

New Heart Church of Spencer, Indiana, Inc. ("New Heart") maintains and enforces the following Rules and Regulations to protect the Residents' enjoyment of the properties. Residents will be held liable for the actions of their guests, and any other person on the Premises due to Resident's occupancy.

New Heart reserves the right to update and revise the following Rules and Regulations at any time, and Residents must comply with the most current Rules and Regulations. Any revisions to the Rules and Regulations will be sent to the Residents no later than 72 hours after updated.

New Heart encourages its Residents to become familiar with the following Rules and Regulations and associated charges. Violation of the following Rules and Regulations is considered a breach of the Residents' Lease Agreement. When in doubt, Residents should remember to respect other Residents' enjoyment of the properties.

## **CURRENT TABLE OF CHARGES:**

### **Keys**

|         |  |
|---------|--|
| \$25.00 | Apartment Key Replacement                |
| \$75.00 | Re-keying (changing lock) charge-minimum |

### **Maintenance**

|        |  |
|--------|--|
| Varies | Damages, Repairs, Requests—time and material   |
| Free   | Changing a light bulb inaccessible to Resident |
| Varies | Removal of Personal Belongings—hrly. charge    |
| Varies | Trash removal—hourly charge                    |

### **Accounting and Research**

|         |   |
|---------|---|
| Free    | Ledger—copy provided free of charge                             |
| \$30.00 | Ledger Research Fee—hourly charge—billed in one hour increments |
| \$50.00 | Video surveillance research—hourly charge                       |
| \$30.00 | NSF/Returned Check  |

### **Leasing**

|          |                         |
|----------|-------------------------|
| \$25.00  | Application Fee         |
| \$100.00 | Sublet Fee              |
| \$250.00 | Unauthorized Sublet Fee |

### **Lock Outs**

|          |   |
|----------|---|
| Free     | Monday thru Friday - 9:00am to 5:00pm   |
| \$50.00  | Monday thru Friday - 5:00pm to 9:00pm   |
| \$50.00  | Saturday and Sunday 9:00am to 9:00pm    |
| \$100.00 | All days 9:00pm to 9:00am; All Holidays |

### **Pets**

|          |                               |
|----------|-------------------------------|
| \$300.00 | Pet Violation                 |
| \$125.00 | Additional Deposit            |
| \$50.00  | Pet Rent—monthly rent per pet |

### **Miscellaneous**

|          |  |
|----------|--|
| \$150.00 | Smoking Violation—minimum                    |
| \$100.00 | Noise Complaint                              |
| \$100.00 | Kegs/Beer Pong Violation                     |
| \$300.00 | Climbing on a Roof                           |
| \$100.00 | Tampering with or Disabling a Smoke Detector |
| \$100.00 | Grill Violation                              |

## **SMOKING:**

New Heart manages smoke-free properties for the benefit of both the Residents and property owners. Residents will be charged **One Hundred Fifty Dollars (\$150.00)** for each violation of this policy, in addition to all other available remedies, including eviction and financial liability for repair and replacement of any damages to the rental unit(s), common areas, or other property or physical injury. This charge will pay for the additional cleaning and deodorizing required to bring the Premises back to non-smoking status and make the Premises suitable for the next occupants. Multiple violations will result in multiple charges.

**Cigarette Butts:** A trash removal fee will be assessed for cigarette butts littering the exterior of the Residents' Premises.

## **PETS:**

Absolutely no pets will be permitted in the Premises, even temporarily, unless New Heart gives specific written approval. This includes all animals, birds, reptiles, guinea pigs, hamsters, rats, fish or other pets. Residents will be charged **Three Hundred Dollars (\$300.00)** for each violation of this policy, in addition to all other available remedies, including eviction and financial liability for repair and replacement of any damages to the rental unit(s), common areas, or other property or physical injury. An additional deposit will be charged, which can be applied for the additional cleaning and deodorizing required to bring the Premises back to non-pet status and make the Premises suitable for the next occupants, or to any damages caused by the Resident. If necessary, New Heart will employ the services of a professional exterminator, which fees will be assessed to Resident.

Upon written approval by New Heart of any pet, a Pet Addendum must be signed and added to the lease for each pet and any applicable deposits and pet rent must be paid. Proof of vaccinations must be submitted for each cat or dog.

**Removal of Unapproved Pets:** Upon discovery, the pet(s) must be removed from the Premises within three days and an inspection will be conducted to verify its absence.

## **PARTIES/NOISE:**

All parties or other social functions in or around the Premises must conform to the Lease, including the requirement that noise not disturb neighbors. If the police issue a citation or New Heart receives a noise complaint from an New Heart resident or non-resident, **New Heart shall assess a \$100.00 charge** in addition to any fines assessed by the Town of Spencer. Alternatively, if your neighbors are disturbing you, please call (812) 829-3932 (Spencer Police Department) to report the disturbance.

## **MAINTENANCE REQUESTS:**

Maintenance calls required to issues caused by Resident or Resident's guests are subject to a **\$50.00 per hour business-hours charge** or a **\$70.00 per hour after-hours charge**, in addition to the cost of materials provided by New Heart. The Resident will be charged a **minimum of \$140.00 (\$70.00 per hour, 2 hour minimum charge) for after-hours** maintenance calls due to the extra travel time and other expenses incurred by New Heart's maintenance employees to respond to these calls.

**Garbage Disposals:** Only soft, biodegradable food garbage may safely be put into the garbage disposals. Do not put bones, grease, celery stalks, onionskins, banana or potato peels, pits or other fibrous waste in the disposal. COLD water must be running when the disposal is turned on, and we suggest you leave it running for at least 15 seconds after the disposal has been turned off. **Resident will be charged for all clogs requiring maintenance assistance.**

**Toilets:** Please plunge the toilet before calling Maintenance. Do not flush feminine hygiene products into the system. If the toilet is running or overflowing, please shut off the water valve at the base of the toilet and call Maintenance immediately. Failure to report could lead to excessive damages and/or water charges billed to the Resident. **Resident will be charged for all clogs requiring maintenance assistance.**

### **TRASH AND CLEANING:**

Residents must keep the exterior and common areas free from trash and recycling. All trash must be placed within trash containers on 2nd floor landing or other areas designated by New Heart or Town of Spencer.

Residents must keep the interior of the Premises in a clean, sightly and sanitary condition and free from the accumulation of trash and recycling.

New Heart reserves the right to clean or remove trash/recycling from the exterior, common areas and/or interior of the Premises at the Residents' expense in accordance with the current maintenance rates listed above. If necessary, New Heart will employ the services of a professional cleaner, exterminator or other professional, which fees will be assessed to the Resident. Residents may also be subject to citations from the Town of Spencer for excessive trash buildup.

### **KEYS & LOCKS:**

New Heart retains a key to the Premises. Do not alter any lock or install a new lock or knocker on any door of the Premises without the written consent of New Heart. When consent is given, Resident must provide New Heart with a key pursuant to the New Heart's right of access to the Premises. Lost or unreturned keys shall be charged the following replacement fees:

- **Apartment key - Non-Mercury properties - \$25.00**
- **Apartment re-keying - All properties - \$75.00 (minimum)**

### **LOCK-OUTS:**

Please keep your keys with you to avoid a lock-out charge! A lock-out charge is assessed on the basis of the time of day you need re-entry. The following charges apply to lock-outs:

- **Monday through Friday - 9 a.m. to 5 p.m. - Free**
- **Monday through Friday - 4 p.m. to 9 p.m. - \$50.00**
- **Saturday and Sunday - 9 a.m. to 9 p.m. - \$50.00**
- **All days - 9 p.m. to 9 a.m. - \$100.00**
- **Holidays - - \$100.00**

### **SMOKE ALARMS:**

Residents must ensure smoke alarms are functional and not disabled. Residents are required to maintain and test all smoke alarms at least one (1) time every six (6) months and to replace batteries when needed. Residents shall immediately report any broken or malfunctioning smoke alarms to New Heart. Residents shall not remove, disable or tamper with smoke alarms, including removing the batteries, in the Premises and/or common areas. **One Hundred Dollars (\$100.00)** will be charged to Residents for any instance of disabling, damaging, disassembling or removing a smoke alarm or its batteries at the Premises. If more than one violation is observed, New Heart will seek eviction. No charge will be assessed for malfunctioning equipment that is timely reported to New Heart.

### **EXTERIOR AND COMMON AREAS:**

Please keep the common areas neat. Do not prop entry doors open. Common areas must be free of obstructions such as bicycles, motorcycles, mopeds, garbage/trash, recycling, and personal property. Residents are liable for all damages to the Premises and building, including damages caused by the moving or carrying of articles.

No furniture may be used outside the Premises.

### **MOVING AND STORAGE OF PERSONAL PROPERTY:**

Leaving or storing personal property in the exterior or common areas of the Premises is prohibited. New Heart reserves the right to remove any such property, which will be deemed to have been abandoned, without notice. Resident will pay all moving and storage fees associated with the removal of such property. Any Resident who does leave or store property in common areas that causes injury will be

## **MOVING AND STORAGE OF PERSONAL PROPERTY (cont.):**

liable for such injuries.

## **OCCUPANCY & MAXIMUM NUMBER OF GUESTS:**

No individuals other than those named as Residents in the Lease shall be permitted to occupy/reside/live in the Premises. The maximum number of guests in the rental unit shall never exceed three times the number of Residents. Any violation of this policy is a breach of this Lease and will result in a charge of **One Hundred Dollars (\$100.00)** per occurrence, in addition all other available remedies, including eviction.

## **PAINT/CARPET CLEANING:**

Wall or paint damage will be repaired and billed to Resident. Do not paint or repair any walls. New Heart reserves the right to select painters and repair companies. Resident will be charged for professionally cleaning the carpet upon move-out.

## **PHONES/CABLE:**

Phone lines and jacks are "as is" in the leased Premises. Resident must obtain approval from New Heart before the Resident orders any Internet, television, phone or other services requiring outlets, lines or jacks to be installed within the leased Premises. Any cost or expense associated with the installation of the lines or jacks shall be that of the Resident.

## **SIGNAGE/ANTENNAE/DISHES:**

Please do not post, affix, paint, inscribe or display any banner, sign, advertisement, political signage, notice or other lettering on or inside the Premises without the prior written consent of New Heart. Residents may not erect radio or television aerials, wires or dishes. Do not hang anything out windows or place anything on exterior windowsills.

## **KEGS/BEER PONG:**

No kegs or beer pong tables are allowed inside apartments at any time. Residents will be charged a minimum **One Hundred Dollar (\$100.00)** charge for each violation of this policy, in addition to all other available remedies, including eviction financial liability for repair and replacement of any damages to the rental units, common areas, or other property or physical injury. Damaged floors or carpet resulting from violation of this rule will be repaired or replaced at Residents expense, without depreciation. Damage caused by beer pong or kegs is not ordinary wear and tear.

## **ROOFTOPS:**

No one is permitted on the roof of the Premises at any time – there is a **\$300.00 charge** for this violation.

## **TELEVISION WALL MOUNTS:**

Resident must obtain New Heart's permission prior to mounting any television to a wall. To insure proper installation, New Heart highly recommends that all televisions are professionally mounted, especially large televisions (42" and higher). New Heart reserves the right to inspect any wall-mounted television for proper installation and require the television to be remounted if necessary. Televisions must be mounted to framed walls only, i.e., no mounting is permitted on walls made of brick, block, etc. Cables and electrical lines must run on the outside of the wall. Resident is responsible for all damages resulting from the installation or removal of a wall mount.

## **GRILLS:**

Resident shall not store nor use any gas or charcoal grill, nor any other open flame cooking or heating device, on any balcony, porch, or common area. Resident shall defend, indemnify and save harmless New Heart and its Officers from and against any claim, liability or judgment, including attorney fees and defense costs, for any loss arising out of the storage or use of any such device on any balcony, porch or common area on the Premises, and from any fine or penalty imposed by any civil agency or court because of the storage or use of such a device. Violation of this clause is a breach of the Lease and

**GRILLS (cont.):**

will result in a charge of **One Hundred Dollars (\$100.00)** per occurrence, in addition to the other remedies available under the Lease.

**SECURITY CAMERAS:**

Resident agrees not to intentionally remove, disable, obstruct, damage, alter the view of, or tamper with security cameras on the building's property. Violation of this clause is a breach of the Lease and will result in a charge of **Three Hundred Dollars (\$300.00)** per occurrence, in addition to repair or replacement costs and other remedies available under the Lease.

**RESEARCH:**

In the event New Heart deems it necessary to review video surveillance tapes due to actions of the Resident or Resident's guests, Resident will be charged **Fifty Dollars (\$50.00) per hour** for all time required to access, review, and research the content of the video surveillance tapes.

Upon request, New Heart will provide a resident ledger itemizing all rent payment history at no cost to Residents; however, there is a **minimum \$30.00 per hour surcharge** for ledger research and analysis, billed in one hour increments.

**SUBLEASING:**

If Resident wishes to sublet his/her apartment and New Heart gives written consent, then Resident must pay a sublet fee of **One Hundred Dollars (\$100.00)** in addition to the other terms and conditions under the Lease Agreement. The Resident will be charged the sublet fee each time a sublet agreement is executed. Multiple sublets will result in multiple fees. Resident will be charged a fee of **Two Hundred Fifty Dollars (\$250.00)** for each sublet discovered in violation of this provision. New Heart's assessment of violation fee does not waive any provision of the Lease Agreement, including the requirement that Subtenant must qualify through New Heart's normal application screening process, including credit, criminal and background checks and sign the New Heart approved sublet forms. If Subtenant does not pass New Heart's application process, New Heart reserves the right to exercise all available remedies, including eviction.

By signing below, I acknowledge that I have read New Heart Church of Spencer, Indiana, Inc.'s Rules and Regulations and agree to abide by the same. I further acknowledge that New Heart is permitted to update its Rules and Regulations from time to time and I will be sent a copy of the updated Rules and Regulations within 72 hours of said change.

**AGREED AND ACCEPTED:****Residents:**

|                    |                       |               |
|--------------------|-----------------------|---------------|
| _____<br>Signature | _____<br>Printed Name | _____<br>Date |
| _____<br>Signature | _____<br>Printed Name | _____<br>Date |
| _____<br>Signature | _____<br>Printed Name | _____<br>Date |
| _____<br>Signature | _____<br>Printed Name | _____<br>Date |

