



**2017-2018**

# **Resident Handbook**



**CORPORATE OFFICE**  
420 5<sup>th</sup> Ave. So., Suite A  
La Crosse, WI 54601  
608-782-4488



*Dear Resident:*

*Welcome to your new apartment! We value you as a tenant and look forward to serving you. You have selected a rental company where people care! We've been in business for over 60 years and serve many communities in Wisconsin and Minnesota.*

*Our policies are established in order to make your stay as pleasant and enjoyable as possible. Anytime during your occupancy you feel a policy, maintenance request, common area cleanliness or any other item is not being handled properly, let management know.*

*To better understand your apartment building's management, we provide you with this Resident Handbook. PLEASE review this handbook carefully. **This handbook a part of your lease and contains helpful information regarding your responsibilities and obligations as a resident.***

*This information has been compiled to familiarize you with all aspects of your apartment living. These rules are not intended to restrict your activities, but rather to protect your privacy and provide equal opportunity for all to enjoy their apartments and amenities. You will find that it will save you time, money, and many headaches.*

*Resident Managers and Maintenance are also here to help you. If you have a question about your lease or a technical matter, please look up the answer in this manual or direct your question to your resident manager. You may also contact our office with any questions, comments or concerns. Your ideas and suggestions are appreciated and welcome.*

*Our corporate office is open Monday thru Thursday 9 a.m. – 5 p.m. and Fridays – 9 a.m. – 12 pm. We are not open on weekends. Seasonal hours will be posted in advance on our office door. River Falls and Steven's Point residents refer to our website for office hours.*

*Please feel free to stop by or call the office you have anything to discuss with your manager, however if possible call for an appointment first so the Manager can set aside a time for you. You do not need to make any special arrangements or an appointment to pick up your keys on move in day! One tenant may pick up keys for the entire apartment.*

***Sincerely,***

***Gerrard Corporation***

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# RULES AND REGULATIONS

## EMERGENCIES:

Your safety and security is important to us! For emergency situations that occur after hours, we have engaged in the assistance of an answering service. The number is **888-783-6271**. They will contact one of the team members who will then contact you. Management will determine the next course of action. If there is no emergency, please hold your call until regular business hours. Please be considerate of our management team while they are at home with their families.

## WHAT IS AN EMERGENCY?

Fire, gas leak, electrical short, power failure (unless correction is the responsibility of the utility company), downed power line, wind or storm damage, sewer back up, no water/no hot water, MAJOR water leak, no heat (in weather below 40 degrees), no air conditioning (in weather above 85 degrees), non-operational refrigerator.

## MAINTENANCE REQUESTS/general repairs:

If you have a repair, you must put in a work order electronically at [www.gerrardcorporation.com](http://www.gerrardcorporation.com) and click on the "Residents" tab. You may also review this handbook and review a copy of a Wisconsin blank lease here. When submitting electronically, you must specify whether or not they may enter your apartment if you're not home. If you don't, the request will not be taken care of. PLEASE NOTE: Residents will be charged for service request if the repairs are due to tenant misuse, abuse, or negligence. Tenants are responsible for plunging your own toilet. There will be a charge if we're requested to unclog your toilet unless it is a problem with the toilet malfunctioning or with the sewer line.

## OBTAINING RENTER'S INSURANCE:

Gerrard Corporation recommends that all residents obtain renter's insurance. Remember that the property owner's insurance will not cover your personal possessions. Obtaining coverage for these items is your responsibility, and helps protect you from losses such as fire, theft, vandalism, and so forth. In our student rentals, you may have coverage for your possessions under your parents' homeowners policy-contact them and find out! Renter's insurance offers coverage for not only your personal possessions, but damage to other resident's property, liability to others, and supplemental living expenses if your apartment becomes uninhabitable.

## RENT PAYMENTS:

We rent apartments not bedrooms; therefore we collect one rent payment per apartment each month. We do this electronically (ACH) through a third party. No more checks to write! Each rental unit will complete an ACH form (automatic clearing house) at the lease signing and provide a voided check from a checking and/or savings account.

Automatic rent payments will be taken out the 1st of each month starting June 1<sup>st</sup> and will remain in effect for the entire lease term. If the 1st falls on a weekend or holiday, the rent will be deducted the following business day. In the event that changes arise in the payment amount, frequency of payment, or change in account information, it's the tenant's responsibility to provide management proper notice to make any changes to this account (at least 4 days prior to rent being taken out).

## **NSF/LATE FEES:**

All tenants will be notified through e-mail if they're insufficient funds in the account. We DO NOT attempt to run the rent through a second time without the bank holder's permission. We do apply a charge of \$50 for any rent that is late and a \$25 for insufficient funds totaling \$75. If your bank has made an error, you may be entitled reimbursement for your late fees and NSF charges on your account but you would need to contact your bank institution.

## **PRO-RATED RENT**

Gerrard Corporation does NOT pro-rate any rent. We collect a full-month's rent for the entire lease term including the last month's rent.

## **SECURITY DEPOSITS:**

The security deposit is to ensure you fulfill the conditions of your lease agreement and NOT used for rent. It is held in a trust account and may **NOT be used for your last month's rent payment.**

**PAYMENT:** Gerrard Corporation collects one payment for the deposit per rental unit. This payment must be paid in full when the lease is signed either by check/cashier's check or money order. PLEASE NOTE: We don't carry cash on site to make change.

**REFUND:** Wisconsin Law required the landlord to refund the security deposit 21 days after the lease term ends and everyone has vacated the rental unit. The security deposit refund will be in a form of a check and mailed to the original person who paid the entire deposit. The deposit will be refunded provided that there is no unpaid rent or fees, the apartment is cleaned using the guidelines in this handbook, keys are turned in and there is no damage. In La Crosse, the landlord requests a final meter reading for the water and this final bill will be deducted from the entire deposit. If paid separately it will be divided equally among tenants. When vacating, a resident must return all keys issued to our office and supply management with their forwarding address and phone number.

## **LEASE:**

A lease is a contractual obligation which is drawn up to protect the right of the resident and the property owner. It describes the basic right and coverage for both parties involved. It is the resident's responsibility to know all the ramifications and terms of the lease. Management will not seek out resident to explain procedures. That is the purpose of this handbook.

**LEASE TERM:** All leases are set to begin June 1<sup>st</sup> and end May 20 the following year at 12 pm. We do not have any short-term leases and all tenants sign one lease.

## **BREAKING A LEASE OR SUBLEASE – NOT RECOMMENDED!**

If you break your lease or sublease you're in violation of your contract. Should the Tenant(s) elect to break their lease agreement and move out early, the tenant automatically forfeits their security deposit(s). The Tenant will be responsible for all utilities and rent payments until a suitable tenant is found or the lease expires.

**IMPORTANT: If you have already signed a lease and it requires re-marketing and re-renting the entire unit, the tenant(s) automatically forfeit the entire security deposit and are still legally bound to the lease until proper tenants are found as a replacement.**

There are ONLY three reasons for legally breaking a lease without financial repercussions. A formal, written verification must be provided in all three examples. They are:

1. A military reservist is recalled into military duty
2. A person's medical condition that requires they relocated to full-care residency.
3. A work permit or VISA requires that the resident return to their country of origin (not within the U.S.)

**SUBLEASING:** A resident may sublet with prior approval from management.

ISSUES TO CONSIDER BEFORE SUBLETTING:

1. In order to sublease, the lease must have begun and you're already occupying the unit. **We do not allow summer subleasing.**
2. If you are the sublessee, you may NOT sublease to someone else for the entire term.
3. If you sublet, you will still be on the lease, even though you will no longer be living in the apartment. If the person you sublet to does not pay the rent or damages the apartment, **YOU** will be financially responsible.
4. **Landlord Permission.** You must obtain prior approval from management. If you sublet without the landlord's permission, the landlord can evict the sublessees and possibly hold the sublessor (YOU) liable for the remaining rent payments and damage.
5. **Landlord Sublet Procedures.** It is the tenant's responsibility to find a suitable replacement. We can assist you by placing a listing on our website for free. We charge a flat fee of \$100 to sublease. This payment is due at the signing payable to the landlord.
6. **Roommate Permission.** All parties on the lease must agree to any major changes, including adding new tenants. Make sure that your roommates meet the potential sublessee. Remind your roommates that they are "jointly and severally" liable, so if you do not find a sublessee and do not pay the rent, the landlord may try to evict and/or collect your rent from them. Roommates may e-mail their approval to the landlord's agent.
7. **Check out the possible sublessee.** The new applicant is required to complete an on-line rental application and be approved by our office.
8. **Sublet Agreements.** The original tenant and sublessee will need to make an appointment with their manager to sign paperwork in the office.
9. **Security Deposits. Because you are ultimately responsible** in a sublet agreement, the landlord retains the Sublessor's deposit and also collects a deposit from the Sublessee. At the end of the lease term, the Sublessor will not be responsible for any cleaning charges or utilities. If the person you sublet to does not pay the rent and damages the apartment however, YOU will be financially responsible for any damage not noted on the move in checklist.
10. **Check-In.** It is wise to have your Sublessee complete a CHECK-IN FORM when they move to document the apartment condition. The Sublessee will be provided an original copy of the lease as well as any initial move in inspection form that contains an itemized description of the condition of the premises at the time of check in. **The Sublessee will document in red ink on the same form for any damage.** This must be returned within 7 days of occupancy. Both you and the landlord should keep copies. **If there wasn't a move in checklist completed by the original tenants, then the Sublessee will be moving in "as is" and will accept the apartment condition.**
11. **Check-Out.** The Sublessor will be required to return all keys issued to them at time of move in. The new tenant will make arrangements to pick up keys in the office along with the check in form.
12. **Parking Permit.** Sublessor will need to return their parking permit to the office. If it wasn't used, it will be transferred over to new tenant.

**LEASE RENEWALS:** All lease renewals must be signed by September 30<sup>th</sup>.

It is our hope you'll renew your lease contract with Gerrard Corporation. We understand it may seem too early to make this decision however we begin signing leases on October 1<sup>st</sup> for the following academic year. If we don't receive a lease renewal, we assume we can start showing your apartment with proper notice given. If you would like to renew your lease, contact your Resident Manager before September 30<sup>th</sup>.

If all tenants are renewing, sign the lease renewal form and that's it! We will carry over your security deposit for the following year. The lease renewal will begin when the current lease terminates. New parking permits will be mailed to your apartment sometime in April/May.

If roommate situation is changing and you would like to stay in your apartment you may still sign a lease renewal to keep your apartment until you find new roommates. You have until the following April to do so. Keep in mind by signing a lease renewal, you're legally committing to staying in the apartment for another year. There are many incoming students looking for housing! Once you find new roommate(s), contact our office to sign a new lease. If you needed any assistance posting an advertisement on our website, contact your Resident Manager.

## **GUESTS/VISITORS:**

Per your lease, ONLY persons listed on the lease can occupy the unit or the use of a parking permit. You're welcome to have overnight guests however once a person who is not on the lease remains in the unit more than 14 days in a 45-day period is considered part of the household. Extended stays need to be approved by management. If a violation is found it will result in an immediate eviction. When having visitors you must tell them to park on the street.

## **EXCESSIVE NOISE/DISTURBANCES:**

When people live in close quarters, noise can sometimes be a problem. We ask each of you to be respectful of your neighbors and keep noise levels to a minimum. If noise from another apartment is louder than desired, we ask that you contact your neighbor and ask them politely to "turn their music/TV/conversation down a bit." Usually people don't realize how the sound carries to others. The bass from sound systems carry far and wide. Please be aware of this. If after repeated requests and your neighbor chooses not to cooperate, your next step is to contact the police. They'll investigate and may issue a noise violation if deemed appropriate. Management does NOT have any authority to perform these types of services. Once a ticket is issued by police management, then a landlord can enforce lease provisions. As a LAST resort, if the noise problem persists, or you are concerned about a possible emergency or dangerous situation, please contact the office during business hours and we will try to assist you.

**Please be aware YOU ARE responsible for the noise of visiting guests.** We will NOT tolerate any underage drinking, drug use, disruptive behavior, or any damage whatsoever to our property. The Property Manager will terminate the tenant(s) lease with all Tenant(s) still liable for rents and utilities throughout the term of the lease. The Tenant(s) would also forfeit their entire security.

**Contacting the police:** Noise related issues are generally not an emergency, and do not require an emergency response on the part of the La Crosse Falls Police Department – DO NOT CALL 911.

**How to Report a Noise Disturbance:** Call (608)785-5962. Give the dispatcher as much information as possible....address, names, description of disturbance, number of people involved, and if you wish to be contacted or not be responding officer. YOU MAY MAKE YOUR COMPLAINT ANONYMOUSLY.

## **SMOKING:**

Smoking is STRICTLY PROHIBITED in any Gerrard Corporation rental unit or indoor common areas (this includes hallways and entryways). You can smoke cigarettes outside of the building on your patio or balcony however you're responsible for properly disposing of your cigarettes. No cigarettes are permitted to be thrown on the ground, including your patio or balcony. You may be charged a nominal fee for cigarette cleanup.

**CRIME FREE-DRUG FREE HOUSING ADDENDUM** - As part of your executed lease, the following is understood and agreed to by the resident and management:

1. The Resident, any members of the resident's household or a visitor or any other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premise. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute or use a controlled substance or possession of drug paraphernalia.

2. The resident, any members of the resident's household or a visitor or any other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near said premises.
3. The resident, any members of the resident's household will not permit the dwelling to be used for, or to facilitate illegal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household.
4. The resident, any members of the resident's household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling unit or otherwise.
5. The resident, any members of the resident's household will not engage in the acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the landlord, his agents, or tenants.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL LEASE VIOLATION AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions shall be deemed a serious violation and material non-compliance with the lease.

**It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provide by law, proof of violation shall not require criminal conviction but hall be by the preponderance of the evidence.**

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provision of the addendum shall govern.
8. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

*\*\*\* Resident(s) acknowledge receipt of this addendum by signature of this document (last page)*

If you feel a resident within your building is doing illegal drugs, contact management. If we determine that the resident is smoking inside the building, the provisions of the lease will be enforced. **If you're cited and ticketed by police this is cause for an immediate eviction of all tenants and immediate forfeiture of the security deposit.**

## **SAFETY:**

### **TORNADO SAFETY:**

#### **Watch for these danger signs:**

-Severe thunderstorms with frequent lighting, heavy rain, storm winds or power failure, hail, roaring noise, funnel cloud.

**TORNADO WATCH:** Means there is a possibility of one or more tornadoes in the area. Continue normal activity, but watch for tornadoes.

**TORNADO WARNING:** Means a tornado has been sighted or detected by radar and may be approaching – SEEK SHELTER IMMEDIATELY!

**SHELTER AREAS:** Laundry rooms, first floor hallways, landings or bathrooms. If a resident has any questions regarding where to take shelter, they should contact our office.

**SMOKE DETECTORS:** The smoke detectors are hard-wired in most of our units. DO NOT DISCONNECT THEM! If a resident has problems with their smoke detector, they should promptly call maintenance.

### **IN CASE OF FIRE:**

If the smoke detector goes off because of smoke from a fire, please follow these procedures:

1. CALL 911 TO REPORT FIRE. Do not assume someone has called. Keep emergency telephone numbers posted in your apartment for future.
2. Feel the door before leaving the apartment. If it is cool, open it carefully and leave the apartment by the closest exit.

3. Walk quickly, remain CALM. Be familiar with the building and know in advance where the exits are located.
4. Exit your floor by using the stairs. If you cannot use the stairwell due to physical impairment, stay in the stairwell until a firefighter can reach you.

IF, BEFORE LEAVING YOUR APARTMENT, THE DOOR FEELS HOT, DO NOT LEAVE THE APARTMENT. KEEP THE DOOR CLOSED AND SEAL OFF ANY CRACKS WITH WET TOWELS. OPEN A WINDOW FOR AIR. TRY TO REMAIN CALM. DO NOT JUMP. A FIREFIGHTER WILL REACH YOU.

#### **FIRE EQUIPMENT:**

It is illegal in the State of Wisconsin to tamper, alter, steal, activate a false alarm, or take any action which limits or prohibits the use of the fire equipment in the building. This equipment is for emergency use only and is not to be tampered with. Any person(s) caught tampering with such equipment are subject to prosecution under Wisconsin State law. If a fire results from your negligence, you may be held financially responsible for property damage and personal loss.

A major safety issue exists anytime there is disrespect for the fire alarms/equipment in an apartment building. Any type of tampering is considered vandalism and malicious behavior. Some may see such activity as a practical joke, but in essence, those engaging in such acts may be jeopardizing the lives of the people in the building by causing the system to be inoperable in an emergency.

#### **SMOKE DETECTORS/CARBON MONOXIDE DETECTORS/FIRE EXTINGUISHERS:**

Smoke detectors and carbon monoxide alarms (apts with gas furnaces) are installed in every apartment. These are maintained annually. Upon move-in you must return your smoke detector requirement form with 7 days of your lease. Failure to do so may hold you liable for damage in case of a fire. Please test your smoke detector once a month. State fire code requires that smoke detectors be kept in working condition at all times. Residents are strictly prohibited from removing the batteries from any smoke detector and it's is considered a lease violation if they are tampered with. If your smoke detector is "chirping" please contact maintenance and we will replace the batteries for you. Tenants will be charged if they have tampered with their smoke detector/carbon monoxide detectors and or taken off wall. Any fire extinguisher that has been tampered with will be charged.

Please familiarize yourself with the fire exits located in your building and also where proper fire equipment is located. Tampering with any fire equipment in and around buildings is forbidden. A carbon monoxide alarm is a device that will detect the presence of carbon monoxide (CO) and create a noise which gives people in the area a chance to safely leave the building. CO alarms by themselves are not smoke detectors and vice versa. However, there are combination smoke/CO alarms. CO alarms are usually plugged into a wall electrical outlet or wired directly into the buildings electrical system.

#### **PARKING AND PERMITS – Enforced September 1st!**

Most of our locations are patrolled and monitored by a local contracted security company and tow company.

#### **PARKING STICKERS:**

1. Each rental unit is issued parking permits per number of bedrooms not per tenant. Initial permits are FREE. A replacement sticker is \$15.00. You must pick one up during office hours or not park in the lot. We are not here on weekends so you must make arrangements during our normal business hours to pick up a new sticker OR park on the street for the weekend.
2. The sticker must be displayed on **driver's side rear bumper** or adhered to the **inside driver's side rear window**. In the winter months, bumper and rear window must be clear of snow and ice so officer can view easily.
3. **Permits are for Gerrard lease holders only. You may not let your friend or family the use of your permit. If we**

**become privy to this occurring, then your permit privileges will be revoked permanently.** It's the residents' responsibility to notify their family and friends of this policy and let them know to park on the street at all times. If you don't have a car please return your permit to our office.

4. The sticker does not guaranty a parking spot, but it will allow the resident the most ample opportunities for a spot. Parking is first come/first serve. Vehicles with parking stickers must also park within the designated parking areas. Do not block fire lanes, handicap spots, alleys or dumpsters.
5. All parking stickers expire May 15<sup>th</sup> and are only valid during a signed lease at that apartment complex. Any deviations from the above-mentioned items subject the vehicle to being towed at the owner's expense.
6. All cars are towed to **CRAIG'S TOWING @ (608)784-1638** located at 1224 Island St., La Crosse.
7. NO moving may take place between the hours of 10 pm – 8 am under any circumstance and moving trucks are out of the lot at that time.
8. Tenants are given permission to call the towing service if they see a car without a permit (after September 1<sup>st</sup>).

## **PARKING LOT:**

La Crosse has many recreational area and parks for your leisure activities. Do not use our private parking lot for these activities or small gatherings.

Please do not leave your car unlocked. Also, please don't leave valuables in your vehicles. Gerrard is not responsible for theft or damage to vehicles. You should call the police to file a report and contact your insurance provider.

Motorbikes, motor scooters, motorcycles are not to be parked in building entrances, halls, apartments or on the sidewalks. One permit will be issued to you therefore you may have a choice of putting it on your vehicle OR your motorcycle/scooter not both.

All vehicles parked in the lot must be operational. You may NOT store boats, RV's, trailers, moving trucks, non-operational vehicles, etc. on our property.

Please do NOT back into stalls to park. When you start your vehicle up, the fumes often enter into another resident's apartment via the windows.

## **BIKE PERMITS (enforced year round) –**

All tenants will receive a Gerrard bike permit with their welcome packet and is free of charge. **Replacement bike stickers are \$5.00.** All bikes should be secured on a bike rack or put inside your apartment. It may not be kept outside on your balcony or patio. This is a fire hazard.

## **BIKE REGISTRATION:**

Nice weather brings many opportunities to enjoy the outdoors, especially by bicycle! Unfortunately, it also brings an increase in bike thefts. You may use our bike racks, however as your landlord we recommend keeping bikes in your apartment or storage room to prevent theft/vandalism from occurring.

All tenants must place a current sticker on their bike. In order for us to keep track of abandoned bikes we do go through them a couple of times with proper notice to tenants. If a bike doesn't have a current bike permit, it will be removed and stored for 30 days. **If left unclaimed after 30 days, it will be donated. (Gerrard Corporation is will not be held responsible for lost/stolen/damaged property or broken locks).**

*-The City of La Crosse requires bikes ridden within the City to have proper registration. This FREE service can be completed at the Police Department at 400 La Crosse Street, between the hours of 8:30AM and 5:00PM, Monday – Friday. You will need the make, model, and serial number of the bike. You may obtain a Bicycle Registration Form online at the Police Department website. If your bike is stolen and is valued **under** \$2,500.00, fill out an on-line theft report on the City of La Crosse’s website. If your bike is stolen and is valued **over** \$2,500.00, please go to the Police Department or call dispatch **(608)785-5962**.*

*- You can check for your bicycle at the Police Impound Building or “Bike Barn” at 1925 Marco Drive on Isle La Plume. The bike barn is open the first Wednesday of each month from 5:00PM 6:00PM. To claim your bike, you must have a copy of your submitted police report. You may also search “**Stolen Bikes La Crosse County**” on Facebook as a tool.*

## **KEYS, LOCKS, AND SECURITY**

**KEYS:** We supply all keys at once on the first day of the lease term. The residents are all responsible for these keys and maintaining control of them. Make sure they work and report any problems immediately. A key distribution form will be provided in your welcome packet and returned to the office.

**RETURNING KEYS:** All keys must be returned to the key drop box by 12 p.m. on the last day of the lease. Keys should not be left in the unit or mailed to the office. They should be properly labeled and placed in a provided envelope along with key return form to put in the key drop box. If all keys are not returned on move out day, a charge to change the locks will be deducted from the entire security deposit NOT the individual person who didn’t return them.

**LOCKOUTS:** If a resident gets locked out of their apartment during business hours and roommates are not available, there may be a lock-out charge.

**LOCKOUTS AFTER BUSINESS HOURS:** **Do not call our emergency number!! If you do call our emergency number, a \$100 service fee will be added to your account if we need to unlock your apartment because you lost or forgot your keys.**

Special locks, chains, or security systems are not permitted and cannot be installed on any door in the building or apartment. If a resident requests a lock change during their residency, they must provide the Resident Manager with a written request to schedule the change. There will be a lock change of \$300 for the change, payable in advance. Residents requiring a mailbox lock change will be charged \$40 for the change, payable in advance.

**LOST KEYS:** For security purposes we must change your lock and replace all keys. The tenant is required for cost of replacement of any lock and all keys. Charges are below.

**FLAT RATE CHARGES FOR LOCK CHANGE:** Entry Keys: \$300, Bedroom Keys: \$50 each, Mailbox: \$25 each

## **SAFETY AND SECURITY**

Adequate protection of you and your personal belongs are of great concern to us. Be sure to make use of any

locks provided to ensure that “uninvited” persons cannot gain entry. Close and lock your doors at all times. The patio or balcony is a favorite means of unlawful entry. Our contracted security company randomly patrols the common area, parking lot and stairwells to provide that extra sense of security.

## COMMUNITY APPEARANCE AND CLEANING

Gerrard Corporation provides weekly cleaning of our common areas and parking lots for our tenants so that you can be proud of the community you live in and keep it looking its best. We ask that you respect our property just the same. Please throw out all trash in receptacles and dispose of any cigarette butts in appropriate ashtrays.

1. Sidewalk, entrances, balconies, stairways, corridors, and halls must not be obstructed or encumbered for any other purpose other than entering and leaving your unit.
2. All common areas will be clear of furniture and personal property including trash. **If we have to remove your trash bags - There is a \$50 charge per bag is charged to the apartment.**
3. Only furniture designated for exterior use may be used on any balcony or patio.
4. No clothing, rugs, or other items shall be hung on or over patio fences or balcony railings.

As stated in your lease, you’re expected to keep your rental unit in clean and good repair during your tenancy. It is your responsibility as a tenant to have your unit presentable and clean at times. If we feel housekeeping duties are less than desirable you may be asked by management to remedy the situation.

## BARBEQUE GRILLS

The State of Wisconsin adopted a fire code, NFPA-1- The Fire Prevention Code. It states in it that charcoal burners and propane canisters CANNOT be stored or used on balconies or patio. Gerrard Corporation allows the use of grills however residents are not permitted to store their grill or propane on their balcony or it will be immediately confiscated. When in use, grills must be at least 10 feet away from any building during use to prevent fire hazards. The River Falls Fire Department conducts regular scheduled inspections of all apartments. At their discretion a citation for violation of the code may be issued.

## CANDLES AND INCENSE

DO NOT burn candles or incense. The smell is irritating to many people and dangerous for people that suffer from allergies or asthma and not to mention it is a fire hazard. Candle wax can also be very damaging to flooring, especially carpeting. Smoke also creates black soot on walls and ceilings. Should you choose to use candles in your rental unit, you may accrue charges for eliminating excessive smoke damage or odors upon vacating or replacement of carpeting.

## CHRISTMAS TREES

Real Christmas trees are not allowed. They can be a fire hazard if not properly cared for. Artificial trees are permitted but must be taken down in a timely manner along with other Christmas decorations after the holidays. They must not be stored on balcony or patio.

## DAMAGE REPORT – IMPORTANT!

1. **Completing your move in inspection form.** This will be included your welcome packet when keys are picked up. This form is for your protection at move out and is provided to report any damages. **It must be completed within 7 days of occupancy.** This form will be retained in your resident file until you vacate the unit. We won’t accept late condition reports. Please walk through your unit to assess condition. This serves two purposes:
  - a. If something in your apartment was overlooked, this form will alert us to what work needs to be done. If for some reason the unit is in an unacceptable condition (cleaning or maintenance), the resident should make sure any problems are resolved before any items are moved into the unit. We will make every effort possible to have your unit ready for your move in.
  - b. By listing any damage on the form at the time of your move in, you will not be liable for any damages that may have occurred before your occupancy. Please be very thorough, and make sure all notations are

specific, complete, accurate and well explained.

- c. Tenants will be charged market rate for labor and supplies due to tenant damage, waste or neglect.

## E-NOTICES

All tenant notices are sent via e-mail. It is the tenant's responsibly to notify the Resident Manager if there is any change to your e-mail. Please add Resident Manager's e-mail to your safe sender's list or it may go into spam. If you're not getting e-mails please let us know and we'll update it in our system. **It's it the tenants responsibility to communicate with one another when you know we're coming to show your apartment or if you've contacted maintenance.**

## HARRASSMENT

Any type of verbal or physical abuse to any Gerrard Corporation employee, O'Brien Securities, or towing contractor as well as other tenants is NOT tolerated may serve grounds for an immediate eviction. Threats, cursing, and name-calling is considered abuse. Tenants should never approach the manager, owner or other tenant at their residence. If management deems a tenant to be a danger to themselves or other tenants, appropriate action will be taken to remove said tenant from the property immediately. If you have an issue with another tenant, the problem should be addressed in writing to our office so that it may be documented and put in your file.

## ROOMMATE DISPUTES:

Many roommates enter into their living-together relationships with high hopes and positive expectations. Especially where roommates are also friends, they believe that everything will go smoothly and that all they need is "an understanding" between them. However, people change, circumstances change, and best friends do not always make the best roommates. It is wise to treat the mechanics of house sharing as a business relationship in order to protect the personal relationships.

The following are a series of recommendations to help prevent roommate disputes. They are suggestions based on past experience and common sense. They are not actions mandated by law, nor are they intended to be a substitute for legal advice. **Roommate disputes are handled between roommates and not by the landlord.** Any tenant who has signed the lease is responsible for the rent for the entire duration of the lease whether he/she lives in the premises or not. If more than one person has signed the lease, each person individually and all persons collectively is/are responsible for paying the rent in full. If one roommate moves out and does not pay his/her share of the rent, the other roommates must pay the rent in full, or they will be subject to eviction for nonpayment of rent. Those roommates must then look to the nonpaying roommate for the rent they paid on his/her behalf.

Often the basis of disputes is a lack of good communication or a mismatch of expectations between roommates. To minimize misconceptions and false expectations, we recommend:

A. That potential roommates thoroughly discuss with each other the needs, expectations, and general ground rules that they wish to establish in a shared household prior to moving in together and signing a lease. This applies equally to a situation where a new roommate moves into an established household.

B. **THAT ROOMMATES DRAW UP AND SIGN A ROOMMATE AGREEMENT (sample below)** which spells out their rights and obligations to each other. The roommate agreement is just that: an agreement among the roommates. It is not binding upon the landlord. The lease is the agreement between tenants who signed the lease and the landlord. Tenants need to pay particular attention to the Joint and Several Liability which they have to the landlord.

## **Sample Roommate Contract**

We recommend completing this roommate contract anytime a new lease is signed or a lease is renewed. This contract is designed to give its users the opportunity to establish some guidelines about the details of their living arrangements. Users are encouraged to spend quality time discussing each section, being as forthright and honest with their opinions as possible.

This agreement, made on \_\_\_\_\_, is a contract between \_\_\_\_\_  
\_\_\_\_\_; co-tenants at \_\_\_\_\_  
\_\_\_\_\_ Apt # \_\_\_\_\_, Wisconsin.

I understand that I am entering into a legally binding agreement with my roommates. I also understand that, we, as a group, and I, and an individual, am responsible to the manager, the utility companies, and each other.

#### TERM OR PERIOD OF AGREEMENT

This agreement is to begin on \_\_\_\_\_ for a term lasting from \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_.

#### SECURITY DEPOSIT

This security deposit for the dwelling is \$ \_\_\_\_\_. My share amounts to \$ \_\_\_\_\_. I understand that this amount will be returned to me less the amount deducted by the manager for unpaid rent and/or damages. I accept responsibility for damages which I cause, and I will reimburse my roommate(s) for the part of their security deposit withheld for those damages.

#### RENT

The total rent according to the terms of the lease agreement with our manager for the dwelling is \$ \_\_\_\_\_ per month. I agree to pay 1/ \_\_\_\_\_ of the monthly rent. This amounts to \$ \_\_\_\_\_. The total amount of my roommate(s) and I are liable for over the period of the lease is \$ \_\_\_\_\_, of which my share is \$ \_\_\_\_\_. I understand that we, as a group, and I, as an individual, am responsible to the manager for the total rent for the term of the agreement.

#### UTILITIES

I agree to pay 1/ \_\_\_\_\_ of the deposits and/or hook-up charges for all utilities.

I agree to pay 1/ \_\_\_\_\_ of the monthly utilities bills except telephone. I agree to pay 1/ \_\_\_\_\_ of the monthly telephone service charge, plus all long distance calls which I make and the taxes on those calls.

I agree to pay the following for any additional utilities:

\_\_\_\_\_  
\_\_\_\_\_

#### MOVING OUT

If, for whatever reason, I move out of the dwelling, I realize it is my responsibility to find a replacement. I agree to look for a replacement roommate which is acceptable to my present roommates. If one of my roommates moves out, I will also attempt to find a replacement roommate. I understand the need to be reasonable in accepting a replacement roommate.

If I move out of the dwelling a replacement roommate has not been found, I realize that I am still legally responsible to my roommates for paying my share of the rent and utility bills.

I understand that I, as an individual, can be held responsible to my manager and/or the utility companies for up to the entire rent and/or utility bills, if my roommate(s) fails to fulfill their part of this agreement.

I agree to the following arrangements regarding:

FOOD/SHOPPING: \_\_\_\_\_

CLEANLINESS/CLEANING RESPONSIBILITIES \_\_\_\_\_

PRIVACY: \_\_\_\_\_

SHARING OF PERSONAL ITEMS: \_\_\_\_\_

NOISE/STUDY TIMES: \_\_\_\_\_

SMOKING, DRINKING, DRUGS: \_\_\_\_\_

PARTIES/ENTERTAINING: \_\_\_\_\_

OVERNIGHT GUESTS: \_\_\_\_\_

ADDITIONAL REMARKS (i.e. security, furniture, appliances) \_\_\_\_\_

As party to this agreement, I realize that I, as well as each of my roommates have equal rights to the use and the space and facilities in the dwelling with the exception of the areas we have designated as each one's private space. This agreement is intended to promote harmony between the roommates by clarifying the expectations and responsibilities of roommates to each other.

All obligations under this contract are to be performed in \_\_\_\_\_  
\_\_\_\_\_, Wisconsin.

To be effective, it is not necessary to witness or notarize this agreement. Each roommate should sign below and receive an original copy.

The parties have executed this agreement on (date) \_\_\_\_\_  
\_\_\_\_\_.

Resident's Signature and Date \_\_\_\_\_ Resident's

Signature and Date \_\_\_\_\_

**(This agreement is intended as a sample agreement only).**

C. If problems do arise, and it is almost inevitable that some will, roommates should talk to each other and try to work them out when they occur rather than wait until problems build up into unresolvable resentments. If there is no resolution the best option would be to sublease (see subleasing). Permission must be granted by the landlord and the remaining roommates.

## **LAUNDRY IN UNIT/COIN LAUNDRY**

Residents should carefully inspect the insides of the washer and dryer before they put their clothes inside to ensure they are clean and free of debris, residue, old soap or objects that might damage clothes. Tints or dyes must not be used in machines. Care must also be taken not to overload the machines, as it causes unnecessary wear on them, and the clothes will not be properly cleaned. If clothes are not drying properly, first check to see if the dryer vent is

attached in the back of the unit. You may then call maintenance for repair.

## LIGHTS

Tenants are responsible for replacing their own lightbulbs, max wattage is 60 watts. If you are unable to reach a fixture or need assistance however you may call maintenance. When a resident move into an apartment, all lights should be in working order. In turn, management expects that all lights be working at the time of move-out.

## ELECTRICAL

Running electrical wires for electrical appliances or fixtures in violation of the building code are prohibited. No extension cords are allowed to be plugged into the common area outlets or run out of the building is not permitted. Please do not use any bulb strong than 60 watt in the fixtures. Do not overload electrical outlets. To reset circuit breakers, check the breaker box first (located primarily in hallway for State & Main tenants). In order to properly reset a breaker you must turn the breaker that has been tripped to the “on” position. Only reset breaker once. In the event it continues to trip, check everything plugged into that circuit. If there is a problem please contact maintenance. If this doesn't correct the problem, please call maintenance, as this may indicate a problem with an appliance or require outside servicing.

## APPLIANCES

The resident will be responsible for the misuse of appliances. All maintenance will be performed by maintenance. Please put in a work order if you're experiencing problems. DO NO ATTEMPT TO MAKE ANY TYPES OF REPAIRS ON YOUR OWN!

In case your appliances don't operate properly, first check the breaker box to see if you may have “tripped a breaker” then check the electrical cord to ensure that it's firmly plugged into the wall. If these appear to be in order and they're still not functioning please report to maintenance.

**Cleaning:** Residents should always perform regular cleaning of appliances. Failure to do so can result in damage to the units and makes it difficult to clean them properly upon move out. Keep your top burner pans of the range clean with proper cleaner to eliminate grease build up. When they become spotted with grease or food, us a scouring pad to remove all burned on residue. We recommend wrapping the drip pans in aluminum foil to ensure cleanliness. When it becomes necessary to clean the oven, us a good oven cleaner and use according to directions. Each unit is provided new drip pans on stove prior to move-in. Tenants are required to replace at move out. The refrigerator can be kept clean with a proper kitchen cleaner. The inside can be kept smelling fresh with baking soda.

DO NOT overload your dishwasher and load it correctly. If your dishes aren't getting clean this is the primary reason why. Your dishwasher may leave a white film on your glassware because of the city hard water. Unfortunately there isn't anything we can do to prevent this from happening. We recommend washing all glassware by hand.

## HEATING/AIR CONDITIONING

If any questions arise concerning the heating or air conditioning, please contact maintenance. The heat setting should not be set lower than 58 degrees. If you'll be leaving the apartment for an extended period, you should be sure to check your windows to ensure their properly shut, and make sure your heat is set – don't ever turn off your heat.

An air conditioner will not immediately cool down an apartment. You must plan ahead on warmer days and start your air conditioning accordingly. A fan will help disperse the cool air throughout the apartment. The air conditioner will run more efficiently on the high setting. Residents may not install their own air conditioners in their apartment unless they receive written permission form management to do so.

## **CARPET**

Costly to replace. Please note any carpet stains on move in inspection form. Please make sure food, drink, and bleach products are properly controlled so no damage can occur. Usually, carpeting will need to be replaced when a mishap involving one of these occurs. Carpeting shall remain in good condition if it receives reasonable care and attention. Vacuum regularly to remove loose dirt. Make sure the carpeting is vacuumed thoroughly and around edges. The best way to do this is with the vacuum hose.

## **FLOOR/CERAMIC TILE, WOOD LAMINATE**

Please use good care and judgement as to not drop heavy items on ceramic tile or drag furniture across any vinyl flooring causing scratches, etc...it is also be very costly to replace. **Apartments with vinyl wood flooring are required to have felt tabs underneath all heavy furniture pieces including bed frames as to not scratch wood floors.** Clean the floor regularly using a general purpose cleaner and rinse thoroughly to ensure that no dulling film is left. Sweep or vacuum regularly to remove any loose dirt. Make sure that the corners and edges are thoroughly cleaned. The best way to do this is on your hands and knees. There is an upcharge at move out if the ceramic tile floor is not scrubbed to our standards.

## **CABINETS**

All cabinets should be kept free of moisture. Periodically, the resident should inspect underneath their sink to ensure the drain pipe isn't leaking. Any types of leaks should be reported promptly to maintenance. Contact paper is not allowed in any cabinets. These papers contained adhesive that leaves a residue and is harmful to the finish.

## **WOODWORK**

All woodwork in unit shall be in decent condition. At NO point should any type of nail, staple, tack or stick adhesive be placed on woodwork. The wood work must stay free of any type of items that will mark or damage it.

## **PAINTING - Interior**

Residents are NOT permitted to paint the walls in their unit. Tenants will be charged accordingly for materials and labor because of candle burning and or smoking in the unit.

## **PETS**

No animals are allowed in the apartment complex at any time under any circumstances. The only exception would be a fish. Residents must inform their friends and relatives that the pet rule also applies when they visit the resident in the apartment. No one is allowed to bring animals onto the premises at any time. There will be a duct cleaning charge assessed to the apartment for any animal found on the property and the animal must be removed immediately.

If you feel a resident within your building has broken this rule please contact management right away and appropriate action will be taken. Resident(s) disregarding this policy will be in a lease violation and their security deposit may be forfeited. The cost for duct cleaning is \$300.

## **PEST CONTROL**

Please call maintenance if you have a specific problem. We ask your cooperation in not leaving any food open or dirty dishes lying around. This attracts insects and mice not to mention it "STINKS". Garbage should never be left outside your balcony/patio or hallways. It should be placed in a provided dumpster when leaving your unit. Failure to maintain clean and sanitary conditions, the landlord will charge you for the cost for removal of any garbage (\$50 a bag) and any extermination that is required.

## PLUMBING

Buy a plunger to keep in your apartment. Tenants are required to unclog their own toilet. **Nothing but toilet paper can be flushed down toilets.** Anything else causes major problems. Tenants will be charged for damage and a service charge to repair plumbing caused by tenant's misuse. The following items will result in chargeable damage if flushed or put down sink, tubs, and toilets. Feminine hygiene products (all kinds), personal wipes, condoms, diapers. Our rentals have smaller toilet pipes than a normal home therefore use your own discretion.

## WATER PROBLEMS:

Residents must be aware of the location of the shut-off valves for the water fixtures in their apartment in case of an emergency. The toilet's shut off valve is located behind the toilet near the floor. Close the valve if your toilet is overflowing. The sinks have cold and hot shut-off valves underneath them. Residents will be liable for water damage due to negligence. You should contact maintenance if you don't know where they are. **REMEMBER: IF THERE IS AN EMERGENCY, YOU SHOULD STOP THE WATER FLOW AND THEN CALL MAINTENANCE OR AFTER HOURS CALL OUR EMERGENCY NUMBER! Never turn off your heat in our rental units in the winter. The tenant will be charged for damage to broken pipes if it's a result in failure to maintain a reasonable degree of heat.**

## SHOWER CURTAINS:

All residents are required to have a proper shower curtain. It should hang inside the shower base or tub. Neglecting to properly use the shower curtain can cause a considerable amount of damage to the wall base and the floor. Any damage caused by the residents for not having a shower curtain OR for using a shower curtain improperly will be charged accordingly. Shower curtains should also receive periodic cleaning to avoid a mold and mildew build-up.

## SNOW PLOWING POLICY:

The landlord takes care of all snow plowing and lawn care. AFTER 1+ inches of accumulation (the snow has stopped or slightly flurrying) you're required to move your car during the start times posted on your building. **IF IT'S SIGNIFICANTLY SNOWING AT 2 PM THAT DAY, YOU WAIT UNTIL THE NEXT DAY TO MOVE YOUR CAR.** If you can't move your car, leave your keys with a roommate or friend to move it for you. This includes weekdays and weekends. Once an area has been cleared by the plow you may move your car to this area right away.

It will be very obvious which cars haven't moved. You are expected to move your car at the beginning of the plow times. If not, the owners of these vehicles will be ticketed \$50 for each occurrence if they didn't notify our office ahead of time. If you needed to get contact someone in our office call 608-782-4488 ext. 2003. We are not available on weekends.

If we're having problems with tenants not moving their cars, we will resort to towing vehicles at the owner's expense so the lot can be properly cleared. We don't want to resort to doing this. Tenants who leave for Christmas break for an extended period are required to move their car to the overflow lot on 11<sup>th</sup> & Main Street. Please call or e-mail if you're not sure where to move.

## STORAGE ROOMS – The Ave & Grove properties

Located in these buildings is one assigned storage room per unit. These are the list of items that are prohibited in them: LP gas cylinders for grills, dangerous or harmful chemicals, flammable or explosive items, firearms and ammunition, appliances, food, animals.

## TRASH REMOVAL

All tenants are responsible for placing their garbage in dumpster provided. No trash is permitted around dumpsters for any reason. Dumpster lids must be kept closed to be in accordance with city ordinance. Trash of any kind will not be stored anywhere on the premises. This includes your balcony, porch, or outside your door. Gerrard Corporation reserves the right to charge tenants if management removes it for you. Charge is \$50.00 per bag and will be billed to

the entire unit.

Some items that can't be placed in or around the dumpsters are: Bicycles, Cardboard boxes not broken down, Tires, Furniture of any kind, appliances, car parts, fans or heating units, ladders, mattresses, oversized items of any kind, computers or electronic equipment, microwaves.

If you observe any "strange" or late-night-hours dumping by what's probably a NON resident, please take their license number and contact the office. They cost us money! Let's each do our part to keep our community clean!

## RECYCLING

We strongly encourage our tenants to recycle. We do have recycling containers at each rental property which are for recyclables only. If trash is placed in container, the city will not pick it up!

## UTILITIES

Gerrard Corporation will put utility services into the new tenant(s) name(s) prior to your move in. This includes Gas/Electric and Water. Tenants are responsible for all utilities for the entire lease term. Charter Communications and CenturyLink are the two internet providers in the area. Tenants may choose who they want for services and can begin services as they wish. We do NOT allow any Satellite Dishes on our properties.

- Charter Communications: local contact Calvin @ 608-572 or toll free 1-888-232-3891
- Century Link: (608) 796-5000
- Other services that should be notified are: the U.S. Post Office (leave your forwarding address at usps.com), banks, insurance companies, magazine subscriptions, voter registration, doctors, employer, etc.)

## VACATIONS – Winter Break & Spring Break

It is advisable to notify our office if you're going to be gone for an extended period or traveling out of the country. Please notify our office where you can be reached in case of an emergency and length of time you'll be gone.

It is also advised not to leave your car in our parking lot for an extended period of time in case it snows or it will be towed. DO NOT turn off your thermostat in the winter or pipes will freeze.

## WINDOWS/BLINDS

These are your responsibility to monitor.

1. Most units already have pre-hung blinds in them. If your unit has been supplied with vertical or horizontal blinds we discourage the addition of any added window coverings. If blinds are provided on windows, it is Tenant's responsible to use them cautiously. All windows/blinds are to be cleaned by the Tenant prior to move-out. Any repair to windows or blinds from curtain rods will be charged to the unit at move out. Tenants agree to not place plastic on the windows in the apartment or house without consent of landlord.
2. If there is no bathroom fan, tenants are required to open the window to keep humidity levels low enough to prevent interior condensation. To prevent mold and damage to woodwork and trim, please wipe away any moisture accumulation from windows and run your fan all the times especially in the bathroom. Close the door and run the bathroom vent fan during and for 15 minutes after showering. Also, DO NOT place your bed/mattress directly underneath your window.
3. All occupants must clean all windows and clean all blinds furnished in apartment at move out.
4. Residents in apartments that have blinds are not allowed to replace them with any other type of window covering

(i.e., shades, beach towels, flags, sheets, blankets, etc.).

5. All windows must be kept clean and free of obstructions such as signs, poster, beer lights, neon lights or any articles of clothing.
6. No obstruction should be placed in the window that is detrimental to the apartment complex's image or interferes with the possible use of the window as an emergency escape route.
7. At no time may a resident use the window for entering/exiting the apartment unless it is an emergency. Using the windows as an entrance cause considerable damage to the window frames and to the screens.
8. Residents will be responsible for water damage in the apartment if the windows are left open during a rainfall. Windows should always be closed when a resident is out of the apartment. The windows must stay shut during cold and windy days to alleviate problems.
9. Residents will be responsible for replacement at their own expense of any broken window glass in their apartment/bedroom during their tenancy.

## SCREENS

These are your responsibility to monitor. **Under no circumstances should the screen be removed.** Also, please report any damaged screens within 7 days of occupancy. Each window shall be equipped with a minimum of (1) screen. Care must be exercised when dealing with screens. The screens may NOT be removed. They must stay in the window at ALL times. Replacement screens are costly and bend easily. If your screen is bent or removed, you will be billed for the damaged or missing screen + labor.

## WALLS & CEILING

**NO NAILS.** You may use only poster putty or small tacks. Please limit the items you hang on each wall. All occupants will be charged to repair nail holes and any drywall repair + labor during the final inspection if it wasn't noted on the move in inspection form. Do not attempt to fill them or make repairs yourself. Residents will be charged for repairing nail holes and cost of labor to repair them during final inspection of apartment. If it wasn't noted on the initial move in form it will be assumed it was done during your tenancy and will be deducted from the entire security deposit.

1. Tenants will not hang flat screen televisions or dart boards. It must be on a TV stand of some kind or dresser. Tenants will be charged for any drywall damage and for repairing holes.
2. Residents are not allowed to use any type of plaster or lint compound, or attempt to repair any type of nail holes, dents, or other damage to the wall or ceiling. All holes should be left as they are in the apartment.
3. No attempts should be made by the resident to paint or they will be billed for returning the walls to their original condition or color.
4. **Stick-on wall hangers (command strips) are no longer to be used. They have cause unnecessary drywall damage to walls and woodwork.**
5. No plant hangers are allowed.

## ITEMS STRICTLY PROHIBITED ON OUR PROPERTY

1. Firearms, fireworks, and dangerous weapons because of potential danger to other tenants. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nun chucks, switchblades, non-culinary knives with blade lengths over 6 inches, including machetes and swords; explosives and dangerous chemicals.

2. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
3. Drugs and drug paraphernalia because they are associated with the use of illegal substances. This includes, but is not limited to bongs, hash pipes, blow tubes and water pipes. If prohibited items are observed in a unit, the items will be confiscated and disciplinary action may be initiated.
4. Darts & Dart boards
5. Pets

## CLEANING & DAMAGE CHARGES

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**LIABILITY:** Any problems or accidents should be reported to management. Residents are jointly responsible for any damage in the apartment, unless the responsible party is clearly and promptly reported to management.

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**CLEANING** - Tenants are required to DEEP CLEAN their unit and remove all personal property at move out. A deep cleaning checklist is provided to tenants a month prior to move out. Tenants are required to properly dispose of garbage, food, refrigerator contents, toilet articles, etc. in dumpster outside. Tenants with large items (e.g., sofas, bikes) may not be left anywhere on or about the premises. An extra dumpster will be provided in May on State and Main, & Grove St. Properties in May. You're required to return the apartment empty and in clean condition.

Cleaning is NOT considered normal wear and tear under any circumstances whatsoever. If the apt is not cleaned, has trash, or abandoned items, appropriate charges will be deducted from your security deposit. We charge tenants only what we're charged. We DO NOT charge for regular carpet cleaning however if carpets are considerably more damage or soiled then there is an upcharge. The same applies for painting and tile floor scrubbing. These charges are based on square footage, labor/materials. **If we hire someone to clean, labor is \$35/hr. (much more than if you had taken the time to properly clean the unit in the first place). Additional tile scrub cleaning is an additional charge and is based on square footage of the apartment.**

**DAMAGES** - A move in inspection form for damages is provided when you picked up your keys. It is required to turn this in to us within 7 days of tenancy. If a form wasn't returned, we'll assume any damage (**beyond normal wear and tear**) happened during your tenancy.

If an inspection form was completed, we'll compare it to any damages we may find. If something wasn't noted, the entire unit will be charged. **We do not charge for normal wear and tear or for basic carpet shampooing.** There may be an upcharge if carpeting that is severely stained in areas not noted on move in form. There may also be an upcharge for tile floor and grout not scrubbed to our standards.

*Tenants/Sublessors that moved in "as is" on 5/21 or before did NOT complete a move in inspection and are responsible for the apartment condition and liability at initial move in. If damage is found and not reported on the original tenants move in form, they will be charged accordingly.*

Tenants may be charged for labor and materials. If we replace anything in the apartment, such as light bulbs, drip pans, broken blinds and window screens, locks, keys, door jams, broken smoke detectors, carbon monoxide detectors, towel bars, fire extinguishers, broken faucet handles, broken or cracked ceramic tiles, floor tiles, countertops, appliances, broken crisper drawers or shelves, etc..... this charge will be your cost. DO NOT DAMAGE PROPERTY AND RESPECT IT AS IF IT WAS YOUR OWN.

You will be charged for damaged drywall repair, major nail holes and painting due to tenant neglect, smoking in unit and damage caused by candle burning. **Personal belongings left in the unit will be thrown away. We don't store anything that's been left behind, so please make sure to check all closets, refrigerator, and all cupboards before you vacate. You must also remove your bike from the bike racks.**

# HAVING A PARTY?

Partying, or should we say a “Social Gathering” is not an automatic right. Think twice! You may create more problems than it’s worth!

Many of you are renting for your first time. Those good friends or your neighbors you have may come to visit your apartment and want to “party,” but remember that YOU are responsible for any damage and YOU must face the consequences when things go wrong. Please be responsible.

Social Gatherings are okay if they are within the limits of the law. Remember your responsibilities as a neighbor. Your neighbors are all around you, and they very well may be fed up with you and the problems you and your guests create. Keep your noise at a minimum at ALL times to avoid problems. Show respect for your neighbors, your manager, and your apartment. In the event **tenants violate this provision, they apartment will be fined by the landlord \$100 each occurrence.**

Ignorance of the law is no defense.

1. Wisconsin State Law says you must be 21 years of age to drink intoxicating beverages. Every time you violate this law you may be facing a mandatory court appearance, substantial fines, and possible jail time.
2. Selling alcohol beverages in the State of Wisconsin requires that you obtain a proper license. Asking donations is still selling without a license.
3. Do not advertise a social gathering, you may invite the police.
4. Do not let your “Social Gathering” get too loud. You may be in violation with city ordinances.
5. If the police are called in, persons responsible for the “social gathering” may be charged, even if not present. This may include a mandatory court appearance, besides having the incident go on your rental history.
6. If you leave the “Social Gathering” and are drinking on the streets, you may be arrested.
7. If you let a person leave your place who has been drinking, you may be sued if they are killed or injured.
8. You will be responsible for any litter or vandalism your “Social Gathering” creates.
9. Do NOT drink and drive. Thousands of lives are lost each year due to drunk drivers. You, your friends, and other persons you care for may die or be injured because of your actions, or the actions of someone else.

**NO TAP ALCOHOLIC BEVERAGE POLICY** No tap alcohol containers of any kind or size are allowed on any part of the premises. **In the event that tenants violate this provision, the apartment will be charged \$100.**

# Gerrard Corporation Resident Agreement Form 2017-2018

Being approved as a new resident(s) with Gerrard Corporation, and assigned to address

\_\_\_\_\_ La Crosse, WI/River Falls, WI, (we) have reviewed the Resident Handbook and agree to abide by the rules, policies and procedures, and addendums clarified in the Handbook and agree that this document becomes a part of the lease.

Printed Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Witnessed by Management:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_