

Villa Fiesta

Revised 12/12/2019

1. **Rent is due on the first day of each month and is considered delinquent on the fifth at 2:00 pm. Under no circumstances will cash be accepted for monthly rent payment.** If you wish to pay with guaranteed funds, such as a cashier check or money order, more than one is acceptable as long as rent is paid in full with the sum of the funds received. A late charge of fifteen dollars (\$15.00) will be assessed for rent paid after the first day of the month and an additional charge of fifteen dollars (\$15.00) per day shall be assessed for each day rent is not paid from and after the first day of the calendar month. If rent is not paid by the fifth day of the month and Resident is issued a Notice of Non- payment of Rent a thirty five dollar (\$35.70 with tax) fee shall be due in addition to rents and late fees from the Resident. This notice may be hand delivered and if you are not home it will be posted on the door and sent certified mail.
2. Your apartment home is made available to you only after our careful inspection and satisfaction that it is free from fault and ready for your enjoyment. Should any items be missing or if the need for service arises, please contact the office without delay. Except in emergencies we ask that you call during normal business hours. You have been provided with an inventory sheet. Please fill out and submit to the office.
3. Should you lose you key or find yourself locked out, contact the office. There is a **twenty five-dollar (\$25.00) charge to replace locks.** No one shall alter any lock or install a new lock on any door on the premises without consent of the management. Any additional or different locks approved and installed shall be considered to be permanently affixed. If written permission is not obtained, you will be charged Sixty-five Dollars (\$65.00) for Materials and Labor in removal of un-approved locks in order to return the premises to its original condition.
4. Please conduct your activities in and about the area in a manner not to interfere with rights, comforts, or conveniences of other residents. **NO MUSICAL INSTRUMENTS, RADIOS, TELEVISION, STEREOs, OR HOUSEHOLD APPLIANCES SHALL BE OPERATED IN A MANNER THAT IS DISTURBING OR ANNOYING TO OTHER RESIDENTS NOR WILL LOUD, DISTURBING, OR OBJECTIONABLE CONDUCT BE TOLERATED.** After 9 pm, please be considerate of those trying to sleep. At 10pm all noises need to be kept to a bare minimum. Loud noise can consist of: radios surround sound/TV, using your washing machine or dryer, or vacuuming.
5. If minor children reside with you or visit your apartment, **Residents are solely responsible for the supervision of the children at all times!** If your child, children, or guest's child or children cause damages to Villa Fiesta property, you will be held responsible for the repair of and all damage.
6. Bicycles are to be parked either in bicycle racks or inside your apartments. **UNAUTHORIZED BIKE RIDING, SKATEBOARDING, OR VEHICLE OF ANY TYPE IS NOT PERMITTED ON THE SIDEWALKS.**
7. Renter's insurance is not required.
8. You have been assigned one covered parking space. Only one covered space can be assignment per apartment. Any unauthorized vehicle parked in an assigned covered parking space will be towed at the owner's expense. Unassigned parking spaces are on a first come first serve basis. However, there is a vehicle limit per unit, a one bedroom apartment has a maximum of two vehicles and a two bedroom has a maximum of four vehicles. Special provisions must be made prior to the parking of commercial vehicles, boats, trailers, or RV's. We also provide information regarding storage places where you can store your commercial vehicles, boats, trailers, and RV's. **No repairs or maintenance to vehicles will be allowed on the property.** In addition, excessive and annoying engine, muffler noise, music must be kept at an absolute minimum. Parking in the center circle next to the manager's office is limited to vehicles that are not high profile (i.e. delivery trucks, oversized vans, jeeps, SUV, trailers, etc.). All Residents and their guests are expected to adhere to the 5-MPH speed limit. Motorized two-wheeled vehicles must be parked in designated zones only. Any unauthorized vehicles using or blocking the egress or ingress of the parking space will be towed away at the vehicle owner's expense. Vehicles not used on a regular basis, damaged or in disrepair, expired license plates, will not be permitted and will be towed at the vehicle owner's expense.

9. Parking in fire lanes not permitted **AT ANYTIME FOR ANY REASON!** The police and/or the fire department will cite violators and the violation carries up to a \$500.00 fine. **Violator's cars will be towed at owner's expense.** These lanes are not meant for drop of or pick up and for emergency access only.

10. Each apartment is provided with two coax cable jacks.

11. Pictures and other decorative objects should be hung with nails that do not leave large holes.

Gummed label hangers should never be used. Permission of the manager should be obtained before using molly bolts or other fasteners.

12. Trash dumpsters are located at strategic points throughout the area and all trash must be placed completely inside these containers. Cardboard boxes should be crushed before being placed in recycle containers. The dumpsters are not for bedroom mattress, furniture, appliances, or cargo objects. The City of Mesa will not service trash containers with these items inside. Therefore if you are suspected of disposing of any of these items during a move in or move out in the dumpsters, you will be charged seventy-five Dollars (\$75) per item for the removal and break down of dumpster in order for the City of Mesa to be able to service that dumpster. If you would like to donate any of the above items, please contact the office for phone numbers. Please do not use the trash receptacles near the mailboxes, office or clubhouse for your household refuses. These containers are intended to support trash generated from the postal service and are not adequate to accommodate household refuse.

13. Your entry porch and private patio is for your enjoyment, however, we are all required to be mindful of other Residents and the general condition of the porches and patios. Please, no signs, metal or wooden lattice, flags, banners, sun shades, clothing, towel lines, indoor furniture, wood, plastic or indoor gates, automobile parts, construction tools, materials and equipment, motorcycles, scooters, trash, recycle aluminum cans or paper material, moving boxes or exercise equipment will not be permitted on the porches or private patios. Magnetic door screens are not permitted. Any and all trash **MUST** be thrown out and **NOT** left by the door, any trash bags that have leaked on to the patio will be at the residents cost for maintenance to clean up (\$75.00). The only type of gate that is permitted on the property is the metal gates that our contractor custom builds and installs at the resident's cost if the resident would like one. It will be the responsibility of the Resident to maintain the porches and private patios from all bird debris and to replace globe light fixtures bulbs and plastic globes if the globe should fall off the fixture. Colored light bulbs are not permitted in the light fixtures. String lights of any kind are only permitted during the December holidays and are not permitted during the rest of the year. The office will provide pigeon proofing at no charge to the Resident if requested by Resident.

14. If you smoke, make sure that your butts are properly removed and disposed. If they are being thrown downstairs on patios or in the common areas, it is considered a violation of these policies and you will be charged Twenty-five Dollars (\$25) per man hour for groundskeeper to clean up the debris. If it becomes a constant problem you will be served with a legal notice to vacate and be held responsible for any and all damages.

15. Do not over load washers and dryers with clothing, large rugs, comforters etc. The washer's and dryers provided by Villa Fiesta are not designed to handle the loads and doing so can causes damage to the machines, water lines, and vent pipes which you will be held responsible for repair or replacement costs.

16. **Pets: Caged animals are permitted in the units upon approval by management. Ferrets, two cats or dogs, underweight & breed restrictions, will be permitted upon the premises with paid deposit and pet agreement. This does not apply to assistive animals. Residents will be solely responsible for the health and wellbeing of the animal. Residents provide collection bags and shall pick up after the animal at all times. Resident agrees to not leave any animal feces in common areas including but not limited to porches, private patios, concrete sidewalks, grass and granite areas, parking lots. If you or your guest are found to be in non-compliance with this policy a \$(125.00) fine shall be imposed per incident due and payable in the next month's rent. Should this non-compliance continue you will be asked to remove the pet from the property and or given a notice to vacate for non-compliance.**

17. Do not obstruct porches, halls, steps or other general areas with bicycle, motorbikes, or other items. You may be asked to remove anything that detracts from the appearance of, or adds hazards to the premises.

18. The clubhouse is exclusively for Resident's enjoyment and may be used for Resident's private parties. The maximum City of Mesa fire code occupancy is 80 people. To reserve the clubhouse, please call and make the reservation with the office. There is a \$152.63 rental fee including tax for each event and a \$150.00 deposit to cover any damages and additional cleaning fees. If no charges are incurred you will receive your original deposit check back. The rental fee is non-refundable. If the amount of repairs exceeds

the deposit amount, you will be expected to pay the additional amount as soon as the cost is determined and the repair completed.

19. We have posted "NO SOLICITING" signs throughout the community. We ask that you do not post any signs, fliers, or notices on Resident apartment doors, common area fences, walls or private vehicles. If solicitors come to your apartment, please notify the management immediately so we may escort them off the property.

20. Other than blinds installed by the owner and emergency window sticks, no object or window treatment of any kind may be placed on or affixed to the windows or doors so as to be visible from the exterior. By way of example, such objects include, but are not limited to posters, flyers, signs, stickers, decals, aluminum foil, boxes, garbage bags, debris, towels, rugs, clothing, and other similar articles.

21. Unregistered Guests may not occupy the apartment for more than 5 days unless the prior written consent of owner's representatives has been obtained. Unauthorized occupants are grounds for eviction as stated in your signed lease.

22. 24-hour on-call service is provided for emergency maintenance. If you have a maintenance emergency during office hours please call (480) 833-1934. If after hours, you can contact maintenance via our answering service at (888) 850-7260. Please notify our answering service to page MAINTENANCE.

TENNIS COURT POLICIES

1. The tennis court facilities are for apartment Residents and their guests. It may become necessary to limit guest privileges, therefore, we request Residents use discretion. At least one Resident must participate in each group using the courts.

2. Proper tennis clothing will be required at all times, especially footwear. Please, no black soled tennis shoes.

3. Glass containers of any kind are not allowed on the courts.

4. Please put all refuse in the trash containers provided.

5. If others are waiting to use the courts, please change on the hour. If the courts are busy, play doubles. The management may schedule play on the courts at its discretion. If play is scheduled, players scheduled have priority over open play.

6. Management is not responsible for accidents or injuries as a result of the use of the facilities. Residents and Guests shall use these facilities at your own risk.

7. There is absolutely NO SKATEBOARDING, BIKE RIDING, and ROLLER-SKATING OR VOLLEYBALL on the tennis courts.

8. Un-supervised children in the tennis courts may be escorted home. If these children are seen throwing rocks or doing any other type of destructive behavior, parents or supervising adult will be charged for any and all damages.

POOL AREA POLICIES

1. The pool and recreation facilities are for apartment Residents and their Guests only. It may become necessary to limit guests privileges, therefore, we request residents to use discretion. Guests must be accompanied by their ADULT host at all times when using the pool and other recreation facilities.

2. Rules and regulations use of the swimming pool are posted and strictly enforced.

3. Glass containers of any kind are not allowed within the pool areas.

4. Please put all refuse in the trash containers provided.

5. The pool is for your enjoyment, but care should be taken to consider the rights of others. In accordance with sound safety regulations NO running, pushing, diving, splashing of water and general horseplay will be tolerated.

6. There are no lifeguards on duty and all children under 16 must be accompanied by an adult at all times when in the pool areas. Please read the posted signs at the pools for other restrictions. The pools will be locked and closed at 10:00 p.m. and are open at 7:00 am. Please use discretion when using the pools and spas at night so as not to disturb the neighboring apartment homes. Your apartment key will unlock the pool gates. Do not prop the pool gates open, as this is a violation of the health and safety for others and a danger to small children and animals.

7. Children under the age of sixteen (16) are not allowed in the spas at any time.
8. Children under the age of eighteen (18) are not allowed to supervise any child under the age of 18.
9. Management is not responsible for accidents, as use of facilities is at your own risks.

GUIDELINES FOR VACATING AN APARTMENT

A written 30-day notice of termination is required prior to the next periodic rental due date. **(Notice to vacate is due BY THE FIRST DAY OF THE MONTH.)** If turned in after the first, you will be responsible for an additional months rent so Management can receive a full and proper 30 day notice **BY THE FIRST**. For example, if you turn in your notice on the 15th you be held responsible for the full next months rent. When management receives a written 30-day notification, the resident will be expected to vacate on the date specified. The apartment should be left in a condition for immediate occupancy for a new resident. Ordinary wear and tear is expected. The inventory and condition report you signed upon occupancy will be used as a "Check-out Sheet" for your apartment home. Every item on the list will be expected to be cleaned and any damages will be checked against this list and you will be responsible for the expenses involved in repairing damages. If you have any questions with regards to cleaning charges please come into the office and pick up an itemized cleaning charge list.

EXERCISE ROOM

As an amenity for residents of Villa Fiesta, we provide a 24-hour accessible exercise room. You must be 18 years of age or accompanied by an adult to use this facility. Please pick up any debris that was a result of your usage. Also, make sure the door is locked and secure when you leave. Please accompany your guests to the exercise room. They may be asked to leave if you're not with them. The use of the exercise room is at your own risk. Villa Fiesta is not responsible for accidents or injury to you or your guest as a result of your use of this facility. There is a \$25.00 deposit for the key. This deposit will be returned after you move out and the key is returned to Villa Fiesta.

1. We reserve the right to modify these polices. Modification is effective when you receive written notice or when posted in the office.
2. By execution of the Rental Agreement, each resident agrees to be responsible for any violation of any of the foregoing rules by the resident's family members, guests and visitors.
3. As a resident at **VILLA FIESTA**, we hope that you consider your apartment your home. Villa Fiesta wishes your residency with us to be a pleasant one.

Villa Fiesta

Satellite Dish Addendum

1. Dish placement is **prohibited** on windowsills, rooftops, common areas and stairwells. **DO NOT PLACE DISH ON EXISTING EXTERIOR WALLS.**
2. Villa Fiesta requests the dish is placed on the personal patio and the cable run into the apartment. When placed on the patio it cannot be placed upon the edge where it is most visible and unsightly.
3. **The cable cord CANNOT be black.** Prior to install you need to request a **cream color**, if cream is not available **white** can be used.
4. Drilling of holes by windows, through roof, or balcony railings is strictly prohibited. If this is done you will be held liable for repairs to all damages. Villa Fiesta understands access is needed to the interior of the apartment, this is acceptable, though restricted to certain areas.
5. Upon move out, **YOU** are responsible for the removal of the satellite dish and any all cable cords. **If Villa Fiesta has to remove the dish and cable cords there will be a minimum \$125.00 (one hundred twenty-five dollars) charge.**

I, _____, in apartment # _____ understand the restrictions and agree to abide to all listed above. I also understand that I will be held responsible for any damages to the apartment by my choosing satellite service. I also agree to hold harmless Villa Fiesta for any injury or damages caused by or to the satellite technician.

Signature

Date

For Office Staff:

Received by: _____

On: _____, 20____

Copy given to resident: Yes / No

BED BUG ADDENDUM

This Bed Bug Addendum ("Addendum") is made part of the *Rental Agreement* dated [REDACTED] 20 [REDACTED] between [REDACTED] (Lessees) and Villa Fiesta Apartments for real property (the premises) at [REDACTED] (Apartment number).

1. Lessee will practice good housekeeping, including the following

- a) Lessee shall remove clutter. Eliminating concealed, dark places will reduce the places that bed bugs can hide
- b) Lessee shall keep the apartment home clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes and furniture. Use a brush attachment to vacuum furniture legs, headboard and in and around the nightstand(s). While cleaning, look for signs of bed bugs. If any bed bugs or signs are detected, report them immediately
- c) Lessee shall not use secondhand or rental furnishings unless they have been thoroughly inspected by qualified pest control applicators for the presence of bed bugs, especially beds and mattresses. Used items may be infested with bed bugs. If you must use rented or secondhand items, inspect them carefully, in compliance with this Addendum, and Lessee agrees not to use any item that shows signs of bed bugs, egg or larvae infestation. Lessee shall not bring discarded items from the curbside into the apartment home.
- d) Lessee shall cover mattresses and box springs with zippered coverings that are impermeable to bed bugs. These can prevent bed bugs from getting inside the mattress. The covers will also help prevent any bugs inside from getting out as they will eventually die inside the sealed cover
- e) Lessee shall arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches from the walls. Lessee shall check for hitchhiking bed bugs. After staying in a hotel or another home, before you enter your apartment home Lessee agrees to inspect your clothing, luggage, shoes and belongings for signs of bed bugs and to check backpacks, shoes and clothing after visits to family or friends, theaters or after using public transportation. After guests visit, Lessee agrees to inspect beds, bedding and upholstered furniture
- f) If Lessee fails to report any pest infestation and/or problem with the Premises within 10 days of move-in, it shall be an acknowledgement by Lessee that the Premises are acceptable, in good condition and pest free

2. Lessee shall report any problems immediately. Specifically, Lessee shall

- a) Report any signs of bed bugs immediately. Even a few bugs can rapidly multiply to create a major infestation that can spread from apartment to apartment. Do not wait!
- b) Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room

3. Lessee agrees to cooperate fully with and to undertake all efforts and tasks required by Lessor or Lessor's pest management professional employed to eradicate pests. If your apartment home (or a neighbor's apartment home) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your apartment home is properly prepared. Lessee shall comply with the recommendations from the pest management professional including but not limited to:

- a) Remove all bedding (including bed skirts), drapes, curtains and small rugs. Bag these for transport to the laundromat.
 - b) Check mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers and returned to service. Heavily infested mattresses are not salvageable. Seal those in plastic and dispose of them properly.
 - c) Empty dressers, nightstands and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags and seal them with an air tight knot. Used bags must be discarded properly.
 - d) Carefully remove vacuum bags, seal bags in plastic and discard
 - e) Clean all machine-washable bedding, drapes, clothing, etc. in a commercial laundromat with 140° Fahrenheit water. Dry at the highest heat setting. Take other items to a dry cleaner, but be sure to advise dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
 - f) Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to the closets
4. Lessee and Lessor agree that any violation of this Addendum constitutes a material violation of the Lease, and Agent may terminate Resident's right to possession upon three days Notice to Quit, no right to cure. There is no requirement that Agent allow Resident to cure prior to serving Resident with a Notice to Quit. Proof of the violation of this Addendum shall be by a preponderance of the evidence
5. Lessee agrees to indemnify and hold harmless the Lessor from any actions, claims, losses, damages and expenses, including, but not limited to, attorneys' fees that the Lessor may sustain or incur as a result of the negligence of the Lessee or any guest or other person living in, occupying or using the premises

LESSEE:

By: _____

Date: _____

LESSOR:

By: _____

Date: _____

*****APARTMENT CONDITION AND INVENTORY*****

RESIDENT(S): _____ APT # _____
 (Print Name)

	M/I DATE	M/O DATE		M/I DATE	M/O DATE
ITEMS	Condition	Condition	ITEMS	Condition	Condition
Living Room			Bedroom 2 (guest)		
Walls			Walls		
Floors/Carpet			Floors/Carpet		
Ceiling			Ceiling		
Doors/Windows			Doors/Windows/Blinds		
Blinds			Closet/Closet Tracks		
Tile Entry			Arcadia door tracks		
Coat Closet					
Other			Bath 1 (master)		
			Sink/Vanity (Large)		
Dining Room			Sink/Vanity (Small)		
Walls			Tub/Shower		
Floors/Carpet			Toilet		
Ceiling			Cabinets		
Ceiling Fan			Mirror		
Other			Towel Bar		
			Floors		
Kitchen			Other		
Walls					
Floors			Bath 2 (guest)		
Ceiling			Sink/Vanity		
Cabinets			Tub/Shower		
Refrigerator			Toilet		
Range			Cabinets		
Sink			Mirror		
Garbage Disposal			Towel Bar		
Dishwasher			Floors		
Countertop			Other		
Microwave					
Lights			Miscellaneous		
Other			Storage Room		
			Front Door		
Bedroom 1 (master):			Washer/Dryer		
Walls			Patio Surface		
Floors/Carpet			Smoke Alarm		
Ceiling			Apartment Key		
Doors/Windows			Other		
Walk-in closet					
Linen Closet & Tracks					
Blinds					
Arcadia Door Tracks					

COMMENTS:

 Resident(s) @ Move-In

 Office Personnel @ Move-In

of Keys Given: _____
 Workorder Needed: Yes/ No

 Resident(s) @ Move-In
 Res. Phone No
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