



RESIDENT HANDBOOK

ATTACHMENT TO LEASE AGREEMENT - RULE #15B RESIDENT
RESPONSIBILITIES, MOVE-IN/OUT, AND PROPERTY MAINTENANCE

OUR PERSONAL MESSAGE TO YOU.....

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I. GENERAL RULES & REGULATIONS

- A. **Part of Your Lease** – This Resident Handbook is part of your lease and is legally binding on both parties. You will also receive an Estimated Cost of Repairs Guide which will outline fines, charges and fees.
- B. **The Property** – You have leased a home....think of it as your own. During the term of this lease, you are in possession of the unit and yard. Your obligations are similar to those of the property owner, and you are expected to care for and maintain the premises. You are encouraged to get to know your neighbors and join a Neighborhood Watch Program if applicable.
- C. **Rental Payments** – All rents are due and payable, in advance, on the **FIRST DAY of the Month** in accordance with the lease agreement (**#2A/B, #3 A-D**). Payment should be in the form of a check, money order or certified check and made payable to:

**Merced Old 99 Realty
1590 W 16th Street, Merced, CA 95340**

Please mail or deliver your payments to the above address WRITE YOUR ADDRESS on your payment to assure proper credit. All accounting is done by the address of the property. To avoid any misunderstanding, please put your address on every correspondence with our office. Be sure to allow at least 2 days mailing time for delivery of the mail as payment must be received on or before mid-night of the 5th.

WE DO NOT ACCEPT CASH AND WE DO NOT ACCEPT POST DATED CHECKS

Rents remaining unpaid after of the 5th day of the month are delinquent and are subject to the Late Fee as well as Notice Fee stated in your lease agreement (**In accordance with #6 A/B**).

CONFIDENTIALITY: There are limited instances whereby we can disclose or discuss the terms of our relationship and the status of your lease agreement without your written consent. Any request for information on your lease status should be requested in writing by all parties who signed the original lease agreement.

- D. **Contact Phone Number/Email Address** – All residents are required to have telephone accessibility to provide our office with their home, work and cell phone numbers. Please be sure to notify us when you change these numbers. Even unlisted numbers must be provided. You can provide the contact information with your first rental payment and your property inspection report or you may send it via email at rmcgarry@yahoo.com.
- E. **Default of Rental Payment** – If your rental payment is not paid in full by the 5th day of month when it is due, be advised that this is your notice that your lease and rental agreement may be canceled. You will be responsible for all attorney and legal fees. Any and all charges unpaid by the end of the month in which they are charged may be added as additional rent. If rent is paid while a legal action is in process, acceptance of rent will not necessarily stop the legal action. If your rental payments are late more than twice in a 12 month period, your lease agreement will not be renewed.

- F. **Breaking Your Lease** – By terms of your lease, you may not subject or assign your rights under your lease agreement (#21). In order to replace you as the Tenant/Lessee for the property, **you may...**
- Advertise, show and secure qualified applicant(s) and provide us with executed application forms with appropriate credit check fees(s). We will then qualify the applicants and prepare the appropriate documents/new lease should they be approved. There is a \$400 fee for this lease documentation and you are responsible for the rent up to the time the new tenant lease takes effect and your security deposit will be refunded – less appropriate charges – when the new tenants have executed and returned their property condition check list. **OR you may.....**
 - Vacate the property and we will then advertise and show the property to qualified applicants. The fee for this service is one-half of one month's rent (a minimum of \$500). We will qualify and prepare the appropriate documents/new lease. In addition, there is a \$400 fee for this lease documentation and you are responsible for the rent up to the time the new tenants' lease takes effect and your security deposit will be refunded, less charges for advertising and the fees enumerated above, when the new tenants have executed and returned the property condition checklist. All property utilities must remain on in your name up to and until you are notified that a replacement has been secured.
- G. **Keys & Locks** – Alternations or replacement of locks, installation of additional locks, door knockers, mirrors or other attachments to the interior or exterior of doors requires our prior approval in accordance with lease agreement (**#18 A/B/C**). If you are locked out of your property and require the use of a locksmith, you may not re-key or replace the property locks. You may have the locksmith make duplicate keys for the current lockset only. We must retain keys to each lock of the property. If we determine that you have changed the property locks, we may re-key these locks at any time in the event access is denied, you will be charge \$35.00 per lock set. Copies of the new keys will be available at the office during posted office hours. All keys are to be returned to us upon vacating the premises. If you are locked out during our office hours, an authorized resident with proper ID may borrow a key from us – Monday-Friday 9:00am to 5:00pm. There will be a \$25 charged for any borrowed key that is not returned to our office within 24 hours. After hours and during the weekend there will be a charge of \$50. We recommend you make an extra key to give to a neighbor or to hide in a secret place.
- H. **Trash, Garbage & Recycling** – All garbage, trash and recycling materials must be placed in appropriate containers. (Management does not provide these). Most tenants residing in Merced County will participate in the recycling pick up service. Three (3) cans will be provided (garbage, green waste, and recycle (plastic/bottles/cans etc). Resident is responsible for these containers and placing refuse in the appropriate receptacle. Incorrect usage of cans will result in approximate \$25.00 fine from the City of Merced, which the Resident will be responsible. Any recycling items collected must be properly contained and discreetly stored. A total of no more than two 50 gallon trash bags of recyclable materials may be kept on the premises at any one time.

- I. **Disturbance, Noise and Nuisance** – All tenants, residents and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or passers by in accordance with lease agreement (**#15 A/B**). Any activity that causes extreme or excessive noise, traffic or disturbances of any kind is cause for eviction. This type of activity includes loud music, lewd, vulgar or profane language. If music or other sound can be heard outside the perimeter of the leased premises, it is considered too loud. Any resident who drinks excessively, uses premises for illegal activity or commits a nuisance will be subject to eviction.
- More than 1 Police Department phone call in a 12 month period is cause for eviction. Any physical fighting will be immediate termination. Children are not allowed to play in flower beds, climb in trees or fences, or get on roofs. Parents are responsible for any damage caused by their children
- J. **Move-In/Move Out Checklist** – Included in this move-in packet is a Rental Property Move-In Checklist. (In accordance with lease agreement (**#10 A-D and #29 A-C**). We are providing this form for you to note the condition of the property. Please sign your name, date it and return it to us within 3 days of taking occupancy. This same report will be used for the move-out condition comparison after vacating the premises. If this report is not returned as outlined, under the California Apartment Association CAA and the Apartment Owner's Association AOA, the leased property will be assumed to be in acceptable condition and any defects brought to our attention after this date will be considered your responsibility. No exceptions will be made to this procedure. ***THIS CHECKLIST SHOULD NOT BE USED AS A REQUEST FOR REPAIRWORK***
- K. **Periodic Property Inspections** – As part of our agreement with the property owner, we will conduct routine inspections of the condition of the property. You will be notified of any problems, and given 1 to 14 days depending on the problem to remedy the problem, i.e. a safety problem like a broken window must be repaired within 24 hours. (**In accordance with #19**)
- L. **Parking & Vehicles** – All vehicles shall be parked in assigned areas (garages, parking lots, driveways, parking pads, etc.) or on the public street where allowed. There should be no driving or parking on lawns, sidewalks and other areas not specifically designated for parking. **All vehicles must be registered, licensed and operable at all times or they will be towed away at owner's expense.** No trailers, semi trucks, tractors, or recreational vehicles of any kind allowed on the premises. No vehicle repair's (except changing a tire) is allowed at anytime. NO oil fluid stains are allowed on the garage floor, driveways, walkways or any other area on the property. (**In accordance with lease agreement #7 and a fine of \$250.00 for working on your car**).
- M. **Guests** – Any person or persons staying more than three weeks each calendar quarter will be considered residents for the purposes under your lease agreement, unless prior written permission is obtained from us. Only those persons listed on the rental application have permission to occupy the premises. All portion of this handbook and your lease agreement also apply to your guests
- N. **Emergency Maintenance/Repairs** – An emergency is when danger is present to person or property damage has occurred or is about to occur. To report an emergency contact 209-777-0123. Be sure to report the specific emergency and include your name, telephone, and address. If the emergency involves a fire, theft or similar emergency, please notify the proper authorities at 911 before calling our voicemail at 209-722-1594.

- O. **Insurance** – It is advised that you have tenant/renter’s insurance. A copy of the declarations page of your policy is to be provided to us during the first month of your residency. Notify your insurance company that McGarry Rental Property Management, Inc is the property manager/property owner agent and must be notified of any change in your policy status. Renter’s insurance is required for the following: water-filled furniture (beds, etc) trampoline, hammocks, swings, slides, jungle gyms, and pools with a depth of 10 inches or more. The insurance should read Rental Management as “Additional Insured”. **(In accordance with lease agreement #33 & 34)**
- P. **Pets** – No pets, animals, snakes or birds, etc. of any kind are allowed on the premises unless you have prior written permission and have paid the required pet deposit. You will be charged for the spraying of fleas and/or repair of any damage caused by your pet(s). You are responsible for your pet(s) at all times. An additional monthly charge we be added to your rent. **(In accordance with lease agreement #13)**

**HAVING A PET IN A RENTAL PROPERTY IS A PRIVILEGE AND MAY BE REVOKED AT ANY TIME
WITHOUT TERMINATING YOUR LEASE AGEEMENT**

- Q. **Security/Alarm/Video/Television/Satellite Dish** - Please make no additional or auxiliary security/alarm/video/telecommunications or satellite dish installation at the property without our prior written permission. If you wish to make such an installation. Advise us and we will provide you with the necessary guidelines for such installation and our insurance requirements. Any necessary written authorization must be provided for our signature by the resident with specific location of the installation and name of the service provider.
- R. **Notice Requirement** - Resident agrees to give landlord (30) days advance notice of intent to vacate the premises if they have a one year lease. Any notice required shall be given by personal delivery or regular mail at landlord’s office. **(In accordance with #2 A)**

II. WHEN YOU FIRST MOVE IN

- A. **Get to Know Your Property** – **When you first move in, locate the breaker box and note the ground fault circuit breaker** (some of these are by the sinks and not at the breaker box), where the stove, hot water heater and air conditioner breakers are located..**find/locate the water shut off valve in the house as well as the gas shut off if the property is provided with gas service.** The water shut off is usually in the front yard near the house, often close to front spigot. The gas shut off is usually at the gas meter on the exterior of the house. If these shut offs have been covered over, contact Management so they can be properly marked. Also locate the water shut off for the hot water heater and angle shut off valves under the sinks. **Locating these items now may eliminate damage later.**
- B. **Put this Handbook Where You Can Find It** – Near the phone book works for most people. Before calling us, see if the answer to your question is in this handbook.

III. IN AND AROUND THE HOUSE

- A. We live in a beautiful area with a hot climate in the summer and cold and wet during the winter. It is important to keep the vents in crawl spaces under the floors open, especially in wet weather. Closed vents may cause excessive damage to floor joists and other areas

underneath a house. Watch for puddles of water that do not go away around the perimeter of the house. They are often a sign of a water problem underneath. Be careful how you grow your grass, flower beds as over grown flower beds and grass causes your home to look unkempt. Stack wood away from the exterior walls and off of any wood deck flooring to prevent water damage or termite infestation. Use a wood rack or keep on a concrete slab and cover the wood to repel moisture. Report any suspected water problems to us.

- B. Heat/AC Units Smoke Detectors** - We will have your Heat/AC filters replaced twice a year – Fall and Spring. Many homes have heat pumps for heating and air conditioning. The air coming from the vents will not be warm in the winter or cool in the summer. Heat pumps are designed for the temperature to be set and then to be left alone. Do not attempt to reset these controls or adjust them – just leave the control alone. The air runs over the heating or cooling element, then gradually warms or cools to the desired temperature. During extreme hot or cold temperatures, the pump may not keep the house as comfortable as you desire. When the heat index is high, the heat pump may not lower the inside temperature, more than 10 degrees below the extreme heat. You should close window coverings, keep doors closed, do not run hot appliances (oven, etc.) and take all other precaution given by public authorities. Do not set the thermostat at a low temperature when the outside temperature is over 95 degrees. If the equipment cools too dramatically, moisture will freeze on the exterior and the equipment will “freeze-up” and not produce cool air. If water drips from the inside unit, it is usually due to a clogged condensation drain line. (Some drains are easy to clean when a vacuum is cleaner used to blow out the line.) If the line becomes clogged or frozen, turn off the unit and clear the drain line or allow the equipment to defrost.

If you have a furnace that uses propane, you should arrange for your supplier to place your account on automatic fill so that you will not run out. By doing this, you will eliminate the discomfort of being without heat in winter months when supplies may be low and prices are high.

Unless they are hard-wired, YOU will need to test the batteries for the smoke detectors at least monthly. A good rule of thumb is to test your battery each month when you pay your bills, and to change the batter in your smoke detector twice each year when the time changes

- C. Circuit Breakers/Fuses** - Circuit breakers move slightly when triggered. It may appear to be ON when it is has “popped” OFF. To reset, turn the breaker in the OFF position, then back ON again. The ground fault circuit (GFI) breaker detects even slight voltage changes and cuts the power during fluctuations. They are usually used for bathrooms, sink, exterior plugs, garages and some lights. If you lose power to a plug near a water source, it is usually the GFI circuit. Most GFI’s are located at the breaker box and are marked with a red or yellow button. Many homes have the circuits at the plug or outlet. When these “pop”

simply reset the breaker as outlined above, or per the instructions on the outlet cover. Older homes may have a fuse box – either in the basement or on the exterior. Be sure to have flashlight near the fuse box and keep an extra supply of the appropriate size fuse near the box for replacement.

- D. **Pest Control** - Some of our owners provide pest control service for fee, if you suspect that you have roaches, water bugs, ants, bees, or any other pest it is your responsibility to contact our office and obtain the number of our Contracted Pest Control Service and schedule a time with them to fumigate your home. If we find that you are not calling for Pest Control Service your will be charge for not taking action to control the problem. You are responsible for reporting any suspected or known termite infestation. You are not responsible for termite control, and we assume no responsibility for the control of roaches, mice, ants, fleas, or other pests. Please notify us if you suspect any termite or wood destroying insects around the house or grounds. You will be charged for any damage caused by uncontrolled pest (i.e. ants and wasps building nests in the air conditioning unit as this can damage the unit). When you vacate the unit, and leave us with Pest or rodents, we will charge you for extermination fees, cleaning and damage to the unit estimated cost \$150.00
- E. **Laundry Room** - If there is a laundry room on site, please keep the door shut and locked so as not to have an illegal use of the machines or vagrants urinating or sleeping in the facility. As it is a facility used by multiple residents, please it leave and tidy after use. **I urge you to use the Boy Scouts MOTTO “LEAVE IT CLEANER THAN YOU FOUND IT”**
- F. **Outside/Inside Dwelling:** Personal items such as bicycles, tools, brooms, toys, barbecue’s, etc. shall be kept out of view. No rugs, towels, articles of clothing or any such items shall be hung on the exterior of the building, on balconies or in hallways. Do not use indoor furniture such as sofas and chairs outside. Outdoor furniture is permitted such as lawn chairs. You give management the right to pick up and remove, destroy, dispose of any items left outside of your unit at a charge to you. No tape or staples should be used to affix pictures or decorations inside or outside of the dwelling a charge of approximately \$35.00 per hour to remove such items.
- G. **Safety** – Parents or legal guardians are responsible for supervision of minors at all times. No activity shall be engaged in and no substance introduced into or manufactured within any building which might result in violation of the law or in the cancellation of our insurance of increase the insurance rate on any building within the project.
- H. **Rubbish** - Garbage, rubbish, and other trash shall be disposed of only in the receptacles provided. Trash containing food shall be securely wrapped before being placed in a receptacle. Hazardous wastes must be disposed of according to state and federal laws. No hazardous wastes, toxins or comparable dangerous substances are to be disposed of in the dumpsters. This includes **batteries, paints, oils, tires**, etc. Residents are responsible for removal of discarded furniture, appliances, or other bulky items from the property. These items may not be placed in the dumpster cans. If we find there are hazards in the dumpsters or receptacle the resident will be charged.
- I. **Abandoned Articles** – All articles left in or upon the premises by the resident upon

termination of the lease for any reason shall be disposed of by the landlord as becomes necessary and in a manner as landlord may see fit and proper, and without recourse by the tenant. The landlord herein is further given the right to use the tenant's security deposit to cover the landlord's expenses in disposing of the resident's articles.

III. MAINTENANCE, DAMAGE AND REPAIR

You are expected to maintain the home and keep it in as good a condition as when you took possession. Only repairs required because of normal wear will be provided by us or the property owner.

RESIDENTS ARE RESPONSIBLE FOR ANY DAMAGE TO THE UNIT CAUSE BY MISUSE, NEGLIGENCE OR VANDALISM NO MATTER WHO CAUSED THE DAMAGE.

- A. Report Maintenance Requests in the Proper Manner -** Every maintenance request must be in writing and please be specific about the problem for example the **CORRECT WAY IS the right/front burner on the stove does not work; THE WRONG WAY IS – the stove isn't working**. Write clearly, legible and include your daytime telephone number. If you are not contacted by a repair person within 48 hours (not including weekends or holidays) after reporting a problem, please notify Management during our office hours so the repair can be reassigned. You may email your requests to us at mcgarryrentals@yahoo.com; Please NOTE, we will no longer take maintenance request over the phone you will need to deliver your request in person and in writing.
- B. Who Does What -** All "breakdowns", mechanical system failures and structural defects must be reported to us immediately, If an urgent repair is needed (i.e. hot water heater leaking), **YOU** are responsible to stop further damage from occurring, if possible. If there is a leak, stop the water source immediately. If the problem is electrical, turn off the breaker servicing that appliance or area until the repairman arrives. Once we have been notified, we will make any necessary repairs within a reasonable time. **You will not be reimbursed for any unauthorized repairs you make.**

Some examples of maintenance you are expected to do at your own expense....replace light bulbs, torn or damaged screens; replace or repair cabinet catches; knobs or handles; re-light gas furnace or hot water heaters; keep flower beds weeded, edged and fresh bedding once a year; keep all vents * stove, dryer, heating, air conditioning and refrigerator clean and clear; replace batteries in smoke detectors twice annually. Notify us if the smoke detector does not work.

Examples of repairs management will make at no expense to you - * Repairs to Heat/AC systems from normal use; replace heating units for hot water tanks from normal use; repair leaks in roof; replace or repair any part of plumbing which fails from normal use; remove broken electrical components; repair/paint rotted wood; treat for termites; change filters twice yearly; clean gutters.

Examples of repairs for which you will be held responsible - *Replace heating elements/hot water tanks if caused by empty tank; repairing burst water pipes when cause by freezing weather; any unusual damage or extraordinary wear on any of the appliances, floors, walls, ceilings; damage caused by pets, animals, children, guests by misuse, smoking or any unusual or unreasonable use; damage to fences, outside walls, shrubbery, tree, or planting. If a windows gets broken no matter who broke it or if a screen get's bent or removed you will be responsible for the replacement or repair.

- C. **Unauthorized Repairs** – Please do not make any repairs or authorize any maintenance without our prior written permission. All repairs must be authorized by us or the property owner. Rent cannot be withheld because of needed repairs nor can the cost of needed repairs be deducted from the rent.
- D. **Lawn & Grounds Maintenance** – You are expected to care for the lawn and grounds, keeping them in as good a condition as when you took possession. This care includes regularly cutting the grass, fertilizing the lawn, trimming, shrubs, edging all walkways, curbs and driveways, keeping vines from growing onto the house. Please keep shrub and tree growth away from the roof, eaves and side of the house. You are required to report any condition which can cause damage, permanent or temporary, to the grounds. Flowering trees must be pruned at the proper time of the year for their species and all flower beds must be kept free of weeds, grass, etc. Whatever is in the beds as a cover or mulch (pine straw, pine bark, etc.) must be kept up by the resident. Resident agrees that if landscaping is not maintained in a satisfactory manner; the owner will hire a landscape maintenance service and the Resident will be responsible for payment of said service
- E. **Light Bulbs** – At move in, all light fixtures will be equipped with the proper light bulbs. All burned out light bulbs are to be replaced during your residency (including floodlights). Upon move out, all lights must be equipped with the proper number and kind of bulbs. For decorative bulbs, all must match. Light bulbs must be 60 watts unless otherwise specified on the lighting fixture.
- F. **Plumbing/Septic Systems** – You are responsible for keeping all sinks, lavatories and toilets open, Do not allow anyone to throw anything into the plumbing system or use it for any purpose other than for what it is designed. You will be responsible for any damage or stoppage after 5 days of occupancy unless it was caused by mechanical failure of the plumbing system. If your system becomes clogged after this date, you are responsible to contact us and we will call a licensed plumber to clear or repair the toilet at your expense.
- G. **Waterbeds** – You will be responsible for ANY damage caused by a waterbed. **(In accordance with lease agreement #34)**
- H. **Walls & Ceilings** – Please keep the walls of the home clean and unmarred. Do not paint or wall paper the walls without prior approval? You are welcome to hang pictures on the walls as long as the walls are clean and unmarred upon vacating. All walls, baseboards and trim

must be washed before vacating. All ceilings must be dusted/vacuumed regularly and before vacating.

IF YOU ARE A SMOKER, YOU ARE RESPONSIBLE FOR ALL SMOKE RESIDUE AND DAMAGE WHICH MAY INCLUDE REPLACEMENT OF WINDOW BLINDS, DRAPERIES & LIGHT COVERS AS WELL AS NEW PAINT ON WALLS IF STAIN

An additional deposit may be require for smoking on the premises

- I. **Vinyl Floor Coverings/Hardwood Floors** – With normal household use, vinyl and hardwood floors may be washed with a solution of warm water and soap. A thorough cleaning is necessary three or four times per year. Do not use gas, benzene, naphtha, turpentine or waxes containing these solvents. Rubber heel marks can easily be removed with the proper product. Do not apply varnish, lacquer or shellac to the floor. When waxing, use a water-emulsion, self polishing types such as Johnson’s Vinyl Wax for vinyl and Johnson’s Paste Wax for hardwood floors, avoiding any solvent used waxes. You will be responsible for damage done by using improper cleaning method such as broken tiles or torn floor covering.
- J. **Carpet Care** - Routine carpet care requires a thorough vacuuming at least once a week to remove the solid from the carpet and keep the pile erect. Heavy tragic areas require more frequent vacuuming to eliminate the course particles that can act as an abrasive on the fiber. A motor driven brush or a good vacuum cleaner is required if the home you rent has carpet. Shampooing is usually required about once a year and is your responsibility. Before moving in, the carpets are professionally and you must have them professionally clean upon vacating. A copy of the cleaning company’s bill is required at time of check-out. Please check with us before move-out for a list of acceptable carpet cleaning companies .
- K. **Stoves** – If the oven or broiler will not turn on, check the timer on the stove. Generally, the knob will pop out if the timer is off. Turn the knob until it pops out. Instructions for other types are on the face of the stove. BE careful when cleaning the oven to avoid any oven cleaner dripping onto the cabinets or onto the floor. Do not use oven cleaner on self cleaning or continuous cleaning ovens. You will be charged for damage to an appliance by improper use, cleaning maintenance or lack of maintenance.
- L. **Dishwashers** – Use at least once a week. The appliance seals may dry and the motor may be damaged by long periods of non-use. Clean the door and check the bottom of the dishwasher after each use for items that may fall from the racks. Check around the outer door for food items falling from the counter.
- M. **Garbage Disposals** – Garbage disposals are not for bones, greasy items, meat or any other coarse, fibrous material such as potato peels. If the motor buzzes, turn the switch off. Un-jam the disposal by turning the blade backwards with a broom handle or Allen wrench. Re set the circuit breaker on the bottom or the side of the disposal – usually a small red or yellow button. If there is a bad order in the sink run the dishwasher. Almost all disposal jams can be avoided by keeping inappropriate items out of the appliance.
- N. **Washer/Dryer Hookups** – When you install your washer or dryer, it is a good time to check your hoses and washers to eliminate leaks. If you are going to be absent from the property

for an extended period of time, turn off the hot and cold water supply. This is especially important in county properties as a **burst pipe can run a well dry in a very short time. Keep dryer vent clear of lint or other build up as this can cause a fire in the venting.**

IV. **CLEANING AND HOW-TO'S**

We work hard to deliver to you a clean, well maintained and comfortable home with all mechanical equipment operating properly. Proper cleaning will keep the home and its parts safe and usable for you and residents who take occupancy after you leave. The key to proper cleaning is to do it often and regularly. Set up a schedule where each family member is responsible for specific tasks. Monitor the work and see that cleaning is performed as often as needed.

A. Minimum Cleaning Standards

1. Keep windows and window ledges clean inside. Interior cleaning at least once a month, exterior every six months. Wash between windows and screens quarterly.
2. Wash interior doors, doorways and walls in heavy traffic areas every 1-2 months.
3. Clean stove, drip pans, under drip pans, oven racks and drawer, broiler pan, hood, filter and vent biweekly. Most drip pans and hood filter can be cleaned in the dishwasher.
4. Mop and wax vinyl floors biweekly.
5. Dust baseboards, window sills, and window grids, tops of windows, ceiling fans, floors, ceilings and corners of room monthly.
6. Clean AC/Heat air return grille often. It helps the mechanical operation of the equipment.
7. Clean and sweep out fireplace. Clean fireplace grate, screen and glass, if provided.
8. Curtains and blinds, if provided, should be cleaned or washed semi-annually. Decorator drapes should be dry-cleaned every 2 years.
9. Bathrooms should be scrubbed to include toilet towels and base, sink, mirror, floor, bathtub and shower (including walls) weekly. Wipe out medicine cabinet, drawers and cabinets.
10. Sweep out garage as needed.

B. Counter Tops & Cabinets – Always use cutting boards and hot pads when chopping, cutting or placing hot items on counter tops. Do not use abrasive cleaners on counter tops. All unpainted cabinets need to be cleaned regularly with a wood cleaner (such as Murphy's Soil Soap) and treated with a wood preserver (such as Scott's Liquid Gold). All cabinets must be vacuumed out and the drawer/door fronts cleaned as above before vacating.

C. Kitchen Appliances - Each kitchen appliance must be cleaned regularly. In particular, the stove hood the filter in the stove hood, the oven, under the burners on the stove and the drip pans. Please do not put aluminum foil on the drip pans. Upon move-out all drip pans must be new. Please clean under and behind the refrigerator. If you do not clean all these items regularly. It can cause excessive wear and tear, for which you will be responsible.

D. Fireplaces – If there is a fireplace in your home, please do not burn pine or any other "sappy" wood. This causes a buildup of residue in the chimney and increases the possibility of fire. The fireplace is not a place to burn cardboard, holiday wrappings, pine needles, etc. Chimneys should be professionally cleaned every two years.

V. **MOVING OUT**

A. Marketing During the Notice Period – The property may be listed for re-leasing or possibly for sale. The most probable showing hours are between 9AM and 6PM. The property must be available and in good showing condition during this market time. Illness and children's birthday parties are acceptable reasons for rescheduling a showing. Inconvenience, out of town guests and no one home are not acceptable reasons to reschedule. You will be called prior to showing. If there is no answer or no answering system. The call is still considered notice of entry. If permission is given, we will call your work number. A call to your place of residence is the usual and customary practice, and is considered notice. Extra effort is expected in keeping the house and yard neat and clean during the marketing period.

Minimum showing conditions are.....

1. All beds are made and rooms are neat
2. Floors are recently vacuumed, clutter free, especially no piles of dirty clothes
3. Kitchen and bath are clean, sinks are clean and empty
4. Walls are clean and unmarred
5. Dogs are of the way, litter boxes are clean and odor free
6. TV is off or volume turned low as not to be intrusive
7. Yard is mowed, trimmed and in good condition
8. Blinds/curtains are open and home is well lit (when possible)

The better a home shows, the more likely it will rent quickly. The faster a new resident is found, the less you will be bothered by our showings. A home that shows well benefits everyone.

B. The Move-Out/Check Out – Fair Housing allows you to be present at the check-out inspection. You must notify us that you wish to be present and we will schedule the inspection within 72 hours of the day you return the keys to our office. If you do not want to be present or fail to show up at the scheduled time, our inspection report will be final and you will not be allowed back into the property to correct any defects.

1. Inspections are made from 10AM to 4PM Monday through Friday. Please do not plan on an inspection to be made on weekends or holidays. It may take 45 minutes to 1 ½ hours, depending on the property.
2. Inspections are made only after you have completely vacated and the premises are cleaned, carpet are professionally cleaned and dry (receipt required, chemical dry cleaning is unacceptable), yard is mowed, edged, all trash hauled off, shrubs trimmed, flowed beds have fresh bedding, and you are ready to turn over the keys at the time of the Inspection.
3. A room by room check will be made, including interior, exterior, yard, garage, appliances, windows, curtains, blind, etc.
4. The Check-out Cleaning Checklist is a cleaning guideline. Upon receipt of your written notice to vacate, another copy will be sent to you. Most tenants who use these guidelines receive their entire security deposit back.

C. Return of Your Security Deposit – THE SECURITY DEPOSIT MAY NOT BE USED AS THE LAST MONTH'S RENT!!! Our goal is to return to you your entire security deposit within 21 days from the date you return the property keys and an inspection has been completed.

- a. You have left the premises clean and undamaged and followed the check-out procedures
- b. All walls are clean and unmarred. (Homes are **NOT** painted between tenancies)
- c. Have paid all charges and rents due
- d. Have removed all debris, rubbish, and discarded all items from the premises
- e. Have provided a forwarding residence address and telephone number. No work addresses will be accepted
- f. Have an acceptable move-out/check-out inspection report

Per your lease agreement, following the receipt of all bills for cleaning and repairs, the bills will be totaled with that total being deducted from the security deposit with the balance returned to the designated RESIDENT.

WELCOME TO OUR 3 STAR RESIDENT PROGRAM, PLEASE DON'T HESITATE TO CONTACT US WITH ANY QUESTIONS THAT YOU MAY HAVE. THANK YOU FOR RENTING FROM US!

- VI. **ESTIMATED COST OF REPAIRS AND CLEANING** – YOU ARE RESPONSIBLE FOR ANY DAMAGE, VANDALISM OR FIRE TO YOUR HOME REGARDLESS OF WHO DAMAGED IT, EXCEPT FOR MECHANICAL DEFECTS OR ACTS OF GOD IE, WIND, RAIN OR SNOW
- A. YOU PAY FOR THE USE OF YOUR HOME NOT THE ABUSE OF YOUR HOME
- B. YOUR RIGHTS ARE FOR THE INTERIOR OF YOUR HOME WE DO NOT ALLOW NAILS, SCREWS, OR ROPES TO BE ATTACHED TO OUR BUILDINGS OR FENCES – ANYTIME DURING THE TENANCY THIS IS FOUND THE COST TO REMOVE IS A MINIMUM OF \$35.00
- C. LATE FEE: 10% OF THE TOTAL RENT OR 10% OF BALANCE OF RENT IF PARTIAL RENT PAYMENT IS MADE
1. REPAIRS ARE DONE AT A RATE OF \$35.00 DOLLARS PER HOUR PER PERSON; I.E. ONE PERSON 2 HRS = \$70.00 INCLUDING DRIVE TIME; 2 PERSONS 2 HRS = \$140.00 INCLUDING DRIVE TIME; 3 PERSONS 2 HRS = \$210.00 INCLUDING DRIVE TIME
 2. LIGHT BULBS ARE CHARGED AT \$1.00 EACH
 3. CHANGING OF LOCKS ARE CHARGED AT \$35.00 MINIMUM PER LOCK
 4. RENTAL OF TRUCK TO DISPOSE OF GARBAGE, IE. APPLIANCES, MATTRESS, WOOD, ROCKS, BRICKS, FURNITURE, MISCELLANEOUS HOUSEHOLD GOODS
 - PICK UP TRUCK \$75.00 PER DAY
 - 4X8 TRAILER \$25.00 PER DAY
 - 18 FT DUMP TRUCK \$150.00 PER DAY
 5. MERCED COUNTY SOLID WASTE COST TO DISPOSE OF
 - MATTRESS - \$10.00 PER PIECE
 - APPLIANCES - \$10.00
 - TIRES - \$5.00 EACH
 - APPROXIMATE DUMP FEE COST IS \$60.00 PER TON?
 6. DAMAGED TO DOORS AND FRAMES ARE USUALLY \$150.00 - \$300.00
 7. SCREENS APPROXIMATE COST \$60.00 EACH
 8. HOLE BEHIND DOOR OR WALL – APPROX \$150.00
 9. BROKEN WINDOW - \$100.00
 10. BROKEN BLINDS - \$50.00
 11. 3 DAY NOTICE TO PAY RENT OR QUIT - \$60.00 SERVICE FEE
 12. EVICTIONS: THIS HAPPENS WHEN YOU GIVE US NOTICE TO MOVE AND DO NOT PAY YOUR LAST MONTHS RENT WE WILL START AN EVICTION PROCESS WHICH RUINS YOUR RENTAL AND CREDIT HISTORY. MINIMUM COST \$510.00
 13. EVICTION PROCESS WITHOUT GOING TO COURT – APPROX \$550.00
 14. EVICTION PROCESS GOING TO COURT – APPROX \$700.00
 15. PLUMBING CHARGES AT FAULT OF RESIDENT IE,
 - KITCHEN – GREASE OR AN EXCESSIVE AMOUNT FOOD DOWN THE DRAIN
 - BATHROOM – HAIR, TOYS, KOTEX, STICKS, PAPER TOWELS, DAIPERS FLUSHED DOWN THE TOILET
 - ESTIMATED COST \$75.00 PLUMBING CALL

- 16. CHARGE FOR WASHING YOUR VEHICLE USING OUR WATER OR PARKING AREAS \$10.00 FINE
- 17. COST OF DOING ANY TYPE OF MECHANICAL REPAIRS ON OUR PROPERTY IS \$100.00 FINE
- 18. EXCESSIVE NAIL HOLES OVER THREE PER WALL – APPROX. \$7.00 PER NAIL
- 19. APPROXIMATE \$400.00 TO REPAIR A DOOR THAT HAS BEEN KICKED IN
- 20. \$35.00 PER HOUR FOR REPLACEMENT OF PAINT NOT APPROVED BY OWNER PLUS MATERIALS
- 21. PET CHARGE PER MONTH IF YOU BREAK OUR AGREEMENT AND BRING A PET TO YOUR HOME YOU WILL BE CHARGED \$150.00 PER MONTH UNTIL YOU GET RID OF THE ANIMAL. THIS INCLUDES ROACHES, MICE, RATS, FISH, BIRDS, TURTLES, CATS, SNAKES, DOGS. NO PET SITTING ALLOWED
- 22. CARPET CLEANING – 1BEDROOM APPROX \$65.00, 2 BDROOM \$75.00,
- 23. INSTALLING A SATELLITE DISH OR OTHER ANTENA’S TO OUR BUILDINGS OR FENCES \$250.00 FINE.
- 24. NO HOLIDAY DECORATIONS ALLOWED. IF YOU WOULD LIKE HOLIDAY DECORATIONS OUR MAINTENANCE STAFF WILL INSTALL THEM AT A CHARGE TO YOU
- 25. WE DO NOT ALLOW ANY TYPES OF TARPS FOR COVERING PERSONAL BELONGINGS OR FOR SHADE. WE CHARGE \$50.00 PER MONTH UNTIL REMOVED
- 26. WE DO NOT ALLOW POOLS BECAUSE ON OUR PROPERTIES WE PAY FOR WATER WHICH IS AN ADDED COST, NOT TO MENTION THE DESTRUCTION OF THE LANDSCAPE, THE MESS BROUGHT INTO THE HOUSE AND THE ADDED COST TO CLEAN UP WHEN PEOPLE LEAVE THEIR HOME AND THE LEGAL REQUIREMENTS IN CASE YOUR CHILD MAY GET INJURED, LIKE PROPER FENCING AND SAFETY EQUIPMENT. WE WOULD BE GLAD TO GIVE YOU A LIST OF PUBLIC AND PRIVATE POOLS FOR YOUR FAMILIES ENJOYMENT. COST FOR PUTTING 8” POOL IS \$25.00 PER MONTH UNTIL REMOVED PER OFFENSE. 2” POOL IS \$100.00 PER MONTH UNTIL REMOVED PER OFENSE, ANYTHNG LARGER THAN 2” IS \$200.00 PER MONTH UNTIL REMOVED PER OFFENSE
- 27. DRIVING OR PARKING ON THE LAWN OR LANDSCAPING. FINE \$100.00
- 28. PUTTING A TRASH CAN OR TRASH OUTSIDE OF YOUR DOOR. \$5.00 FINE PER OCCURANCE (trash, mops, brooms)

**TRYING TO FIX YOUR OWN REPAIRS TAKES US TWICE AS LONG AS
LETTING US DO RIGHT THE FIRST TIME.**

Resident to sign acknowledging understanding and receipt of Estimate Cost of Repairs and Cleaning

Date: _____

APPENDIX A

URGENT BUT NOT DISASTER EMERGENCY

KITCHEN FIRE, LEAKING WATER FAUCETS OR WATER HEATER, BURST WATER PIPE, TREE ON HOUSE ETC.

Upon first occurrence or discovery of problem, secure the property from further damage immediately. The following is a summary of what to expect. Please post this notice in a visible place. If any of these actions do not occur, notify us immediately. Keeping everyone on schedule is a cooperative effort, and you are part of the team.

Resident Responsibility

- ✓ **Secure from additional damage immediately**
- ✓ **Turn off source of water or electricity or gas, as the situation demands**
- ✓ **Notify Merced Old 99 Realty – if after hours use office voicemail or emergency number identified**
- ✓ **Make claims on your Resident’s Insurance if needed**
- ✓ **Provide emergency (police, fire, etc) report to McGarry Rental Properties with 5 days of incident**
- ✓ **Provides access for insurance, repair people, etc. to assess and repair damage**
- ✓ **Notify Merced Old 99 Realty of delays, “no show” appointments, problems with repairs**

Management Responsibility

- ✓ **Notifies the Owner, insurance company and repair companies**
- ✓ **Takes pictures of damage for owner report**
- ✓ **Inspects and takes pictures of finished work**
- ✓ **Handles complaints/conflicts between Resident and repair company**

You should be contacted with 48 hours by the insurance company. They will assess the damage. Within 3-10 days, depending on the severity of the damage, the repairs will begin. Please remember that work is performed during normal daytime business hours, Monday through Friday and may require several days to complete. The repairs company will set a time with you. If necessary, we will provide repair personnel with a key to the property to expedite the necessary repairs with your approval.

After repairs are complete, we will set up a time to inspect the completed work. If there is a delay, please contact the office. Sometimes the repair company is not prompt in scheduling the inspection. Your help is vital in this process.

You are responsible for any loss to the owner due to resident negligence. If the damage was caused by a current resident or a guest, please be aware all charges not covered by insurance will be billed to you.

APPENDIX B

➤ HOW TO GET UTILITY SERVICE IN MERCED COUNTY

Pacific Gas & Electric Company - 3185 M Street,

24 hour Emergency & Customer Service 800-743-5000

24 Hour Information on Electric Outages 800-743-5002

Spanish Language 800-660-5789

Vietnamese Language 800-292-8438

Merced Irrigation District – 3876 E Childs Ave, 209-723-4923

ATT Residential Service - Home Phone Service 800-288-2020

Spanish Language 800-870-5855

Vietnamese 800-300-5315

COMCAST - 800-226-2278

CHECK-OUT CLEANING CHECK LIST

In order to refund your Security Deposit, the unit must be left clean...The following is a guide of the types of cleaning we expect to be done. **In preparing to move, be sure to allow enough time to do a thorough cleaning job.**

❖ General Cleaning

Walls and Ceilings: Remove all nails, hooks and tacks. Patch holes NEATLY. Repair any damage. Smudges can often be washed off walls; TSP is an excellent cleaning agent for painted walls. Do not use scrubbing pads as they will remove the finish.

CARPETS: Carpets must be professionally clean and should be free of spots, stains and residual soap. NOTE: You must notify the office if you plan to clean/shampoo the carpets yourself so that we can determine if a light cleaning is appropriate.

WINDOWS: Windows should be washed inside and out, if they can be reached safely.

SCREENS: Screens should be washed at least every 6 months, and replaced on appropriate windows after cleaning.

FURNACE: Furnace closet should be cleaned and furnace filter changed. Clean return air grille.

FIREPLACE: Clean fireplace, leave any equipment provided with the property. Remove all firewood and kindling.

FIXTURES: Vacuum and wipe all wall fixtures, window sills and drapery rods. Wash all light fixtures and leave working light bulbs.

KITCHEN:

_____ All counter tops cleaned (washed and rinsed)

_____ Walls cleaned of grease and dirt

- _____ Woodwork washed and rinsed (cleanser or Pine Sol)
- _____ Replace drip pans if necessary
- _____ Stove top, burners, and underneath and sides cleaned of all grease, stains and food
- _____ Oven and broiler cleaned (use Oven Cleaner)
- _____ Range hood filter cleaned, top and underneath washed (use Pine Sol)
- _____ Cabinet and drawer paper liner removed unless contact paper has been used
- _____ Cabinets and drawers washed or swept or vacuum out inside
- _____ Cabinet and drawer exteriors washed and dried
- _____ Floors mopped, wax removed, new wax applied
- _____ Baseboards cleaned
- _____ Trash or garbage put in cans or hauled away
- _____ DO NOT LEAVE TRASH/DEBRIS OUTSIDE or in WASTE BASKETS on the PREMISES
- _____ Clean out refrigerator, clean underneath and on both sides DO NOT turn off interior control or unplug from electrical outlet UNLESS ALL DOORS ARE LEFT OPEN

LIVING ROOM:

- _____ Carpet edges next to baseboards swept out, carpets cleaned
- _____ Heater vents/return air grille cleaned of dust
- _____ Light switches and plug outlets washed with damp cloth
- _____ Woodwork washed and dried
- _____ Drapery rods washed/dusted
- _____ Clean all mini-blinds
- _____ Clean out fireplace, remove ashes, wood and clean grate/glass doors/protective screen

BEDROOM AND HALLS:

- _____ Carpet edge next to baseboards swept out, carpets cleaned
- _____ Closet doors and shelves washed and dried
- _____ Woodwork washed and dried
- _____ Drapery rods and washed and dusted
- _____ Remove all clothes and hangers from closets
- _____ Remove all items from storage closet

BATHROOMS:

- _____ All fixtures cleaned
- _____ Polish chrome with soft dry cloth
- _____ Tile around tub to be cleaned of dirt, soap residue, etc.
- _____ Grout in the tile to be white
- _____ Mirror washed and free of streaks
- _____ Medicine cabinet cleaned out, shelves, walls, and doors washed/wiped clean
- _____ Floors mopped
- _____ Clean shower/tub enclosure doors of soap residue. Clean out metal track

PATIO, BALCONY, PORCH, FRONT DOOR and STEPS:

- _____ Swept and clean. Free of debris/dead plants, trash, leaves

GARBAGE, CARPORT and STORAGE AREA:

_____ Cleaned out, trash hauled away, garbage floor swept and degreased Storage area cleaned out entirely

YARD AREA: (IF APPLICABLE):

_____ Cut grass and remove trash or debris from the property ALL container plants to be removed
REMOVE ALL TRASH and DEBRIS FROM THE PROPERTY. DO NOT DEPEND ON THE GARBAGE SERVICE TO REMOVE ITEMS ONCE YOU HAVE LEFT THE PROPERTY. DO NOT LEAVE ITEMS FOR THE REMOVAL BY OTHERS.

KEYS:

_____ All Keys to Property, Laundry Facility, Storage, Pool, Mail Box, Garage door open must be returned.

NOTE: If your property has mini-blinds, to wash them use a cloth, sponge or soft brush and a mild detergent. Use warm or cold water – DO NOT USE HOT WATER. Place toweling on floor or sill and wash the blind sections. If blinds are small, they can be washed in the sink or tub, one end at a time. It can be hosed washed if outdoor facilities are available and must be re hanged. Rinse suds thoroughly. Drain out head and bottom rail. Dry with towel to avoid water marks, or hang the blind upside down, separating and tilting the slats to allow it to drain and dry. Weight the cord or keep it taut to minimize kinks and shrinkage while drying.

THIS LIST IS INTENDED AS A GUIDE ONLY IN HELPING YOU DETERMINE WHAT TYPE OF CLEANING IS EXPECTED AND THIS MAY NOT BE A COMPLETE LIST FOR YOUR PARTICULAR PROPERTY.

ALL PROPERTY KEYS ARE TO BE IN OUR OFFICE ON OR BEFORE NOON ON THE DAY YOUR LEASE TERMINATES. PLACE THEM IN AN ENVELOPE AND CLEARLY MARK THE PROPERTY ADDRESS. *YOU WILL BE RESPONSIBLE FOR THE PAYMENT OF RENT UNTIL ALL THE KEYS ARE RETURNED*