



730 North Jefferson Street
Jackson, MS 39202
(601) 948-3460 · fax (601) 948-3490
www.BelhavenResidential.com

The following pages are Lease Addendums indicating company policy and our expectations of you, the Lessee, in addition to services for which we will provide to you. Please read these pages carefully, as they are a part of your lease contract and are legally binding.

PAYMENT POLICY

1. Rent is due on the 1st of the month. You are given an opportunity to pay rent without a late fee until 5:00 pm on the 5th of the month. Any rent received after 5:00 pm on the 5th of the month will be considered late and your account will be charged a \$50 late fee.
2. You may pay your rent by check or money order by mailing it to our physical address or bringing it to our office. We have a RENT drop box for your convenience. You may also pay online at www.belhavenresidential.com using your checking account or credit card. The first time you sign up for your account, you will need to enter the following info: Acct # _____ Phone # _____ and Last 4 of SSN _____
3. When you submit payment, please fill out your check or money order completely and clearly label your address so that your account will be credited properly.
4. No partial payments will be accepted on your account. This includes roommates who pay with separate checks. Please submit payments at the same time. Any portion of rent overdue will be treated in the same manner as full rent overdue.
5. If a check is returned for insufficient funds, the resident will be responsible for a NSF fee of \$35.00 and a \$50.00 late fee. All returned checks must be paid with a money order or cashier's check. After two (2) returned checks, rent payments will only be accepted in the form of a money order or cashier's check.
6. If rent has still not been paid by the 10th of the month, we will begin the eviction process. The courthouse will charge \$65 for the first tenant and an additional \$10 for each other lessee and/or cosigner. The resident is responsible for paying all fines and fee associated with the eviction process. If rent is not paid by the court date, the judge will grant us a judgment for the amount we are seeking. You will then have 5 business days to pay entire amount or we will file a Warrant of Removal (\$50). Once we have filed for a Warrant of Removal, you have 3 days to remove your belongings from the property or a constable will arrive and authorize management to put your belonging on the city curb.
7. Any unpaid balances will be turned over to a collection agency and a garnishment of wages will be filed immediately.



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MAINTENANCE

1. Periodic Inspections: We conduct quarterly inspections in which we enter your unit to inspect the a/c filter, check the smoke detector, inspect the fire extinguisher, and check for water leaks. Although it is our current policy to inform you before these quarterly inspections, please be aware that they can occur whenever management deems it appropriate. If our visit is unannounced, two staff members are required to go together.
2. After one week of signing your lease contract, we expect you to complete the following maintenance issues at your own expense:
 - A stopped up toilet that requires a plunger or auger
 - Replace light bulbs, including the bulb outside your front and/or back door
 - Replace the battery in your gate clicker
 - Tighten with a screw driver loose cabinet hinges or knobs
 - Replace the heat and a/c filter every month
 - Minor pest or bug issues
3. The sewer lines are old and sensitive. You can be held liable for the expense of the improper use of the sewer system. Do not pour oil or grease down the sink. You should use the garbage disposal for only small amounts of food. Never flush tampons, wet wipes, diapers or any item other than human waste and toilet paper. If you improperly dispose of items and this causes a plumbing problem, you may be held financially responsible for the plumber's labor and materials. Please see our Maintenance Charges for standard rates and fees.

AFTER HOURS EMERGENCY CALLS

If you ever experience a life-threatening emergency, please dial 911. Management has given all nearby emergency agencies gate codes and pertinent phone numbers for management, but we encourage you to also give the 911 dispatcher any gate codes needed to access the property.

Our staff is equipped to deal with maintenance issues 24 hours a day. Please call our office phone number at (601) 948-3460. An automated answering service will pick up. Listen carefully for the correct directory and then leave a message. Please understand that we may not be able to handle all of these maintenance issues in-house and that we will be at the mercy of a hired vendor. The following items will be treated as a maintenance emergency:

- Loss of electrical power: If all power is out, we encourage you to call Entergy first. If power is out at multiple units or out at your unit due to non-payment, you will be charged for the maintenance tech's time.



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- Loss of water supply
- Loss of hot water
- Natural gas smell
- Major water leak including, but not limited to, a busted water heater or a large amount of water leaking from an upstairs unit or from your own plumbing pipes
- Significant damages caused by fire, flood, or high winds
- Broken door or window locks; inability to gain access or to lock doors. (A lock-out fee will cost **\$50.00** and the fee is due to the maintenance tech at the time of the incident. Should the maintenance tech be unable or unwilling to assist you, you should call a lock company to assist you).
- Unable to heat rental unit when outside temperature is below 70 degrees or unable to cool rental unit when outside temperature is over 80 degrees.
- Sewage stop-ups. If you have more than one bathroom, the call will be deferred until the next business day.
- Non-functioning refrigerators.

BED BUG ERADICATION PROCEDURE

Bed bugs have recently been a national concern and problem. We have a written policy for dealing with an infestation. If your apartment becomes infested with bed bugs, please let us know the first business day following the discovery of bed bugs. You need to implement the following actions immediately in order to rid your apartment of the infestation:

- Move all furniture 1.5 feet from the walls in all rooms.
- Remove from unit all personal/sensitive items (e.g. clothes, toys, plants, etc.), leaving furniture.
- Place all clothing, linens and other personal effects, which are to be treated separately, into plastic bags. Such items should be cleaned/washed, dried or heat treated at 130 Degrees Fahrenheit for 1 hour or fumigated before returning to the treated unit.
- Remove from mattresses all bed coverings, blankets, comforters, sheets, etc, and clean/wash according to above instructions for treating clothing and personal effects.
- Remove from furniture blankets, linens, pillows, etc. and clean/wash according to above instructions for treating clothing, personal effects and bedding.
- Place infested mattresses and box springs in bed encasement prior to treatment. You can buy a zipped mattress encasement at www.bedbugsupply.com.
- Wrap infested items you wish to discard (mattresses, box springs, blankets, etc) in plastic before removing them from the unit so as to prevent the spread of bed bugs to



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other units and areas of the community. Once removed from the building, destroy infested items and have it hauled away from the property immediately.

- Unplug all electronics.
- Steam clean all surfaces (e.g. floors, carpets, upholstered furniture, etc.). You can rent a steamer or hire a professional carpet steam cleaning company. If you vacuum your apartment, dispose of the vacuum bag immediately. Bed bugs can live in the vacuum for 7-8 months.
- Vacate the unit prior to the arrival of the pest management professional; plan to return no sooner than four hours following treatment.

In addition, our company requires you to hire a professional pest control company to treat the unit within 48 hours of the initial discovery of an infestation. We can recommend a company with whom we have had success and can also help with scheduling your first treatment. You will be responsible for the invoice for all treatments to your own unit.

Please understand that a bed bug infestation is a serious problem and can result in neighboring apartments becoming infested. If you fail to follow our written policy, you can be held liable for your infestation traveling to other apartments, and we will attempt to collect from you the charges incurred by us for the bed bug eradication.

GARBAGE DISPOSAL

We work hard to keep our properties clean and trash free and take pride in the condition of our property. We require that you respect the property and your neighbors by keeping the property clean and disposing of trash properly. If we witness you or your guest(s) littering, your account will be fined \$100 per incident.

If you live at Belhaven Springs, 645 Rio Street or 1121 Moody St, you are required to take trash to the dumpster. We have provided dumpsters on the property for your use. NEVER set your trash outside your door (front or back) for any reason or any period of time. If you do so and it is documented, you will be fined according to the Improper Garbage Disposal Fines.

Improper Garbage Disposal Fines: If you leave a garbage bag by your door and it should not be there, our groundskeeper will remove the bag and you will be charged a \$25 fine per bag per incidence for the first two occurrences. The third occurrence will result in a \$50 fine. The fourth occurrence will result in a \$100 fine and all future fines will be at a rate of \$100/incident.



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Belhaven Gardens, Belhaven Heights, Pagoda Village, Crescent Corner, 917 Harding Street, 805 Madison: Our groundskeeper will pick up your trash twice a week. Please put your trash outside your front door early **(6:00am-8:00am) on Tuesdays and Fridays ONLY**. If trash is placed outside your door or in a community area (laundry room, etc) on any other day, our groundskeeper will notify the office and you will be charged an Improper Garbage Disposal Fine in accordance to the description above. The groundskeeper will only pick up household trash (no furniture, tires, etc) and will only pick it up if it is properly enclosed in a trash bag. If you must get rid of trash before your regularly scheduled pick-up day, you may take your trash to our dumpsters located at our other locations. Please call the office for the location of one of our dumpsters. If you pay a city water bill, you should take your garbage to the street on pick-up days. You need to purchase a garbage container and take the container with properly bagged garbage to the curb on garbage day. Per City Code, do not leave the container by the curb overnight. If you do not follow City Code regarding garbage disposal and management must intervene, you could be fined \$25/occurrence that requires management and our groundskeeper’s intervention. The third occurrence can and will result in a \$50 fine. A fourth and every occurrence thereafter can and will result in a \$100 fine/incident.

GATED ACCESS

Some properties have gated access. It is important that you understand how to work the access gate and gate system. You may purchase a new automatic gate opener at the office for \$30.00. Belhaven Residential will not be held liable for any damages caused to vehicles or persons trying to enter or exit the gate. It is the resident’s responsibility to inform guests how to properly use the gates. If you or your guests cause damage to any part of the gate, you can and will be held liable for our vendor charges to fix and/or repair.

Please advise children not to climb or play on or around the gates.

At times, the gates will malfunction. We use a contractor to repair the gates, and we are at the contractor’s mercy with regards to when the gate can be repaired and whether a part has to be ordered to repair the gate. Sometimes, when the gate does not function properly, we must leave the gates in an open position so that residents can access the parking lot. If your code does not work, or if the gate is not operating properly, please contact the office at (601) 948-3460.

Gate Code: _____



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COURTESY OFFICER

If you want to complain about a neighbor’s noise level or if you see someone or something suspicious on the property, please contact our office phone number and leave a message for our Courtesy Officer who will be immediately notified. If a Courtesy Officer does not respond in a timely manner, you should contact the Police Department.

PET POLICY

Except as expressly set forth herein, the Lessee shall not keep or harbor in or about the premises any animals or pets of any kind, including but not limited to dogs, cats, birds and marine animals. The Lessee may, however, upon payment of a non-refundable pet fee and a pet deposit in the amounts referenced below, keep a pet under 45 pounds.

Total pet deposit required is \$400. The pet fee of \$200 shall be non-refundable. The remaining \$200 shall be refundable, if in the opinion of the Lessor, no damage has been caused by the pet. Lessee acknowledges that the non-refundable amount is reasonable and agrees that the Lessor shall not be required to refund the non-refundable pet fee in whole or in part. In the event that a pet or pets are permitted, pursuant to this section, the Lessee agrees to reimburse the Lessor for any primary or secondary damage caused thereby, whether the damage is to the premises or to any common areas used in conjunction with them, and to indemnify the Lessor from any liability to third parties, which may result from the Lessee’s keeping of such pet or pets.

Maximum weight limit of any pet is 45 pounds. Aggressive breeds (Rottweiler, Pit Bull, Chow, Doberman, etc.) or exotic animals are not allowed.

_____ I do NOT have a pet at this time.

_____ I do have a pet.

Type: _____ Weight: _____ Pet’s Name: _____

Rules Regarding Pets:

- Pets must be restrained with a leash and accompanied by Lessee at all times when outside of the apartment.
- Pets are not to be left on patios or balconies without the accompaniment of the Lessee.
- If your property has a designated pet area, your pet must use only that area to eliminate waste. You are required to clean up after your pet(s) and properly dispose of the waste at all times. Failure to clean your pet’s waste will result in a fine of \$50. Failure to do so on a 2nd offense will result in a \$100 fine. Failure to do so a 3rd time will require you to permanently remove the pet from our property.
- Pets are not allowed in the property laundry rooms or the Management Office at any time.



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- Pets should not interfere with neighbors' peaceful enjoyment of the community.

The Lessee shall remove any pet previously permitted under this Addendum within twenty-four (24) hours of written notification from Management if the pet creates a nuisance or disturbance, or is, in the Lessor's opinion, undesirable. If the pet has to be removed pursuant to this section, the Lessor shall not be required to refund the non-refundable pet fee; however, the Lessee shall be entitled to a refund of the pet deposit within 30 days and upon inspection of the apartment by Management.

GENERAL RULES AND REGULATIONS

1. OCCUPANCY: Occupancy of your apartment is limited only to those specified at the time the lease and application are signed. The resident shall be responsible for reporting any anticipated change in occupancy for the approval of Management
2. GUEST: All residents are responsible for the conduct of their guests. Notify Management when you have family or friends visiting for more than seven consecutive days. For security reasons, we want to know who is in and about our apartment community. If you have a family or a guest arriving at a time when you cannot be at home and wish Management to let them into your apartment, you must contact Management and advise us in writing. Otherwise, we will have to courteously refuse them access to your apartment.
3. PLAY AREA: Children must not be permitted to run and play in the foyers, on stairs, or on the balconies. Children's bicycles, tricycles, etc. must not be abandoned on the sidewalks throughout the property. These toys present a hazard to the Residents in our apartment community. Residents are responsible for the actions of their children, guests and guests' children. Children shall play in designated areas only, if available. The Manager does not provide supervision and is not responsible for any damages or injuries sustained while using these facilities.
4. LOCKS: A request to change your locks will result in a service charge of **\$50.00**. There is a **\$10.00** charge for each lost key. You are prohibited from adding, changing, or in any way altering locks installed on the door of your apartment. We are required to have a key to your unit in the event of an emergency.
5. ENTRANCE, HALLWAYS, WALKS, AND LAWNS: Entrance, hallways, walks, lawns, and other public areas shall not be obstructed or used for any purpose other than entering or exiting. Chairs, furniture and/or potted plants may not be allowed on walkways. These may present a hazard during a time requiring an emergency exit.
6. PERSONAL PROPERTY: Landlord/Management is never, under any circumstance, responsible for your personal belongings. For instance, if your refrigerator malfunctions, we will gladly repair the refrigerator but cannot and will not be held liable for any spoiled food. If a roof leaks, we will repair the roof and ceiling, but



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cannot and will not be held liable for damaged personal property. You are STRONGLY encouraged to retain a Renter's Insurance Policy.

7. **SPEED LIMIT:** The maximum speed limit throughout the community is **5 MPH**. Please drive carefully.
8. **PARKING FACILITES:** Management reserves the right but shall have no obligation to control the method, manner and time of parking in the parking spaces and to control and limit the entry upon the premises by agents, messengers, delivery men, solicitors, salesmen, or any person not a Resident or his family, who seek to enter upon the premises, to the end that there be a minimum of traffic and confusion in and around the premises. Please note the following:
 - a) Covered parking is reserved
 - b) Carefully park between two stripes
 - c) Do not empty ashtrays on parking area
 - d) Do not discard of cans, drink containers, fast food trash, etc into the parking lot
 - e) Never park in the middle of the parking area, never block the flow of traffic or block parked cars
 - f) Always observe any restrictive parking signs
 - g) Our Parking Lots are not to be used for abandoned or inoperable vehicles. They will be TOWED AWAY at the Owner's Expense. Automobiles should not be parked on the grass.
9. **LOCK OUTS:** If a resident finds it necessary to have authorized personnel unlock apartments after hours they will be charged a fee of **\$30.00**, payable at time of entry. If this service is not available on the property, it will be necessary to call a locksmith and the Resident is responsible for locksmith fees.
10. **BLINDS:** Management does not provide blinds in single-family houses. In apartment units, bed linens, towels, tin foil, flags, reflectors films, etc, are not acceptable window coverings. You are required to keep your blinds in good condition. Torn or damaged blinds will be replaced regardless of your consent and your account will be charged for the materials and labor.
11. **UTILITY HOOK-UPS:** Utilities (phone, cable, etc) may be placed at previously wired locations provided by the utility company. Additional drilling, cutting, or boring for wires is not permitted without written permission from Management.
12. **GRILLS:** Grills pose a serious fire liability and are not permitted to be used within 10 feet of any structure. Any fire that results from the illegal and improper use of a grill will be your personal liability and you will be responsible for the damages and costs of any and all displaced families. Additionally, if you are caught using an illegal grill on our property, you will be fined \$100 for this infraction. Any grills left on walkways or balconies will be confiscated by management and disposed.



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13. WATER BEDS: Waterbeds are subject to Management's prior written approval. Resident must take out an insurance policy on the water bed, and Resident will be responsible for all damages involved.
14. ANTENNAS: Radio, television, and C.B. aerials shall not be placed or erected on the roof or exterior of building.
15. PATIOS: All patio or balconies must be kept clean and clear of storage items. NEVER hang clothes, garments, rugs or rags over walkway or patio railing. Patios or balconies should not be used for anything except patio furniture, flower boxes and plants. For safety, please do not place plants on balcony railings.
16. PETS: Pets are only allowed with Management's approval and the execution of a Pet Addendum. An additional deposit will be required. The pet will be required to wear an ID tag with Resident's name and apartment numbers on it. Any pet not accompanied by Resident and not wearing ID tag will be picked up by the Dog Pound. The entire deposit may be applied against damages to the apartment in the event of default by Residents under the Lease Agreement. You are also required for picking up and properly disposing all dog waste.
17. ALTERATIONS: No apartment alterations such as painting, etc, will be allowed without Management's prior written approval.
18. DAMAGE: You will be responsible for all damages to your apartments beyond normal wear and tear. Special caution should be exercised when using an iron, when smoking cigarettes, when watering potted plants. You can also be held responsible for damages to your unit or the unit below you if cause by an overflow from drains or plumbing due to neglect of person(s) using the apartment or washing machines and/or dishwashers left un-attended that end up causing damage.
 - a) If any employee of Lessor/Management renders any other services such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning the rented premises, package delivery or any other service for or at the request of Resident, his family, employees or guests, then for the purpose of such service, such employee shall be deemed the agent of Resident regardless of whether or not payment is arranged for such service, and Resident agrees to relieve Lessor/Management and hold Lessor/Management harmless from any and all liability in connection with such services.
 - b) Rules and regulations specific to this apartment complex are attached hereto and made a part hereof by this reference.

SECURITY DEPOSIT AGREEMENT

Release of the security deposit is subject to the following provisions:

1. The standard security deposit is \$250.00. \$50.00 is immediately reserved as a non-refundable redecorating fee. Only \$200 will be refundable at the time of move-out.



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2. The security deposit may NOT be used as the last month's rent. No exceptions to this rule.
3. When you decide to move, you must give management a written notice 30 days prior to your move-out.
4. For a full refund, you must remove all debris, rubbish and discard all personal items from the premises. You must leave the premises clean, undamaged, and follow all check out procedures in the lease.
5. If there is no outstanding balance on your account for rent, water, termination fee, notification fee, damages, cleaning, etc, the refundable portion of the deposit will be issued in full within 45 days. If a partial deposit is returned, a ledger will be provided showing move-out charges and allocations.
6. If the lease agreement is not fulfilled, the deposit will be forfeited.
7. Pet deposit is \$400. \$200 of that deposit is non-refundable, and the remaining \$200 is refundable if there is no evidence of pet damage and a pet treatment to the carpet is not required. If there is an unauthorized pet in the unit, regardless of how long it has been there or whether you are keeping the animal temporarily, you will be charged an \$800 pet violation charge. If you decide to get a pet after your move-in date, you must notify the office the first business day thereafter.
8. Please leave a forwarding address so that management can mail you a refund check along with a ledger showing your charges and payment history with us.

By signing below, you acknowledge that you have read and understand the addendums and rules (page 1-10) set forth in the above pages which you agree to follow at all times. You also promise to assist management as much as possible in ensuring that other tenants and guests follow these rules.

Signature/ Date

Signature/ Date