



APARTMENT LIVING: SELECTION & GUIDE

*(including a special section for senior
living communities)*

December 2, 2016

Note: This report may be updated from time-to-time.

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See full Disclaimer at the end of this report.

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¹ <http://www.magnusomnicorps.com/home.html>

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1. INTRODUCTION:

DISCLAIMER: *I am not an attorney. If you need legal advice, I strongly urge you to seek it from a competent, licensed professional who specializes in the area of law in which you need assistance. See full legal notice and disclaimer on page 28.*

I've lived in so many apartments in 5 different states and 2 foreign countries over the past 30-plus years that I've lost count. I was prompted to write this guide by several friends who knew I was a real estate agent and kept asking me what to look for when they were searching out and selecting properties, so here it is – I hope you find it helpful.

When considering an apartment, condo or house to rent or if you are a property owner and or manager, if you think of your relationship as a partnership, things will work out much better for all parties involved. The owner/manager wants to maintain the property as well as possible for all the obvious reasons and while also being fiscally responsible, because sometimes their monthly bonuses depend upon it, and the renter wants a nice place to live – clean, neat, functional, quiet and safe. Now, with that in mind, let's begin.

2. DEALING WITH MANAGEMENT:

As a tenant, you have certain **rights AND obligations** under the law and so does the landlord/property owner. Most states have a “landlord-tenant act” or similar law that spells out these rights, responsibilities, rules and regulations. A good place to start looking for this information is your respective state's real estate commission or appropriate regulatory agency. You should read the laws and clearly understand **your rights** as well as **your obligations**. In Oklahoma, the respective statutes are codified in [Title 41](#)².

I've seen some outstanding, experienced managers who really care for their property, walk it regularly to inspect it, enforce the rules and regulations, maintain it well and keep a very regular office schedule. However, I've seen others whom you can barely catch in the office, rarely come out of it other than to show a model, have little or no experience, and pretty much couldn't care less about the property or the residents...and they don't last very long either, so ask the manager how long they've been at the property and how long they were at their last property. Also, I don't believe most states require a real estate license to manage a property and as such, many managers have probably never actually read the laws governing them, so you'll be several steps ahead if you do.

In Oklahoma the laws are, for the most part, understandably written in favor of the landlord. Contrary to popular belief, unless the landlord is a licensed real estate agent, any issues you have with him or her or the company/owners will probably have to be

² <http://www.oscn.net/applications/oscn/Index.asp?ftdb=STOKST41&level=1>

resolved in small claims or civil court and not through the real estate commission unless the manager is also a real estate licensee, but even then, there are limitations to your recourse. This varies from state to state and is subject to change. Again, seek the assistance of an attorney, the respective regulatory authority in your area, or the consumer affairs department of the attorney general's office, if necessary.

You should also understand that most property managers are usually underpaid for the responsibilities they shoulder and the general amount of "stuff" they have to tolerate from incessantly complaining residents. To make matters worse, unless they are also the property owner, they usually have very little latitude when it comes to budgetary issues. In other words, large and or expensive repairs and or lease concessions will require approval from the property's owner or regional supervisor. It's not too difficult to quickly discern the owner's philosophy regarding property management; just look to see if the grounds are well-maintained and the buildings are painted nicely and kept repaired – that will tell you a lot. Also keep in mind that the management and maintenance staff at these properties receive salaries and or hourly wages **AND** sometimes **significant bonuses** if they come in under budget monthly. Personally I do not agree with the latter part of that particular business model as it creates somewhat of a conflict of interest and therefore has the potential to affect the staff's priorities and adversely impact services to the residents. Just something to keep in mind if that repair you've been needing seems to get put off month after month.

When it comes to living in apartment complexes, or **any** dwelling for that matter, understand that you **are** going to have problems whether they are material/mechanical defects, equipment failures (appliances, HVAC, etc.) or property issues (noisy neighbors, trash, parking, etc.). Properly scouting a property first will help minimize these problems and then establishing a good rapport with the management will go a long way in how rapidly, efficiently and effectively these problems get resolved. For example, once in a while, buy the office staff donuts or cookies or bake them yourself, if you are able. Always take time to say "hi" and be pleasant to the maintenance personnel when you see them out on the property and if they come into your place to do repair work while you are there, offer them something to drink and or eat and help them out, if you can. It should go without saying that you aren't going to get very far if you are always running into the office complaining about every little thing, being rude and unreasonable and waiving the laws in their face and otherwise engaging in unprofessional or just plain un-neighborly conduct. Trust me when I say that in most cases the adage, "*You will attract more bees with honey than with vinegar.*" definitely applies here.

When it comes to repairs, be sure to submit work orders in writing, either in the office or through the company's website, if available. The latter is the preferred method as many properties now have systems set up to track work orders and not only does it allow upper management to see what is going on and what has and has not been addressed, but also helps the owners track their expenses more accurately. From the renter's aspect, it serves as a record of the request and that is very important if you have problems and wind up in court. Never flag down the maintenance person or office staff member out on the property and give them a verbal request – they are extremely busy and more than likely will forget to write it down once they get back to the office. Another note on website work order submissions: Be sure you keep a hard copy/printout of the work order and

note the date you submitted it. Keep logging in and checking your account to see if it still shows as open and if it does not and the work has not been completed, re-submit the work order on the website and reference the original work number and the date it was originally submitted. Unfortunately, some on-site managers have been known to clear/close work orders when the work hasn't been completed in order to keep the main office/corporate headquarters off their backs. If you have to re-submit the same work order, so note on the form. **For example:** This is my second request to fix a leaking toilet in master bath. Original/first request was made on (date), but not repaired adequately.

Remember, you always have the civil authorities to fall back on if you can't get satisfaction from the owners/management. Basically I'm referring to issues such as pest control (Dept. of Health), water/environmental issues (Dept. of Environmental Quality), noise/crime (law enforcement), etc. Again, unless it's a serious emergency, always try to get the issue resolved by going through the office first. If you have to write a letter, do so, and be firm, but respectful. Spell out the problem clearly, provide times and dates that certain actions occurred or didn't occur and make specific requests and ask for a response in writing. If you are not a good writer, ask for assistance from someone who is.

3. FIRST THINGS FIRST & GENERAL CONSIDERATIONS:

Here is a list of criteria the potential apartment complex must meet before you look into it any further:

General:

First, a few of important, general considerations that may initially affect your specific living situation/arrangements and influence your location decisions: Do you need a property that is: Section 8 or other government subsidized rent for low-income tenants? For seniors only? For low-income seniors? Near your job, public transportation, shopping center, school, airport, factory, railhead any other type of commercial operation(s)?

For Smokers:

Are smokers allowed and if so, do you have to pay an additional deposit and is it fully or partially refundable? More and more apartments are levying hefty, non-refundable deposit requirements on smokers. If they don't have a policy on this, I would make a note on the lease – something to the effect that, “Lessor (property manager) has been notified that the Lessee (renter) is a smoker.” If and when you move out and they try to deny the return of your deposit based on “damage” caused by your smoking, you can remind them that nothing was mentioned about this in the lease and you informed them, in writing, that you were a smoker.

Also, if the apartments are not constructed well, be prepared to receive complaints from adjacent apartments about the smell of cigarette smoke coming through their walls or floor common with yours. I have seen this issue in most apartment complexes where I've lived. Ask the manager or leasing agent if this could potentially cause a problem.

For Non-Smokers:

Some properties have buildings that are designated smoking and non-smoking. If this is the case, be sure your lease clearly specifies which your apartment is. If you get into an apartment and have problems with smoke coming from adjacent units, you don't have a lot of recourse as smoking in one's personal residence is still a legal activity in most jurisdictions, but I have a suspicion that the laws about that will eventually change.

Bed Bugs:

These are becoming a huge problem these days. Hardly a week goes by where there isn't a story in the news about an infestation. Be sure the property you are considering has a bed bug addendum/disclaimer that all residents must sign before moving in. Inspect your potential new residence for their presence – go online and search for “how do I look for bed bugs,” or “how do I find bed bugs?” for tips about how to do this.

Handicapped [Americans with Disabilities Act (ADA)]:

If you have special needs for a dwelling, you will probably know what to look for in this case. Federal law (ADA) applies here and state and local laws and policies can vary, so be sure that the complex is willing to accommodate (and most are) any reasonable modifications you may need, including allowing service animals. Also, it is important to understand the law and the property's policy regarding who pays for these modifications – their installation **and** removal once you vacate the property. If you have questions, contact an attorney.

Pets:

Some places take them, some don't. Some have animal, breed and size restrictions. Laws can vary from state-to-state and city-to-city so, if you have an “exotic” pet or breed of dog or cat that may be considered “dangerous,” and if you will be moving to a different city or state, be sure to check the local laws. Also be sure you understand the complex's pet policy, especially with regards to deposits – how much and refundable, partially refundable or non-refundable? Some properties are now also charging an additional monthly per-pet fee on top of the deposit. Also, if for some reason during your lease you no longer have a pet, will they refund your deposit at that time or hold it until you move out? Or if your number of pets diminishes during the course of the lease, will they reimburse you accordingly and when?

4. SIZING UP A PROPERTY:

Apartment complex pictures in those apartment-advertising booklets you get at the grocery store may be nothing like what you find when you actually visit the property. Many of the pictures I've seen in those guides were taken when the properties were brand new and have never been updated, so be cautious. Once you think you've located a property where you'd like to live, do a drive-through/walk-around cursory inspection **before** going into the leasing office.

Is the location convenient for your specific and unique needs and wants, such as:

- to your job, the grocery store, P.O., bank, shopping centers, drugstore, and Laundromat, medical, governmental services and other healthcare providers?

Does it have access to public transportation?

Is the property easy to get in and out of onto a main street?

Are the grounds neat, clean, and well-manicured?

Are the living areas and common areas (stairways, hallways, laundry room, grounds) generally clean, well kept, and free from odors?

Is the trim on the buildings painted or chipped, rotted, frayed, etc.? This is a good way to tell if the property owners/managers pay attention to detail when it comes to the maintenance of the property.

Are these areas well-lit? (Drive through at night to check the lighting.)

Is there trash stacked up outside residents' apartment doors?

Are the areas around the trash dumpsters clean and garbage free?

Is the property next to empty land where new construction could affect your quality of life?

Is the property next to or close to a factory, plant, or industrial complex or railroad/railhead where chemicals are manufactured, used, processed, transshipped, etc.?

Find a resident or residents and ask them:

What is the general make-up of the tenancy – college students, professionals, families with children, elderly couples, etc.? Are there many pets or children? (Property staff probably won't tell you this; it may risk violating Fair Housing and other laws.)

Does the manager or member of management live on the property?

Is the management responsive to their needs?

Are the landlord, building management company and maintenance personnel easy to reach during non-business hours and how "available" are they really?

Does maintenance respond quickly?

Do they keep the grounds clean?

Is the property generally quiet and crime free? Are there any sexual offenders living there? ([See the Helpful Info & Links page of my website](#)³ for links to crime tracker websites or most local TV stations have such resources on their websites.)

Drive through the property on a Friday and or Saturday night to see how much activity and noise there is.

Is the apartment too hot in the summer or too cold in the winter, about how much do their utility bills run? Or just ask if they are “reasonable.” You can usually also call the local utility company with the apartment, condo or home’s address and ask them for an average bill for the past 12 months. Don’t forget to check all 3 (gas, water, trash, electric) where applicable.

Have they had any problem with insects or other pests? Bed bugs are becoming a huge problem in most states and in Oklahoma, many complexes make you sign a disclaimer form – to the effect that you’ve never had them.

Do they feel safe in the neighborhood? Have there been any muggings or assaults? Have there been any attempted break-ins? Most local TV stations have “crime tracker” info on their websites and [my website](#)⁴ has a variety of sources where you can go to check this.

Are there water heaters in every unit or on a central boiler/chiller system? How often does it go down and for how long?

NOTE: Some apartment complexes use a central boiler/chiller system to cool and heat the apartments. If this is the case, you will want to know:

How is the water pressure? Be sure to check both hot and cold.

Is there an adequate supply of hot water and is the water hot enough or too hot? Can you adjust it (the temperature)?

How is the water bill figured? Does it seem fair? See “**WHAT IS INCLUDED IN THE LEASE?**” section below for more info on this.

5. APARTMENT OFFICE VISIT:

For safety and security reasons, they **may** ask to keep your driver’s license in the office or make a copy of it while you go look at apartments. I would suggest you make some copies and then very discreetly black out one or two numbers of the driver’s license number and the year of your birth and, if present, your apartment number on your address – all this for identity theft reasons. Chances are they won’t even look at the paper, but if they question the blacked out information, tell them it is because you were an identity

³ <http://www.magnusomnicorps.com/helpful-info---links.html>

⁴ <http://www.magnusomnicorps.com/helpful-info---links.html>

theft victim a couple of years ago. If they insist that you leave your actual license, don't forget to get it back on your way out.

Ask to see an actual unit and not a model, if available, and even more specifically, the unit you will be renting. Some complexes will decline to show you your unit until the make-ready people have finished preparing it, in other words, painting, cleaning, etc. There may be a company policy against it, but usually there is no law against it. They are just afraid that if you see it before it has been cleaned up, you will decline to rent there if the unit is in very bad condition. You can **try** to talk them into showing it to you regardless and they may or may not give in.

How long has the manager been there? Do they have a real estate license or are they appropriately licensed, where applicable?

Does the manager or member of management live on the property and is a management presence required by the property owner(s)? How accessible are they – on call 24 hours a day?

How long has the maintenance staff been there? On call 24 hours a day?

Sexual predators – In most jurisdictions, sexual offenders are required to register with the respective County Sheriff's department and a list of them are on the sheriff's website. Even though it is standard procedure for most apartment complexes to perform credit history and criminal background checks on potential renters, the manager will probably **not** be able to tell you if there are any living on the property and he/she **should** refer you to the County Sheriff's Dept. Again, laws vary, so do your homework. Or you can look them up yourself at a number of websites such as: <http://www.familywatchdog.us>.

Ask for a copy of the lease and property rules and regulations so you can take it home for review. They shouldn't have a problem giving this to you. Read these carefully and be honest with yourself – will you be able to live within the constraints of these documents?

Ask the leasing agent or landlord for some general facts about the neighbors. Are they college roommates, young families with school-age children or elderly couples? Are there many pets or children? Again, they may not tell you since it is a fine line when it comes to violations of Fair Housing Laws to answer such questions.

6. THE LEASE

What is included in it?

Electric?

Gas?

Water?

Trash?

Cable?

Phone?

Internet?

Continental Breakfast?

Other concierge services?*

Snow ice removal – not very practical to expect today.

Exterminator – how often come? Advance notice? Come for special needs?

Appliances?

Stove/Oven

Refrigerator/Freezer

Microwave

Washer/Dryer

Alarm system (more below)

Who is responsible for maintaining any yard space?

How often does the waste company pick up the trash?

Parking. Will you have a garage (w/electric opener that they provide) or carport or assigned space? Does it cost extra and if so how much and will you have to get on a waiting list for a garage or covered parking spot? Will you have to park near a tree or trees which could drip sap or drop other byproducts onto your car or attract birds? Is there adequate space for your visitors to park? For moving purposes, will a large straight truck or semi be able to get in and out of the property? Are such vehicles even allowed on the property?

Water Bill: This was not so in the past, but more and more these days, apartment complexes are charging residents for water. They get the bill at the end of the month for your building, divide it by the number of units in your building, and send each tenant a bill. In my opinion, this is an unfair system because a family of 2 or more is obviously going to use more water than an individual. If they divide it per person and then charge each unit based on the number of people in the unit times the average cost per person, then that would be better, and some places may do this now. The loophole – some apartment leases don't say anything about you getting a pro-rated, separate water bill each month. In that case, you can make the argument that it isn't in the lease and therefore you don't have to pay. But, don't expect them to renew your lease when the current one is up or give you very good service in the interim.

Also, most cities and states have laws about how water billing is handled for rental properties – you can usually find it in the respective city's codes (hopefully your city has them online), but don't call the utility company with high hopes that anyone down there to be able to tell you where to find that information or tell you what is and is not legal when it comes to this issue.

Well, the bottom line here is make sure there is something in writing that specifically spells out how your water bill is calculated and how and when you will be billed. Any legitimate and honest property management company should have no problem providing this for you.

Critical: Be sure you read the lease. Did you hear me? I said, **be sure you read the lease in its entirety.** In case it isn't completely obvious, **you are signing a legal document that binds you to certain obligations, financially and behaviorally.** I remember when leases used to be 2 pages, but now they are full of legalese and the last one I signed in 2016 was from the National Apartment Association (NAA) and was 20 legal-sized pages long and written in print so small a mouse would need a magnifying glass to read it and it would make your eyes glaze over. However, everything you need to know should be in this lease – from when your rent is due to how your trash is handled – nothing should be left open to question, but if you have any questions, **ask!** By the way, obviously you should **always** have a written lease – it protects you as well as the owner/landlord. As we say in the real estate industry, ***“Get it in writing! If it isn't written down, it doesn't exist.”***

Finally, the lease should be fair. For example, it shouldn't say things such as, “There will be a charge of \$10 for every nail hole in the wall” (where you hung your pictures). I have heard about this sort of thing from a property-manager friend of mine, but haven't actually seen it. It should go without saying that since this place is going to be your “home,” any **reasonable person** would expect pictures to be hung. I'm sure you understand what I'm saying here.

Also, in most cases these days, rental properties will require you to provide proof of renter's insurance before you move in and, in some cases, it is not uncommon for them to require that they be added to the policy. It should go without saying that you **absolutely do** need (adequate coverage) renter's insurance. And be sure to read very thoroughly and understand the exclusions and limitations sections of the insurance policy. And remember, most policies do not cover damage from flooding (from natural causes) or earthquakes, so if you live in high- risk areas, be sure to ask about coverage for those events.

A note on renting a condominium: Make sure you clearly understand, and it is spelled out in the lease, who pays the home owners association (HOA) dues, how much and when. Check with the HOA office to see if the condo's owner consistently pays the dues in a timely fashion. Here's the reason: In some gated communities, the HOA may suspend your gate access code if the HOA dues are in arrears (unpaid). Also, be sure the lease defines who is responsible for any assessments that may be levied on condominium units. Again, consult an attorney if you have any questions. And be sure to get a copy of the HOA's rules from the office – review them, then walk the property to see if they are enforced...and if you will be able to adhere to them, as well.

* **Concierge services** – I've lived in places that lured in renters with promises of on-site dry-cleaning pick-up and delivery, free weekend brunches, pet-walking, daily door-to-door trash pick-up, etc. These all sound great to a prospective renter, but it has been my experience that they never continue more than a few months and even if they do, services are unreliable, so don't make your decision based on this aspect of the property – remember, **you're renting an apartment**, not living at the country club! If those services are that important to you, get them to guarantee them in the contract or refund a specific portion of your rent or adjust it downward. I can pretty much assure you that they won't be willing to commit to those stipulations in a contract...and that should

obviously be very telling to you about how committed they truly are to providing such services.

7. SECURITY SYSTEMS:

If present, who pays for monitoring and repairs and make sure those are spelled out in the lease contract. Be sure to test it before you move in, in the event you are responsible for its maintenance and repair.

NOTE 1: Be sure you fill out a form to update the alarm monitoring company and the police department – don't assume the complex will do this although they should at least have the forms available for you. If not, most forms are available at local police stations or their websites and you may have to call the monitoring company to get one from them as well. And, you may have to pay a fee for the city permit.

NOTE 2: If you want a security system, but the landlord won't provide it, there are many options for you such as the affordable, easy-to-install, wireless, monitored (if desired) and moveable system by [SimpliSafe](#)⁵.

8. SECTION DELETED

9. SPECIFIC APARTMENT SELECTION:

Below is a list of things to look for when inspecting an apartment. I've tried to cover just about everything.

Take note of anything obviously broken. If the manager/leasing agent said the specific unit you are touring is move-in ready and you find something wrong, ask why it hasn't already been fixed.

Write down everything that needs to be fixed and get the manager/leasing agent to sign a **lease addendum** requiring them to fix the items you specify before you move in or release you from your lease. I spoke to my landlord and she said she would have no problem signing the form.

If the apartment needs painting, ask the landlord when he/she is going to do it. You really don't want to move in the day after the carpets have been cleaned (wet) or the place painted (fumes).

Again, below is a list of things to look for as you inspect your potential new home. Go through the list and make notes of anything that needs to be repaired, modified, upgraded, replaced, etc., and give the list to the apartment staff member and ask them if they will be able to make the necessary corrections by the time you want to move in. Get them to

⁵ <http://simplisafe.com/usa>

sign and date the form and make a note that if repairs are not completed to your satisfaction by a certain date, your security deposit will be refunded immediately. If you have some time to play with, call or stop by the office every few days to see how things are progressing – don't expect them to call you with updates.

Avoid units by the pool or any other "common areas" frequently accessed by the residents such as a main entrance door, fitness center, washer/dryer area, trash dumpster, etc. – too much noise, traffic, trash and with a dumpster there could also be issues with insects, varmints, rodents, etc., especially if the complex doesn't have disposals in each unit and people are tossing an unusually high quantity of fresh food into the dumpsters. More complexes are choosing to not install or remove current disposals because of the increased costs to their maintenance budgets, but many don't take into account the unintended consequences (and costs) caused by the increased amount of food in the dumpsters as a result of the absence of the disposals.

Consider the positioning/orientation of the apartment and how it may affect your utilities. For example, does the apartment have several windows that face west? That could mean high A/C bills in the summer. Also, is the apartment situated between two other units, either on the sides and or above and below? Being "in the middle" can sometimes cut your utility costs compared to end/corner units.

Avoid apartments near sewers (look for manhole covers) – can frequently be stinky.

The apartment and everything inside should be thoroughly cleaned, including a fresh coat of paint and new, or at least professionally cleaned, carpet. Be sure to check inside cabinetry and appliances for cleanliness.

If you don't like something, ask for them to fix or replace it, and be sure you annotate it on the addendum so you can hold them to their words. If they ask you where you got the form, tell them you have friends in the real estate business.

Are there sufficient 3-prong electrical outlets?

Are there sufficient cable outlets?

Are there sufficient telephone outlets?

Are all the different outlets located in convenient places?

Is there adequate (functioning) exterior lighting on the grounds and in the breezeways?

Does the apartment receive adequate sunlight or are your views obstructed by other buildings?

Date available. Does the specific apartment's availability coincide with your moving schedule?

Flooding?

On the outside of the apartment you are considering, look at the landscaping – does it appear that during hard rains, water may flow towards or into your unit/building? Ask the management if the apartment has ever flooded – many states have laws that require that disclosure – Oklahoma does - see [Title 41, Section 113a](#)⁶. If it has flooded before and they didn't take the proper steps to clean up the damage, there could also be issues with unseen mold and if you are particularly sensitive to mold, that could cause you a lot of problems in the long run. Also, once you select a specific apartment (but not signed the lease yet), see if you can find a resident from a nearby unit who has been there a long time and ask them if they are aware of any flooding problems. **Note:** Remember, most renter's policies do not cover (natural disaster-caused) flooding damage or earthquake damage either, for that matter, so consult your agent about coverage for those.

Furniture (very important):

Take a tape measure. Will you be able to get your furniture into the unit? Are the doors wide enough? Are there any sharp corners in the hallways to the bedrooms that might prevent movers from getting your furniture into the rooms?

9a. ENVIRONMENTAL SYSTEMS:

What kind of heating and cooling does the apartment have? Gas? Electric? Heat pump?

Individual water heater and A/C unit for each apartment or a central boiler/chiller unit?

Does the A/C blow cold air strong in all rooms? Should be between 55-60 degrees.

Heater work? Gas, electric or heat pump? If heat pump, what kind of back-up system does it have if it gets so cold outside that the heat pump cannot produce enough heat?

Is the fan quiet?

Thermostat(s) work?

Filter(s) clean?

Is the fuse/breaker box easy to access?

Are all circuits clearly labeled?

How old is the water heater? Look at it – are the water supply connection joints corroded? (There will be a white or brown build-up around the joints if it is corroded.) Is the water heater set in a pan that has an external drain to the outside in case the water heater bursts? **Warning Note:** Nothing, and I mean **ABSOLUTELY NOTHING** should be stored inside the water heater closet. I almost lost my apartment one day when the residents above me stored their cloth-side luggage in the (gas) water heater closet and it caught the luggage on fire.

⁶ <http://www.oscn.net/applications/oscn/DeliverDocument.asp?CiteID=71762>

Is there an adequate supply of hot water for the number of people that will be living in your apartment and is the water hot enough or too hot? Can you adjust it?

Ask the landlord how many other units you'll be sharing your water heater with if such is the case.

9b. INTERIOR, GENERAL:

Floor Coverings:

Is the carpet brand new?

If not, will they steam clean (not just vacuum) it before you move in? They should at least agree to that.

NOTE: Carpet is expensive these days. If they won't replace the carpet in the unit you want and you intend to live there for a long time, offer to pay a portion or all to have it replaced with what you want. That way, you may be able to pick out the pad, carpet color and the quality you want. I have checked with property managers recently (June, 2013) and **their cost** is approximately \$1.13 per square foot and that includes carpet, padding, installation, tax and removal of old carpeting and padding. That is the price for a 6-year warranted carpet.

Linoleum or laminated flooring – is it clean and well secured/glued to the floor? Will they repair or replace it? Tile – any loose or cracked ones?

Walls:

Any dents, cracks, holes, leaks, stains, signs of rotting?

Is the wallpaper in good condition?

Paint on the wall in good condition?

Windows:

Are windows in good condition and safe?

Are they well-insulated around the frames and close tightly to eliminate drafts?

Do they open & close easily?

Do they lock?

If multi-pane glass, any cracks, fogging? (This indicates a failed seal and the window should be replaced.)

Holes in the screens?

Blinds clean, undamaged and work smoothly?

Doors:

Did they change entry door lock after previous tenant left?

Exterior door have a deadbolt?

Is there a peephole? Is it low enough for you to see out of?

Locks on all interior doors working?

Doors latch and seal well – no gaps around edges that will let air in?

Do sliding glass doors have a secondary locking system?

Safety:

Are there smoke detectors and or carbon monoxide detectors?

Are they working?

When were the batteries last replaced or are they hard-wired?

All lights working? Electrical outlets functioning? Air conditioner working well?

9c. FIXTURES:

Ceiling Fans:

Are ceiling fans securely mounted?

Check all speed settings- do they squeak, make other droning noises or wobble?

Do the attached lights, if any, work?

Can you reach the light and or speed cords without a stool?

Ceiling Lighting:

All ceiling lights working?

Adequate wattage bulbs – bright enough?

9d. APPLIANCES:

Washer/Dryer:

Included in rent?

Clean and odor free?

Check the lint trap.

Functioning water shut-off valves?

NOTE on Washers and Water Hook-Up Connections:

(Stackable washer/dryers aren't the greatest, but better than nothing. Sometimes you can rent a washer & dryer from the complex – make sure they use new water hoses and preferably ones that are stainless steel braided – offer to pay for them or go buy them yourself and have them put them on. I pay an extra \$15 per month for my full-sized washer/dryer/refrigerator rental package).

If no washer/dryer in the apartment, are there washers and dryers in your building?

Are they free?

How much to wash?

How much to dry?

Do they work on coins, tokens, card, or some other system?

What hours are they open?

How often are they cleaned?

Go to the laundry room and look inside the washers and dryers.

NOTE: Sometimes, actually often times, “public” washing facilities at apartments aren't very clean. So, is there a decent laundromat nearby?

9e. KITCHEN:

General:

Plenty of reachable cabinet space?

Room for a dining table and chairs?

Check underneath the sink for signs of leaks, sagging bottom shelf indicates wood rotting, mold, bugs, rodent droppings, etc.

Cabinets:

Drawers open and close completely and operate smoothly?

Cabinet doors and hardware secure?

Dishwasher:

Clean and odor free?

NOTE: If none, you'll definitely want to make sure that the kitchen has a double sink (it makes washing dishes much easier).

Garbage Disposall:

Is there one?

Work? Should be smooth-sounding – no rattles when running.

Does it smell?

Run cold water, turn it on - any leakage?

Look in cabinet underneath sink – any signs of leakage?

Plumbing/Sinks/Faucets:

Faucets leaking/dripping?

Faucets operate smoothly?

Water pressure good?

Adequately hot?

Sink or sinks drain quickly?

Are there any exterior-facing walls with plumbing inside, especially north-facing walls where the water will have to be left dripping and or cabinets open during freezing temperatures? This is an important consideration if you have to child-proof your residence.

Refrigerator:

How old is it?

Is the freezer frost-free?

Clean and odor free?

Doors seal well?

Making any strange noises?

Adequately cold?

Interior lights work?

Microwave:

Interior clean and odor free?

Any melted interior parts or black or brown burn marks?

Does it work?

Door shuts securely?

If a built-in unit over the stove, does the exhaust vent fan and light work? Filter clean?

Stove/Oven:

How old is it?

Interior and exterior clean and odor free?

All burners work?

Drip pans clean?

Oven heats?

Self-cleaning feature?

9f. BATHROOMS:

Adequate towel racks?

Adequate space on vanity countertop?

Adequate storage for bath/toiletry/personal care items?

Shower/Tub:

Faucets leaking/dripping?

Faucets operate smoothly?

Functional and adequately hot and cold water?

Water pressure adequate?

Clean and odor/mold free?

Caulking all good?

Can you get in and out of bath/shower easily?

Grab bars present?

Shower head clean – spray pattern uniform?

Stopper works – tub holds water?

Drains quickly?

Toilet:

Clean and odor free?

Mounted securely to its base and caulked well?

Seat secure?

Flushes smoothly and quickly with enough water?

Functioning water shut-off valve?

Check inside tank to see if components look old or new.

Sink/Vanity:

Faucets leaking/dripping?

Faucets operate smoothly?

Water pressure adequate?

Hot and cold work?

Drains quickly?

Stopper works – basin holds water?

Check in the cabinet underneath the sink for signs of leaks, wood rotting, mold, bugs, rodent droppings, etc.

10. SIGNING THE LEASE:

Right before you sign the lease, do a final inspection walk-through with a staff member to ensure that all the repairs, upgrades, modifications, etc., you requested, have been completed. If they have not, and you have that signed form I mentioned above, you can either give them more time, if you have time to give, or ask for your deposit back and move on.

Again, sign the lease **only** after you have **read** and **thoroughly** understand it. Take it to a lawyer and have him or her review and explain it to you, if necessary.

Length of lease. Is it a month-to-month, 6-month, yearly lease or other? Decide what you're comfortable signing. If you're unsure about the neighborhood or your situation is temporary, signing a shorter lease can prevent significant lease-breaking fees later on. If you think you'll stay put for a while, a yearly lease benefits you by stabilizing your rent for a longer period. Keep in mind that they may charge a higher monthly rate for a

shorter lease - this is a customary practice, but if their census is low (high number of vacant apartments), they may be willing to negotiate on price and or other terms.

Once you've settled on a unit and signed a lease, the leasing agent or landlord will probably give you a move-in checklist. Remember to keep a copy and **clearly and completely** annotate any and all problems and or damage that wasn't repaired by the make-ready crew. In the event they never get around to fixing it, you will be covered when you move out. This list will be used when you terminate your lease to evaluate the condition of the apartment and determine how much of the damage and or wear and tear you are responsible for and therefore how much of your deposit you will receive back, which, by law in most states, they usually must refund to you within 30-60 days of terminating your lease, but be sure to check your respective state's laws on this. Of course, this assumes you have fulfilled your part of the lease and have given the required notice to vacate. See Section 11. below for more on this subject.

11. VACATING AN APARTMENT:

Remember, no matter how bad a place might be, unless it's a dire emergency and or you've exhausted all remedies set forth in the lease and by law, don't pull up stakes in the middle of the night while your lease is still in-force as you will more than likely face serious legal and financial consequences by breaking a lease in that manner, not to mention probably causing serious damage to you credit and severely hampering your ability to rent elsewhere. Again, **read your lease and understand your obligations**. Seek the assistance of an attorney, if necessary.

Assuming you have been a tenant in good standing, when you decide to move again and after you've removed your last personal effect from the apartment and cleaned it well (including all appliances inside and out), have a duly-authorized member of management accompany you on a final walk-through inspection of the apartment before you surrender your keys. The manager will have a move-out checklist form with him or her and will annotate any damages and or needed repairs and what you will be charged for them. Ideally, go to the office and get a copy of the check-out list and go through it yourself well before your final day. Return it to the office and it will help them figure out the charges, if any and expedite your move out process. Trust me, they will greatly appreciate this.

Once that form is completed and if you agree with it, you and the manager will sign it. If there is nothing wrong and nothing needs to be repaired that would otherwise be a charge against your security deposit, write on the form, "No charges, refund full security deposit." Of course, keep a copy for your records.

Again, most states I've lived in require the deposit to be refunded within 30-60 days of the move-out date. Note that some states may also require you to ask (in writing) for the deposit back and there is a time limit in which you may do so, otherwise the landlord may keep the deposit. Such is the case in Oklahoma – see [Oklahoma Title 41, Section 113](#)⁷

⁷ <http://www.oscn.net/applications/oscn/DeliverDocument.asp?CiteID=71764>

In any case, I think it is always wise to just go ahead ask for it in writing immediately upon vacating the unit – that way, you won't get busy and forget and the landlord won't be able to say that he/she had no forwarding address to send the refund to. I haven't heard about too many people having problems getting their money back, but there have been a couple and it was usually because the landlord said they didn't have a forwarding address on file for the former tenant. If you don't receive your check with the allotted legal timeframe, call the office. If they cannot provide an explanation for the delay or if you haven't received it within 5 more days, write a letter citing the law, attach a copy of the signed, move-out checklist and advise (not threaten) them that you will be consulting your attorney or contacting the consumer affairs department of the respective state's attorney general's office. And be sure to send that letter via certified, return receipt mail so you will have proof that they received it.

12. SUMMARY:

I just want to reiterate a few of the most important points:

Read and understand the lease before you sign it; it is a legally-binding document.

Do your best to be cordial and work with management regarding any issues that arise.

Save everyone a lot of stress and don't pester management over every little thing in your unit or on the property.

Be sure you **read, understand and abide by** the state and local laws and the property's rules and regulations and your stay will be much more enjoyable.

Document everything – get it in writing – if you don't, it never existed/didn't happen!!!

Consult an attorney if you have questions.

13. SPECIAL CONSIDERATIONS FOR SENIOR COMMUNITY BUILDERS, OWNERS, MANAGERS AND RESIDENTS:

I am also a former licensed assisted living administrator and medication administration technician - many of my current clients are seniors and I have been through several moves with my 87-year old mom, so I am keenly aware of many unique circumstances and needs that face the senior community that most non-seniors don't take into consideration. As we age, a variety of factors impact our ability to live comfortably, easily and safely in our homes. Specifically, many of the independent and senior living communities I've seen simply aren't designed around the physical needs and limitations of their occupants and unfortunately, just don't take these good-sense, special-needs requirements into consideration when they are being built. So, the list below is as much for the developers, owners and builders of these communities as it is for the eventual occupants of them.

The purpose of this report is not to get into the in's and out's of all the different types of housing, such as independent living, residential living, assisted living, and long term care communities, but rather just standard apartments, which include independent living. Note that some of the items below may be redundant to those above.

GENERAL:

Ideally, these communities should be built to ADA specs for all the obvious reasons.

All faucets should be of the single-handle or touch-type – make sure they are plumbed correctly and clearly indicate which side/direction is hot and which is cold.

Electronics/controls on appliances, thermostats, etc., should not be too complicated – select the simplest models, if possible and make sure the control markings are clearly legible for those who may be visually impaired.

Heat pumps – if these are used, make sure there is some kind of backup for the times when it gets too cold for the heat pump.

CEILING HEIGHT & INSULATION:

Many seniors wear hearing aids and while high ceilings are aesthetically nice, they can make it difficult to hear conversations and especially TV's and radios because of echoing.

CABINETS:

Cabinets should be installed at levels where all shelves are easily accessible without the need for a stool (falling hazard) or a grabbing device (difficult if resident has diminished strength, arthritis and or shoulder/arm/hand range-of-motion limitations).

SINKS:

Regarding disposals: Some properties have opted not to install them for a variety of reasons. Residents can clog them up easily or lose rings, watches, other jewelry, requiring time-consuming and expensive maintenance calls. If the sink does not have a disposal, it is important that residents have a way to dispose of refuse – does the

community offer daily door-to-door trash pickup or convenient locations to dispose of the fresh food refuse?

ENTRY DOORS:

Some local fire codes/ordinances require self-closing doors, however, these devices can make it very difficult for seniors to open, especially if they use a cane, walker, wheelchair or electric scooter. Also, these doors are usually heavier, making maneuvering even more difficult and possibly even hazardous. Be sure the door's self-closing device can be adjusted to allow for comfortable ingress and egress or disabled/removed, if allowed by code.

Peep holes should be installed at levels where the majority of people can see out without having to use a stool. Or, two peep holes can be installed at different levels. Peep holes should be of the wide-angle view variety.

Seals/kicks should be installed on the inside and outside, respectively.

Door clips should be installed on the outside of the door for management to place notices, menus, etc. This will eliminate sliding the papers under the door and keep the residents from having to stoop over to pick up the papers (falling risk).

HEAT/AIR REGISTERS:

These should be placed so that the resident can easily reach them to close them if desired. Check to be sure they are easily adjustable. Also, they should be oriented such that the air does not blow directly onto the resident(s) while sleeping. If there is no other choice, the residents should be supplied with the appropriate air deflectors.

OUTLETS:

Ample quantities on each wall and at levels that minimize bending distances/angles. Long walls should have outlets at the middle and near the ends.

Today's seniors are more technologically astute, so be sure there are adequate connections for cable/DSL/satellite/high-speed Internet, etc. Perhaps the community could also have its own wireless (Wi-Fi) network – a great selling point these days. If so, make sure the units you are considering receive an adequately strong signal – you can usually check this with most cell phones these days. If the signal is weak, ask them if they would consider installing a signal booster in your area of the building. Also, it's a good idea to check your cell phone signal strength, too. Many of these new buildings have steel in them and it can severely impede your ability to receive a good cellular signal – I know because my mom has had issues at several places where she has lived – she moves a lot too – must run in the family. Also, this could also preclude the placing of a **cellular-based** Life Alert Fall system and require you to get a dedicated land line, which may be an unexpected, added expense.

LIGHTING:

Vision issues are a concern. Many places have inadequate lumens per square foot. Be sure there is adequate lighting throughout, and under kitchen cabinets, as well.

EMERGENCY CALLING:

The facility should be hard-wired for emergency calling buttons/cords, etc. Ideally, there should be a wireless system for the pendants/wrist watch Life Alert-type call systems with the new fall-technology auto-alert incorporated into the devices. Also, ideally, flashing red lights outside each resident's door such as those in hospitals, if building codes and health department regulations allow – some do not.

Provide residents with emergency responder information forms that they can fill out and place in conspicuous or standard locations that emergency responders can find quickly and easily. These forms vary from city-to-city and can usually be obtained from the local sheriff's office or fire department. **Note:** Don't forget to keep them updated!

SMOKING:

We forget that our seniors grew up in a different era – an era where smoking was general accepted and the norm. Today, it is still legal, yet most communities have no-smoking/vaping policies. Those residents who still smoke are made to feel like outcasts and second-class citizens when relegated to a door back behind a building. This can be very difficult for residents who have mobility issues and can pose a health risk if they are going outside to smoke when it is very cold, hot or there is inclement weather. Facilities should consider having a sealed and ventilated (to the outside) smoking room. Or, at least there should be an easily accessible, covered shelter outside where they can go to smoke/vape. As a resident, if you move into a place that allows smoking when you move in, consider that their policy may very well change in time and then what will you do if you don't want to quit?

WINDOWS:

I've been in places where the windows and shades are so large that they are difficult for even me to open. My mom used to live in a place where she couldn't get the windows open by herself nor could she even raise or close the heavy vinyl blinds. It would be a good idea to have easy-to-open, hinged/swing-away plantation shutters and double-hung windows.

APT LAYOUT:

Of course most of these days most places are handicapped accessible, but keep in mind that many people are now using the powered scooters. These can cause extensive damage if used improperly, so the facility may want to consider a non-refundable fee for using one. This will also help cover the additional electricity these devices will consume.

BATHROOMS:

Some local building codes require builders to install vent fans that come on simultaneously with the main light – be sure to purchase fans that operate as quietly as possible - loud vent fans can be an extreme annoyance to people with hearing aids.

Bath inserts should have the best non-slip floors available, for all the obvious reasons. If residents have to put down a bath mat and take it up after bathing, you have introduced a balance/falling hazard.

Shower/bath stalls should have several sturdy grab bars at both ends of the stall/tub and on the side of the stall/tub. There should be enough of a lip (a few inches) that excess water doesn't get on the floor (slipping/falling hazard), otherwise consider installing sliding doors, when applicable and allowed.

Shower heads shouldn't be mounted so high that occupants cannot reach them – I've seen this quite a bit. If necessary, place an extension on it so that a person 5 feet tall can reach it. Ideally, install a handheld shower head/wand.

Vanities should have ample space for residents to place their toiletries. Consider installing a medicine cabinet or shelving if vanity space is limited.

Have at least one GFI outlet near the vanity for electric toothbrushes, other appliances, etc.

Bathroom sinks should have stoppers and overflow drains.

Raised toilets with elongated seats – seats should be sturdy and not the flimsy plastic type. Spend the extra money for stainless steel braided water supply hoses, too.

Adequate space between the toilet, adjacent walls and or vanities and railings if possible.

BUILDING DESIGN:

Hallways/wings should be placed such that residents should not have endure exceptionally long treks to the office, mail boxes, trash or dining facilities.

There should be ample elevators – at least one more than is required by fire code minimums. And the elevators should be of a large enough size to accommodate the moving of large furniture.

Ceiling fans are usually not mandatory, but residents' rooms should at least be wired for them. If you offer them, only offer/allow ones without lights. Your choice as to whether you charge for them.

Don't scrimp on the lighting fixtures, their number, or lumen output. As we age, we generally need more light to see.

There should be at least two or more areas that serve as storm shelters. It is very important that there be emergency plans in place and drills conducted at least quarterly or at least prior to the onset of respective inclement weather seasons. State laws may mandate specific requirements here depending upon how your community/property is licensed. By the way, having shelters is a huge selling point!

LAUNDRY FACILITIES:

Ample facilities/machines and, if possible, full-size washer/dryer hookups in each unit. Spend the extra money for lever-operated shut-off valves and stainless steel braided water supply hoses, too. If you supply the washers and dryers, again, get the simplest (to operate) models available with clearly legible and non-confusing instructions and ensure

they aren't so tall that shorter residents can't easily reach into them to place or retrieve clothing.

MAIL FACILITIES:

Are they inside each building or one central location where some residents may have to leave and go outside of their respective building to pick up the mail. Are the boxes situated where the residents can reach them easily and not have to stretch or stoop excessively?

EMERGENCY POWER BACK-UP:

In some states and in certain levels of care, such as nursing homes and assisted living facilities, some kind of generator is required in the event of power outages. I've seen some places installing them solely as a selling point even though they are not required to do so by state law.

LEASES:

Most independent living community leases will probably appear similar to the ones I discussed in the previous section. On a side note though, if you are considering a state-licensed community such as a residential, assisted, skilled nursing, or full continuum of care community, leases can vary significantly from leases discussed in the previous section for a variety of reasons, usually because they fall under the authority of the state's department of health or other respective regulatory authority. If there are things such as large entry fees (aka buy-in's), etc., in play, I think it would be very wise to have an attorney review such legal documents first or any other time you may have questions.

SUMMARY:

Selecting a senior living community can be difficult. Keep in mind that in most major metropolitan areas, there are lots of very inexpensive or free local government-funded programs and benefits available to seniors. What you need to keep in mind is that many of these are on a county-by-county basis through their respective "areawide aging agencies." ([Find yours at this link.](#))⁸ Some counties are much better than others and they may be right next to each other. So, it pays to take some time and do a little Internet searching to see what services are available to you. For example, I know a lady who lives in an area with a lot of casinos and the state made separate agreements with the casinos in the metro area to help subsidize certain public service programs. So, for example, this lady pays nothing for an ambulance ride to the hospital and only 25 cents for a one-way taxi ride within a certain geographic region. However, if she lived in the neighboring county, these services would not be available to her. Of course, these agreements are usually subject to change annually, so you have to take that into consideration, as well.

Please see the following pages of my website for more helpful information and guides:

[Magnus Omnicorps Helpful Info & Links page](#)⁹
[Magnus Omnicorps Services for Seniors page](#)¹⁰

⁸ <http://www.n4a.org/>

⁹ <http://www.magnusomnicorps.com/helpful-info---links.html>

¹⁰ <http://www.magnusomnicorps.com/helpful-info---links.html>

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