



Student

www.downtownkutztown.com

Welcome to your Eagle Point Residence!

Firstly, thank you for choosing an Eagle Point property for your housing needs. It's exciting for us to know we can help get the most out of your experience by providing you with the best possible living conditions and environment. It is our goal to ensure that you are satisfied at all times, and doing so will require a cooperative effort between us, our team and you. Please take the time to read this handbook so that we are all working together to uphold the safest, cleanest, and most inviting living environment possible. This handbook covers all general and overarching policies, while specific addendums may spell out specific rules for your residence.

The contents of this handbook are an extension of the policies and guidelines of the Lease and are subordinate to the terms and conditions of the Lease. The handbook simply elaborates on the rules, responsibilities, and terms of the Lease, as well as outlines procedures and protocol for certain events and circumstances that may arise. It is important that you read and familiarize yourself with the handbook's content since you are responsible for its terms and policies by signing the Lease. Some situations may be outside the scope of this handbook, and therefore, we reserve the right to change its content as we believe necessary, and if applicable we will notify you and other residents if any changes occur. If you need additional information or have questions, please do not hesitate to contact us at any time.

When reading through the handbook, be aware of the terminology used. Any term defined in the Lease will retain its meaning. Therefore, "you" and "your" refer to the residents on the Lease, and "we", "us", or "our" is Management and/or Landlord.

Please feel free to contact us if you have any questions or concerns relating to the Lease, Handbook, or any other matter.

We look forward to working with you,

Eagle Point Management

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TERMS OF TENANCY

The following section is intended to help explain important aspects of the Lease and answer common questions concerning its terms and conditions.

ASSIGNMENTS OR SUBLEASES BY RESIDENT

Assignment is the legal term for a transfer of the lease from the Resident to another person. This other person then becomes the Management's new Resident, and he/she will be subject to the lease agreement.

Resident agrees not to assign (transfer) all or part of the leased premises to anyone else without the Management's consent.

Sublease is a separate lease between the Resident and another person who leased all or part of the leased premises from the Resident.

Resident agrees not to lease (sublease) all or part of the leased premises to anyone else without the written consent of the Management.

Resident agrees that if the Resident transfers this lease (assigns) or leases (sublease) all or part of the leased premises to another person, the Resident has violated this lease.

FURNITURE

Your apartment may come fully furnished. Furniture may include a leather couch, leather love seat, coffee table, entertainment stand, 55" SMART TV, in living room, dining room table with enough chairs for each person per bedroom, and full-sized bed, hypoallergenic mattress, 2 dressers, desk with desk chair in each bedroom.

You are allowed to rearrange the furniture to your liking, but please be careful not to damage floors and walls. You are NOT allowed to hang the TV. Any damage to the furniture during your stay will be evaluated and charged to you at move-out. A fee of \$50 per item will be charged upfront for each piece of furniture that you want removed from the apartment no later than one month prior to moving in. Any requests made after that deadline will incur additional fees and be subject to approval.

KEYS & KEY RELEASE

Any keys or other entry devices given to you by the Management are intended for your use only. Duplicates are only to be made by Management, and all entry devices are to be returned at move-out. You are prohibited from changing locks or in any way denying Management entry into your unit. If you require us to provide you with a replacement key(s), a fee may be assessed. Management cannot guarantee how quickly a replacement can be furnished. You are prohibited from providing anyone not on the lease with a key unless authorized by Management. We respect your privacy and will follow the guidelines concerning staff entry into your unit.

Padlocks are forbidden on any doors. Unapproved locks will be removed by Management if they are found, and Resident will be financially responsible for repairs and costs associated with the removal or changing of such locks.

LATE RENT & RETURNED CHECKS

You will be charged a late fee(s) according to the terms of the Lease if your rent check is late or returned. Rent is only considered on time if it is received by the date specified in the Lease, unless explicitly described otherwise. A non-sufficient funds fee, plus any applicable late charge(s), will be assessed on all checks returned by the bank. Returned checks must be redeemed by money order, cashier's check or cash within 5 days of notification. After two returned checks, we will no longer accept personal checks or permit online payments from you for rent payment or any other charge(s), and you will be required to pay by bank check, money order, or cash. If you have any outstanding invoices, your current month's rent payment will be allocated to those charges, and late fees will be assessed to your current rent if it is not paid in full.

LEASE

The lease outlines specific criteria and terms of your tenancy, such as duration and rental rates. Refer to your lease for clarification about the details of your tenancy. One paper copy of the lease will be given to each Resident on request. A copy of your Lease is available on your tenant portal under shared documents.

OCCUPANCY

The number of occupants is limited to one person per legal bedroom unless otherwise stated in the Lease agreement.

ON-SITE BEDROOM OR UNIT TRANSFERS

During the Lease term, any Resident who wishes to transfer to a different bedroom or unit from the one originally assigned by Management must get written approval from the Management prior to the move. Upon Management's approval of the transfer and the signing of a Transfer Addendum by Resident and Management, a transfer fee of \$250 will be charged to the Resident being transferred. Any deliberate, unapproved Resident transfers will be subject to a transfer fee of \$500 per Resident.

PARKING PERMITS

All parking rules and regulations will be enforced per the terms of the Lease or any parking addendum, including the duration the parking permit is valid. If required by your rental unit, your vehicle is subject to being towed if it is occupying another person's parking spot or fails to display the appropriate parking permit. We reserve the right to revoke a parking permit for any reason. We assume no responsibility for any damage that occurs to a guest's vehicle that is parked at any of our locations. Please see the Parking Agreement for specific parking rules (if applicable).

PAYMENT OPTIONS

The following methods are acceptable for submitting payment(s) & apply to any type of charges,

- At the Management Office (334 West Main Street Kutztown)
Rents may be submitted at the Management Office. For your convenience, there is a collections box at the Management Office to submit payments after normal operating hours.
- Online
(www.eaglepoint.appfolio.com/connect/)
- By Mail (Sent to 334 West Main Street Kutztown, PA 19530)
Checks can be mailed to the office address. If mailing, the date of payment is determined by the date "postmarked" by the mailing service. Checks can be made payable to "Eagle Point Management."

PETS

Pets may or may not be allowed at your rental location; however, pets are only permissible if they have been approved in writing by Management. Without the proper approval and registration, pets are strictly forbidden. All pet fees will be outlined in the Pet Addendum. If pets are not permitted or are not properly registered, any Resident found in violation of this section will be fined a minimum

rate of \$200 per day until the animals have been removed. This includes animals that are said to be “visiting.”

Before you acquire a pet while living at the community, you must:

- Notify Management immediately to request pet paperwork.
- Pay the applicable pet fees.
- Gain written consent from all your roommates on the required forms. Management will verify this consent. If all roommates do not grant permission, then pets will not be allowed.

The following guidelines and regulations will be honored and enforced in relation to having a pet in your residence. These only apply to rental units that allow pets:

- Management reserves the right to set limits on the number of animals per residence.
- Pets must be registered and inoculated in accordance with local laws/ordinances, and they must wear proper identification tags.
- The only pets permitted are the animals agreed upon by Management during the signing and submission of the Pet Addendum.
- All dogs & cats must be spayed or neutered. Cats must also be declawed.
- Pets must be kept on a leash and adequately supervised when on the community premises. You are completely responsible for and liable for any damage or injuries caused by your pet.
- If designated by Management, you must comply with any rules outlining acceptable areas to walk your pet. You are responsible for cleaning up after your pet. Fines will be assessed for failing to do so.
- If you are unable to comply with these rules or get sign-off from Management or your roommates you will be required to remove the pet from the property immediately. “Pet sitting” is never permitted.
- Failure to notify Management of a pet or failure to adhere to any rules outlined in the pet addendum or lease will result in total loss of security deposit by all Residents of the residence. Additional fees can also apply, and completion of all required forms will be required to comply with all additional pet rules.

Please note, Emotional Support Animals and/or Service Animals also require a proper approval process and are subject to all corresponding addendums, rules, and regulations.

RENT PAYMENT

Rent is due on, or before, the date outlined in your lease. Per company policy, we only accept the following methods of payment (Note: this policy pertains to any and all charges you might be paying):

- Checks (including personal, cashiers, and business checks)
- Money Orders
- Electronic (e-check) checks
- Credit and/or Debit cards (additional fee)
- Cash (payable only during office hours)

To ensure efficient and accurate recording, please be sure to clearly specify the following information on your rent payment or other charges:

1. Your **Name** and **Unit**
2. The relevant **Charge(s)** being paid

RIGHT TO PRIVACY

Management will not give permission to enter your apartment without prior notice, nor will any resident's phone number or personal information be given to anyone without consent. However, there are exceptions to when our staff has consent to enter your home without consent, this may include, but is not limited to:

- Emergencies
- If you have abandoned the unit
- To perform necessary maintenance
- To perform agreed upon services
- Health and safety inspections
- Any other situation permissible by law

ROOMMATE REMEDIATION

An internal conflict between you and your roommate(s) is not grounds to terminate the Lease. Management is not responsible for resolving these conflicts. If needed, we will assist you in formulating an appropriate resolution; however, it is up to you to ultimately resolve the conflict. If conflict involves more than just personal disagreements, such as any illegal activities, law enforcement personnel should be involved to the extent needed. Management staff are not law enforcement officers and cannot resolve such matters. Management will make all efforts to assist in assigning roommate(s) that match your living habits, but disputes are equally common among friends as they are with assigned roommates. Residents are

expected to handle these conflicts maturely and only involve Management once all conflict resolution efforts have been exhausted.

UTILITIES

The Lease specifies which utilities, if any, are included in your rent payment. You are responsible for all utilities not explicitly defined in your lease as being included in your rent payment:

- If necessary, contact the utility company and put the specified bill in your name. This must be done within one business day of move-in. The move-in package contains contact information and instructions for the utility companies. You are responsible for reimbursing Management for any usage charges incurred for not putting the account under your name within one business day of move-in, as well as paying a fine assessed by Management for not completing this task. This is only for utilities not included in your rent. Refer to your lease for what utilities are and are not included.
- Choosing whose name any utility bills are put under is the decision of the residents of each unit. Management does not determine whose name is on each bill. Management is not responsible, nor will they participate in collecting unpaid utilities from Resident(s) within each unit (if bills are split among a group).
- If utilities are billed to you from Management, you will be notified via email and charges will be applied to your account. Payment is due within ten days.
- Submitting payments directly to the utility company for all charges billed. Management will have no participation in the communications between you and the utility company or a third-party vendor that collects utility payments. You are completely responsible for any and all interactions related to the utility company, including, but not limited to billing, payments, and maintenance.
- It is your responsibility to contact the utility provider and have the utility removed from your name at the end of your Lease term. You are not permitted to cancel the service prior to the end of the lease. You are responsible for reimbursing Management for any usage charges incurred for taking the utility out of your name prematurely, as well as paying fees assessed by Management for doing so.

We are very mindful of the need to be “green” and when it comes to energy consumption and environmental responsibility. We explore many ways to reduce our energy footprint and ask our residents to do the same. Simple things like turning off

the lights when not in use, conserving water and adjusting your thermostat go a long way to saving you money and helping the Earth.

If internet is provided to your property and paid for by the Landlord under your Lease terms, you must supply a router at your own cost. All tenants are permitted two devices connected at any given time. Guests of tenants are not permitted use of internet.

VACANT BEDROOMS

Vacant bedrooms are to be locked and unoccupied at all times. If we discover that a vacant bedroom has been broken into and is being used, you and your roommates will be assessed rental payments from the date of the last inspection to the date of us finding out of the situation. If applicable, you will be liable for all repairs and damages. This action may be referred to the police as breaking & entering. (This policy applies to the “rent-by-bed” lease structure). In “rent-by-unit” buildings, residents have full access to their apartment and extra bedrooms can be used at their discretion.

MAINTAINING YOUR UNIT

24 HOUR EMERGENCY MAINTENANCE SERVICE

We do offer a 24-hour emergency maintenance reporting service. Please use your best judgment when determining the severity of the situation. The following list is an example of common emergency situations.

- No heat or AC when temperatures are less than 50 degrees or higher than 85 degrees.
- Utility failure such as no water, electricity, or gas.
- Overflowing toilet that will not stop overflowing when water has been shut off.
- Broken water pipes, leaks, and severe backups.
- Malfunction of essential appliance.
- Lock outs:

Note: If you lock yourself out of your unit and your roommate cannot help you access your unit, notify Management of the situation. A fee of \$75 will be assessed for lock-out requests that occur after regular business hours.

ANTENNAS/SATELLITES

Installation of antennas or satellites outside your apartment is prohibited unless Management approves it in writing prior to installation. If you wish to install a satellite, you must send in a written notice to Management prior to installation. You may be asked for an additional security deposit prior to installation. The installation of the satellite cannot require drilling holes or any other damaging means of affixing it.

EXTENDED LEAVE CHECKLIST

If you are planning to leave for an extended period of time, such as during a Holiday break, and your unit will be empty, it is your responsibility to perform the following precautions to avoid any undue damage and distress during your absence:

- **Set the thermostat to 60 degrees Fahrenheit or low for electric heaters.** This is to avoid damage occurring to the unit or your personal possessions due to pipes freezing. If you fail to take this precaution, you may be liable for damage to your apartment and any other affected areas.
- Secure or travel with any valuables.
- Make sure all windows and doors are locked.
- Remove all perishable food items.
- Do not leave any indication that you will be away for an extended period of time, such as a note or Facebook status.

EXTERIOR DECORATIONS & ALTERATIONS

It is prohibited to make any structural changes or additions to the exterior of your apartment, which includes balconies and/or patios. Welcome mats are permitted; however, Management reserves the right to ask for removal of any decoration that is deemed distasteful or unwarranted.

FLAGS & SIGNS

Signs and banners may not be hung from patios, balconies, windows or any other area that would be visible from the exterior prior to approval by Management. We permit American flags & University specific flags to be flown tastefully. Management retains the right, in their sole discretion, to determine the definition of “tastefully.”

FREEZING WEATHER

If freezing weather is expected, open the cabinet doors under the kitchen and bathroom sinks so that the exposed plumbing fixtures do not freeze. Make sure that the thermostat is set to at least 60 degrees or low on all electric heaters.

INTERIOR DECORATIONS AND ALTERATIONS

Your apartment is your home, and we want it to feel like it. Before you go nailing holes in the walls and taping up posters, there are a few things to consider: Interior decorations are encouraged, granted they do not cause damage, are permanently affixed, or compromise the comfort of your roommates. Stickers, glow in the dark stars, sticky tack, wall decals, LED light strips and other adhesives are prohibited. **If a Resident chooses to install LED lights strips, they will be charged a fine regardless of whether there is damage or not.** Residents should only use thumb tacks, push pins or picture frame hangers. Residents should refrain from using large or long nails or screws. Residents shall not paint any walls, trim, or any fixed assets of the unit unless agreed to by Management in writing. You are responsible for the damage caused or labor required to restore walls, ceilings, cabinets, or doors to their original state caused by such substances or products. You must obtain written permission from Management to do any repairs, paintings, wallpapering, carpeting, or make any other alterations. **You are responsible for returning the interior of your apartments back to its original condition.** Prior to moving out, all hooks, nails, tacks and the like must be removed from all walls, ceilings, and doors. You are responsible for the expenses required to restore the walls, ceilings, and doors to their original condition.

Under NO circumstances may any furniture, appliances, or fixtures provided by Eagle Point Management leave the leased apartment, even for a short period of time. All furniture, appliances, and fixtures MUST remain in place inside Resident's apartment.

MOLD/MILDEW PREVENTION

You acknowledge that it is your responsibility to provide appropriate climate control, keep the apartment clean (including regular cleaning schedules); and take common sense measures to prevent mold and mildew from accumulating in the apartment. This includes:

- Removing any visible moisture accumulation from in or on the premises (including walls, windows, floors, ceilings, and bathroom fixtures).
- Mop up any spills and thoroughly dry affected areas.

- Make appropriate use of exhaust fans / windows in the kitchen and/or bathroom(s).
- Maintain reasonable temperature and humidity levels in the premises.

You agree not to block or cover any of the heating, ventilation, or AC ducts in the apartment. If you notice any indication of the presence of mold that can't be cleaned with common household cleaner and towel, a water leak, malfunctioning of any heating, ventilation, or AC systems, or inoperable windows, please notify Management immediately. You shall be liable for any damage to your own property and for any and all damage to premises or other property as a result of resident's failure to comply with these terms.

PATIOS/BALCONIES

If you have a patio or balcony, you must keep them clean. They are not to be used for storage and heavy or unsightly items are strictly prohibited. Only outdoor furniture and related items are to be used to furnish them. Grills are strictly forbidden on patios or balconies. Upholstered furniture is prohibited at all times.

PEST CONTROL

Eagle Point Management contracts annually to employ a professional third-party pest control company. Per that contract, all leased premises are serviced on an as needed basis and monitored several times a year to preserve a pest free environment. Management will assume responsibility for pests within the first fourteen days of the lease term. Within these first fourteen days, you must notify Management in writing if you believe there are any pests in the premises at that time. Failure to notify the Management of any pest infestation within the first fourteen days constitutes an acknowledgement by you that the premises are pest free at the time of occupancy. After such time, it is deemed that your living conditions were the cause of any such infestation. *Note – this also applies to rodents and any other animal or creature. As a Resident, you agree to prevent and control possible infestation by adhering to the following list of responsibilities:

- All furniture, mattresses and personal property must be pest-free at move-in.
- You shall report any pest infestation problems immediately to Management.
- You will cooperate with pest control efforts. Resident's leased premises must be properly prepared for treatment, including but not limited to allowing any inspector right of entry, moving personal property to allow access to all areas of the leased premises, and laundering or otherwise caring for personal property in the premises before, during, and after treatment of the premises. Resident must

comply with all recommendations and requests from the pest Management specialist prior to treatment. Resident agrees to reimburse Management for expenses including but not limited to pest Management fees and attorney fees that Management may incur as a result of pest infestation in the Leased Premises that occur after the first fourteen days of occupancy. Resident agrees to hold Management harmless from any actions, claims, losses, damages and expenses that may occur as a result of such a pest infestation. It is acknowledged that Management shall not be responsible for any loss of personal property to Resident as a result of an infestation of pests.

PROHIBITED STORAGE AREAS

Aside from balconies and patios, it is also prohibited to use public areas, such as hallways, walkways, or entrance ways for storage. In addition to the aforementioned areas, certain in-unit areas should not be used for storage, such as utility closets that contain water heaters, AC units, and other equipment. Attics and basements are off limits unless otherwise specified in your lease. If you use prohibited areas as storage, your possessions may be impounded and can only be redeemed by submission of payment of relevant fees.

REPORTING SERVICE REQUESTS

Requests for maintenance to your unit should be submitted as soon as the issue is brought to your attention. This is to help ensure we can maintain your comfort and convenience, as well as to prevent the situation from worsening or causing other issues or damage. You can report services requests directly to Management. Requests can be sent via email, through your Resident portal, in person during office hours, or by phone. If a request has not been addressed properly, we ask Residents to contact Management in order to correctly solve any issue.

SMOKE ALARMS AND FIRE PREVENTION SYSTEMS

Safety and security of Resident are of the utmost importance to Eagle Point Management. There will be a \$500 fine per incident for any tampering with a smoke detector (i.e., removing batteries, removing device, covering the device with plastic, etc.), unnecessarily discharging a fire extinguisher, pulling emergency fire alarms in non-emergency situations, pushing the emergency call button in an elevator in non-emergency situations, and/or tampering with any sprinkler head. The person found in violation of these acts, or anyone found to be an accessory to said act, including the

Resident(s) who provided access to the perpetrator if the perpetrator is not a Resident of Eagle Point Management, will be held fully responsible.

After moving in, Resident is responsible for keeping the smoke detector in working order. Resident agrees that it is Resident's duty to test the smoke detectors on a monthly basis and replace low or depleted batteries. Resident further agrees to notify the Management immediately through a Work Order of any problem, defect, malfunction, or failure of the smoke detector(s) (aside from needing batteries replaced) and to notify the Management through said Work Order of the need to install, inspect, or repair the smoke detector(s). Upon receipt of Work Order, Management agrees to repair the smoke detector within seven days, assuming availability of labor and materials. Management can require Resident to pay in advance all costs relating to the replacement or repair of a security device, if due to Resident misuse or damage.

Resident may not remove, disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working one. If Resident does not comply with this requirement, they may be subject to damages, civil penalties and attorney's fees under State law.

Resident must follow all fire safety guidelines outlined in this Lease. If said guidelines are not followed and multiple false fire alarms are reported within our system for any one apartment, the following steps will be taken: For the first two false alarms, Resident will receive a warning and information on how to prevent future false alarms. For the third and all subsequent false alarms, Resident will be fined \$200.00 per false alarm, whether it is triggered by smoking, unattended cooking, cooking in a dirty oven or cooktop, or any other prohibited and/or dangerous practice. If there are multiple false alarms, the cause of which is determined to be dirty burner pans and/or cooking surfaces, Management will employ a professional cleaning crew to clean the stove at the Resident(s)'s expense.

Management is not liable to Resident for any personal injury, damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightening, wind, explosion, theft, vandalism, or surges or interruption in utilities, except to the extent that such injury, damage or loss is caused by Management's gross negligence. Management has no duty to remove ice, sleet, or snow, but may do so in whole or part, with or without notice to Resident.

WASTE MANAGEMENT

We know you want a clean community as much as we do, and we would appreciate your collaboration in keeping the community free of litter. It is your responsibility to properly dispose of trash bags and other garbage into the community dumpsters or trash collection areas. Do not place forbidden (paint, chemicals, motor oil, mini-fridges, TV's etc....) or hazardous materials in the trash receptacles. Trash removal immediately around the residence is the responsibility of the Residents. We reserve the right to impose fines for violation of any waste Management rules. This includes fines for trash on the premises that is not picked up and disposed of properly in a timely manner. Please note, there is a charge for bulk trash items (ex: mattresses, dressers, sofas, etc.). Items can be called into the borough at 610-683-3202. Management will bill back Residents for the cost related to the bulk trash pickup not called in for pickup.

WINDOWS & DOORS

It is prohibited to obstruct your apartment's windows and doors. Doors and windows are considered fire escape routes and it is essential for safety that they are passable in case of emergency. Do not remove the blinds already installed in your apartment. If you alter the appearance of your windows (i.e., draperies, curtains, blinds, window, or window paint), you must restore them to their original state prior to the end of the Lease, and you will be liable for any damages or expenses resulting from the alteration. Besides blinds and drapes, nothing can be placed over your windows or in the windowsills that can be seen from the exterior of your apartments (i.e., aluminum foil, cardboard, signs). You are responsible for any damage caused by leaving your windows or doors open.

GUIDELINES & RULES

Each rental location has its own particular set of rules and guidelines depending on configurations, parking, units and the like. However, in general, Management is responsible for, and has the authority to uphold the rules and guidelines. Illegal and criminal activities are strictly prohibited within all communities. Noise, privacy invasion, and other resident complaints will be investigated and dealt with on a case-by-case basis. Any action in direct violation of a Lease is punishable by fine, the rules outlined in the lease and in certain circumstance, immediate termination of tenancy.

It is required that all residents be mindful of the responsibilities and limitations of neighborhood style living. Each resident is entitled to the rights and opportunities

outlined in their Lease, including the right to privacy, right to access and use of amenities, and the right to certain personal comforts such as, but not limited to, a reasonable noise level and a safe environment. Management is committed to assisting all residents and therefore is required to uphold guidelines in order to ensure that their residents have a pleasant and enjoyable living experience.

COMMERCIAL ENTERPRISES

Commercial enterprises are prohibited on the premises.

GUEST POLICY

The following rules are to ensure a comfortable environment for all residents and roommates. You are solely responsible for the actions of any guest(s) as well as informing them of all rules and regulations. Any exceptions to these rules must first be presented to Management and approved in writing by Management. If a roommate is violating this rule please contact Management in order to help with the issue.

- One guest per resident is permitted at a time for no more than three consecutive days.
- Guests that reside at the premises on multiple occasions may be in violation of the occupancy rules of the Lease. This may result in fines, trespassing charges, or other legal means necessary to resolve such an issue.

MAIL DELIVERY

If the United States Postal Service (USPS), UPS, FedEx or other service does not sort or deliver mail to the correct location, Management or Eagle Point, does not assume responsibility for any lost or damaged mail. Please note, Eagle Point Management does not determine package drop locations.

NOISE POLICY

Living in an apartment community or neighborhood is an opportunity to be part of a social environment while still being able to enjoy your own personal space and comfort. Residents are required to not cause undue, excessively loud noise levels that may disturb other residents. We will investigate any complaints we receive concerning excessive noise levels. Repeat offenders are subject to fines, loss of security deposits, possible eviction, or other appropriate action. We ask our residents to be patient with their peers and for all to be respectful of one another.

OFFICE HOURS

Office hours vary, particularly during the different seasons. Traditionally the office is open Monday-Fridays during standard business hours (8:30-4:30). Open/Closed signs are always posted. Appointments are always welcomed, and the staff will arrange for early, late, and weekend office hours if requested.

PARKING

As a general rule, parking lots are reserved for motor vehicles belonging to residents, staff and maintenance vehicles. Parking trailers, boats, and other unusually large or situation use vehicles in the property's parking lot is prohibited. We are not responsible for any damage that occurs to you or your guests' vehicles while parked in any of our lots. Be aware of any specific parking restrictions, such as in emergency spots and in front of dumpsters. Any vehicles discovered to be illegally parked may be towed at the owner's expense. If you live in a unit that requires a parking permit, you must clearly display it on the passenger's side of the windshield, lower corner of your car at all times. Any unmarked cars may be towed at the expense of the owner.

PARTY POLICY

Social gatherings are permitted. However, any activities that pose a potential safety threat or could cause damage to the interior of your unit or any other aspect of the residence are strictly prohibited. You are responsible for any damage caused by your guests. We will report any criminal or illegal activity that occurs during parties. You are prohibited from disturbing or disrupting other residents due to the noise level caused by you or your guests during social gatherings. Fines may be imposed for disruptive conduct that results in Disruptive Conduct Reports (DCR), citations or arrests, and/or complaints from neighbors. Also, you are prohibited from hosting events that provide the opportunity for damage to occur to the property. In particular, you must recognize the following guidelines as rules that if broken are punishable by fine or other action deemed necessary (including immediate eviction and/or loss of security deposits).

- Social gatherings must end by 10pm.
- Gatherings are only for a limited number of guests to be determined by Management. Seek specifics from Management if you plan to have a gathering.
- No social gatherings are to be held during exam periods.
- Management retains the sole discretion on approving social events.

- Management may not be denied access to units when checking on social gatherings.
- No kegs are permitted. Presence of a keg will result in fines or eviction.

If a rental unit receives more than one Disruptive Conduct Report issued by the Borough of Kutztown, Resident's will be immediately evicted from the premises.

ROOF & FIRE ESCAPES

Fire escapes are never to be used as entrances or exits (except in the case of an emergency). All fire escapes must be kept clear of any obstructions at all times.

Roofs are strictly off limits. Residents and/or guests are not permitted on the roof at any time or for any reason besides emergency evacuation. If any roof leaks occur due to misuse, fines will be levied against offending residents.

SMOKING

Smoking and/or vaping is prohibited in the apartment and building.

VEHICLE & PERSONAL PROPERTY MAINTENANCE

Auto repairs, as well as unusually large projects, are not to be performed on the community's premises.

SAFETY & SECURITY

EMERGENCY SITUATIONS – POLICE OR MEDICAL

- Emergency Protocol:
 - Dial 911 for police or medical emergencies. DO NOT call the Management office first.
- Fire Safety Guidelines:

Disabling or tampering with a fire extinguisher, pull stations, sprinkler heads, or smoke detectors is a violation of the law and may lead to fines, loss of deposit, legal action and possible early termination of the lease.

Preventative measures include:

- Let cooking grease cool and then pour into a metal can. Never pour hot grease into a plastic container. Do not put water on a grease fire.
- Do not leave any item cooking on the stove unattended.
- Avoid cooking while intoxicated, taking medication or when drowsy.
- Test smoke detectors monthly.
- In the Event of a Fire:
 - Call 911 if there is fire or smoke.
 - If you are in a room full of smoke, crawl on your hands and knees as the cleanest air is near the floor.
- Severe Weather Guidelines:
 - Ensure that you have a functional flashlight, with extra batteries or other battery-operated source of light in case of electricity loss.
 - For more information concerning planning for severe weather situations, visit FEMA's website: http://ready.gov/make_a_plan.html.
- In the Event of a Severe Weather Storm
 - You should obey all evacuation orders issued by local, state, or federal agencies. Do not wait for instructions from Management.
 - Keep up to date concerning severe weather developments.

INSPECTIONS

You will receive notification if and when we will be conducting Health & Safety Inspections. If applicable, notices for remedial action will be emailed to all residents of each unit. Fines will be included if necessary.

PROHIBITED ITEMS & PERSONAL PROPERTY

- *Grills*: it is in violation of fire regulations to store or use grills in or around your unit. In consideration of these regulations and your safety, it is prohibited to have grills on your patios or balconies. Grills can only be used in accordance with local ordinances and property rules.
- *Hazardous & Illegal Items*: you cannot possess any hazardous or illegal items on the community premises including, but not limited to, firearms, explosives, and illicit substances.
- *Unusually Heavy Items*: you cannot furnish your unit with unusually heavy objects including, but not limited to, pool tables, water beds, and weightlifting equipment.
- *Fire or Fire Pits*; No fires or fire pits are permitted on the premises. Charges may apply for any damage that results from a fire or fire pit.

PROTECTING YOUR PERSONAL PROPERTY

It is your responsibility to account for your personal property while on the premises. Do not leave any of your possessions in common areas (i.e., laundry rooms, hallways). Always, be sure to lock your unit for increased security. If applicable, ensure your vehicle is locked. Be aware of the risks of leaving furniture or other outdoor items on your patio or balcony and properly secure them if needed. Public fixtures and trees cannot be used to secure possessions.

PROTECTING YOURSELF

Security and safety device disclaimer: We have no duty to furnish alarms, security guards, or other security devices, except where required by local code or law. If we furnish any security devices, we have no obligation to inspect, test, or repair these devices unless you request us to do so in writing. Any security devices you install must comply with Landlords rules and regulations (i.e. Video Camera Policy) as well as all applicable laws/ordinances.

Using common sense and being aware of your surroundings is the best way to avoid danger and harm in the case of emergency.

- Preventative and Safety Measures:
 - Lock your doors and windows even if you are inside.
 - Do not give out copies of your keys, which is strictly prohibited.
 - Do not hide a key under the doormat or anywhere around the exterior of the property.
 - Keep valuables out of clear sight. Ensure blinds are drawn and that others cannot see inside your unit.
 - Check your smoke detector monthly for dead batteries or malfunctions.
 - Periodically ensure your door and window locks are working properly. Notify Management if you discover they are malfunctioning.
 - Report if common area light fixtures are not working properly.
 - Immediately report any suspicious activity to Management.
 - If you are suspicious that your unit has been illegally broken into call 911 and do not enter.

RENTER'S INSURANCE

We do not provide coverage for your personal belongings, property damage, or bodily injury. It is your responsibility to protect yourself and your possessions. Renters Insurance is required, and the policy must be effective the entire length of tenancy. We reserve the right to enroll you into the Liability to Landlord Insurance Program if you do not provide proof of renters insurance.

VIDEO CAMERA POLICY

Eagle Point Management is committed to enhancing safety at our properties. Surveillance of public areas deters crime and enhances the security and safety of people or property. Our security cameras may be located in common areas including hallways, entrances, and parking areas. With management approval and written approval from all roommates, you are permitted to install video surveillance cameras for added security provided you can meet policy standards. Requests must be approved for your specific address.

The video surveillance system must not violate the privacy of neighboring tenants and cannot face entrance doors, parking spots, or yards of any property other than your residence. Cameras should also not be placed in an area where there is an expectation of privacy (i.e., bathrooms). The video surveillance system must be removable without any damage to the property, drilling or wiring are not permitted. Upon moving out, the video surveillance system must be removed. Charges will apply to any damage to the property resulting from the installation or removal. All appropriate measures must be taken to protect an individual's right to privacy. Violation of privacy will result in immediate removal of video surveillance cameras. Installation without management approval or improper installation will result in immediate removal of video surveillance camera.

All camera installations are subject to federal and state laws.

WAIVER OF RESPONSIBILITY

We do not assure your personal security, and our security measures are voluntary actions in an effort to reduce risk of crime to the residence. We have no duty of security or personal safety except to proceed with diligence to repair any systems if they are reported to be ineffective or malfunctioning. Your safety and comfort are of utmost importance to us, and we strive to provide you with a residence that you feel safe living in and inviting your guests to visit.

MOVE-OUT PROCEDURES

As the end of your lease approaches, and you're getting ready to move out, it is important to be aware of the tasks you are responsible for prior to vacating your unit. Your lease term is explicitly defined in your lease. Please contact Management if you have any questions concerning this issue. Essentially there are three main goals:

- Returning anything to the Management office that you may have borrowed or were provided with during your tenancy.
- Paying any outstanding balance and leaving your forwarding address.
- Returning your unit to the condition it was in when you first moved in.

CLEANING YOUR UNIT

As the last thing you do before leaving, you must restore your apartment to its original condition from when you first moved in at the beginning of your lease. There are some basic guidelines to follow when cleaning your unit:

- If you break it...fix it.
- If it was there when you arrived, it should be there when you leave (unless other arrangements are made with Management).
- The unit should be cleaned thoroughly, to the point that a new resident could move in the moment you leave.

There may be exceptions to these rules. For example, if there were agreed upon terms during the tenure of your lease about the condition of your apartment, they will be enforced at move-out. This includes, but is not limited to, furniture additions and structural and physical changes and updates.

KEY RETURN

Prior to leaving, you are responsible for returning all keys and other entry devices to the office. Failure to return these devices will result in a fee to the resident (upwards of \$125).

MOVE-OUT CHECKLIST

You will be provided a Move-out checklist that will help walk you through the move-out process. This checklist will help give you a basic outline of how to assess your unit after you have finished cleaning it. The checklist itemizes each individual area of concern you are responsible for. In general, if you sufficiently complete every step of the checklist, you should not be assessed for any additional charges. You should be marking off each task as you complete them. A list of the move-out charges and their corresponding dollar amounts may be obtained by contacting management.

PAYING YOUR BALANCE

You are responsible for paying off any outstanding charges that you may have accrued throughout your residency. These should be paid using any one of the methods described earlier in the handbook. You should also leave a forwarding address with management. In the likely event that your Security Deposit, or portion thereof, is returned, this address will help expedite the process of returning.

SECURITY DEPOSIT RETURN

After you have moved out, your unit will be inspected by a member of the Management or their staff. You will be sent an assessment of any move-out charges and you will be mailed a check containing the amount of your initial security deposit, minus any necessary repair or cleaning expenses. If you have been contacted concerning additional move-out charges, you must remit payment for these charges within 30 days. A penalty will be assessed for any late payments.

THANK YOU!

Thank you again for choosing Eagle Point Management for your housing needs. We hope that you enjoy your living experience with us. If you have any questions or recommendations on how we can improve your experience please let us know: office@downtownkutztown.com.