

Goldmark Property Management, Inc.
Lease Agreement

RESIDENT CODE: t0389167
SITE OFFICE: East River **PHONE:** (218) 233-1934
PROPERTY: Woodstone **APT #:** 202

INCLUDED WITH APARTMENT RENT: PARKING #: Plg202 **GARAGE #:** SGL202 **STORAGE #:**

ADDRESS: 3220 12th St. S. **CITY:** Moorhead **STATE:** MN

RESIDENT(S): Desaray Sadler

OTHER PARTIES: Goldmark Property Management, Inc. is hereafter referred to as “**Management**”.

LEASE PERIOD: This Lease Agreement shall become effective on 09/01/2023 and shall continue until 08/31/2024. Upon fulfillment of the original lease term, unless terminated as set forth below, this Lease Agreement and all of its terms shall remain in effect, with the exception of rent increases, and shall automatically renew on a month-to-month basis, until proper notice of termination is furnished. If Resident(s) wishes to remain on a month-to-month lease, rent will be increased to current market rental rate and a month-to-month fee will apply in the amount of \$125.00 per month. Rent will be prorated if the effective date is not the first day of the month.

TERMINATION: Either party may terminate this Lease Agreement at the end of the fixed term as defined above. In order for that notice of termination to be proper, it must be (A) written; and (B) received by Management on or before the first day of the month, which is at least **TWO FULL CALENDAR MONTHS** prior to the end of the lease period. If this Lease Agreement has been renewed on a month-to-month basis, the notice of termination can be given by either party in writing at least one full calendar month prior to the end of the lease period. Any notice of termination is effective as of the last day of the month only and surrender of the premises must be no later than 12 noon on the last day of the month. No surrender of the premises will be considered accepted by Management without written consent of Management. Any other form of termination must be agreed upon in writing by both parties. **FAILURE TO GIVE PROPER NOTICE OF TERMINATION WILL RESULT IN RESIDENT(S) BEING RESPONSIBLE FOR ANY RENT DUE FOR THE REMAINING LEASE PERIOD FOR WHICH YOU ARE LEGALLY RESPONSIBLE, IN ADDITION TO AN EARLY TERMINATION CHARGE OF \$300.00. UPON TERMINATION OF THE LEASE AGREEMENT, RESIDENT(S) SHALL PROVIDE MANAGEMENT WITH A FORWARDING ADDRESS.**

TERMINATION ACKNOWLEDGEMENT: Initial(s) DS

RENT: The monthly apartment rent of \$940.00 shall be due on or before the first day of each month. The monthly apartment rent must be received by Landlord on or before the 1st day of the month by electronic funds transfer or received by Landlord at the following address: Goldmark Property Management-Accounts Receivable PO Box 1390, Fargo ND 58107 on or before the 1st day of the month. If the monthly apartment rent is not received by Landlord on or before the 1st day of the month, then Resident will be assessed a late fee on the second (2nd) day of the month as described below. Acceptance of partial payments by Management shall be at Management’s sole discretion and shall not constitute a waiver of any of its rights to receive payment in full or to commence an unlawful detainer action for non-payment of rent, nor shall it be construed as an extension of the time to pay. Resident(s) are responsible for all collection fees incurred by Management for the collection of all amounts owed, to the extent and if permitted by state law. If Resident(s) chooses to pay by check or automatic withdrawal, they authorize Goldmark to process all lease obligation payments electronically through the Automated Clearing House (ACH) system in accordance with the dates and amounts listed on the check, or as indicated on the Direct Debit Authorization Form. If Resident(s) has signed an authorization for such payments, Resident(s) agrees that they are estopped from making any waiver argument in the event of lease termination.

LATE FEES: Resident(s) shall be assessed a late fee of 8% of the monthly rent for any rent received after the first day of the month. Management will **not accept cash**, and all rent must be paid by check, certified funds, money order or automatic withdrawal.

NSF CHARGE: Resident(s) will be assessed an NSF charge in accordance with state law for any funds that do not clear the bank.

APPLICATION OF MONIES: Management reserves the right to apply monies received in the following order: 1) security deposit/pet fee; 2) application fees; 3) late fees, 4) NSF fees; 5) attorney’s fees and costs; 6) any other fees, to the extent and if permitted by state law; 7) repair, damages/cleaning expenses; 8) incentives; 9) rent/pet rent.

ALL RESIDENTS RESPONSIBLE FOR ALL DEBTS: Each Resident is individually responsible for paying the full amount of all obligations under the lease, not just a proportionate share. Roommates are jointly and severally responsible.

DEPOSIT: A security deposit in the amount of \$910.00 shall be paid at the time of the execution of this Agreement, to be held, applied, and processed by Management in accordance with State Law. Security deposit will remain with the apartment if roommates change. Resident(s) may choose to reduce or eliminate the security deposit by purchasing a surety bond and completing a Surety Bond Addendum to this Lease.

OCCUPANCY: This property will be occupied by the following Resident(s): Desaray Sadler, and any other occupants, whom all agree to comply with all written policies and procedures established by Management and shall not modify the premises without Management’s prior written consent. All other occupants must be approved in writing by Management. Resident(s) agrees to reimburse Management within 10 days, for any loss, property damage, or cost of repairs or service caused by negligence or improper use by Resident(s), agents, family or guests. Failure to pay within 10 days will result in late fees assessment as set forth in this Lease Agreement. Resident(s) may not sub-let any part of the premises or assign this Lease Agreement without prior written consent of Management. Resident(s) shall maintain the apartment home and the rest of the property in a clean and neat manner and shall not do anything to disturb the occupancy of other Resident(s) or violate any public law, regulation, or ordinance. Resident(s)

Goldmark Property Management, Inc.

Lease Agreement

consent that this property is to be used for residential housing only. Resident(s) shall provide written notification to Management of any extended absences anticipated to last seven days or longer. Such notice shall be provided no later than the first day of the extended absence.

NON-LIABILITY OF MANAGEMENT: Neither Management nor Owner is responsible for any injury, property damage, or loss of property caused to Resident(s) or Resident'(s) guests or invitees, unless resulting from gross negligence or intentional conduct of Management.

DAMAGE/UNINHABITABLE: In case during the term hereof, the premises becomes uninhabitable because of water, fire or other casualty, then this Lease shall become null and void, and Management shall not be liable for any consequential damages to Resident(s). Resident(s) is liable for all damages caused by the negligence of Resident(s) or Resident'(s) guests or invitees.

DEFAULT: Should Resident(s) fail to pay rent or should Resident(s) default under any material condition of this Lease Agreement, Management, at its discretion, may give the Resident(s) a notice of intention to evict, in accordance with State Law. If permitted by law, Resident(s) shall pay all court costs and attorney's fees incurred by Management in enforcing its right under this Lease Agreement, whether or not legal action is initiated.

DUTY TO PAY RENT AFTER EVICTION: If Resident(s) is evicted by Management, whether or not Management obtains a court order to enforce its eviction notice, Resident(s) agrees to continue paying the full amount of the rent for the full remaining Lease, or until the premises is re-rented (including early termination fee), whichever occurs sooner.

ANIMALS: NO animals unless each individual animal is allowed by written consent from Management and is accompanied by Management's Pet Addendum.

CARPET: All carpeting will be PROFESSIONALLY STEAM CLEANED before Resident(s) take possession of premises. If permitted by state law, all carpets will be PROFESSIONALLY STEAM CLEANED at Resident(s) expense at the time Resident(s) vacate(s) the property. A receipt for completion of this service will be required at the time Resident(s) vacate(s) the property. To the extent and if permitted by state law, failure to provide receipt of carpets being professionally steam cleaned at move-out will result in the carpets being professionally steam cleaned at Resident'(s) expense.

GRILLS: Charcoal grills, smokers, and fryers are not allowed. Minnesota laws prohibit gas or electric grills on any balcony above ground and restricts usage of gas or electric grills on ground level patios to be at least fifteen (15) feet away from the building.

INSURANCE: It is required that Resident(s) obtain renters or liability insurance in the amount of not less than \$100,000 to protect against liability claims and damage to the premises caused by Resident(s) or Resident'(s) Guest. IT IS THE RESPONSIBILITY OF EACH RESIDENT TO INSURE PERSONAL POSSESSIONS. It is recommended that Resident(s) obtain insurance to cover loss or damage to their personal possessions. Resident(s) acknowledges that Resident(s) will be responsible to others for the full cost of any injury, loss, or damage caused by Resident(s) or Resident'(s) Guests. Resident(s) is not to be considered co-insured with Management/Owner on any of the Management/Owners insurance policies and resident will not be covered by such insurance. Management is not liable for any damage or offset of rent because of utility interruptions or other services furnished to Resident(s).

EXPENSES: Will be allocated as follows:

	BASIC CABLE	ELECTRICITY	HEAT	HOT WATER HEATER	LAWN CARE	GARBAGE	SEWER	SNOW REMOVAL PARKING LOT	SNOW REMOVAL BLCNY/GRG	WATER
Owners Expense			X		X					
Resident(s) Expense	X	X				X	X			X

PRIOR TO RECEIVING KEYS, RESIDENT(S) SHALL PROVIDE DOCUMENTATION THAT ALL UTILITY BILLS HAVE BEEN PLACED IN RESIDENT'(S) NAME. In the event a Resident(s) defaults on the Lease Agreement, Resident(s) is responsible for the monthly utilities on the apartment until such time as the apartment has been re-rented or the lease expires. Notwithstanding the allocation above, Resident(s) is responsible for any utility administrative fees assessed by a government agency. ***Does not include auxiliary heaters.

ADDENDA TO THE LEASE: A violation of a material term in any of the addenda will be deemed a material violation of the lease.

EPA Disclosure	Liability Insurance	Pest	Pet	Resident Handbook	Satellite	Smoke Free	Surety Bond	Utility
	X	X		X	X			

RIGHT OF ENTRY: Management and its Agents may enter the Apartment Home at any reasonable time, in accordance with State Law, to inspect, improve, maintain or repair the Apartment, or do other necessary work, or to show the Apartment Home to potential new Resident(s) or buyers. Management and its Agents may also enter premises without notice in certain situations in accordance with State Law.

Resident(s) provides Management with evidence of replacement insurance that satisfies the requirements of this Section 2(b).

3. Subrogation Allowed. Resident and Management agree that subrogation is allowed by all parties.

[Handwritten signature]

Resident _____ Date _____

Erika Hackley

Manager _____ Date _____



Goldmark Property Management, Inc.
Pest Addendum

RESIDENT CODE: t0389167
SITE OFFICE: East River
PROPERTY: Woodstone
PREMISES: 3220 12th St. S., Moorhead, MN 56560

PHONE: (218) 233-1934

This Pest Addendum to the Lease Agreement (“**Addendum**”) shall become effective on 09/01/2023 by and between Desaray Sadler, (“**Resident(s)**”), and Goldmark Property Management, Inc., (“**Management**”).

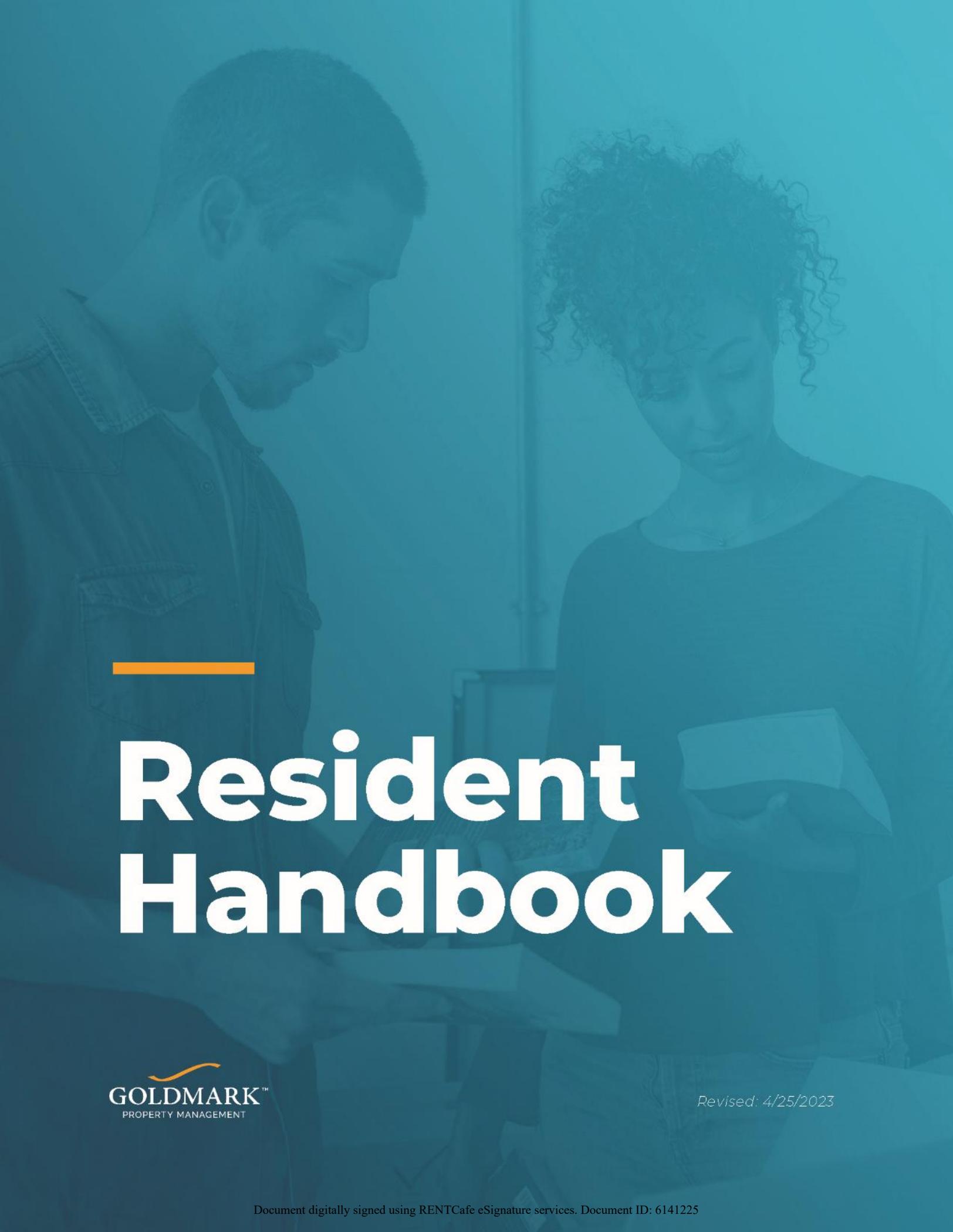
Resident(s) represents and warrants that all furnishings and personal property which will be moved into the premises are free of all pests.

Resident(s) agrees to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Resident(s) shall use reasonable diligence in caring for the residence and shall maintain the rental home in a clean and sanitary condition. Resident(s) shall keep the rental home free from pests of any kind and free from conditions that might permit or encourage an infestation of pests. Examples of pests include but are not limited to bedbugs, mice, roaches and ants.
2. Management will be responsible for arranging and managing all pest control efforts. Resident(s) shall be responsible for the cost of pest control if:
 - a. Resident causes the infestation.
 - b. Resident fails to immediately notify Management of any suspected pests.
 - c. Resident fails to comply with pest control recommendations or otherwise fails to cooperate with pest control efforts.
 - d. Resident fails to comply with any other term of this Addendum.

Management shall be responsible for the cost of pest control otherwise.

3. Resident(s) shall check for pests, especially but not limited to bedbugs, prior to bringing belongings into the rental home. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of pests before re-entering your rental Premises.
4. Resident(s) shall report any suspected pest problems immediately to Management. Not reporting problems immediately can allow a few pests to quickly multiply and spread to other rental homes.
5. Resident(s) will cooperate with pest control efforts. If your rental home or a neighboring rental home is infested, a pest control professional may be necessary. Your rental home must be properly prepared for treatment. Resident(s) must comply with all recommendations and requests from Management and/or the pest control company prior to and following professional treatment.
 - a. Recommendations for bedbugs may include, but are not limited to:
 - i. Bagging and removing items to be cleaned off-site.
 - ii. Washing all soft items on high heat and drying on high heat setting for a minimum of 30 minutes. All items must be bagged prior to leaving apartment and bags must be disposed of in an outside trash bin.
 - iii. Bagging and disposal of any infested items, including, but not limited to, mattresses, box springs and sofas. All disposed of items must be enclosed in plastic or large garbage bags to prevent dropping of bugs and eggs on their way to the outdoor trash site.
 - iv. Moving all belongings several feet from the wall.
 - v. Emptying dressers, closets and cabinets. Removing all items from the floor and bagging of belongings.
 - vi. Vacating home for a period of up to 10 hours.
 - vii. Vacuuming all floors and furniture, including the mattress and box spring. Immediately disposing of vacuum cleaner debris, in a tightly sealed bag, to the outside trash container.



Resident Handbook

RESIDENT HANDBOOK

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EQUAL HOUSING OPPORTUNITY

It is the policy of Goldmark Property Management, the owners, and this apartment community that we offer Equal Housing Opportunity for all prospective applicants and residents regardless of:

- Race
- National origin
- Sex
- Marital Status
- Religion
- Disability
- Color
- Age - 40 years of age or over
- Receipt of public assistance
- Familial status - presence of children under 18, being pregnant, or securing custody of a minor
- Any other status protected under Federal, State or local law

It is Goldmark Property Management, the owner, and this apartment community's policy not to engage in any of the following practices:

- Refusing to sell or rent a dwelling after the making of a bona fide offer
- Refusing to negotiate for the sale or rental of a dwelling
- Refusing to show or falsely denying availability
- Offering different terms, conditions, or privileges of a sale or rental
- Providing different services or facilities in connection with a sale or rental
- Refusing to permit a reasonable modification to a dwelling for a disabled person
- Refusing to make a reasonable accommodation for a disabled person
- Failing to meet accessibility standards for disabled persons
- Advertising about the sale or rental of a dwelling in a manner that indicates a discriminatory preference
- Engaging in discriminatory brokerage or financial services
- Engaging in blockbusting activity - making representations about the characteristics of a neighborhood to encourage the sale or rental of property for profit
- Interfering, through intimidation, force, or threat of force, with any persons' full enjoyment of housing privileges
- Any and all other activities deemed unlawful under Federal, State or local law

WELCOME

Thank you for making this Goldmark community your home. We are happy to have you as a resident and look forward to any opportunity to serve your needs.

Goldmark and your Site Office team would like to ensure your satisfaction with your apartment home and the services we provide. As a result of our experience in Property Management, we have found the following policies and procedures ensure the maximum enjoyment and privacy of all residents. They preserve the character and maintenance of buildings and grounds and develop a good enduring relationship between the residents and the management. The purpose of this handbook is to promote the appearance, convenience, or welfare of the residents in the premises, preserve the landlord's property from abusive use and make a fair distribution of services and facilities held out for the residents generally.

Goldmark updates this handbook periodically as policies and procedures are revised.

If you have any suggestions that would improve the enjoyment of your home or community, please feel free to contact your Property Manager.

YOUR SITE OFFICE

Your community is staffed with dedicated and skilled Property Managers, Leasing Specialists, and Maintenance Technicians. They are prepared to help you with any concerns or questions you may have. Please feel free to stop in and visit with the team.

PAYING YOUR RENT

As stated in the lease agreement, rent is due on or before the first of the month. We accept ACH (Automated Clearing House) payments, Text to Pay, and Visa, Mastercard, Discover and American Express payments at our website, www.Goldmark.com. When paying by credit card, please note there is a convenience fee for this service. Please make your rent payments payable to Goldmark.

The Site Office does not accept cash. Cash payments are accepted through our Walk In Payment System (WIPS) at a participating PayNearMe location. To find a PayNearMe location, please visit: <https://home.paynearme.com/all-locations/>. There is a convenience fee for this service.

If rent is not received by the date indicated in your lease agreement, late fees are assessed. Goldmark Property Management reserves the right to apply monies received in the following order: 1) security deposit/ pet fee; 2) application fees; 3) late fees; 4) NSF fees; 5) attorney's fees and costs to the extent and if permitted by state law; 6) repair, damages/ cleaning expenses; 7) incentives; 8) rent/ pet rent.

If you wish to remain on a month-to-month lease after your current lease term, premium rent may apply, as well as a month-to-month fee. Any month-to-month fees are non-refundable and will not be prorated.

Any check returned for Non-Sufficient Funds (NSF) will be subject to an NSF fee and late fee as indicated in your lease agreement and as allowed by state law. If two NSF checks are received, we will no longer be able to accept your personal checks. All future rent must be paid by money order, credit card, or bank check.

SETTING UP YOUR UTILITIES

Utility services can be ordered by contacting the local utility providers. If you are unsure of your providers, please contact the Site Office. All utility billings, for which you are responsible per your Lease Agreement, must be in your name before receiving keys to move-in. If you live in an apartment home that participates in the Ratio Utility Billing System (RUBS), you understand that you are responsible for the RUBS billings for your apartment home; however, you are not responsible to put these utilities in your name.

Management reserves the right to charge a \$50 administrative fee monthly until utilities are properly set-up in your name. In addition, all utilities are to remain in your name through your lease term, even if you choose to vacate early. In the event a resident defaults on the lease, the resident is responsible for the monthly utilities on the apartment until the apartment has been re-rented or the lease expires, whichever occurs first.

SATELLITE DISHES/ANTENNAS

DSS satellite dishes may be placed on a tripod within your balcony, deck, terrace, or patio within your leasehold. Apartments that do not have a deck, terrace, patio or do not have a clear path to the satellite (due to the direction the apartment faces or obstructions to the path such as trees, signs, etc.) may not have a DSS satellite dish. No such equipment may be attached to the building.

For further information and installation guidelines, please contact the Site Office. A signed Satellite Dish Addendum is required before installation.

Individual outside antennas in connection with radio, television, or CBs may not be installed or utilized in any manner.

RESIDENT HELPFUL TIPS

Damage to apartments resulting from amongst other things, resident negligence can result in a charge to the resident. These are tips to help assure that these things are less likely to happen.

Please submit your written requests for regular maintenance to your Site Office. You may also submit maintenance requests online at www.Goldmark.com.

For your convenience, we have outlined a list of common maintenance requests and possible quick fixes:

Air Conditioner

- Keep the vent closed and filter clean at all times to help with the efficiency of your air conditioning unit.
- Also, keeping the thermostat below the highest setting will help prevent the coils from freezing. Taking these necessary steps will help save on your electric bill.
- In order to properly cool an apartment when the outside weather is hot, it is important that you start your A/C in the AM and let it run continuously throughout the day.
- Do not operate your air conditioner when the cover is on during the winter season.
- Windows/ patio doors are to remain closed during wet conditions and when temperatures are below 32 degrees Fahrenheit.
- Humidity must be maintained at maximum of 30% in your apartment home.

Garbage Disposal Tips

- Never put anything down the disposal you would not regularly eat: banana peels, orange peels, potato peels, sunflower seeds, eggshells, etc.
- Never pour grease of any kind down the disposal or any other drain. This waste must be disposed of by pouring it into a milk carton or coffee can.
- Avoid placing pasta and/ or rice down the disposal; these items exceed the consistency which the drain can effectively drain and dispose contents.

Garbage Disposal Instructions

- Run COLD water for a minimum of one minute prior to disposing anything and at least one minute after doing so.
- Run your disposal a minimum of once a week to prevent odors and potential lock up. If not run often enough, these units often lock up due to rust.
- Run ice cubes down the disposal if and when odors are noticed. This will help dispose of any food that may have gotten lodged in the cutting wheel.

- When using your disposal, only feed it in moderation. Place one cup of waste down the disposal at a time to avoid clogging the unit and drain.

Dishwasher

- Never use hand dish detergent as a substitute for dishwasher detergents.
- Always rinse your dishes before placing in the dishwasher.
- Never block the top of the center tower, shaped like a cone, located in the center of the bottom of your dishwasher to ensure a quality wash.
- Do not let any items through the racks and block the spray arms.

Refrigerator

- Overloading your refrigerator or freezer can cause both to work improperly. It is important in both the refrigerator and the freezer to allow room for air circulation.
- After large shopping trips, when additional contents are added to the refrigerator and freezer, it may take 24 hours for temperature to return to normal.

Toilet

- ONLY flush toilet paper down the toilet. Flushing items such as flushable wipes, Q tips, cotton balls, paper towels, and feminine hygiene products can plug a toilet and should be disposed of in the garbage.
- In case of an emergency in which the water begins to overflow, utilize the water shut-off valve located near the bottom left side of the toilet. Remember that clockwise turns shut OFF the valve. Resident is responsible for any water damage caused by a clogged toilet.
- If plugged, try unplugging it with a plunger.
- Residents are responsible for any charges related to plugged drains/ toilets due to improper or negligent use.

Apartment Heat

- Be sure to keep windows and patio doors completely closed. Pipes can freeze due to windows and doors being left open. Resident is responsible for any damage caused by Resident's negligence.
- Keep all furniture and draperies up and away from all baseboards and heater vents. Blocking them will restrict the heat that is put out from these heating units.
- Be sure to check the louvers on your baseboards and vents. Louvers should be open for the heat to sufficiently be exposed to the room.
- When you are away from your apartment, do not turn the thermostat below 55 degrees and NEVER turn the thermostat off.

- Remember, when turning on your heat at the thermostat level to allow a two-hour reaction time for the expected temperature change.

Garage Door

- Keep snow and ice cleared out from underneath the garage door. Forcing the garage door to shut on this can cause the gear kits to strip out in the openers.
- Become familiar with the emergency release or manual release located in the center of your garage door. This procedure allows you open the door without the use of power.

How to use your Garage Emergency Release

1. Insert the key given to you for your garage into the emergency release lock. This key should be the same key that opens up your garage door using the key switch.
2. Turn the key and pull the cylinder out of the housing.
3. Pull on the cable that comes out from the opening while lifting on the door. This simultaneous action, if done correctly, should bypass the door's primary drive and allow you to lift the door open.

In the event your garage door is not working or closing, please check the following items before calling your respective Site Office:

1. First, check the breaker typically located in your apartment, inside the breaker panel. If the breaker is tripped, reset it by flipping the toggle switch over until it locks into the "on" position. If it does not stay in this position, please notify the Site Office as soon as possible.
2. Next, check the power switch located inside the garage, normally in the form of a light switch. This switch controls the power supply leading to the garage door opener itself.
3. After that, check to make sure there is nothing obstructing the line of sight between the garage door opener sensors (eyes). These sensors will NOT allow the door to close if an object is obstructing their view of each other.

MAINTENANCE

It is the Residents responsibility to maintain the apartment home and request maintenance when work needs to be done or issues pertaining to the integrity of the property arise. It is the Residents responsibility to notify Management if the smoke and/ or carbon monoxide (CO) detectors are not functioning. Resident may replace the batteries or may contact the Site Office for assistance.

Any repairs, enhancements or modifications made within your rented space, not approved or installed by Management, the resident(s) are responsible for any and all costs associated with repairs due to the modification. At the time of move out, the rented space must be turned over to Management in the exact condition it was received, to avoid any applicable charges.

All complaints and repairs must be submitted in writing. Resident shall not change the locks on their apartment home and shall immediately provide written notice to Management of any concerns or problems.

PREVENTATIVE MAINTENANCE

It may be necessary for Maintenance Technicians to perform periodic preventative maintenance checks to keep your apartment home in excellent condition. You will be given adequate notice of any scheduled inspections.

EMERGENCY MAINTENANCE

Emergency maintenance requests are handled 24 hours a day, seven days per week. An emergency exists when the following occurs on or about the premises:

- Flooding/ water damage caused by plumbing breakdown
- Back-up of the sewer line
- Lack of heat in the winter
- Damage caused by wind, storm, or fire
- Burglary or other serious disturbance
- Serious electrical failure or short circuit
- Personal injury to a resident or guest
- Any other hazardous or dangerous condition that threatens to cause or actually does cause damage to person(s) or property.

Any and all of these items must be brought to Goldmark's attention immediately. No person is permitted to do maintenance work unless authorized in writing by Management.

INSPECTIONS

There are a variety of inspections we do while you reside in your home, but all have a very specific and important purpose. Here are the most common inspections:

RESIDENT HANDBOOK

- Annual Inspection – Conducted once a year and done on a per building basis. The primary purpose is to identify any health or safety concerns with the structure and features of the apartment.
- Water Checks – If we get increasing or repeat water bills with above average usage, we conduct an inspection of plumbing related items in that building to identify and resolve issues such as dripping faucets, faulty tub/ shower diverters and running toilets. This reduces unnecessary water waste.
- City, Fire Department or Mortgage Lender Inspections – Typically, every 1-3 years, we get requests from the City Housing Inspector, the Fire Department, or the Mortgage Lender which need to conduct an inspection on the building and apartments for their business purposes. Unfortunately, these entities do not provide us with a long-term schedule of upcoming inspections, so we are unable to coincide with our annual inspections.
- Preventative Maintenance Inspection/ Repairs – Some of our items such as A/ C's, dryer vents, and water heaters are thoroughly inspected on a rotating schedule every few years. This regular cleaning and maintenance of these items helps improve their efficiency and longevity, and results in fewer service calls/ appliance failures. You may be required to move personal belongings away from the area to be serviced, prior to our technician's arrival.
- Pre-Move Out Inspection – This is conducted approximately 45-60 days prior to a scheduled move out. This helps us identify any maintenance concerns that have not yet been requested. It also allows us to identify and order any items that take longer for us to receive or need to be custom ordered. (For example, measuring for replacing damaged blinds or broken doors).

One to three (1-3) days advanced notice is given for inspection. It is not necessary for you to be present while we do the inspection, as most inspections are often done within about 15 minutes. However, we are glad to make arrangements upon request that work with you, as we understand you may prefer to be home.

KEYS AND LOCKOUTS

If you lose your keys, do not re-key the apartment door, mailbox, or garage door. Please contact the Site Office immediately and they will re-key the necessary locks at your expense. Goldmark On-Call Maintenance service does not provide afterhours service if you have lost, misplaced or locked yourself out of your apartment home or garage. If you lock yourself out of your apartment home and/ or garage after normal office hours, please call a locksmith to assist you in gaining entry to your apartment or garage.

If you would like your locks changed for any other reason, including the lock not working properly, please contact the Site Office. Please remember that you may not put keyed locks on interior doors.

DECKS AND PATIOS

(WHERE APPLICABLE)

In order to maintain the appearance of the community, items such as clothing, rugs, bicycles, trash, toys and other articles are not allowed on the decks and patios.

Covered gas grills (where allowed), outdoor furniture, and potted plants maybe left on the deck or patio. Charcoal grills, smokers, and fryers, are not allowed.

Gas grills must be kept three (3) feet, for all ND properties, or as city ordinance permits, away from the building.

Gas grills must be kept ten (10) feet, for all NE and IA properties, or as city ordinance permits, away from the building.

Gas and electric grills are not allowed on any balcony above ground level, or on any ground floor patio within 15 feet of the building for all MN properties.

You are responsible to remove snow or ice on your deck or patio.

PRIVATE ENTRANCES

(WHERE APPLICABLE)

In order to maintain the appearance of the community, items such as clothing, rugs, bicycles, trash, toys, or other articles are not allowed on the exterior steps, exterior landings, driveway or sidewalks.

Covered gas grills, where allowed, outdoor furniture and potted plants may be left on the exterior landing of a private entrance dwelling. Charcoal grills, smokers, and fryers are not allowed.

Gas grills must be kept three (3) feet, for all ND properties, or as city ordinance permits, away from the building.

Gas grills must be kept ten (10) feet, for all NE and IA properties, or as city ordinance permits, away from the building.

Gas and electric grills are not allowed on any balcony above ground level, or on any ground floor patio within 15 feet of the building for all MN properties

Residents are responsible to remove snow or ice on exterior landings, exterior steps, driveway and sidewalks of private entrance dwellings. This includes the front and back sidewalks leading to the city sidewalks. Snow or ice must be removed within 24 hours after snow fall or accumulation. Appropriate tools should be utilized to remove ice prior to applying sand or salt. Residents will be held liable for any excessive use of salt causing damage to the lawn or the property.

All city ordinances regarding snow or ice removal from the sidewalks or driveways must be followed. Failure to comply with these terms is considered a material violation of the lease agreement and may result in fees assessed by Management or the city to remove the snow or ice on behalf of the Resident(s).

BASEMENTS

(WHERE APPLICABLE)

Basements are not setup to be used as bedrooms; doing so is a violation of city code and the Lease Agreement, and most importantly a safety hazard if there were a fire.

WINDOWS AND DOORS

Appropriate window/ patio covering must be installed within 30 days of occupancy. All window coverings are to have a white background. Blankets, sheets, or aluminum foil are not allowed. Signs and stickers are prohibited on doors, windows, or any other place in the community.

LAUNDRY FACILITIES

(WHERE APPLICABLE)

Laundry facilities are provided for the convenience of the residents. Enjoy the use of the facilities during posted hours and remember not to leave your laundry unattended. If you experience any problems with the laundry equipment, please contact the Site Office.

DRYER VENTING

(WHERE APPLICABLE)

If the apartment home has laundry hook ups and management has allowed a clothes dryer, that the Resident may own or rent, to be installed in the apartment, the following restrictions apply:

1. At all times during the Resident's tenancy, Resident will ensure the dryer being used will be in compliance with the City Code as it concerns proper venting of the dryer. If the Resident is not sure whether their dryer and venting system complies with City

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Code, Resident shall request inspection by Management. Management shall have final decision-making authority and discretion as to whether to allow Resident to use the dryer in the building. In the event Resident's dryer will not comply with City Code, Management reserves the right to require Resident to remove the dryer from the building.

2. In the event the Resident's dryer does not comply with the City Code, Resident agrees to indemnify and hold Management and/ or Property Owner harmless from any fines, penalties, or other sanctions issues by the City as a result of Resident's use of that dryer.
3. Resident shall be solely responsible to ensure the duct and venting system connected to the dryer is free of lint and other combustible materials at all times. Resident shall indemnify and hold Management and/ or Property Owner harmless from any claims, actions, damages, expenses or attorney's fees that may arise as a result of property damage caused by such materials. Further, Resident will reimburse Management and/ or Property Owner or it's insurer for such damages caused to Resident's apartment.
4. Unless otherwise permitted or required by the dryer manufacturer's installation instruction and approved by the building official, domestic dryer moisture exhaust ducts shall not exceed a total combined horizontal and vertical length of 20 feet, including two 90- degree elbows. Two feet shall be deducted for each 90-degree elbow in excess of two.

COMMUNITY ROOM

(WHERE APPLICABLE)

The community room is provided for your enjoyment. Please treat this area with respect and follow all posted policies and procedures. Charges may apply or a deposit may be required. Please contact the Site Office for more information.

No animals are allowed in the community room, unless the animal is a service animal. The animal must accompany the resident at all times and remain under resident's control.

FITNESS CENTER RULES

(WHERE APPLICABLE)

The fitness center is for use of resident(s) only.

All residents are required to follow the listed guidelines:

1. The equipment is his/ her responsibility.
2. Resident(s) is responsible of knowing his/ her own physical limitations.

3. The Resident should inspect the equipment carefully before use. If you notice any condition of the equipment which requires repair, do not use the equipment and immediately notify the Site Office.
4. Wear proper attire. No wet bathing suits, bare feet or sandals.
5. No food or beverages (except water).
6. All users of the equipment must be at least 15 years old.
7. To ensure a comfortable atmosphere for everyone, please be courteous and respectful to others.

PLAYGROUND RULES

(WHERE APPLICABLE)

To ensure all residents are able to safely enjoy the playground, the following rules have been established.

All residents are required to follow the listed guidelines:

1. Do not use equipment when wet.
2. No running, pushing, or shoving.
3. Do not use play equipment improperly.
4. No bare feet, wear proper footwear.
5. Children age 12 and under must be accompanied by an adult.
6. Play carefully!

Anyone not following the above guidelines will be asked to leave the playground area. Violations of any guidelines set by Management may result in loss of playground privileges. Repeat violations will result in a lease infraction and could be cause for termination or non-renewal of your lease.

Management reserves the right to close the playground area at any time.

POOL RULES

(WHERE APPLICABLE)

The pool is intended for use and enjoyment of all residents. To ensure that all residents are able to safely enjoy the pool, the following rules have been established.

All residents are required to follow the listed guidelines:

1. No lifeguard on duty. **USE AT YOUR OWN RISK.**
2. Only 2 guests are allowed per adult lease holder and resident must accompany guests at all times in the pool area. Adult is defined as anyone 18 years of age or older.
3. Children age 15 and under must be accompanied by an adult.

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4. Anyone 16 years of age is permitted in the pool area and may swim alone but may not be accompanied by guests.
5. Alcohol is not permitted in the pool area.
6. Food is not permitted in the pool area.
7. Glass is not permitted in the pool area.
8. Proper swim attire must be worn in the pool. No cut offs, jeans, street clothes or t-shirts in the pool. Swim diapers are acceptable; regular diapers are not allowed in the pool.
9. No running or rough play in the pool area.
10. Pets are not allowed in the pool area.
11. Pool gate must remain closed at all times.
12. No diving.
13. Pool toys are permitted in the pool provided they do not interfere with other resident's enjoyment.

Anyone not following the above guidelines will be asked to leave the pool area. Violations of any guidelines set by Management may result in loss of pool privileges. Repeat violations will result in a lease infraction and could be cause for termination or non-renewal of your lease.

Management reserves the right to close the pool at any time.

TENNIS COURT RULES

(WHERE APPLICABLE)

To ensure all residents are able to safely enjoy the tennis court, the following rules have been established.

All residents are required to follow the listed guideline:

1. Use the tennis court at your own risk.
2. No food, glass, or alcoholic beverages.
3. No pets.
4. No bicycles, roller blades, or skateboards.
5. Proper footwear required.
6. Court for residents and their guests only.
7. Residents are responsible for any damage caused by them or their guests.
8. Management reserves the right to close the tennis courts at any time.

VOLLEYBALL COURT RULES

(WHERE APPLICABLE)

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To ensure all residents are able to safely enjoy the volleyball court, the following rules have been established.

All residents are required to follow the listed guidelines:

1. Use the volleyball court at your own risk.
2. No food, glass, or alcoholic beverages.
3. No pets.
4. Proper footwear required.
5. Court for residents and their guests only.
6. Residents are responsible for any damage caused by them or their guests.
7. Management reserves the right to close the volleyball courts at any time.

BASKETBALL COURT RULES

(WHERE APPLICABLE)

To ensure all residents are able to safely enjoy the basketball court, the following rules have been established.

All residents are required to follow the listed guidelines:

1. Use the basketball court at your own risk.
2. No food, glass, or alcoholic beverages.
3. No pets.
4. Proper footwear required.
5. Court for residents and their guests only.
6. Residents are responsible for any damage caused by them or their guests.
7. Management reserves the right to close the basketball courts at any time.

SAUNA RULES

(WHERE APPLICABLE)

To ensure all residents are able to safely enjoy the sauna, the following rules have been established.

All residents are required to follow the listed guidelines:

1. When using the sauna, allow enough time to relax completely and fully hydrate before and after use.
2. Please shower before entering, wear appropriate swim attire, remove all jewelry, and use a clean towel to sit on.
3. Persons under the age of 16 are not permitted to use the sauna.

4. Pregnant women, persons using prescription medications, individuals suffering from high blood pressure and/or persons with any medical condition must consult with a physician before using the sauna.
5. Use only one dipper at a time and take care to keep clear of the steam as it rises off the rocks.
6. Please keep all flammable materials away from sauna rocks.
7. Food and drinks are not allowed in the sauna room.
8. Please remember this is a smoke-free campus.
9. Maximum amount of time allowed in the sauna is 30 minutes per day.
10. Maximum number of people cannot exceed 8.
11. Management reserves the right to close the sauna at any time.

TANNING BED RULES

(WHERE APPLICABLE)

Resident(s) agree to abide by the following terms for usage:

1. Resident(s) agrees goggles must be worn.
2. Resident(s) agrees to clean the bed thoroughly with the provided cleaner spray bottle before and after each use.
3. Resident(s) is solely responsible for any other members of their family, minors, or guests who use the bed.
4. Resident(s) acknowledges minors age 18 and under cannot use the tanning bed unless Management receives prior written permission from parents.
5. Resident(s) must immediately notify Management if you suspect something is wrong with the bed.
6. Management reserves the right to close the tanning beds at any time.
7. Resident(s) agrees to follow all safety and warnings as follows:

For Your Tanning Safety:

- a) This system is much like the sun. If you do not tan in the sun, you will not tan here either and should not attempt to.
- b) If you have been diagnosed as being allergic to the sun, or if you are on a restricted-photosensitive medication, you may have a reaction to ultraviolet light and should not use the tanning system. If you are pregnant, have had heart trouble, other serious medical treatment or have any doubt, consult your physician.
- c) Skin should be clean before tanning. Any lotions used should be approved for use in a tanning facility.
- d) Goggles Must Be Worn. Do not look at the light.
- e) You may want to remove contact lenses.

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- f) For added comfort and circulation, change positions slightly by moving around a bit while lying down. Skin that has impaired circulation will cause less or no tanning to occur.
- g) If you would like to monitor your results, you can repeatedly use a sticker (Tattoo) on your shoulder or stomach to compare that small, covered spot to the surrounding tan area. Most people will see a difference after the first visit, others may take a few more sessions or notice the change a few hours later (as frequently happens with the sun). Do not be discouraged if you do not see results the first time. You will be surprised at how fast you will tan.
- h) You may wear your swimming suit, undergarments, or nothing at all depending on your preference. If you wear nothing, you should use extra care since areas of your body that have never been exposed to the sun have not been desensitized. The first two to four visits, these areas should be covered for half the duration of the session to gradually ease into a tan.
- i) Depending on the contour of your face, you may want to turn your head slightly from side to side, tanning $\frac{1}{2}$ the time to the right side and $\frac{1}{2}$ the time to the left side.
- j) Some people may experience a slight reaction or an itching sensation. Do not be alarmed. If you are not on medication and are not sensitive to the sun, this is usually just a minor heat rash which will go away. Wait a day or two, and then try again. It should not happen anymore.
- k) Do not use suntan lotions or gels before tanning.
- l) Required time between tanning sessions is 24 hours. Minimize your tanning time until you get a good base. The time of your sessions and the frequency of your tanning should be governed by your skin complexion.
- m) Moisturize after tanning.

WARNING STATEMENT:

A Tanning Bed uses ultraviolet radiation. Follow all instructions and avoid overexposure. As with natural sunlight, overexposure can cause eye and skin injury and allergic reactions. **FAILURE TO USE PROTECTIVE EYEWEAR MAY RESULT IN SEVERE BURNS OR LONG-TERM INJURY TO THE EYES.** Medications or cosmetics may increase your sensitivity to the ultraviolet rays. Consult your physician before using the tanning system if you are using medications or have a history of skin problems or believe skin is especially sensitive to sunlight. If you do not tan in the sun, you are unlikely to tan from use of the tanning system.

Precautions are necessary for tanning. Residents agree to comply with all instructions of the UVA Tanning System and they are using these services at their own risk. Residents agree to protect their own vision by using the goggles provided.

Residents agree that the Owner, Management, and its shareholders, partners, members, officers, governors, directors, employees or agents, are not liable for any injury to resident, his/ her family, or guests, or property caused in any way by use of tanning services. Also, they are not liable for the loss or theft of any personal property. Each person is responsible for safeguarding his or her own property.

PARKING LOT ETIQUETTE

Please be courteous and exercise safety while driving and parking in the parking lots. A maximum speed limit of five (5) miles per hour must be observed.

Vehicles are not allowed on the lawn or sidewalk at any time. Also, please be aware of any reserved and/or restricted parking areas on your property. Unauthorized vehicles will be towed at the owner's expense. If a garage is provided with your apartment, please park your vehicle in the garage to ensure ample parking for all residents.

Vehicles that are inoperative, abandoned, or have expired license plates are not allowed on the property. This includes vehicles unmoved during a 48-hour time period; they will be towed at the owner's expense. Additionally, any non-vehicles such as trailers, boats, campers, etc., may not be parked on the property. It is also prohibited to change oil or perform repairs on vehicles in the parking lot or garages.

Parking spaces and/or garages will be assigned at the discretion of the Management. If your property participates in a parking permit program, vehicles parked without a valid permit may be towed. Unregistered vehicles parked in unassigned locations are subject to immediate impoundment at the owner's expense. It is the Resident(s) responsibility to have visitors park on the street.

If you have any questions concerning parking arrangements, please call the Site Office.

GARAGES

(WHERE APPLICABLE)

Residents are responsible to remove snow and ice two feet away from their assigned garage. To prevent the door from freezing shut and possible damage, please remove snow and ice directly after each snowfall. Garages are not watertight for storing belongings on the concrete floor. Your garage door must remain closed when not in use. The use of grills, smokers, barbecues, or any heating or cooking sources, including portable heaters, are not allowed in garages.

The following pertains to garages, covered parking, and storage use:

1. No flammable, corrosive, or hazardous substances are to be stored, including but not limited to, gasoline, explosives, fireworks and chemicals.
2. Garage sales, flea market sales, or any other sales are prohibited.
3. Resident shall not conduct any type of car repair work, including oil changes, or any body work.
4. Resident is responsible to provide a lock to the unit and to secure the unit at all times.
5. Resident shall hold Management and Owner harmless from any claims, actions, expenses, attorney's fees, or damages of any kind arising out of Resident's use of the garage or storage unit.

6. No heaters of any kind are to be used.

BUSINESSES

The apartments in your community are designated for residential housing only. Running any business establishment on the property is prohibited. The guideline also applies to garages.

No soliciting is allowed at any time, in any area of the apartment community, except by individual appointment with a resident.

YARD AND GARAGE SALES

Because of high exposure to liability risk, Goldmark Property Management prohibits yard, white elephant, rummage, and other sales similar in nature at any time.

APARTMENT CLEANLINESS

All residents must maintain sanitary conditions in the apartment. This includes throwing away excess debris and trash. This is necessary to prevent offensive odors as well as to minimize safety concerns.

Please dispose of garbage in plastic bags and place in the dumpsters provided throughout the community. Garbage should not be left in the hallway, laundry room, on decks, patios, or garages. Garbage is not to be left in or on the premises of the property. Residents agree to comply with all current and future recycling laws.

Activities that emit odors that are offensive to others are prohibited. Failure to comply is considered a material violation of the lease.

SMOKING

Smoking refers to any product that emits smoke or fumes.

All common areas, including within 20 feet of all entrances, exits and operable windows, are considered Smoke Free. When smoking outdoors, please remember to properly dispose of cigarette butts.

If you reside in a Smoke Free building, smoking or vaping of any kind will not be permitted in your apartment, garage, the common areas or on the grounds. The common areas include

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the entryways, stairwells, hallways, laundry rooms, business centers, fitness rooms, guest rooms, community rooms and parking areas.

All residents are strictly liable and responsible for any property damage and/ or personal injury resulting from anyone smoking in the apartment, or on the apartment's balcony, deck or patio. If smoking is allowed in your apartment home, balcony, deck, or patio, please remember to properly dispose of cigarette butts. It is recommended to dispose of smoking materials (example: cigarette butts) in sand or other non-flammable material. Common flammable materials include compost, potting soil, dirt or other organic substances. Resident shall immediately upon request reimburse for all costs and expenses associated with repairing any property damage to any apartment including the balcony, deck or patio and without limitation damage to the floors, walls, ceiling, windows, window coverings and carpets, including all costs and expenses associated with any necessary cleaning and deodorizing or the replacement cost.

MOLD

Mold is a serious, but preventable problem. If you discover mold in your apartment, you need to notify management in writing immediately that you believe you have discovered mold. Don't wait on this issue. Most mold issues are caused by certain living conditions, which, if changed, can lessen the incidence of mold in the apartment.

Here are some tips to follow:

1. Immediately report to the Site Office any evidence of a water leak or excessive moisture in your apartment, storage room, garage, or any common area.
2. Immediately report to the Site Office any evidence of mold growth that cannot be removed by simply applying a common household cleaner and wiping the area. Also, report any area of mold that reappears despite regular cleaning.
3. Immediately report to the Site Office any failure or malfunction with your heating, ventilation, air-conditioning system, or laundry system.
4. Immediately report to the Site Office any musty odors that you notice in your apartment.
5. Open windows. Proper ventilation is essential. If is not possible to open windows, run the fan on the apartment air-handling unit to circulate fresh air throughout your apartment.
6. In damp or rainy weather conditions, keep windows and doors closed.
7. Clean and dust your apartment on a regular basis. Regular vacuuming, mopping, and use of environmentally safe household clearers are important to remove household dirt and debris that contribute to mold growth.
8. Periodically clean and dry the walls and floors around the sink, bathtub, shower, toilets, windows, and patio doors using a common household disinfecting cleaner.
9. On a regular basis, wipe down and dry areas where moisture sometimes accumulates, like countertops, windows, and windowsills.

10. Use the pre-installed bathroom fan or alternative ventilation when bathing or showering and allow the fan to run until all excess moisture has vented from the bathroom.
11. Use the exhaust fan in your kitchen when cooking or while the dishwasher is running and allow the fan to run until all excess moisture is vented from the kitchen.
12. If spills occur, dry up excess water immediately.
13. If applicable, ensure that your clothes dryer vent is operating properly, and clean the lint screen after every use.
14. If applicable, when washing clothes in warm or hot water, watch to make sure the condensation does not build up within the washer and dryer closet; if condensation does accumulate, dry with fan or towel.
15. Do not overfill closets or storage areas. Ventilation is important in these spaces.
16. Do not allow damp or moist stacks of clothing or other cloth materials to lie in piles for any extended period of time.
17. Do not block or cover any of the heating, ventilation, or air-conditioning ducts in your apartment.
18. Immediately report to the Site Office any inoperable windows or doors.

PEST PREVENTION RULES & GUIDELINES

The information below is shared to remind our residents of the rules and guidelines we have to help prevent unwanted pests from entering your home and to tell you what to do if you suspect you have a pest problem. Controlling and eradicating a pest problem involves a commitment from you, Management, and our professional pest control provider. Management reserves the right to charge a fee for any unreported pests and any fees incurred for extermination services.

Examples of pests include but are not limited to: mice, roaches, bedbugs, and ants.

This information should not be viewed as a complete list of all actions that need to be taken for pest control. In its discretion, Management may direct further actions on the part of Residents impacted by pests.

Pest prevention pointers:

1. Residents shall use reasonable diligence in care for the rental home and shall maintain the rental home in a clean, safe, and sanitary condition.
2. Many pests enter our buildings by "hitchhiking" on objects brought into the building. Do not bring used furniture, including bed frames, mattresses and stuffed furniture into your home. Never pick up "free" items from the street or garbage as they can contain bedbugs, pests, and/or eggs of pests. All residents and guests are prohibited from going through or removing any items from the garbage areas on the property.

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3. All pests look for food, water and shelter. Use reasonable care to keep your home free from pests and conditions that encourage an infestation of pests. Maintain your home in a clean and sanitary condition at all times.
4. If you suspect your friends or relatives have pest problems, use reasonable caution when leaving their home. Brush off shoes and pant hems when leaving and do not bring bags or other items from infested places into your home.
5. Boxes and dry food containers that are not airtight are a way for pests to enter your home. Cardboard boxes, especially those used for storing of food, must be promptly discarded. Taking away the food source helps to eliminate the pests.
6. Building doors and windows should only be opened as needed. Ensure you have a closed screen on all windows and patio doors to provide a barrier between your home and outdoor pests.
7. Residents shall exercise good housekeeping, including the following:
 - a. Avoid clutter and storing excessive "stuff".
 - b. Avoid or eliminate empty bottles, cans, and open boxes of food, as they can invite unwanted pests.
 - c. Inspect and vacuum crevices in rooms and around furniture, and when removing garbage.
 - d. When returning from travels, inspect all luggage for signs of pests prior to bringing into your home. To help prevent picking up of pests from hotel rooms, place all luggage in plastic bags and away from beds, walls, and soft furniture.
 - e. Follow all guidelines and rules set in place by Goldmark.

What to do if you suspect a problem:

1. Your Lease Agreement and Pest Addendum require you to immediately notify Management of any pest or suspected pest in your apartment. We have a professional extermination company to help us diagnose and determine the most effective way to treat and eliminate the pest. The sooner we are aware of the suspected problem, the quicker it can be eradicated, saving money and stress for everyone.
2. Residents should never attempt to treat their own apartments with insecticides or delay contacting Management to address any suspected pest problem. Management will use all reasonable methods to eliminate pests in the rental home.
3. If a pest problem is found in your home, it is mandatory that you comply with ALL recommendations and requirements of our pest control provider. This may involve proper laundering of bedding and clothing, discarding of some personal property, permanent removal of excessive clutter, and cleaning of cabinets and storage areas. Not complying will be considered a breach of your Lease Agreement and grounds for eviction. Further, if the pest control procedures found in this Handbook and Pest Addendum are not followed, residents may be liable to pay all costs incurred to exterminate and treat any pest infestation in the rental home, other rental homes, or the common areas.
4. Management may need to access your home and surrounding rental homes when a pest complaint is received. This inspection will happen with a 24-hour notice and is a necessary step in pest prevention.

Any resident noting a problem in their home or observing a potential problem in a common area or a neighbor's home, shall contact the Management office. You will make a difference in our pest prevention program by sharing with us any pest issues you are made aware of. Pest prevention is the responsibility of everyone. Please help us to keep your home pest free.

ANIMALS

All animals must be approved through written consent of management and accompanied by an addendum.

If you reside in a pet friendly building, the cat or dog must be approved through written consent of management and accompanied by a pet addendum, non-refundable pet fee, and monthly pet rent. Some breed restrictions apply. Exotic pets are strictly prohibited. Birds and fish, in limited numbers, are allowed without written consent.

No animals are allowed in any recreation rooms or recreation areas within the community; unless the animal is a service animal. The animal must accompany the resident at all times and remain under resident's control.

In addition, please take proper care of your animal by using designated animal areas on the property and properly disposing of waste.

VACATION

While you are away from your apartment home, it may become necessary to contact you during your absence. If you plan to be gone for an extended period of time, in excess of seven days, please notify the Site Office in writing as to where you can be reached.

Do not turn off the heat in your apartment while you are away. The heat should be kept between 55-60 degrees to keep water pipes from freezing during the winter months.

GUESTS

Guests are welcome at anytime, however, they may not live in or regularly stay in the apartment for more than 14 consecutive calendar days without Management's prior written consent. For stays more than 14 days, we require that the guest be screened per Management's guidelines and criteria and then added as an additional resident to the lease, if approved. If the guest does not meet Management's screening criteria they must not be allowed to live or regularly stay in the apartment home.

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In the event a guest receives US mail at the address listed on the Lease Agreement, this will be considered a violation of the lease and it shall be considered that the guest is living or regularly staying in the apartment without Management's written consent.

Please remember that Residents are responsible for their guests and their actions. Guests are held to the same rules as Resident and violations of rules and regulations by guests can be grounds for termination of the lease and/ or eviction.

All Residents and their guests are expected to conduct themselves in a respectable manner. Overindulgence in alcoholic beverages, loud parties, disorderly conduct or any criminal activity will be grounds for termination of the lease and/ or immediate eviction.

RENTERS INSURANCE

It is the responsibility of each resident to insure personal possessions. It is recommended that Resident(s) obtain renters insurance to protect against liability claims and damage to the premises caused by Resident(s) or Resident's Guest. It is recommended that the Resident obtain insurance to cover loss or damage to their personal possessions. Resident acknowledges that resident will be responsible to others for the full cost of any injury, loss, or damage caused by the neglect or intentional conduct of Resident(s) or Resident's Guests. Resident is not to be considered co-insured with Management/ Owner on any of the Management/ Owners insurance policies and resident will not be covered by such insurance. Management is not liable for any damage or offset of rent because utility interruptions or other services furnished to the Resident.

DECORATING YOUR HOME

Feel free to hang lightweight fixtures on your walls using nails or picture hangers. Please check with the Site Office before hanging heavy objects that require toggle bolts or special fasteners. Adhesive fixtures damage the apartment walls and should not be used.

Your walls are painted an off white or neutral color to blend with all decors. If you'd like to paint your apartment or apply wallpaper/ border, please contact the Site Office to obtain prior approval.

Contact paper, tape or glue is not allowed on doors, walls, appliances or cupboards. The apartment must be restored to the original condition at the time of move out, normal wear and tear excepted.

FIREPLACES

(WHERE APPLICABLE)

Dampers should be open before using your fireplace. The fireplace should be kept clean at all times. Ashes should be cooled thoroughly before disposing. For your safety, a screen should be kept in front of the fireplace at all times. Only firewood or artificial fireplace logs may be burned in the fireplace. Please contact the Site Office for further operating instructions.

SMOKE & CARBON MONOXIDE DETECTORS

Smoke detectors and carbon monoxide detectors beep occasionally because they need cleaning, or the battery is low. Do not remove or loosen the covers of any detector or it will not be able to perform its function. It is the Residents responsibility to notify Management if the smoke and/ or carbon monoxide (CO) detectors are not functioning. Resident may replace the batteries or may contact the Site Office for assistance.

Should there be a problem or fire related to disconnection or inoperability, you will be liable for any cost associated with repair.

CHRISTMAS TREES

Natural cut and flocked Christmas trees are prohibited in all buildings. Artificial trees are permitted if they are flame resistant or flame retardant.

HAZARDOUS MATERIALS

In accordance with state and/ or local fire codes, do not put flammable, caustic, or explosive materials or liquids in storage areas, garages, or apartment homes. Do not store items that could create a hazard or danger to other residents. Do not store anything on or near the furnace or water heater. Do not block the air intake vent located in the furnace areas and/ or living area. This could be dangerous.

Do not store, possess or use any type of toxic, flammable or illegal substances including fireworks in the apartment or anywhere on the property. The term "fireworks" includes, but is not limited to, the following: firecrackers, torpedoes, skyrockets, roman candles, cherry bombs, bottle rockets, M-80s, and sparklers. Failure to comply is considered a material violation of the lease.

FIRE GUIDELINES

RESIDENT HANDBOOK

No part of basement space is to be used as a bedroom in an apartment home. Using any basement space as a bedroom is a violation of city code, a violation of the Lease Agreement, and more importantly, poses safety and health risks. In addition to other code requirements, a basement bedroom must have a qualified "escape window" as an exit option in case of a fire.

Use of candles or other items with open flame is prohibited. Residents are responsible for any damage resulting from their use.

Fire Department regulations require sidewalks, corridors, passages, stairways, and common storage areas to be kept free of all personal belongings.

Be aware of the exit doors in your building; know where they are and know the closest stairway to your door. In the event of a fire, exit the building immediately using the nearest and/or safest exit. Do not use an elevator. For your protection, maintain a safe distance from the building and keep away from the parking lot to enable emergency personnel to access to the building. If the fire alarm in the building is triggered, it is imperative the Fire Department immediately be contacted by dialing 911. The Fire Department is not automatically notified simply because the fire alarm system is activated. The Fire Department will respond only via a 911 emergency phone call. If you sense fire danger, or if the fire alarm system is activated, please call 911. There are fire extinguishers in each building to use if it becomes necessary for immediate action.

The National Protection Association offers these additional suggestions:

1. Make an escape plan in case of fire. Plan two ways out. (Example: stairways, windows). Be sure you can unlock locks quickly. Use the stairway to leave the building. Never use the elevators.
2. Get out fast. Call the fire department after you are out of the building.
3. Meet at the front door of the building where the fire department will arrive. Report to the person in charge so that all building residents can be accounted for.
4. Do not re-enter the building until the fire department approves re-entry.

If you are in the building and suspect a fire, using the following precautions:

1. Crawl low, under the smoke. Smoke contains gases and is hot so it will fill the room at the top first. If you must exit through smoke, crawl to the nearest exit.
2. Test doors before opening to make sure there is no fire on the other side. Test all areas of the door. If it feels cool, exit. If possible, close the door behind you to slow the spread of smoke or fire.
3. If it is safe to exit, cover your nose and mouth with a moist cloth and exit quickly.
4. If you cannot exit, close the doors between you and the fire. Stuff the cracks around the door. Place a light-colored cloth out the window to alert the fire department.
5. Stay at the window to allow exiting from the window with the assistance of the fire department.
6. Only open windows to let in some fresh air, not enough to change the air pressure so the smoke enters from outside the room. If smoke enters, close the windows.

DRUG-FREE AND CRIME-FREE HOUSING

The resident, any member of the resident's household, a guest or any other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C 802]).

The resident, or any member of the resident's household, a guest or any other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.

The resident and/ or any member of the resident's household will not permit the dwelling apartment to be used for, or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

The resident and/ or any member of the resident's household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or near the dwelling apartment premises or otherwise.

The resident, any member of the resident's household, a guest or any other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the dwelling apartment premises.

Resident, members of the resident's household, guests, or other persons under the resident's control shall not engage in the following Disorderly Use activities: violations of state law relating to alcoholic beverages, trespassing or disorderly conduct and violation of the City Code relating to prohibited noise.

Depending on your state of residence, eviction proceedings will be initiated against any Resident who poses a danger to other tenants, Management, or other individuals, or engages in the applicable criminal activity.

VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

INCLEMENT WEATHER

City sirens may indicate a tornado has been sighted or the conditions are right for straight line winds to occur. Upon hearing City sirens, you should take immediate cover in the lowest level of your building. Remember to keep away from doors and windows.

GIVING YOUR NOTICE TO VACATE

We understand there are circumstances when it may be necessary to move. Either party may terminate the Lease Agreement at the end of the legal term.

In order for the notice of termination to be proper, it must be (A) written; and (B) received by Management on or before the first day of the month, which is at least TWO FULL CALENDAR MONTHS prior to the end of the lease period. If the Lease Agreement has been renewed on a month-to-month basis, then the notice of termination can be given by either party in writing at least one full calendar month prior to the end of the lease period. Any notice of termination is effective as of the last day of the month prior to the end of the lease period. Any notice of termination is effective as of the last day of the month only and surrender of the premises must be not later than 12 noon on the last day of the month. No surrender will be considered accepted by Management without written consent of Management. Any other form of termination must be agreed upon in writing by both parties. If you are unsure of the end of your lease term or have any questions regarding your notice, please contact the Site Office immediately or refer to your Lease Agreement.

In the event you give an improper notice of termination you will be responsible for any rent due for the remaining lease period for which you are legally responsible. In addition, an early termination charge of \$300 will be assessed. Upon termination of the Lease Agreement, you shall provide management with a forwarding address.

You may choose a Lease Buy-Out option with written consent of Management and a signed Lease Buy-Out Agreement. Please contact the Site Office for more information.

MOVE OUT PROCEDURES

To assist you with a smooth move-out, there are certain steps that must be completed.

First, please schedule an appointment with your Site Office for your move-out inspection at least 15 days before you vacate to ensure proper scheduling.

Second, professionally steam clean carpets prior to move out. A copy of your steam cleaning receipt must be given to the Site Office when your move-out inspection is done. If you do not want to handle carpet cleaning arrangements, please notify the Site Office and they will schedule this for you and deduct this expense from your security deposit as permitted by law. Please return all keys, garage remotes, and provide a forwarding address.

Third, review your Move-Out Checklist to ensure that your apartment is ready for your scheduled move-out inspection. The Move-Out Inspection will verify the apartment condition, fixtures and appliances have been maintained. The Move-Out inspection will be compared to your Move-In Inspection to identify any discrepancies. You may be charged to restore the apartment to its original move-in condition. cleaning and damages beyond

RESIDENT HANDBOOK

normal wear and tear will be deducted from your security deposit or charged to you if the security deposit does not adequately cover such charges.

If a Jetty (Surety) Bond was purchased at the time of move in, you are responsible for any move out costs, in accordance with the terms of the Lease Agreement. Balance is due immediately upon move out. Failure to pay the amount owed will result in formal collection procedures. Any amounts paid to Goldmark by Jetty will be subject to Jetty's collection procedures. Any balances due greater than those paid by Jetty will be subject to Goldmark's collection procedures

THANK YOU

Please feel free to contact the Site Office whenever you have a question, or we can provide assistance.

CORPORATE OFFICE

Goldmark Property Management
1707 Gold Drive South, Suite 200
Fargo, ND 58103
(701) 235-2920

BRANCH OFFICES

Goldmark Property Management
1929 North Washington, Suite B
Bismarck, ND 58501
(701) 255-6056

Goldmark Property Management
7901 Xerxes Avenue South, Suite 200
Bloomington, MN 55431
(952) 832-0737

Goldmark Property Management
3605 20th Street S
Grand Forks, ND 58201
(701) 780-9901

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Erika Hackley	3		Completed	IP Address: 69.92.124.182 Timestamp: 06/12/2023 11:38:03 AM CST User Agent: Chrome on Windows
Erika Hackley	5		Completed	IP Address: 69.92.124.182 Timestamp: 06/12/2023 11:38:05 AM CST User Agent: Chrome on Windows
Erika Hackley	7		Completed	IP Address: 69.92.124.182 Timestamp: 06/12/2023 11:38:07 AM CST User Agent: Chrome on Windows
Erika Hackley	39		Completed	IP Address: 69.92.124.182 Timestamp: 06/12/2023 11:38:08 AM CST User Agent: Chrome on Windows