



RESIDENT HANDBOOK

HOM Property Management, LLC
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Mankato MN 56001

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INTRODUCTION

This Tenant handbook is provided to help you identify Tenant lease obligations and to answer questions that may arise during your residency. This Handbook may not answer every question you might have but does answer questions we are asked most frequently. Please refer to your lease renewal each year for possible changes in policy.

A copy of "Landlord and Tenants: Rights & Responsibilities" can be found at:

<https://www.ag.state.mn.us/consumer/handbooks/lt/default.asp>

CONTACT US

YOUR PORTAL

Tenants are required to sign up and utilize their Resident Center tenant portal. Tenants can make payments, submit maintenance requests, and view documents. Tenants will also receive an opt-in text message upon lease signing to be able to communicate with us. Tenants are required to opt-in to these text messages, as they are an important part in getting any maintenance related messages delivered.

REPORTING MAINTENANCE CONCERNS

Welcome HOM! Please follow these procedures when it comes to reporting maintenance or if you have any general questions:

Emergency Maintenance- This includes a major water issue, no heat, sewer back up, or no water.

- Call us at (507) 344-1128 and be sure to leave a voicemail if your call is not answered.
- This number can be called 24/7/365, for maintenance emergencies.

Emergency Safety Issues- This includes fire, gas smell, carbon detector sounding, or crimes.

- Call 911!

Non-Emergency Maintenance- This includes things like a leaky faucet, burnt out light, cosmetic requests, etc.

- Submit maintenance requests via your portal. If you need help setting up your online portal, please call us during normal business hours (M-F 9am-4pm).
- Non-emergency maintenance requests will NOT be taken over the phone.
- The quickest way to reach maintenance for non-emergency requests will ALWAYS be via the online portal.
- If you need to submit multiple maintenance requests at the same time, they **need** to be submitted on only one (1) request in your online portal.

General questions- Non-maintenance related

- ❖ Submit a general inquiry request via your portal. Again, if you need help setting up your online portal, please call us during normal business hours. (M-F 9am -4pm)

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MOVE-IN

- ❖ Make sure any required utilities are in your name (see Utility Bill Agreement in your lease).
- ❖ Use extreme care moving items into the unit. Use particular care around corners, in hallways, stairwells, and in doorways to avoid scuffs, dents, or scratches to furnishings and rental unit.
- ❖ Inspect the unit thoroughly when you move in. You will be provided with a “Move-In Checklist” for the purpose of noting any problems with the unit that you must return within 5 days of picking up your keys. Tenant(s) will be charged for any undocumented damages, beyond normal wear and tear, to the unit at the end of the lease.
- ❖ Tenants are required to sign up and utilize their Resident Center tenant portal. You can make payments, submit maintenance requests, and view documents. Tenants will also receive an opt-in text message upon lease signing to be able to communicate with us. Tenants are required to opt-in to these text messages, as they are an important part in getting any maintenance related messages delivered.
- ❖ If you have not yet done so, you must complete a Petscreening profile at www.HOMpropertymanagement.petscreening.com. This applies even if you do not have pets.

GENERAL INFORMATION

LEASE

- ❖ There will be a copy of your lease saved to your portal that you'll be able to access at any time! Simply look under the 'documents' tab.

RENT PAYMENTS

- ❖ **Rent is due by the 1st of each month or a late fee of 8% will be assessed.**
- ❖ Monthly rent may ONLY be paid with ONE payment. Partial payments will not be accepted. With multiple roommates, we see that it's common for everyone to pay one person (via Venmo, Cash App, Zelle, etc.), who then makes the payment online.
- ❖ Options for making a payment are direct deposit, money order, cashier's check, personal check, or credit card/debit card. Cash is not accepted.
- ❖ **You can pay via direct deposit through the Tenant Portal online at no cost. Payments received through credit card will incur a 3.5% processing fee. Payments received through check or money order will incur a \$25.00 processing fee.**
- ❖ If any breach of lease goes unresolved for more than 5 days during the lease, management has the right to evict.
- ❖ Should we receive more than two (2) NSF (non-sufficient funds) payments and/or “stop” payments, we will no longer accept electronic payments or personal checks. Payment must then be made by money order or cashier's check. If a bad check is not corrected, a criminal charge will be filed with a Collections Agency and the District Attorney. There will be a charge assessed in the amount of \$30, plus any other collection fees for any NSF check, stop payments, court fees and Credit Report Ratings, and rent will be considered late.
- ❖ Each Tenant signed on the lease is responsible for paying the full outstanding amount of rent for the house and any other money owed to management.

PETS

- ❖ All Tenants are required to verify their intent of having or not having an animal at the property by making an account with PetScreening, the online pet screening company, using the link sent via email to Tenant. **Even if you do not have any pets, you will still need to complete a form.**
- ❖ At any point after the lease has started, Tenant is required to get permission from Management before any animal is brought to the property, even if by a guest.
- ❖ Any Tenant with a pet, emotional support animal (ESA), or service animal is required to complete an application for each animal on www.HOMpropertymanagement.petscreening.com.
- ❖ Tenants are prohibited from allowing animals on the premises or grounds, whether accompanied by a visitor or otherwise, unless written approval is received from Management.
- ❖ Tenants who have pets must meet the following requirements: complete account with the online pet screening company (subject to filing fee), \$50.00 office filing fee, pet must be at least one (1) year old-verified, \$50.00 monthly fee, a copy of current vaccinations, and proof of renter's insurance policy. Management must be named as "additionally insured". Current vaccinations records are required for ESA/service animals but are exempt from all fees and monthly charges. After these steps are completed, a Pet Addendum must be completed and signed by Tenant and Management.
- ❖ Tenants with a pet must have all carpets professionally cleaned at move out and a copy of the receipt turned into Management.
- ❖ If Management is made aware of an unauthorized animal, regardless of amount time, Tenants shall remit a fine of \$500.00, shall be charged the animal administrative fees that would have been charged for the animal dated back to the beginning of this lease, and \$50.00 fine per day until animal has been approved by Management or has been removed from the property.
- ❖ Animals are not allowed to be tied up outside while left unattended.
- ❖ Animals are not permitted to be a disturbance to others.
- ❖ Animals are to remain on handheld leash at all times under supervision when outside.
- ❖ Pets must be spayed or neutered.
- ❖ Animal waste must be picked up and properly disposed of immediately.
- ❖ Pet breeding is not allowed.
- ❖ Animals are not allowed to hinder Management's right to enter property.
- ❖ Any caged animal, such as a hamster, gerbil, snake, etc. must be documented via the online pet screening company process. Any aquatic animal, including fish, turtles, and the like, do not need to be processed in the online pet screening company, however tanks must be 10 gallons or less. Any tank larger than 10 gallons will NOT be allowed.
- ❖ Tenants agree to be responsible for any and all damage an animal at the property creates. All Tenants, if more than one, shall be jointly and severally liable for the full amount of any payments due under this agreement.
- ❖ Tenants understand Management reserves the right to require removal of the pet with written notice at any time. If Tenant breaches these rules and requirements, Tenants shall remit a fine of \$500.

UTILITIES

- ❖ Within your lease is the 'Utility Addendum' on page 12. There, you can see exactly which utilities will need to be in your name, and which ones (if any) you'll be responsible for reimbursing to Management via the online portal.
- ❖ Please make sure you set up all required utilities by your lease start date to avoid any fines. If required utilities are NOT placed in Tenants names upon lease start date, a \$50 processing charge will be assessed per bill the office receives not in Tenants name. Failure to make full payments may result in shutting off of the utility service. Disconnection and/or re-connection charges assessed, the

full utility payment, and late fees will all be paid before the utility is turned back on plus a \$50 Management fee.

TRASH & RECYCLING

- ❖ For information about your trash or recycling (if applicable) pick up days, please contact the garbage company directly or view their website for their pickup calendar. The name of the garbage company will be printed on the side of the can.
- ❖ Garbage and trash are to be disposed of each week. On every day except “pick-up” day, garbage cans/recycling bins need to be out of view of the public.
- ❖ If more bags than the city allows are found, they may be picked up at Tenant’s expense without notice. Garbage haulers require that you bag and place the garbage in the container. Additional garbage bags can be put out for collection by purchasing tags for the bags from the city (Mankato residents Intergovernmental Center).
- ❖ Hazardous waste such as discarded tires and oil ARE NOT accepted for garbage pickup.
- ❖ Large items such as furniture are not allowed to be thrown in shared bins. Items are not allowed to be left near the street in hopes of others picking it up. If this is brought to management’s attention, a hauler will be hired immediately, and items will be disposed of at the Tenants cost. Tenants will also be responsible for any strike the City may issue for such infraction.

PARKING

- ❖ You will be given a form to write down the make, model, color, and license plate number of your vehicle. If your vehicle changes, please let us know. Some properties require a parking pass to be used by tenants. If you receive one, please hang it in your rear-view mirror when parking at the property.
- ❖ Any vehicle parked in “Permit Parking Only” without a permit will be towed without notice and at the owner of the vehicles’ cost.
- ❖ Please park in the designated areas specific to your property. Parking vehicles or equipment on lawns, sidewalks, or any prohibited areas can cause your vehicle to be towed at your expense or ticketed by the city.
- ❖ Anyone who parks or drives on the lawns will be charged for all damage to the sod and landscape.
- ❖ Please refer to the city for rules about parking on the city streets and regarding snow emergencies.
- ❖ If you park in a lot, make sure you pay close attention to messages from us regarding snow removal times and when you may need to move your vehicle to avoid being towed.
- ❖ NO vehicle repair or maintenance work may be performed on the grounds or in buildings, rental units or garages. No disabled vehicles may be stored on the grounds. Such vehicles will be towed at vehicle owner’s expense.

TEMPERATURE SETTINGS

- ❖ Tenants agree to maintain the thermostat at 60 degrees to prevent any pipes from freezing. Do not turn furnace off during cold temperature months. Any damage caused by turning furnace off would be Tenant’s responsibility. If gone for any length of time, it is a good idea to have someone check on the house to make sure the furnace is working.
- ❖ Furnaces/Central Air temperature settings should be gradually increased to limit the possibility of the breaker or fuse popping, causing the unit to not work.
- ❖ AC units are not supplied by HOM Property Mgmt. Tenants are allowed to install a window AC unit but need to be installed correctly. If any damage to the property happens because of improper installation, Tenant will be charged for all repairs.

RENTER'S INSURANCE

- ❖ Management does not provide insurance coverage on Tenant's personal belongings and understand that neither Management nor its insurance carrier will provide reimbursement to Tenant for any loss of or damage to personal belongings unless said damage is by the negligence of Management.
- ❖ Management is not responsible for any damage or injury that is done to Tenant or his/her property, guests or their property that was not caused by management.
- ❖ Failure to carry renter's insurance can result in liability being held against the Tenant.
- ❖ Management strongly recommends that Tenant purchase sufficient insurance coverage of a type to protect against injuries, property damage or loss but not limited to, the following: theft, vandalism, fire, water leaks of any kind, storms, power outages, liability, any acts of God and nature, etc.

RENEWING LEASE

- ❖ Tenants who choose to re-lease for another year must be in good standing with management.
- ❖ A renewal offer will not be given if Tenants have an outstanding balance at the time of renewal.
- ❖ Tenants who choose not to renew understand the unit will be advertised and shown in efforts to secure the next tenant.

RENEWING LEASE – PARTIAL MOVE OUT

- ❖ If a current Tenant elects not to renew their lease, any renewing or incoming Tenant(s) shall be responsible for bringing the security deposit to the full required amount. This payment must be made within two (2) weeks of the new lease being signed.
- ❖ When a new Tenant is added to a lease for a property that is currently occupied, they assume responsibility for any damages incurred during previous lease term(s).
- ❖ Lease renewal may be canceled if Tenant has an outstanding balance at time of signing.

ADDING A TENANT

- ❖ A fee of \$175.00 will be charged for each Tenant who is added to the lease once the lease term begins. Current Tenant(s) must notify Management of their intent to add somebody to their lease.
- ❖ Management must receive consent from all Tenants currently on the lease to begin processing the applicant who is wanting to join the lease.
- ❖ Those looking to be added to a lease must complete a rental application and pass the rental requirements to be approved. Application can be found on www.hompm.com/apply-now/.

REMOVING A TENANT

- ❖ A fee of \$175.00 will be charged for each Tenant who is removed from lease once the lease term begins.
- ❖ Removing a Tenant requires the consent of all Tenants that will remain on the lease.
- ❖ Remaining Tenants must meet income requirements for the unit (income two (2) times the amount of monthly rent) and must assume all responsibility for damages and monies owed going forward. If Tenant(s) do not meet the income requirements, the Tenant who wishes to be removed from the lease must sublease their spot on the lease.
- ❖ If Tenant(s) who are remaining on the lease have a Co-signer(s), that Co-signer(s) must sign the agreement giving permission for the Tenant to be removed from the lease. All forms for removing a Tenant must be filled out by all parties for it to be approved. Removed Tenant will not receive a security deposit return.

AVOIDING FEES & DAMAGES

1.TENANTS ARE RESPONSIBLE AND LIABLE FOR THE ACTIONS OF THEIR GUESTS: The limit is 4 guests in addition to the number of Tenants. Only 1 guest is allowed to stay overnight up to 3 times a month. There is a \$500 fine for unauthorized Tenant and a \$100 fine per night.

2. NO LOUD PARTY/DISTURBANCE POLICY: Management has and enforces a 'NO LOUD PARTY/DISTURBANCE POLICY' for all properties. The limit is 4 guests in addition to the number of Tenants. By enforcing a 'NO PARTY POLICY', our goal is a dual one: 1) To alleviate damages that occur to our buildings and properties during party type gatherings, 2) to keep the atmosphere at all of our properties such that our Tenants respect each other's right to the quiet and peaceful enjoyment of their homes and neighborhoods. The term "Party" refers to any loud/intrusive or disturbances at any time of the day, which result in complaints from one or more Tenants or persons in the neighborhood, OR results in any visits from the Police or Management in response to loud or otherwise disruptive activities. Tenants agree to abide by all city ordinances. Tenants or their guests shall not create or permit excessive noise or have parties that disturb others at any time. If the police or management verifies a loud party/disturbance, there is a \$1,000 penalty for the first report, plus possible eviction, and this amount doubles (2nd report has a \$2,000 penalty, plus possible eviction, 3rd report has a \$3,000 plus immediate eviction) with each subsequent report. All Tenants on lease are required to attend any meetings required by the City or Management for violations of their City Party/Disturbance Ordinance. If the meeting is required by the City, Tenants agree to attend and pay an additional \$500 penalty. If a meeting is required by Management, Tenants agree to attend and pay an additional \$100 penalty. Examples of disturbances include, but are not limited to: excessive volume, banging or slamming doors, continuous barking or other disruptive behavior from pets, large gatherings or parties, loud conversations or arguments, excessive vehicle noise, loud music or televisions, and jumping, running, or stomping.

3. NO BULK ALCHOHOLIC BEVERAGE: Management enforces NO BULK ALCHOHOLIC BEVERAGE policy. ABSOLUTELY no alcohol in bulk of any kind is allowed on premises or on the grounds. If kegs or bulk alcohol full or empty are found in this rental property, Tenants agree to pay \$500 penalty and need to remove said items immediately.

4. NO ILLEGAL DRUGS: Tenant is prohibited from the manufacture, distribution, sale or use of any illegal drugs on the premises or grounds. In the event Tenant breaches this prohibition against drugs, this may result in immediate eviction and Tenant shall remit the sum of \$1,000 to Management plus liquidated damages for each breach committed by Tenant. All Tenants will be responsible for any and all cost to repair damages caused by drug activity. All Tenants on lease are required to attend any meetings required by the City or Management for violations of their City Ordinances. If a meeting is required by the City, Tenants agree to attend and pay an additional \$500 penalty. If a meeting is required by Management, Tenants agree to attend and pay an additional \$100 penalty.

5. NO SMOKING/OPEN FLAMES/VAPING: NO SMOKING/VAPING OF ANY KIND, DO NOT BURN CANDLES, INCENSE, OR HAVE OTHER OPEN FLAMES IN THE PROPERTY OR WITHIN 25 FEET of house, porches, garages and sheds. No smoking is allowed in the unit per the Minnesota Freedom to Breathe Act. It is a fire hazard, and smoke and soot will deposit on walls and ceilings. Any damage as a result of smoking or open flames will be charged to Tenant. If Tenants violate this rule, there is a \$500 fine, which doubles with each additional violation, with the possibility of eviction of all Tenants.

6. NO FIREPLACES AND FIRE PITS: Fireplaces and FIRE PITS will NOT be allowed under any circumstance. A fine of \$500 will be imposed for any violation.

7. SMOKE/CARBON MONOXIDE DETECTORS: Each rental unit is equipped with smoke detectors, fire extinguishers and carbon monoxide detectors. It is your responsibility to make sure they are hooked up and functioning. Test all detectors once a week and let Management know if any are malfunctioning. We will confirm the detectors are working at the time of move-in/out and if they are missing at move-out, Tenant will be charged for replacements. Notify Management if detector is beeping, but DO NOT disconnect or remove detector. Tenant will be charged \$50 for any smoke/carbon monoxide detector that has been disabled/tampered with. IT IS ILLEGAL TO DISCONNECT SMOKE DETECTORS/CARBON MONOXIDE DETECTORS. YOU MAY BE CHARGED WITH A MISDEMEANOR FOR DISCONNECTING OR DISABLING A SMOKE DETECTOR/CARBON MONOXIDE DETECTOR.

8. NO JUNKED MOTOR VEHICLES, TRASH, DEBRIS, OR UNUSED ITEMS ON THE GROUNDS: If the City/Management issues a ½ strike/report for any of these violations, Tenant agrees to pay \$500 penalty for the first report, and this amount doubles (2nd report has a \$1,000 penalty, 3rd report is \$2,000) plus the costs to remedy the situation (labor will be billed at \$100/hour, minimum of 1 hour). All Tenants on lease are required to attend any meetings required by the City or Management for violations of their City Party/Disturbance Ordinance. If a meeting is required by the city, Tenants agree to attend and pay an additional \$500 penalty. If a meeting is required by Management, Tenants agree to attend and pay an additional \$100 penalty. If strikes/reports are made, these will result in possible evictions.

10. DO NOT ATTEMPT TO REMOVE WINDOWS AND SCREENS: Damage resulting from window or screen removal efforts will be billed to the Tenant.

11. NO WATERBEDS/AQUARIUMS: Tenants may not keep a waterbed or other large water-filled items in the Rental Unit. Fish tanks 10 gallons or smaller are allowed with proper renter's insurance to cover possible damages.

12. CARPETS, INLAID VINYL, AND LAMINATE FLOORING MAINTENANCE: Vacuum all carpet at least weekly. Keep food and beverages off carpet and laminate floor areas. Flooring that must be replaced because of food and beverage damage is at Tenant's expense (red Kool-Aid stains are almost always permanent). Shampoo carpets as needed during residency. Sweep and wash vinyl and /or laminate flooring (with laminate floor cleaner only) at least weekly. We recommend that all carpets are to be professionally cleaned every two years if the lease is continually renewed. Management also recommends having the carpets professionally cleaned prior to moving out to avoid charges for damage beyond normal wear and tear. Tenants agree that failure to leave the Rental Property in a clean and rentable condition constitutes abnormal wear and tear.

13. MAINTAINING THE RENTAL UNIT: Tenants agree to maintain the rental unit. Tenants shall, at their own expense, and always, maintain the premises in a clean, sanitary, and habitable condition, including all equipment, appliances, furniture, and property. With reasonable notice Management may do an inspection of the property and if any violations are found, Tenants are responsible for bringing the property back into compliance. Follow-up inspections may be carried out to ensure the property is being kept in a safe and sanitary condition. Tenants are responsible for damages to premises caused by their negligence and negligence of their guests. Tenants will also have carpets professionally cleaned every two years and prior to vacating premises by carpet cleaning service. Tenants agree not to place wipes, paper towels, cigarette

filters, diapers or disposable diapers, facial tissue, sanitary pads, or other such objects down the toilet. Tenants will put up their own storms or screens (or plastic if approved by management). TV cables and telephone hookups are also the responsibility of Tenants. Tenants are responsible for immediately reimbursing Management for any cost incurred to bring the property back to clean, sanitary, habitable and safe conditions.

14. NO MAINTENANCE REPAIRS: Tenant must not attempt any appliance or maintenance repairs. Use the Tenant portal to inform Management of repair requests, so qualified people can make any necessary repairs. Any repair costs that are the result of attempted self-repair on the part of the Tenant will be charged to the Tenant. Any required repairs that are the result of Tenant-caused negligence will be charged to the Tenant. Any repair requests that could have been made during normal business hours may incur an after-hours service charge to Tenant. Unnecessary service calls are also considered Tenant negligence.

15. YOU ARE RESPONSIBLE FOR UPKEEP OF THE AREA DIRECTLY AROUND YOUR UNIT, FRONT AND REAR: If areas around the rental unit must be cleaned up there will be a garbage removal/clean-up fee for any cleanup of garbage, cigarette butts, etc. left anywhere on the premises (other than the garbage can). Unattended items left in shared yards, halls, parking area or area directly around the rental unit will be assumed abandoned. The city has ordinances and fines for failure to obey the ordinances. It is important that the building grounds and premises be kept sightly and always picked up. Toys and playground equipment are not allowed to left out in a shared area, without management approval.

IF your lease has a yard care addendum agreed to reduced rent; Tenants agree to mow the lawn, pull weeds, maintain the yard, and remove snow on sidewalks (the city mandates public sidewalks are to be cleared of snow within 24 hours of accumulation), driveways, and parking areas. If Tenant fails to do these things, management, city, or other appropriate governing bodies has the right to mow lawn, remove snow. Tenants are responsible for all charges, (plus a minimum of \$100/hour, minimum of 1 hour for labor). In addition, the discount given for the month in question will be added back onto your account.

16. NO FURNITURE IS TO BE KEPT OUTSIDE: Inside furniture is never to be used outside of the rental unit. Patio furniture specifically manufactured for outdoor use may be used only if the rental unit the Tenant is renting has a patio or deck. Any other furniture found outside will be disposed of and charged for that disposal to the Tenant.

17. NO ROOF ACCESS: Neither Tenants or guests or any other person may go out on the roof or place any items on the roof as this may result in damage.

18. USE NON-ABRASIVE CLEANERS FOR HOUSEHOLD CLEANING: Avoid the use of SOS, Comet, and similar abrasive cleaners as these leave scratch marks. We suggest 409 Tub & Tile Cleaner, Magic Eraser, and other non-abrasive cleaners. Management prohibits the use of Drano, Lye, Liquid Plumber, and other drain opening chemicals. If drains become plugged and you are unable to loosen the plugged debris with the use of a plunger, submit a Maintenance request so they can come in and check the problem. If it is found to be an issue caused by the Tenant, rather than normal wear or tear, the Tenant will be charged.

19. WRAPPING STOVETOP DRIP PANS WITH TIN FOIL: This may help keep them from getting black and overly soiled, so they are cleanable instead of having to be replaced at move-out.

20. MICROWAVE CARE: NO metal items can be placed in the microwave. Damage due to misuse will be charged to the Tenant. Clean the microwave regularly, as food particles left in the microwave can cause a fire.

21. DISHWASHER CARE: Use only detergent specifically recommended for dishwashers. Other soaps will cause the dishwasher to plug with suds and overflow. If a service technician is sent out on a call of this type and we are informed that the only problem is that the Tenant used the wrong soap in the dishwasher, the Tenant will be charged for the call.

22. DO NOT ALTER OR PERMANENTLY DECORATE PREMISES: No alteration, addition, or improvements shall be made in or to the property. Tenants will contact Management if an alteration is needed and will then become Management's decision. Tenants shall not put nails in woodwork or Formica. Do not use the countertop or Formica to cut on. Please use a cutting board. Repair or replacement of damaged countertops, walls or woodwork will be charged to the Tenant. NO painting of any of the property is allowed.

23. HOW TO LIMIT DAMAGE TO INTERIOR: When hanging items use 3M hooks and when removing them follow the instructions. If nails/screws are needed, make sure to minimize the number of holes by measuring and marking hole location. You are allowed to use nails and anchors when necessary but please note that you will be responsible for repair at move out. Never use nails/screws in window or floor trim. Do not attach mirrors of any kind, self-adhesive of any kind, or use nails/tacks on any of the interior doors. These damage paint, wood and sheetrock when removed. Repair of resulting damage from the use of adhesive type attachments will be charged to the Tenant. Keep furniture away from walls. Scuff damage on walls is very difficult to remove, and many times will necessitate painting that will be charged to Tenant. We recommend keeping chairs and furniture 6 inches away from the wall to avoid rubbing. Do not push, kick or force interior doors open if they are closed or locked. This will result in damage to both doors and doorframes, which can be quite costly to repair. Repair of such damage will be charged to the Tenant. Large or excessive holes in the walls/ceiling may result in charges.

24. NO PAINTING: Tenant is not to do any painting or touchups in the Rental Unit. Any re-do of paint work or touchups in the Rental Unit will be charged to the Tenant. Tenant must remove all the nails. DO NOT FILL YOUR NAIL HOLES - Management will do this - If there are large anchors, or excessive holes, Management will deduct from your deposit for these repairs.

25. LOCKOUTS: Management will furnish one key per adult for each Property. Changing locks is not allowed and Tenants who change locks will be charged \$100 for each lock or padlock installed by Tenant or actual cost of replacement whichever is more. If locks are installed, Management may remove them or replace them without notice. Special locks (chains, slides, bolts etc.) are not permitted and cannot be installed on any property door. Management must have access to the home, meaning no locks can be changed. Drilling into cabinet/drawers is prohibited and Tenants must use an alternative method. Any damage to cabinets/drawers will be the responsibility of the Tenant(s). If Management unlocks the property due to Tenant being locked out, a \$50 charge or actual cost (after hours will incur an additional cost) will be added to the Tenants account. If you are locked out and Management is unavailable, call a local locksmith and expect to pay the service charge. Don't try to force the doors or windows, as repair costs will far exceed the cost of a locksmith service

26. NO KEYED LOCKS: No keyed locks can be installed on any interior door. You may not change any locks or door handles without permission.

27. BATHTUB DRAIN OR SINK: Drains that do not seem to drain very well are normally attributed to hair and debris buildup under the plug from baths and/or showers. Periodic plunging or use of a handheld hair drain snake may be helpful in preventing the buildup. Service calls to unplug drains that result in finding Tenant's items in the drain/pipes, will be charged to the Tenants.

28. KEEP A PLUNGER ON HAND: in the event the bathroom toilet or any of the sinks should plug. If management or a plumber is called to unplug a bathroom toilet or sink and we find it to be a Tenant caused problem, that expense is charged to the Tenant. DO NOT dispose of anything but toilet paper in the toilet (including Kleenex, "flushable" wipes, feminine products, paper towels, etc.)

29. CURTAIN RODS ARE NOT CLOTHESLINES: DO NOT hang clothes by hangers on curtain rods. The rods are not installed for this purpose and the weight of the clothes on the rod sometimes pulls it out from the wall resulting in sheetrock repair which will be charged to the Tenant(s).

30. WINDOW COVERINGS: Drapes/Curtains/Blinds, if they have been provided, must remain hung as provided and not be removed for any reason. Water stains on drapes are not considered normal wear and tear. Keep windows closed when it is raining. Blankets, sheets, cardboard, plastic and other such materials do not constitute curtains.

31. CHRISTMAS TREES: Keep trees away from heat registers as this will dry the tree out and make it more susceptible to fire. Do not lay the tree lights on the carpet to check them, as the intense heat will burn holes in the carpet. Do not leave tree lights on when sleeping or out of the Rental Unit. Use a plastic Christmas tree bag when removing the tree from the building to keep needle debris to a minimum.

32. TENANTS ARE RESPONSIBLE FOR CALLING LOCAL LAW ENFORCEMENT OFFICIALS: Tenants must call and obtain any applicable Police Reports at Tenant's expense should any vandalism occur within or around the rental unit. Tenants agree to notify management as well.

33. NO OFFENSIVE MATERIALS/SIGNAGE: Tenants are prohibited from displaying any offensive material that can be viewed from the exterior of the property. Management reserves the right to have the offensive item removed immediately. After the 1st warning, Tenants will be fined \$500, which doubles with each additional violation, with the possibility of eviction of all Tenants.

34. BUGS / RODENTS: We are committed to providing a safe and habitable living environment. This includes ensuring your apartment and all common areas are free of pests like insects, rodents, and vermin. While we will address and treat pest issues, Tenants are required to cooperate with pest control measures and take actions to prevent infestations. Tenants may be held financially responsible for extermination costs if a pest infestation is caused by their willful, malicious, or irresponsible conduct. Tenants are required to maintain reasonable cleanliness and follow all pest control instructions.

35. SEPTIC TANK: Definition: a tank, typically underground, in which sewage is collected and allowed to decompose through bacterial activity. Typically used at properties outside of the city limits. If there is a septic tank for the property, Tenants must have septic tank pumped clean no more than 7 days prior to move out with proof of receipt.

36. PROPANE TANK: If there is a propane tank for heating the property, Tenants must refill it to the same level as it was at move in.

37. WATER SOFTENER: If there is a water softener for the property, the Tenants are required to use it and refill tank to level it was at move in.

38. SUMP PUMP: Definition: a pump used to remove water that has accumulated in a water-collecting sump basin, commonly found in the basements of homes and other buildings. Disabling/unplugging the sump pump or not extending the sump pump hose back out into the yard after yard maintenance will result in a \$500 fine plus any repair costs from damages that occur.

CHARGES FOR NEGLIGENT DAMAGES DURING TENANCY

During tenancy any damage, beyond normal wear and tear, will be charged to all Tenants on the lease. Labor (\$65/hour, AFTER HOURS \$75/hour). Cost of labor and materials, along with a service fee of \$50, will be due immediately.

PROCEDURE FOR ASSIGNMENT OF LEASE

- ❖ Lease assignment is used when current Tenant under lease has found someone to take over the current lease from said current Tenant (sublet).
- ❖ Lease assignment is the only way a current Tenant may be released from the balance of his/her obligation to Management.
- ❖ Legal obligation of lease terms for current Tenant does not end until lease assignment is complete and new Tenant takes occupancy.
- ❖ Management will charge a non-refundable assignment of lease fee of \$350 per person for any lease assignment. Continued rent and utility payments are due until new Tenant takes over lease.
- ❖ The current Tenant's security deposit will remain on the account and will only be issued to the tenants listed on the lease at the end of the term. If departing Tenant would like their deposit back, they would need to work out an arrangement or payment from new Tenant.
- ❖ The new Tenant(s) will be jointly and individually liable for all money owed and the condition of the unit under the terms of the original lease agreement.
- ❖ New Tenant(s) understands that they will be responsible for damages that have occurred during the lease term.
- ❖ Any damages caused by departing Tenant(s) need to be worked out between all parties. HOM Property Management does not facilitate or is responsible for any payments made between Tenants and those looking to take over the current lease.

Procedure is as follows:

1. Tenant(s) must notify Management of intent to assign lease.
2. The unit, as a whole, must have a zero (\$0) balance for any assignment of lease to be finalized.
3. Tenant is responsible for finding a qualified replacement and advertising the unit at their own expense.
4. Tenant shows apartment and has those who are interested complete a rental application and pass the rental requirements in order to be approved. Application found on www.hompm.com/apply-now/.
5. Applicant must state in the "additional information" section that they are wanting to take over the lease.
6. If applicant is approved, all assignment of lease forms must be filled out by all parties.
7. No assignment of lease will be honored unless approved in writing by Management.
8. Current Tenant is to move all personal belongings out of the unit and do all required cleaning by the date the new Tenant will be responsible for the lease. If current Tenant does not surrender property at the agreed upon date/time listed on all assignment of lease documentation, incoming Tenant has the option to cancel the assignment of lease and the lease as written will stand and stay in current Tenant's name. Assignment of lease fee is non-refundable.
9. Actual costs incurred may be more or less than the above. A one-time charge of \$500.00, plus \$100.00 per person per day, will apply for any unauthorized persons occupying the unit, charged to all Tenants on lease.

GUIDE TO MOVE-OUT PROCEDURES

1. Your lease ends at 12:00pm (noon) on the last day of the lease. We charge \$200 per hour you are in the house past 12:00pm - make sure everything is out of the unit and cleaned by this time & keys are turned in. If it is found that the keys were left at the property and not dropped off at Management's office by 12:00pm on the last day of the lease, a fine of \$100 will be charged.
2. Drop off your keys, parking permits, forwarding address, etc. at our office. If you're dropping off the above-mentioned items during business hours, please bring them inside our office. If you drop them off after office hours, everything must be placed in an envelope labeled with your name and address and put in our drop box, located right by our front door. **If we do not have a forwarding address, security deposits/bills legally must go to your last known address, which is the property you just moved out of.** You have the option of scheduling a move-out inspection, scheduled within 5 days of your lease end date.
3. The unit should be completely empty and cleaned. We are looking for the property to be left in a rentable state with no work necessary to get it in shape for the next tenant. Management recommends having the carpets professionally cleaned prior to moving out to avoid charges for damage beyond normal wear and tear. Should cleaning be needed anywhere in the home after you move out, we will hire a company to do so, and we will take the cost out of your deposit along with an additional fee. An email with more detailed cleaning information will be sent to you during your last month of tenancy.
5. DO NOT FILL NAIL HOLES – Management will do this – If there are large anchors or excessive holes, Management will deduct from your deposit for these repairs.
6. Do not turn off the refrigerator. In the winter, do not turn off the furnace.
7. If you have your own unit specific garbage and/or recycling bins, those must be completely empty upon move out. They were empty when you moved in, and the next tenants deserve the same courtesy. Should you have garbage, furniture, or anything else to dispose of, please do so at the landfill. If your unit has shared garbage and/or recycling bins, you may NOT use those to discard furniture or other large bulky items.
8. Tenants with a pet must have all carpets professionally cleaned at move out and provide a copy of the receipt turned into Management.
9. If you are responsible for the yard, the lawn should be freshly mowed and the landscaping should be weeded, as outlined in your lease.
10. If you have any utilities in your name, please be sure to have those end on your lease end date (even if you move out early, you are responsible for the utilities until your lease end date). There is a \$50 fine if it's taken out of your name early. You are directly responsible for contacting the utility companies.
11. The security deposit is not rent and is not applied to the last month's rent payment. It is to provide security for any damage, cleaning and unpaid fees. Last month's rent is due in full in all cases. Failure to make the final rent payment is a breach of contract and will result in legal action.
12. Security deposit - We will go through the unit and do a thorough inventory from top to bottom, including taking pictures, like we did before you moved in. If damages exceed your security deposit amount, we will send you a bill. If the bill is not paid, you may be taken to court, or the amount will be sent to a collection agency.
 - We will mail the security deposit/bill within 21 days of your lease end date.

SELF-HELP / TROUBLESHOOTING

We want to make sure your home is maintained and that maintenance emergencies are dealt with quickly. To help us do so, **if you have maintenance that is not an EMERGENCY, please complete an online maintenance task through your tenant portal. In the event of a MAINTENANCE EMERGENCY, call (507) 344-1128.** In your message, leave your name, address, phone number, and a quick description of your emergency. A 'maintenance emergency' is a property malfunction that will result in further damage to the property or pose an immediate threat to safe living conditions. Please keep in mind – any tenant abuse or neglect will be charged to the tenant.

This troubleshoot ideas section may help you to know when maintenance assistance is necessary and when there may be easy and quick solution.

NO HEAT (FORCED-AIR FURNACE)

- ❖ Check thermostat to make sure the batteries are good (if it uses batteries).
- ❖ Make sure thermostat turned on to "heat".
- ❖ Remove items around furnace.
- ❖ Make sure "light switch" on furnace, is turned on.
- ❖ Remove furnace filter out of furnace.

If it is still not working, enter a portal maintenance request. If it is cold weather, please also call the office at (507) 344-1128. If it is after hours, please make sure to leave a message so that the message is forwarded to the on-call agent.

NO HEAT (BOILER)

- ❖ Check thermostat to make sure the batteries are good (if it uses batteries).
- ❖ Make sure thermostat turned on to "heat".
- ❖ Remove items around boiler.
- ❖ Make sure "light switch" near boiler, is turned on.

If it is still not working, enter a portal maintenance request. If it is cold weather, please also call the office at (507) 344-1128. If it is after hours, please make sure to leave a message so that the message is forwarded to the on-call agent.

FIRE / SMOKE

- ❖ Call 911 immediately.
- ❖ Please also call us at (507) 344-1128 as soon as you are able. If it is after hours, please make sure to leave a message so that the message is forwarded to the on-call agent.

FLOOD

- ❖ Find out where water is coming from, if a water pipe, please shut off main water shut off (this will be a pipe coming out of the concrete floor, maybe in the utility room in the basement, there will be a lever or a handle to turn, like an outside hose faucet).

- ❖ If flood is from nature, we will have someone stop by as soon as possible. Please note that in these cases we often do not have an exact time frame, since we might be dealing with many other flooding issues at the same time.

Enter a portal maintenance request. Please also call the office at (507) 344-1128. If it is after hours please make sure to leave a message so that the message is forwarded to the on-call agent.

WATER LEAKS / SMALL LEAK

- ❖ Small water leaks from either pipes or through a ceiling, please place a bowl or bucket under the leak, to help catch the water, helping cut down on additional water damage.
- ❖ If they know the source of the water and can stop it (when faucet is on, the pipe leaks) please shut off/ stop whatever they can, to stop or slow the leak.
- ❖ If possible, set up a fan to help dry the wet area.

If issue is small and under control with the bucket, enter a portal maintenance request. If issue is bigger, Please also call the office at (507) 344-1128. If it is after hours, please make sure to leave a message so that the message is forwarded to the on-call agent.

WATER LINE BREAK / LARGE LEAK

- ❖ Large water leaks or pipe breaks, please shut off the water main, most properties will be in the basement. There will be a pipe coming out of the basement floor, with a water meter, and a handle (like an outside water faucet, or a flat bar). Turn the faucet handle counterclockwise, until the water stops. With the bar style handle, you will only need to turn the flat bar until it is at a 90-degree (quarter turn) angle from the pipe. The water should slow and stop when the main water supply to the house is shut off.

Enter a portal maintenance request. Please also call the office at (507) 344-1128. If it is after hours, please make sure to leave a message so that the message is forwarded to the on-call agent.

NO POWER

- ❖ If you live in the Xcel Energy service area, check to see on XcelEnergy.com "Outages Map" to see if there is a power outage in your area.
- ❖ Find out if the whole unit/ building has no power?
- ❖ Do neighbors have power (are their lights on)?
- ❖ If neighbors have power, locate the breaker/ fuse box, check for any "flipped" breakers (if flipped, there will be either a red or orange marking showing). If a fuse is "popped" the center window on the round fuse might be burnt or the small metal piece will be broken in half.
- ❖ If a breaker is "flipped" you may flip the switch/ breaker back to the other side, this will make the red or orange marking disappear.
- ❖ If a fuse is "popped" you may replace the fuse with the same number (number is located on the round fuse), by twisting the old fuse out and the new one in. (there may or may not be, fuses by the fuse box).
- ❖ If only a small section of your home does not have electricity and you have already checked your breaker box, next check for any outlets that are GFCI. These outlets have small "RESET" buttons between the 2 plugs. Press this button.

If it is still not working, enter a portal maintenance request. Please also call the office at (507) 344-1128. If it is after hours, please make sure to leave a message so that the message is forwarded to the on-call agent

TOILET NOT WORKING

- ❖ Do you know what the issue is? Toilets don't normally clog, unless there is a foreign object, too much toilet paper, or other things blocking the drain.
- ❖ Please note that we can send someone out to look at the clog, but if the maintenance/ vendor finds there are any items blocking the drain, (the tenant caused) the tenant may be charged for the service call. For this reason, please attempt to plunge the toilet before requesting Maintenance.
- ❖ If there is more than one toilet at the unit, we will send maintenance out on the next business day.
- ❖ If there is an issue with the toilet not stopping (filling of water sound), please remove the tank lid, look to see if there is anything holding up the rubber flapper. If there is an obstruction, remove the item (sometime the chain gets caught and will not let the flapper close).
- ❖ If the handle does not flush, remove the tank lid, and look to see if the chain from the flapper to the handle rod is attached. Sometime that chain will disconnect and just needs to be reconnected. If you are not able to do this you are able to still flush the toilet by pulling up on the chain or flapper, letting water into the toilet bowl, you will need to reach into the tank water (this water is clean, and cannot get "dirty") to open the flap, after they have done this you will need to make sure the flapper closes all the way, without any obstructions keeping it from making a full seal.

If it is still not working, enter a portal maintenance request.

BATS / RODENTS

- ❖ Find out where the animal is located.
- ❖ If you can "trap" it in a room or location, please do so.

Please enter the issue in your maintenance portal. Someone will be over as soon as they are available to see if they are able to find and remove it.

GAS LEAK

- ❖ Do not use any power and leave the property immediately.
- ❖ **Call 911 after you are out of the property!**
We do not have any testing equipment to locate the reported gas smell.
- ❖ After you call 911 also call the office at (507) 344-1128. If it is after hours, please make sure to leave a message so that the message is forwarded to the on-call agent.