

1953 Garden Avenue
Eugene, OR 97403
P: (541) 465-3825
info@mallardproperties.net
www.mallardproperties.net

Any closer, you'd be in class!

Rules & Regulations

2019

Welcome to your home away from home! At Mallard Properties, we strive for not only our success but also for our residents' success. This guide will help tenants become familiar with Mallard Properties Rules & Regulations, based on Oregon Landlord Tenant Act and City of Eugene Ordinances. It will also provide you with tips on how to make your stay with us easy.

Sections we will be covering:

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TENANT RESPONSIBILITY, REQUESTS
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MOVE IN WALKTHROUGH

At this point, you have more than likely received the keys to your new place! You have also received your **Walkthrough paperwork**. **IMPORTANT:** To help ensure that you aren't charged for existing damages, remember to turn your completed forms into our office by the due date. If Tenants do not report any defect within such time, the Premises will be deemed acceptable, ready for occupancy and in good order, and accepted by Tenants in their current condition. It is tenants' responsibility to report any defects in the Premises to Landlord in writing immediately.

MAIL FORWARDING

Contact the local post office to forward your mail to your new address. You can do this in person at 520 Willamette St., or online at www.usps.com. You will also want to write all tenants' names on the paper attached inside your mailbox. This will notify the letter carrier of the current tenants living at the address and will help make your mail delivery go smoothly.

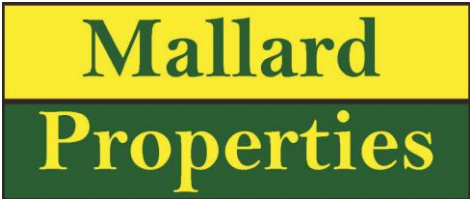
MAINTENANCE VIRTUAL TOUR

Designed to help our resident(s) save money by teaching you how to use the provided systems in your home and resolve the most common tenant billable maintenance requests. The best part, it is a Virtual Tour! No appointments necessary! This can be fit into your schedule when you have the time. Learn to reset your breakers, heaters, garbage disposal and much more. Can be found here:

<http://www.mallardproperties.net/maintenance-virtual-tours/>

REQUESTS

Please submit special requests regarding tenants lease contract, interior decorating, rent receipts, etc. in writing to our office.



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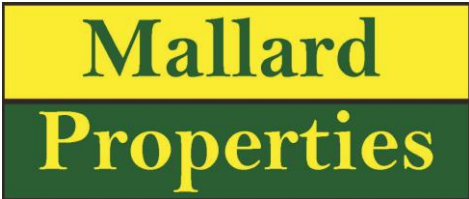
TENANT PORTAL/PAYMENTS

Be sure to set up your AppFolio online account by following the link in the email we will send you. Even if you have designated another roommate as the person who pays your monthly rent. This access allows you to pay the bill or put in a maintenance request. Keep in mind that your payments still have to come in as **one lump sum**. Rent is due on the 1st, grace period until midnight on the 4th; a \$50.00 late fee is incurred on the 5th. If you wish to pay your groups rent in advance, we can only accept two months' rent at any time. Other accepted forms of payment include personal check, cashier's check, and money order, **NO** cash accepted. Payments are to be from tenants' party to the lease agreement **only**, not from other sources of income (i.e. financial aid, family, employer, etc.). If hand delivering, a Drop Box located near the front door of our office is available for after hours drop off. If tenants prefer to mail a payment, please make sure that it is in our office **before** the 4th of the month. Your check should be made payable to **GORDON ANSLOW** and should be mailed to the above address. **NOTE:** For online payments, E-Check is a FREE service. If you decide to use a debit/credit card, there may be a non-refundable fee added to your transaction. This is not a Management kept fee, this is a fee charged by the debit/credit card companies and AppFolio. Allocation of Tenant Payments is as follows. 1) outstanding rent from prior months, 2) rent for the current rental period, 3) utility or service charges, 4) late rent fees, 5) other non-compliance fees or charges owed by the tenant under ORS 90.302, and 6) other fees or charges related to damage claims or other claims against the tenant. Access to this portal is a privilege and can be deactivated by Mallard Properties at any time if a tenant violates any one of the policies (see lease agreement).

MAINTENANCE

Our AppFolio Tenant Portal allows tenants to submit Maintenance Requests in addition to making payments online. All damage and/or malfunctions to the Premises should be reported immediately to Landlord in writing. Tenant's failure to properly ventilate and control moisture in the Premises may cause lifestyle mold. If maintenance has to clean up lifestyle mold that could have been prevented, labor will be billed accordingly to the tenants. Tenants cannot hire out their own contractors to make repairs unless previously approved by Landlord in writing. Tenants also agree not to allow any damage to or waste of the Premises, other than normal wear and tear that is reasonable for residential usage, and that Tenants will be responsible for all costs to return the Premises to the condition required by this Lease. Reasonable wear and tear does not include damage due to break-ins or intentional acts, whether by Tenants or third parties. All plumbing lines in dwelling units are in working order when tenants move in. Tenants are responsible for all damage to property or premises caused by clogged waste pipes, overflow of sinks, bathtubs, toilets, garbage disposals, dishwashers and washing machines. If tenants install a toilet tank cleaner, tenants are responsible for any damages caused by these products. They may void fixtures warranty and may cause the toilet to leak. We will not be held responsible for tenants' knowledge, or lack thereof, with what goes down a garbage disposal, and all other plumbing fixtures. Anything that goes down the garbage disposal from the day tenants' takeover is tenants' responsibility to pay to clear and /or return to working order. If the issue results from warranty or materials failure we will cover the costs. If it is due to tenants or tenants guests, the damage will be billed accordingly. Included but not limited to windows, doors, screens, plumbing, etc. Don't throw anything – food, trash, Q-tips, Kotex, Condoms, Tampons, toothbrushes, disposable razors, plastic combs – down plumbing drain lines. If that's what we find when we clean it out, tenants will be billed. All **approved** repairs will be completed by our choice of company.

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PARKING/VEHICLES

Only vehicles that are operational and that are registered, insured, and licensed may be kept on the property. Vehicle repairs are not allowed on site. All parking spaces are sized for COMPACT CARS and are for tenants parking only, **NO** visitor parking. Resident(s) are not permitted to park commercial vehicles on the property. All tenants' vehicles need to be pre-registered with Mallard Properties and parked in their space only. Vehicles not registered with us and vehicles that are improperly parked will be towed without warning, at tenants' expense.

RENTERS INSURANCE

We strongly recommend that every tenant purchase Renter's Insurance. This insurance is relatively inexpensive and helps to protect the tenant's possessions in case of theft, fire, water damage or other loss. The insurance may also protect the tenants in case he or she is responsible for any damage to the building or its contents. The owners of this building are not responsible for any theft or damage to the tenants' possessions including but not limited to damage by third parties, loss or damage due to thefts, damage to vehicles, damage from break-ins, or from any cause whatsoever, except to the extent such limitation is not permitted by law. Any tenant who causes damage to this apartment building will be held responsible for the cost of repairs. If tenants fail to secure such coverage, Tenants agree to indemnify and hold Landlord harmless from all claims for damages, reimbursement or contribution arising from damage to property of Tenants and property of Tenants' guests and invitees upon the Premises, and claims arising from personal injuries of any person upon the Premises, except to the extent such claims arise from Landlord's willful misconduct or negligent act, or such indemnification and hold harmless is otherwise prohibited by law.

LANDLORD RESPONSIBILITY

Owner/Agents are responsible for complying with the landlord tenant laws, state and local laws/ordinances to maintain an enjoyable living environment for all residents. If the Owner/Agent neglects to monitor and enforce these city regulations, they can be fined by the city (see *NOISE* section). Owner/Agents are responsible for maintenance repairs that are not tenants fault (i.e. roof repairs, replacing worn out appliances, etc.)

TENANT RESPONSIBILITY

To use the Premises in a reasonable manner and keep the Premises and personal property thereon clean and sanitary. We expect tenants to be responsible, polite adults. We expect tenants' behavior on the property will be quiet, courteous of neighbors and respectful of the Owners of the property. We further expect that tenants and their guests will **not** disturb and/or threaten the rights, comfort, health, safety, welfare, or convenience of others on or near the premises. Any damages to the building caused by tenants or their guest activities will be charged to the tenants and **can be grounds for eviction**.

LOITERING

Tenants and their guests are not to loiter in any other area other than tenants dwelling. This includes, but is not limited to: courtyards, hallways, stairwells, elevators, and entrances of buildings, building landscape, or parking garages.



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NOISE

We enforce all federal, state, and local law, at all times. Tenants shall limit sounds to a reasonable volume that will not disturb neighbors' peaceful enjoyment of the property. I understand and agree that I am responsible for damages and charges resulting from loud parties, disturbance of neighbors, etc., at Tenant's rented premises, including but not limited to fines and penalties assessed by the City of Eugene under its "social host ordinance," City Code Ordinance Number 20504. [For information, see: <http://www.eugene-or.gov/documentcenter/view/10635>] I understand that I am responsible for my guests' behavior. Fireworks are not permitted on the grounds.

PETS

Mallard Properties does not allow pets, of any kind, at any time, on the property without written consent of Landlord, any (1) dogs, cats or other animals (even visiting pets are not allowed without such consent). This rule applies to everyone. One dog or cat in a unit means someone with an allergy cannot live in that unit. If owner/agent has been made aware that you are in violation of the contract, you will be fined (see *finest* section).

ILLEGAL ACTIVITY

We forbid possession, sale, delivery, production, manufacture, or use of any illegal drugs or drug paraphernalia on the property. This includes Marijuana, medical or otherwise. Please report any suspicious activity to the manager.

ALCOHOL

Possession or consumption of alcohol in tenants' apartment or on the premises doesn't violate the law or our rules **if** tenants are of age. Behavior which otherwise violates these rules or law or the display of alcohol or alcoholic beverage containers in the presence of minors is prohibited.

CLEANLINESS

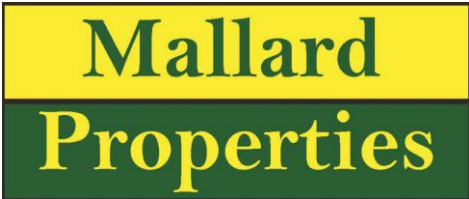
Keep tenants' apartment clean and clear of accumulations of debris, rubbish, and garbage. This includes but is not limited to: walls, carpets, floors, ceilings, sinks, toilet, tub, refrigerator, lights, windows, curtains, doors, and front porch area (the space in front of tenants' door and window). Remember, you will be responsible for cleaning the unit at lease ending. It is much easier to keep up on this task rather than try to play catch up later. Please don't store anything personal: boxes, bicycles, plants, furniture - on the walkways, parking lots, common areas, or upper decks. **There are to be no stickers, posters, decals, or signs in the windows, yard, or exterior of the building.**

SMOKE DETECTORS/OR CARBON MONOXIDE ALARMS

Tenants are responsible for keeping all smoke detectors and carbon monoxide alarms in the apartment clean and operational. If tenants can't reach them or are concerned they aren't working, please report this to us through a Maintenance Request.

SAFETY

Keep tenants door and windows locked. We believe tenants' apartment is reasonably secure: tenants' windows have latches and tenants' door have a locking door handle or deadbolt or both. Tenants are responsible for notifying management of non-working locks. Mallard Properties is not responsible for any tenants' personal belongings on our property at any time (i.e. break-ins). If tenants' don't believe these are working properly, or are insufficient, please let us know. We care about tenants' safety and security.



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LANDSCAPE/GARBAGE

Landlord will perform all lawn and landscaping care and may enter the area outside the dwelling unit for that purpose without prior notice. A professional landscaping company maintains the grounds weekly. Owner/Agent may provide residents with garbage and recycling services. If garbage and recycling services are provided, they will be picked up weekly. If you find the dumpster is full, please call our office to let us know so we can contact the garbage services for a pickup. Please put garbage in **(not around)** the dumpster. **Please keep the lid closed and lock the padlock after use.** Tenants who leave garbage outside their apartment or around the dumpster will be billed \$50 for violation of the contract. Do not discard cigarette butts, furniture items, mattresses/box springs, in or outside of the garbage area. See fees section for penalties.

KEY CARD ACCESS (If applicable)

If access to the interior corridors is controlled by an electronic key card/password system, each tenant will be given their own unique 5 digit access code and a key card. These keycards can be de-magnetized, so please keep them away from microwaves, cell phones, magnets, etc. **Do not give the access code to anyone else.** In the case of excessive use of tenants access code management, may, at its sole discretion, assign tenants a new card and code. Mallard Properties reserves the right to revoke the use of access codes for door entry resulting in card entry only.

Tenants should report lost or stolen key card immediately by calling the Mallard office. **DO NOT LEAVE THEM IN YOUR CAR AT ANY TIME.**

The cost for a new card and code is:

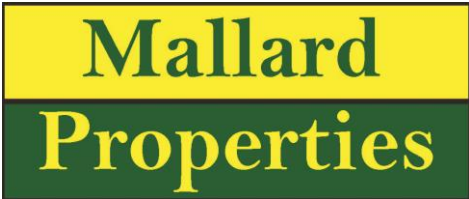
- First new card and code \$25
- Second new card and code \$35
- Third new card and code \$50

GARAGE (If applicable)

The garage door is a mechanical device and can be rendered inoperative at any time. The garage door was added to limit non-residents from accessing this parking area. No security measures are infallible, especially if defeated by tenants. Landlord shall not be liable for a temporary failure of the gate. Neither Landlord nor landlord's agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate and tenants agree on behalf of themselves. Landlord shall not be responsible for loss or damage to Tenants' property, including but not limited to damage by third parties, loss or damage due to thefts, damage to vehicles, damage from break-ins, indirect or consequential damages or from any cause whatsoever, except to the extent such limitation is not permitted by law.

SURVEILLANCE CAMERAS (if applicable)

The video feed is recorded and kept for reference in case there is an incident that requires verification of responsibility. Replacement of damaged cameras can result in a cost of \$500. Video footage is the property of Mallard Properties and will not be given to anyone but the police department. Tenants who have an incident that they need to review (i.e. car break-in) are welcome to set an appointment with management to view the footage at a cost of \$80 per hour with an \$80 minimum. Subsequent time is billed in 15-minute increments. There are no surveillance cameras inside the apartments.



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INTERIOR DECORATING

Small picture hangers are fine and allowed. Don't use screws or large nails longer than 1" on the walls. Don't stick anything on woodwork, including the doors. Please use the drapes or blinds we provide. Please don't attach wires, satellite dishes, antennas or similar to the outside of the apartment, to the railing or to the roof. Water filled furniture requires prior written consent from Mallard Properties.

FIRE SPRINKLER SYSTEM (if applicable)

This building was built to fire and building codes. That includes a complete fire sprinkler system with sprinkler heads in every room. The sprinkler system will automatically activate in case of fire. The system is monitored and maintained by a professional fire sprinkler company.

Do NOT hang clothes hangers from the sprinkler heads.

Do NOT swat the sprinkler heads.

Do NOT hold a flame to the sprinkler heads.

The system may trigger and severe water damage can result. Any person determined to be responsible for damaging the fire sprinkler system or triggering the fire sprinkler system in the absence of a fire will be held liable for all damages and changes that result, which can run to thousands of dollars.

BEHAVIOR & COMMON AREAS

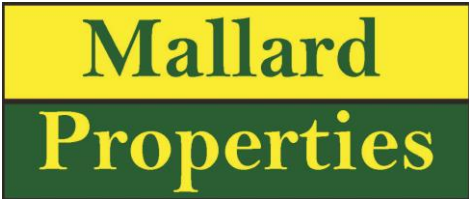
No one is allowed to climb in trees or on railings. Tenants or guests are not to shake out rugs, pour/spray liquids, or throw cigarettes over the railing. **No one is allowed on the roof.** No one is allowed inside the dumpster. Personal belongings are not to be in the common areas while not in use. Walkways and stairwells are to be used for walking to and from tenants' apartment only. They are not for lounging or loitering. There should be no personal items left outside of tenants' property or in the landscape. Outdoor type furniture is acceptable, while in use. Please refrain from storing sofas or love seats or other large furniture items on outdoor patios. Electric style BBQs are allowed, however, briquette and propane styles are not.

BIKE PARKING

If tenants' property includes locked bike storage a key will be issued to tenants **only**. Please do not give the keys out to others. Bicycles are not to block walkways or sidewalks. Please do not attach the bicycle to trees, railings, or stairways. This is a fire hazard.

VACATION NOTICES

Tenants shall not be absent from the Premises for more than **seven** days without first notifying Landlord of such absence in writing and paying rent for such period in advance. Any absence longer than seven days without such notice and payment shall be deemed an abandonment of the Premises. Tenant, and not Landlord, continues to be responsible for damage to the Premises in Tenant's absence; Tenant is responsible for preventing freezing of pipes and security of the Premises even while Tenant is absent.



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CONTACTS

Utilities

NW Natural Gas: (541)342-3661
Eugene Water and Electric Board: (541) 685-7000
Comcast: 1(800) 934-6489

Approved vendors

Locksmiths

Eugene Lock & Safe: (541)689-2277

Plumbers

Peterson Plumbing: 9541)343-9339

Carpets/Blinds/General Cleaners

Johnson's Carpet Cleaning: (541)746-3364
Affordable Blind Cleaning: (541)746-6650
Clean Solutions: (541)484-9060
Dream Clean: (541)968-6671

FEES

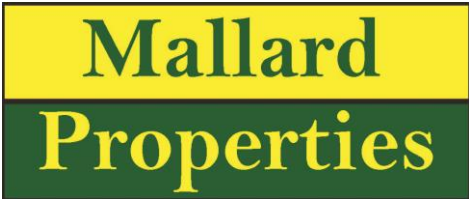
Violations not listed here will be addressed on a case by case basis except to the extent prohibited by law. FEES PAYABLE BY TENANTS FOR EACH VIOLATION:

- Late fee, if rent is not received by midnight, end of day, on 4th day of the rental period: **\$75.00.**
- Smoke alarm and carbon monoxide alarm tampering fee: **\$250.00 per occurrence.**
- Early termination fee (if the tenant terminates before ending date): 1½ months' rent.
- Dishonored check fee: **\$35.00, plus amount charged by the bank.** Subject to a late fee if rent not received by midnight on the 4th.
- Violation of a written pet agreement: **\$50.00.**
- Failure to clean up garbage, rubbish, pet waste or other waste: **\$50.00.**
- Parking violation or other improper use of a vehicle: **\$50.00.**
- Smoking in designated non-smoking unit or area: **\$250.00.**
- Keeping unauthorized pet on the premises: **\$250.00.**
- Late payment of utility charges owed to the landlord: **\$50.00.**

TEMPORARY OCCUPANTS/GUESTS

No more than the stated number of persons designated in the rental agreement shall occupy the unit. **No extra persons** are permitted to occupy the unit. Tenants shall not transfer their interest to or in this contract, nor shall tenants assign or sublet said premises. If you will be away from the property for an extended period of time, are planning on returning but would like someone to stay in your place; you will want to complete a Temporary Occupant agreement. You will need to come in with the Temporary Occupant, and the Temporary Occupant will need to bring in an Application to Rent with Guidelines and a photo ID. They are not a tenant, so they can be asked to leave at any time. They cannot pay rent for the group, or turn in maintenance requests on behalf of your group.

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EMERGENCY PROCEDURES

Management’s definition of emergency prevails. Management considers the following to be a maintenance emergency: **Safety & Security** meaning somebody broke a window or an exterior entrance door, or another imminent hazard to life or property exists. **Water Pouring** from somewhere it shouldn’t and you can’t turn it off. **All other** maintenance inconvenience (i.e.: clogged toilet, lock-out, someone in your parking space, etc.) will have to follow protocol in written request via maintenance request.

OFFICE CLOSURES

New Year’s Day - Memorial Day - 4th of July - Labor Day - Thanksgiving Day – Black Friday
Christmas Eve & Day

I have read and understand these rules. I agree by my signature that they are incorporated into the lease. I agree to abide by them and understand violating the rules is grounds for termination of tenancy.

Sign

Date: _____

Sign

Date: _____

Sign

Date: _____

Sign

Date: _____

Sign

Date: _____