

RULES AND REGULATIONS

Apartment living is different than living in a "typical neighborhood." In an apartment community, you share "common areas and facilities" with other residents. Because of this sharing, community rules are not only worthwhile, but they are also a necessity.

This is your personal copy of the community rules and regulations. Please read it carefully, as it is an integral part of your lease. When you sign your lease, you agree to abide by the rules and regulations of the community, and they are considered legally binding provisions of your lease agreement.

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I have read and understand this page. Initial: _____

A. SECURITY DEPOSIT AND MONEY

1. Security Deposit

Your security deposit will be held by Albergo Acquisitions LLC until your lease agreement ends. Once all utilities are paid in full, we will send the balance of the deposit to the forwarding address provided by the tenant within 45 days. **Tenant MUST provide a forwarding address in writing when moving out; otherwise, security deposit cannot be returned to tenant.**

However, we may deduct from your security deposit the following charges:

1. Any rent payments or late charges which you still owe.
2. The cost of repairing the apartment or the cost of repairing or replacing any fixture, system, or appliance if it was damaged or changed by you. Any repair done by Albergo Acquisitions LLC will also incur a labor/installation/acquisition charge of \$45/hr in addition to its replacement charge (See replacement charges on last page). If the repair/replacement must be done by a 3rd party contractor/business (plumber, electrician, etc), it will be at cost. (Contractor pricing can be \$100/hr not including materials depending on the job, for those unaware of pricing.) Of course, we do not charge for reasonable wear and tear.
3. A cleaning fee of (\$45.00/hr) if you do not leave the apartment clean when you move out.
4. Any unpaid final water bills will be deducted from the security deposit.
5. Any attorney's fees, court costs, or associated costs caused by breaking this lease or any of its provisions on your part. (The community rules and regulations are considered part of your formal agreement.) (See Section A.4b.)
6. Carpet Cleaning: \$150 per Apartment if carpet is present. ***Carpet Cleaning is a mandatory deduction from the deposit.**
7. Carpet Cleaning Charge: (Moving from one unit to another unit): If a tenant moves from one apartment to another apartment owned by Albergo Acquisitions LLC, the tenant is charged to have the carpets cleaned. This rate is the same as the regular charge upon move out (\$150). This fee will be charged up front, not deducted from the deposit.
8. Re-Key Fee: A \$75 one-time charge to re-key or change locks throughout the apartment for the tenant's safety.

When you are planning to move, the deposit cannot be considered part of the last month's rental payment. You must pay for the last month of residency as scheduled thru EFT. (Ex. If your rent is scheduled to automatically come out the 3rd Friday of the month, and you move out before that, your payment will still be automatically deducted on the 3rd Friday) We do not pro-rate rent if you leave in the middle of the month, if you stay one day that month, you pay for the whole month.

1a. Pro-rating rent: Albergo Acquisitions LLC will pro-rate rent ONLY when a tenant is entering the lease agreement for the very first month of residency. As stated above, Albergo Acquisitions LLC will NOT pro-rate rent the last month of a tenant's residency.

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2. Damage

We will keep your apartment in good repair and promptly fix anything which breaks that majorly affects the habitability of your apartment (ex: heating not working when it's cold out, cooling not working when it's hot out, large leaks, appliances completely going out). Any non-critical maintenance requests that do not affect the habitability of the apartment will be repaired, remedied or replaced within 30 days. Please fill out a maintenance request at our on-site office immediately as needed. Place the filled-out form in our office drop box. At the same time, we expect that you will be careful in using your apartment and its facilities. If the maintenance request is due to misuse or neglect on your part, you will be held responsible, and we will bill you for the repair costs to your unit.

3. Paying Rent & Delinquent Rent Payments

3a. **IF RENTING AT N LAKELAND DR property in LAGRANGE:**

Rent is due the 1st day of each month. Albergo Acquisitions LLC requires **EFT (Electronic Funds Transfer)** for monthly rent payment (unless renting at 103 W Lafayette, NO EXCEPTIONS). Management will discuss with each tenant their options for rent deduction. The tenant's rent will be deducted as indicated on the EFT form that is signed by the tenant. The day(s) of deduction will be when the tenants rent is due. If we attempt to collect rent on the scheduled date, and we receive an insufficient funds/ bounce notice from the bank, a \$50 fee will be assessed. This covers a late fee charge and any bank charges for NSF (non-sufficient funds) on our end. This fee will be paid directly to Albergo Acquisitions LLC promptly. If rent needs to be held, a \$40 fee will be charged to the tenant. This charge covers being late for payment as well as added bookkeeping expenses.

If you bounce your rent through the EFT program for non-sufficient funds more than 2 x's per year or you cannot secure a savings or checking account for rent deduction, management will give tenant a 10-day notice to vacate before eviction.

If you need to have your rent held for the week it is due, you must contact the office no later than Tuesday @ 4 pm to have it held for the upcoming Friday of the same week. Please note, your rent will still be considered late even if it is held and subject to a \$40 late fee.

NSF TRANSACTIONS AND REQUESTS TO HOLD RENT:

The tenant will choose the frequency for rent deduction and it will be automatically deducted from your account based on what is marked on the form, but if you bounce your rent, it will count against you ("strikes"). A "Bounce" is when the bank attempts to automatically withdraw the rent payment from a tenant's bank account, and for whatever reason they are unable to. This results in the deduction being returned to us and putting a strike on OUR account. These strikes on our account can cause us to lose our ability to withdraw rent for all our tenants through our bank and are not taken lightly. You have every opportunity to have rent held without incurring a strike on either of our accounts, so there will be no allowance made for this. There will be 2 bounces ("strikes") allowed during the duration of your year lease. Any more than 2 bounces is a direct violation of your lease agreement.

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Upon the 3rd bounce notice (strike), you will be given a 10 day notice to vacate the premises. Eviction will be filed the morning after the 10th day if the apartment has not been vacated.

Management reserves the right to issue a written notice giving the tenant ten (10) days within which to bring such rent & any fees current or the lease will be terminated, and you will have to move from the apartment. **Upon such termination of the lease, you will be responsible for the duration of the lease agreement, whether it be tenant termination of lease without a 60-day notice or landlord eviction.** The tenant is also responsible for returning the apartment keys, cleaning apartment, and all legal expenses incurred by management enforcing this agreement.

3b. IF RENTING AT 103 W LAFAYETTE property in LAGRANGE:

Rent (including any other fees) shall be due on or before the 1st day of each month by 5pm the day of. If a monthly rent payment is received after the third day of the month, it shall be late and Tenant shall be charged a late charge of \$50. Late fees and all other balances due with rent shall be considered rent as due. Payment must be RECEIVED no later than 5:00 on the last day of the grace period (the 3rd). This late charge is due with the monthly rent payment. An additional \$50.00 will be charged for any dishonored check returned for any reason. Bad health, reduced hours at work, the loss of job, financial emergency or other circumstances will not excuse any late rent payments. Interest will accrue at 18% per year on any amount due and owing to Landlord from the time that any such amount became due and payable. The foregoing of late fees and charges shall not be construed as a waiver by Landlord of its right to declare a default under this Lease.

Where to Deposit Rent

When paying rent for the month, it will need to be deposited directly into the Albergo Acquisitions bank account. To do this, **you will need to go to the Farmers State Bank branch in Lagrange, IN. Retrieve a deposit ticket and write your name, the date, and your apartment number on it.** This is very important, otherwise when reviewing the deposits we will not be able to see who the deposit came from. Take the ticket to a teller and **ask for it to be deposited into Joseph Albergo's business account, Albergo Acquisitions LLC.** The teller will take care of filling the rest of the information out. The deposit slip you receive back is your receipt. You can deposit cashiers checks, money orders, or cash into the bank account. The deposit of rent will be monitored online.

Management reserves the right to issue a written notice giving the tenant ten (10) days within which to bring such rent current or the lease will be terminated and you will have to move from the apartment. Upon such termination of the lease, you will be responsible for the duration of the lease agreement, whether it be tenant termination of lease without a 60-day notice or landlord eviction. The tenant is also responsible for returning the apartment keys, cleaning of apartment, and all legal expenses incurred by management enforcing this agreement.

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3c. Allocation of Payments:

All payments and deposits will be allocated first to any outstanding balances other than the amount owed for rent. Any remaining monies will be allocated lastly to any rent balance.

4. **TENANT EVICTION (non-payment of rent or violation of lease rules)**

A tenant is given 10 days from the time their rent is due (AKA “10 day notice to quit”) to have the amount paid in full. If the rent is not paid by the date indicated in the letter the landlord will file for the eviction against the tenant. **No monetary amount will be accepted by Albergo Acquisitions LLC after the eviction has been initiated with the court unless it is for back rent but it will not stop the eviction process. *However, your rent will continue to be deducted through the EFT program per your original agreement for the last month of residency up to the final eviction date. Rent is not prorated the last month of residency. Any unpaid rent will be deducted from the security deposit after the tenant moves out.***

4a. Attorney's Fees

Should it become necessary for us to obtain an attorney for the collection of any past due lease payments or damages, you agree to pay all attorney's fees regarding your eviction or collections of money owed to Albergo Acquisitions LLC, which you acknowledge is a reasonable fee. You also agree as part of your lease agreement to pay all attorney's fees, applicable court costs and related expenses for any violation of any other term or provision of the lease agreement.

4b. Other Costs Associated with Court, Eviction, Damages, Collections

Should it become necessary for any employee, member, or person other than an attorney for Albergo Acquisitions LLC to go to court with you, or file for any sort of damages/collections, you agree to pay the associated costs listed below.

\$160.00 – Preparation of any paperwork or legal documents in relation to your case (8hrs at \$20/hr)

\$250 per court appearance – example: eviction hearing, damage hearing

All of which you acknowledge is a reasonable fee.

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B. APARTMENT POSSESSION AND OCCUPANCY

1. Use and Occupancy

Your apartment is to be used solely as a private dwelling for yourself and your immediate family. The number of occupants is not to exceed the number shown on the application and appearing in the lease. Every apartment is subject to an occupancy limit which is determined based on the number of bedrooms and the size of said rooms. **You may not sublet the apartment.**

*If you would like to have another adult individual live with you (no matter how long the time is that they plan on staying) they must first fill out an application and be approved for residency by management and then be added to your lease. If these steps are not followed, your guests will be asked to leave the premises and you may be subject to eviction if you continue to let your guests stay. When applying to have another adult added to your lease, they will be screened the same way a new tenant is screened. Approval is not guaranteed if the basic criteria is not met.

2. Multiple Tenants

If an applicant with less than adequate credit happens to be approved with the addition of a good credit applicant or cosigner, the applicant with good credit may at no point be removed from the lease. This rule also applies to income or any other factor that would affect approval. If they would not be approved on their own, they cannot be left as the sole responsible member on the lease.

C. MOVING IN

1. Utilities

The individual electric, gas, water, or telephone services for your apartment will be billed separately by the utility companies and it will be the *tenant's responsibility* to sign up for these services and pay the bills directly to the utility companies. Disconnection of service or failure to obtain the services of the gas, water, or electric utilities will be just cause for your immediate removal/eviction from the community upon written notice from your community management.

- a. Water bills are due every month by the 10th. If not paid by the 10th, it is considered late and will be subject to a late fee. If the bill is still not paid by the 20th, your service will be disconnected, and the tenant will have to pay for a reconnect fee. If services are shut off, the tenant will need to pay the amount in full to get their service turned back on. No partial payments will be accepted, and no postdating any transactions either.
- b. Upon notification that any of your utilities have been shut off, management will issue a 10-day notice to reconnect your service or vacate. If utility service is not reconnected within the designated time period, eviction will be filed the next morning.

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2. Insurance

The management cannot assume responsibility for damage to your personal property stored in the apartment and/or storage garage (if applicable). It is required that you protect your personal possessions by taking out a policy of renters insurance. You should arrange for your policy to take effect the same day you move in.

D. INSPECTIONS

Management may choose to conduct apartment and home inspections every 4 months or as the need arises. This time will be used not only for checking on cleanliness / inspecting for any damage to the apartment or home, but we will also discuss anything that needs repaired or replaced, discuss any changes to policies/rules and regulations, and change furnace filters if needed. **Management will also test the walls for nicotine.**

Tenants will be given a week's advance notice to when a routine inspection is scheduled. If the tenant is not at home when management comes to do the inspection, management will enter the residence and the inspection will be completed without the tenant present.

If it is determined during inspection that the apartment is not being kept in good condition/ is being neglected, you will be given 2 weeks to clean it and pass a follow-up inspection. If at the follow-up, it is not deemed good enough, your lease will not be renewed, or you will be given a notice to vacate. Make sure your apartment is clean for inspection.

E. YOUR APARTMENT AND APARTMENT COMMUNITY

1. Alterations

As part of your lease agreement, you agree not to remodel, paint, or make any structural changes, or attach or move fixtures in the apartment without the written permission of the management. The tenant will be charged for supplies and labor for any changes made to the apartment/ any damage caused by alterations. **This includes TV wall mounts.**

I have read and understand this page. Initial: _____

2. Locks and Keys

No additional locks should be put on any of your doors, or any locks changed without the written permission of the management.

IF RENTING AT N LAKELAND DR property in LAGRANGE:

Management is NOT responsible to unlock tenant's apartments if they lock themselves out of their apartment. Tenants need to be responsible for their keys. You can make your own back-up copies of your apartment keys as a preventative measure, **but copies of storage garage keys are NOT permitted.** **If the tenant locks themselves out of their apartment, and the property manager is able, they will be charged a \$60 fee up front, and the manager will let them back in. Otherwise, they will need to call a locksmith and the tenant will be responsible for payment to the locksmith.**

If a tenant loses their key copy and needs replacements, management will make 2 replacement copies at a cost of \$65. The tenant will then need to collect these from the office.

IF RENTING AT 103 W LAFAYETTE property in LAGRANGE:

Landlord shall provide a key to the Tenant for the Premises and Landlord shall keep a duplicate key for access. If Tenant changes the lock without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall bear the financial cost of Landlord's effort to enter by force. If Landlord or contractor is unable to enter the Premises to perform repair or maintenance tasks due to the Tenant's unauthorized lock change, Tenant will be charged \$100.00 for each violation, which will be charged to Tenant as additional rent and due immediately. If such consent to a lock change is given, Tenant will immediately provide Landlord with a key for the use of Landlord or Landlord's agent pursuant to Landlord's right of access to the Premises. Upon vacating the Premises, Tenant shall return all keys to Landlord or Tenant will be charged \$20.00 for keys. **If Tenant is locked out of the Premises, and the manager must unlock the door for Tenant, then Tenant will be charged a \$75.00 up front lock-out fee. If the tenant needs a new set of keys it will be \$65. This doesn't waive the lock-out fee.**

All keys to your apartment must be returned before your security deposit or any portion thereof will be returned. Tenant will be charged for any missing keys/ garage door openers not returned to us.

3. Access

In order to provide both routine and emergency maintenance service, we have available a pass key to your apartment and reserve the right to enter (after prior notification of tenants if possible) your apartment to make such repairs. If it is necessary to enter your apartment in your absence, we will leave a note explaining the nature of our visit. We also reserve the right to show your apartment to prospective tenants during the last 60 days of your lease. We will make prior arrangements with you for our visits. Management reserves the right to enter a tenant's residency without notice if management has any suspicion of illegal activity being conducted by the tenant on the premises.

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4. Storage Garages

Rented spaces deemed “storage garages” are not to be used as parking spaces or large vehicle storage. Small vehicles like motorcycles, golf carts, bicycles, or dirt bikes are permitted. These spaces are not large enough to comfortably fit a full-sized car. Any damage caused by attempting to park a full-sized vehicle in these garages will be deemed due to misuse of the space and charged to the tenant. If your storage space is situated next to or below an apartment, keep in mind the rules of Quiet Enjoyment apply. It is highly recommended that any non-waterproof item/storage boxes be stored safely off the ground in case of heavy rains. It is rare that any water makes it under the storage garage doors during a storm, let alone far enough to get stored items wet, but it is not impossible. To avoid ANY potential problems should this happen to occur, make sure your items are in plastic tubs or on shelving. Albergo Acquisitions LLC is not responsible for any damage to your personal property while it is stored in these spaces. Renter’s insurance should be active as of the day you take possession of your apartment to protect your personal property.

5. Waterbeds

Waterbeds are not permitted in apartments for safety and liability reasons. Under certain circumstances a waterbed might be permitted in a ground floor or basement apartment with a written agreement in addition to these rules and regulations and in addition to your lease agreement, between you and the management. Special covenants and conditions will accompany such a waterbed agreement.

6. Patios and Balconies

Patios and balconies should be kept neat, clean, and orderly. Management reserves the right to require items which may detract from the appearance of the community to be removed. Within two (2) weeks after move-in, and continuously thereafter, all windows must utilize shades, curtains, or blinds.

Tenants may not hang blankets or sheets in windows in place of curtains. If maintenance notices blinds in disrepair, the tenant will be asked to replace them. You will be responsible for the cost and installment of the replacement. If you are physically unable to hang them yourself, you will need to fill out a maintenance request and turn it in at our office.

Please do not place freezers on patios or balconies.

Failure to comply within seven (7) days of a written notice of violation will result in the immediate termination of your lease.

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7. Fire Hazard

The tenants are prohibited from allowing or participating in any hazardous act which might create a fire hazard or cause an increase in fire insurance. Please do not use the furnace room as a storage room, especially for flammable materials.

Portable & permanent fireplaces are not allowed.

Gas grills are allowed but must be moved immediately when cooled down. **DO NOT LEAVE THEM IN THE YARD.** If management must move these out of the yard to mow around and it becomes a problem, the privilege will be lost.

During dry season, it is especially important that tenants **do NOT** throw any cigarettes/hot coals into the yard or brush. It is a serious fire hazard and can ignite dry grass. Any used coals need to be disposed of in a safe way.

If you happen to have anything that you are using as an outdoor ashtray, it NEEDS to be periodically disposed of before it builds up. It is a HUGE fire hazard. If your personal ashtray catches fire and is caught by management or any fire department, you will be held responsible by the insurance company for damages & will be evicted.

8. Parking (For units with non-street parking)

Please use only the parking space(s) assigned to you and ask your guests to use visitors parking or free spaces assigned to you. Each apartment should have 2 parking spaces available to them to use. Areas within the community designated as fire lanes or no parking zones are prohibited, and cars found in the areas will be ticketed and eventually towed away at the owner's expense.

Recreational vehicles, trailers, boats, and cars not in running condition (meaning the vehicle must be drivable and plated for the appropriate year), or other non-passenger vehicles are not allowed in parking areas and will be towed at the owner's expense.

If another tenant/ visitor is parked in your space, please do not call management. Please leave a note on the window of the car asking them to not park in your spot again. If the car is not moved in 24 hours, contact management and they will reach out to the person or get ahold of the police.

9. Disturbing Noises

Your apartment is sound-conditioned. However, loud noises will carry from apartment to apartment. Please do not play musical instruments, radios, stereos, or televisions loudly before 8 a.m. or after 10 p.m. And, when you are entertaining, please keep your doors and windows closed so as not to disturb your neighbors.

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10. Removal for Unreasonable Conduct

It is certainly not our wish to restrict your enjoyment of the apartment or recreational facilities. However, we must consider the rights and safety of everyone. So, if we determine your conduct or the conduct of your guests unreasonable, we will ask that it be stopped. Examples of this include aggressive, threatening, vulgar, or repeatedly rude behavior to any member of the community, management, employees, independent contractors or anyone associated with Albergo Acquisitions LLC. Other Examples of unreasonable conduct are, but not limited to; possession, selling, or manufacturing of an illegal substance in the apartment or on the property, destruction of property, and theft of services or belongings.

If, after notification, the unreasonable conduct continues, we will have the right to terminate the lease agreement by giving you personally, or by leaving at your apartment, a three-day written notice to vacate the apartment. Unreasonable conduct is not limited to guests.

11. Marijuana and Other Drugs:

Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestibles containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use or consumption pursuant to any medical use or medical prescription, or any medical, retail or recreational marijuana activities that may otherwise be permitted under any local, state or federal laws, rules or regulations now or hereafter in effect. Tenant's violation of this rule shall be an immediate and incurable default of this lease and shall be cause for eviction.

I have read and understand this page. Initial: _____

F. LEASES

1. Leases

- a.) **One year lease:** Albergo Acquisitions LLC have one-year leases for their apartments and homes.
- b.) ***At the end of the ONE-year lease period, a new agreement MUST be signed if you plan to continue your residency with us. If you choose not to renew your lease, you must let us know in writing 60 days in advance of your desire to terminate your residence. If you move out before the end of the 60 days, your deposit will be forfeited.***
- c.) Management will send out lease extension paperwork 3 months in advance of the renewal date. This reminds the tenants that their lease is up for renewal soon and gives them time to determine if they want to continue renting with Albergo Acquisitions LLC.

Please note: if management does not receive the required paperwork back by the specified date in the Lease Extension letter, management reserves the right to give the tenant a 10-day notice to vacate the premises due to violation of contract rules. Management also reserves the right to not renew your lease if not returned by the deadline stated in the paperwork. Reminder, all leases are yearly, and must be signed and updated in your file. This ensures that the contracts on file are current and legal which protects all parties involved.

If a tenant is not renewing their lease, they will need to be out when their lease is up. Ex: If a tenant is buying a house and the closing date is scheduled a week or two after their lease is up, the tenant still must be out by midnight on the last day of their lease agreement. No exceptions.

2. Early Termination of Lease

You may terminate your lease prior to the agreed expiration date by giving us **sixty days written notice** and by paying rent for the same sixty-day period. In the event of early termination, ***your deposit will be forfeited as consideration for early termination, and if the tenant is in good standing with Albergo Acquisitions (meaning rent is up to date and no damage to apartment, the tenant will not be held responsible for the remaining months of the lease.***

If a tenant does not fulfill their one-year lease and moves out of the apartment without notice, the tenant will be liable for the duration of lease agreement and will forfeit their security deposit.

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G. RULES AND REGULATIONS CHANGES

From time to time it may become necessary to modify, change or make additions to these rules and regulations for your benefit and for the comfort and safety of all the members of the community. These changes and updates can be viewed on our website: www.albergoacq.com.

H. OTHER NOTES

If you break any part of this lease other than for the non-payment of rent, Albergo Acquisitions LLC. may terminate this lease by written notice to you. You will then have 10 days to move and vacate the apartment. If you fail to move within the 10 day period, you will be considered a tenant at will and may be guilty of unlawful detainer under the laws of Indiana. Any acceptance of rent after the expiration of the lease or after notice to vacate the apartment will not create a renewal of the lease or a periodic tenancy.

No oral statement made by our employees or agents shall be binding upon us unless they are made a written part of your lease agreement.

INDEMNIFICATION & LIABILITY:

Landlord shall not be held liable for any acts by, or injury or damage to any persons on or about the Premises. Tenant shall indemnify, defend, and hold Landlord harmless from all injury, loss, claim or damage to any person or property while on the Premises, or arising in any way out of Tenant's use or occupancy of the Premises.

I. APARTMENT COMMUNITY POLICIES

To protect your comfort and privacy and that of your neighbors- we ask that you abide by the following rules during your residency.

NOISE-Help prevent noise that disturbs other residents. Racing the engine of your car in the morning or at night can be very disturbing. When you watch T.V. or play your stereo be careful about the volume. When giving a party, keep doors and windows closed and ask your guests to subdue their laughter when leaving late at night.

SECURITY-Keep your apartment locked when away and carry full insurance on your personal belongings.

GUESTS-Persons other than the residents identified in the lease may not occupy an apartment. Residents will be responsible for the conduct of their guests while inside the community and will also be responsible for any damage inflicted by them.

USE OF DUMPSTER- Please place your refuse in plastic bags before placing it in the containers located around the community. **DO NOT LEAVE TRASH BAGS OUTSIDE YOUR APARTMENT DOOR OR IN THE HALLWAY!** This attracts animals and smells. **DO NOT place mattresses, TV's, large electronics, furniture, cardboard boxes that are not broken down, etc. into the dumpster.** If you are caught disposing of items of this nature in the community dumpster, you will be fined accordingly:

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Dinner Table Chairs: \$50/per item
 Grills/Large Outdoor Furniture: \$150/per item
 Mattress/Box spring/Bedframe: \$150/per item
 TV/Large Electronics: \$150/per item
 Couches/Loveseats/Recliners: \$250/per item
 Hard Furniture (Tables, Chairs, etc.): \$150/item
 Cardboard Boxes larger than 12" not broken down: \$10/per item

These charges are due to the inconvenience and cost to us to dispose of them. Most of these items require multiple men, tools, trucks, time, and disposal fees to get rid of. **If you have an item that you are not sure how to dispose of, contact management for information/advice. We MAY be able to help depending on the situation.**

USE OF LAUNDRY ROOM (if applicable)- It is asked that the door always be locked when you leave the laundry room. Please make sure your trash makes it into the garbage can and clean up after yourself. Please do not leave your belongings strewn about, since this is a shared space. If laundry or belongings are left sitting out in the laundry room for more than 24 hours, they will be thrown away when management comes to clean the space. Please do not forget your belongings in the laundry room. If any of the machines seem to not be working correctly, please contact management to let them know. Extra rules on use of the space are noted on the walls and machines. We ask that you follow them to keep the community laundry room up and running.

PARKING-Use only your assigned parking space and ask your guests to use the guest parking areas or park in the **extreme ends** of the community. Anyone found parking in the fire lanes can expect to receive a ticket for illegal parking.
Please park appropriately in the parking space, meaning do not park your car sideways in a parking space and avoid parking in the grass.

CARE OF YOUR APARTMENT-Please read and follow these suggestions on the care and maintenance of your apartment.

- Refrain from attaching glue-on stickers anywhere in the apartment. Small picture hangers (command strip type) will support most pictures. Remember, any damage to the apartment will be deducted from your security deposit. If you have an unusual problem, we will be glad to have our maintenance people assist you.

- Avoid placing any foreign objects in toilet bowls. The resident will be charged for work in this area. **DO NOT FLUSH FEMININE PRODUCTS, FLUSHABLE WIPES, OR ANYTHING BESIDES TOILET PAPER DOWN THE TOILET.** the landlord will not remove any foreign object(s) from a tenant's toilet. If this occurs, the tenant will need to call a plumber and the tenant will be responsible for the bill.

- Maintaining gasoline or any other highly flammable or explosive material in or around the apartment is prohibited.

- Any service work in the apartment will be done by the management staff, maintenance crew, or hired contractors.

- Patios and balconies shall not be used for storage of objects other than patio furniture and the like. Refrain from hanging out towels or clothes to dry, and do not shake rugs or

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blankets over the railings. Bicycles are not to be stored on balconies, in the yard, or in the landscaping.

- Common Hallways shall not be used for storage or garbage.

SMOKING- DO NOT SMOKE IN THE APARTMENTS OR HOUSES. GO OUTSIDE TO SMOKE-NOT IN THE BATHROOMS! IT IS TOO COSTLY TO REMOVE NICOTINE FROM THE WALLS & CEILINGS. Any tenant who smokes in their apartment will be charged additional cleaning charges when they move out. This includes marijuana and vapes.

DO NOT THROW YOUR CIGARETTE BUTTS IN THE PARKING LOT, LAWNS, OR LANDSCAPING!!!!!! OR YOU WILL BE ASKED TO PICK THEM UP AND DISPOSE OF THEM PROPERLY. If management must pick up an excess of cigarette butts from in front of your residence, you will be charged \$1.00 per Cigarette butt. PICK THEM UP. If you happen to have anything that you are using as an outdoor ashtray, it NEEDS to be periodically disposed of before it builds up. It is a HUGE fire hazard. If your personal ashtray catches fire and is caught by management or any fire department, you will be held responsible by the insurance company for damages & will be evicted.

PEST CONTROL:

Pest control, after the first thirty days of the term of this Lease, shall be the sole responsibility of the Tenant, including, without limitation, prevention and remediation. Tenant must keep the Premises free of all pests, including without limitation, bed bugs, rodents, fleas, ants, cockroaches, gnats, flies, and beetles. Tenant shall pay for all costs associated with remediating pests from the Premises and shall inform Landlord at first sighting of any pests in order to avoid any infestation of pests. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed any pests in the Premises.

MOLD:

It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are Tenant's obligations under this Lease.

I have read and understand this page. Initial: _____

ALTERATIONS TO APARTMENTS-Any alterations or additions affixed to any surface in the apartment must receive prior written approval of the management. Anything thus approved will remain in the apartment when the resident vacates. Management has the option, prior to such approval, to require an additional deposit so that the premises may be restored to the original condition when the resident vacates. Any storm door(s) put on an apartment by the tenant will be considered a permanent fixture and will be left as property of Albergo Acquisitions LLC when the tenant moves out.

PETS- Albergo Acquisitions LLC has a “No Pet Policy” Only service animals will be permitted on premises, as well as those tenants who had a pet before the no pet policy went into effect.

Any current tenant that has a disability and requires a trained service animal related to their disability, must first fill out our “Service Animal Information & Questioner” form to verify the animal is a legitimate service animal under the rules of the ADA and Indiana law. Animals who’s sole function is to provide comfort and emotional support do not qualify as service animals.

No Pet Sitting / Visiting allowed. *Any tenant caught with an unapproved animal in the apartment or house (for any reason) will immediately be subject to a \$100 fine and will be asked to remove the animal. If the tenant does not immediately comply, the tenant will then be given a 10-day notice to vacate the premises w/ an addition charge of \$50/day up to the final day of move-out.*

Approved animal residencies will have a magnetic sign on their front door.

J. SECURITY DEPOSIT COST SCHEDULE

It is the Lessee’s responsibility to return the Premises to the Lessor in the same condition as it was when received by the Lessee. If the Lessee fails to thoroughly clean the apartment at the end of the lease and leave it in satisfactory condition, the following charges will be deducted from the Security Deposit or, where the Security Deposit is insufficient to cover such charges, such amounts will be owed by the Lessee to the Lessor. Objects which have accumulated dirt, that require cleaning and have not gradually deteriorated due to wear and tear, are capable of being returned to a clean condition. Lessor will inspect the apartment at the end of the lease term to assess painting, cleaning, and damage fees.

Cleaning

Failure to thoroughly clean the entire apartment at the end of the Lease will result in a charge of \$45.00 per hour for cleaning. The following will acquire an extra charge in addition if heavy cleaning is required:

Refrigerator: \$65.00

Stove: \$50.00

Shower/Tub: \$75.00

Toilet: \$40.00

I have read and understand this page. Initial: _____

Painting

Lessee must not use nails, thumbtacks, and similar fasteners on the walls of the Premises, leaving such surfaces in the same condition as they were upon the Lessee's occupancy of the Premises. If the Premises requires drywall repair, Lessee will be responsible for all costs incurred. If the premises requires a full painting due to excessive repairs or smoking, Lessee will be responsible for the cost at a rate of \$2.50 per sq. ft for primer and \$2.50 per sq. ft. for paint plus all materials.

Carpet Cleaning

Lessee (Tenant) must vacuum all carpeted areas at the end of the lease term. **(Albergo Acquisitions LLC) will professionally clean the carpets and Lessee (Tenant) will be charged for this service.** This is done to ensure quality of service and safety for the next tenant to reside in the apartment. *The fee will be deducted from the deposit.* The charge is \$150 total to clean the carpets in an apartment.

Tenants are not allowed to clean the carpets themselves or hire someone upon move out to avoid this charge. *If they do, the carpets will be redone and deducted from the tenant's deposit.*

Replacement Charges:

(+45/hr for Labor/Installation/Acquisition if done by Albergo Acquisitions LLC employee OR at cost for 3rd party (contractor) installation/repair.)

Doorstops Replaced	\$10.00
Outlet Cover Replaced	\$10.00
Window Screen Replaced	\$125.00
Window Screen Repaired	\$70.00
Toilet Paper Holder	\$25.00
Towel Bars Damaged	\$25.00
Register covers	\$25.00
Blinds	\$65/each
Smoke Alarm Damaged	\$85.00
Small Light Fixture Replaced	\$50.00
Large Light Fixture Replaced	\$100.00
Curtain Rods	\$35
Interior Light Bulbs	\$10.00/each
Damaged Toilet Seat	\$45.00
Damaged Toilet	\$230.00
Exterior Door	\$400.00 (includes front & back doors, sliding screen doors)
Storm Door	\$200.00
Interior Door	\$200.00
Garage Door Opener:	\$75.00
Garage Door Keys:	\$60.00

I have read and understand this page. Initial: _____

Note: The above list is not all-inclusive. The Lessee may be charged for cleaning, repairing and replacement of items that are not included on this list. The Lessee agrees that the above costs and damages may be deducted from the Lessee's Security Deposit. If damages exceed the security deposit, total charges will be sent to a Collection Agency or sent to the LaGrange Superior Court System for collection.

Revised/Updated November 26th, 2023

APPLIES TO ALL NEW TENANTS & LEASE RENEWALS ON OR AFTER THIS DATE

I have read and understand this page. Initial: _____