

RESIDENTIAL OCCUPANCY AGREEMENT

This agreement constitutes the enter agreement between **Major Services LLC**, the owner and _____ the resident whereby, in consideration of the residents timely payment of rent and faithful performance of the following agreement, the owner agrees to rent the resident the premises described as _____ in the City of _____, State of _____, and the resident agrees to rent said premises on a month-to-month /basis for no less than **12 (twelve) months** expiring on _____ under the following conditions:

1. **RENT:** The rent shall be **\$[INSERT AMOUNT]** per month payable in advance and due on the first day of each month. Owner does not send any monthly invoices or reminders to pay rent, it is the responsibility of the tenant to remember and pay on time. In the event that occupancy begins on any day other than the first of the month, the second month's rent shall be prorated to the first of the following month. Thereafter all rents shall be due on the first of the month. Rents can be paid online at www.majorservicesproperties.com using the online tenant portal. Paper checks are not accepted for rent payment.
2. **LATE FEES:** Rent is due on the 1st of each month. A Late Fee of \$40.00 will be assessed on the 5th day of each month and all late fees are considered rent.
3. **DISHONERED CHECK:** As a convenience to the resident the owner is willing to accept personal checks as payment of any obligation hereunder. However; in the event that any check tendered to the owner is dishonored by the bank, then all future rent payments will need to be made in Cashiers' Check or Money Order. In addition, there will be a \$35.00 service charge fee and personal checks will no longer be accepted.
4. **SECURITY DEPOSITS:** Prior to occupancy, the resident shall deposit with the owner the sum of _____ to secure faithful performance of this agreement which shall be refundable to the resident in accordance with the law when the premises have been vacated and left in satisfactory condition with no apparent damage and are left clean and neat with all trash removed provided the resident is not in breach of any of the provisions hereof and has specifically complied with the following:
 - a. *Notice of intention to vacate the residence setting out the exact date the premises will be returned to the owner shall have been delivered to the owner or manager at least thirty (30) days prior to said date. Notice must be given 30 days prior to the beginning of any monthly rental period as we DO NOT prorate out your last month of rent under any circumstances.*
 - b. *All obligations due hereunder have been paid in full*
 - c. *All keys to your residence, garage, storage closets, etc. must be returned to the owner or manager*

The resident hereby instructs the owner to charge to this security deposit expenses incurred for added cleanup, repairs, missing items or general damage or destruction to the residence. **TENANT IS RESPONSIBLE FOR HAVING THE CARPETS PROFESSIONALLY SHAMPOOED AT THE TENANTS EXPENSE PRIOR TO VACATING THE UNIT.** The resident understands and agrees that the security deposit does in no way limit his liability. The resident also expressly understands and agrees that this is a security deposit and MAY NOT under any circumstances be used by the resident for rent. The owner may at his election apply any unused portion of this security deposit to unpaid rent or other arrearages. Any refund due hereunder shall be mailed within thirty (30) days to the forwarding address furnished, in writing, to the owner or manager by the resident.

5. **USE OF PREMISES:** The premises shall be used solely as residence for _____ signed below only. The resident understands and agrees that should any other person occupy the premises, in whatever capacity, without the owner's written consent that will constitute a breach of this agreement. The resident understands that they are unable to have someone occupy their unit for longer than 5 days of any month. Also, if the tenant wishes to allow access to someone, to their unit, on a regular basis then the office requires that that guest must complete a background check and meet Major Services LLC's criteria. If the owner has reason to believe someone other than resident is occupying the premises, the owner may require proof of alternate residency to include: a lease complete with landlord's contact information or home mortgage in guest's name, and also a bill within a past month mailed to that address.

Initials: _____

6. **UTILITIES, SERVICES & APPLIANCES:** (X) constitutes Owner Paid & Tenant Paid Services & Utilities

	OWNER PAID/SUPPLIED	TENANT PAID/SUPPLIED
Gas		X
Electric		X
Trash Removal	X	
Hot Water	X	
Water	X	
Sewer	X	
Personal Lawn Care & Snow Removal (balconies, porches, stoops, decks, patios, etc.)		X
Property Lawn Care Maintenance		X
Snow Removal & Salt (sidewalks, driveways, parking lots)		X
Light Bulbs		X
Batteries in Smoke Detectors & CO2 Detectors		X

For those utilities and services for which the resident is responsible, resident agrees to have utilities and service accounts carried in his/her name throughout the entirety of their stay, to pay appropriate and/or required deposits for such utilities and services, and to pay all billings for utilities consumed or services provided when rendered. For those utilities and services included in the rent, owner agrees to promptly pay for all billings rendered. Owner shall not be responsible for failure to furnish utilities and services by reason of any cause beyond owner's control.

- The following appliances are provided in the residence and will be warranted by the owner: **Refrigerator, Stove/Oven**
 - The following appliances are provided in the residence for resident use and are not warranted by the owner: **None**
 - The resident shall maintain in a sanitary and clean condition, all appliances provided in the residence. Resident shall be responsible for all repairs to appliances that are misused or damaged by the resident, their family, friends or guests.
7. **PETS:** No pets shall be allowed on the premises without the express written consent of the owner or manager. Owner or manager may remove any unregistered pets at the premises to the appropriate authority for disposition.
- a. **PETS ARE ALLOWED AT THIS PROPERTY:** YES NO
 - b. **PET FEE's FOR THIS PROPERTY ARE:** N/A \$_____ Non-Refundable Pet Deposit \$_____ Monthly Pet Rent
 - c. **PET ADDENDUM ATTACHED WITH LEASE:** YES NO
8. **WATERBEDS:** No waterbeds shall be allowed on premises without the express written consent of the owner or manager. If consent is given, and an addendum is executed, the resident agrees to purchase and keep in force throughout the term of this agreement a policy of waterbed liability insurance issued by an insurance company that is licensed to do business in this state which policy shall cover loss or damage to the owner's property including, but not limited to, the premises, carpeting, drapes, wall covering, furnishings, and appliances. Resident agrees to furnish owner with a binder or copy of said insurance policy.
9. **ACCEPTANCE OR RESIDENCE:** The resident agrees to notify the owner or manager in writing within seven (7) days of the possession date indicated herein of any damage or defect noted in the subject premises including the appliances and furnishings therein. In the absence of any such written notification, the resident agrees with the owner that the subject premises and grounds are clean and in good order.
10. **REPAIRS & MAINTENANCE:** Tenant agrees to notify owner of needed repairs to premises in a timely manner by telephone and/or in writing. Except in an emergency, and then only to the extent necessary to protect the property and minimize damage, no repairs or alterations shall be made or caused to be made by the resident without first obtaining written permission from the owner or manager. Owner retains the right to determine how and when the repair will be done, in accordance with federal, state, and local law and codes. If the need for repair is not due to damage caused by Tenant and/or their guests, Landlord agrees to pay for the repair. If the need for repair is a result of damage done by Tenant and/or their guests, and not that of ordinary wear and tear, Tenant agrees to pay for the repair. Owner may decide to remove or replace an item, instead of repair. In addition, the resident shall not paint, wallpaper, panel or otherwise redecorate or make alterations or cause to have done any of the foregoing without first obtaining written permission from the owner or manager. Good housekeeping is expected of everyone. Resident agrees to keep premises clean and in sanitary condition. Resident agrees to maintain walls, woodwork, floors, fixtures, screens, windows and doors. They shall keep surrounding grounds free of debris and rubbish. The resident fully understands and agrees that he/she is totally responsible for any and all damages caused by his/her neglect or by his/her families, friends or other guests. The resident agrees to surrender the subject premises in good condition and good repair, clean and sanitary, at the termination of this agreement and does expressly instruct the owner to deduct forthwith from the security deposit held any additional expenses incurred as a result of noncompliance with the provisions of this agreement.

Initials: _____

11. **DRAIN STOPPAGES:** As of the date of this Agreement, owner warrants that the dwelling's sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, baby or flushable wipes, children's toys, wads of toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, kitty litter, rocks, or newspapers. Tenant agrees to pay for clearing the drains of any and all stoppages except those, which the plumber who is called to clear the stoppage will attest to in writing, were caused by defective plumbing, tree roots, or a result of weather. Tenant agrees to keep on hand and properly use a plunger when necessary to unclog drains and prevent water overflow from toilet, sinks and bathtub.
12. **DRAIN CLEANING PRODUCTS:** Tenant agrees not to use caustic drain cleaning chemicals in any of the drains or plumbing fixtures. Such products may cause damage to the plumbing system and may be hazardous to the environment. Tenant may be able to keep drains clean and clear with regular maintenance by pouring down the drain a quarter cup of baking soda followed by a half cup of vinegar. If there is a minor clog in the p-trap (the curved portion) of the pipe under the sink, Tenant may disconnect the pipe, clear the pipe manually, and reconnect the pipe to clear the clog or may call owner for assistance.
13. **FREEZING PIPES:** Tenant agrees to take due precaution against freezing water or waste pipes and stoppage of same in and about said premises. This includes, but is not limited to disconnecting all garden hoses from outdoor faucets prior to freezing weather and opening cabinets under fixtures that are adjacent to outside walls to allow warm air circulation near water and waste pipes. If water or waste pipes are frozen Tenant will notify owner immediately and in writing. If Tenant did not take due precaution to prevent the freezing or fails to notify owner of the problem in a timely manner, Tenant will be held liable for all damage caused thereby.
14. **PEST CONTROL:** The property is provided pest free and we will re-treat for any issues in the first 30 days. Any additional or periodic pest control is the responsibility of the tenant, with the exception of wood destroying insects.
15. **CABLE & SATELLITE DISHES:** No Satellite dish or other device shall be mounted to the roof or wall of the building nor should any holes be drilled into the wall for running cables through without permission of the owner. In most cases, necessary cable should already exist and can be reused.
16. **ACCESS FOR INSPECTION & ENTRY:** When necessary for repairs, maintenance or inspection or to show the property to others, the resident agrees to permit the owner access to the premises during reasonable hours. The resident hereby gives the owner permission to use their own key to enter the premises in an emergency or after resident has been given the proper notice.
17. **BINDING AFFECT OR AGREEMENT:** This agreement shall be binding upon the heirs, successors and assigns of parties hereto (if assignment is permitted).
18. **RULES, REGULATIONS & STATUTES:** The resident agrees to abide by all federal, state and local municipal ordinances and statutes relating to the property, its use and tenant's obligations with respect thereto, and be reference all such statues and ordinances are made a part of hereto. If the residence is a condominium, the resident agrees to company with the condominium association rules and regulations currently in existence and which may, from time to time, be promulgated, and they too, by reference are made a part of hereof.
19. **RESIDENT OBLIGATION:** Resident hereby agrees to:
 - a. Not to provide accommodations to boarders or lodgers
 - b. To use the premises solely as a private dwelling for the resident and the resident's household, as specified, and not to use or permit its use for any other purpose.
 - c. To abide by reasonable rules and regulations for occupancy as established by the owner.
 - d. Not to harbor pets or animals of any kind in the premises or to provide facilities for the pets or animals of friends or guests without the express written consent of the owner or manager.
 - e. To properly dispose of all garbage, trash, rubbish, and other waste from the premises in a sanitary and safe manner.
 - f. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating and other, if any, provided facilities and appurtenances.
 - g. To keep the premises and other assigned areas in a clean and safe condition.
 - h. To refrain from and to cause members of the household and guests or visitors to refrain from destroying, defacing, damaging, or removing any part of or appurtenance to the premises.
 - i. To pay reasonable charges (other than for normal and usual fair wear and tear) for the repair or damages to the premises caused by the resident, members of the household or guests.
 - j. To conduct him/herself and cause other person who are on the premises with his/her consent, to conduct themselves in a manner which will not interfere with nor diminish his/her neighbor peaceful enjoyment of their accommodations and which is conductive to maintaining the premises in a decent, safe and sanitary condition.
 - k. To not engage in any illegal or any other activities which impair the physical property, social surroundings or the neighborhood.
 - l. To make no alterations, changes, or to repaint or redecorate the interior or exterior of the premises or appurtenances without the express written consent of the owner or manager.

Initials: _____

- m. Not to install or cause to be added any large appliances such as freezers, portable automatic dishwashers, supplemental air conditioners or ranges which would materially affect or increase energy consumption in any premises for which owner provides utility services
 - n. Resident agrees that failure of owner to insist upon the strict performance of terms, covenants, agreements and conditions contained herein, of any of them, shall not constitute or be construed as a waiver or relinquishment of owner's right thereafter to enforce any such term. Covenant, agreement or condition by the same shall continue in full force and effect, nor shall any acceptance of a partial payment of any obligation hereunder prejudice the owner's rights to any balance still owing.
 - o. Smoking is **Not Permitted** in said premises. If the premise is multi-unit facility or building, smoking shall not be permitted within 20 feet of shared entrances or other resident entrances, patios, decks or balconies.
20. **ASSIGNMENT & SUBLETTING:** The resident hereby understands and agrees that no person other than those persons indicated in provision No. 5 of this agreement may occupy the subject premises, that subletting is prohibited, and that this agreement may not be assigned by resident without first obtaining written permission from the owner. Owner may sell or assign the premises or this agreement without consent of resident.
21. **TERMINATION:** This agreement shall continue from month to month on the terms and conditions set forth herein until terminated by either party giving the other party written notice as to the date of termination at least thirty (30) days prior to the end of any monthly rental period.
- a. **LEASE BUYOUT:** If resident wishes to vacate the premises prior to the lease expiration date, a lease buyout agreement must be executed. The resident must give one calendar month (30 days) notice in writing, pay rent for the final month of occupancy and pay a non-refundable fee equal to two (2) month's rent for a lease buy out. Payment of said fee must be made in full at the time of the notice to vacate. **WE DO NOT PRORATE LAST MONTHS RENT.**
 - b. **ABANDONED PERSONAL PROPERTY:** If tenant abandons items of personal property of an apparent actual cash value of \$200.00 or more in or about the unit, Landlord's obligation with respect to such property shall be limited to: 1) the obligation to protect it from injury if removed by landlord and 2) if possible, to give tenant notice that such property will be disposed of by sale or otherwise if tenant fails to claim it within 30 days of giving the notice, or within 30 days of abandonment. Proceeds from any sales are treated as security deposit and are subject to paragraph 4 above, provided the 30 day period allowed by statute shall run from the date of sale. If landlord makes a reasonable determination that the actual cash value of personal property is less than \$200.00, Landlord may dispose of the items of personal property as landlord sees fit and tenant agrees that tenant shall not hold landlord liable for conversion or pursue any cause of action.
 - c. **LANDLORD AGENT of LEGAL AUTHORITIES:** If, after a forcible entry and detainer action, Tenant's personal property is removed from the unit pursuant to Court Order, Landlord shall be deemed to be an agent of the sheriff, police, court or other government body should Landlord be required by these official parties to remove such personal property from public property and place it in landlords trash containers, and Tenant shall not hold landlord liable for conversion or pursue any other such cause of action.
 - d. **COURT COSTS:** If tenant fails to pay any owed rents, including late fee's; and court action is required, tenant will be responsible for all costs including filing fees, process server fees and other fees acquired during the course of this action as well as attorney's fees.
22. **BREACH OR DEFAULT:** The resident shall have breached the agreement if:
- a. The resident fails to pay rent when due, or fails to perform or comply with any provision hereof and such failure continues three (3) days or whatever other minimum period may be required by applicable law following notice thereof from owner.
 - b. The resident abandons the residence which the parties hereto agree shall include the resident's failure to occupy the premises for a period of seven (7) days while the rent remains unpaid.
 - c. The resident files a petition in bankruptcy for insolvency or reorganization; or has involuntary proceedings of bankruptcy instituted under any bankruptcy act.
23. **EFFECT OF BREACH OR DEFAULT:** In the event of breach or default of any provision of this agreement, the rights of the owner shall be:
- a. The owner shall have the right to cancel and terminate this agreement as well as any and all rights, title and interest of the residence in and to the premises by giving not less than required notice of such cancellation and termination in accordance with applicable law.
 - b. **IN CASE OF ABANDONMENT, THE RESIDENT HEREBY AUTHORIZES THE OWNER TO TAKE IMMEDIATE POSSESSION OF THE RESIDENCE.** Any property left on the premises may be considered abandoned and may be disposed of in any manner allowed by law. To the extent allowed by law, all property left on the premises is subject to lien in favor of the owner for all sums due hereunder.

Initials: _____

24. **LAWS & LEGAL ACTION:** This agreement shall be governed and construed in accordance with the laws of the state in which the premises are located. In the event that any provision hereof is determined to be invalid that shall not server to invalidate the remaining provisions which shall continue to be in full force and effect. Any legal action brought by either party to enforce any provision hereof shall be brought in the state and city in which the subject premises are located.
25. **LIABILITY OF THE OWNER:** The resident will indemnify the owner any loss or damage to property or persons arising from the failure of the resident to maintain the premises in good condition or arising from the use of the premises by the resident. The owner shall not be liable to the resident for any damage or loss caused by any act of negligence of other occupants of the same building or neighboring or contiguous properties. The resident agrees to pay for any and all damages or loss to the premises including building or grounds, and including any loss of injury suffered by such other occupants caused by misuse of the premises or negligence of the resident, and his/her family, friends or guests.
26. **INSURANCE:** The resident is aware that the owner is not responsible for personal belongings of the resident named herein nor his guests or invitees. The resident agrees to obtain at their sole cost and expense and to keep in force during the entire term of this agreement a policy of fire insurance with extended coverage endorsement underwritten by an insurance company licensed to issue such insurance in this state, in an amount sufficient to cover the insurable value of their personal possessions located on the subject premises. If resident chooses not to obtain rental insurance, owner of residence will not be liable for any damages and resident will be required to pay for all damages to said premises due to tenant's negligent actions.
27. **VEHICLE POLICY:** The resident agrees to never park or store a motor home, camper, trailer or any sort of recreational vehicle on the premises. Junk cars, cars on blocks, non-running vehicles, or unlicensed automobiles are not permitted on property. Removal will be at the expense of the resident. Designated parking area for resident use is the lot assigned to your building, assigned off street parking area or your included garage or car port.
28. **NOTICES:** Any notices or requests while either party may wish or may be required to deliver to the other shall be sent by regular mail, postage prepaid, to, in the case of the resident, the address of the subject premises and, in case of the owner, to the same address to which the rent is delivered as indicated in provision No. 1.
29. **FIRE, DESTRUCTION OR CONDEMNATION:** Should the premises be partially damaged by fire or otherwise, the owner shall, at his election forthwith repair said damage, provided the repairs can be made within 120 days under the laws and regulations of applicable government authorities. Such partial damage or destruction shall neither annul nor void this agreement. Should the owner be unable to, or should the owner elect not to make such repairs this agreement shall thereupon cease and the resident shall not be liable for any further rent payments provided the fire or destruction is not caused by the negligence or intentional acts of the resident, their families, friends or other guests. Should the premises be rendered un-tenantable or be totally destroyed by fire or otherwise or should any act of condemnation by any governmental authority render any portion of the premises un-tenantable this agreement shall cease and resident shall be liable for rent only up until the time of such destruction; provided the fire or destruction is not caused by negligence or intentional acts of the resident, their families, friends or guests.
30. **GENDER:** Wherever herein indicated the terms "owner" and "resident" shall include the plural as well as the singular and liability hereunder shall be joint and several whenever there is more than on owner or resident. When used the masculine gender shall include the female gender. Where there is more than one resident, the obligations hereunder are joint and several.
31. **ENTIRE AGREEMENT:** The parties hereto agree that the provisions herein including the following addendums (if any) constitute – the entire agreement between the parties and that no warranties or representations except those contained herein have been made or implied. Both parties agree that for any modifications of this agreement to be binding upon the parties, it must be in writing executed by the parties here to.

The Following Addendums have been executed:

(a) Charges Upon Terminations	(b) Crime Free/Drug Free Lease Addendum	(c) Lead Disclosure
(d) Smoke Detector Lease Addendum	(f) Safety Guidelines	(g) Key Addendum

WAIVER: No Failure of the owner to act upon or enforce any provision of this agreement shall be deemed a waiver, nor shall any acceptance of a partial payment or any obligation hereunder prejudice the owner's rights to any balance still owing nor affect any pending legal proceedings instituted to enforce any of the provisions hereof.

32. **POSSESSION DATE:** The date of possession shall be _____. If the owner is unable to deliver possession on that date, the resident agrees that, unless caused by owner's gross negligence, the owner shall not be liable for any loss or damage caused hereby, nor shall this agreement become void or voidable. The resident, however, shall not be liable for any rents until possession is delivered. At the resident's sole discretion, this agreement may be terminated with a full refund of all deposits collected if possession is not delivered within five (5) days of the original possession date as set out earlier in this paragraph.

Initials: _____

33. ALLOCATION OF MONIES COLLECTED/OWED:

Rent:	Due:	Received:	To be Paid Prior to Occupancy:
Rent for Period			
Rent for Period			
Deposit:			
Security/Damage			
Pet Deposit – Non Refundable			
Total:			

The undersigned hereby acknowledge they have read all of the provisions of this agreement, understand and agree to all such provisions and accept the obligations hereunder imposed jointly and severally.

This agreement is signed and entered into this _____ at:

_____ for _____
City & State Street Address of Rental Property

_____ Management or Owner Signature Resident Signature

Resident Signature

Resident authorizes all related utility companies (MidAmerican, Iowa American, Allied Waste, etc.) to release information regarding the utility usage for said premises to Major Services, LLC.



We welcome qualified tenants without regard to race, color, creed, religion, sex, marital status, familial status, age, national origin, sexual orientation, disability or gender identity. If you feel you have experienced discrimination, you may file a complaint with the Davenport Civil Rights Commission, 226 W. 4th St., Davenport, (563) 326-7888 or (563) 326-7959 TTY. For discriminatory housing practices that occur outside the City of Davenport, contact the Iowa Civil Rights Commission at (800) 457-4416 or the U.S. Department of Housing and Urban Development at (800) 743-5323.

Charges Upon Termination

This is a list of the most common charges encountered when tenants move out and leave the premises in need of repair. Please note that these charges are estimates and the actual charges may vary. Normal wear & tear, and the remaining life of the item in need of repair, have been considered. Remember, carpets MUST be professionally cleaned and a receipt must be provided to the office. If no receipt is provided, you will be charged for carpet cleaning.

Cleaning Not Done By You

Baseboard/Trim	\$30.00 room	Refrigerator	\$40.00
Cabinet(s) (Inside & Outside)	\$10.00 each	Shower/Tub Surround	\$45.00
Ceiling Fans/Light Fixtures	\$10.00 each	Sink(s)	\$10.00 each
Closets	\$10.00 each	Stove/Oven	\$40.00
Countertop(s)	\$25.00	Toilet(s)	\$50.00 each
Flooring (Mop or Vacuum)	\$10.00 each	Vanity/Cabinet	\$20.00
Heavily Soiled Walls	\$50.00 room	Windows	\$5.00 each
Medicine Cabinet	\$30.00		

Damages to Rental Property

Blind Replacement	\$25.00 each	Replace Faucet Handles	\$15.00 each
Broken Window	\$150.00 each	Replace Garbage Disposal	\$125.00 each
Carpet Repair	\$100.00 room	Replace Light Fixture Dome	\$50.00
Cigarette Burns	\$100.00 burn	Replace Outlet Cover	\$5.00 each
Exterior Door Replacement	\$200.00 each	Replace Refrigerator Shelf	\$50.00 each
Hardwood/Vinyl Repair	\$100.00 room	Replace Shower Curtain Rod	\$30.00 each
Interior Door Replacement	\$100.00 each	Replace Shower Head	\$20.00 each
Large Holes in Walls	\$40.00 hole	Replace Stove/Oven Knob	\$30.00 each
Light Bulb Replacement	\$5.00 each	Replace Thermostat	\$75.00
Missing/Torn Window Screens	\$25.00 each	Replace Toilet	\$175.00 each
Removal of Wall Coverings	\$50.00 room	Replace Toilet Tank Lid	\$30.00 each
Remove Furniture	\$50.00 item	Replace Towel Bar	\$25.00 each
Remove Garbage	\$50.00 bag	Sliding Door Replacement	\$400.00 each
Remove Mildew and Treat	\$25.00 area	Small Holes in Walls	\$10.00 hole
Replace Countertop	\$300.00 each	Stove Drip Pans	\$15.00
Replace Door Knobs	\$25.00 each		

Management or Owner Signature

Resident Signature

Resident Signature

Smoke Detector Lease Addendum

Unit Address: _____

LANDLORD SECTION

1. The Landlord or his agent has supplied this unit with appropriate smoke detectors according to current Housing and Fire Code Requirements.
2. The Landlord, or his agent has informed, and shown, the tenant that;
 - a. The unit has a working smoke detector, and that;
 - b. If in the course of a future inspection the detector is found to be non-functional that the Tenant may be charged with a simple misdemeanor and subject to a fine of \$100 plus court costs.
3. Failure on the part of the Landlord, or his agent to abide by this section shall be deemed a simple misdemeanor punishable by a \$100 fine plus court costs

TENANT SECTION

4. The tenant acknowledges that he/she has been informed, and shown, that the unit has a working smoke detector.
5. That the Tenant has been advised that if in the course of a future inspection the detector is found to be non-functional that the Tenant may be charged with a simple misdemeanor and subject to a fine of \$100 plus court costs.
6. Failure on the part of the Tenant to abide by this section shall be deemed a simple misdemeanor punishable by \$100 fine plus court costs.

LEASE ADDENDUM

7. This LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Management or Owner Signature

Date

Resident Signature

Date

Resident Signature

Date

Key Addendum

I was issued the following keys at the time of move in:

_____ Building Key(s)

_____ Apartment Key(s)

_____ Mailbox Key(s)

_____ Mailbox Key is issued by your local USPS. A copy of your lease and photo ID are required.

_____ Garage Door Entry

_____ Garage Door Opener

I understand that all keys must be returned when I vacate the unit. If any keys are not returned, these charges will apply:

\$50.00	Apartment Keys & Garage Door Keys
\$75.00	Building Keys
\$25.00	Mailbox Keys
\$100.00	Garage Door Opener

Management or Owner Signature

Date

Resident Signature

Date

Resident Signature

Date

Tenant Information

RENT: Rent is due on the 1st of the month (even if the 1st falls on a Sunday or Holiday) **NO EXCEPTIONS!**

UTILITIES: For our Park View residents, Electric is through Alliant Energy and Gas is through MidAmerican Energy. For all other residents, MidAmerican Energy covers both gas and electric. If your lease specifies that you pay for gas and electric, you will need to call each company and arrange to have service turned activated on your move in date. Otherwise you risk going without service.

TENANT PORTAL: Through our website at www.MajorServicesProperties.com, you can create a login account (if not already created) and view payment history, make payments, as well as view your lease and other documents.

MAINTENANCE: Non-emergency maintenance requests should be initiated via a request on the Tenant Portal so that they can be appropriately tracked and followed up on. For emergencies, please call us.

EXCESSIVE NOISE OR PARTIES: During normal business hours of Monday – Friday 8am to 4pm call us and we will be happy to address the issue. If it is after hours then please call the local police department and they will send out an officer to take care of the issue.

ELECTRICITY/POWER OUTAGE: If the electricity or power is off to the stove, refrigerator, etc. please check the circuit breaker located in your unit (usually the bedroom, hall or entry closet or basement for houses). Turn the circuit breaker to the off position and then back on to reset. If you lose electricity to your entire apartment/home, please check with your neighbors first! If all of the electricity in your building or neighborhood is out, call your electric company to see if they are having problems in your area.

PATIOS/PORCHES: No indoor furniture or garbage is allowed to be stored on your patio/porch at any time! A fee of \$150.00+ clean up charges will be assessed for any violations. Also; no grills are allowed on decks/balconies. All grilling must be done on the ground level. All grilling must be done at least 50 feet away from the building unless the property is a single family home.

PETS: Pets must be approved by your leasing manager and all applicable deposits/pet fees must be paid. If you fail to coordinate the arrival of your pet with the office, you could risk eviction.

GARBAGE DISPOSAL: If your garbage disposal does not work, please unplug it under the sink by the disposal tank. Then, check the inside of the disposal by taking a flashlight and looking to see if anything is jammed in it. Plug the disposal back in. Find the reset button on the bottom of the disposal tank and press it. Turn on the water. If the disposal still does not work call for general maintenance. Please do NOT use the garbage disposal for bones, celery, popcorn, gravy, grease or other such items. (Suggestions For Normal Use: Run cold water into the disposal when it's on and a little more when it's turned off to clear the pipes)

THERMOSTAT: In cold weather, NEVER, turn your heat thermostat below 65 degrees or the pipes will freeze and cause water damage in your apartment/home.

REFRIGERATOR: If your refrigerator/freezer is not working please call maintenance or the emergency maintenance number if it is after hours. Remove all perishable items from the refrigerator/freezer and place them in a cooler or make arrangements with a neighbor/friend to keep your food in their refrigerator until maintenance arrives to analyze the situation or make repairs.

SEWER BACK-UPS: Call us to have maintenance come over and check out the issue. In the meantime; please notify your neighbors of the issue and ask them to please not use their water until after Maintenance gives the ok.

WATER LEAK: All leaks (major and minor) need to be reported to us.

TOILET OVERFLOW: Tenants of each apartment/unit should obtain their own ball-type plunger for unclogging drains/toilets.

- 1. Turn off the water to the toilet. (Turn off valve is located under the toilet tank and needs to be turned clockwise)
- 2. Plunge the toilet 3 to 4 times. If you plunge hard enough, it will clear the line. If any water is on the floor, please clean it up as soon as possible.
- 3. Turn the water back on to see if it's working properly. If your toilet continues to plug up then please call maintenance.
- 4. If maintenance arrives for a clogged toilet and solves the solution by simply plunging the toilet, tenants will incur a service charge of at least \$25

FIRE OR SMOKE SMELL: Call the Fire Department.....911

FIRE ALARM: If the hall fire alarm is beeping, please call 911 AND our office!

LOCKED OUT OF YOUR APARTMENT: Contact our office and we'll send someone over to let you in (you must have a valid photo I.D. and be a signed tenant on the current lease). There is a minimum charge of \$50 for us to let you in to your unit.

REMIDER: Any change over in tenants must be made through our office. Anyone living in your apartment must be on file or you risk being evicted.

Management or Owner Signature

Resident Signature

Resident Signature

Safety Information

In the interest of making your home a safer place for you, your family and your neighbors, please read the below fire safety guidelines and be sure to follow them.

- Never remove or tamper with the battery in your Smoke Detector/Co2 Detector or those in the common areas.
- Never leave children under the age of 12 unattended.
- Keep matches and cigarette lighters out of the reach of children.
- Never smoke in bed. Improper use of cigarettes, lighters, matches and other flammable materials are a serious hazard.
- Smoking is not permitted in any indoor areas
- Wet ashes before throwing cigarettes in the trash to avoid starting a fire in a trashcan.
- Never use extension cords for appliances like microwaves, small freezers, stereos or TVs. Appliance cords should be used on appliances and power strips for all other needs.
- Never use small appliances like hair dryers and shavers near running water or a full sink.
- Never alter electric cords in any way.
- Check your apartment for broken or frayed cords and replace them immediately.
- If your stove or refrigerator gives off smoke or a burning odor, immediately unplug it and contact the manager or landlord.
- Never store flammable materials (gasoline, charcoal, harsh chemicals, etc.) in apartments or storage closets.
- Keep flammable materials (clothes, papers, etc.) away from vents.
- Never store anything in your furnace close. A furnace closet is not a storage area.
- If your furnace gives off a strange odor or makes excessive noise, please contact the manager/landlord
- Your furnace should be an adequate heat source and space heaters are not allowed.
- Never throw water on a grease fire. Cover the pan with a lid and turn the burner off.
- If you own a gas grill, exercise proper maintenance at all times. Make sure the tank valve is closed when your grill is not in use.
- If you use a charcoal grill, use extreme caution. Charcoal is the #1 producer of carbon monoxide. Charcoal should not be stored inside your home. Allow your charcoal ashes to cool COMPLETELY before disposing.
- Halogen bulbs have been found to be potentially dangerous. Please be cautious of using them in lighting fixtures such as lamps.

In case of an emergency, dial 911 immediately!

Thank you in advance for your cooperation!

Major Services Properties

Management or Owner Signature

Resident Signature

Resident Signature