

Resident Handbook



Miloff Aubuchon Realty Group *A Division of Team Aubuchon*

*This handbook is for properties managed by Miloff Aubuchon Realty Group.
If your property is privately managed, please contact the
individual owner for management details.*

**Please Keep In A Safe Place For Reference*

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OUR PERSONAL MESSAGE TO YOU

Welcome to Miloff Aubuchon Realty Group.

Congratulations on the selection of your new residence! Welcome to the Lee County area and to your new association with Miloff Aubuchon Realty Group Inc., a real estate division of The Aubuchon Team of Companies. Please note our office location:

1314 Cape Coral Parkway East, Suite 102
Cape Coral, FL 33904
Main Phone: 239.541.3735

We want to make your association with our firm a pleasant experience and hope you will look to us for all your real estate needs. **Team Aubuchon offers services to help with all your home buying and homebuilding needs, including leasing, resales, new home construction, interior design and title services.**

The home you are leasing may also be available for purchase. Should you decide to make this area your permanent home just call our office. We would be happy to help you find that special place just for you.

We look forward to a pleasant relationship and a happy leasing experience. Please take advantage of the many opportunities to enjoy the beautiful and friendly Southwest Florida area.

This Handbook Is To Help You.

In the excitement of moving, we want to be certain you are aware of the instructions and requirements of the lease. This handbook was written to be used as a reference for you. Place it where you can easily find it. Before calling the office, look to see if the answer you seek is here. If you find something you think would be helpful to others, but is not included, please notify your Property Manager. We are always looking for additional ways to serve you.

Looking for a Property Manager?

If you have a home in another part of the country, we may be able to locate a Property Manager for you through our association with the National Association of Residential Property Managers (NARPM). NARPM is a large association of professional residential property managers, who subscribe to a high standard of service. If we can help you locate a property manager for your home, please let us know.

A Partnership of Responsibility.

As Professional Property Managers, we have obligations to both you, as the resident, and to the Owner of the home. This Handbook, **which is part of your lease**, outlines the responsibilities of the Resident and the Property Management Company. Please review carefully. Our goal is to form a positive working relationship with you. With that said, we promise to uphold our part of the agreement, and we also expect your full participation in fulfilling these responsibilities and obligations.

Clear communication is the key to a successful Landlord/Resident relationship. We are always ready to answer questions or to discuss problems.

The Miloff Aubuchon Realty Group Property Management Team

GENERAL RULES & REGULATIONS

This Handbook. PLEASE NOTE THIS HANDBOOK IS PART OF YOUR LEASE AND IS LEGALLY BINDING ON ALL PARTIES. It is the Resident responsibility to review this handbook thoroughly. Resident will acknowledge he/she has read this handbook with a signature on the ACKNOWLEDGEMENT. Miloff Aubuchon Realty Group, Inc. is also noted as “Landlord” in this handbook.

Your Home. You have leased a home...think of it as your own. During the term of this lease, as the Resident, you are in possession of the house and yard. (Condominium renters are not responsible for the yard.) The obligations are similar to those of the Owner, and Residents are expected to care for and maintain the premises accordingly.

Rental Payments. *All rents are due and payable, in advance, on the first business day of each month.* Monthly invoices will not be sent. **Payment should be in a check, money order or certified funds** and made payable to:

**Miloff Aubuchon Realty Group, Inc.
1314 Cape Coral Parkway, East, Suite 102
Cape Coral, FL 33904**

Please mail or deliver payment to the above address. **Be sure to include the address** on the payment to ensure proper credit. All accounting is done by address of the property. To avoid any misunderstanding, please include your address on all correspondence with the office.

Rent can be paid in person, Monday through Saturday, 9:00am to 5:00pm, at 1314 Cape Coral Parkway, Suite 102, Cape Coral, FL 33904; or after hours by using the secure drop box next to the entry door under the carport. **Post-dated checks are not acceptable.** Please note rents remaining unpaid beyond the 5th day of the month are delinquent and are subject to a late fee. Rents remaining unpaid after the 5th day are also subject to an additional late fee and may be offered for collection, and will be subject to all collection charges and fees incurred. If a 3-day notice is served, there will be a \$50.00 charge to your account.

Resident Accessibility. Residents are required to have telephone accessibility and to provide Miloff Aubuchon Realty Group home and work phone numbers. Please be sure to notify Miloff Aubuchon Realty Group of any changes to your home, cell, or work numbers. Even unlisted numbers must be provided. To help avoid any confusion, please include home, work and cell numbers with the first rental payment or send it via fax @ 239.549.6081.

Keys And Locks. Locks may be re-keyed with each new resident. Keys are issued at the time of possession. Alterations or replacement of locks, installation of bolts, knockers, mirrors or other attachments to the interior or exterior of doors requires the approval of Miloff Aubuchon Realty Group, Inc. Miloff Aubuchon Realty Group, Inc. must have keys to each lock on the house and may gain access and re-key if at any time access is denied, and charge any cost to the Resident. Copies of new keys will be available at the office during office hours. All keys are to be returned to Miloff Aubuchon Realty Group, Inc. upon vacating the premises. If locked out of your home, a key may be borrowed Monday through Friday 9:00am to 5:00pm. There is a charge of \$35.00 for any borrowed key that is not returned within 24 hours, and a \$50.00 charge for a key after office hours.

Utilities. Resident understands and agrees that electric and water (if applicable) service is currently on in the Landlord’s name. Resident agrees that Miloff Aubuchon Realty Group, Inc. shall order the electric and water service to be taken out of their name within 3 days; and Resident shall place the electric and water service in Resident’s name and pay all necessary deposits.

Trash, Garbage and Recycling. All garbage, trash and recyclable materials must be placed in appropriate containers, (Miloff Aubuchon Realty Group does not provide these). All containers are to be discreetly stored and not visible from the front of the dwelling. The Resident is required to make arrangements to have garbage and trash picked up weekly unless this service is otherwise provided. Containers should be kept in the storage area except on pick up days. Recycling items collected must be properly contained and discreetly stored. No more than two 50 gallon trash bags of recyclable materials may be kept on the premises at one time.

Parking/Vehicles. All vehicles shall be parked in assigned areas (garages, parking lots, driveways, parking pads, etc.) or on the public street where allowed. Parking on lawns, sidewalks and other areas not designated for parking is not allowed. All vehicles must be registered, licensed and operable at all times. No vehicle repair (except minor repairs i.e. changing a tire) is allowed. Garage floor, driveway, walkways or any other area on the property should be kept clean and clear of any oil/stains. To avoid leaks, place a protective covering or pan under the vehicle.

Guests. Any person or persons staying more than three weeks in a three month period will be considered Residents, unless prior written permission is obtained from Miloff Aubuchon Realty Group, Inc. Only those persons listed on the rental application have permission to occupy the premises. Resident assumes responsibility for the behavior of guests. All portions of this agreement also apply to guests.

Disturbances, Noise and Nuisance. Residents and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or others. Any activity that causes extreme or excessive noise, traffic or disturbance of any kind may be cause for eviction. This includes loud, lewd music, vulgar or profane language. **If music or other sound can be heard outside the perimeter of the premises leased, it is considered too loud.**

Insurance. Protecting your property is a smart decision. While not a requirement, renter's insurance is highly encouraged. Make note to the insurance company Miloff Aubuchon Realty Group, Inc. is the landlord (unless your property is owner-managed) and must be notified of any change in status.

Pets. Written permission and a paid pet deposit are required prior to any pets, animals, snakes or birds, etc. being allowed. If permission is given, a pet deposit is required. This deposit may be refunded if no pet damage is found upon vacancy. There is a charge for repair of any damage caused by the pet and/or spraying for fleas. Caring for a pet is a major responsibility. Please understand resident is responsible for the animal at ALL times. *Having a pet is a privilege – please think this over carefully. Permission to have the pet on the premises may be revoked at any time without terminating your lease agreement.*

Periodic Surveys. As part of this agreement with Owner of the property, Miloff Aubuchon Realty Group, Inc. will conduct routine surveys of the condition of the property. Exterior inspections will be random. Interior inspections will be scheduled with adequate notice. Resident will be notified of any problems, and given 7 days to remedy. Any breach not corrected will be addressed as per the agreement. Photographs may be taken as evidence for corrective action.

Emergency Maintenance/Repairs. An emergency exists when danger is present, property damage has occurred, or is about to occur. Please take care not to abuse the emergency system with other types of calls. **To report an emergency, call the Repairs and Maintenance Coordinator, 239.541.4000*.** *Be sure to report the specific emergency and include your name, telephone number and address in your message.*

If the emergency involves a fire or similar emergency, please notify the proper authorities at 911 before calling Miloff Aubuchon Realty Group.

Returned Checks. The amount of any bad checks, plus the returned check charge allowed by law must be paid in either certified funds or a money order within 24 hours of notification. Otherwise legal action may be taken. After a check is returned to us for insufficient funds, Resident is required to pay either with a money order or certified funds. If the returned check causes the rent payment to be late, a late fee will also be due. All amounts due must be paid in full at time of notification.

Default of Rental Payment. *If the rent is not paid by the 5th of the month, consider this as notice that your lease and rental agreement may be cancelled and a demand for all monies due.* Resident will be responsible for all attorney fees, court costs, legal fees, and collection fees incurred by efforts to collect the rent due. All charges unpaid by the end of the month in which they are charged may be included as additional rent. All remedies and charges for collecting unpaid rent may be used to collect unpaid charges. If rent is paid while a legal action is in process, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached if legal action is to be stopped.

Written Notice. A thirty-day (30) written notice must be given to Miloff Aubuchon Realty Group, Inc. before vacating the premises. **The written notice is required even if Resident intends to vacate at the end of the lease.** The notice should state a definitive moving date. The lease stipulates the forfeiture of the entire security deposit if a 30-day notice is not given. (This does not apply to the military clause.)

Breaking Your Lease. The forfeiture of the deposit as a penalty for premature cancellation of the tenancy does not excuse you from other obligations of your lease, i.e. (three months rent, leasing fee, utilities, and advertising.) Resident is expected to leave the premises clean, undamaged and ready for occupancy. A move out inspection will be performed by the property manager or owner. .

Move-In/Move-Out Condition Report. Included in the move-in package is a “Resident-Manager Inspection Sheet”. Use this form to note the condition of the premises, listing all defective items. As a new resident, it is important to take time to complete this form. This form notes defects in the property which are not the Resident’s responsibility. Be sure to sign and date it, and return it to Miloff Aubuchon Realty Group, Inc. within 7 days of the lease signing. This same report will be used for the move-out condition comparison after vacating the premises. If this report is not returned, the property will assumed to be in acceptable condition and any defects brought to the attention of the Landlord after this date will be considered your responsibility. No exceptions will be made. Remember, it is in your best interest to return the “Resident-Manager Inspection Sheet” and request a receipt. We will provide a receipt when you return the inspection sheet.

***If your property is not managed by Miloff Aubuchon Realty Group
and is owner-managed, contact your property owner.
Owner’s name and emergency number are noted on the first page of your lease.***

MOVING IN

Get to Know the Property. Once moved in, take time to get to know the property. Familiarity with these tips below will help in emergency situations:

- Locate the circuit breaker box.
- Note the ground fault circuit breakers (some of these are located by the sinks and not typically at the breaker box), where the stove, hot water heater and air conditioner breakers are located.
- Locate the water shut off for the house. It usually is in the front yard near the house, often close to a front faucet. If the shut off has been covered, contact Miloff Aubuchon Realty Group, Inc. to have it properly marked.
- Locate the water shut offs for the water heater and under each sink. Locating these items now may eliminate damage later. See paragraph III B, for more information about circuit breakers.

Store this handbook in a convenient spot. Try keeping it near the phone book. Before calling Miloff Aubuchon Realty Group check this handbook for the answer to help keep the phone lines open for emergencies and urgent matters.

IN AND AROUND THE HOME

Heat/A/C Units. To help keep the heat/AC running smoothly, all heat/AC filters should be changed **once-a-month**, and batteries for smoke detectors should be changed at least **twice a year**. A good rule of thumb is to change the filter and test the battery each month when the electric bill is paid, and to change the battery in the smoke detector each year when the time changes. The air filter may be located within a grate inside the home. Or check the air handler, which is typically located in the garage or the attic and have thumb-screws to remove the filter cover. **Please be aware dirty filters can cause air conditioning ice-ups and a/c failure.** Any air conditioning service calls that are not related to servicing these filters regularly will be charged to the Resident. Please notify Miloff Aubuchon Realty Group for assistance if unable to locate the filter within the first 30 days after move-in.

Breakers. Circuit breakers move slightly when triggered. 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, sinks, exterior plugs, garages and some lights. If power to a plug near a water source is lost, it is usually **the GFI circuit**. Most GFIs located at the breaker box are marked with a red or yellow button. Many homes have the GFI at the plug in outlet. When these “trip”, simply reset the breaker as outlined above, or per the instructions on the outlet cover.

Extermination. Please report any pest problem in writing within three (3) days of possession. If not reported in writing, it is agreed that the premises has no infestation of any kind. Any future infestation of any kind, less termites, is the Resident’s responsibility. Resident is responsible for reporting any suspected or known termite infestation. Miloff Aubuchon Realty Group will tend to any necessary termite control. Miloff Aubuchon Realty Group assumes no responsibility for the control of roaches, mice, ants, fleas, or other pests. Please notify Miloff Aubuchon Realty Group of any suspicious termite or wood destroying insects around the house or grounds. Please note any damage caused by uncontrolled pests (i.e. ants building nests in the air conditioning unit and damaging the unit) and any fees associated with these pests, is the responsibility of the Resident.

Redecorating. To change the house in any way, please put a proposal in writing and submit it to Miloff Aubuchon Realty Group, Inc. along with a sample of the paint/wallpaper or drawing (e.g. adding a fence). A written confirmation/denial will be sent within 10 days. All tasks should be completed in a professional manner, and must be inspected and approved by Miloff Aubuchon Realty Group, Inc. after completion. Any reimbursements if agreed to, will occur after approval.

MAINTENANCE, DAMAGE AND REPAIR

Resident is expected to maintain the home and keep it in the same condition as when possession was taken. Only repairs required because of normal wear and tear will be made by Miloff Aubuchon Realty Group, Inc. Any repairs caused by misuse or neglect is the Resident's responsibility.

Submit Maintenance Requests In Writing. All routine requests should be in writing. Be specific about the problem (i.e. **the right rear burner** on the stove does not work). A repair person should contact you within 72 hours (not including weekends or holidays) after reporting a problem. If not, please notify Miloff Aubuchon Realty Group, Inc. and the call will be reassigned. Requests can also be faxed to 239.549.6081, or email the Repairs and Maintenance Coordinator from the online form.

Damage/Breakdowns. Resident is responsible for stopping 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 serving that appliance or area until the repairman arrives. Miloff Aubuchon Realty Group, Inc. will make any necessary repairs within a reasonable time. Please keep in mind, residents will not be reimbursed for any unauthorized repairs

All "breakdowns," system failures and structural defects must be reported to Miloff Aubuchon Realty Group, Inc. immediately. If an urgent repair is needed (i.e. water heater leaking) please phone the Repairs and Maintenance Coordinator immediately @ 239.541.4000.

Examples of repairs under Management's responsibility:

- 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 (please notify management if noted)
- Treat for termites

Examples of maintenance items under Resident responsibility:

- Replace light bulbs
- Fix torn or damaged screens (other than weather worn)
- Replace or repair cabinet catches, knobs or handles
- Replace heat/ac filters every month
- Treat for fire ants and other lawn pests
- Maintain flower & shrub beds weeded
- Replace batteries in smoke detectors semi-annually (If smoke detector does not work, notify Miloff Aubuchon Realty Group, Inc.)

Examples of repairs for which Resident is responsible:

- Replace heating elements/hot water tanks if caused by empty tank
- Repairing any unusual damage or extraordinary wear on any of the floors, walls, ceilings, caused by pets, animals, children, guests, smoking or any unusual or unreasonable use.
- Damage to fences, outside walls, shrubbery, trees or plantings.

Unauthorized Repairs. It is in the best interest of the Resident not to make any repairs or authorize any maintenance without written permission from Miloff Aubuchon Realty Group, Inc. since Resident will not be reimbursed for any unauthorized repairs. **All repairs must be authorized by Miloff Aubuchon Realty Group.** Except as provided in the FL Resident/Landlord Act, rent cannot be withheld because of needed repairs nor can the cost of needed repairs be deducted from the rent.

Lawns and Grounds. Resident is expected to care for the lawn and grounds, keeping them in as good condition as when the move in took place. This care includes regularly cutting the grass unless provided by Landlord; fertilizing the lawn; watering, trimming shrubs; edging all walkways, curbs and driveways; treating fire ant beds; cleaning the roof and gutters of leaves, debris, and pine needles; and keeping vines from growing onto the house. **NOTE:** Landlord lawn care typically includes mowing, edging, and blowing.

Please keep shrub and tree growth away from the roof, eaves, and sides of the house. Resident is required to report any condition which can cause damage, permanent or temporary, to the grounds and to treat lawn pests. 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 (pine straw, pine bark, etc.) should be maintained by Resident.

Do not leave hoses connected to exterior faucets with the water turned on. Maintaining the sprinkling system timers and abiding by any watering restrictions is Resident responsibility. Power failures may cause the timer to reset. After a power interruption, make certain the timer is set on the correct time/day. Any fines that may be imposed is the Resident responsibility. Do not shut down the sprinkling system. The sprinkling system should be kept activated so as to keep the lawn properly irrigated within the irrigation restrictions.

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 the Resident's occupancy (including floodlights). Upon moving out, all lights must be equipped with the proper number and kind of bulbs. Please ensure all decorative bulbs match.

Plumbing/Septic Systems. Resident is responsible for keeping all sinks, lavatories and commodes open. Please do not throw anything into the plumbing system or use it for any purpose other than for what it is designed. Any damage or stoppage after (five) 5 days of occupancy is the Resident's responsibility, unless it was caused by mechanical failure of the plumbing system. Septic-safe toilet tissue is required with homes that have septic systems. If the septic system needs to be pumped, and misuse of the septic system is found, Resident will be billed for the service. Resident is responsible for water treatment chemicals. Periodic salt and purifying chemicals should be added to well treatment systems as required. Purification should be handled professionally versus by the Resident.

Waterbeds. Any damage caused by a waterbed is the Resident's responsibility.

Wall and Ceilings. The walls of the home should be kept clean and unmarred. Do not paint or wallpaper the walls without prior approval of Miloff Aubuchon Realty Group, Inc. Hanging pictures on the walls is acceptable, as long as the walls are clean and unmarred at move out. All walls, baseboards and trim must be washed before vacating. **All properties are Non-Smoking.** Keep in mind, the weather is pleasant year-round. Smokers may do so outside of the dwelling structure.

***Smokers are responsible
for all smoke residue and damage.***

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 a year. Do not use gas, benzine, 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 of wax such as Johnson's Vinyl Wax for vinyl and Johnson's Paste Wax for hardwood floors. Do not use any solvent-based waxes. Resident is responsible for damage done by using improper cleaning materials, and damage to flooring such as broken tiles or torn floor covering or improper cleaning procedures.

Carpet Care. Routine carpet care requires a thorough vacuuming at least once a week to remove the soil from the carpet and to keep the pile erect. Heavy traffic areas require more frequent vacuuming to eliminate the coarse particles that can act as an abrasive on the fiber. Please use a motor driven brush-and-beater type vacuum cleaner if the home has carpet.

Before moving in, the carpets are professionally cleaned (unless it is a brand new unit). Resident should have them professionally cleaned upon vacating. Shampooing is usually required about once a year and is the Resident's responsibility. A copy of the cleaning company's bill is required at the time of check-out to avoid a charge against the security deposit.

Vertical Blinds. Operating these blinds can be confusing. On all traversing vertical blinds, louvers must be in full open position before traversing. **On all corded blinds, always use both hands when pulling the chain or cord, one hand on each.** Resident may be held liable for any blind components damaged from improper opening and closing.

Dishwashers. To prevent unnecessary problems, use the dishwasher at least once a week. Seals may dry and the motor may be damaged by long periods of not being used. Clean the door and check the bottom of the dishwasher after each use for items that may fall from the racks. Check the perimeter of the door for food items falling from the counter.

Garbage Disposals. Garbage disposals must be used with care. They are not for dumping large food items or large quantities of food waste. Garbage disposals are not for bones, lettuce, stalk items, greasy items, meat, or any other similar materials. They are to be used only for small quantities of food items only. If the motor buzzes, turn the switch off. Un-jam the disposal by turning the blade backwards with a broom handle or a wrench, if one is provided. Reset the circuit breaker on the bottom or the side of the disposal (this is usually a small red or yellow button). If the unit turns easily by hand but not with power, call for service. The majority of disposal jams is from what is put into them or misuse. If a service call is required, any clogs due to excessive or improper items put through the disposal will be charged back to the resident.

Washer/Dryer. When the washer and dryer is installed, check the hoses and washers to eliminate leaks. When absent from the property for an extended period of time, turn off the hot and cold water supply. **Check the wall and floor monthly for evidence of a hidden leak.** Make certain the exhaust system on the dryer is clear of lint. If clothing is taking an excessively long time to dry, *and* the dryer is very warm to the touch, it could be the dryer exhaust tubing is restricted with a build up of lint. If the dryer vent is within reach on the exterior of the home, check it to make certain the flap is opening properly. If necessary, call a professional dryer exhaust company to have the exhaust system properly cleaned to restore air flow.

CLEANING AND “HOW TO” TIPS

Miloff Aubuchon Realty Group’s responsibility is to deliver a clean, well-maintained and comfortable home with all the mechanical equipment operating properly. Resident’s responsibility is to maintain the home and keep things in working order as when the home was delivered. Proper cleaning and maintenance will keep the home and its equipment safe and usable.

The key to proper cleaning is to do it often. Set up a weekly schedule. Monitor the work and ensure that cleaning is performed as often as needed. A properly maintained home is a team effort involving the Landlord who keeps structural and mechanical maintenance up-to-date; the Property Manager who keeps a record of necessary maintenance and places responsible people in the property; and the Resident who keeps the property clean, performs cosmetic maintenance and promptly reports any structural or mechanical failure to Management.

Cleaning Tips

- Keep windows and doors clean, inside and outside; interior cleaning at least once a month, exterior cleaning every six months.
- Wash between windows and screens quarterly.
- Clean stove, drip pans, under drip pans, oven racks and drawer, broiler pan, hood, filter and vent biweekly.
- Mop and wax vinyl floors biweekly.
- Dust baseboards, windows sills, window grids, tops of windows, ceiling fans, doors, ceilings, and corners of the room monthly.
- Clean AC/Heat air return grate and change filter *each month*. (A good rule is when you pay your light bill, change your filter)
- Curtains and blinds, if provided, should be cleaned or washed semiannually.
- Bathrooms should be cleaned weekly. This includes toilet bowls and base, sink, mirror, floor, bathtub and shower (including walls). Wipe out medicine cabinet, drawers and cabinets.
- Sweep out garage as needed.

Counter-tops and 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 as they will scratch. All unpainted cabinets should be cleaned regularly with a wood cleaner (such as Murphy's Oil Soap) and treated with a wood preserver (such as Scott's Liquid Gold). Be sure to vacuum the cabinets and the drawer/door fronts cleaned as above before vacating.

Kitchen Appliances. Each kitchen appliance should be cleaned regularly, particularly the stove hood, the filter in the stove hood, the oven, under the burners on the stove, and the drip pans. Please do not place aluminum foil on the drip pans. Upon moving out, all drip pans must be new. Clean under the refrigerator, washer, and dryer regularly. Not cleaning all these items regularly can cause excessive wear and tear, for which Resident may be held responsible. If there is a self-cleaning oven, make certain to open the drawers and doors adjacent to the oven when running the self-cleaning feature. This will prevent the excessive heat from damaging the cabinetry.

Fireplaces. Refrain from burning 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.

MOVING OUT AND VACATING

Put Notice In Writing. *Before notice to vacate is accepted by Miloff Aubuchon Realty Group, Inc., it must be in writing.* Please include the date of anticipated complete vacancy, when the property will be ready for the move-out survey, and a forwarding address (at a minimum, list the city and state of relocation). Notice must be received by Miloff Aubuchon Realty Group, Inc. one *full calendar month* (1st-5th of the month for receiving notice) before move out.

Marketing During the Notice Period. Once notice is given of the intention to move, the property may be listed for sale or lease. The most popular showing hours are between 9:00am and 6:00pm. The property must be available and in good condition during this time. The goal is to rent or sell this property as soon as possible, and the assistance of the Resident is needed. Resident will always be called prior to showing.

If there is no answer or no answering system, the call is still considered notice. A call to the place of residence is the usual and customary practice in the Lee County area, and is considered notice. Inconvenience, out of town guests, and not at home, are not acceptable reasons to reschedule a showing. If permission is given, Resident will be notified at his/her workplace.

The following items are expected to be completed prior to a showing:

- All beds made and rooms neat
- Floors are recently vacuumed, clutter-free, no piles of dirty clothes
- Kitchen and baths are clean, sinks are clean and empty
- Walls are clean and unmarred
- Dogs are out of the way, litter boxes are clean and odor free
- TV is off or volume turned low so as not to be intrusive
- Yard is in good condition
- Blinds/curtains are open and home is well lit (when possible)

***The better a home shows, the more likely it is that it will rent or sell quickly.
A home that shows well benefits everyone!***

The Move-Out/Check Out Condition Survey. Miloff Aubuchon Realty Group gives Resident the privilege of completing this initial report in confidence, therefore this is requested at move-out for the same consideration. The move-out surveys are performed by the Landlord. Management's report is final. Photos/Video will be taken of any problem issues. Resident has the opportunity to view the move-out results within one week of your vacancy.

Below are a few points to keep in mind:

- The inspection takes 45 minutes to 1.5 hours, depending on the size of the house.
- All utilities are to be left on for three days after your vacancy. This enables additional work to take place if needed.
- Surveys are made once Resident has completely vacated the premises, the property is cleaned, carpets are professionally cleaned and dry (receipt required, chemical dry cleaning is unacceptable), all trash hauled off, and keys are ready for turn-in.
- A room-by-room check will take place, including interior, exterior, grounds, appliances, windows, curtains, blinds, etc.
- See Appendix D for cleaning guidelines. Upon receipt of written notice to vacate, another copy will be sent to the Resident, **if requested**. Most residents who use the guidelines pass the survey with no deductions to their deposit.

A re-inspection fee (minimum \$50.00) will be charged for each return trip that is required after the first inspection. Residents are encouraged to have the property in proper condition for the first inspection. If the Inspector arrives, and the house is not ready and/or the utilities are not on, the Inspector will leave. Resident will be charged for all subsequent trips.

Breaking The Lease. Current Resident is responsible for all costs incurred in securing a new Resident including a leasing commission, should current Resident break the lease. Miloff Aubuchon Realty works diligently to reduce costs upon the break of a lease. **Military is excluded from this guideline.**

- If Resident must move before the end of the lease, Miloff Aubuchon Realty Inc. will market the property promptly. Current Resident is expected to pay a full months rent for every month until a new Resident is secured. When the new Resident moves in, the obligation ceases.
- Forfeiture of security deposit does not excuse Resident from other obligations of the lease. Resident must follow all procedures for marketing, cleaning, and check-out.
- Following is a list of the most common charges for breaking a lease. These are only examples:
 - A re-leasing and/or breaking lease fee
 - Rent until the new lease takes effect
 - Utilities
 - Advertising
 - Cleaning and Reconditioning

Security Deposit Return. It is up to the Resident to make sure everything is completed properly to ensure a deposit return. Miloff Aubuchon Realty promises to work hard to return every dollar of the security deposit. Note the security deposit may not be used for any rent due, or as the last month's rent. Deposit will be refunded within 30 days after move-out and return of all keys and garage door openers.

Return of the full security deposit is subject to the following provisions:

- Resident has given thirty (30) days (1 full calendar month) written notice prior to vacating. The full term of the Agreement has expired and Resident has complied with all other provisions.
- The entire dwelling, including but not limited to, carpets, bathroom and fixtures, floors, windows inside and out, window blinds, ceiling fans and light fixtures, all appliances, closets and cupboards are thoroughly clean and free of insects.
- No damage to the premises or its contents beyond normal wear and tear is evident.
- All walls are clean and unmarred. Resident understands that any expenses incurred by Landlord to return premises to the same condition as when the Resident moved in, allowing for reasonable wear and tear, shall be paid by Resident. (Homes are not painted between Residents.)
- All charges due under the Resident's obligation including rents and fees, maintenance, repair, utility costs, and any other fees/charges that may be required to be paid by Resident, have been paid in full.
- All debris, rubbish, and personal property has been removed from the premises and disposed of properly.
- The HVAC system and the filter has been left clean in satisfactory condition.
- Resident has provided a forwarding address and a telephone number. PO Boxes are not accepted as a forwarding address.
- Resident receives an acceptable move-out/check-out condition survey report by the Property Manager or Inspector.

EMERGENCY/DISASTER PROCEDURES

Appendices A, B, C. These are the procedures, plans and responsibilities for emergency/disaster related situations. Please read each of them carefully and regularly review them, especially during the summer months. Since a hurricane could occur in our area, special emphasis has been placed on hurricane preparedness. Please be aware, earthquakes are also a possibility.

Develop a plan now. The key to safely and properly handling any emergency/disaster is pre-planning and staying calm during and after the event. Being prepared is every individual's responsibility. Don't rely only on the authorities. Take charge and plan now to be better prepared to take action when the time comes. Advanced planning allows for fewer mistakes and greater safety for you, your family, and the home you are caring for. It is easy to forget even the little things in the anxiety which often comes with an emergency. To avoid unnecessary stress, get ready now.

Types of Emergencies

- The first type is specific to the property rented (i.e. a tree falls on the house, the hot water heater bursts). *Appendix A* addresses this **Non-Disaster Emergency**.
- The second type is an **Area Wide Disaster** (i.e. a hurricane, tornado). See *Appendix B* for more information. Because we get advance warning for a hurricane, many people choose to leave town. If you leave, secure the property prior to leaving and **TAKE YOUR FAMILY PET WITH YOU**. Then complete *Appendix C*, fax or bring it to the office before leaving. If a disaster occurs, please call our office before returning.

Use common sense. Everything an Owner would do to protect the property, Resident is expected to do. The first priority is to stop additional damage. Please review *Section II-A* regularly. Florida has many thunder and lightening storms, power outages and high winds. An emergency could happen at any time. The key is to be prepared.

APPENDIX A

NON-DISASTER EMERGENCY PROCEDURES

(i.e. Kitchen fire, burst water pipe, hot water burst, tree on house, etc.)

Upon first occurrence or discovery of problem, secure from further danger immediately. The following is a summary of what to expect. Please post this note in a visible place. **If any of these actions do not occur, notify the office immediately.** Keeping everyone on schedule is a team effort, and the Resident's help is needed.

Resident Responsibility

- Take steps to prevent additional damage immediately.
- Turn off the source of water, electricity or gas, as the situation demands.
- Notify the Property Manager. If it is after hours use the emergency number.
- Make claim on Resident's insurance.
- Notify Miloff Aubuchon Realty Group of Resident's insurance coverage.
- Provide a written emergency report to Miloff Aubuchon Realty Group within 5 days of the incident.
- Provide access for insurance, repair people, etc. to assess and repair damage.
- Notify management of delays, "no show" appointments, problems with repairs.

Miloff Aubuchon Realty Group Inc. 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.

Resident will be contacted within 48 hours by the insurance company, who will assess the damage. Within 3-10 days, depending on the severity of the damage, the repairs will begin. Please remember work is performed during normal daytime business hours, Monday through Friday and may require several days to complete. The repair company will coordinate a time with Resident to work on the house. Another option is for the repair company to check out a key from Miloff Aubuchon Realty Group Inc. Please call the office to coordinate any key check outs.

After the repairs are complete, management will contact Resident to set up a time to re-inspect. If there is a delay, please contact the office. Sometimes the repair company is not prompt in scheduling the inspection, therefore the Resident's help is critical to this process.

Resident is 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 the Resident.

APPENDIX B

DISASTER EMERGENCY PROCEDURES

- Develop an emergency preparedness plan, checklist, and storm kit. The Fort Myers News Press newspaper publishes a pull out section on emergency preparedness. Or go to” www.thenewspress.com.
- Upon first notification that a disaster emergency may occur, complete the Disaster Plan -Resident Form found in the back of this booklet.
- Fax or deliver the Resident Form to the office of Miloff Aubuchon Realty Group (fax 239.549.6081)
- If you cannot fax or deliver this form, call the office and read the information from the completed form to the voice mail system. Then mail the form immediately.
- Stay tuned to the local news media and follow all recommended precautions and instructions. The Lee County local governments have a thorough Disaster Plan, and the news media will keep the public informed.
- During the storm or before leaving, please be sure to:
 - Take all recommended precautions by the local news media and storm bulletins publications.
 - Follow all recommendations by the local news and the emergency preparedness teams for your county.
 - Turn off appropriate circuit breakers.
 - Turn off main water supply to house.
 - Secure all outside items. Place indoors if possible.
 - Secure house against damage
 - Bring in swings sets, play houses, small planters, outdoor furniture, and anything that could turn into a flying object during high winds.
 - Install/close hurricane shutters if you home is so equipped. If your home has these safety items you must install them.
 - Make sure management has a key for your house.
 - If you are leaving town, call the office before leaving and before returning to verify the Home is safe to return to.

YOUR FAMILY PET

- Your pet’s well-being is the responsibility of its owner. Remember, he/she is a part of your family. If you leave, TAKE YOUR PET WITH YOU. There are many pet-friendly shelters available. Check www.leelostpets.com/hurricane_guidelines.htm or call 239.533.7387 (LEE-PETS) for complete information.
- If you stay, keep your pet inside, out of the crate, and near you at all times. If it not safe for you outside, it is not safe for your pets either!

RESIDENT IS RESPONSIBLE FOR SECURING THE HOME, AND YOUR PET AGAINST ANY POSSIBLE DAMAGE. EVERYTHING A RESPONSIBLE HOMEOWNER AND PET OWNER WOULD DO, YOU ARE EXPECTED TO DO.

APPENDIX C

DISASTER PLAN - RESIDENT FORM

Address of Property _____

Resident Name _____

Home Phone # _____ **Work Phone #** _____ **Cell** _____

Are you leaving town? _____ **If so, how can we reach you?**

Who is your insurance carrier? _____

Who is your agent? _____

HAVE YOU:

1. Turned off electricity at main breaker?
2. Turned off appropriate circuit breakers?
3. Shut off main water supply (and gas if applicable) to house?
4. Prepared your pets to take them with you or to a pet shelter?
5. Secured all outside items?
6. Notified Miloff Aubuchon Realty Inc. you are leaving and how to contact you?
7. Taken care of your pets?

For more information on how to prepare for a natural disaster, call the Emergency Preparedness Division:

Lee County	239.477.3600
Collier County	239.774.8444

APPENDIX D

CLEANING GUIDELINES FOR MOVE-OUT CONDITION SURVEY

1. Gently sweep ceilings for cobwebs and dust. Clean all ceiling fans, light fixtures, replace missing or burned out light bulbs. Use 60 watt bulbs unless fixture states otherwise. Decorative bulbs must all match.
2. Clean all interior and exterior doors, walls, trim, baseboards, window sills and the window grids. Some paint is difficult to wash, but try to clean smudges, fingerprints, and marks. Fill and smooth all nail holes, dents and mars on walls. Gentle use of “magic erasers” works well to remove marks on walls.
3. Clean blinds, windows, window sills/sashes, storm windows, doors and storm doors inside and out. Clean both sides of all doors (interior and exterior). Sliding glass door tracks must be clear of any dust, dirt, or sand and be moving freely. Check for any torn screens or broken windows that need repair. All curtains and drapes must be cleaned, pressed and re-hung. Make certain all blinds are in complete proper working condition with no broken slats.
4. Change the heat/AC filter, clean the grate, vacuum all vents and bathroom vent fans. Clean and sweep out the fireplace. Clean fireplace screen and glass.
5. Replace the burner drip pans. Clean stove, oven, racks, oven door, broiler parts, hood, under the hood, filter, and vent. Leave broiler pan in oven. If there is woodwork under the oven, be careful oven cleaner does not drip on woodwork. If using a self-cleaning oven, open the drawers and cabinet doors adjacent to the oven to allow excess heat to escape.
6. Clean all cabinets, drawers and shelves, inside and out. Use a product such as Murphy’s Oil Soap, then finish with a product such as Scott’s Liquid Gold on all wood cabinets, paneling and unpainted woodwork. Please follow all manufacturer’s and label directions.
7. Clean refrigerator with a mild soap. Follow with a vinegar solution and leave it turned on. Clean underneath, behind, grillwork, inside all door gaskets, and the drip pan. **Empty the ice maker and turn it off.**
8. Bathrooms should be thoroughly scrubbed to include toilet bowls & base, sink, mirror, vanity, floor, bathtub/showers & walls. Make sure all soap scum is off the tubs, showers & doors. Finish with a mildew resistant cleaner. Wipe out medicine cabinets, remove all soap and detergents (toilet paper may be left).
9. Mop and wax all floors, where appropriate, and clean ceramic tile with a mildew resistant cleaner. All carpets must be professionally **steam cleaned** after the house is vacant. Contact office for a list of acceptable carpet cleaning companies. Save the receipt & give to management with keys. A dry chemical cleaning or shampooing is not acceptable. Any stains must be remedied.
10. Sweep out garage, clear out the attic and any other storage areas. Leave any empty garbage cans inside the garage. Windows in garage must be cleaned.
11. Remove leaves & pine needles from gutters & roof. Sweep walkways and driveways. Pick up all trash. Clean out flower beds & replace with fresh bedding. Garbage bags may not be left out more than one day. Please arrange with a friend or neighbor to put garbage out on collection day. Clean up all pet waste in yard.

ACKNOWLEDGEMENT

I hereby acknowledge that I have received a copy of this Resident Handbook whether in print or via electronic form. I further acknowledge that this Resident Handbook is considered a part of my Lease whether in print or in electronic form.

Please check one.

- I have received a copy of the Resident handbook.**
- I will read and review the Resident Handbook electronically by visiting www.Rent.MiloffAubuchonRealty.com.**

All Residents on lease must sign this acknowledgement.

Resident _____ **Date** ____/____/____

Resident _____ **Date** ____/____/____

Resident _____ **Date** ____/____/____

Resident _____ **Date** ____/____/____

Leasing Agent _____

Rev date 5/09