

# CLEAR CREEK RENTALS LTD. Rental Policies

## The Lease

Clear Creek Rentals LTD will complete all of the necessary leasing paper work between the tenant and Clear Creek Rentals LTD.

A tenant must complete a rental application, which allows us to evaluate prospects based upon your income, debt, employment and previous history when possible.

An initial six-month lease term is generally used, with lease renewal period of equal length. Longer-term leases can be offered based upon the property availability. Our leases require that the tenant pay monthly rent in advance, due on the first day of each month with a late fee equal to 10% of the rent assessed on all rents not paid on or before the 1<sup>st</sup> day of the month.

Tenants are required to give written notice of any maintenance problem. Notification can be in the form of fax, email or mail or by filling out the in-office maintenance request form. A serviceman is then sent to make the repair and to determine the cause of the problem. Our lease states specifically that "tenant caused" problems will be charged back to the tenant.

Some of our units allow pets with the payment of a \$250 (non-refundable) pet fee and an additional pet deposit of \$250. The pet deposit is refundable if there is no pet damage and the property is sprayed for fleas.

Leases on single-family homes also require the tenant to maintain the yard and ground. Clear Creek Rentals will maintain your yard if you want, but you will be responsible for the cost.

In summary, our rental application, lease, and maintenance and cleaning addendum along with a complete property condition and inspection report help insure that both the tenant and Clear Creek Rentals are treated fairly.

## Rental Payment Policy

**All** rental payments are due on the first (1st) day of each month.

- **LATE FEES** will be added on the 2<sup>nd</sup> day of the month.
- All funds received will be applied to account charges in the order that the charges were incurred, (First In-First Out).
- Pet fees and pet deposit are required to be paid in full, **prior** to allowing any animal on the property.
- Payments must be made by money order, cashiers check, personal check, debit card or credit card.
- **Personal checks will only be accepted on the account of the Lessee on the lease.**
- Only one check is allowed, multiple checks not accepted.
- **NO TEMPORARY CHECKS**
- **If we receive a return check for whatever reason, personal checks will no longer be accepted.**
- **Cash will only be accepted when paying the initial move-in deposit and rent or for**

**redeeming a return check.**

- Personal Checks will not be accepted for late rent payment after the 3rd day of the month.

**THERE ARE NO EXCEPTIONS TO THIS POLICY.**

**Pet Deposits and Pet Policy**

- Pets are allowed under certain conditions in some properties. However, when allowed, the following conditions **must** be followed:
- Only two (2) pets are allowed;
- The pet cannot exceed 30 lbs in weight;
- The pet must be either spayed or neutered;
- The tenant is responsible for the immediate clean-up of his pet feces;
- A pet fee of \$250.00 (Two Hundred and Fifty Dollars) and a pet deposit of \$250.00 (Two Hundred and Fifty) must be paid prior to having a pet (any animal) on the property;
- A pet is hereby defined and agreed to as: Any animal allowed on the property by the lessee, regardless of the animals origin, ownership or length of stay. (An example; a guest of the lessee, visiting with an animal (pet) will be construed as a pet of the lessee).

**ABSOLUTELY....NO** Pit Bulls, Rottweiler, German shepherd, Husky, Malamute, Doberman Pincher, Chow Chow, Great Dane, Saint Bernard, Akitas, Presa Canarios, or wolf-hybrids (regardless of size) are allowed on our rental properties. **NO EXCEPTIONS.**

**Parking**

The following guidelines are hereby instituted for benefit of the tenants. We hope that all tenants will abide by the guidelines; However, should a parking complaint be made, then this office will take corrective action against such violators.

**The Driveway**

- Is for residents only
- Guests are not allowed to park in the driveway of another unit. Residents are responsible for insuring that all guests are aware of this policy, and remove their vehicles immediately.
- Guest may park on the side of the street only on a short term basis ( 1 hour or less)
- Disabled vehicles, trailers, boats, motor homes, travel trailers and other such vehicles are not allowed in the community unless approved by management, and may be towed without notice.
- Parking is normally limited to two vehicles per tenant. Tenants with multiple vehicles must make arrangements for the extra vehicles before moving in.
- **No parking on the grass.** We have water lines and other utility lines all over the yard of each unit so please do not drive on the grass at all. This means at move-in and move-out too. There is a \$100 fine for doing so.

## **Maintenance of Premises**

Lessee/Tenant shall be responsible for repair or maintenance functions to include, but not limited to the following:

- Changing of air conditioner/furnace filters on a monthly basis;
- Resetting of circuit breakers or fuses;
- Unstopping plumbing (except that caused by tree roots or faulty pipes);
- Damage resulting from failure to promptly report to the lessor/landlord any malfunctions or abnormal operations of equipment within the rented property;
- Damage resulting from forceful entry or burglary;
- Changing of electric light bulbs;
- Tightening, of screws, nuts and bolts on hardware not requiring specialized training;
- Excessively high water or utility bills resulting from failure to report of obvious leaks;
- All screen repair, or replacement and repair, or replacement of all broken glass;
- Payment of any repair bill due to tenant request where no problem was found or corrected;
- Lighting of any and all pilot lights on gas fixtures; insuring the proper operation of smoke detector(s) and replacing the battery as needed. Lessee/Tenant may notify lessor/landlord of necessary repair or corrective action/maintenance and request assistance at lessee/tenant expense. Lessor/landlord will **not** pay for any repairs or billings charged to lessor/landlord by lessee/tenant.

For “**EMERGENCY REPAIRS**” and emergency repairs **ONLY...**

After office hours, Call **526-4316**

Emergency Repairs are those repairs needed immediately to protect life and property All other repair request must be submitted in writing to the office.

THIS NUMBER IS TO BE CALLED FOR EMERGENCY REPAIRS NEEDED AFTER THE RENTAL DEPARTMENT IS CLOSED. EMERGENCY REPAIRS ARE SUCH AS:

- GAS LEAKS
- FLOODING OF PROPERTY
- LOSS OF HEATING WHEN THE TEMPERATURE FALLS BELOW FREEZING

EXAMPLES OF NON-EMERGENCIES

- Plumbing stoppages
- Locked out
- Air Conditioner or appliances not working
- Noisy neighbors
- Broken windows, screens, etc...

## **Cleaning Requirements**

- Ceilings, walls and woodwork: Loose dirt will be removed from walls, and other surfaces. Blinds cleaned.
- Spots, dirt, grease, fingerprints and other marks will be removed from walls, baseboards,

window sills, doors and other woodwork. The element of fair wear and tear will be considered, but not abused.

- Nails and screws must be removed and the walls or doors and restored to their original condition. Holes or spots must be professionally restored.
- All decals, wallpaper or contact paper will be removed.
- All drawers, furniture and cabinets will be emptied, wiped out and left open. Closets and shelves will be cleared of hangers or trash. Kitchen cabinets are to be free of food particles, cleaned and left open. Dishwasher are to be cleaned and dry.
- Refrigerators: The refrigerator will be defrosted and thoroughly washed out with a mild detergent and then wiped completely dry. Turn the dial to the "off" position and be sure to leave the door OPEN. Exterior surfaces and the area behind and underneath the refrigerator cleaned, and the refrigerator returned to its normal position.
- Stove: Wire brushes or sandpaper should never be used. Easy off is a good product to use on the interior of the oven. NOTE: do NOT attempt to use a cleaning product on a self-cleaning oven. Oven reflector pans must be replaced if they cannot be cleaned like new.
- Light fixtures must be cleaned and equipped with working bulbs of proper size. Ceiling fans must also be cleaned and lights equipped with proper bulbs.
- All tubs, basins, sinks, toilets and tile must be thoroughly scrubbed, cleaned and dried.
- Air Conditioner and heater units and vents must be cleaned and a new filter installed and the access panel left off for inspection.
- Exhaust fan and vent-a-hood must be cleaned and free of all grease.
- All tile or wood floors must be cleaned and free of all marks, or tears.
- Garages and driveways must be cleaned and all grease and oil marks removed.
- Grounds must be neatly mowed and edged to include under porches, and in flowerbeds.
- Trash and other debris must be removed from the grounds.
- Windows and mirrors must be cleaned, inside out. Screens must be in good condition or they must be replaced.
- Fireplaces must have all ashes removed and fireplace cleaned.
- Carpets MUST be professionally steam cleaned and shampooed by an approved vendor. The receipt for payment of carpet cleaning MUST be presented to the rental department at time of vacating for verification. Self-carpet cleaning or rental equipment receipts will NOT be acceptable.
- Tenants that had pets on the property MUST have the property professionally exterminated for fleas and ticks, and present the receipt upon vacating.

These are the conditions in which your house should be in when inspected for vacating. If these requirements are not met, we simply hire someone to clean your property (see Addendum C) at your expense. Cleaning, repair, replacement charges will be deducted from your Security Deposit before any refunds are made. If you wish to make corrective actions yourself, a \$25.00 fee will be charged for re-inspection. It is your responsibility and to your advantage to leave your premises CLEAN and presentable.

### **Drug Free Policy**

1. A resident, occupant, guest or any person known to the resident shall not engage in criminal activity, including drug-related criminal activity, on or near the premises listed on the lease. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in section 102 of the Controlled Substance Act {21 U.S.C. 802}).
2. A resident, occupant, guest or any person known to the resident shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity; will not permit

the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaged in such act is a member of the household or a guest.

3. A resident, guest or any person known to the resident shall not engage in acts of violence or threats of violence; including, but not limited to, the unlawful display or discharge of firearms on or near property premises. A SINGLE VIOLATION OF THE ABOVE PROVISIONS SHALL BE DEEMED A DIRECT VIOLATION OF THE LEASE, AND CAUSE FOR IMMEDIATE TERMINATION OF THE LEASE TO INCLUDE ANY RIGHT TO OCCUPY PROPERTY.

PROOF OF VIOLATION IS NOT REQUIRED. TERMINATION SHALL BE BASED ON ANY EVIDENCE OR ARREST.

### **Smoke Detectors**

Maintaining the smoke detector is the Tenant's responsibility. However, the following information may be helpful:

#### **Testing**

The smoke detector should be tested on a regular basis. It is best to test it at the same time each month or to associate it with another event. For instance, you may test it every Saturday morning, every time you vacuum the carpet, or just before your favorite television show. Regular testing will insure that it will be working when and if it is needed. To test the smoke detector, simply press the button on the cover. It should make an ear piercing sound. If you have trouble reaching the button, you may use a pencil or even a broomstick to press the button. If the smoke detector does not work, replace the battery. If it still does not work or if your smoke detector operates on 110 volts then submit WRITTEN request for replacement and/or call the office.

#### **Battery Replacement**

When a battery gets low it will "chirp" every 30 seconds until the battery is replaced. DO NOT remove the battery until it can be replaced with a new one. Smoke detectors use an ordinary 9 volt battery.

#### **Steam**

Occasionally steam from cooking or the bath will setoff the smoke detector. Take the following steps:

- Open windows to allow steam to escape.
- Turn on Air Conditioner thermostat fan switch ON (not automatic). Return the switch to automatic when the detector is no longer sounding.
- Use a newspaper or a bath towel to FAN the smoke detector.

## Problem Prevention

### Winter Time

When temperatures fall below 30 degrees – particularly when accompanied by strong winter winds – dramatically increase the possibility of frozen water pipes and the resulting damage from bursting and flooding. It's important that you plan ahead. Inconvenience and financial loss can be reduced if you follow simple guidelines.

Take care to warn the premises before a major freeze occurs. Keep informed of steps that should be taken to prevent or reduce damage.

Specifically:

- Keep premises heated to at least 68 degrees F.
- Leave outside faucets running slightly (a small, steady stream of water). But don't allow outside faucets to flow into the street or onto sidewalks and other traffic areas.
- Hoses should be disconnected from outside faucets.
- At least one inside faucet – preferably more – also should drip lukewarm water so that both hot and cold pipes are involved.
- Pipes under the kitchen sink are particularly vulnerable. When extremely cold, sink cabinet doors should be opened to allow heat from the home to enter.
- All faucets should be checked before your retiring for the evening and again in the morning.
- If you are going to be away for any length of time, a neighbor or management staff should be asked to check pipes.

Should a pipe burst, the following steps should be taken immediately:

- Water should be shut off at the main valve. It's important that residents know beforehand the location of water valves.
- A service request must be turned to the office of Clear Creek Rentals.

Finally, a pipe doesn't necessarily burst the first time it freezes. Sometimes it takes several freezes and thaws before damage occurs. Residents should continue to take care.

Thank you for working with us to make the winter months more pleasant and worry-free.