of twenty ($20) dollars will be assessed on rents received after the tenth day of the month.**

Use of the Apartment: Tenant agrees that the Apartment shall be used and occupied as a residence for Tenant and his/her immediate family only, as disclosed above, and for no other purposes whatsoever.

Default: If Tenant fails to perform any obligation required by this Lease (including but not limited to the timely payment of Rent), Landlord may exercise all rights and remedies against Tenant as shall be allowed by law. If an attorney or collection agent is used, Tenant agrees to pay collection costs in addition to other delinquent amounts. In the event of judicial action, the prevailing party shall be entitled reasonable attorney's fees and court costs from the losing party as determined by the Court. Except as may be provided by law, neither party shall forfeit or waive any existing or future right or remedy by pursuing such judicial action. All notices provided herein shall be delivered to Landlord at **452 S. Saginaw St., 2nd floor, Flint, MI 48502 (telephone) (810) 257-3088;** and to Tenant at the Apartment. All notices shall be sent registered or certified mail, or personally delivered.

Abandonment: "Abandonment" means either (a) the absence of the Tenant from the Apartment, without notice to Landlord for at least seven days while rent for the Apartment is outstanding and unpaid for ten days and there is no reasonable evidence other than presence of Tenant's personal property that the Tenant is occupying the Apartment; or (b) the absence of the Tenant for at least five days, if the Rent for the Apartment is outstanding and unpaid for five days and none of the Tenant's personal property is in the Apartment. If Tenant abandons the Apartment or vacates the Apartment upon the Expiration or termination of this Lease leaving personal property within the Apartment, Tenant hereby specifically and irrevocably waives all title and interest Tenant has to such chattel and grants

to Landlord full authority to immediately dispose of same without notice, court order, or accountability.

Vehicles: Boats, trailers, and oversized vehicles are not permitted at the Apartment at any time. Prohibited vehicles, inoperable vehicles, unlicensed vehicles can be towed away without notice at the vehicle owner's expense. Additional regulations regarding vehicles are contained in the Rules and Regulations.

Access: Tenant shall permit Landlord to enter the Unit from time to time, in order to inspect the Apartment, make necessary repairs or services, deliver legal notices, and verify occupancy. Landlord may also allow licensed technicians to enter the Apartment for the purpose of repairs or services.

Alteration of the Apartment: Tenant may not alter the Apartment in any manner without Landlord's prior written consent. Alteration includes, but is not limited to, painting, wallpaper, changing of locks, or modification of electrical appliances. Waterbeds are not permitted without acceptable insurance on file, naming Landlord as co-insured.

Maintenance of the Apartment: Tenant has examined the Apartment and is satisfied with its physical condition, order and repair. Upon termination or Expiration of the Lease, Tenant agrees to surrender the Apartment to Landlord in the same condition, reasonable wear and tear expected. Tenant shall maintain the Apartment in a neat, clean and undamaged condition and, in particular, shall comply with all applicable provisions of building codes regarding public health and safety. Tenant shall be responsible, at his/her expense, for replacement of all window glass on the Apartment. Tenant shall pay the cost service to any fixture or repairing any damage resulting from Tenant misuse or abuse upon demand by Landlord.

Damage or Destruction of the Apartment: If the Apartment is damaged by casualty or malfunction of equipment or utilities, Tenant shall immediately notify Landlord. If the damages are such that occupancy can be continued, Landlord shall make repairs as needed with reasonable promptness and rent shall not abate during the period of such repairs. If, in Landlord's opinion, the Apartment is so damaged as to be unfit for occupancy and the Landlord elects to make such repairs, the rent provided in this Lease shall abate during the period of time when the Apartment is not fit for occupancy, but in other respects the terms and provisions hereof shall continue in full force and effect. If the Apartment is so damaged or destroyed as to be, in the sole opinion of the Landlord, incapable of being satisfactorily repaired within a reasonable period of time, then this Lease shall terminate and Tenant shall be liable only for rent to the date of such damage or destruction.

Landlord's Liability: Landlord shall not be liable to Tenant, or Tenant's family, agent, invitees, guests or employees for any damages or losses to person or property caused by other persons. Tenant shall indemnify and hold Landlord harmless from and against any and all claims for damages to property or persons arising from Tenant's use of the Apartment, or from any activity, work or thing done, permitted or suffered by Tenant in or about the

Apartment. Landlord shall not be liable for personal injury or damage or loss of Tenant's personal property (furniture, jewelry, clothing, etc.) from theft, vandalism, fire, rain, water, storms, smoke, explosions, sonic booms or other causes whatsoever unless the same is due to the sole gross negligence of Landlord***. Landlord strongly recommends that Tenant secure renter's insurance to protect against liability, property damage or casualty losses.***

Pets: <u>No pets are permitted at the Apartment at any time.</u>

Rules and Regulations: Tenant agrees to comply with all occupancy Rules and Regulations governing the Apartment whether now in effect or herein after promulgated and delivered to Tenant. Tenant acknowledges receipt of a copy of the Rules and Regulations in effect as of the date hereof.

Drug-Free Housing: In consideration of the execution or renewal of a lease of the Apartment identified in this Lease, Landlord and Tenant agree as follows: Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug related criminal activity, on or near the Apartment. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act {21 U.S.C. 802}).

Tenant, any member of the Tenant's household, or guest or other persons under the Tenant's control <u>shall not engage in acts of violence or threats of violence,</u> including, but not limited to, the unlawful discharge of firearms on or near the Apartment. <u>Violation of the above-mentioned provision shall be a material violation of the Lease and good cause for termination of residency.</u> A single violation of any provisions of this paragraph of this Lease shall be deemed a serious violation and material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be a preponderance of evidence.

Expiration: At Expiration, this Lease shall automatically create a month-to-month tenancy unless: (a) Landlord has provided Tenant with written notice of intent not to extend the Lease on a month-to-month basis, such notice must be delivered to Tenant at least 30 days prior to the Expiration, in which event Tenant must vacate the Apartment on the Expiration; or, (b) **Tenant has delivered a 30 day notice to Landlord of Tenant's intent to vacate the Apartment by the Expiration.** Failure by Tenant to provide such notice of intent to vacate shall be deemed as election to continue the Lease on a month-to-month basis.

Tenant acknowledges that renewal rates and month-to-month tenancy rates may result in an increase in the Rent. Landlord will provide Tenant with notice of any such increase at least 30 days prior to the Expiration. Landlord reserves the right to deny renewal of this Lease or to extend the Expiration on a month-to-month basis. Landlord may require the execution of a new lease agreement for another one year term or, or for a month-to-month tenancy, at Landlord's option, if Landlord determines to extend the term of this Lease.

Month-To-Month Tenancy: Should this Lease create a month-to-month tenancy, the Expiration shall be extended on a month-to-month basis. The lease may be canceled by either party upon 30 days' notice to the other party in advance of the next rental due date. Mid-month move-outs will be assessed Rent for the full month.

Rental Assistance: If applicable, the attached HUD and/or LIHTC Lease Addendum is incorporated into this Rental Agreement.

Security Deposit Policy: The Deposit is collected to assure Tenant's compliance with the terms and conditions of the Lease. The Deposit shall be held, applied and refunded pursuant to law. If Landlord retains any portion of the Deposit, written notice to Tenant detailing the reason for such retention shall be provided within 30 days of the Tenant's surrender of the Apartment and demand therefor. It is specifically understood that application of any Deposit towards Rent, damages, or other charges does not constitute a limit to Landlord's legal rights to all such sums due.

Landlord will refund to Tenant all Deposits held upon the occurrence of all of the following events:

- Tenant has complied with all conditions of this Lease, including the payment of all sums due for Rent, damages and other charges;
- Tenant has provided Landlord with written notice of tenant's intent to vacate at least 30 days in advance of the Expiration;
- Tenant makes an appointment with Landlord for the inspection of the Apartment; and,
- Tenant surrenders all keys and property owned by Landlord. Tenant acknowledges the right to be present for the move-out inspection.

Tenant acknowledges that the Deposit may be held in the general operating funds of Landlord and that no interest shall be due or payable on such funds at any time.

Holdover Tenants: A holdover tenancy will be created if the Tenant fails to vacate the Apartment on or before the termination or Expiration. As provided by law, a holdover tenant may be liable for rent equal to twice the rent due prior to the Expiration or termination, subject to applicable law.

Termination: It is specifically agreed that each obligation of the Lease is material and that violation of any obligation or misrepresentation of any information shall constitute a breach of the Lease. Tenant is fully aware that Tenant may not cancel or otherwise terminate this Lease prior to its Expiration without the written consent of the Landlord. Abandonment of the Apartment or termination of the Lease for breach will not release Tenant from the obligation to pay future Rent payments as provided for herein. Tenant hereby agrees that should Tenant fail to pay Rent as due hereunder; or violate any term, condition, covenant or agreement of this Lease; or violate the Rules and Regulations of Landlord then in effect; or abandon the Apartment; then in any such event, Landlord may either terminate this Lease or terminate Tenant's rights of occupancy upon ten (10) days' written notice to Tenant.

Lead Paint: See Rider attached hereto and incorporated herein by this reference.

THIS LEASE CONSTITUTES A LEGALLY BINDING CONTRACT ENFORCABLE BY LAW, EXECUTION BY THE PARTIES ACKNOWLEDGES FULL ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN.

Dated this _____ day of _____ 20___.

Typed names of tenants signing this lease:
_____
Initial Lease_____ Pet____ Rider_____
Renewal Lease_____ Lead Paint Rider_____
General Occupancy Rider_____

Genesee County Land Bank Lease

General Occupancy Rider

Utilities Responsibility Agreement

The Electric Company is:	**Consumers Energy**	**1-800-477-5050**
The Gas Company is:	**Consumers Energy**	**1-800-477-5050**
The Water Company is:	**City of Flint**	**(810) 766-720**
The Phone Company is:	**AT &T**	**1-800-203-7070**

I, _____, acknowledge that I am responsible for the utility services on my Apartment, including trash disposal and sewer, beginning on my Lease effective date and continuing through such time as I properly vacate and surrender all keys to the unit to Genesee County Land Bank. I also acknowledge that I will contact these utility companies to inform them of my responsibility and my effective date, on or prior to my move-in**. I UNDERSTAND IT IS MY RESPONSIBIILITY TO MEET AND ADMIT UTILITY REPRESENTATIVES INTO THE APARTMENT.** I further acknowledge that failure to have the utilities transferred into my name constitutes a lease violation and termination of the Lease may result.

ONLY THE FOLLOWING LISTED PERSONS SHALL OCCUPY THE APARTMENT. Understand that an unauthorized or unapproved occupant in your Apartment is considered a serious Lease violation! (Any additions and/or deletions to this agreement shall be in writing and executed by signatures of all parties hereto.

NAME OF OCCUPANTS AND BIRTHDATES

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Tenant:

Signature _____ **Date** _____

Signature _____ **Date** _____

Signature _____ **Date** _____

Signature _____ **Date** _____

Genesee County Land Bank

By: _____

LEAD PAINT DISCLOSURE RIDER

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazard

Lead Warning Statement: *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

Landlord's Disclosure (initial)

_____ a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

☐ Landlord has no actual knowledge of lead-based paint and/or lead-based paint hazards are present in the housing.

_____ b) Records and reports available to the lessor (check one below):

☐ Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

☐ Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

_____ c) Tenant has received copies of all information listed above.

_____ d) Tenant has received a pamphlet on lead poisoning prevention.

Certification of Accuracy

The undersigned parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Tenant:

Signature _____ **Date** _____

Signature _____ **Date** _____

Signature _____ **Date** _____

Signature _____ **Date** _____

Genesee County Land Bank:

By: _____

Date: _____

EQUAL HOUSING OPPORTUNITY

Genesee County Land Bank
NSP Program Rental Housing
Apartment Rules

1. Your Management Team

Genesee County Land Bank owns and manages your apartment. It is our responsibility to manage and maintain your apartment and property according to federal, state and local government regulations. Under these regulations we are responsible for tenant selection, regular reporting and the execution of sound management and maintenance policies.

2. Office Hours & Personnel

Office hours at the Genesee County Land Bank are 8:00 am to 4:30 pm, Monday through Friday. You may reach your property manager or rental housing personnel at:

Duane Bickford, Property Manager	(810) 257-3088 ext. 522
James Jones, Property Maintenance Technician	(810) 955-5822
Heidi Phaneuf, Community Resource Planner	(810) 257-3088 ext. 524

AFTER HOURS
EMERGENCY MAINTENANCE (810) 955-5822

We request that you be considerate of staff who must answer your emergency calls after hours. Please do not call after hours unless there is an emergency. Listed below are items we consider an emergency:

a) Fire: Fire department # 911; notify Genesee County Land Bank immediately after calling the fire department;

b) Flood: Natural flood, broken water pipe (interior or exterior), flooded home;

c) Criminal activity: Police department # 911; notify management immediately after calling the City of Flint police department;

d) Other events that may jeopardize the health or well being of you or your family

When reporting the emergency please give your name, address, phone number and a description of the emergency.

3. Maintenance

Normal work order requests will be made during the business day from 8:00 am to 5:00 pm, Monday through Friday**.** We ask that all work order requests be made directly to the management office and directed to the Property Maintenance Technician so that work may be scheduled as soon as possible. Your placing a work order request authorizes us

to enter your apartment during normal business hours. Please understand that we cannot make appointments.

A preventative maintenance program is assigned to your apartment. In order to perform this maintenance, we must enter your apartment as the tasks are scheduled. A notice will be provided informing you that maintenance personnel have been in your apartment and detailing what work was performed.

You will be billed for repairs resulting from your negligence, deliberate destruction or items damaged beyond normal wear and tear. Any defective and/or inoperative conditions that may develop in the apartment are NOT considered justification for refusal of rental payments.

4. Payment of Rent

Rent is due on the 1st of the month. If rent is not paid by the 20th of the month, legal action will be initiated as stated in the Lease Agreement. Any delinquent notice which is required by law or deemed appropriate by the management will be delivered according to state and local law.

A check returned by the bank will be treated as a delinquency; you are responsible for late fees until the check is paid. A service charge for returned checks will be made. After one (1) returned check you will be required to pay by cash, certified check or money order thereafter.

5. Support Services

We encourage all of our tenants to become involved in their community contact the Genesee County Land Bank for information regarding neighborhood associations in your area.

6. Tenant Complaint / Grievance Procedures

If you have a problem with an employee of the Genesee County Land Bank or if you have a general complaint concerning your apartment or management of your apartment, please put your complaint in writing and deliver it to your Property Manager for his/her action, keep a copy of the complaint for yourself and please mail a copy to:

Doug Weiland, Executive Director
Genesee County Land Bank
452 S. Saginaw St., 2nd Floor
Flint, MI 48502

7. Tenant Insurance

Tenants are responsible for insuring their personal property for loss and damage. The Owner's coverage specifically **excludes** damage to your personal belongings. A detailed list of valuables with description, serial number, and any other information should be

kept separate from other valuable papers. We strongly recommend that you obtain renters insurance to protect your belongings and provide liability coverage.

All personal property placed in the residence shall be at the risk of the tenant or owner of such personal property. Genesee County Land Bank is not responsible for articles with any employee or contractor.

8. Tenant Safety

The safety of our tenants and their property is always a concern for Genesee County Land Bank. If any suspicious persons or activities are noticed around your apartment or community promptly notify management and report it to the police. Tenants should always lock windows and doors to ensure that "uninvited" persons cannot gain access.

Management MUST have your apartment and work telephone numbers in case of emergency. This information will help us contact you as quickly as possible should the need occur. Please report any changes or corrections in these telephone numbers promptly. Tenant telephone numbers are confidential and company policy prohibits employees from disclosing that information to other persons.

Firearms of any kind will NOT be permitted; this includes BB guns, air rifles, etc.

9. Keys and Locks

A key to your apartment will be supplied to each head of household at move-in. All keys are to be returned to management upon vacating your apartment. Tenants are NOT permitted to alter locks, install new locks, knockers or other attachments to any door without prior written consent from management.

Make sure all members of your household have a key and keep the key with them always. No one will be permitted to borrow a key; we are not permitted to give a key to anyone. A fee of $50.00 will be assessed if management is called to unlock a door; a fee of $100.00 will be assessed if to change locks at the tenant's request.

10. Occupancy

Only the persons listed on the Lease Agreement are considered members of the household and are allowed to live in your apartment. <u>All changes in household composition must be reported to management immediately</u>.

A visit is considered to be no longer than fourteen (14) days in duration. Any visits with an anticipated duration of more than fourteen (14) days must have prior written consent of management. An absence from your apartment in excess of thirty (30) days without advance written notice to management could constitute abandonment and legal action may be initiated.

11. Tenant Liability
Heads of household shall be responsible for the conduct and actions of household members and guests and will be liable for their actions.

12. Pet Policy
No pets are permitted at the Apartment at any time.

13. Appearance
Please help us ensure that the appearance of your apartment reflects only the best. It is your responsibility to keep your yard, front and back, neat and tidy. Genesee County Land Bank will be responsible for mowing the grass which will be cut regularly and fence lines maintained. We are proud of our neighborhoods and community and encourage this pride in our tenants. Clutter is unsightly on your porch, stairs, and driveway or in windows. No yard sales or porch sales are permitted without prior written approval from management. Tenant is responsible for snow removal.

14. Care of Your Apartment
Management requires tenants to maintain a safe, sanitary, damage-free apartment. Your apartment has been cleaned and maintenance has been performed prior to your occupancy. Management will perform a move-in inspection with the resident to ensure the apartment is in proper condition. Upon a satisfactory inspection, an inspection form will be signed by both parties, signifying that the condition is acceptable. Your apartment will have also passed all required municipal and public housing authority inspection prior to occupancy.

When decorating, use small nails for pictures; do not use adhesive type hangers, large nails or make excessive holes in the walls. Mirror tile, contact paper, wall paper, etc. with adhesive backing are NOT PERMITTED to be applied to walls, ceilings, floor surfaces or cabinets. Interior painting can only be done by management. Do not make any alterations in the apartment without prior written consent from management.

Keep walls and woodwork free from dirty hand prints, ink, crayons, stickers and holes. Carpet, vinyl, tile and baseboards are to be kept clean at all times. If your apartment has carpeting, vacuum it frequently. Beverage and food spots can be removed with cold water and a mild soap. Clean vinyl or tile thoroughly before waxing. Keep floors free from clutter, toys, clothes, etc.

The lavatory, vanity, tub, tile and surrounds, commode and fixtures are to be kept free from mildew, black rings, dirt, soap and grease buildup. Keep shower curtains closed and inside the tub while the shower is in use. Do not allow excess water on the floor. If it leaks downstairs you will be responsible for the water damage. Report any water leaks, running or hard to flush commodes to management immediately.

Windows, window glass, blinds, drapes, screens and locks are to be kept clean and free from damage. Blinds have been installed for your convenience. If you want to install

your own, obtain written consent from your property manager. Curtain backings must be white. Foil, signs, wires, aerials, stickers, etc. are not permitted. No articles of any description shall be hung from the windows or door or placed on the window sills. No articles shall be hung or suspended from porch banisters or railings.

Substances that may leave stains should be wiped up promptly from counter tops; hot pads should be used to protect the surface from burns. Do not use a sharp knife to cut items directly on your counter tops. Uncovered food or dirty dishes are not to be left on counter tops. Do not abuse drawers or cabinets.

Clean burned food and grease from under burners, oven and range top. All burners and oven are to be in operating order at all times; if not, notify management. Keep the range hood and range hood filter clean and free from grease. Clean the floor under the range at least once every six (6) months. When requested, maintenance will assist in moving the range.

Keep refrigerators interiors and exteriors clean. The interior should be free from spoiled food and odors. Do not use sharp objects when defrosting. Clean the rubber door gasket weekly with mild soap and water. Clean the floor under the refrigerator at least once every six (6) months. When requested maintenance will assist in moving the refrigerator.

Wipe sinks and fixtures each time they are used. DO NOT pour grease down the drain. Food and dirty dishes are not to be left in the sink as this constitutes a possible health hazard and pest problem.

Remove trash from your apartment when the container is full. Do not leave discarded food in the trash to cause odors and attract pests. Remove trash regularly and put directly in your trash can or container for pick up.

Water beds or any type of water filled furniture are permitted only with prior written consent of management. The tenant must provide proof of water damage insurance annually.

All light bulbs are furnished when you move-in. Replacements will be the tenant's responsibility.

15. Pest Control

Management provides pest control services. Notification for this service will be delivered to you prior to service. Requests for unscheduled pest control services should be made to the Maintenance Clerk.

16. Utilities

Tenant agrees to pay for electricity, gas, sewer, water, trash, hot water, telephone and cable television and establish individual accounts with the applicable utility company

whenever possible. The sewer company and some municipal trash service providers will only establish accounts with property owners. When this is the case you will pay your sewer and/or trash bill directly to Genesee County Land Bank.

Utility service must not be interrupted at any time during your tenancy. Utility cut off from a tenant's apartment is a HAZARDOUS ACT and will result in termination of your lease agreement.

17. Energy Conservation

Conserving energy saves dollars for you and your family. By observing the following energy saving guidelines you can get the most out of your utility budget:

a) turn off lights and appliances when not in use;
b) use low wattage light bulbs;
c) set thermostat on 78° or above in the summer; 68° or below in the winter;
d) keep windows and door closed when the air conditioning or heat is in use;
e) change furnace filters on a monthly basis when the air conditioning or heat is in use;
f) keep vents clean and free from obstruction;
g) close drapes or blinds to keep out sun or cold;
h) defrost the refrigerator as needed; keep the door closed as much as possible;
i) do not install additional appliances such as freezers, extra refrigerators, etc.
j) report broken or cracked window glass, water leaks and running toilets as they occur;
k) use cold water when possible for washing clothes;
l) vacuuming and dusting on a daily basis will lower your electricity bill.

18. Fire Protection

Smoke detectors are provided for safety and protection. Tenants are responsible for notifying management when a smoke detector is inoperable. If reported, management will replace the smoke detector. If management discovers unreported damage to smoke detectors, a charge may be assessed against the tenant for replacement. DO NOT REMOVE OR TAMPER WITH FIRE PROTECTION EQUIPMENT!

Absolutely DO NOT:

a) leave any cooking unattended, or allow grease to accumulate in cooking areas;
b) smoke carelessly; be sure all smoking materials are completely extinguished and ashes are disposed of properly;
c) allow matches or lighters to be played with;
d) leave burning decorative candles unattended;
e) leave an iron on or unattended;
f) overload wall plugs or extension cords;
g) use barbecue grills, unless they are at least twenty (20) feet away from the apartment;
h) store or use fireworks;
i) store anything near or on the furnace;

j) leave a space heater on while unattended or near flammable material.

Fire or fire related damage to the apartment caused by a tenant, the tenant's family, or guests is cause for immediate action up to and including lease termination. The tenant will be responsible for all repairs to the Owner's property.

19. Apartment Inspections

Management will periodically perform apartment inspections to identify needed maintenance, safety or fire hazards and poor home keeping.

Maintenance, safety or fire hazard items will be corrected as soon as possible by the maintenance staff. Tenant damage will be corrected and billed to the tenant in accordance with the replacement and repair cost list provided at move-in.

When sanitary or unsafe conditions affecting the health and safety of the tenant and their neighbors are discovered, an infraction notice will be issued to the tenant, and a re-inspection date will be established. If the unsafe or unsanitary condition is *not* corrected, appropriate action will be taken, up to and including termination of the lease.

20. Vacating Your Apartment

Before vacating please be aware of the following to assure the return of your security deposit:

a) you must fulfill all the terms and conditions of your lease agreement and all charges must be paid in full;
b) you must provide management with a written thirty (30) day notice of intent to vacate. Rent must be paid through the thirty (30) days;
c) the apartment must be left clean, unaltered and free from damages beyond normal wear and tear;
d) you are not considered officially vacated until all keys are returned to the management office. You will be charged rent for each day you keep the keys in your possession as if the apartment were still occupied.

21. Changes to Apartment Rules

All tenants are expected to follow these Apartment Rules as well as any additional published rules that management may deem necessary to ensure the safety and well being of our tenants. The Apartment Rules may be changed from time to time with prior notice provided to tenants. Violations or breach of any Apartment Rule shall constitute a breach of the lease agreement. An infraction notice will be served upon each violation of this agreement. Infraction(s) may be cause for termination of the lease agreement.

These Apartment Rules are incorporated into the Lease executed or renewed this day between Genesee County Land Bank and the tenant.

Tenant:

1._____ _____

Date Signed

2._____ _____

Date Signed

Address of unit: _____

By: _____ Date: _____