



GO ALL IN

## Copper Beech Commons Lease Agreement

Lease Agreement between:

Name: \_\_\_\_\_, Tenant. Date: \_\_\_\_\_

Permanent Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Permission for CBC to Text: Yes No

Email: \_\_\_\_\_ (Preferred email)

and, Copper Beech Commons, Landlord, Apartment #: \_\_\_\_\_ Bedroom: \_\_\_\_\_  
Copper Beech Commons, 300 University Avenue, Syracuse, NY 13210.

### Terms and Conditions

This Lease Agreement ("Lease") is a binding agreement between the Tenant and Copper Beech Commons. By signing this Lease, the Tenant agrees to abide by the terms and conditions of this Lease and by all the rules and regulations set forth within the Copper Beech Commons Rules and Regulations. This Lease holds you (the Tenant) personally responsible for the obligations contained herein. Tenants residing at Copper Beech Commons are expected to conduct themselves in a manner appropriate to our apartment community living environment.

### I. Lease Term

Starting Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

The Lease Term shall commence \_\_\_\_\_ (Starting Date) at 2:00pm and shall end at 12:00pm on \_\_\_\_\_ (Ending Date). This Lease is a binding agreement and Tenant is liable under the terms of this Lease for the full Lease Term. Tenant will not be released from liability under this Lease due to school withdrawal, suspension, expulsion or transfer, business transfer, loss of job, marriage, divorce, loss of co-tenant, bad health, or for any other reason, except for involuntary military service. Tenant may not occupy the Apartment until the Lease and any required Guaranty or other documents have been completely executed and delivered to Landlord. If Landlord determines, in its sole discretion, that the Apartment is not ready for occupancy by Tenant on the Starting Date of the Lease Term, Tenant shall be excused from paying Rent under the Lease for that period of time from the Starting Date of the Lease Term until the Apartment is ready for Tenant's occupancy. If the Apartment cannot be occupied by Tenant, Landlord will have the right to terminate this Lease or to provide Tenant other accommodations within or outside of Copper Beech Commons in which event this Lease shall continue with respect to such other accommodations until the Apartment is ready for occupancy. Under no

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circumstances will Landlord be liable to Tenant for any damages, of any kind, caused by or related to the failure of the Apartment to be ready for occupancy on the Starting Date of the Lease Term or at any time thereafter.

## II. Rent

The Rent due for the entire Lease Term is \$ \_\_\_\_\_. Rent shall also include any other charges identified in this Lease as "Rent" or "Additional Rent". Rent and Additional Rent is payable in one of the following payment options:

### Payment Plan Options- Please check one:

- \_\_\_\_\_ Option #1      \_\_\_\_\_ Equal payments of \$ \_\_\_\_\_ due the 1<sup>st</sup> day of each month.
- \_\_\_\_\_ Option #2      2 Equal payments of \$ \_\_\_\_\_ payable on or before September 15, 2019 and on or before February 1, 2020.
- \_\_\_\_\_ Option #3      One full payments of \$ \_\_\_\_\_ payable on or before key receipt.

**Rent and all other fees are to be paid online via the tenant portal or via cash or check to the Property Manager between the hours of 9am-5pm, Monday thru Friday.** There is a 2% convenience fee for credit card payments.

**A Parental or sponsor guaranty is required with every lease; the Guaranty Form must be signed and notarized. If a guaranty is not available, tenant must pay the last two months' rent at move-in.**

If Rent is not paid in accordance with the terms set forth above, Landlord will commence with the removal of the Tenant.

Rent is due on the specified dates in the amounts shown above. Any Rent received more than five (5) days after the due date shown above (the 1<sup>st</sup> of every month for the monthly option) is subject to a Fifty Dollar (\$50.00) late fee which shall be due as Additional Rent. In addition, beginning with the sixth day after the due date of a rent payment, you will be charged an additional charge of \$5.00 per day until payment is received in full. Tenant's right of possession and all of Landlord's obligations are expressly contingent on prompt payment of Rent and use of the Premises by Tenant is granted only on the condition that Rent is paid on time. If Tenant fails to pay Rent or Additional Rent due under this Lease, Landlord will give Tenant a three (3) day notice to pay or vacate Premises (excluding weekends and holidays). Should Tenant fail to pay in full, Landlord will refer the matter to an attorney to proceed with eviction. Landlord will not accept partial payment of Rent or Additional Rent. Should Tenant elect to vacate the Apartment, Tenant continues to remain liable for all Rent and charges due through the balance of the Lease Term. Tenant is responsible to pay all court costs and attorney's fees in an eviction suit, or for any other legal action commenced by Landlord for the enforcement of the terms and conditions of this Lease. Owed rent will be sent to Collections and a 30% Collections Fee will be assessed.

Payments shall be applied first to any unsatisfied charges, late fees, repairs, or other fees owed by Tenant, and then to Additional Rent that is owed, then to Rent. Rent payments will be applied to the earliest date owing.

This Lease does not automatically renew upon expiration of the Lease Term designated. In order for Current Tenants to remain in their current room, they must contact the Management office and submit a Lease renewal form. Apartments are filled on a first come basis. Current Tenants must reserve early or risk losing their current room assignment. Landlord may accept or deny any such renewal request at its sole discretion.

## III. Service Fee

Tenant shall pay a \$450 non-refundable service fee which includes application, administrative fees, maintenance fees and other rental fees.

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#### **IV. Leased Premises**

This Lease entitles Tenant to exclusively occupy one furnished bedroom (referred to herein as your “Bedroom” or “Room”) in an apartment within the residential apartments known as Copper Beech Commons, located in the City of Syracuse, County of Onondaga and State of New York. Tenant has the joint right to use the common areas of the apartment, which are composed of those areas within the apartment to which Tenant has access without going into another Bedroom, including the bathroom, living room, and kitchen within the apartment (the “Common Areas”). Tenant’s Bedroom, the other Bedrooms in the apartment and the Common Areas are referred to collectively in this Lease as the “Apartment”.

All Copper Beech Commons’ Amenities: Shuttle bus, fitness center, movie theater, grills, yoga studio, basketball and volleyball courts, etc. are for the use of all tenants and should be respected and shared. Copper Beech Commons has the right to discontinue an amenity at any time and/or amenities may be taken out of service for repair or upgrade. Amenities are an asset to living at CBC and no refunds or rent adjustments will be made if an amenity is disrupted or discontinued.

#### **V. Eligibility**

Only applicants who have completed a Copper Beech Commons Application; have passed the screening process; have read and acknowledged the Copper Beech Commons Rules and Regulations; have read and acknowledged the Copper Beech Commons Lease; and have been accepted and assigned to a Room, are permitted to reside at Copper Beech Commons.

#### **VI. Room Assignments**

All Tenants must reside in their assigned Bedrooms and are prohibited from switching Bedrooms or permitting any part of the Room to be shared by persons not assigned by Landlord. If a roommate conflict arises, tenant should see management immediately. Landlord reserves the right, upon proper notification, to assign a new occupant to fill a vacancy, to make changes in Room assignments, and to reassign, relocate, or remove a Tenant from the Copper Beech Commons Premises.

#### **VII. Arrival Procedures**

Tenants may not occupy or deliver items to their Apartments prior to the official lease start date. Requests to allow the early arrival of specific Tenants must be made via email to the Landlord. Upon arrival, ALL Tenants must report to the Management Office, where keys and further instructions will be issued.

#### **VIII. Departure**

When leaving the Apartment or changing Rooms at any time of the year, all Tenants must complete the following procedures in order for their Room to be considered vacated:

- Remove all personal belongings
- Remove all refuse and discarded material and leave the Bedroom and Apartment as clean as it was upon move-in
- Return all issued key fobs, bedroom and mailbox keys and complete appropriate forms
- Tenants should forward mail with the USPS, CBC is not responsible for mail after move-out

#### **IX. Medical/Accessible Housing Needs**

A Tenant in need of specialized housing due to a physical disability must provide current documentation from a licensed physician which confirms the disability and recommends specialized housing. Landlord will make every effort to accommodate such requests, as space allows.

#### **X. Responsibility for Room use**

Each Tenant should notify landlord of any apartment damages within forty-eight (48) hours of occupying any Room, either on original assignment or following a Room change. Damages will be repaired or noted so that tenant is not held responsible. Tenant assumes full responsibility for the Apartment furnishings and agrees to return them in the same condition at the Ending Date as they were upon the Starting Date, subject to normal usage and reasonable wear and tear.

Where two or more Tenants occupy the same Apartment and where determination of specific responsibility for the damages or losses has not occurred, an assessment will be made against both or all Tenants equally. Charges will reflect actual cost as determined by Landlord. A list of items most commonly billed and the cost is available upon request.

**Landlord understands and respects a Tenant's right to privacy. However, when safety, repair, or emergency maintenance issues arise, Landlord reserves the right to enter and inspect any Apartment and make repairs where necessary without notice.** Landlord reserves the right to enter and/or inspect any Apartment at all times without notice when a Tenant is suspected of a violation of the Copper Beech Commons Rules and Regulations.

- (i) **Assessment of charges for Room/Apartment damages or losses.** Tenant is responsible for damage or loss and will be billed by Landlord. An attempt will be made to identify Tenants responsible for loss or damages. Failure to identify responsible Tenants will result in an equal assessment to all Tenants.
- (ii) **Furniture Removal.** Furniture must be left in the Apartments to which it has been assigned. Furniture can be re-arranged, but should be put back to its original place at move-out.
- (iii) **Lost or Stolen Keys/Keycards.** If a key is lost or stolen, Tenant must notify the Management Office. Tenant will be billed for the cost of re-keying the door in an amount to be determined by Property Management and for replacement room keys in the amount of twenty-five dollars (\$25.00) per keycard or key. The cost to replace the mailbox key is twenty-five dollars (\$25.00). If a new lock set should be required, the fee is two hundred dollars (\$200.00). Keys returned at check-out that are not the same keys issued at move-in will also necessitate the re-keying of the door with assessment of charges to the Tenant responsible. All keys remain the property of Landlord. Duplication is strictly prohibited. Each tenant will be given two lockout entries per semester, those beyond will be assessed a fee of fifteen-dollars (\$15.00) each.

#### **XI. Maintenance and condition of facilities**

All Tenants have a responsibility to help in maintaining the cleanliness of Apartments and will be expected to clean up after themselves in Apartments and Bedrooms as well as in Common Areas. Regular maintenance and/or painting by Landlord's personnel and/or contractors may be scheduled in Rooms, Apartments and Common Areas while facilities are occupied. When possible, advance notice will be given.

- (i) **Inspections.** Landlord reserves the right to inspect Apartments and Rooms for safety, sanitary, security and maintenance purposes. In all cases where the health, safety or welfare of a person may be in danger or in cases where Landlord's property is jeopardized, the Landlord and/or staff may enter an Apartment or Room immediately and without notice. Announced inspections will occur at least twice annually. Procedures will be communicated in advance. In addition, the Landlord reserves the right to search without consent, search incidental to arrest, and to search by warrant.
- (ii) **Repair Work.** Repair work in Apartments will be scheduled in advance with Tenants. Advance notice will be given, except in the case of emergency repairs.
- (iii) **Room and Apartment Painting.** Apartments are painted on a regularly scheduled basis. Tenants are prohibited from painting Apartments and Rooms. The Landlord reserves the right to authorize painting of Apartments, while occupied and/or partially occupied, as deemed appropriate.

## **XII. Personal Property Losses and Claims**

Landlord is not responsible for lost, damaged and stolen personal property of Tenants. The Tenant holds Landlord harmless against all such loss. Tenants have the responsibility of keeping their rooms (including windows) locked at all times. Landlord recommends all Tenants to invest in adequate personal renter's insurance.

## **XIII. Utilities**

Landlord will furnish the following utilities (through independent third party providers) if checked (X): X cable TV, X electricity, X gas, X water, X sewer, X garbage removal, X internet. If Landlord detects or suspects Tenant's abuse or waste of any utilities paid by Landlord, or if there is an increase in a utility's rate, Landlord has the right to notify Tenant of an increase in the Base Rent and after the date of such notice, Tenant is required to pay the higher charge. All utilities may be used only for normal household purposes and must not be wasted. Tenant must comply with all rules and regulations of the cable and internet service providers. Landlord will not be liable for any interruptions, surge or failure of utility services in the Apartment or any damages directly or indirectly caused by the interruption or discontinued use as a result of Tenant's violation of any of the rules or regulations of the cable and /or internet service providers.

## **XIV. Fire Safety**

All residents must evacuate the building when a fire alarm sounds. Failure to cooperate or to evacuate during a fire alarm; causing of a false alarm; inappropriate behavior which results in the activation of a fire alarm system; tampering with, damaging or removing fire hoses, extinguishers, exit lights, sprinklers, heat/smoke sensors, extinguisher boxes or alarm covers, or any other fire safety apparatus is strictly prohibited and may result in eviction. If you set off the fire alarm in your apartment due to cooking please close bedroom doors, open living room windows, keep main door shut and call the office at 315-565-7555 to state cause of alarm.

**The leased premises are serviced by a maintained and operative sprinkler system that is maintained and inspected quarterly (September/December/March/June).**

## **XV. Assignment and Subletting**

The Tenant shall not have the right at any time or times to sublet any part or parts or the whole of the Apartment without the prior written consent of the Landlord. The Tenant shall not have the right to assign, transfer or otherwise dispose of this Lease or any interest therein, or to suffer or permit the use or the occupancy by any other person of the whole or any parts of the Apartment at any time during the Lease Term without the Landlord's prior written consent. If a tenant chooses to sublet a Sublet Agreement must be completed and signed by all three parties and there is a \$250 subletting fee.

## **XVI. Refunds and Adjustments**

After a Tenant has signed a Lease, no adjustment is available for the balance of that Lease Term, unless the Tenant receives written approval from Landlord. Any request for early Lease termination must include third party documentation sufficient to substantiate reasons for early termination. Approval of withdrawal is subject to Landlord's review and sole discretion. Landlord will try to work with the Tenant under the circumstance and to sub-lease the Apartment or make other arrangements as necessary. In approved cases, Room charge adjustments are prorated on a weekly basis- the week beginning on Sunday and ending on Saturday. Tenants who are approved for early withdrawal must check out appropriately, otherwise charges shall continue to accrue. Withdrawal at any time due to active military service or circumstances beyond the control of the Tenant may result in a pro-rated refund. Sufficiency of such reasons is at the sole discretion of the Landlord. \*Rate is guaranteed to be lowest rate offered by CBC for rental dates signed. If rates are lowered your rate will be altered.

## **XVII. Release from Lease**

**Failure to check into an Apartment, reside in the assigned Bedroom, or pay Room charges does not release a Tenant from the obligations of this Lease. Except for Tenants who are released from the Lease (in writing), Tenants who fail to move into their assigned Room will be billed in full, in accordance with the Lease for which they have agreed to.**

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Tenants who have occupied a Room and then move out prior to the Lease Term End Date without being officially released from this Lease (in writing) will be billed in full in accordance with the Lease for which they have agreed to.

A Tenant's occupancy is terminated only after the inspection and departure procedures are completed. These include Landlord inspection of the Room and the removal of all belongings from the Room and Apartment. The Tenant must return all keys to their Bedroom, Apartment, and Mailbox.

#### **XVIII. Termination of Lease by Landlord**

If Tenant fails to pay Rent or Additional Rent on time, Landlord may terminate this Lease. In addition, Landlord may terminate any Tenant's Lease at any time at the discretion of Landlord for reasons of health, safety, security, conduct and/or damages, excessive filth, or for the failure to comply with the Copper Beech Commons Rules and Regulations or the terms and conditions of this Lease.

**Without duty to provide any specific services, Landlord reserves the right to take necessary and appropriate action to protect the safety and well-being of the community. This includes the right to terminate this Lease should a Tenant fail to maintain the Apartment in good order or violate any of the terms hereof.**

If this Lease is terminated due to Tenant's default and breach of the terms and conditions of this Lease, or upon termination of the Tenant's right to possession without termination of this Lease, or in any other manner whatsoever, the Tenant shall at once surrender possession of the Premises to the Landlord and immediately vacate the same and remove all effects therefrom, except such as may not be removed under other provisions of this Lease. If Tenant fails to do so, Landlord may forthwith re-enter the Premises, with or without process of law, and repossess itself thereof as in its former estate and expel and remove Tenant and any other persons and property therefrom using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry, without waiving Landlord's rights to rent or other rights given Landlord under this Lease or at law or in equity.

If the Tenant does not remove all effects from the Premises as in this Lease provided, Landlord, at its option, may remove any or all of said effects in any manner that Landlord shall choose and store same without liability for loss thereof, and Tenant will pay the Landlord, on demand, any and all expenses incurred in such removal and storage of said effects for any length of time during which the same shall be in possession of Landlord or in storage, or Landlord may at its option, without notice, sell any or all of said effects in such manner and for such price as the Landlord may deem best and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to the Landlord, including the expenses of removal and sale.

**In the event this Lease is terminated for any of the reasons set forth above in this Section XVII, Landlord may collect from Tenant any and all Rent and Additional Rent that is due from the Tenant for the balance of the remaining Lease Term, as well as any other loss or damage Landlord may sustain by reason of any breach and any diminished value of said Premises resulting from said breach, including reasonable attorney's fees, disbursements and, if applicable, court costs.**

#### **XIX. Miscellaneous**

- (i) A decision by Landlord to not enforce any rule or regulation or terminate any Tenant's occupancy shall not act as a waiver of Landlord's right to enforce such rule and regulation in the future. No Tenant shall have the right to enforce these rules and regulations against another Tenant.
- (ii) If an opening occurs in an Apartment, the remaining Tenants within that Apartment will

be expected to accommodate another roommate. Tenants are expected to welcome new roommates in hospitable manner. Tenants who have an empty bed in their Apartment are expected to maintain the space in such a manner as to allow another Tenant to move in immediately. Tenants may not expand to fill all space in an Apartment making it inhospitable to another Tenant.

- (iii) Landlord reserves the right to inspect Rooms, Apartments and contents by its authorized personnel at any time for the purpose of administering the provisions of this Lease. Tenants should be aware that they are responsible for what occurs in their Bedrooms and Apartments whether or not they are present and such knowledge shall be imputed to them.
- (iv) The Copper Beech Commons Rules and Regulations are subject to change by Landlord in its discretion by posting such in the building or by providing Tenant with written notice.
- (v) This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of New York. Tenant further agrees that for purposes of litigation arising between the parties hereto, that the venue for any action shall be laid in Onondaga County, State of New York.

#### **XX. Notices**

Any notice or communication which Landlord may desire or be required to give Tenant shall be deemed sufficiently given or rendered if sent by regular mail, Email, or by personal delivery or by posting such notice on the front door of the Apartment. Notices from the Tenant to the Landlord should be in writing and delivered to the Management Office.

#### **XXI. Entire Agreement**

It is understood and agreed that this Lease (which includes the Copper Beech Commons Rules and Regulations) contains the entire agreement between Tenant and Landlord and is intended as a final expression and complete statement of the terms and conditions thereof. No oral statements nor prior written matter extrinsic to this Lease, including any information on a website or printed literature, is a part of this Lease or shall have any force or effect. Landlord's representatives (including management and leasing personnel, employees and other agents) do not have authority to waive, amend or terminate this Lease or any part of it and have no authority to make promises, representations or agreements which impose duties or other obligations on Landlord unless done in writing and signed by Landlord.

**The undersigned agrees to the following terms and conditions:**

Only Tenants assigned to a given Room may reside in that Room. This Lease is not assignable by the Tenant without Landlord approval. Landlord may assign this Lease without notice to the Tenant. Tenant may not sublet the Apartment without the Landlord's prior written consent.

The signors of this Lease agree that he/she will abide by all of the terms and conditions of this Lease and the policies and regulations as they appear in the Copper Beech Commons Rules and Regulations attached hereto and which shall be fully incorporated herein by reference. The signor also confirms the following:

- a) I have completed an Application;
- b) I understand that by signing this Lease, I am committed to occupancy in Copper Beech Commons for the period specified within this Lease and to pay specified rent;
- c) I agree to the terms and conditions of this Lease;
- d) Authorization is hereby granted to Landlord to obtain a criminal background check through a reputable agency chosen by the Landlord;
- e) Authorization is hereby granted to Landlord to obtain a consumer credit report through a credit reporting agency chosen by Landlord. I understand and agree that Landlord intends to use the consumer credit report for the purpose of evaluating my financial readiness to lease an Apartment.

**TENANT:**

**Printed Name:**\_\_\_\_\_ **Signature:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**LANDLORD:**

**Copper Beech Commons**

**Signature:**\_\_\_\_\_ **Title:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**GUARANTOR:**

\_\_\_\_\_ **Tenant will supply a signed and notarized Guarantor Form**

\_\_\_\_\_ **Tenant will pay last two month's rent at move-in**

**PARKING REQUEST:**

\_\_\_\_\_ **Main Lot (\$650/year)**      \_\_\_\_\_ **North Lot (\$450/year)**

*TENANT*\_\_\_\_\_ *LANDLORD*\_\_\_\_\_

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## Copper Beech Commons Rules and Regulations

### RESPECT FOR OTHER RESIDENTS AND DISRUPTIVE BEHAVIOR

Residents are expected to maintain respect for residents, guests and employees of Copper Beech Commons as stated in the Lease and in these Rules and Regulations. Bias-related acts which intentionally degrade any category of resident based on sex, race, national origin, sexual orientation, disability, or faith are unacceptable. Disruptive or violent behavior including, without limitation, physical assault, abuse, harassment, threats, excessive noise, public intoxication, and boisterousness are strictly prohibited. Further, any acts which compromise the peace, comfort and safety of other residents is prohibited. Anyone committing these acts will be subject to removal from Copper Beech Commons.

### FIRE SAFETY

All residents must evacuate the building when a fire alarm sounds. Failure to cooperate or to evacuate during a fire alarm; causing of a false alarm; inappropriate behavior which results in the activation of a fire alarm system; tampering with, damaging or removing fire hoses, extinguishers, exit lights, sprinklers, heat/smoke sensors, extinguisher boxes or alarm covers, or any other fire safety apparatus is strictly prohibited and may result in eviction. If you set off the fire alarm in your apartment due to cooking please close bedroom doors, open living room windows, keep main door shut and call the office at 315-565-7555 to state cause of alarm.

### FLAMMABLE FURNISHINGS AND DECORATIONS

Furniture, decorations, and other items that increase the flammability of the residents' rooms and apartments may be prohibited at the discretion of Property Management.

### GENERAL FIRE INFORMATION

- Covering or removal of Smoke Detectors is strictly prohibited and a violation of the City Fire Code. The first violation will result in a \$200 fine, a second violation will result in eviction. Tampering with any fire safety equipment (i.e. exit signs, safety lights, fire extinguishers, and sprinkler heads) is prohibited.
- No open flames or incendiary devices such as hookahs, pipes, candles, sternos, incense, and kerosene lamps are permitted in any part of Copper Beech Commons. This includes all propane and charcoal grills. Any grills found will be removed from the property for safety purposes.
- The storage or use of flammable liquids and substances, such as gasoline, kerosene, charcoal lighter fluid, etc. is strictly prohibited. Open-element or liquid-fueled (kerosene, propane, gas) space heaters are prohibited.
- Light bulbs shall not exceed 100 watts. Halogen lamps are prohibited.
- Personal property shall not be kept in hallways/stairwells or placed in any manner where they may create an obstacle to an exit route.

- The use of multiple plugs off a single outlet is prohibited. If additional plugs are required, please use multiple plug fuse strips with surge protectors. Extension cords must be UL approved and should be checked regularly for defects.
- Only artificial trees and garlands may be used in the residents' rooms or apartment.
- Small UL approved outdoor/indoor lights may be used.

#### **SMOKING POLICY**

Copper Beech Commons is classified as a smoke-free living community; **smoking is strictly prohibited inside the buildings.** Smoking is prohibited 20 feet from buildings; smoking is not permitted near entryways. Smoking inside the building will result first in a \$100 fine, second in a \$250 fine, third offense \$300 fine and possible eviction.

#### **ILLEGAL ACTIVITIES**

Copper Beech Commons strictly prohibits the violation of any federal, state or local law. It is understood that all violations of the Rules and Regulations will be reported to the appropriate authorities. The use, possession, or distribution of controlled substances is strictly prohibited on the premises. Violation of this policy will result in possible eviction. The possession or use of firecrackers, explosives, dangerous chemicals, flammable liquids, charcoal lighter fluid, items which constitute a fire hazard, firearms or other weapons, ammunition, knives, chukka sticks and other dangerous objects or chemicals (as defined by law) is prohibited and are not to be stored or used in or around Copper Beech Commons including the use and storage of helium and propane tanks. Internal combustion engines are prohibited within the buildings. Setting fires is strictly prohibited.

#### **ALCOHOL**

The possession and consumption of alcoholic beverages on the Copper Beech Commons property is governed by the appropriate state and city laws. Kegs are strictly prohibited. Residents are expected to abide by all state laws governing the use of alcohol.

#### **FURNISHINGS**

- Each resident's room is equipped with a full-sized bed, dresser, desk, and chair. Windows in each room are equipped with window shades. Residents will be charged the replacement cost for any missing or damaged furniture or shades.
- Waterbeds are prohibited.
- Residents shall make no alterations to the apartment/room or move, remove, disconnect or install any fixtures, furniture, equipment, or appliances situated therein without the written approval of the Property Manager.
- The walls may not be painted or papered.

#### **PROPER USE OF APPLIANCES**

Residents are expected to use appliances furnished in their apartment in the appropriate manner. The resident takes full responsibility for the appliances use and functioning during the course of their stay. Misuse, damage, and/or injury incurred by or caused by the resident are the sole responsibility of the resident. The resident will incur appropriate charges for maintenance and upkeep as a result of damage caused by misuse.

#### **HOUSEKEEPING**

Residents are expected to maintain a level of cleanliness in their room and apartment compatible with reasonable health and safety standards. Property Management reserves the right to establish those expectations for residents in order to insure reasonable compatibility with roommates, as well as health and safety.

#### **TRASH**

Trash should be stored in a proper trash/garbage receptacle in the apartment and taken to dumpsters in the parking lot on a regular basis to avoid smells and spoiled food odors. Common areas will be kept clear of trash and litter. Trash must be deposited in the trash room within an appropriate trash bag. Recycling procedures will be posted; each apartment will be provided a recycling container. Violators are subject to a \$25 fine for improper removal and disposal of trash. A notice will

be sent by email informing residents to remove garbage. If the garbage is not removed within 24 hours, the apartment will be fined \$25, and \$25 for every subsequent day the garbage is left.

### **GUESTS IN RESIDENT APARTMENTS**

A guest is a resident who is not on the apartment/room Lease. The resident is the host. The host shall always accompany the guest throughout the building. As the host, you are responsible for a guest and their conduct. Guests are subject to the same rules, regulations and expectations as their host, and the host has responsibility for informing the guest of the rules, regulations and expectations in advance. In addition to any disciplinary action taken against the host, Copper Beech Commons reserves the right to require the immediate departure of any guest where violations of these Rules and Regulations have occurred. Any damage caused by any guest shall be the responsibility of the resident host. Continued abuse of this policy may result in resident eviction.

#### **Occupancy Limits**

2 Bedroom- maximum occupancy of 10 people

3 Bedroom-maximum occupancy of 15 people

4 Bedroom- maximum occupancy of 20 people

The first infraction will be a warning.

The second infraction will be a \$50 fine per resident of the apartment.

The third infraction will result in eviction.

### **OVERNIGHT GUESTS**

Overnight guests may be housed, provided the guest is housed in an apartment/room. A guest shall not interfere with the rights of the other roommates, will not violate these Rules and Regulations, and will not exhibit disruptive behavior. If the guest exhibits disruptive behavior, they may be barred from Copper Beech Commons. Continued abuse of this policy may result in resident eviction.

### **ACCESS**

The outside doors to the Copper Beech Common's buildings are to be locked 24 hours a day. Unauthorized entry to or use of these doorways is not permitted. Propping open the exterior doors without proper authorization may result in action that may include the termination of your housing Lease.

### **LOCKOUTS**

During regular Management Office hours, any residents locked out shall report the lockout directly to the Management Office. If said lockout occurs after regular Management Office hours, please visit the Front Desk in the main building. The first two lockouts are free. Each additional lockout will be \$15 per occurrence.

### **ROOM CHANGES**

To complete a room change, the resident must stop by the Management Office and complete the required forms. Residents are subject to a \$100 fine if they switch rooms without written Property Manager approval.

### **SOLICITATION**

Solicitation and/or canvassing of any kind and sales by residents and others are prohibited within the complex without prior written consent. Solicitation in flyer form must be approved by Property Management before posting.

### **MOTORIZED VEHICLES AND BICYCLES**

Storage of any motorized vehicles (motorcycles, mopeds, etc.) inside buildings is prohibited. Bicycles must be kept in the bicycle storage area or outside, bicycles are not allowed in apartments. Any bicycle found in an apartment will be tagged and removed by Staff.

## **PETS**

Copper Beech is pet friendly. One dog or cat is allowed per apartment. Dogs are only allowed in first floor apartments. \$50/month charge for dog or cat and \$500 non-refundable pet deposit. Tenants must sign and abide by the Pet Policy. If pets are found in the apartment, a written warning will be issued, a \$100 fee will be assessed, if cleaning is deemed necessary appropriate fees will be assessed, and the pet must be removed immediately. If pets are found a second time, a \$250 fee will be assessed; appropriate cleaning charges will be assessed, and possible eviction from Copper Beech Commons.

## **PARKING**

Parking is provided on a first come, first served basis. Residents must register their vehicle with the property management office and display the appropriate Copper Beech Commons Permit. Payment is due prior to access being granted.

## **INTERNET USE POLICY**

You may not use the Internet Services in a manner prohibited by any federal, state or local law or regulation. Without limiting the foregoing, you may not use the Services for any abusive purpose or in any way that damages Copper Beech Common's property or interferes with or disrupts our network or adversely affects the other Copper Beech Commons subscribers. You may not attempt to circumvent user authentication or security of any host, network, network element or account (commonly referred to as hacking or cracking). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not attempt to interfere with Services to any user, host or network. You may not use any kind of program/script/command or send messages of any kind designed to interfere with any server or a user's terminal session, by any means, locally or via the internet. You may not use the Services to transmit or facilitate any unsolicited or unauthorized advertising, promotional materials, junk mail, unsolicited bulk e-mails and unsolicited commercial e-mail. You may not use the Services to mail fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as pyramid schemes, Ponzi schemes and chain letters. Any violation of this policy may result in the immediate suspension or termination of your service. You are solely responsible for all content that is transmitted from or to your account under these Services.

## **DISCLAIMER**

*Property Management may terminate any resident's Lease at any time at the discretion of Property Management for reasons of health, safety, security, conduct and/or damages, excessive filth, or for the failure to comply with these Rules and Regulations or the resident's Lease. A decision by Property Management to not enforce any rule or regulation or terminate any resident's occupancy shall not act as a waiver of Property Management's right to enforce such rule and regulation in the future. No resident shall have the right to enforce these Rules and Regulations against another resident. If an opening occurs in an apartment, the remaining residents within that apartment will be expected to accommodate another roommate from the Wait List. Residents are expected to welcome new roommates in a hospitable manner. Residents who have an empty bed in their apartment are expected to maintain the space in such a manner as to allow another resident to move in immediately. Residents may not expand to fill all space in an apartment making it inhospitable to another resident. Property Management reserves the right to inspect rooms, apartments and contents by its authorized personnel at any time for the purpose of administering the provisions of the Lease. Residents should be aware that they are responsible for what occurs in their apartments/rooms whether or not they are present and such knowledge shall be imputed to them. These Rules and Regulations are subject to change by Property Management in its discretion by posting such in the building or by providing resident with written notice.*