



Resident Handbook



OFFICE: 828-262-3434 FAX: 828-266-9000

WELCOME HOME!

Turtle Creek WEST



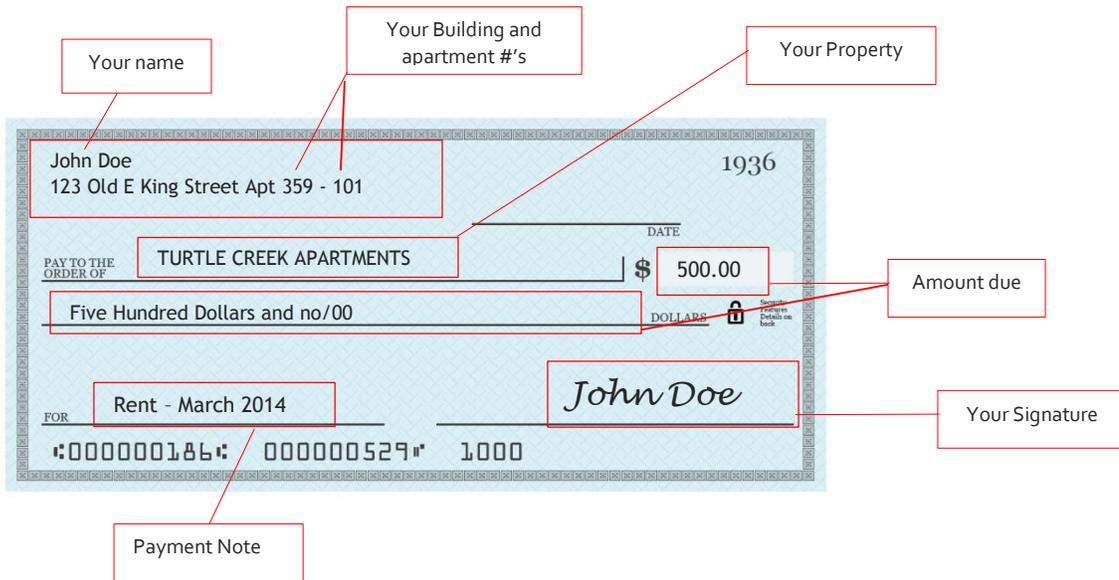
GREENWAY COVE

Welcome to Kuester!
Here are a few important items that may come in handy:

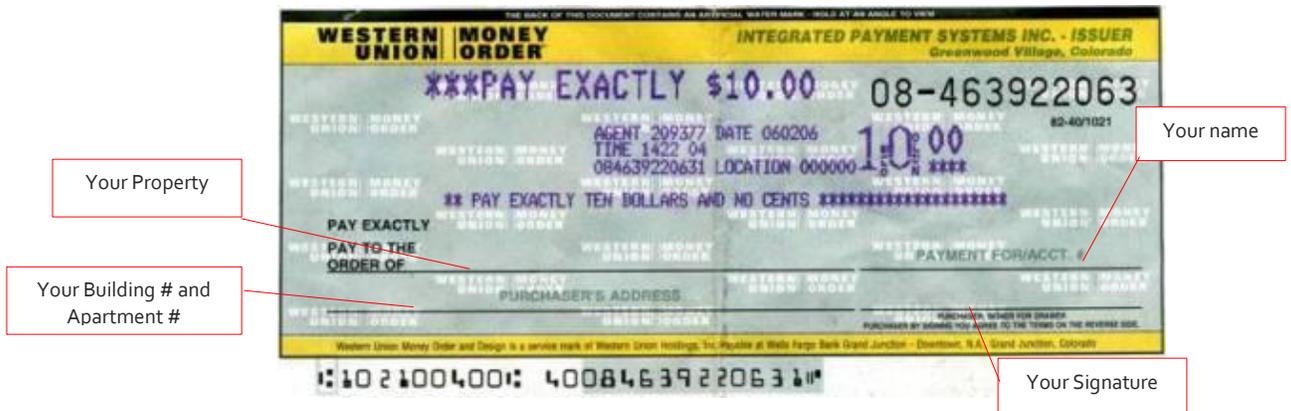
- Your new address is: _____

- Your Lease begins on _____ and ends on _____.
- Your Rent is due on the 1st of every month and late after the 5th. Your rental amount is: \$ _____
- Please make all checks payable to _____ (property). Please make sure your check or money order clearly has your name, property name and building number/unit number written on it. (See example below).

Check Example



Money Order Example



WHAT'S INSIDE?

Table of Contents

Welcome! 3	10. Guests/Visitation Policy 9	Security Deposit Refunds..... 15
About Us 3	11. Illegal Drugs Policy 9	Be sure to clean the entire unit:..... 15
Contact Us 4	12. Prohibited Items Policy 9	Move-Out Inspection 15
Leasing/Occupancy Standards and Policies 5	13. Pet Policy 9	Community Resources 16
Income 5	14. Right of Entry 10	ASU Counseling and Psychological Services..... 16
Self-Employment/Retirement..... 5	15. Exterior Uniformity Policy 10	ASU Community Care Clinic..... 16
Co-Signer/Guarantor 5	16. Lock-Out and Key Replacement Policy 10	Daymark Recovery Services - Watauga County..... 16
Criminal Criteria..... 5	17. Sub-Leasing 10	High Country Community Health 16
Pets..... 5	18. Early Termination of Lease 11	Hope Pregnancy Resource Center in Boone, NC 16
Occupancy Standards 5	19. Unit Transfer Policy 11	High Country Pride 16
Deposit Standards Policy 5	20. Intent to Vacate/Notice Policy 11	First Things First 16
International Student Rental Criteria..... 5	21. Transfer Standard 11	On Track Financial Education and Counseling..... 16
Waitlist & Move-In Procedures 6	22. Privacy Issues 11	Smoky Mountain Center 16
Waitlist Procedures..... 6	23. Roommate Violations/Policy Violation 11	Northwest Tobacco Prevention Coalition 16
Move-In Procedures..... 6	25. Late Fees 11	Oasis, Inc. 16
Community Standards & Policies 7	26. Eviction Process 11	Angel Food Ministries 16
1. Smoking Policy 7	27. POLICY VIOLATION FEES..... 11	Forms 18
2. Gambling, Firearms, Alcohol & open containers, Weapons, Fireworks & Grills Policy 7	Roommate Responsibilities 12	Notice of Intent to Vacate 18
3. Noise/Disturbance Policy..... 7	Your Rights and Responsibilities:..... 12	Roommate Consent Form - Pet..... 21
4. Smoke/Carbon Monoxide Detectors Policy 7	Our Roommate Policies..... 12	Resident Ambassador Program..... 22
5. Robbery/Burglary/Theft/Vandalism 7	Roommate Conflict Resolution Tips 13	One-Time Courtesy Violation Fee Waiver 24
6. Common and Public Area Guidelines/Loitering 8	Strategy 1: Conflict Prevention 13	Don't Kiss Your Money Goodbye – Renew! 26
7. Cleanliness Standards and Damages... 8	Strategy 2: Personal Confrontation 13	MOVE OUT DAMAGES/CLEANING CHARGES 27
8. Parking/Towing Policy..... 8	Strategy 3: Mediation 13	Your new Charter HD channel lineup 29
9. Trash/Refuse & Public Areas Safety Policy 8	Strategy 4: Arbitration 13	Roommate Agreement 30
	Maintenance 14 31
	Work Order Procedures..... 14	Roommate Acceptance of Liability 32
	Maintenance Tips..... 14	
	What is an Emergency? 14	
	Move-Out Procedures 15	
	90-Days' Notice:..... 15	



From:

Nicole Sica
Western Carolinas Regional Portfolio Director

I would like to take this opportunity to personally wish all of our new ASU students a warm welcome to the Boone area and the Kuester family. We appreciate the trust you and your families have graced us with and promise to continue placing our Residents first and foremost in all that we do.

Kuester Real Estate Services has enjoyed considerable growth in the last few years and we know this would not be possible without our loyal Residents. As one of the leaders in student housing in the western Carolinas, we firmly believe in visionary leadership focused on creating a positive, community-driven living experience for those who have placed their confidence in us—you!

In the next twelve months, you will probably experience many changes in your life, all of them good, I hope, but rest assured we will be here every day, striving to make your new home away from “home” a pleasant and positive experience.

We have several opportunities for you now, and more to come in the future, to become involved in your community. Please contact us for more information, and make sure to check out our Resident Ambassador section inside this handbook to see if you would be interested in just one of our programs. We encourage all of our civic-minded residents to be an active community participant.

Again, a hearty welcome to you all and I look forward to working with you during your time here in Boone!

Warmest Wishes,

-Nicole

About Us

Kuester, a trusted name in the Carolinas for over 40 years.

For over four decades, the Kuester Companies have created value throughout the Carolinas. As one of our region’s leading commercial real estate and association management companies, we provide a full range of leasing, brokerage, development, and management services. The breadth and seamlessness of our capabilities, along with our deep expertise, lets us provide customized solutions to real estate owners, business owners, tenants, investors, and community associations.

Based in Fort Mill, S.C. with seven regional offices, the Kuester Companies offer the convenience and agility of a boutique real estate services firm, but with the reliability and resources of a national company. Our thirty years of deliberate growth have resulted in a firm who prides itself on building long term relationships. Because we approach every project with our full commitment to service, we bring lasting value and peace of mind to the communities and buildings we manage.

Our Values

Integrity – Defined as the quality of being honest and having strong moral principles, the Kuester Companies know that our success is measured by delivering exceptional results to our clients and keeping the promises we make.

Respect – Real estate is a reputation business. Mutual respect is essential to being successful and maintaining a solid reputation in the industry. We listen to our clients, understand their objectives and treat all of our vendors, employees and customers with the utmost respect.

Professionalism – Regardless of the task, large or small, we pay attention to detail and work tirelessly to improve the quality of our clients’ assets. The investments we make in our staff set Kuester apart. We hire the best and the brightest, blending diverse experience with innovative thinking.

Technology – We remain available to our clients 24/7/365. At the core of real estate, face time and physical presence will always prevail, but serving clients faster and better is achieved by technology. With our cutting edge integrated technology platform, we can quickly and accurately respond to the needs of our customers.

Contact Us

Address:
178 Highway 105 Extension,
Suite 201
Boone, NC 28607
Phone: 828-262-3434
Fax: 828-266-9000

Web:
www.kuesterliving.com
Hours:
M-F 9am – 5pm

We're here
for You



Nicole Sica

West Carolinas Regional Portfolio Director
828-262-3434 Ext. 7786
nicole@kuester.com

With over 23 years' experience in the multi-family, student housing, commercial and military housing management industry, Nicole brings a vast amount of experience and vision to the Boone community. Over the years she has lived and worked in a wide variety of locations in the continental US, and is glad to be back home in the Appalachians of her youth.



Kelly Foster

Leasing Manager
828-262-3434 Ext. 7787
kelly.foster@kuester.com

A graduate of ASU in 2010, Kelly is very familiar with the Boone area and the needs of ASU students. Since graduating, she has served the multi-family leasing industry in both a management and leasing role, and is proud to be back home to the community she loves.



Tim Sanders

Maintenance Supervisor
828-262-3434
tim.sanders@kuester.com

HVAC certified since 2006, Tim is uniquely qualified to handle any emergency in these cold Boone winters and brings a wealth of everyday maintenance know-how to our properties and residents.



Rachel King

Front Desk Administrative Assistant
828-262-3434
rachel.king@kuester.com

Rachel is our Administrative Assistant, Front desk Receptionist, and all-around office guru. A current ASU student, Rachel is here to help your experience run smoothly and answer most of your questions quickly, efficiently and with a bright, positive energy.

We always strive to provide you the best service possible, with the highest regards to quality living in an exceptional environment.

If you should ever feel the need to contact us for any reason, please feel free to do so using the information on the left—or visit us, our doors are always open. We welcome your feedback as invaluable learning tools and measures of our success.

Please allow us the opportunity to correct any issue you may have through local channels. However, your satisfaction is very important to us, and if we at the Boone office are unable to answer any questions or requests you may have, we will escalate the issue to our home office in Fort Mill through proper chain of command procedures.

We appreciate the confidence you have placed in us and we look forward to providing you with the best possible service in the future.

Leasing/Occupancy Standards and Policies

Prior to being given an apartment tour, you must provide valid photo identification. This can be state or federally issued. Acceptable identification includes a current driver's license, passport, and/or state-issued photo ID card.

Income

Total monthly household gross income (before taxes) for all applicants must be at least two and a half times the amount of the monthly market rent. You will be required to provide written proof from your employer to support the income you claim on the rental application. If such proof is not available, we may accept copies of your three (3) most recent pay stubs, Federal Income Tax Returns from prior year(s), and/or other proof deemed acceptable by the Property Manager.

Self-Employment/Retirement

If you are self-employed or retired, you must provide proof of income and/or your ability to pay rent for the term of the lease by furnishing copies of federal income tax returns filed for the past two years, a current certified financial statement, and photocopies of your three (3) most recent bank statements. Income criteria can be waived if the applicant can provide proof that they have three times the entire lease amount in some type of liquid assets such as savings, stocks, bonds, etc.

Co-Signer/Guarantor

Guarantors must complete a rental application and must fully meet the credit, income, rental, and criminal background requirements. The Cosigner/Guarantor's gross monthly income must be at least THREE (3) times the monthly market rent, and their income and employment must be verified. Guarantors will be fully responsible for the lease if the Resident(s) default.

Credit/Personal History

A negative credit/personal history for the three most recent years is grounds for denial of an application. Negative credit/personal history includes, but is not limited to the following:

- No more than one credit rating above a two, but no higher than a five. All accounts above one must not be delinquent.
- No bankruptcies issued without having re-established credit with the highest rating available.
- No judgment/collection action from previous landlords (even if satisfied).
- No lawsuits pending or unpaid judgments.
- Medical bill discrepancies will be taken into account if it is the only discrepancy on the credit report.
- No convictions or registrations as a sex offender by any applicant or authorized applicant.

The absence of a credit file does not affect an applicant adversely; however, if you have no credit rating, you must meet the other criteria listed in this document.

Rental History

Any negative rental history is grounds for the denial of an application. Negative rental history includes, but is not limited to the following:

- Property damage
- Returned checks
- Collection activity for non-payment
- Court action for unpaid judgments

**Additional Residents must be named on the lease. All persons who will be living in the apartment must provide valid photo ID and be listed on the lease either as a lessee or an occupant.*

Criminal Criteria

Our Criminal Background Checks are processed using a detailed criminal decision system that objectively categorizes criminal records based on offense type & disposition. Decisions are returned automatically based on predetermined criteria established by our senior management team. Some examples for exclusion include, but are not limited to:

felony convictions for crimes against persons, property, or society. Sexual offenses and drug related offenses are also included.

Pets

Please see "Community Standards" section.

Occupancy Standards

Size of Apartment	Max Occupants
One bedroom	2
Two bedroom	4
Three bedroom	6

**For student housing, the maximum number of unmarried/unrelated occupants is one person per room. A security deposit is required from each student.*

Deposit Standards Policy

- 1 person/1 Room = 1 deposit
- 1 person/1 (or more) Rooms = 1 deposit first room, 50% deposit each additional room, up to three rooms total.
- 1 married couple (See Item 3.a) = 1 deposit per room
- 2 related persons (See Item 3.a) = 1 deposit per room

International Student Rental Criteria

Because we understand most International Students are not able to provide guarantor information or have social security numbers, we require the following:

- Required: double deposit.
- Required: proof of student status and copy of visa card.
- Required: proof of ability to pay, i.e. bank statements or advanced university disbursement schedule.
- **Preferred/incentive: We prefer all international students to pay 12-months in advance, with a 10% discount included as an incentive.

Waitlist & Move-In Procedures

Waitlist Procedures

Procedure Summary:

The procedures below address the assignment of rooms from the wait list.

Process:

- Before you can be placed on the Waitlist, you must have completed an application and paid your \$50 application fee and \$200 Hold Fee.
- When a space becomes available, an offer is made to the first person on the waiting list who is either non-specific in their request for type of housing, or whose request is appropriate to the room available (i.e. 1st floor, 2 or 3 bedroom, etc.). You are permitted to request a specific type of housing or roommate, but these requests can only be honored if space permits.
- Once an offer is made, usually via email, you are given 48 hours to respond. **It is imperative we have a valid email address on file for you—PLEASE NOTE: Appstate emails are NOT a valid option, as their security settings filter out most emails from our computer system.**
- You are not permitted to “turn down” offers due to their location or room type that is available at that time. Once a space is turned down or 48 hours has passed, we will move to the next person on the waiting list.

Please be aware of the following:

- The wait list is not room type or location specific; it works on a first-come, first-serve basis.
- **All wait list correspondence will be sent to your email address. Appstate.edu email addresses are NOT valid email options. Be sure to check your e-mail account daily for updates.**
- If you sign up for the wait list and would like to be removed, please e-mail our Leasing Manager, Kelly Foster, at kelly.foster@kuester.com.



Move-In Procedures

- **Arrival:** Each resident must advise us of their Move-In date no later than 4-weeks prior to their arrival. Failure to do so may result in your room being assigned to someone else and the forfeiture of your Hold Fee and, in some cases, your deposit. You can either send an e-mail to kelly.foster@kuester.com with your Move-In date and to schedule your Move-In appointment, or call 828-262-3434 ext. 7787. **All residents must give at least four weeks notification of your arrival.**
- **Move-In Appointment:** At this meeting the lease will be reviewed for your signature and pro-rated rent for the current month, the balance of the apartment deposit and any other pending balances will be collected.
 - All fees, including deposits, MUST be paid prior to your arrival or on the day of your Move-In appointment. There will be NO exception to this policy. You may contact our office for all balances due and to schedule your Move-In appointment.
 - You may schedule your Move-In appointment only during office hours.
- **Signing Your Lease:** residents must sign the lease on the business day before or during their move-in. NO Resident will be permitted access to their room or unit without a signed lease and all fees paid.
- **Move-In:** No Resident is permitted to move in any item before 8am or after 8pm. Those not finished unpacking vehicles by 8pm. must complete the move on the following day.

Some common questions:

Q: *When is rent due?*

A: Rent is always due on the 1st of every month and a late fee is assessed after the 5th.

Q: *How can I pay rent?*

A: Each resident at Move-In is given information to set up an online account to pay their rent. It is HIGHLY recommended all out of town Guarantors who pay their student's rent do so online to avoid late fees due to untimely mail delivery, especially during winter months.

Important Note: We do not send rent statements so it's up to each resident to pay their rent on time.

Q: *Where do I pay my rent?*

A: You may drop off your rent at our office location (see page 3 for contact information) during business hours, or after-hours utilizing the drop-box by the entry door. Please make checks payable to your community. There is also an option to pay online using an e-check or debit/credit card for a fee. **Cash payments will not be accepted.**

Please refer to your Community Assignment sheet for more information.

Community Standards & Policies

To ensure continuity within each of our communities and comply with all local, federal and state regulations we insist that all Residents be familiar with and to comply with our Community Standards. Everyone has the right to the peaceful enjoyment of their home and a clean environment, and your cooperation with these rules and regulations as set forth below will help to ensure a positive living experience for you and your neighbors. We reserve the right at any time to amend our Policies as deemed necessary or desirable for safety, care, reputation, cleanliness and/or for any other reasonable purpose. Any amendments or exceptions to this contract must be in writing and signed by both parties. No verbal agreements will be honored.

1. Smoking Policy

All Kuester Real Estate Services apartments are smoke-free facilities. Smoking is not permitted anywhere inside apartments, balconies, hallways, stairwells, stairways, or indoor public spaces. Smoking within 30 feet of a building is prohibited. Residents who do smoke are asked to dispose of cigarette butts properly and to refrain from littering the apartment grounds. Any violation of this policy may include violation fees as outlined in Section 27 of this document.

2. Gambling, Firearms, Alcohol & open containers, Weapons, Fireworks & Grills Policy

All residents are expected to know and comply with all State and Local laws and guidelines regarding the consumption of alcoholic beverages on property. Any violation of this policy may include violation fees per Section 5 of this document, or eviction and removal from property. If you have been threatened with a weapon, please contact the Boone Police Department immediately.



- a) Residents of legal drinking age may possess or consume alcohol within the privacy of their room or apartment, so long as ALL occupants of the room/apartment are of legal drinking age. Any guests present must also be of legal drinking age.
- b) Residents and/or guests who are not of legal drinking age may not possess, consume or be under the influence of alcohol.
- c) Possession of an open or empty alcohol container shall be interpreted as being consumed.
- d) Alcohol must be consumed within the confines of the resident's room/apartment. Any and all alcohol outside the room/apartment is strictly prohibited, including, but not limited to, hallways, breezeways, elevators, stairways, parking lots, courtyards, patios or BBQ areas.
- e) Containers of alcohol that are transported through public and common areas must remain unopened. If the room/apartment door is open, the room/apartment is considered a public space.
- f) Possession of any type of firearm, weapon, explosives, or other hazardous material is not allowed in or around the housing communities. This policy also incorporates "toy" weapons, including, but not limited to, any "toy" that shoots a projectile; such as an Airsoft gun, paintball gun, BB gun, pellet gun, water gun or a slingshot. Knives that have blades longer than 3 inches, and/or are not intended for use as a tool, are also prohibited. Other prohibited items include, but are not limited to: bows and arrows, axes, spears, machetes, crossbows, crossbow bolts, nun chucks, Kendo sticks, ammunition, and throwing stars. Kuester Management Staff reserves the right to require the removal of any item deemed dangerous in a community living environment and/or impose violation fees, and pursue immediate eviction and removal from property.
- g) Gambling in any form is strictly prohibited on property.
- h) Grills of any type and/or flammable items, such as grill propane storage tanks, are not allowed on property at any time. This includes inside the units or on the patio/balcony/alcove or common grounds.

3. Noise/Disturbance Policy

Any persons found violating the Noise/Disturbance Policy, whether a written complaint is received or not, or violator appears on weekly BPD police docket or not, will be tagged and may include violation fees per Section 27 of this document.

- a) Quiet Hours: Quiet hours (the absence of loud noise or distractions) are in effect every evening, from 10 pm to 7am Sunday through Thursday and Midnight to 8:00 am on Friday and Saturday nights.
- b) Courtesy Hours: At all other times, residents are expected to exercise good judgment with respect to reasonable noise levels. Noise that intrudes on the privacy and the needs of others to sleep and peaceably enjoy their home may be deemed disruptive if it can be heard through a closed door or window.
- c) Noise which is disruptive to other residents is prohibited, both inside and outside of homes, and courtesy and consideration for others is expected at all times.
- d) Residents are expected to respond positively to requests to reduce noise, and to respectfully approach others with requests for noise reduction.

4. Smoke/Carbon Monoxide Detectors Policy

Do not unplug or remove any smoke or carbon monoxide detectors for any reason. Residents are required to test monthly and notify management immediately if detectors are found to be inoperable.

5. Robbery/Burglary/Theft/Vandalism

Burglary, theft and vandalism are criminal activities and are strictly prohibited. Any persons found guilty of burglary, theft, vandalism or any other criminal activity may be tagged with a 1st, 2nd or 3rd level consequence, up to and including immediate eviction and removal from property. If you have been a victim of theft or robbery, please contact the Boone Police Department immediately.

- a) Theft of Property: Theft of personal property or possession of stolen property is prohibited.
- b) Burglary: Unlawful entry of a structure to commit a felony or a theft is strictly prohibited. This includes forcible entry, attempted forcible entry and non-forcible entry such as use of an unlocked door or window.
- c) Robbery: Taking or attempting to take anything of value from the care, custody or control of a person or persons by force or threat of force or violence is strictly prohibited.
- d) Vandalism: The malicious and deliberate defacement or destruction of somebody else's property.

6. Common and Public Area Guidelines/Loitering

Common and public area guidelines are those that govern any area other than an individual room or apartment.

- a) Loitering: If at any time, Kuester Management staff or their designee determines that a common area needs to be cleared of residents and guests or determines that an activity does not comply with Community Standards, residents must comply with staff requests.
- b) Gatherings: Kuester Management staff reserves the right to ask resident hosts to discontinue any gathering that does not comply with Community Standards.
- c) Public Area Games: The playing of outdoor type sports and games is prohibited in interior common areas and on exterior walkways, sidewalks, or other pedestrian areas in order to prevent disruption to the community and/or damage to property.

7. Cleanliness Standards and Damages

- a) Individual living spaces: To ensure a safe, healthy environment, a reasonable level of cleanliness is expected in individual living spaces and community areas. If the environment in any interior living space, either individual or designated common areas, is deemed unhealthy, the resident(s) responsible for that space will be required to clean or be billed for the cost to return the space to a healthy level.
- b) Community/Public Areas: To ensure a safe, healthy environment, a reasonable level of cleanliness is expected in community areas such as hallways, breezeways, stairways, patios, parking lots and grounds. While Kuester Management provides regular exterior cleaning services, a community that fails to keep exterior community spaces reasonably clean may lose privileges to that space or receive a community bill for costs associated with pest treatment, repairs, and/or cleaning. Trash left in community/public spaces may result in community billing.
- c) Damages: Any work orders deemed as "damages caused by resident," or any damages found present during any inspection or walk through will solely become the responsibility of the resident, or charged to the unit (shared by all current residents) if individual responsibility cannot be determined.



8. Parking/Towing Policy

Your community may enforce a parking policy. If a parking policy is in effect in your community, you will be required to notify your guests to park in marked visitor spaces or their vehicle will be towed. Due to space limitations, some communities do not have assigned visitor spaces, therefore those communities will need to make other parking arrangements with their guests. General parking and vehicle policies are:

- a) Motor homes, campers, boats, trailers and other recreational vehicles may be parked only in designated areas, when available. You must receive prior approval from Management before parking such vehicle within the confines of the community.
- b) The maximum number of allowed vehicles is 1 per room/lessee.
- c) If your community requires parking stickers or hangtags, they will be distributed and recorded at the time of move-in, and must be displayed as required to avoid your vehicle from being towed.
- d) Charge of \$35.00 for any lost or damaged parking stickers/hangtags.
- e) Inoperable vehicles will be towed at the resident or visitor's expense. "Inoperable vehicles" includes any vehicle with flat tires, severe damage, expired license plates or expired inspection stickers and may be towed without notice.
- f) Washing any vehicle or watercraft is not allowed.
- g) Residents may change a flat tire while the vehicle is parked at our apartment community. However, all other repairs and maintenance is prohibited to prevent damage to the parking areas.
- h) If you have a disability that necessitates alternative parking arrangements, contact the office in writing to make such a request.
- i) Vehicles which are parked illegally such as in a handicap designated space, fire lane, on the grass or sidewalk, or blocking a trash dumpster may be towed without notice 24 hours a day.
- j) Copying or otherwise creating or duplicating parking passes is strictly forbidden. Anyone found doing so may lose their parking privileges indefinitely and/or be fined a level 1, 2 or 3 lease violation as per section 27 of this document.
- k) The lending of your parking pass to anyone else, for any length of time, is strictly prohibited and may incur lease violation fines as per section 27 of this document.

9. Trash/Refuse & Public Areas Safety Policy

It is a lease violation, fire hazard and health and safety hazard when trash is not properly disposed of in property dumpsters at regular intervals, or when any item is stored in any community/public space such as breezeways, hallways or stairwells. Trash can lead to serious pest and vermin problems and any item left in a public exterior space can create a trip or fire hazard. Such prohibited items include, but are not limited to, trash bags, litter, beer or soft drink cans or bottles, paper refuse, ashtrays or any other smoking materials, lawn or patio tables/chairs, ice chests and coolers, sporting equipment, bicycles, mopeds, skateboards, etc. No trash or refuse is to be left behind

buildings, outside of apartment doors or to accumulate inside the apartment, as this also constitutes a lease violation. Any apartment to be found in violation of this policy will be fined as follows:

- a) \$25 per bag of trash or box/empty container removed, or
- b) \$150 for other items such as grills, furniture, etc.

10. Guests/Visitation Policy

A guest is defined as a person other than the Lessee of that particular room/apartment. Lessees are allowed to host guests in their rooms so long as they have the permission of their roommate(s). Violating a roommate's right of entry or hindering a roommate's ability to peacefully enjoy their room is considered a lease violation. Any violation of this policy may include violation fees per Section 27 of this document.

- a) Host Responsibility: Hosts are responsible and accountable for the behavior and actions of their guests at all times while on property.
- b) Overnight Guests: Residents are permitted to have guests in rooms overnight as long as all roommates have given permission.
- c) Overnight guests must be registered with the Kuester Management office. The maximum guest stay is 72 hours (3 consecutive nights) and a resident may have guests a maximum of ten (10) nights per 6-month increment, whether or not there is a vacant bed space in the room/apartment.
- d) Resident hosts will be held accountable for any policy violations committed by guests. Kuester Management reserves the right to require any guests in violation of community policies to immediately leave property.
- e) Cohabitation: Cohabitation is not allowed in any apartment, unless married or otherwise related to occupant and has signed the current lease. Cohabitation is defined as a person using a room or apartment as if that person were living in the room, but not actually being on the lease as a resident of that room. Examples of this may include, but are not limited to, keeping clothing and other personal belongings in the room, sleeping overnight in the room on a regular basis and using the bathroom and shower facilities as if they were living in that room.

11. Illegal Drugs Policy

All residents are expected to know and comply with all Federal, State and Local laws and guidelines regarding illegal drugs and controlled substances on property. Any Resident found engaging in illegal activity, including the use, sale or distribution of illegal drugs, including illegally obtained prescription drugs, will be subject to immediate eviction from property and management will contact local law enforcement to report any such activity.

- a) Consumption of illegal drugs, or illegal use of controlled substances, is strictly prohibited.
- b) Possession of illegal drugs or improperly obtained controlled substances is strictly prohibited.
- c) Possession of any drug paraphernalia is strictly prohibited.
- d) Disrupting the community while under the influence of illegal drugs, regardless of where it was consumed, is strictly prohibited.

12. Prohibited Items Policy

Kuester Management reserves the right to remove any item deemed unsafe and residents can be assessed for any relevant cleaning and/or repair costs and/or tagged for policy violation. Any violation of this policy may include violation fees per Section 27 of this document. In order to maintain a safe living environment, the following types of items are strictly prohibited:

- a) Large appliances not provided by Kuester Management, such as chest or upright freezers, electric fireplaces, or tanning beds, unless otherwise specified in these policies.
- b) Storage of any flammable liquid, chemical, paint, industrial adhesives, or other substance inside or outside unit.
- c) Halogen lights/halogen lamps.
- d) Motor vehicle batteries and acids.
- e) Hookahs, bong, pipes, or other alcohol or drug paraphernalia.
- f) Barbells in excess of 50 lbs. each.
- g) Window air conditioner units.
- h) Any furniture or structure that hangs from the ceiling or walls, such as hammocks or porch swings.
- i) Storage of bicycles inside a unit is prohibited, bicycle storage is provided outside of the buildings and is available on a first come-first serve basis. Scooters, Mopeds or any other mechanism requiring gasoline or other fuel is strictly prohibited.

13. Pet Policy

Pets are allowed on a conditional basis and management MUST be aware of any pet dwelling in a resident's unit. A Pet Fee of \$300 (non-refundable) is required per pet, a monthly pet rent is charged as 'additional rent' (\$40 per month), as well as a required signed pet addendum on file prior to the pet occupying the unit.

- a) Weight limit of 45 (forty-five) pounds *adult* weight, as verified by a licensed veterinarian.
- b) No 'exotic' pets are allowed such as: snakes, raccoons, squirrels, rabbits, etc.) Aviary birds are not allowed.
- c) A picture of approved pets and the Non-Refundable Pet Fee must be provided along with the signed Pet Addendum and Pet Information Form to the management *before* any approved pet may reside on the premises. Please see section entitled "Resident Forms".
- d) Resident must return the required veterinary verification form within 7 days of providing Pet Fee.



- e) Resident's owning animals used for the purposes of service animals (example seeing eye, etc.) must provide proper documentation to the management office for file purposes.
- f) A resident with a pet on the premises of the community, is solely responsible for the actions of the pet in regards to damages to the unit or community premises, as well as any actions regarding the harm of other community resident's or their personal property. The pet owner is responsible for carrying the proper insurance to cover damages to property or potential injury to another resident.
- g) Proof of current shot records is required annually.
- h) Pet Fee: \$300 fee (non-refundable) - must be paid PRIOR to the animal being allowed on the property and consecutively with all required pet information forms and addendums.
- i) Pet Rent: \$40 per month- every resident who has an authorized animal (With exception of service animals-who still must be registered with the office) must pay \$40 per month additional pet.
- j) **No more than 2 animals per unit are allowed.**
- k) Unauthorized Pet Violation Fees: 1st Offense: \$150.00 ~ 2nd Offense: \$200.00 ~ 3rd Offense: \$300.00 and immediate removal of pet by any means necessary.
- l) We reserve the right to require the immediate removal of any pet at any time.
- m) Roommate Consent is Required: ALL roommates must sign consent to have the animal in the unit. The roommates and resident must sign the addendum BEFORE the animal is allowed on the property.
- n) Animal Policy violations are treated as all other policy violations EXCEPT that the fine is immediately charged. For example, if an animal is barking and causes a noise complaint by neighbors, the animal's owner would receive a noise violation letter with a fine for the first offense. If the resident receives more than one policy violation from an animal, the resident may receive a Notice to Vacate the Pet.
- o) If the animal threatens or causes any person harm, the pet must be removed immediately and vacate the premises permanently.
- p) If resident refuses to comply with the removal of any pet, local animal control authorities may be contacted, and any charges incurred for the removal of said pet shall become the sole responsibility of the Resident.
- q) The following breeds or breed mixes will not be permitted: Akita, Doberman Pincher, Rottweiler, Dalmatian, Pit Bull, Chow, Wolf Hybrid, and Bull Mastiff are restricted. The restricted breed list is subject to change at any time.

14. Right of Entry

Although we make every attempt to notify our residents when the need to enter arises, however, be aware that Kuester personnel have the right to enter the Leased Premises at reasonable hours to examine the apartment and to make repairs, additions, or alterations as necessary for the safety, preservation, or restoration of the apartment or building. Furthermore, all units are subject to unit inspections and air filter changes on a quarterly basis. If the safety of the building or occupants is in jeopardy, we have the right to enter at will.

15. Exterior Uniformity Policy

To establish a pleasing and uniform appearance to the exterior of our communities and to conform to City Code, the following regulations are expected to be followed:

- a) All blinds will be clean and free of any damages, including but not limited to, bent, broken or missing blind slats.
- b) All windows will be clean and free from graffiti. Any damages will be reported immediately to Maintenance/Office staff.
- c) Any screens on windows will be free from holes or tears and installed properly in window frames. Any missing or damaged screens will immediately be reported to Maintenance/Office staff.
- d) Window coverings will be installed on the interior of all windows, so as only property-installed blinds are visible to the exterior.
- e) No vinyl clings or stickers are permitted.
- f) All charges incurred for the replacement of blinds and/or screens will be charged to the unit, or, if applicable, to the corresponding resident's bedroom.
- g) Balconies/alcoves/walkways shall not be used for any type of storage.
- h) Do not use balconies/alcoves/walkways to dry or air clothes, rugs, mops, etc.

16. Lock-Out and Key Replacement Policy

Please be aware that lock-outs are NOT considered an emergency request during normal business hours, but are instead a courtesy to our residents and can be answered only as time allows. As such, we may not be able to accommodate your request to unlock your door and you may need to call a local locksmith for assistance.

- a) A Photo ID is **always** required when making a lock-out request. There will be no exceptions to this policy.
- b) \$25 courtesy fee per occurrence during normal business hours (M-F 9am-5pm)
- c) \$5 for each additional key copy
- d) \$60 re-key or lock replacement
- e) \$75.00 weekend/after-hours lock out fee. After-Hours Lockouts are considered an "emergency," however, be advised a photo ID will be required at the time of service and you will be charged the After-Hours Lockout fee.

17. Sub-Leasing

Residents may not assign or sublet their Lease or their room in any manner, at any time, or to any extent without prior written permission.

18. Early Termination of Lease

Regardless of how many days written notice a resident provides; the lease agreement will not terminate before the last day of the initial lease term or subsequent month-to-month term. Any attempt to terminate the lease will be considered default on behalf of the resident. All Lessees are liable for the total monthly rent until:

- a) the end of the initial term, or
- b) until the date that a rental payment from a subsequent tenant entering a lease agreement for the vacating resident's room, or whichever occurs first, or
- c) upon fulfilling terms of Early Termination and Settlement Agreement.

19. Unit Transfer Policy

This applies only when resident remains within the same community. If a resident wishes to transfer from one Kuester Community to another Kuester Community, or any non-Kuester community, it will be treated as an early termination of lease, refer to Section 18 above.

TRANSFER FEE from Exclusive Space to another Exclusive space within the same unit	\$150
TRANSFER FEE from Exclusive Space to another Exclusive space within a different unit within the same community	\$400
ADMINISTRATIVE/REPLACEMENT FEE (Transfer of lease to another person)	\$150

20. Intent to Vacate/Notice Policy

- a) 90 days written notice is required prior to the end of the initial lease term.
- b) 30 days written notice is required prior to the end of any month to month term after initial lease term expires.

21. Transfer Standard

ALL roommates must sign the move-out inspection form at time of departing roommate transfer to accept all liability for common area condition. If, however, there is not an accord between all roommates regarding the common area condition, the vacating resident must choose to either remain in the unit or accept all liability for any and all common area damages discovered at the time of inspection. Any damages found once the departing Roommate has vacated becomes the sole responsibility of remaining residents.

22. Privacy Issues

To protect your privacy, we require a written notice prior to disclosing any information regarding leases or accounting with anyone not listed on the Lessee or Guarantor addendum.

- a) Guarantors shall be notified of any charges or outstanding balances, if we have a valid email on file.
- b) Only the Leaseholder can create an online payment account and may then choose to pass that information on the Guarantor. Due to privacy concerns, we cannot create or pass out any online payment account information.

23. Roommate Violations/Policy Violation

All policy violation fees are charged per *unit*. Therefore, although each Roommate is personally responsible for any damage and cleaning charges she/he has caused, unless the responsible individual agrees in writing to the assignment of individual responsibility for any specific damage and cleaning charges, such charges shall be shared equally by all Roommates. *Please see section 'Forms' in your Resident Handbook for a sample Roommate Acceptance of Liability.*

24. Conflict Resolution/Arbitration.

Kuester Real Estate Services will not serve as arbitrators or mediators in any personal conflict between Roommates. Our responsibilities can only encompass property management and maintenance functions. If you experience any issues with your roommate(s) we strongly suggest you read section 'Roommate Conflict Resolution Tips' in your *Resident Handbook* for recommended strategies in resolving any Roommate conflict.

- a) All Roommates are expected to follow all Community Rules and Regulations.
- b) All Roommates are required to be Leaseholders and subsequently responsible for timely payment of any rents or fees charged to their account.

25. Late Fees

If rent is not received in full by the 5th of each calendar month, a late fee of 5% or \$15.00 (whichever is greater) will be assessed on remaining balance due.

26. Eviction Process

If rent or other fees are not received in full by the 10th of each month, eviction proceedings will be initiated. All fees, including late charges and attorney's costs, will be due and payable, in full and in certified funds only, before the process can be halted. All internet payment options will be suspended until the full balance owing is received.

27. POLICY VIOLATION FEES

Fees are listed below for violation of any policy contained in this document unless otherwise stated.

- a) 1st offense: \$150.00
- b) 2nd offense: \$200.00
- c) 3rd offense: \$300.00

Roommate Responsibilities

As a member of our residential community, you possess certain individual rights and responsibilities which must be held in high regard. This document outlines the minimal requirements of you and your roommates and we encourage you to become familiar with them.

Your Rights and Responsibilities:

As a valued member of this residential community, you have the right to:

- Read and study free from undue interference, unreasonable noise, and other distractions inhibiting the exercise of this right.
- Sleep without undue disturbance from noise and other distractions.
- Expect that others will respect your personal belongings.
- A clean environment in which to live.
- Free and unhindered access to your room at all times.
- Personal privacy within the limits of the residential setting.
- Refuse guests in your room.
- Be free from fear of intimidation and physical or emotional harm.
- Expect that these rights will be respected.

You also have the responsibility to:

- Verbally express your views to the person(s) involved, should you feel your rights have been infringed upon.
- Treat your roommate(s) and other residents with respect and consideration.
- Be responsive to all reasonable requests of your roommate(s) and of fellow residents.
- Accept responsibility for personal and community safety.
- Discuss your expectations regarding guests.
- Inform your guests of behavioral standards and expectations of both the community and your roommate(s).
- Guarantee the rights of your roommate(s) and fellow residents within your control.

Our Roommate Policies

Roommate Matching Policy

It is our policy to provide roommate matching by gender, and pet friendly preference only.

- Mixed gender assignments shall solely be at the discretion of management, must have written approval from all roommates and the entire unit must be rented by all consenting parties for the same amount of time.

Roommate Arbitration/Mediation Policy

- All roommates are *equally responsible* for all violation fees including, but not limited to, common area damages, trash violations, noise violations, etc. It is impossible for us to determine individual liability in such matters, therefore all charges resulting from infractions shall be charged per unit. However, if we receive an individual assignment of responsibility, in writing and signed by all roommates, we will assign those violation charges appropriately.
- We are not responsible for any roommate mediation or arbitration, nor will we become involved in any such type of dispute.
- Lessees are not permitted to terminate their Lease Agreement due to roommate conflicts.
 - We strongly urge all roommates to read and become familiar with the Roommate Conflict Resolution tips as outlined below.



Roommate Conflict Resolution Tips

My roommate and I are having a conflict, what can I do?

The following strategies are suggested as possible methods to resolving roommate conflicts. These strategies should be adopted in the sequence noted. If the first strategy is not effective, you may need to escalate the response to the next level.

Strategy 1: Conflict Prevention

An important step to preventing conflict is to negotiate a written Roommate Agreement. These forms can be found on the internet, or the section of this manual entitled 'Sample Roommate Forms'.

Defining the roommate relationship early will assist you in conflicts later on. A Roommate Agreement will also assist in establishing a written plan to guide the relationships between all Roommates if any roommate fails to meet their responsibilities.

Strategy 2: Personal Confrontation

Honesty and open communication help resolve problems before they become serious. Listed below are confrontation skills which may assist you in discussing concerns with your roommate.

1. Express your concerns early and often, before tension builds to the point where personal communication is strained.
2. In any conflict it is generally best to examine yourself first and acknowledge where you may have fault in the relationship. Asking your roommate if there is anything you can do to improve the roommate relationship shows that you are willing to work with the roommate in a spirit of cooperation. Listen first, then talk.
3. After acknowledging any faults on your part, it is important to discuss your concerns with the other person in private. While it may be wise to seek counsel before talking to the other person, talking inappropriately about another person to others can be very destructive to the relationship.
4. Suggest positive things you may appreciate about your roommate. People are generally less defensive and more receptive when they know that you care about the relationship.
5. Express your thoughts with language that does not immediately put the other person on the defensive. Use, "I messages." "I messages" are statements about the communicator's feelings, thoughts, observations, perceptions, and reactions. When confronting someone, talk in terms of yourself. For example, "I think," "I feel," "In my experience," "for myself," "I need," "I've observed."
6. Focus on the offending behavior involved, not in making judgments about the other person.
7. Be specific in your description of the behavior and the effect it has on you.
8. State your request clearly. Be honest and direct. Do not explain or apologize unnecessarily.
9. Use appropriate non-verbal behaviors. Show the intensity of your feelings. Look the other person in the eye. Speak clearly, without hesitation, and lean toward the listener while still respecting their personal space.
10. Thank the other person for their consideration of the matter and their future cooperation.
11. Document any changes to your prior agreements.

12. It may be important to remember that you don't have to like the person you're living with as long as you can effectively communicate with each other.
13. Do not engage in name calling or other behavior which would be disturbing to others. If tempers begin to flare, consider moving the discussion to an alternate location or time.
14. If you are not satisfied with the results of your discussion, consider the other strategies noted below.

Strategy 3: Mediation

If your roommate will not respond as necessary after personal and private confrontation, you may need the assistance of a mediator. Mediation is a voluntary way to resolve disputes without giving the decision-making power to someone else (like a judge). It involves sitting down with the other side in the dispute and a third-party who is neutral and impartial (the mediator). The mediator helps the parties identify the important issues in the dispute and decide how they can resolve it themselves. The mediator doesn't tell each person what to do, or make a judgment about who's right and who's wrong. Control over the outcome of the situation stays with the parties. A mutually respected friend, parent, faculty or staff member, counselor, pastor, or another mutually agreed upon individual may assist with mediation. Professional mediation services are also available for a fee.

Strategy 4: Arbitration

If mediation is unsuccessful, the persons in conflict can agree to arbitration. Generally arbitration is done in an effort to avoid the expense and stress of a more traditional legal remedy. After hearing from the persons in conflict, the arbitrator decides on how the conflict should be resolved. Arbitration can be binding or non-binding. Arbitration can be done by a mutually respected individual when all persons agree to the arbitration relationship. Professional arbitrators are also available for a fee.

Strategy 5: Traditional Legal Remedies

If all efforts previously mentioned fail to resolve the dispute, those in conflict may consider traditional legal remedies. In this instance, disputes would likely be presented in a civil court before the local Magistrate. Attorneys may or may not be involved. In this instance, each person should carefully evaluate whether all other alternatives have been exhausted. Legal remedies are generally costly and highly stressful for all involved. In this instance, having a written Roommate Agreement to present to the judge or magistrate would be much more effective than trying to explain an agreement that was never put in writing.

Want more suggestions on maintaining a positive roommate relationship?

We have included a sample Agreement Among Roommates at the back of this handbook, however your best resource will be the internet. The web offers a vast amount of information that may be helpful to you in your roommate relationship. You may find assistance by searching on any of the following key words:

- Roommate Agreement
- Confrontation Skills
- Dispute Resolution
- Mediation
- Arbitration
- Legal Advice for Roommates

Maintenance

Our property maintenance department is fully experienced and familiar with all types of general maintenance request such as electrical, plumbing, painting, HVAC and plastering.

Please take a moment to read our Maintenance Procedures below. Finally, it is important to read the sidebar on the right and to become familiar with what is considered an "emergency."

Work Order Procedures

Emergencies:

- During regular business hours, all emergency requests should be called in to the office *immediately*.
- If an emergency occurs after hours, please call the office number at (828)262-3434 and dial ext. 6.
- Basic routine maintenance services can be called into the office during regular business hours or submitted online:
 - Go to: www.kuesterliving.com.
 - At the top of the page under the header click "Maintenance Request."
 - Enter your Username and Password information.
 - Once inside the resident portal, click "Service Issues" and enter all information, being as detailed as possible.

All Maintenance Requests are assigned as follows:

- **Priority code High** is assigned to emergency requests that could result in an immediate or imminent threat to life, or severe property damage: i.e.: sparking or smoking electrical outlets or appliances, flooding, no power or heat, broken windows, etc.
- **Priority code Medium** is assigned to building maintenance requests that will not result in injury or have a negative impact on the property, but can impact the quality of living to an affected resident: i.e.: clogged toilet or sink, A/C not cooling properly during summer months, improperly functioning kitchen refrigerator, microwave or stove, etc.
- **Priority code Low** is assigned to minor maintenance routine requests: i.e.: ceiling tile replacement, leaking faucet, slow draining sinks, dryers or washers not functioning properly, ballast replacement, etc.

We will always knock and identify ourselves before entering an apartment for service repairs. Unless it is an emergency repair, we will enter the unit whether someone is present or not during normal business hours, *unless* you specifically request, in writing, at the time of work order creation that you request to be present. In that case, we will call you as time allows to schedule an appointment to perform repairs.

After the work order has been completed and closed out, we will send out at random, Customer Satisfaction Surveys to help ensure that our residents are receiving quality service in a timely manner.

**Please note: we will enter the unit at any time, with or without permission, should there be any emergency maintenance required, or should you fail to keep or schedule an appointment for any maintenance needed.*

*** Please note: all light bulbs within reach are resident responsibility to change out, excluding appliance bulbs. There is a tenant charge of \$5/bulb for any bulbs replaced by maintenance at resident request.*



Emergency

What is an Emergency?

As a general rule, an emergency is anything relating to the apartment that is **threatening to life, health or the property** and cannot wait until the next business day to be addressed. The following guidelines will assist as to what constitutes as a maintenance emergency:

- **Clogged Toilet:** This will only be considered an emergency when the toilet clogged is the only toilet in the entire unit.
- **Broken Pipe or severe leaking into unit from another, unknown source:** This is considered a maintenance emergency. Do everything within your reasonable power to contain the leak to prevent flood damage. Call Immediately.
- **No Hot Water:** This will be considered an emergency only if there has been no hot water for at least 12 hours. Typically this will be handled in a timely manner during normal business hours.
- **Heater Repair:** This constitutes an emergency only if the outside temperature is falling below 50 degrees.
- **AC Repair:** This will be considered an emergency only if the outside temperature is above 85 degrees. Normally this will be handled in a timely manner during normal business hours.
- **Sparking or smoking electrical outlet or appliance.** Do NOT attempt to unplug unit. Call Immediately.
- **Storm damage to roof:** tree limbs on roof, etc. Please call immediately.
- **Broken lock or window** that prevents securing the property. Please call immediately.
- **No water in unit.** Please call immediately.

Move-Out Procedures

90-Days' Notice: If you are planning to move and your lease has expired, in accordance with your rental agreement you are required to give 90 days' written notice. There is a form provided at the back of this handbook for this purpose; please fill it out and send it to the office when your moving plans are confirmed and schedule your Move-Out Inspection at that time. Upon receipt of your notice, we will begin looking for a new tenant. Obviously, we will have to let prospective tenants see your home in order to rent it. We realize that this is an inconvenience, and we will make every effort to find a new tenant quickly with a minimum bother to you. If the property is re-rented during the 90 days for which you have paid rent, we will return that portion of your money.

Security Deposit Refunds

There is often misunderstanding surrounding security deposits. A security deposit is a sum of money placed with the owner to illustrate the Residents' intention to live in the unit in compliance with the terms of his/her rental agreement. For return of your entire security deposit please comply with the following:

- 1) Reside in the complex for the full term of your rental agreement.
- 2) Provide a written notice of intent to vacate ninety (90) days prior to vacating.
- 3) No damage to property beyond normal wear and tear.

Be sure to clean the entire unit:

- Unit must be completely free of trash and all dust
- Appliances (underneath also), stove top burners and drip pans, range hood & exhaust fans, top of refrigerator and stove must be spotless.
- Cupboards, drawers, kitchen counters & sinks must be wiped out and cleaned.

- Bathroom(s) to include tub, tub tile, sinks, toilets, plumbing fixtures, mirrors, exhaust fans and closets.
- Spot wash walls, doors, baseboards, heat registers, light fixtures, switches/outlets.
- Windows, window tracks, window coverings/blinds.
- Laundry room and washer/dryer.
- Patio, deck, storage closet/shed must be swept and free from debris and trash.
- All light fixtures must be cleaned & light bulbs must be in working order and of the same style.
- Furnace/AC filters must be clean and/or replaced.
- Nails need to be removed from walls – Do not fill nail holes.
- Remove all debris and trash from inside and out and place in proper rubbish containers. Do NOT place furniture or other bulky items in dumpsters or dumpster areas.
- Carpet is to be vacuumed thoroughly and free of stains and debris.
- All smoke detectors must be left in working condition.
- Have no unpaid late charges, or delinquent rent.
- Return all keys to the property at the time of your move-out inspection.
- Leave refrigerator on.

Move-Out Inspection

- You will be charged rent until keys are returned to the office or to the Kuester representative that does the Move-Out Inspection with you.
- It is not required to schedule a Move-Out Inspection, but strongly encouraged. We will make every attempt to accommodate your schedule for the inspection, but the exact time/day is not guaranteed. **Please call 30 days in advance to schedule your inspection.** Please try to allow yourself some time for flexibility in scheduling.
- We will use the property condition report which was filled out by you when you first occupied the unit. If

any of the above items were not clean when you moved in, it should have been noted on your inspection sheet and you will not be responsible for that cleaning.

- The unit must be **completely vacant and cleaning finished** before the scheduled inspection. If not, we will attempt to reschedule, according to our availability, but you will be held responsible for all rent until then. Otherwise, If not entirely clean and vacant at the time of Move-Out Inspection, the actual cost of cleaning, repair or replacement of any dirty or damaged items will be charged to you, the vacating Resident.
- Please be assured that it is not our policy to keep any portion of your deposit without good reason. We hope that you will leave the property clean and undamaged so that we can refund all your money and don't have to go to the expense and bother of having extra cleaning and repairs done.
- If you have any questions, please call the office. We will inspect the property as soon as possible after you turn in your keys, or will go to every length to accommodate your schedule if you prefer to schedule a Move-Out Inspection.
- Per your lease we are required to render an accounting of your deposit within 30 days after you have returned your keys. We realize that moving is expensive, and we make every effort to do this as soon as possible, but in no event should you expect a refund and accounting immediately at your forwarding address.
- Please see the "Typical Cleaning/Repairs Charges" for a more detailed list of what you should expect should the unit not be returned to us in acceptable condition.

NOTE: You are responsible for the entire term of your lease contract. Please review our Early Termination of Lease and Unit Transfer Policies for more information.

NOTE: Any questions regarding your deposit or condition of your unit upon Move-Out need to be discussed when you vacate, not after we have contracted for cleaning and/or repairs. NO EXCEPTIONS.

Community Resources

From time to time we could all use a little help. If you ever find yourself in need, please know there are resources in Boone available for you. You are not alone.

ASU Counseling and Psychological Services

The Counseling Center offers the opportunity for all currently-enrolled students to meet with a counselor to determine the most appropriate course of treatment, at no charge. At the conclusion of this interview, the clinician will recommend appropriate services. These services may be on campus in the Counseling Center, elsewhere on campus (e.g., Wellness Center, Health Center, Learning Assistance Program, Disability Services, Psychology Clinic, Career Development Center), or a referral to the community. Services available within the Counseling Center include individual counseling, group therapy, couples and family counseling, prevention, and the opportunity for outreach and consultation. We also offer a variety of services through the Peer Career Center.

Tel: (828) 262-3180

ASU Community Care Clinic

The Community Care Clinic provides health care to low-income persons in our community who do not have health insurance. Through disease prevention, continuity of care, and active follow-up, we can promote the health and well-being of our community.

Tel: (828) 265-8591

Daymark Recovery Services - Watauga County

Provides objective alcohol/drug abuse treatment; advocacy and technical assistance to communities. Approximately 150 clinically trained professionals in the five-county New River Area offer a full range of services including: Assessment and Referral; Mental Health Services (for all ages); Substance Abuse Services (for all ages); Developmental Disabilities (for all ages); 24-Hour Crisis Services.

Tel: (828) 264-8759

High Country Community Health

HCCH offers all services based on a sliding fee scale based on income for anyone regardless of ability to pay. We also gladly accept Medicaid, Medicare, and private insurances.

Tel: (828) 406-1925

Hope Pregnancy Resource Center in Boone, NC

Providing confidential pregnancy services including free pregnancy tests, information on pregnancy options and referrals.

Tel: (828) 265 4357

High Country Pride

The mission of High Country Pride, Inc. is to unite, celebrate, support, the GLTBQ people and its organizations by providing social engagement, service, and leadership in the High Country community.

Email: info@HighCountryPride.org

First Things First

Drug screenings, counseling services, substance treatment, group therapy, family therapy, individual therapy, DWI services, domestic violence and anger management services.

Tel: (888) 811-3382 (Hotline)

On Track Financial Education and Counseling

Counseling/education for individuals and families on budgeting and money management, avoiding bankruptcy, buying and keeping a home, debt repayment programs, reverse mortgages, debt collection and consumer rights.

Tel: (800) 737-5485

Smoky Mountain Center

Smoky Mountain Center works in partnership with a community of providers to ensure that a full range of services and supports are available close to home to individuals in need of mental health, developmental disability and substance abuse services and supports. Immediate Emergency Services; crisis stabilization; initial screening; psychiatric evaluation; consultation and support; consultation and training on substance abuse prevention; linkage with peer support and respite.

Tel: (828) 263-5635

Northwest Tobacco Prevention Coalition

The Northwest Tobacco Prevention Coalition is an educational effort to increase awareness of the health hazards of tobacco use and secondhand smoke and to promote policies that protect the public from the negative consequences of tobacco use.

Tel: (828) 264-4995

Oasis, Inc.

OASIS, Inc. (Opposing Abuse with Services, Information, and Shelter) is dedicated to ending domestic violence and sexual assault in Watauga and Avery Counties, North Carolina.

Tel: (828) 264-1532

Emergency: (828) 262-5035

Angel Food Ministries

Angel Food Ministries is a non-profit, non-denominational organization dedicated to providing grocery relief and financial support to communities throughout the United States.

Tel: (828) 264-6090

Please visit the BSBCN Institute for Health and Human Services website for many more links to available resources in our community.

www.ihhs.appstate.edu/providers/



Forms

Notice of Intent to Vacate

Date: _____

Building #: _____ Apt #: _____

Community Name: _____

Phone: _____

Name: _____

Email: _____

We understand that our Rental Agreement calls for a 90 days' notice before we move. We understand that we are responsible for paying rent through the end of the notice period called for in the Rental Agreement or until another tenant approved by the management has moved in, whichever comes first.

If this notice constitutes non-fulfillment of your lease, please review our termination policies and discuss with management staff.

Reason for leaving: _____

Forwarding Address (If refund is applicable it will be sent to the below address)

Please arrange to inspect the unit at _____AM/PM on _____ (date), or advise me/us as to an alternate date and time upon which we can mutually agree. Move out-inspections will only be scheduled during normal business hours and as time/scheduling allows for office staff. (Please be sure to allow yourself a few days in case we cannot accommodate your schedule).

I also understand all keys (including mail box keys) must be turned in to the office no later than midnight on the last day of occupancy or I will be charged a re-keying fee of **not less than \$60**.

I understand that the apartment must be left clean and free of damage. Additional charges may be assessed for damages above normal wear and tear as allowed in the lease agreement. These charges will be deducted from my deposit. I agree to pay any balances due upon the receipt of my final account statement.

If a change or cancellation request is made to the move out date the request must be provided in writing and approved by management.

Lessee Date

Management Representative

Date



Pet Information Form

TO BE COMPLETED BY VETERINARIAN:

Pet Name		Breed (or known breed types if mix)		
Current Weight:	Est Weight at Maturity:	Age:	Color:	
<input type="checkbox"/> Cat	<input type="checkbox"/> Dog	(_)Male Neutered: Y / N	(_)Female Spayed: Y / N	
ID Tag	Tattoo	Microchip		

Please Sign and date to verify that any and all applicable **vaccinations and licenses** as required by law are current and all information listed above is correct:

Veterinarian Clinic

Vet or Authorized Agent Signature

Date

TO BE COMPLETED BY OWNER:

GENERAL INFORMATION

Has the pet ever bitten a person Y / N

Has the pet ever started a fight with or bitten another animal Y / N

Is the pet friendly towards children and adults Y / N

Do you have a way to safely secure your pet (such as kenneling) during an inspection or maintenance work order Y/N

Additional information:

Owner(s) Full Names:

Community/Apartment Number:

Identity/Social Security/Other (specify) numbers:

I, the owner of the above listed pet warrant that the information contained herein is true and correct to the best of my knowledge.

Owner's Signature:-----

Date:-----

Resident: This form must be presented with current shot records, Non-refundable pet fee and signed Lease Addendum. Please contact office for more details

Roommate Consent Form - Pet

Please fill out ALL fields below and return to management office, as well as shot records and current pet photo.

Pet Type: _____
(example: Dog: Golden Retriever)

Pet Description: _____ # of lbs.
(color)

Pet Name: _____

Photo provided: _____

Policy Agreement: Responsibility is accepted as stated above:

_____ (signature of pet owner) _____ (date)

_____ (name printed) _____ (Unit # and Bedroom)

Roommate #1: Signs in full agreement to pet described above to reside in noted unit:

_____ (signature) _____ (name printed)

_____ (date) _____ (Unit # and Bedroom)

Roommate #2: Signs in full agreement to pet described above to reside in noted unit:

_____ (signature) _____ (name printed)

_____ (date) _____ (Unit # and Bedroom)

Roommate #3 (if applicable): Signs in full agreement to pet described above to reside in noted unit:

_____ (signature) _____ (name printed)

_____ (date) _____ (Unit # and Bedroom)

5 Hours/Week

Kuester Resident Ambassadors serve as a communication link and community resource between our offices and residents at their respective properties.

The mission of the Resident Ambassadors is to foster and enhance the living experience within their respective property by assisting with office, social media and maintenance tasks, as well as positive involvement within the community. Resident Ambassadors are resident advocates who work with the office and maintenance staff to help enhance the quality of their neighbors living experience within their community.

Responsibilities of an RA include:

- Weekly grounds pickup.
- Occasional notice delivery.
- Regularly communicate with office and maintenance staff to help identify problem areas within their community.
- Attend weekly Friday morning meeting to voice any concerns or suggest improvements and to retrieve that week's assignment.
- Wear Kuester logo during social events and ability upload to social media sites.
- Be a model citizen within their neighborhood.
- Serve as an unbiased Resident Mediator to help improve roommate relations.
- Inform other students about their local neighborhood and our beautiful properties.
- Inform and educate other students about city services and resources, such as the Appalcart route schedules.

In Return, Kuester Real Estate Services will provide:

- \$200/month discount on rent.
- *Free* tickets to approved events within the community—Maximum of 2 events per year.
- *Free* Kuester logo gear.
- Professional staff support, eager to hear your ideas and recommendations.

Qualifications:

Good standing on your rental account.

No lease violations on record.

Desire to help shape your community.

Ability to have open, unbiased dialogue as a community liaison.

Skills:

Responsible & dependable; Civic-minded; Strong communication skills;

Team player; Leadership/mentor skills.

Contact:

Nicole Sica, Regional Portfolio Director – 828-262-3434 X7786 or nicole@kuester.com

Kelly Foster, Leasing Manager—828-262-3434 X7787 or kelly.foster@kuester.com



One-Time Courtesy Violation Fee Waiver

Kuester Real Estate Services, **as a one-time courtesy**, agrees to remove the violation fee originally issued on _____. Resident agrees that if any community policy is violated again during the term of their current lease, **this fee will be re-instated** and no courtesy waivers will occur in the future.

Date: _____

Resident Acknowledgement:

Resident Name: _____

Kuester Acknowledgement:

Apartment #: _____

**A copy of this document will be placed in resident file.*





**Moving can be expensive.
Take a look at anticipated moving expenses!**

Moving Trucks & Movers

More than likely when you move, you are going to rent a truck like a U-Haul. On average renting a truck for one full day to move across town can cost \$100 before taxes and fees.

In addition to the truck rental, there's gas, taxes and other fees to consider. Trucks burn through gas like no other vehicle and the more stuff you move—the harder the truck works—the more gas you will burn. On a cross town move, you can safely estimate \$110 for gas.

If you are moving across the country or hiring movers to load and unload your belongings, moving costs can vary and get quite expensive. You can safely assume that hiring movers can cost \$1,000-\$3,000 and depending on how far you are moving, may take up to a week for the movers to get your stuff to your new apartment.

You should also consider that you may need to buy moving boxes to pack everything. A good box is roughly \$3.00 and if you need 20

of them, you can add another \$60 to your moving expenses. Finally, if you are having friends or family help you move, you'll more than likely want to show your appreciation for their help. Dinner? Beer? A big hug? Don't forget to factor the cost of thank you gifts into your moving expenses. And don't forget food for yourself en-route the day of your move.

Starter Food, Supplies, and More

Most people don't want to move the "little" items from one apartment to another and end up throwing away necessities like toilet paper, paper towels, food from the fridge, a broom, dishrags, cleaning supplies, etc. The cost to replace all of these items must be factored into the overall cost of your move, too.

Deposits & Fees

When you move into a new apartment, most likely you will have to pay a security deposit.

Have a dog or cat? The building you move to may require an additional deposit for Fido and Mittens, too. Need to use an elevator? There's probably a fee for that too! And, you'll more than likely also be required to pay your first month's rent at the time of your lease signing or move in day. These deposits and fees can add up!

Utilities

Renewing your lease will also save you the trouble of transferring, cancelling or starting up new cable, Internet, phone, electricity, gas, etc. You'll also have to forward your mail, change your address with banks, credit cards and with anyone else who sends you mail. While these things may not cost anything, they can become a hassle and your time is worth money!

So when you think about moving, consider all of the expenses that go into even the most simplest of moves. Then ask yourself...isn't it easier to renew?

MOVE OUT DAMAGES/CLEANING CHARGES

The following is an itemized list of charges for items we most frequently are required to do when residents move out without properly cleaning their unit. Please note that these charges are averages and may vary. We give allowance for normal wear and tear, of course, and for the length of time something has been in use. Replacement charges do not include labor. If a contractor or other vendor is required to repair/replace any item, actual invoiced charges will apply. These prices are samples only and may change at any time.

Cleaning		Plumbing	
Clean refrigerator	\$35	Replace faucet	\$50
Clean stove top	\$25	Replace faucet handle	\$15
Clean oven	\$45	Replace shower head	\$15
Clean range hood	\$20	Replace toilet tank lid	\$30
Clean kitchen cabinets	\$20	Replace toilet	\$175
Clean kitchen sinks	\$20	Replace garbage disposal	\$125
Clean kitchen countertops	\$20	Clear drain stoppage	\$75
Replace drip pans	\$5 each	Bath Vanity	\$150
Clean tub/shower	\$40		
Clean toilet and sink	\$30	Windows & Window Coverings	
Clean bathroom cabinets	\$15	Replace window pane	\$75 - \$150
Clean ceiling fans (blades/lights)	\$15 each	Replace blind	\$15 - \$35
Clean blinds (each)	\$15	Repair blind	\$5/slat
Vacuum entire unit	\$50	Replace window shade (roll)	\$20
Clean oily parking space	\$30	Replace drapery rod	\$25
Extensive cleaning	\$75 / hr	Rescreen window screen	\$20
		Replace window screen	\$25
Flooring		Locks	
Remove carpet stains	\$80	Replace key	\$5 each
Clean carpeting	\$40 / room	Replace cylindrical door lock	\$60
Deodorize carpet (pets)	\$85	Replace deadbolt lock	\$65
Repair carpet	\$75		
Replace Carpeting	Varies	Miscellaneous	
Clean kitchen floor	\$35	Replace stove/oven knob	\$10
Clean bathroom floor	\$25	Repair countertop	\$75
Repair hardwood floor	\$90	Replace mirror	\$75
Refinish hardwood floor	\$375	Replace medicine cabinet	\$75
Repair linoleum	\$50	Replace towel bar	\$15
Replace linoleum	\$250 - 400	Replace shower curtain rod	\$20
Repair floor tile	\$40	Replace thermostat	\$75
Replace floor tile	\$150 – 250	Remove trash and debris	\$75
		Remove furniture (per item)	\$35
Walls		Replace countertop (per linear foot)	\$25
Remove mildew	\$15		
Cover crayon marks	\$35		
Repair small nail hole	\$10		
Repair hole in wall	\$45		
Remove wallpaper	\$150		
Repaint (per wall/ceiling)	\$25		
Doors			
Repair hollow-core door	\$50		
Repair forced door damage	\$75		
Replace exterior door	\$150		
Electrical			
Replace light bulb / battery	\$5 each		
Replace light fixture globe	\$15		
Replace light fixture	\$50		
Replace electrical outlet/switch	\$10		
Replace electrical cover plate	\$3		



Charter TV® is going 100% digital!

Have your set-top boxes shipped directly to your home.

Dear Charter Customer,

Charter is committed to provide you with the very best products, at the very best value. We have invested over two billion dollars in our fiber rich network to enable us to bring you the highest level of performance and innovation. To deliver even more value to you, we are implementing Charter TV® in a 100% All-Digital format.

Once this conversion is complete you will have the opportunity to enjoy over 200 channels of high definition TV. This is more than any other provider can deliver. We will also be significantly raising our internet data speeds. Combined with our reliable, full featured voice service, Charter will have upgraded your area to our highest level of service, Charter Spectrum.

In order to take advantage of all this, **your tenants will be required to have a Charter provided set-top box on each TV in their home by March 11, 2014. To help your tenants with this transition, we will supply your tenants with at least 1 additional digital set-top box, 1 HD set-top box or 1 CableCARD at no cost to the**

tenant, for the life of our current agreement between Charter and you. Your tenants may also be entitled to additional equipment for free for a promotional period, depending on their respective eligibility.*

By adding a Charter set-top box, your tenants will have access to Charter On Demand, where they can choose from a library of over 10,000 movies and shows, 1,800 in HD, to watch instantly on their schedule. Charter TV® in HD features breathtaking clarity with up to 6x sharper resolution than standard TV. And with Charter DVR® they can pause and rewind live TV, even create their own instant replays.

How do my tenants know if they need set-top boxes? If your tenant has existing set-top boxes in their home, no action is required. If your tenant wants to add a set-top box to any TV currently not equipped, we'll ship a self-installation kit directly to their home at no additional cost, so they can install on their schedule. Or if your tenant prefers, they can pick one up from a nearby Charter Store. They'll find all the equipment their additional TVs will need to be 100% digital ready, plus simple step-by-step instructions, so they can make the upgrade in minutes... no technician necessary.

What will it cost to add a set-top box?

We will supply your tenants with at least 1 additional digital set-top box, 1 HD set-top box or 1 CableCARD at no cost to the tenant, for the life of our current agreement between Charter and you. Your tenants may also be entitled to additional equipment for free for a promotional period, depending on their respective eligibility.*

Questions?

If you are a property owner or manager, you can call 1-800-314-7195 or visit charter.com/digitalnow where you can find more detailed instructions and answers to frequently asked questions.

Sincerely,

R. Adam Ray
VP, Direct Sales & MDU

IMPORTANT NOTICE What should your tenants do?

If your tenants have any TVs in their home without set-top boxes, we'll ship a self-installation kit directly to their home at no additional cost, so they can install on their schedule. Your tenants don't even have to leave their house. Or if your tenant prefers, they can pick one up from a nearby Charter Store.

Charter Store

755 George Wilson Rd., Boone, NC 28607
Monday thru Friday 8:00am - 5:00pm
Saturday 9:00am - 1:00pm

Expanded Store Hours: March 3 - March 15

Monday thru Friday 8:00am - 6:00pm
Saturday 9:00am - 5:00pm

Charter Store

220 McLean Dr. SW, Lenoir, NC 28645
Monday thru Friday 9:00am - 6:00pm
Saturday 9:00am - 1:00pm

Expanded Store Hours: January 13 - January 25

Monday thru Friday 8:30am - 7:00pm
Saturday 9:00am - 5:00pm

Charter Store

103 Marketplace Dr., North Wilkesboro, NC 28659
Monday thru Friday 9:00am - 6:00pm
Saturday 9:00am - 1:00pm

Expanded Store Hours: January 27 - February 8

Monday thru Friday 8:30am - 7:00pm Saturday 9:00am - 5:00pm

Coming soon!

Stay tuned for more information.



©2013 Charter Communications, Inc. Offer expires July 9, 2014. Offer valid to qualified residential customers who have no outstanding obligation to Charter. *Standard rates apply after promotional period ends. Standard rates will apply for installation, taxes, fees, surcharges and additional equipment. On Demand programming varies by level of service; pricing, ratings and scheduling are subject to change. Charter HD set-top box required to receive HD programming; TV must be HD capable; HD programming may vary. Additional Charter DVR service rates may apply. Service is subject to all applicable service terms and conditions, which are subject to change. Services not available in all areas. Restrictions may apply. Call for full details.

STANDARD, MDU OWNER - HAD CUT 9 MTN CITY

Your new Charter HD channel lineup.

Effective March 11, 2014.



Basic HD

703	WAXN - IND HD
704	WCNC - NBC HD
707	WBTV - CBS HD 708 WUNE - PBS HD 710 WJZY - FOX HD
711	QVC HD New!
712	WCCB - CW HD
713	WSOC - ABC HD
715	WMYT - MyTV HD
716	C-SPAN HD New!
733	TV Guide Network HD New!
737	Jewelry Television HD New!
740	HSN HD New!
864	TBN HD New!
866	INSP HD New!
Expanded Basic HD	
729	Animal Planet HD
732	TV Land HD
744	E! HD
746	Oxygen HD
747	Bravo HD
748	TLC HD
749	Lifetime HD
751	Food Network HD
752	HGTV HD
756	Disney Channel HD
757	Disney XD HD
758	Nickelodeon HD
759	Cartoon Network HD
760	ABC Family HD
762	National Geographic HD
764	Travel Channel HD
766	HISTORY HD
767	Comedy Central HD
769	Investigation Discovery HD
771	TCM HD
772	AMC HD
773	A&E HD
774	truTV HD
775	OWN HD
778	Velocity
779	Discovery HD
780	TBS HD
781	TNT HD
782	USA Network HD
783	Hallmark Channel HD
784	FX HD
787	FOX News Channel HD
788	CNN HD
789	CNBC HD
790	msnbc HD
791	HLN HD
797	The Weather Channel HD
808	ESPN HD
809	ESPN2 HD
811	FOX Sports South HD
812	SportSouth HD New!
813	Regional Sports Extra Games HD New!
814	Charter Sports Southeast HD New!
819	MLB Network HD
823	Golf Channel HD
825	NBC Sports Network HD
826	FOX Sports 1 HD
842	GSN HD
843	SyFy HD
844	Spike HD 874
MTV HD	
875	VH1 HD
876	CMT HD
877	BET HD
879	MTV2 HD
Charter TV Select HD	

656	IndiePlex HD New!
657	RetroPlex HD New!
658	MoviePlex HD - East New!
659	Disney Jr. HD New!
Digital View/Charter TV Select HD	
786	Bloomberg HD New!
851	Hallmark Movie Channel HD New!
Digital View/Digi Tier 1 HD	
726	The Hub Network HD
727	Sprout HD New!
728	Nick Jr. HD New!
729	731 ShopHQ HD New!
739	WE tv HD
745	Esquire Network HD
750	LMN HD
754	Nicktoons Network HD New!
755	DIY Network HD
765	Destination America HD
768	Science HD
770	Military Channel HD New!
793	Fox Business Network HD New!
794	Fusion HD New!
849	ReelzChannel HD New!
878	GAC HD New!
Digital View/Digi Tier 1 HD, Sports View/Digi Tier 2 HD	
810	ESPNU HD
828	FOX Sports 2 HD
Digital View/Digi Tier 1 HD, HD Ultra View/Digi Tier 2 HD	
857	AXS TV
Digital View Plus/Digi Tier 1 HD	
724	Fuse HD New!
734	TV One HD New!
753	Cooking Channel HD
776	BIO HD
785	BBC America HD New!
796	H2 HD
850	FX Movie Channel HD New!
853	Sundance HD New!
854	IFC HD
Digital View Plus/Digi Tier 1 HD, Sports View/Digi Tier 2 HD	
822	NFL Network HD
Digital View Plus/Digi Tier 2 HD	
798	AWE HD New!
867	UP HD New!
Digi Tier 1 HD	
865	FamilyNet HD New!
Digi Tier 2 HD	
792	BBC World News HD New!
Digi Tier 2 HD, Latino View HD	
720	UniMás HD New!
Sports View/Digi Tier 1 HD	
818	CBS Sports Network HD
Sports View/Digi Tier 2 HD	
806	The Tennis Channel HD
807	BTN HD
816	ESPN Goal Line/Buzzer Beater HD New!
817	ESPNNews HD New!
824	NFL RedZone HD
831	WFN HD New!
832	Outdoor Channel HD New!
833	Sportsman Channel HD New!
835	Mav TV HD New!
840	FXX HD New!
Latino View HD	
722	Fox Deportes HD New!
HD Ultra View/Digi Tier 2 HD	
763	Smithsonian Channel HD
777	Universal HD
858	HDNet Movies
873	Palladia
HD Premium	
501	HBO HD - East
502	HBO HD - West New!
503	HBO2 HD - East
504	HBO2 HD - West New!

505	HBO Signature HD - East
506	HBO Signature HD - West New!
507	HBO Family HD - East
508	HBO Family HD - West New!
509	HBO Comedy HD - East New!
510	HBO Comedy HD - West New!
511	HBO Zone HD - East New!
512	HBO Zone HD - West New!
513	HBO Latino HD - East New!
514	HBO Latino HD - West New!
531	Cinemax HD - East
532	Cinemax HD - West New!
533	MoreMAX HD - East
534	MoreMAX HD - West New!
535	ActionMAX HD - East
536	ActionMAX HD - West New!
537	ThrillerMAX HD - East New!
538	ThrillerMAX HD - West New!
539	StarMAX HD - East New!
541	MovieMAX HD - East New!
543	OuterMAX HD - East New!
545	MAX Latino HD - East New!
561	Showtime HD - East
562	Showtime HD - West New!
563	Sho 2 HD - East
564	Sho 2 HD - West New!
565	Showtime Showcase HD - East
566	Showtime Showcase HD - West New!
567	Sho Beyond HD - East New!
569	Showtime Extreme HD - East
570	Showtime Extreme HD - West New!
571	Sho Women HD - East New!
573	Sho Next HD - East New!
591	The Movie Channel HD - East
592	The Movie Channel HD - West New!
593	The Movie Channel Xtra HD - East
594	The Movie Channel Xtra HD - West New!
606	Starz HD - East
607	Starz HD - West New!
608	Starz in Black HD - East
610	Starz Comedy HD - East New!
612	Starz Cinema HD - East
614	Starz Kids and Family HD - East
616	Starz Edge HD - East New!
631	Encore HD - East
632	Encore HD - West New!
633	Encore Action HD - East New!
635	Encore Classic HD - East New!
637	Encore Suspense HD - East New!
639	Encore Black HD - East New!
671	EPIX HD - East
672	EPIX HD - West New!
HD Pay-Per-View	
958	HD Pay-Per-View
968	Playboy TV HD New!

©2013 Charter Communications, Inc. Programming may vary. Channels, Tiers and Packaging subject to change. Services not available in all areas. Charter issued digital set-top box or CableCARD required to view programming channels. Charter issued digital set-top box required to view PPV and On Demand programming (where available). HD capable equipment required to view HD programming (where available). All programming may not be available to CableCARD customers. All service levels may contain channels with some R-rated programming, which can be blocked using the Parental Control feature on your on-screen program guide.
BGS-1-201-F 1/30/14

This Agreement does not supersede the lease or any other agreement that tenants may have with the landlord. The landlord is not bound by this Agreement and is not obligated to enforce its terms.

Roommate Agreement

[Sample]

For the [year-year] school year, we, the tenants named below, signed a lease agreement for the residential property at the address listed below. By entering into this roommate agreement, we hope to ensure that rental responsibilities will be understood and shared by all roommates as described in this agreement. This Roommate Agreement (the "Agreement") is made by and between _____ [tenant name], _____ [tenant name] _____ [tenant name], and _____ [tenant name], for the residential property at: _____ [address]. We are entering into this Agreement in order to identify the rights and responsibilities of each tenant during the course of the lease agreement. This Agreement runs concurrently with the lease agreement for the residential property, which is effective from _____ [month/day], [year], to _____ [month/day], [year].

1. SECURITY DEPOSIT AND/OR DAMAGES: Each roommate will receive his/her share of the security deposit if and when the landlord returns it after the lease term ends. Any deduction(s) from the deposit by the landlord shall be withheld equally from all of the roommates. However, it is understood and agreed that if any damages are caused to the residence by a particular roommate or roommates that roommate shall notify Management of their responsibility and agree to accept all financial responsibility for damages caused.

2. HOUSEHOLD SUPPLIES: A single ledger (with item description, cost, and date of purchase) will be kept listing all household supplies purchased by each roommate. The supplies may include such things as paper towels, toilet paper, cleaning fluids, dish detergent, foil, plastic trash bags, scrub brushes, and any other goods needed for the home which will be shared by all roommates. The purchaser of household supplies will be entitled to reimbursement from the other roommates.

3. KITCHEN USE AND CLEAN-UP: (check one)

_____ Food expenses will be shared equally by all roommates. _____ Food will be purchased by each roommate individually.

Food may not be borrowed without the purchaser's approval. Each roommate will have ["separate" if available] storage space for his/her groceries. Roommates may choose to share in meal preparation and clean up. Each roommate will clean up the kitchen after his/her use.

4. PERSONAL PROPERTY: All tenants agree to not use or borrow other roommates' personal item(s) without the approval of the roommate who owns the property. Any exception(s) to this rule will be clearly stated and agreed upon, and the roommate who owns the property retains the right to change his/her mind about sharing his/her property. Any personal property that is borrowed will be used respectfully and returned in the same condition. If any damage is done to a roommate's personal property, the roommate(s) responsible for causing the damage will compensate the roommate who owns the personal property for his/her loss.

5. CLEANING: Each roommate agrees to share the responsibilities of cleaning and maintaining the residence, which may include dusting, vacuuming, emptying trash, mopping/sweeping floors, cleaning bathrooms, and other duties.

6. CLEANING SCHEDULE: (check one)

_____ Each roommate agrees to the attached cleaning schedule (attach cleaning schedule). The schedule indicates when each roommate will complete his/her assigned cleaning and maintenance duties. _____ All roommates will work together ["at a designated time"] to clean/maintain the residence.

7. ADDITIONAL AGREEMENT TERMS: (The following items have been known to occasionally cause conflict between roommates. If any of the following might become an issue, present a problem, write out any needed additional agreements and attach.)

- | | | |
|------------------------------------|--------------------------|---|
| _____ Smoking/alcohol/drugs | _____ Sound system use | _____ Shared (Common) areas |
| _____ Parking | _____ Behavior of guests | _____ Quiet hours for studying and sleeping |
| _____ Overnight guests | _____ Phone messages | |
| _____ Cleanup after parties/guests | _____ Keys | |

8. UTILITIES

All Roommates agree to be responsible in their utility usage (i.e. turning off unused lights, closing windows in cool/warm weather, etc.) and make a conscious effort to not exceed the unit's utility allowance.

This Agreement represents the complete and final understanding of the roommates' intent. All preliminary discussions and negotiations by the roommates are merged into and superseded by this Agreement. Any modification to this Agreement must be in writing, signed by all roommates.

We, the undersigned, agree to the above terms.

ROOMMATE SIGNATURES:

_____	_____
[Name]	[Date]
_____	_____
[Name]	[Date]
_____	_____
[Name]	[Date]
_____	_____
[Name]	[Date]



Roommate Acceptance of Liability

I, Resident of apartment # _____ at _____ community accept all responsibility for the violation fee originally issued on _____. I hereby request all charges be eliminated from my roommate(s) account(s) and be transferred to mine.

Date: _____

Resident printed Name: _____

Resident Signature: _____

**A copy of this document will be placed in resident file.*



ACKNOWLEDGEMENT OF RECEIPT FORM

I/we, the undersigned resident(s), have received copies of the following forms from (lessor/landlord).

- Lease or Rental Agreement
- Move-In Condition form (Must be completed and returned within 3 days from the date below).
- Pet Agreement (If applicable)
- Bed Bug Addendum
- Concession Addendum (if applicable)
- Parking Addendum
- Personal Guarantor Addendum
- Social Media Addendum
- Resident Handbook
- Other: _____

Date: _____

Tenant Signature _____

Tenant Signature _____

Tenant Signature _____

Kuester Representative _____