

## RULES/HANDBOOK

Welcome to your new home at \_\_\_\_\_. The **Housing Authority of the City of Bangor (BangorHousing)** is the Owner/Managing Agent for this property and our goal is to provide you with safe and quality housing. The Rules and Handbook is designed to benefit all residents and your guests/visitors/care attendants. The failure to follow the House Rules and Handbook could result in the termination of your tenancy. If you have any questions regarding the information below, please contact the Site Management for clarification.

### I. Information

- 1. Management Information.** Some of the following may not be applicable; if so, an “N/A” will be provided where indicated below:

Site Mailing Address: \_\_\_\_\_

Site Telephone Number(s): 207-942-6365 X Voice/TTY: 711

Fire/Police Number: 911 Emergency 207-947-7384 Non-Emergency

BangorHousing Telephone Number: 207-942-6365 Fax 207-942-6043

BangorHousing Mailing Address: 133 Davis Rd. Bangor, ME 04401

BangorHousing Website: <https://bangorhousing.org/>

Planned power outages, trash collection schedules, etc. are published in the Bangor Daily News and/or posted on the City of Bangor’s website – ([www.bangormaine.gov](http://www.bangormaine.gov)), as they become effective. Changes in policy or responsibilities that affect housing occupants are also made public through the news media, community calendar, mailings, and/or BangorHousing’s website or Facebook page. Keep an eye out for the community calendar and mailings from BangorHousing as these contain important and useful information.

- 2. Rent/Tenant Charge(s) Payments.** All rent/tenant charge payments are due on the 1st of each month and are considered late if not paid as of the 8th of the month. Payments must be mailed or dropped off at BangorHousing. Online and telephone payments are also an option. Please contact your Property Manager for details. A late charge will be assessed and applied after the 16th of each month. CASH PAYMENTS are NOT ACCEPTED. Rental Payments must be made by check, money order, or cashier’s check. Please see move-in packet for acceptable ways to make payment.
- 3. Lock Outs.** During regular business hours, the head of household or co-head may contact the management office to request entry. Proper identification may be required to verify tenancy. Any staff member may provide entrance to the unit, or a new key may be purchased. Note a fee may be charged for a lockout during normal business hours and for replacement fobs. If the lockout occurs after regular business hours, please call 207-942-6365 for assistance.

4. **Renter's Insurance.** BangorHousing and the property owner is not responsible for damage done to the personal belongings of any resident from fire, theft, water, or any other damage. Tenants are encouraged to purchase renter's insurance or some other equivalent form of coverage.
5. **Resident Service Program.** BangorHousing's goal is to ensure the successful tenancy of all residents. To learn more about its Resident Services Program, please see move in packet for more information.
6. **Laundry Rooms.** If applicable, a Laundry Room(s) is available to residents for their household use only. Each property has posted specific rules for using these facilities. If you have any questions regarding these rules, please contact the site management.
7. **Communication of House Rules and Handbook Information.** Residents are responsible for ensuring that their visitors/guests/care attendants comply with all House Rules.
8. **Quiet Hours.** Tenant(s) living in the community should expect to hear their neighbors at a reasonable volume throughout the day. We ask that all residents adhere to quiet hours from 10pm to 7am.
9. **Community Room.** If applicable, gathering in the Community Room is always permissible; however, the Community Room is available for tenant sponsored activities also. Tenants who wish to use the community room for any specific activity or family event must first reserve the room in advance with the site management. Set-up and clean-up of the community room is the responsibility of the tenants who reserved the space. For instructions on reserving the Community Room, please contact the Management Office.
10. **Bulletin Board(s).** If applicable, notices of activities and other information of interest to tenant(s) shall be posted on the "Tenant Bulletin Board". All postings shall identify the source of the posting, mailing address of the source or unit number, and date of the posting. Postings older than 14 days shall be subject to removal by any person and disposed of without notice to the sources. BangorHousing staff may remove any material they deem to be inappropriate or unlawful at any time. Posting of notices or materials by the Tenant(s) anywhere else on the property is strictly prohibited. Events or activities of interest to the community and building tenants may be permitted in designated areas of the building or property with the advance written approval of the Site Manager. Signs and other insignia required for Health and Safety purposes are permitted but must first be approved by the Property Manager.
11. **Safety Checks.** Site Staff are NOT allowed to do safety or well-being checks for tenants. In case of any emergency or concern for the well-being of another resident who has not been seen for an extended period, please call the Property Manager or 911.
12. **Oxygen Tanks.** Tenant use of commercial oxygen tanks poses a potentially life-threatening hazard if not used properly. Unsafe use of oxygen such as smoking within an unsafe proximity of the tank (per manufacturer instructions) may cause injury or death. BangorHousing requires residents to comply with all safety rules and requirements as provided by the manufacturer, physician, and or medical supply house. Unsafe use of oxygen is a dangerous act and is considered grounds for termination of the lease.

- 13. Yard Sales.** The decision to permit yard sales or any other gathering or event which would be open to nonresidents is at the discretion of the site manager based on safety, potential for disturbing the peaceful enjoyment of other residents and liability considerations.
- 14. Reasonable Accommodations.** All requests for reasonable accommodations by tenants shall be submitted to the Property Manager and then it will be forwarded to the BangorHousing 504 Coordinator for review. All requests for reasonable accommodations are processed in accordance with BangorHousing policies. The policy and request forms are available upon request at the site office.
- 15. Alterations.** Under no condition shall any work or alternations be performed by residents or others on structures, grounds, or installed equipment. Wallpaper, painting, contact paper, and border prints on the walls are prohibited.

## II. General Rules

### 1. Disturbances and Complaints

- a. Residents are to refrain from any conduct that interferes with the rights of other residents to peacefully enjoy their apartments or the property, or to cause conditions that are dangerous, hazardous, threatening, unsanitary or otherwise harmful to Management, staff, guests, or other residents. Continued substantiated resident complaints are cause for eviction proceedings.
- b. Complaints must be made in writing to management and should include detailed information.
- c. Incidents involving property damage, personal injury and/or criminal activity must be reported to the property manager. Emergency services (911) should be contacted immediately in case of fires, personal injury, criminal activity, or threats to public safety.

### 2. Parking/Vehicle Use and Storage

- a. Residents may park their vehicles on the property once they provide management with proper documentation that the vehicle is registered and inspected according to state/local laws.
- b. Unregistered vehicles may not be parked on the property and may be towed at owner's expense.
- c. Storage of inoperative and/or unlicensed vehicles on the property is not allowed.
- d. Vehicles that create a hazard, such as leaking oil, are also not allowed. Oil and water leaks from vehicles must be repaired immediately off site.
- e. All residents must follow the snowplowing policy as outlined by Management to facilitate removal and treatment of snow and ice after winter storms. If you have any questions or concerns regarding the policy, contact the property manager.
- f. Oil changes, automotive repairs, car washing are not permitted in the parking area or anywhere else on the property.

- g. Tractors, trailers, buses, campers, and boats are not permitted on the property, unless specifically permitted by Management.
- h. Illegally parked (fire lanes/dumpster areas/etc.) vehicles will be towed at the vehicle owner's expense.
- i. Mini-bikes, Mopeds, ATVs and E Bikes are not permitted to be stored on the property, unless specifically permitted by Management.
- j. All visitors and care providers must use designated spaces only. Nonresident vehicles parked in resident parking areas will be towed at the owner's expense.

### 3. Resident Safety

- a. An adult must supervise minors under the age of 16 while using building facilities and/or while on property grounds.
- b. Tampering with fire extinguishers, fire alarm pull stations, sprinklers, and common area electrical systems/devices is prohibited.
- c. In case of a fire:
  - i. A fire evacuation plan is posted at each property:
  - ii. In case of fire, ensure your own safety, then call "911" to report the fire.
  - iii. Use stairwells only to evacuate.
- d. All hallway/stairwell/exterior door(s), and all unit doors opening into indoor common areas (such as hallways) must be kept always closed. This is an important fire safety requirement. Propping these doors open for any reason is strictly prohibited.
- e. All residents are responsible for the security of the building.
- f. Building entry keys or entry cards may not be given to anyone who is not on the lease.
- g. Unit doors must be kept locked at all times.
- h. Allow entrance to the building for your guests/visitors only. Do not open exterior doors to people who are not visiting your household.

### 4. VAWA

The Violence Against Women Act ("VAWA"), protects applicants and tenants at this property. For further information please reference the HUD Form 5380 Notice of Occupancy Rights under the VAWA and HUD Form 5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation, which are provided at move in.

## 5. Disposal of Trash and Other Items

- a. Check with Management regarding the disposal of household trash on the property.
- b. All rubbish, trash and other waste from the dwelling unit must be disposed of in a safe and sanitary manner. All trash must be secured in plastic trash bags and disposed of in the designated locations. No trash is to be left in common areas. Any trash or personal items, that are left in a common area will be removed by maintenance and a fee will be assessed for the disposal.
- c. If your medical needs include the use of syringes, all needles must be disposed of in a “Sharps” container. The container must be provided by the resident and disposal of contents at an off-site location is also the resident’s responsibility. Disposing of needles in household trash endangers the safety of the site staff and is strictly prohibited.
- d. Large items such as mattresses, bed frames, desks, will not be picked up and should not be put at roadside marked for free or for sale they also cannot be placed in the dumpster. Residents are responsible to dispose of the large items. These items can be taken to PineTree Landfill Facility 358 Emerson Mill Rd., Hampden, (207) 862-4200.
- e. Other items, like computers, computer monitors and televisions will not be picked up and should not be included in regular trash. These items can be recycled at Electronics End, 173 Robertson Blvd., Brewer, (207) 922-2094.

## III. Use of Units

### 1. Basics

- i. Each household is responsible for wasting the utilities (electric, heat, water, etc.). Conservation measures include keeping thermostats at a reasonable setting, windows closed, lights off when not in use and do not let water run unnecessarily. Windows are not to be opened while the heat is on, to prevent the loss of the heat.
- ii. Heating.
  - i. Supplemental heat source(s) such as portable heaters, electric fireplaces etc. are prohibited.
  - ii. Plastic on windows is prohibited.
  - iii. Placing anything on a heating source is prohibited.
- iii. Air Conditioners must only be installed and operated during certain months, per property specifications. Some properties have been designed to cool and heat efficiently. The need for an air conditioner should be limited. In the event that one is needed in such building the following must be used: The use of window air conditioner units is prohibited, as the window sash on the bottom is not conducive to the window units and are too small. Only Portable Air Conditioners will be allowed. Please see Property Manager for documentation on proper air conditioners. A

monthly fee will be charged for use of AC. Please check with the Management to determine the appropriate air conditioner that can be used in your property.

- iv. Flushable wipes, or sanitary items should not be disposed of in toilets. Only toilet paper/tissue should be flushed.
- v. Appliances and lights should be turned off when not in use.
- vi. Do not use kitchen range for additional heat or storage; use for cooking only.
- vii. Unauthorized extension of electrical service by means of permanent wiring, “wire mold” or extension cords longer than eight (8) feet.
- viii. Only people listed on the lease are permitted to occupy the unit. Additional members are subject to the Resident Selection process. Management reserves the right to request written proof of residency of the unauthorized person/people occupying the unit.
- ix. Abandonment is the tenant’s failure to pay the rent due for the unit and failure to acknowledge or respond to notices regarding the overdue rent which may result in legal actions being initiated.
- x. It is the responsibility of the resident to notify Management in writing of any absence from the unit in excess of two (2) weeks and not absent from Premises for more than two (2) months without good cause. Failure to do so may be considered in violation of the Lease Agreement and may result in legal action being initiated.
- xi. Animals
  - i. Residents must get written permission from Management before any animal may be on the premises.
  - ii. Residents who request a pet must sign the Animal Policy, and comply with all provisions of the Animal Policy, including payment of an additional pet deposit.
- xii. Notify Management immediately if you see signs of vermin, insects, or other pests. A work order for The Exterminators will be processed. In cases where signs of vermin, insects, or other pests are discovered in the unit, each member of the household must adhere to the exterminating treatment to prevent spread of pests throughout the property.

## 2. Interior

Walls, floors, carpet, ceilings, windows, woodwork and doors should be clean, free of dirt, grease, holes, cobwebs, and fingerprints. Carpets/flooring should be clean and free of any hazards. Windows and screens should remain in place, not be nailed shut, any broken glass needs to be reported to Maintenance or the Property Manager as soon as discovered. Trash shall be disposed of property and not left in the unit.



a. Kitchen

- i. Stove top, oven, refrigerator, cabinets exhaust fan, sink and food storage areas should be clean and free of food and grease. Tinfoil and burner cover cannot be used on the burners because they are a fire hazard. Tinfoil may only be used in the oven to cover food. The oven is not to be used for storage when not in use.
- ii. BangorHousing furnished or installed appliances or equipment must not be removed from the premises.
- iii. BangorHousing will not be responsible for moving, maintenance, or repair of any privately-owned appliances or household items.

b. Bathroom

- i. Toilet and tank, tub/shower should be clean and odor free.

c. Care of installed equipment

- i. Please notify maintenance immediately whenever there is a problem with a smoke detector. It is your responsibility to ensure that all smoke detectors in your unit have a working battery *AT ALL TIMES*.
- ii. Heating systems will be completely serviced by Maintenance prior to the heating season and the controls are NOT to be tampered with in any way. In apartments heated by hot air, a cold air return register is located in the entrance hallway floor near the door. Any dirt or dust falling into the register tends to go directly to the air filter. This air duct should be vacuumed weekly and never covered with any items. The electric baseboard heaters do not require periodic servicing but should be cleaned regularly.
- iii. **DO NOT PLACE FLAMMABLE MATERIALS AGAINST ELECTRIC HEATING UNITS, INCLUDING CURTAINS AND DRAPES.**
- iv. Please notify maintenance if your heating system is not working properly, especially if the heat in the apartment drops 10°.

d. Interior Surfaces

- i. Please keep stairs clear of objects. Loose rails and broken steps should be reported immediately to Maintenance.
- ii. If any outlets or switches are cracked or not functioning, please call Maintenance.
- iii. Pictures should be hung with care, keeping holes as small as possible. Wall stickers and staples are prohibited.

e. Interior Plumbing

- i. You should check plumbing in the bathroom and kitchen periodically for leaks.
- ii. Toilets and sinks are not to be used as general waste baskets. Do not put coffee grounds or grease down the sink. Only toilet paper and human waste is to be flushed in toilets. All parents should caution their children against putting foreign objects into toilet bowls.

f. Visitors and Guests

- i. The maximum stay for overnight guests shall not exceed fourteen (14) days during any calendar year without prior written approval of the Landlord.
- ii. You must provide Management with contact names, identification, and numbers for all overnight guests.

g. Maintenance

- i. Maintenance Request. The number for Maintenance is 207-942-6365. During normal working hours, you can call about routine issues, identifying the address and the type of problem. To enable Maintenance to respond promptly with the correct tools and supplies, you should describe the problem in as much detail as possible.
- ii. After working hours and on weekends the same number will contact the on-call Maintenance employee, who will respond and ascertain the appropriate course of action.
- iii. Entrance by Maintenance: Maintenance employees will make entrance to your apartment for the purposes of making repairs, by submitting a work order request you are giving permission for maintenance to enter your unit unless you specify otherwise.
- iv. In the case of an emergency, where delay could cause serious damage to the property, (i.e., fire, leaking water or wastewater, etc.) entrance to your unit will be permitted in your absence and a notice stating the reason, date and time of entry will be left.
- v. Maintenance does not enter any apartment when only minors are present in the unit.

h. Electrical Items

- i. Kitchens and/or bathroom(s) are equipped with GFCI (Ground Fault Circuit Interrupter) outlets. If you are not receiving power to one of these outlets, check to see if the reset button has popped out. If so, push in to reset. If reset button pops out again notify maintenance immediately.
- ii. Each unit has a circuit breaker that “trips” when there is a power overload. If you lose electricity, make sure the circuit breakers are all “ON”. Wait 5 minutes before you try to reset the breaker. To reset, flip OFF, the flip it back ON. If circuit breaker flips to “OFF” position again, notify maintenance immediately.



- iii. Light bulbs and replacement bulbs will be supplied for all property interior lighting, all other bulbs will be the resident responsibility and expense. If tenant(s) need assistance with replacing of other bulbs a fee maybe charged. Bulbs larger than 60 watts will cause damage to the electrical fixtures. Each apartment is wired for the normal use of lamps, radios, and television sets. Using multiple outlets plugs or extension cords may create a fire hazard and is prohibited.

#### IV. Other Rules

Regarding the unit/property/building/common areas, you and your guests/visitors are prohibited from the following actions/activities:

- a. To operate a business from the unit/property/building/common areas unless prior written consent of BangorHousing is obtained. The Lessee and/or Household Members may engage in legal profit-making activities in the Premises, if BangorHousing has determined that such activities are incidental to primary use of the Premises and those activities comply with all local zoning and land use ordinances, and do not increase noise, traffic or otherwise interfere with Lessees' use, enjoyment, and possession of the premises. Such determinations will be made by BangorHousing, in its sole discretion.
- b. To obstruct access to the use of elevators, stairwells, exterior doors (in addition to units) throughout the property/building/common areas.
- c. The use of wheeled devices (non- motorized) throughout the property/building/common areas, except for medical devices.
- d. To conduct solicitation activity throughout the property/building/common areas.
- e. From altering, disturbing, or interfering in any way with the grounds or landscaping.
- f. From vehicles parking/driving on sidewalks, grass, and unauthorized areas of the property.
- g. To participate in gang activity (graffiti, gang colors, marking of territory, etc.). Not possess, or allow Household Members, guests, or invitees to possess weapons or controlled substances in violation of any federal, state or local law.
- h. To scrap/paint (graffiti, etc.), burn, and deface any part of the unit/property/building/common areas.
- i. To climb onto roofs, buildings, trees, fences, etc. throughout the property.
- j. To feed any animals in the common areas throughout the unit/property/building/common areas (including decks/patios/balconies).
- k. To store personal items in any building or on any common areas throughout the property. Note that some properties have designated areas for residents to store some of their personal items. If your property has these storage areas, you must contact Management to request a storage bin/cage/area.

- l. To copy your key(s)/keycard(s).
- m. To have outdoor cooking equipment on decks, patios, balconies or other sections of the building/property. The local fire department and Management must approve outdoor grilling locations, unless otherwise permitted by Management.
- n. To store flammable/hazardous/illegal materials anywhere in unit/property/building/common areas.
- o. To litter throughout the property/building/common areas.
- p. To install liquid filled furniture in your unit.
- q. To add cable, telephone jacks, lighting, and electrical outlet/switches in your unit.

## V. Resident Charges

- a. Late fees: 4% of rent charged on 16<sup>th</sup> of the month
- b. NFS Charges: Charges actual bank charges.
- c. Special Management Services Resident will be charged the actual time and material charged to the property for damages caused by the resident, resident household members, or representatives associated to resident (guests, family, etc.). Documentation of these charges will be sent to the resident and filed in resident's property file.

## VI. Transfers

Unit transfers will be approved only if the tenant is in good standing with BangorHousing, which means the tenant is in compliance with the lease, current in all payments, and has passed all inspections. The family must pass a transfer inspection before they are allowed to move to the new unit.

Any charges from the old unit will be deducted from the security deposit and the new security deposit will be collected before transferring, with charges being transferred as well.

## VII. Termination of Lease

Prior to accepting a unit from an outgoing resident, the unit must be acceptable for the next resident.

In accordance with the terms of your lease agreement, a final inspection of the unit shall be completed before the resident can be released from their housing obligations. Until a move-out inspection is conducted, the resident remains financially responsible for damage to the dwelling unit.

The adult(s) in the household will notify the Administrative Office of the proposed move at least 30 days in advance. The move out inspection will be set up once the Notice of Intent to Vacate form is completed and delivered to the Administrative Office.

The final inspection ensures that standards of cleanliness have been met and provides for an assessment of damages beyond normal wear and tear. A representative of BangorHousing will accompany the head of household or a designated representative, in performing the final inspection.

The inspector will inform the resident as to the satisfactory or unsatisfactory condition of the unit and outside area. The resident can correct unsatisfactory conditions within a 24-hour timeframe. Otherwise, discrepancies will be recorded, and the resident will be sent a final statement from the Administration office within 30 days from the date of the final inspection. Keys must be returned to the inspector at the time of the final inspection.

### **VIII. Fire Prevention**

BangorHousing will call the City Code Office and the City Fire Inspector as needed if hazards are noted in or around any apartment. Such hazards are also referred to the Administration Office for further action. Hazards that can be prevented by the resident but are left unchecked can result in disciplinary action due to the endangerment of the community.

Residents are responsible for eliminating fire and safety hazards in and around buildings and are encouraged to report to the proper authority any hazards that are noticed.

Simple steps can be taken to avoid hazards, including:

Before going to bed or leaving the unit, making sure that the stove, lights, and all appliances are off.

Candles are prohibited, as there is a “no open flame” rule. Having no open flames of any kind, including but not limited to tiki torches, fire pits, or burn/fire pits.

Avoiding overload of electrical circuits.

Watch for fires - Representatives of the Bangor Fire Department make frequent inspections and are required to report any carelessness on your part. They will gladly help you with fire prevention advice and information at any time. Fire can be a tragedy for you and your neighbors. Be sure your young children know the danger. Never leave matches or lighters within their reach. Do not let rubbish or combustibles accumulate. Have a family safety plan that everyone is familiar with. To report an emergency, dial 911 and keep calm, give the exact location, your name, and telephone number.

### **IX. Resident Services**

BangorHousing has a commitment to our residents. When we work together as a team, we build a sense of community. Please see Resident Services Brochure included in move-in packet or see your Property Manager.

Attachments to the House Rules:

Attachment # 1 - Unit Infestation

Attachment # 2 - Smoking Rules

Attachment #3 – Mold

Emergencies – Always call 911

Non-Emergency

Fire Department 942-6335

Administration & Maintenance 942-6365

Police Department 947-7384

Bangor Public Works 992-4500

Useful Websites

Bangorhousing.org

Bangordailynews.com

Wabi.tv.com

Bangormaine.gov

Foxbangor.com

FOLLOW US ON FACEBOOK

Facebook.com/bangorhousing



Sign up to receive Text Alerts from BangorHousing.

TEXT bangorhousing to 51555

(Reply STOP when changing phones or to unsubscribe)

**PROPERTY NAME**

This is to indicate that on the date listed below, I have received a copy of the above property's **Rules/Handbook** information. I understand that these **Rules/Handbook** information is as of **MONTH/DAY/YEAR**. I further understand that failure to follow any of these **Rules/Handbook** information may be considered a violation of the lease and cause for eviction.

Unit#: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT #1 TO THE HOUSE RULES****UNIT INFESTATION**

This Attachment bed bugs or any other pests which may be discovered in individual units, common areas and/or personal belongings. BangorHousing recognizes the importance of pest and vermin control in providing a safe and healthy living environment to its residents. To achieve this, the BangorHousing Authority has adopted a pest control policy that will be implemented by the **Maintenance Supervisor**. Each report of a problem will be handled individually, and the response will be tailored to the specific problem and the area involved. **All residents will:** sign consent forms when and if an exterminator is called in; be informed in writing at least 48 hours before any exterminator will be treating any area; be given written instructions as to what they are responsible for as far as preparation that needs to be done before the treatment can be done. Any instructions will be reviewed with the resident to make sure they understand what needs to be done and to answer any questions or concerns they may have. The exterminator will have current Material Safety Data Sheets on all products used and will make them readily available to any resident if requested.

Failure to abide by this Attachment of the House Rules may be deemed a serious or repeated violation of the terms and conditions of your Lease Agreement.

By signing this Attachment, you agree and acknowledge as follows:

1. You have inspected the unit prior to move-in and did not observe any evidence of bed bugs, other pests, or bed bug/infestation.
2. You are not aware of any infestation or presence of bed bugs/pests in your current or previous apartments, home or dwelling. You are not aware of any bedbug/pest infestation or presence of your furniture, clothing, personal property, or possessions. You have not been subjected to conditions in which there was any bedbug/pest infestation or presence or
3. If you had previously lived anywhere that had a bedbug/pest infestation, all your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest control professional. BangorHousing may review documentation of the treatment with you or prior landlord. Any previous bedbug/pest infestation which you may have experienced have been disclosed to Management.
4. BangorHousing and its pest control agency shall be entitled to access to your apartment at reasonable times to inspect for or treat bedbugs/pests, which could include the use of certified inspection animals. BangorHousing has the right to select any licensed pest control professional to treat the unit and building. You are responsible for and must, at your own expense, have personal property, furniture, clothing, and possessions treated according to accepted treatment methods established by the pest control agency. Failure to provide access and/or to be fully prepared in accordance with all guidelines provided by BangorHousing or its chosen pest control agent on the date/dates that you have been informed of an inspection or treatment may be deemed a serious or repeated violation of the terms and conditions of your Lease Agreement. If you require a Reasonable Accommodation to meet the requirement for treating personal belongings, you must contact BangorHousing at least 48 hours prior to the scheduled inspection or treatment day.
5. You agree to promptly notify BangorHousing:
  - (a) Of any known or suspected bedbug/pest infestation or presence in the unit, furniture, or personal property;

- (b) Of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bedbugs, or by any condition or pest you believe is in the unit.
- 6. If BangorHousing confirms the presence or infestation of bedbugs/pest, you agree to cooperate and coordinate with BangorHousing and its pest control agents to treat and eliminate the infestation.
- 7. You agree to not bring used furniture from known or unknown sources into the unit or building, unless the determination can be made with absolute certainty that a piece of second-hand furniture is bedbug free.
- 8. You agree to inspect rental furniture for bedbugs/pests before bringing into the unit or building.
- 9. You agree to immediately report to BangorHousing any sightings or suspicions of bedbugs/pests in their unit or building.
- 10. You agree to not attempt to treat any bedbug/pest infestations on your own. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.

Tenant(s) have read and understand this section of the House Rules.

\_\_\_\_\_

Head of Household

\_\_\_\_\_

Date

\_\_\_\_\_

Co-Head

\_\_\_\_\_

Date

The Fair Housing Act prohibits discrimination in the sale, rental, or financing of housing on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, or disability. State and local law may protect additional classes. Applicants may file a complaint of discrimination with the U S Department of Housing and Urban Development, Assistant Secretary for Fair Housing and Equal Opportunity, Washington, D.C. 20410 or the Maine Human Rights Commission, 19 Union Street, Augusta, Maine, 04330

## ATTACHMENT # 2 TO THE HOUSE RULES

## SMOKING RULES

This Attachment states the following additional terms, conditions, and rules which are hereby incorporated into the House Rules within the Handbook.

A breach of this House Rules Attachment shall give each party all rights contained herein, as well as the rights in the Handbook.

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free property.
2. **Definition of Smoking.** The terms smoke or smoking, as those terms are used herein, shall include, without limitation: (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes; (2) to the extent not covered by (1), waterpipes (hookas); (3) burning marijuana from any source; including but not limited to cooking marijuana; and (4) electronic nicotine delivery devices or electronic smoking devices, which are defined as electronic devices that can be used to deliver an inhaled dose of nicotine, or other substances. Electronic nicotine delivery devices or electronic smoking devices shall include, without limitation, any device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, or any other similar product name or descriptor.
3. **Smoke-Free Complex.** Tenant agrees and acknowledges that the Tenant, members of Tenant's household, or guests or invitees shall not smoke in the premises rented to the Tenant, interior areas (including but not limited to hallways or other commons areas), or anywhere else on the property except in the designated smoking area or other areas permitted under your lease.
4. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
5. **Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate areas of the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common area. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.



6. **Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant's smoke-free House Rules attachment agreements with Landlord. (In layman's terms, this means that Tenant's commitments in this Attachment are made to the other Tenants as well as to Landlord.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that the Landlord breached this Attachment.
7. **Effect of Breach and Right to Terminate Lease.** A breach of this House Rules Attachment shall give each party all the rights contained herein, as well as the rights in the Handbook. A material breach of this Attachment shall be a material breach of the House rules and Handbook and grounds for immediate termination of the Lease by the Landlord.
8. **Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate areas of the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. Landlord specially disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements of this Attachment is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Attachment than any other landlord obligation under the Handbook.

**LANDLORD**

**DATE**

**TENANT(S)**

**DATE**

_____	_____	_____	_____
		_____	_____
		_____	_____

The Fair Housing Act prohibits discrimination in the sale, rental, or financing of housing on the basis of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, or disability. State and local law may protect additional classes.

Applicants may file a complaint of discrimination with the U.S. Department of Housing and Urban Development, Assistant Secretary for Fair Housing and Equal Opportunity, Washington, D.C. 20410 or the Maine Human Rights Commission, 19 Union Street, Augusta, Maine, 04330.

## ATTACHMENT # 3 TO THE HOUSE RULES

### MOLD AND MILDEW

This Attachment states the following additional terms, conditions, and rules which are hereby incorporated into the House Rules within the Handbook. A breach of this House Rules Attachment shall give each party all rights contained herein, as well as the rights in the Handbook.

**TENANT** and **LANDLORD** agree that they desire to keep the dwelling unit free from unhealthy conditions, including excess moisture and the growth of mold and mildew. **TENANT** agrees to undertake the following measures to reduce excess moisture and prevent the growth of mold and mildew:

1. Report to **LANDLORD** immediately any evidence of water leakage or odors emanating from the plumbing, appliances or through an interior or exterior surface.
2. Wipe up and dry any surfaces such as floors and windowsills and under sinks that have accumulated water or excess moisture from showers, sinks, etc.
3. Use pre-installed bathroom fans when showering or bathing and kitchen exhaust fans when cooking.
4. Regularly clean vinyl, tile, and countertop surfaces with common household cleaners.
5. Keep heating, ventilation, and air-conditioning ducts open and free from blockage.
6. Keep damp or wet materials away from porous surfaces, including carpeting, walls, wood, and vinyl flooring.
7. Report to **LANDLORD** immediately any signs of mold, mildew or discoloration on wall, floor or ceiling surfaces that do not wipe away with common household cleaner; and
8. Report to **LANDLORD** immediately any problem with the heating or cooling system, or any bathroom or kitchen fan unit.

\_\_\_\_\_  
Head of Household signature

\_\_\_\_\_  
Co-Head of Household Signature

\_\_\_\_\_  
Property Manager Signature