

Live Active Apartments

Resident Handbook



Valid August 2019 through July 2020

Updated July 1, 2019

200 Briargate Rd
Mankato, MN 56001

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WELCOME

We are excited that you have chosen Live Active Apartments as your new home. Please review this Resident Handbook, as it provides answers to your basic questions and concerns. In addition, the Resident Handbook and Lease Agreement define policies that you are required to abide by throughout your stay. Because the Resident Handbook is incorporated by reference into your Lease Agreement, you are expected to follow both of these documents. A violation of the requirements, rules, and regulations contained in the Resident Handbook therefore, constitutes a default under your Lease Agreement. In the event that the Resident Handbook conflicts with terms and conditions of the Lease Agreement, the terms and conditions of the Lease Agreement shall govern. Management shall have the right to amend or change the rules and regulations contained in the Resident Handbook upon notice to the Tenants. If you have additional questions or concerns during your residency, please contact us at:

Live Active Apartments

200 Briargate Road
Mankato, MN 56001

Phone

(507) 625-2787

Fax

(507) 720-6670

Website

www.liveactiveapartments.com

Email

leasing@liveactiveapartments.com



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**These policies may be modified from time to time. Unless local law provides otherwise, violations of these policies will constitute a breach of your lease. If there is a conflict between these policies and the lease, the lease will govern.*

**We understand that your personal privacy is very important to you. In the course of your residency with us., we may collect personal information from you. We will take reasonable measures to maintain your personal information in a secure location and will limit access to personal information to only those who have a business reason for having such access. We do not sell your personal information.*

ABOUT THE PROPERTY

Live Active Apartments is located between Monks Ave. to the west and Pohl Rd. on the east. Briargate Rd. intersects the property and serves as a bus route that can be used by all residents for transportation needs. The apartment complex is arranged into 5 different “Phases” named Briargate Phase 1, Briargate Phase 2, Southridge, Preserve and Cachet. The complex is known as “The Active Place to Live” due to our many and varied amenities and recreational facilities. Extensive remodeling of Briargate and Southridge occurred during 2011 and 2012. The Preserve was completed in 2013. Cachet is our newest addition to the property with the first phase being completed in 2015 and the second phase in 2016. The office, workout facilities, laundry facilities, tanning rooms, student lounge, hot tub and pool are all connected to the Cachet building.

AMENITIES

The Leasing Office is located in the Cachet building. Tenants may pay rent, submit work orders, and ask questions at our front desk.

The Lounge and Recreation Building is located next to our rental office, adjacent to the Cachet Apartments. It is available to all residents for studying, working out, watching television, or to overlook the pool.

Workout Facilities featuring treadmills, elliptical trainers, weights and mat areas are adjacent to the student lounge next to the hot tub area. A large hot tub and tanning booth are located next to the workout area. An additional workout facility with weight machines is located at the south end of the Cachet hallway on the 1st floor.





The Pool & Hot Tub is located behind the clubhouse. Hours are 9:00 a.m.–10:00 p.m. Monday thru Saturday. Sunday are 12 pm – 10 pm. There is no lifeguard on duty. An adjoining patio area can be used for picnics, grilling, or reserved events.

Rules: No pets, no glass, no food, or smoking. Children younger than 16 must be accompanied by an adult. Visitors must be accompanied by a


resident.

The Laundry Facility is located on the west end of the Cachet Apartments and is open 24/7 to residents only.

Fire Pits are located next to the volleyball and basketball courts as well as by the 265 Southridge Building. Tenants, you can obtain wood for the fire pits by visiting or  calling the office. You are responsible to put out your fire or  contact security to put it out for you at no charge.

Sand Volleyball Courts are located south of the office on Balcerzak. Three full sized courts are available from sun up to sun down. Volleyballs are available in the office and can be checked out.

Ice Hockey facilities are available on the site of the volleyball and basketball courts in the winter, weather allowing. Pond hockey tournaments are held periodically for tenants and also for all-school teams.

The Basketball Court is located on the north side of the volleyball courts.  Basketballs are available for rent in the leasing office.

Feel free to come shoot some hoops on our brand new basketball court!

Pet Friendly units include Briargate Phase 1 and Phase 2, and the Southridge 255 and 265 buildings. Preserve and Cachet buildings are NOT pet friendly. We supply free doggy waste disposal baggies for your convenience and provide a fenced-in dog park to help exercise your dogs!

MOVING IN

Along with your Resident Handbook, you will receive a Unit Condition form that you and each of your roommates need to complete the day you move in. Make note of any repairs or damages your unit may have on your Unit Condition form.

Emergency repairs need to be reported immediately (e.g., water leaks, no A/C or heat, etc.).

After filling out your Unit Condition form, you must return it to our office in order to receive your mailbox key. Every apartment will receive **one** mailbox key to share.

Except for the items specified on the Unit Condition Form, you acknowledge that your unit is in good, livable condition by signing the form at the time you initially occupy your unit.

After submitting your Unit Condition form, if repairs are needed you can expect a maintenance technician to come to your apartment to make repairs. You do not need to be home nor can you request a specified time for maintenance to enter your unit, maintenance will complete work orders in the order that they receive them.

If you have a pet, you must list it on your Unit Condition form and notify the office. (See additional information on Pets in Rules and Regulations)

Lastly, you must call the utility companies and put them in your name, as discussed in the following sections.

UTILITIES

Utilities must be put in your name the day that your lease begins, until the end of your lease, even if you choose to move out early. There will be a \$200 fine in the event that you cancel utilities before the end of the lease term. If utilities are not put in your name, the amount of the bill will be placed on your ledger together with a \$200 fine.

Residents who live in Briargate Phase 1 and Phase 2 are responsible for registering electrical service in their names prior to receiving their unit keys. Property Management staff will aid tenants in handling the registration.

Residents who live in Southridge are responsible for registering electrical and gas service in their names prior to receiving their unit keys.

Residents who live in The Preserve or Cachet are responsible for registering electrical and gas in their names prior to receiving their unit keys. Property Management staff will aid tenants in handling the registration.

Charter TV, Cable, and Phone service is available! Stop by the office to get more information. It is your choice and responsibility to sign up for these services.

Xcel Energy (electric): 800-895-4999

CenterPoint (gas): 800-245-2377

Charter (TV, cable, phone): 800-581-0081

Consolidated- (507) 387-1151

RENT AND LATE PAYMENTS

Rent is due on the 1st of every month. If you do not pay your rent, or only make a partial payment, by the 5th of the month you will incur a late fee of 5% of the balance due. An additional 3% will be incurred if rent is not paid in full by the 15th of the month.

RULES AND REGULATIONS

Rent can be paid by check, ACH (direct deposit), credit card (in office, by phone, through the tenant portal, or online), money order or cashier's check made out to the Landlord. If a check is used, **you** must include both your building number and apartment number on the "memo" line (i.e. J-37 or 245-477) of the check.

It is your responsibility to determine the amount of rent each of the tenants in your unit will pay. You can get a copy of your ledger from the tenant portal. **The office will not be able to allocate rent between tenants.**

Checks will be processed immediately upon receipt. No post-dated checks will be accepted. **Cash payments will not be accepted.**

An Individual's responsibility under the Lease Agreement is joint and several, meaning that each Resident is individually liable for the total amount of outstanding rent. Each Resident is individually liable for the total amount of outstanding rent, fees, charges, damages and fines for the unit. . Each Tenant is responsible for his or her own share, as well as the total balance of charges due from the unit.

In the event that one person pays several months in advance, it is credited to the full balance not a portion of the balance as noted previously.

Management is not responsible for settling roommate disputes regarding the allocation of, or payment of rent.

Residents are responsible for paying NSF and other charges when checks are returned. The current charge is \$50 per check returned. If a check or ACH payments are returned by a resident, that resident will no longer be allowed to pay by personal check, but must pay by cashier's check, credit card or money order.

The rental office provides a drop box for residents who wish to pay their rent outside of normal office hours. This is located next to the front door of the office.

Keys- Each resident on the Lease Agreement will receive one front door apartment key for access to their apartment. In the event you make duplicates of the key, or if persons not on the Lease Agreement have your key, you are considered in default of the Lease Agreement.

Noise- All residents must remember that living in an apartment means that there are other residents living in your same building. All residents must maintain noise levels at a respectable level 24 hours a day. Loud and unruly gatherings that result in complaints or visits from Live Active Apartments security or the City of Mankato Police Department, are in direct violation of this policy and constitute a default under the Lease Agreement. If security can hear you from outside of your apartment or security receives a noise complaint for your apartment, they will issue a warning the first time. Any resident or resident's guest found to be in violation of this policy must immediately cooperate with security or staff. Violations after the first violation constitute a default in the Lease Agreement. The City of Mankato has a no tolerance policy that penalizes the Landlord for police calls for noise complaints. Each police visit that results in a party/disturbance violation constitutes a default under the terms of the Lease Agreement.

All noise and party complaints should be directed to:

Security - (507) 625-2787

Alcohol- Consumption of alcohol must comply with all federal, state, and local laws. Kegs and alcohol containers larger than one gallon are prohibited throughout the entire property.

Smoking- Live Active Apartments are non-smoking residences. The purpose of this policy is to: 1) mitigate the irritation and known health effects of secondhand smoke to all residents; 2) reduce the cost of maintenance, cleaning and redecorating due to smoking; 3) minimize the increased risk of fire from smoking; 4) reduce the higher costs of fire

insurance. Smoking includes, but is not limited to inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product, and includes electronic cigarettes and hookah pipes. Tenants, their families and their friends shall not smoke anywhere in the unit rented by Tenant, or in the hallways and common areas of the property. Smoking is only allowed on unit balconies or patios, **with sliding doors shut**, and a metal container for disposing of cigarettes. Smoking is also allowed twenty feet from the entrance doors. All cigarette butts must be disposed of in containers provided by the Landlord, or in metal containers owned by tenants. Tenants must cease smoking on balconies in the event that a neighboring tenant complains. Landlord does not guarantee that Landlord's adoption of this policy will result in a smoke-free living environment, and efforts to designate the residence as smoke free does not make landlord liable for any damages resulting from another tenant's use of tobacco and related products. Failure to follow this policy constitutes a default under the terms and conditions of the Lease Agreement, and subjects Tenant to a \$200 fine per incident.

Parties & Guests- Security and Management have the right to disperse parties or guests that they, in their sole discretion, deem disruptive. Fines will be issued after the first infraction at Management's discretion. Non-residents are required to be accompanied by a resident at all times. Residents are fully responsible for all actions of their guests.

Approved Occupancy-the Lease Agreement lists the occupants allowed to occupy each apartment. Residents are not allowed to permit another person to stay in the apartment for more than five days. There must also be a two week (14 day) period between visits of the same guest. A violation of this constitutes a default in the Lease Agreement. In addition, any unauthorized guests who stay in excess of five days without written permission of management will be evicted immediately, and the tenant will be charged a \$500 fine. If mail is being delivered to an unregistered person, this is considered evidence of an unauthorized tenant.

Unless local law provides otherwise, everyone who lives with in your apartment must be named on your lease. Check with the office if you wish

to acquire a roommate after moving in. Only those persons listed in the lease may reside in the apartment.

Crime Free/Drug Free Housing – Each resident is required to sign a Crime Free/Drug Free Housing Addendum. Copies of the signed addendum are given to you when you move in. The use or possession of marijuana or any other illegal drugs in any unit or on the property is prohibited. Violation of this rule will result in a fine and confiscation and destruction of all paraphernalia. Fines are \$200 for the 1st incident, \$400 for the 2nd incident, and \$600 for the 3rd incident. Fines will increase by \$200 for each instance thereafter. This is also grounds for eviction.

Parking - All residents that have vehicles must register their vehicle at the office. All vehicles must display the permit issued to them on their rear view mirror. Permits are not transferable to other vehicles. Parking in our lot is available on a first come, first serve basis and is not guaranteed. Every resident is issued one permit. If you lose your permit there is a \$50-dollar fee for replacement. If you get a new vehicle or change vehicles, you are responsible for providing Management with information on your new vehicle and for switching the permit to your new vehicle.

To better accommodate our residents, we have implemented rules concerning parking. Register your vehicle with the office. If you get a new vehicle, please let us know. Keep your vehicle registered, licensed and in good operating condition. You may not use any parking space for recreational vehicles, boats, storage pods, trailers or similar non-passenger vehicles.

Tenants are allowed one vehicle.

If you are parked in the parking lot without a permit or in non-permitted spots, such as a handicap space, the lawn, in front of the dumpster, guest parking, Snow emergencies etc., you will be towed without notice at your expense. Cars without permits, unless parked in a guest area, will be towed. In operable vehicles will also be towed if left for more than 7 days.

Hookahs, Water Pipes and Flammable Devices– The use or possession of hookah pipes , water pipes

or other flammable recreational devices are prohibited throughout the entire property. A violation of this rule will result in a fine of \$200 per person, per violation, confiscation and destruction of the pipe, and constitutes a default in the Lease Agreement.

Smokers and fryers are not allowed. All gas grills, charcoal or other outdoor cooking appliances must be used at least fifteen feet from the Premises. Failure to follow this rule is a violation of City of Mankato statutes, and is a default in the terms of the Lease Agreement.

Guest Parking – It is your responsibility to inform your guests that they must **only park in guest parking areas**. Guest parking is located on Briargate Road, including the parking spots in front of the office. Guest parking closer to Southridge and Preserve is located on the street (Jaycee CT) next to the Lions Park Softball Fields. All guests staying for more than 24 hours must come to the office and get a guest parking permit. The office will not give out a new guest permit to the same vehicle or person for 5 days after expiration of the previous permit. Attempted alteration of the permit will result in the vehicle being towed at your expense.

Motorcycle/Scooter/Bike Parking- All motorcycles, scooters and bikes require a separate permit, and must be registered with the office. The permit is free. You are allowed to have both a vehicle and a motorcycle/scooter but you must park them in the same parking space as your car. The permit must be visible at all times. Any bicycles without a permit may be taken from bike racks and disposed of.

Garages – Garages are rented on a first come, first serve basis. Garage rent is \$40 per month. Space is limited. Management has the right to cancel the rental or use of a garage if there is a default in the lease, if payments are not made, or if garage doors are left open. Garage privileges are subject to change at the discretion of Management. No parking is allowed in front of garages.

If you violate parking rules, regulations, or laws your vehicle will be towed without notice. You

must pay the cost of the towing service directly in order to reclaim your vehicle.

Recreational Facilities- We want you to enjoy our recreational facilities. Only you, your occupants and guests are allowed to use the recreational facilities. You agree that you, your occupants and guests will abide by all rules and regulations for the use of the recreational facilities and that you will avoid conduct that we deem inappropriate or disruptive. You, your occupants and guests assume all health risks, and all risks of personal injury, death, property loss or other damages that may result from the use of the recreational facilities and release us from liability for injury or loss. Because we need to consider the enjoyment of all our residents, we reserve the right to deny the privilege of use to anyone for violation of any rules or policies applicable to the recreational facilities. It may also be necessary to occasionally closed facilities for maintenance.

Swimming pool-The swimming pool and hot tub are for use by the residents and their guests only. Please limit your guests to no more than two at a time and accompany them. Please understand if we ask unaccompanied guests to leave. All minors 16 years of age and less, who are in the pool area must be accompanied by an adult or a person with a lifesaving certification. People with infectious diseases, inflamed eyes, a cold, nasal or ear infections, open sores or bandages of any kind are not permitted in the pool or hot tub. Glass containers are not allowed in the pool area. Please help keep the pool area clean. Proper pool attire, such as bathing suits and swim trunks, is required. Bathing suits and swim trunks must be appropriate. Children who are not yet toilet trained must wear special swim diapers. Additional pool policies are posted by the pool. For safety reasons do not swim alone.

Care of Units and Common Areas– You must keep your unit and the common area premises clean and safe. Disposing of garbage, cigarettes, or other waste on the property is prohibited. You are expected to use the premises, the heating and cooling systems, and appliances in a safe and reasonable manner. Deliberately or negligently destroying, defacing, impairing, or removing any

part of the unit structure, the mechanical and electrical systems, and appliances constitutes a default in the Lease Agreement.

Pets- Pets are only allowed in the pet friendly buildings designated by Management. Presently, the designated pet friendly buildings are Briargate A through H, I, J and Southridge 255 and 265. ***No pets are allowed in The Preserve or Cachet. With the exception of therapy pets; prescribed by a licensed mental health professional***

All pets must be registered with the office and the owner must provide the proper vaccination, health and licensing documents as requested by management at the time the pet is registered. The pet may not occupy the unit until the documents are provided.

Residents are required to pay a \$300 non-refundable fee per dog and a \$400 non-refundable fee per cat, before moving in and a recurring fee of \$30 per month, per dog, and a recurring fee of \$35 per month, per cat, with a maximum of two pets.

Failure to register your pet constitutes a default in the Lease Agreement. If an unregistered pet is discovered by management, you are subject to payment of the \$300 non-refundable fee per dog and \$400 non-refundable fee per cat and \$30 monthly rental fee per dog and \$35 monthly rental fee per cat from the start date of your lease, together with a \$200 fine for non-registration. Pet rules and regulations are subject to change any time at Management's discretion. Damages caused by your pet will be deducted from your security deposit, or paid by you directly, if requested by Management. All dogs must be registered with PooPrints DNA.

Visiting pets are not allowed!!!!

Your pest/assistance animal must always be on a leash and under your control when walking through the lobby of the building and throughout all other common areas in the building, including hallways and parking areas. Never leave your animal on the balcony or patio unsupervised or while you are away. You are responsible for any damage and injury your animal may cause. If, at any time, we believe your animal is annoying bothersome, a nuisance, or a threat to any person or animal, we may require you to remove it from the property.

Garbage - All garbage and trash must be properly bagged and disposed of in the designated dumpster. If trash is found anywhere besides the dumpsters (e.g. balconies, hallways, parking lot, etc.), you will be fined. The following items cannot be placed in the dumpster: furniture, TVs, oil, batteries, tires, microwaves, hazardous waste, and other electronics. If you do not know if an item can be placed in the dumpster, ask the office. A violation of this rule constitutes a default under the Lease Agreement and will be subject to fines as follows: garbage or debris not placed in dumpster-\$50 for the 1st instance, \$100 for the 2nd, \$150 for each incident thereafter.

Speed Limit – The speed limit on site is 15 MPH. Anyone exceeding 15 MPH, driving recklessly or dangerously will be fined \$100 the first time; \$150 the second time and \$200 the third time. After the third time parking privileges are revoked. The determination of driving speed is based solely on the judgement of management and security.

Snow Removal - In the event of snowfall, please be aware of the snow plowing schedules. It is your responsibility to inform your guests. Notices are posted and/or given to each apartment, posted on social media, and sent via email and text message. Check with management if you are in doubt or have any questions.

Pests- Prior to your occupancy of the unit, Management Staff, licensed by the State of Minnesota in pest control, made a thorough inspection of the unit to confirm the absence of mice, insects or bed bugs. If at any time during your tenancy, you discover evidence or see mice, insects or bed bugs, you must notify the office immediately. When taking possession of the unit, you and the other occupants are responsible for notifying Management of the presence of these pests immediately upon taking possession. If bed bugs are discovered while you are in possession of the unit, you are responsible for all treatment charges, *to be paid immediately*, and any subsequent treatments. If you receive treatment and later transfer to another unit within the complex and transfer the bed bugs, you are again responsible for all treatment charges. All residents must fully

cooperate with Management's requests regarding pest or bed bug eradication. The method of treatment and the selection of the vendor are at the sole discretion of Management. Failure to cooperate is a default under the terms of the lease. **Payment for the cost of any pest control treatment is due immediately upon receipt of the bill. Refusal of payment is a default in your lease.**

Destroyed or Unfit Apartment – If the apartment is damaged or unfit to live in, due to any cause, management may cancel the lease agreement immediately and may choose not to rebuild/restore it.

Unit Damages-Tenants are responsible for all losses, costs or damages caused by their willful or irresponsible conduct, or by that of a guest or other person occupying or invited into their apartment. Tenants are responsible for the following:

1. Damage to sewage drains, water pipes, and bath and kitchen appliances. Landlord ensures that the unit's sewage drains, water lines and kitchen and bath appliances are in good working order when the Tenant first occupies the unit. Tenant agrees not to dispose of the following in sewage or drainage lines: paper diapers, rags, sanitary napkins, children's toys, large wads of toilet paper, paper towels, facial tissues, balls of hair, grease, oil, table scraps, clothing, sand, dirt, rocks, newspapers, and any other foreign objects.
2. Screens and windows
3. Doors
4. Carpet
5. Floor tile or coverings
6. Walls
7. Cabinets
8. Kitchen appliances
9. Furnaces and air conditioning units
10. Light fixtures and outlets
11. Washer and dryer

Tenants agree to maintain and keep the interiors of their apartments clean and in sanitary condition. In the event that damages occur, Tenant agrees to pay Landlord the cost of the damages as soon as billed. Landlord is not under any obligation to repair cosmetic damages until the term of the lease has

expired. Live Active will do quarterly health and safety inspections on each unit.

Renters Insurance – Management is not responsible for damage to your belongings caused by acts of nature, leaks, storms, illegal entry, or any other reason. Management is not responsible for your vehicle. Renters insurance and auto insurance are recommended but are not required to obtain insurance.

Roommate Disputes- Arguments or disagreements between roommates do not invalidate the lease. Management is under no obligation to break or alter the lease for roommate disputes or for any other reason. Resolution of roommate disputes is solely the responsibility of the tenants.

Subleasing If you wish to change or add roommates, for any reason, you have the option of subleasing to the new roommate. To do so you will need to contact the office to initiate the process. You, other tenants(s), and your sub-lessee will all need to complete paperwork in the office and pay all fees that apply (\$250 lease change fee, plus any other fees that apply). There are rules on how long the sub-lessee must occupy the apartment, so please contact the office for those details. The roommate leaving the unit will be liable for unpaid rent and all other terms and conditions of the lease until the end of the lease term, and will not have the security deposit refunded until the end of the original lease term.

Eviction- If you are evicted for any reason you must move out on or before the date demanded by Management.

Modification Agreements Due to Special Circumstances – Management may make exceptions to lease terms and conditions if "special circumstances" exist that may warrant and exception in the sole opinion of management. All modification agreements must be in writing. Modification agreements must be agreed upon and signed by all tenants and management. Oral agreements will not be honored.

Management's Right to Enter- Management and its authorized agents may enter the apartment for a

reasonable business purpose including: inspections, improvements, maintenance, repairs, apartment showings, suspected lease violations and suspected vacancies. Under Minnesota State Law, we will make a good faith effort to give tenant reasonable notice of intent to enter. Management may enter a unit without notice to enter if there is an emergency due to maintenance, building security or law enforcement, to determine a tenant's safety, for normal business purposes and in instances where compliance with local ordinances regarding unlawful activity is needed.

FINES AND CHARGES

All fines set forth in this Resident Handbook or in the Lease Agreement must be paid within five days of being assessed and billed by the Property Management office.

The following lease violations or activities will result in fines as indicated below:

- Smoking in unit or hallways-\$200 per 1st incident, \$300 for 2nd incident and \$400 for 3rd incident. Fines will be increased \$100 per incidents thereafter.
- Unauthorized bidets-\$200 plus damages per incident
- Use of hookah pipes or possession or e-cigarettes-\$200 per incident, per person, per violation and confiscation and disposal of the hookah pipe or e-cigarette
- Garbage or debris not placed in dumpster-\$50 for the 1st instance, \$100 for the 2nd, \$150 for each incident thereafter.
- Utilities not registered in tenant's name at the time of occupancy-\$200 per incident/per vendor
- Utilities cancelled prior to the end of the lease term-\$200 per vendor
- Not disposing of pet waste-the cost of DNA testing plus fines of \$200 the first time; \$300 the second time; and \$400 thereafter.
- Dogs barking-will be required to have a bark collar after the 2nd warning. Failure to obtain and use a bark collar will result in

management providing one and you will be charged the cost of the collar and a \$150 fine.

- Pets unattended or staked outside-\$50 first time; \$100 second time; \$150 thereafter
- Parking Permits are \$10. Replacement parking permit is \$50.
- Damaged parking permit-\$10 if you bring in the old one.
- Replacement of mail or apartment key-\$25 per key
- Door lock change-\$75
- Door opening after office hours-\$25
- Unregistered pet-Dog-\$200 + backdated monthly pet fees to beginning of lease and annual pet fees.
- Use of gas or charcoal grills within 15 feet of the property-\$50 1st Incident, \$100 2nd incident and \$150 for each incident after.
- Beds in the apartment in excess of the number of registered tenants-\$100 per bed (this includes pallets, Mats, etc.)
- Storing items in the mechanical room. Warning the first time. \$50 for 2nd instance and \$100 for each instance thereafter.
- Nosit/disruptive behavior- Warning the first time. \$50 for 2nd instance and \$100 for each instance thereafter.

If management brings a legal action against a resident, the resident must pay all attorney's fees, collection cost/commissions, other legal fees, and expenses incurred by Management, including fees paid to collection and to the court. These fees will be due and payable even if rent is paid after a legal action is commenced, but before the court hearing.

PERSONAL SAFETY

Neither owner nor Management warrants or guarantees the safety or security of residents, occupants, or guests. Following is a list of Suggested guidelines. This is not meant to be a complete list and management assumes no responsibility to provide a complete list. Please abide by the following guidelines:

1. **Keep your door locked at all times, even when you are in the unit.**
2. **Don't answer your door if you don't know the person.**
3. **You are responsible for taking all necessary precautions during adverse weather conditions.**
4. **Do not store any items in the furnace room. This is a fire hazard and a violation of city codes.**
5. **Do not block doors, balconies, or windows with personal property or other items.**
6. **Do not tamper with gas or water lines that are exposed.**
7. **Never leave candles burning unattended.**
8. **Turn off stove tops and ovens when not in use.**
9. **Turn off all faucets, and showers when not in use.**
10. **Always turn off ranges, ovens or stove tops when unattended.**
11. **Do not leave windows open when not in unit.**
12. **Tornado shelters for Southridge, Preserves and Cachet are the hallways on the lower level. Briargate 1 & 2 are the lower levels of Briargate 1.**
13. **Fire evacuation plans- Please exit your building using the closest exit and remain clear of the building until fire department lets you back in.**

Residents with disabilities.

We are firmly committed to the principles of Fair Housing and the need of residents who are disabled. If you or any occupant in the apartment, as a result of such disability, require an accommodation to our rules, practices, services, or a physical modification to the apartment, the common areas in the building or on the community grounds, please contact the leasing office for assistance.

Q & A's

Q- How do I make a maintenance request?

A- Through your tenant portal or call the office

during office hours, office staff will submit a maintenance request for you-(If it is an emergency you must call immediately even if it is outside of office hours. Our answering service will contact maintenance for you.) Office – (507) 625-2787 You may also submit work orders online at www.liveactiveapartments.com

Q- Why do you need my email address and phone number?

A- A current email address and phone number is required to be on file with our office in order to send out rent notices, and any other notice regarding parking, snow and other emergencies, events, etc.

Q- My smoke detector is beeping, what do I do?

A- Do not dismantle the detector, you need to replace the battery or call the office and submit a maintenance request.

Q- Do I need to bring a shower curtain?

A- Yes, shower curtains are not provided. If you fail to install a shower curtain you will be charged for damage to the apartment and/or to surrounding apartments if there is damage from water intrusion.

Q- What can I have on my patio, landing or balcony?

A- Outside furniture. Patios, Landings, and Balconies are not intended to be a storage site for your personal belongings. NO trash, banners, grills, satellite dishes, stuffed furniture, bikes, alcohol and drug related objects, out of season holiday decorations, etc.

Q- Where can I smoke?

A- Smoking is allowed only on balconies, patios and twenty feet from a building where a company-provided butt disposal container is provided. You may not smoke in any apartment, in common areas, or in hallways. The patio doors must be shut when you are smoking on the patio or balcony. When smoking on the patio or balcony, you must dispose of "Butts" in a metal fireproof container.

Q- Can I paint my apartment?

A- No.

Q- Where can I grill?

A- Grills must be 15 feet away from the building. Grills are not allowed to be used on balconies, patios or landings.

Q- Where do I store my bicycle?

A- All bicycles must be parked in bike racks provided, or inside the apartment unit. Bikes locked to trees, light poles, interior hallways, etc. will be removed and stored. There will then be a \$25 storage charge. All bikes must have permits.

Q-Can I mount my TV on the wall?

A- No. Maintenance can mount it for you for a \$30 fee. If you mount your TV yourself, you will be charged for damages. TV wall mounting is only allowed in Cachet and Preserve.

Q-Can I get a satellite dish?

A- No sorry, cable only.

Q-What do I do if I am having a get-together and it gets out of hand?

A- Call security! Security is provided as a courtesy patrol to help all residents.

Q- I am leaving for the Holidays; can I turn my thermostat off?

A- Absolutely not. Turning your thermostat off may lead to pipes freezing and bursting. If this happens, you will be liable for any damage to your apartment and to surrounding units. You may, turn it down to no lower than 60 degrees.

Q-What can be deducted from my security deposit?

A- Charges for damages, breakage, removal of items, unpaid fines, unpaid utilities, other unpaid charges, unreturned keys, not cleaning your apartment prior to moving out, collection costs and fees, etc. If you deduct your security deposit from your last month's rent, you will be liable, under Minnesota Law, for the deposit and a fine of \$500. When moving out you must provide a forwarding address to the office in order to receive your full or partial deposit refund, your rent credit form and a statement of deductions. You must arrange with the Post Office to have mail forwarded.

MAINTENANCE 101

Garbage Disposal - When using your garbage disposal, always have the water running. Water cleans the working parts and keeps them in working order. Do not cram the disposal tight, as this may destroy it. Never put metal, glass, stoneware, carrot & potato peelings, rice, bones, hard objects or your hands in the disposal. The garbage disposal is intended for small food particles only. If something is jammed, please submit a maintenance request.

Toilets –Management will provide you with a plunger to use. If your toilet is clogged, you must first try to unclog it yourself, using the plunger. You should call Maintenance only if you cannot get it unplugged or if it overflows. Maintenance can and may refuse to come into your apartment if there is a safety or health issue that you have caused.

Dishwasher – Use proper dishwasher soap only. Dish soap will cause flooding. Do not use the garbage disposal when the dishwasher is on, as they share the same line and items from the garbage disposal will travel into the dishwasher.

Oven Self-Clean–If you have a range with an oven control pad, remove the rack and then press clean. The clean time will be displayed. Press start. The door will latch automatically. After the self-clean cycle, you cannot open the door until it's cooled to a safe temperature. The oven control will indicate when the door unlocks. After a clean cycle you may notice some white ash in the oven. Remove the ash using a wet sponge.

Fire Prevention-We urge you to make a regular inspection of your apartment for potential fire hazards. Please take the following precautions to help eliminate fire hazards. Immediately replace worn or frayed cords. Rearrange your unit to avoid using extension cords or overloading one outlet. Do not leave food cooking on the stove or in the oven unattended
In case of fire, call 911 first, and then when you are safe, call the office.

Walls- Other than hanging pictures, you may not decorate, install any fixtures, major appliances,

devices, or signs, or make alterations, additions to your apartment without our permission.

Floors/carpeting- Care and maintenance of your carpeting is your responsibility. The carpet should be vacuumed frequently. If you have spots on your carpet call the office first before attempting to remove them and we will suggest the best method. Tile floors should be cleaned with mild soap and water. In the event your floors and carpets are not properly maintained, Live Active may hire a cleaner and bill it to you.

Lights- All lighting fixtures are in good working order when you move in. It is your responsibility to replace light bulbs.

Balconies, Patios, Hallways, Breezeways and Stairways- Please keep all balconies, patios, hallways, breezeways and stairways free of items such as furniture not intended for outside use, mops, rugs, and towels. Do not hang flags or other items from balconies or windows. Installation of free-standing screens and awnings on balconies or patios is not permitted. At our discretion, we reserve the right to require you to remove any items from your patio/balcony or any common area such as hallways, breezeways, and stairways, etc. Fire regulations require hallways, breezeways, and stairways be always kept clear. Do not use these areas for storage.

Mold and Mildew Prevention-It is our goal to maintain the highest quality living environment for our residents. To help achieve this goal, it is important to work together to minimize mold and mildew build-up in your apartment. You can help by taking the following actions. Open window frequently to allow air and sunlight in when the weather is dry. It may help to run the fan on your furnace to circulate fresh air throughout your apartment during these times. Move large objects such as beds just a few inches away from the inside of the exterior walls to provide good air circulations. Leave bathroom doors open after usage.

RENEWING

Lease Renewals will be offered as early as October. Be aware of lease renewal policies. Remember to renew before it's too late! You must sign a renewal lease by the given renewal deadline or your apartment will be offered to the general public.

MOVING OUT

Move out information packets will be issued to all residents not renewing their leases prior to move out. If there are any questions regarding your move out including; cleaning, charges, keys, deposits, or anything else, ask the office.

Early move outs – Residents who choose to move out and/or move their belongings out early are still responsible for paying all of their rent, utilities and/or other charges until their lease term is over. Discontinuance of utilities prior to the end of the Lease Agreement will result in a \$200 fine and payment of the amount of utilities due for the balance of the lease. This may negatively

Residents who move out and do not pay utilities and/or other amounts due under the Lease Agreement risk third party collection efforts, which will increase the cost and the amount due from the Resident. This may negatively affect your credit, rental references, employment opportunities.

HELPFUL PHONE NUMBERS

Office – (507) 625-2787

Security – same as office

Maintenance- same as office

Excel Energy: (Electric) (800) 895-4999

Charter: (Cable/Internet) (800) 581-0081

Mankato Police Department: (507) 387-8770

Consolidated Communication: (507) 387-1151

EMERGENCIES: Call 911

Thanks again for choosing Live Active Apartments for your new home! We hope that everyone follows the rules in this Handbook and the Lease to help make our community an enjoyable place to live! We look forward to working with you!