

## CIRCA PROPERTIES GENERAL POLICIES

**Repairs:** Any request for repair or replacement services must be submitted by you in writing. By submitting a service request, you are granting us access to your residence to evaluate and/or complete the request as soon as possible during normal business hours. In the event premises are damaged by the conduct, acts, or omission of you or your guests, invitees, or assignees, we may repair said damage and that cost to repair said damage will be billed to you as additional rent. Our complying with or responding to any oral, email, phone request, or request by someone other than you (such as a parent or interested party) doesn't waive the strict requirement for written notices under this lease. Exceptions would be emergency issues such as fire, explosion, or crime in progress which should be addressed by calling 911, or uncontrollable water or sewage overflow, electrical shorts, or similar emergencies where you must immediately call our emergency maintenance number. You are responsible for any stoppages of plumbing caused by you or your guests.

**Deliveries:** We may agree to accept mail deliveries on your behalf from mail/package couriers but we have the right to refuse any package or delivery without incurring liability to you. While we store deliveries in a secured area we do not warrant or guarantee safety or security for deliveries accepted. You agree to pick up any delivery we accept on your behalf within 1 business day after being notified. Packages must be sent to your residence address, and UPS/FEDEX services will leave a notice posted on your door if a package for you will be left at our office. We are under no obligation to notify you that we have received a delivery for you.

**Security:** Each resident and guest of same has the responsibility to protect himself/herself and to maintain appropriate insurance to protect his/her belongings including items within or on the premises and vehicles from criminal acts, negligent acts, fire, windstorm, hurricanes, plumbing leaks, smoke or any acts of God. Use common sense in practicing safe conduct, such as locking doors and windows—even when you are inside. If you choose to be out at night, be conscious of your surroundings and keep to lighted areas. Recognize that no security system is failsafe, and we disclaim any express or implied warranties of security. Any security services that may be provided by us are for the protection of our property and we reserve the right to reduce, modify or eliminate any system, devices or services (other than those statutorily required) at any time, without breaching any obligation or warranty on our part. Resident agrees to notify Management promptly and in writing of any problem, defect, malfunction or failure of door locks, window latches, lights, or other access related device. If you wish to activate an apartment's alarm system (if available), it is your responsibility to contract with the alarm system company and pay the fees directly to the provider. If you plan to use an alarm system, you must receive training in the use of the alarm system by the provider prior to activation, your alarm must be registered in compliance with the City of Gainesville Ordinance #0-00-36 and you are responsible for all false alarms that originate from your apartment.

**3<sup>rd</sup> Party Internet or TV Repairs:** We can provide access for providers but we do not repair or install services for 3<sup>rd</sup> party internet providers or TV/Cable companies.

**Locks and keys:** You may not change or add exterior locks. As a convenience to you, you can request (with proper identification) that we provide you access to your apartment for an \$80 charge after office hours or on weekends or holidays. There is no charge during normal office hours. You may add interior locks with our express written permission but a key to the lock must be provided to the office and the lock must be changed back to the original hardware upon vacating the apartment or you will be responsible for the replacement charge plus any labor or repair work associated with returning the unit to its original condition. Unless specified in writing otherwise, you are provided with one apartment key and one mailbox key per authorized resident upon move-in.

**Communication:** We communicate important information to you by e-mail, phone, or text message and it is your responsibility to provide and maintain a current e-mail address and phone number with us that does not block our communications.

**Items Left Outdoors.** Fire code requires that paths of egress be kept clear at all times and you agree not to leave items in these areas or attach any object to the outside of a dwelling. Fire code also prohibits the use of any grill or heating device within 10' of a structure or overhang. You will be asked to remove items in violation or be subject to a \$10/day fee for each violation of this part. You must take trash directly to the dumpster as health code forbids storing refuse in the hall or outside the unit and there is a \$25 per item fee for any violations of this part.

**Payment of rent:** Payment must be made via our online payment portal, by check or money order; we do not accept cash. The office front door mail slot may be used for payment of rent outside of normal business hours and rent so paid will be considered received as of the following business day. If you are out of town, lack funds due to delay in financial aid funding or any other reason, you are still required to pay your rent on time. We may apply money received first to any of your unpaid obligations hereunder and then and only then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose.

**Sublet:** You shall not sublet or assign a residence or lease or any part of either without our written consent. There is a \$150.00 charge for each person subleasing a residence. It is your responsibility to provide a suitable tenant to sublet and an inability to find

one **does not relieve you of any obligation to pay rent, utilities, and/or any other Lease obligations.** A sublease adds a new resident to the Lease as an occupant of the unit and does not remove you from your obligations under the Lease.

**Radon Disclosure:** We are required by Florida Statute 404.056(5) to give the following notification to you. “Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.”

**Mildew and Mold:** Mold consists of naturally occurring microscopic organisms which reproduce by spores and is found virtually everywhere in our environment, particularly in Florida where high heat and humidity provide an environment conducive to mold growth. Some types of mold are harmless but other types and amounts of mold can lead to adverse health effects and/or allergic reactions. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. Air conditioning must be used to keep humidity low, we recommend you use exhaust fans when showering or cooking and keep your apartment clean and as free as possible of moisture and spillage. We make no representations to you concerning the presence or absence of mold in the apartment at any time or in any quantity. You hereby expressly release us from any personal injury, loss, claim, liability or damage now or hereafter arising from or related to the presence at any time of mold in the apartment. You must also report to us within 24 hours in writing of any leaks including plumbing, A/C, appliances, any evidence of moisture buildup such as discoloration of walls or ceiling. If mold has occurred on a small non-porous surface such as flooring or shower curtains, you agree to clean the area with soap or detergent and a small amount of water, let the surface dry, and then apply a nonstaining cleaner such as Tilex or Clorox cleanup 24 hours later. Failure to comply can result in your being held responsible for property damage to the dwelling and any health problems that may result. If you see or suspect mold or mildew may be present in any but a transient form, you must notify us within 24 hours, followed by certified mail within 48 hours.

**Bed Bugs:** Bed bugs are almost always introduced to a residence by a human’s activities. They are usually introduced by bringing personal items such as luggage, bags, or furniture from an infected location. If after the first 30 days of your tenancy bed bugs appear in your unit, you acknowledge that treatment will be at your expense. We will arrange for treatment through our pest control company. However, it is your responsibility to follow the pest company’s procedures to properly prepare the unit for treatment. If you do not comply with these procedures and the treatment is unsuccessful, you will not only be financially responsible for subsequent treatments, but also for any treatment to nearby units that may become affected.

**Waiver of Jury Trial:** You agree that a trial of any lawsuit related to this lease shall be to a judge and not a jury.

**General and Miscellaneous:** These policies shall remain in effect if the Lease is renewed, extended, modified, released, or surrendered. We reserve the right to charge for occupancy in excess of the number of bedrooms. Advance moneys paid by you are deposited in an account with Florida Credit Union, P.O. Box 5549, Gainesville, FL 32627. Interest is not paid, in accordance with Florida law. If for any reason the premises are condemned by any governmental authority, or damaged through fire, flood, mold, act of God, nature or accident, this lease may be terminated at our option as of the date of such condemnation or destruction, and you hereby waive all claims against us for any damages suffered by such condemnation or destruction. Parking areas are monitored with Roam Towing, meaning any vehicles (including scooters) that do not display a valid parking decal or hangtag may be towed without notice to you or us.

**General Conduct and Prohibited Actions:** You and your occupants or guest may not engage in the following activities: disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the apartment community; behaving in a loud or obnoxious manner; smoking indoors; placing adhesives on walls, doors, or appliances; placing signs, posters, or decorations, of any sort in windows or outside in such a manner that they are visible from the exterior; painting the apartment another color or gloss without our written permission; leaving/storing items in common areas, bringing/storing any hazardous materials including but not limited to gasoline or propane canisters; injuring our reputation by making bad faith allegations against us to others; damaging or defacing the premises, removing our property from its original location, accessing areas not intended for your use such as attics, roofs, fire/communications service closets, storage rooms; removing or disabling a smoke detector or battery without replacing it with a working battery (punishable under state statute for \$100 plus one month’s rent, actual damages including damage/liability to others, and attorney’s fees). If you are enrolled as a student in a college or university, you agree to be bound by the rules and code of conduct of the college or university in which you are enrolled.

The undersigned agree to these policies:

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_                      Lessee: \_\_\_\_\_ Date: \_\_\_\_\_  
Lessee: \_\_\_\_\_ Date: \_\_\_\_\_                      Lessee: \_\_\_\_\_ Date: \_\_\_\_\_  
Lessee: \_\_\_\_\_ Date: \_\_\_\_\_