

## **Oakland Property Services Inc RESIDENCE POLICIES**

Welcome to your home. Oakland Property Services Inc strives to maintain your new home in excellent condition and to provide prompt and efficient service at all times. In return, we ask that you observe the following policies.

### **OAKLAND PROPERTY SERVICES INC OFFICE 257-1000**

Our office is located at 122 E. Olin Ave., Suite 195, Madison, WI 53713. Office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

### **EMERGENCY MAINTENANCE 257-1000 AFTER HOURS CALL 258-0132**

In the event of a maintenance emergency such as no heat, no water, frozen pipes, etc. we have staff on call 24 hours a day to serve you. A service technician will be contacted by calling 257-1000 between the hours of 8 a.m. and 5 p.m. After 5 p.m. and before 8 a.m. please call our answering service at 258-0132.

### **NON-EMERGENCY MAINTENANCE 257-1000**

You may request non-emergency maintenance by calling 257-1000. If the office is closed and you are leaving a message be sure to state the address, the nature of the problem and leave a phone number where we can reach you during working hours. A request for maintenance will constitute permission to enter your apartment during the next three working days.

### **DAMAGES**

You are responsible for all damages and repairs beyond normal wear and tear. This includes, but is not limited to clogged drains and toilets, frozen pipes, fires, water damage, broken appliances, carpet damage.

### **LOCKOUTS**

Residents who lock themselves out should call a locksmith. Residents may not change the locks without written permission. Residents will be liable for any damages caused by break-ins or attempted break-ins, or vandalism that is not reported to the local police.

### **SECURITY DEPOSIT**

Must be paid in full before keys are given. Security deposits cannot be used by the resident as a rent payment.

### **RENT PAYMENTS**

Rent is due and payable on the first day of each month. Payment should not be made in cash. Please use money orders, cashiers check or personal check. Any check returned N.S.F. or otherwise not clearing the bank after initial deposit will be assessed a \$25.00 fee. If a check comes back twice you will be required to pay rent with a money order. IT IS VERY IMPORTANT TO PAY RENT ON TIME. Paying rent after the first day of the month will result in a late payment penalty of \$25.00. Please remember the owner must meet his mortgage and other obligations and cannot do so until all rent receipts are collected.

### **MOVING INTO YOUR APARTMENT**

We encourage all residents to obtain renters insurance. Neither the management nor the owner will be held responsible for any loss or damage to any personal property kept within or on the leased premises, stored in basements, or in any other area. Resident in making use of any such space, does so at his/her own risk and is solely responsible for the safety of his/her possessions from any and all hazards. No personal property may be stored in any area of the premises outside the apartment unless a specifically designated area is provided by the owner. Basements may get wet or damp. Do not store items subject to damage from water or dampness in the basement. If personal property is left in any unauthorized area, manager may remove and discard such property without notice. Any flammable materials such as oil, gas, oil based paint, spray paints, etc. are not to be stored in any area. If found they will be removed without notice.

## **CHECK IN FORM**

A check in form is provided to each new resident. You may inspect the dwelling unit and notify us of any pre-existing damages or defects by noting the conditions on the check-in form. The form must be completed, signed and returned within 7 days of move in as stated in your lease. Any items not listed on a check-in form returned within 7 days of move-in shall be presumed in good condition at the time of move-in.

You may also request, in writing, a list of all physical damages or defects charged to the previous tenants security deposit. We will supply this information within 30 of receiving the written request, or within 7 days after the previous tenant is notified of the charges, whichever is later. Please remember that damages charged to the prior tenant may have already been repaired.

It is the owner's responsibility to provide windows complete with storms and screens. Upon your move-in, it is your responsibility to note any deficiency or need of repair on the check in form. Do not remove storm windows or screens from window frames at any time. All costs for replacement of removed windows or screens and damages to windows and screens will be charged to you. All windows and screens must be in their proper place at checkout.

Tenants may not deduct from the rent nor expect to be reimbursed for any purchase or charge to the landlord any supplies, repairs or work done by the tenant or other parties without the landlord's prior written permission. Landlord shall not be responsible for any such costs incurred prior to obtaining such written permission.

All light fixtures will have working bulbs upon move in, these fixtures must have working bulbs at move out. Non-functioning light bulbs in common areas should be immediately reported to Oakland Property Services Inc.

Trash containers are provided by the owner for all apartments. Separate containers for recyclables are also provided. Upon your move-in, it is your responsibility to note any deficiency in these containers.

## **ROOMMATES**

Any person of legal age who resides on the premises for a period longer than two days must be authorized by the landlord in writing and be a signed party to the lease. Only signed parties to the lease may obtain or hold keys to the premises, receive mail or have their names on the mail box. Residents cannot add new roommates to the lease without prior permission from the manager. No changes to the lease are allowed if there is a balance due on the account.

## **RECYCLING**

Oakland Property Services Inc actively promotes recycling at its properties. Convenient facilities are provided. We encourage all residents to participate in our local recycling programs.

## **PETS**

No pets are allowed in any apartment without manager's specific written permission. Each unauthorized pet on the premises for any amount of time shall cause the monthly rent to increase \$100 and acceptance of such payment shall not constitute permission to keep the pet on the premises. These pet rules will be strictly enforced.

## **APPEARANCE**

Porches and balconies shall not be allowed to detract from the appearance of your building. The premises shall not be defaced with signs, advertisements, antennas, etc. The cost of removal of such items shall be incurred by the resident. Porches and balconies are not to be used for storage of any type of motor vehicle, furniture or trash.

Draperies that are to be provided by the resident shall be lined with white material or white sheers used. No colored materials, towels, sheets, tin foil etc. may be used. Tenant shall use drapery rods if provided by owner. Only with manager's permission may this be altered.

Use only small nails for hanging items on the walls. Never use tape, adhesives or glue. Never nail anything to the woodwork or doors.

Any items which are the property of the building shall not be removed from the unit. This includes screens, storms, draperies, carpet, furniture, appliances, etc.

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## **PARKING**

Driving and/or parking on the lawn is not permitted. Where parking is assigned you must only park in your assigned space. Vehicles not moved every 48 hours are subject to towing by the police department at the vehicle owner's expense. Resident agrees to abide by the regulations regarding parking as stated in the "parking agreement" if applicable. Parking space may not be leased out by residents for any reason. Recreational vehicles, trailers, boats,

snowmobiles, inoperable vehicles and vehicles without valid license plates may not be parked on the premises. Violating vehicles may be ticketed, towed or booted at the vehicle owner's expense and the landlord shall not be held responsible for any damages to such vehicles and/or their contents.

### **DISTURBANCES**

Any noise or disturbance of any kind which could cause annoyance to other neighbors or residents in the building will not be permitted. You are at all times responsible for the actions and conduct of all guests brought onto the premises. You will be held liable for any property damage or noise disturbance caused by your guests. Please be considerate of your neighbors.

Roofs are not to be used as sundecks or for any other purpose other than that for which they are intended. No resident or guest will be allowed access to any portion of the roof. Landlord will not be held liable for any accidents resulting from gaining access to any roof areas.

The temperature setting on the water heater has been set to ensure that it does not exceed 125 degrees. Residents must not alter the temperature setting of the water heater.

### **COMMON AREAS**

Residents and their guests are not permitted to loiter or play in the halls, stairways, basements or any other common area. Bicycles and play equipment may not be ridden, used or stored in halls, stairways, basements or any other common area. Any items left unattended in any common area shall be deemed abandoned and may be removed and disposed of without further notice or liability to the landlord.

### **SUBLET POLICIES**

Any sublet must have written approval of the manager prior to occupancy by new resident. Resident understands and acknowledges that the manager's approval of a sublease shall not release the resident from his/her obligations set forth in the lease. The following items also apply to all sublets:

1. The cost and responsibility of finding a party to sublet belongs solely to the resident. Resident will be charged for advertising costs and an hourly charge to show and sublet apartment.
2. The new party under a sublet will not pay a security deposit to Oakland. The deposit will be returned to either the sublessor or sublessee, as designated in the sublet agreement, at the completion of the lease providing the unit is left in as good or better condition than stated on the check in sheet.
3. The new party under the sublet must submit a completed application for residence and receive approval from the manager before occupying the apartment.
4. The sublet agreement must be signed by all parties in presence of the landlord. Until this is done sublet is not valid.
5. There will be a \$100 sublet fee due at the time the sublet agreement is signed. If the landlord elects to terminate the existing lease and start a new lease with the sublessee, the sublet fee will still be charged.

**MOVING OUT** We will notify you in advance of your lease end date of any changes, rental adjustments, etc. so that you will have plenty of time to make a decision. In the event you choose to move, the apartment must be vacated on or before noon of the last day of the lease.

When a vacated unit is left in as good or better condition than it was at move in, or as subsequently improved by the landlord, the security deposit will be returned in full. To insure full return of your deposit all rent must be paid, all utility bills paid (proof may be required) and all apartment and building keys returned at check out. If all keys are not returned, there will be a rekeying charge. Charges for all cleaning and repairs will be charged to the vacating tenant at the rates charged to the property owner, plus cost of materials.

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### **SECURITY DEPOSIT REFUND**

Security deposit refund will be made by one check to all parties to the lease. An alternate distribution arrangement may be requested if signed by all parties.

### **COMPLIANCE WITH LAWS, GOVERNMENTAL ORDERS**

Any fines for violation of the lease or law caused by the resident, or the resident's guests, shall be paid by the resident. If the resident does not pay such fines, or any other charges such as late fees, bookkeeping charges, sublet fees, etc., the landlord may deduct such charges from payments received from the resident or the resident's security deposit. Management reserves the right to split any such fines equally among building residents if the person responsible for such fines cannot be determined. Unpaid charges may be turned over to an attorney or collection agency and the resident shall be responsible for all costs of collection.

**SEX OFFENDER REGISTRY NOTIFICATION** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections by phone at 977-234-0085 or on the Internet at <http://offender.doc.state.wi.us/public/> .

**COST OF COLLECTIONS** All costs of collecting debts unpaid by tenants or consigners shall be borne by the debtor(s) including, but not limited to, court filing costs, service costs, collection agency fees and attorneys fees.

**OTHER BREACHES OF LEASE** Any misuse of emergency services, harassment, threats or attempts to intimidate or coerce Oakland employees, contractors or neighbors shall be material breaches of the lease.

**SALE OF PROPERTY** Upon transfer of ownership of the premises, Landlord's obligations under this agreement are expressly released by the Tenant(s). The new owner of the premises shall be solely responsible for Landlord's obligations under this contract.

**RENT CREDIT (Only applies in Madison)** During 2011, the security deposit will earn simple interest at the rate of 0.37% per year. For example, a \$500 security deposit will earn a rent credit \$1.85 ( $\$500 \times .0037 = \$1.85$ ). The rent credit will be distributed to the tenant within 21 days of the surrender of the premises.

**REFERENCES** Unless notified in writing to the contrary, landlord has permission to release information concerning this tenancy to parties requesting references.  
(revised June 2009)