

Apartment Rules and Regulations

A.R.R.

Last Modified: July 29, 2017

This Agreement is dated and in effect as of the 14th of September 2017, between these parties:

Alexander Garcia
Eric Grossman

Christian Low
Joey Paglia

Dominic Gaiero
Josiah Pang

(hereinafter the “Client”, “tenant”, or “any party”)

This contract governs how the contracting parties behave in this apartment with mailing address TBD(henceforth called “this apartment” or “the apartment”). This contract shall become effective (the “Effective Date”) upon the date all of the contracting parties (hence forth called the “tenant” or “any party”) have signed this document. This document shall stay in effect until the 9th of December 2017 at 11:59:59 PM, at which point this Contract will terminate.

REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES: EACH PERSON SIGNING THIS CONTRACT REPRESENTS AND WARRANTS THAT HE OR SHE IS DULY AUTHORIZED AND HAS LEGAL CAPACITY TO EXECUTE AND DELIVER THIS CONTRACT. EACH PARTY REPRESENTS AND WARRANTS TO THE OTHER THAT THE EXECUTION AND DELIVERY OF THE CONTRACT AND THE PERFORMANCE OF SUCH PARTY’S OBLIGATIONS HEREUNDER HAVE BEEN DULY AUTHORIZED AND THAT THE CONTRACT IS A VALID AND LEGAL AGREEMENT BINDING ON SUCH PARTY AND ENFORCEABLE IN ACCORDANCE WITH ITS TERMS. SEE THE FOLLOWING PAGE FOR SIGNATURES.

By Signing this document, you agree to uphold all of the below mentioned rules and regulations and agree that a breach in any of the rules or regulations will result in disciplinary action.

Alexander Garcia
Party 1

Christian Low
Party 2

Dominic Gaiero
Party 3

Eric Grossman
Party 4

Joey Paglia
Party 5

Josiah Pang
Party 6

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§1 Footwear

This section covers the protocol with respect to footwear in and around the apartment.

1. Once entering the apartment, all footwear will be removed.
2. Footwear can either be placed in the designated footwear storage bin or in one's University appointed bedroom.
3. Footwear that is permitted on premises is limited to: Sandals that are worn indoor only, or in exterior spaces where copious amounts of dirt are not furnished.
4. If entering the apartment for less than five minutes, the footwear is permitted to stay on one's feet
5. Footwear can be removed in one's university appointed bedroom unless the under of the footwear is wet, then it shall be removed at the entrance and may be placed in one's university appointed bedroom.
6. This rule will be enforced upon all guests and visitors who enter this apartment

1.1 Footwear - more information

1. Footwear includes, but is not limited to shoes, boots, sandals, or any other item that is worn over the foot. Footwear does not include socks, slippers, and indoor sandals. Use discretion.
2. Footwear that enters the apartment will not be covered in any amount of dirt and/or mud. Should footwear have any mud or water, that footwear is not permitted to touch the floor of the apartment. This footwear will be removed outside of the apartment.

§2 Kitchen

This section covers the protocol with respect to cleaning and maintain the apartment kitchen. In essence, there is no reason a dish should be left in the sink for longer than twenty-four hours.

1. Once a dish is used, it may be kept in the sink for no longer than twenty-four hours.
2. If the preparation of the dish requires use of any other tools, each tool will also be cleaned and placed in the drying rack no more than twenty-four hours after the previously stated tool is used.
3. Should any part of the counter top, stove top, or table (either kitchen table or coffee table) be used to place any dish or tool used, it must be cleaned no more than twenty-four hours after use.
4. If any food should spill (either on the ground, or any other surface) it will be wiped up immediately.
5. Should Any dish be broken, it will be replaced within a timely manner.
6. When a roll of paper towel is completely used, it must be replaced immediately.
7. **Any person that leaves an item in the sink for longer than twenty-four hours shall put \$3 in the rainy-day fund. (Amount subject to change)**

2.1 Kitchen - more information

1. Tools include, but are not limited to: forks, knives, spoons, cutting boards, or any other item found in this apartment or borrowed items from other apartments.
2. Timely manner is defined as: twenty-eight days.

§3 Cleanliness

Clean is defined as all personal property each tenant is in that tenant's university assigned room, trash is removed, floors are swept, counters and bathrooms are cleaned off and no junk or trash is visible except for in the designated trash receptacles. No food or food remnants will be left in the apartment, the refrigerator and stove will "wiped down" and there will be no crusted over food or spills. The bathrooms will be in a clean state and free of excrement and urine in the toilets.

1. No personal artifacts will be kept in the common areas.
2. No food products or food wrappers will be left in any common area or floor of the study or in a bathroom.
3. All jackets will be placed on their designated hooks.
4. No backpack will be placed in any common areas. Backpacks will reside in the study or in the tenant's university assigned room.
5. Any papers will not be placed in any common areas. Any paper placed in these areas are subject to be thrown away.
6. Any other items left unattended in these areas that are not permanent fixtures of the apartment are subject to removal.

3.1 Cleanliness - more information

1. Common area defined as: entry from door, kitchen, living room, both hallways, bathroom. Any area that is not a university assigned bedroom or the study is considered a common area.
2. A permanent fixture of the apartment is defined as: Any object that was originally in the apartment on move-in day, or a product that was purchased for the entire apartment to use (i.e. the television, etc.)

Food is not considered a permanent fixture.

§4 Noise

1. No excessive sounds are permitted any time of the day. As the time of day changes, what is considered excessive changes. For instance, it is acceptable to play the stereo at 12:00:00 PM, but not in the night when one of the tenants are sleeping.
2. Screaming is prohibited any time of the day, except during emergencies.
3. Once any contracting party sleeps, the rest of the contracting parties, guests, and visitors will reduce their voices, music, or any device that makes sound to no more than 82dB. 82dB is equivalent to the sound that a garbage disposal makes.
4. No object will be thrown against any wall when a tenant is sleeping.
5. The doorbell may not be rung between the hours of 11:30:00 PM to 08:00:00 AM unless the person ringing the doorbell does not have a means of entry into the apartment.

Means of entry is defined as for example, requesting entry from a member of the apartment. If no one responds, then the doorbell may be rung.

4.1 Noise - more information

1. Sleeping is defined as once any tenant enters their university assigned bedroom at night with the intent to sleep.

§5 Water Pitcher

The water pitcher level shall always be above the green line. Should the water level fall below the green line on the water pitcher, the person or persons who used the water must fill the water to the top of the water pitcher.

§6 Thermostat

The thermostat shall be set to sixty-nine, no more, no less. Sixty-nine shall be the number thou shalt set the thermostat, and the temperature setting of the thermostat shall be sixty-nine. Seventy shalt thou not set the temperature, neither set to sixty-eight, excepting that thou then proceed to sixty-nine. Seventy-One is right out. Once the number sixty-nine, being the sixty-ninth degree, be reached, then release thine hands from the thermostat.

1. Should any window be open in the main living area of the apartment, the thermostat heat setting will be set to the 'off' position. The fan position can either be set to 'auto' or 'on'.
2. Should any room have the window open, and the thermostat heat setting is set to 'heat' then that room's door will be closed.

§7 Music

Music may be played in the apartment, but should the majority of the tenants not want to listen to the previously stated music, then the offending person shall listen to their music through headphones.

1. Music is permitted in the bathroom, but do not play it too loudly.
2. Should any tenant wish to play music in their university appointed bedroom out loud, that music, once the door is closed, should be at a maximum only be loud enough to be heard, but the actual music should not be discernible.

§8 Visitors and Guests

Visitors are permitted in the apartment given that they follow the following regulations

1. Guests must follow:
 - §1, Footwear
 - §4, Noise
 - §7, Music
2. Please note that the noise regulations are of the greatest importance to be followed and visitors, especially those that visit at night must be respectful of the other tenants.

§9 Rainy Day Fund

The rainy day fund is only for emergencies. When putting money into the rainy day fund or removing money from the fund, mark the amount that was either added or removed from the fund. The rainy day fund shall be given to one individual to look after and it shall be their responsibility to maintain control of the fund. At the close of the school

§10 Venmo® and Reimbursement

This section covers the protocol for how to pay back any party.

1. Should one contracting party purchase goods for the apartment, and place a charge in Splitwise® or Venmo® to get reimbursed for the charge, all other members must pay back the amount indicated on Splitwise® within seven days.
2. Should the majority (two-thirds) of the contracting members or members that were charged decide that the purchase should not be reimbursable, then the charge does not have to be reimbursed by any member which was charged for the previously stated good.
3. Should any of the charged parties be unable to reimburse the contracting party that purchased the previously stated good, then they must, within five business days state when they will be able to reimburse the payee for the previously stated good.

§11 Breach of Contract

This section covers the ramifications of a contract breach for any of the contracting members.

While serious ramifications are not possible due to the nature of this housing situation, some sort of punishment is in order.

With this in mind, it seems that the only appropriate form of punishment (at least for the lesser violations) is some sort of baking. Any violator must bake some sort of delicious treat. 😊

Some violations require the offender to deposit money into the rainy day fund (see §9). The amount that must be deposited per violation is stated in each section. Follow the guidelines per section for more information.

However should multiple violations happen, then a meeting shall be called with all members of the apartment.

Nullification of Contract

Expires 9th of December 2017

Should five-sixths of the contracted parties decide that this contract is ineffective, each party may sign to nullify this contract and write a new contract. However, contract addendums are permitted, given that at least two-thirds of the contracting parties sign the addendum. It must be attached to this document, and give clear indication (through explicit wording) that the addendum is a part of this contract. All addendums, unless otherwise noted, shall expire the same date and time that this contract expires.

If this contract is deemed ineffective before the 9th of December 2017, all contracted parties may sign below and nullify this contract.

Alexander Garcia
Party 1

Christian Low
Party 2

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Party 3

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Party 5

Josiah Pang
Party 6