

Mercer Building Rules and Regulations

Note: These are in addition to any/all rules and regulations contained specifically in the lease.

General:

1. All rules and regulations are governed by a specific fine and penalties as listed. For any lease violation not containing a specific fine or penalty the following will apply: 1st offense of a lease violation will warrant and email and/ or a written warning, 2nd offense of a repeated violation will result in a \$40.00 fine, 3rd offense of a repeated violation results in a \$75.00 fine and/or possibly eviction solely at the discretion of Management. Please keep in mind, excessive noise between the hours of 10:00 pm to 7:00am is considered a lease violation.
2. When the Tenant has a new phone number and/or email address, they must communicate this information to the Management in writing immediately.
3. A minimum of two weeks notice is required in writing if you are planning on moving out and are on a month to month contract.
4. Management may enter an apartment at any time for any reason deemed necessary whether or not Tenant is present. In addition, Management can allow for service professionals to enter the apartment when necessary for repairs and/or maintenance whether or not Tenant is present.
5. An inspection of each apartment interior (whether or not Tenant is present) may be done at random if Management deems necessary.
6. Tenant may not tamper and/or remove any apartment property including but not limited to lighting, mirrors & doors.
7. No personal appliances, such as stoves, refrigerators, etc. are permitted in the apartment unless approved by Management in writing.
8. For all written communication, email is preferred. Please ensure you receive/retain confirmation that your email has been received. Tenant's cannot email or write for other tenants.

Apartment and Housekeeping:

1. The apartment must be kept clean, sanitary, and free from objectionable odors.
2. Satellite Dish or internet installation is strictly prohibited. Also, no antennas or outside wire shall be installed without notification and consent from management. Tenants or guests are not permitted on the roof of the buildings at any time.
3. The apartment is supplied with a smoke detector and it shall be the responsibility of the Tenant to regularly test the detector to ensure the operable condition. The Tenant will inform Management immediately of any defect, malfunction, or failure of such smoke detector. Alarms should be tested monthly by holding the button until the alarm sounds. If there is ever a problem with any alarm, please contact Management immediately. Smoke detectors are never allowed to be unplugged for any reason. This is considered a serious violation as it is a fire hazard for both Tenant and other tenants.
4. Management shall deem all items left outside apartments abandoned, and as such are subject to disposal without notice to Tenant. This includes the storage of anything outside of the dwelling without consent from management.
5. Light bulbs are to be replaced at the Tenant's expense. All bulbs must be operational at the time the Tenant vacates the premises.

6. Tenant is responsible for cleanliness of area in front of their apartment and for any common area used.
7. All common areas should not be altered, vandalized, or personalized in any fashion by Tenant, or Tenant's guest. If this is violated, Tenant will incur charges for undue labor and materials to restore the area that has been changed.
8. No littering of papers or any trash is allowed.
9. Clothing, towels, rugs etc., shall not be hung outside of any window, ledge or balcony. Tenants are also not allowed to hit rugs off of the balconies to clean them off.
10. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire, or safety ordinance or regulation.
11. Cartons and large boxes should be broken down before being placed in or on the side of the trash collection area. Please do not discard large items such as furniture, tires, etc. without contacting Management to get proper disposal instructions.
12. Damage to any part of the property, by Tenant or guests of the Tenant will be the financial responsibility of the Tenant.
13. No painting without written consent of Management.
14. Waterbeds are not permitted on the property.
15. Large parties are strictly prohibited. You should not have more guests than you can easily attend to at all times.
16. Do not leave filled trash bags in the hallways or common areas. Trash should be immediately disposed of in the dumpster.
17. Trash must be placed in plastic bags and tied before placing in outside dumpster. This will help keep the property clean as garbage tends to fall out of the dumpster when being emptied. Disposal of food without use of a trash bag will not be tolerated.
18. Tenants are limited to no more than four (4) small nail holes per room (including tacks). Proper picture hangers must be used. No hooks are allowed in the ceiling. No tape on woodwork or walls (inside or out). Glue cannot be used to hang anything as well. If hanging anything on the front door, only a single small nail is allowed. Any damage to paint, or exterior of apartments will be the financial responsibility of the Tenant.
19. Tenant is strictly prohibited from forcing any nail, staple, or other enforcement to the exterior of the building.
20. Management must be notified of any new Tenants (roommates). No more than two (2) Tenants allowed per apartment.
21. No pets are allowed in the building. If the tenant is found with an unauthorized pets, it will result in the forfeiture of the security deposit and possible eviction.
22. Upon notice of vacancy to Management, Tenant agrees to maintain the apartment in a clean and accessible manner to show to prospective tenant. Tenant also agrees to allow Management show apartment to prospective tenants if necessary. At least a twenty-four (24) hour notice will be given to Tenant beforehand, unless Tenant agrees otherwise.
23. Tenants are prohibited from removing screens from windows. Tenant is responsible for any damage caused by removal or misuse of the window screens.

Noise and Conduct:

1. Respect your neighbors – keep noise level down especially after dark.

2. Tenants shall not make or allow any disturbing noises in or around the apartment by Tenant, family or guests, nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other Tenants at all times.
3. All musical instruments, television sets, stereos, radios, etc., are to be played at a volume which will not disturb other Tenants.
4. The activities and conduct of all Tenants and guests outside the apartment, on the common grounds, parking areas, or any other areas must be reasonable at all times and not disturb other Tenants. Quiet time is from 10:00pm to 7:00am daily.

Attractiveness:

1. In order to keep this property attractive, Tenant agrees not to store mops, brooms, clothing, towels, garbage cans, bicycles, toys and other like articles outside apartment doors, or on balconies. Items that detract from the interior and/or exterior of the property may be prohibited at Management's sole discretions.
2. All trash shall be disposed of by Tenant into the dumpster provided. Under no circumstances may Tenant stack garbage outside the dumpster or anywhere else on the property.
3. Furniture must be kept inside the apartment. Unsightly items must be kept out of vision. Articles are not to be left in entryways or other common areas. No personal belongings, including bicycles, shoes, play equipment or other items may be placed in the entryways, stairways, or about the building, except by written consent of Management.

Behavior:

1. Drunken, belligerent or threatening conduct toward other Tenants, Tenant's visitors, or Management will not be tolerated. Termination of lease may be applied at Management's discretion.
2. Use of illegal drugs is grounds for immediate eviction.
3. It is the responsibility of the Tenant to be mindful of his/her neighbor's peace and quiet. If a neighbor or passerby can hear a Tenant's television or radio, it is too loud. Quiet time will be strictly enforced from 10:00pm until 7:00am.
4. Disturbances and problems with Tenants, Tenants' guest and/or children may constitute grounds for eviction and lease termination at the sole discretion of Management. Tenant will be given notice to change behavior immediately.
5. Tenant is not allowed to tamper with exterior light fixtures; whether the item be removed, or unscrewing the light bulb, both are considered a violation.

Parking:

1. Automotive (and bike) maintenance and repair is not permitted on the property. This includes oil changes and the washing of your vehicle.
2. Vehicle Storage: No Boats, trailers, RV's, Water Scooters, Quad Bikes, inoperable vehicles, trailers etc., can be stored or parked in the parking areas.
3. Each licensed Tenant per apartment is permitted one operable vehicle on the property (This includes Motorbikes).
4. Unauthorized parking is prohibited, and towing will be used at vehicle owner's expense.
5. Management is not responsible for any theft or damage to cars or other vehicles while on the premises.

6. Loud music is not allowed at any time to be played in the parking areas.

Safety:

1. If an emergency that poses an immediate threat to human life occurs, Tenant should contact the Prosser Police Department at (509) 786-1302, or call 911. If it is an emergency that needs to be handled with Management, notify the Property Manager or Owner as soon as possible.
2. Barbeque grills can be used at a minimum of ten (10) feet from the apartment building. This applies to any device used for cooking or heating that may cause a hazard to the building. Absolutely no such equipment should be left unattended – even for just a moment. Any damage or harm caused by use and/or misuse of such equipment will be the responsibility of Tenant(s) who were using (or benefiting from the use) of such equipment.
3. All doors and windows must be locked during the absence of Tenant.
4. The use or storage of gasoline, cleaning solvents, or other hazardous materials in or outside of the unit is strictly prohibited.
5. To prevent unwanted access, it is suggested to reduce the production of extra keys and the secrecy of your entry codes be kept private.
6. All suspicious activities are to be forwarded to Management as soon as possible.
7. **No smoking inside of the apartments.** Cigarette butts must be disposed of the proper labeled receptacle (outside on the patio) and never directly onto ground or in flowerbeds. Improper cigarette butt disposal will not be tolerated. If Tenant or guests of Tenant are witnessed using improper cigarette disposal, Tenant may be assessed a fine. Multiple occurrences may result in eviction.
8. Illegal drugs and/or illegal drug use on property will not be tolerated. Any suspicion or report of such will be reported to authorities without necessarily notifying the Tenants in advance.

Laundry Room:

1. Lint filters must be cleaned after each use.
2. The washing machine should not be overstuffed.
3. The laundry room should not be used from 10pm - 8am. The machines may be disturbing to Tenants nearby.
4. Tenants **may not** leave detergent in the laundry room. Items left will be considered abandoned and will be disposed of without notice to Tenant. Management is not responsible for any items left in the laundry room.
5. Tenants should remove their clothes promptly when complete. If a machine is needed and clothes are inside, please take care when moving them and place on a clean surface.

Guests:

1. Tenants must notify Management in writing if they plan to have guests staying longer than four (4) consecutive nights.
2. ALL occupants residing in the apartment must apply for residency and be registered on the lease agreement.
3. Management reserves the right to limit the amount of guests in your apartment.
4. Tenants assume full responsibility for the actions of their guests and agree to assume all financial responsibility for damage to premises, furnishings or landscaping by Tenants or guests.

5. Each Tenant is exclusively responsible for the health, safety, and welfare of Tenants and Tenant's guest. As such, Tenant hereby releases and holds harmless the Landlord and/or Property Manager for any and all damages and liability arising out of any death or injury to Tenant or Tenant's guest in the absence of any negligence as to the condition of the premises or intentional acts on the part of the Owner and/or Property Manager.

Maintenance and Repairs:

1. Tenant shall advise Management, in writing, of any items requiring repair (dripping faucets/broken light fixtures, etc). Requests should be put in as soon as defect is noticed to prevent Tenant from being held responsible. Management shall have no liability to make any repairs nor shall the rights of Tenant to make said repairs accrue, except in an emergency, unless the Tenant has given written notice to Management, and Management has had reasonable time to remedy said condition, and to which written notice was also given to Landlord/Management.
2. Cost of repair or clearance of stoppages in waste pipes and drains, water pipes or plumbing fixtures caused by Tenant negligence or improper usage are the responsibility of the Tenant. Payment for the corrective action must be paid by Tenant on demand. Tenant is strictly prohibited from using any chemical drain cleaners, as they may damage the pipes.
3. No alterations or improvements shall be made by the Tenant without the consent of Management. Any article attached to the woodwork, walls, floors or ceiling, etc., shall be the sole responsibility of the Tenant. Tenant shall be liable for any repairs necessary during or after Tenancy to restore premises to the original condition.
4. If Tenant cannot access his/her apartment, they may request Management open the door, if Management is not on the premises, the Tenant acknowledges they may have to wait until Management is available to let them in. This will result in a charge of \$35 per occurrence that must be paid on demand for unlocking doors. Management will not, under any circumstances, admit any visitor into an apartment.

Additional Rules & Regulations:

1. **It is the responsibility of Tenant to have all mail delivered to a Post Office Box.** At no time may the Tenant receive mail directly to the Building. It is also Tenant's responsibility to file the appropriate address change in advance of a vacancy. Tenant understands that Management and/or new Tenant is not responsible for the returning or collecting any mail. **Tenant also understands that all mail received after vacancy will be returned to the post office as "RETURN TO SENDER."**
2. During Tenancy, any communication regarding Tenant's apartment will be conducted through the Tenant and Management only. Management is not responsible to communicate with any other person regarding the apartment, unless the situation is considered urgent and/or threatening to the apartments or human life.

New Rules and Regulations or amendments to these rules may be adopted by Management upon giving 30-days' notice in writing to Tenants. These rules and any changes or amendments have a legitimate purpose and are not intended to be arbitrary or work as a substantial modification of Tenant rights. They will not be unequally enforced. Tenant is responsible for the conduct of guest and adherence to these rules and regulations at all times. The Apartment Rules and Regulations are, like all basic rules between good neighbors, based on common sense and courtesy. These rules help to maintain the proper operation and

appearance of this property, and provide you and your fellow residents with the comfort and convenience that you expect in your home environment. We hope that you feel that compliance with these rules will accomplish our mutual objectives.

Tenant(s) acknowledge that if a violation of any of the above rules and regulations are committed, Tenant(s) understand that charges and/or eviction may be used in response to the action. Tenant agrees to be responsible for guests' actions, and Tenant will also inform guests of all Rules & Regulations.

Tenant Name Printed

Tenant Signature

Date