Welcome Home!

THE
-BELLAMY-

Resident Handbook

2015 - 2016

Follow us on:  

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We are excited to have you as a resident of The Bellamy Apartments. We have put this handbook together to provide you with all the information necessary for a great Bellamy experience. Please note that by signing your lease you acknowledge all of the policies and procedures included in this handbook. We have included these policies for your benefit; please know that they are subject to change at any time. Please feel free to contact us at the Leasing Office with any questions you may have about any of the information provided in this handbook. We look forward to a great year and welcome to The Bellamy!

**Leasing Office Hours:**

- Monday-Friday 9 AM – 7 PM
- Saturday 10 AM – 5 PM
- Sunday 1 PM – 5 PM

**Clubhouse Hours:**

- Monday-Friday 9 AM – 7 PM
- Saturday 10 AM – 5 PM
- Sunday 1 PM – 5 PM

The Fitness Center, Conference Room and Computer Lab are all **24 Hour** Access Areas with your Fob.

**Having an individual lease agreement & what that means!**  
You have entered into an individual lease agreement with The Bellamy Apartments 😊

Having an individual lease is a great way of renting an apartment while minimizing your financial responsibility! Since you have chosen to enter into an individual agreement you are only responsible for your monthly rental installment as well as either a fourth (if you’re in a 4 bedroom) or a half (if you’re in a 2 bedroom) of your electricity bill each month.

This also means that you are still financially responsible for your signed lease agreement if ...

1. Your requested roommates are not approved or decide to cancel before all required paperwork is approved.
2. You decide to transfer schools or decide to move home
3. You decide to study abroad for a semester during your signed lease term.

**Are my August 2015 rent and July 2016 rental payments prorated?!?!**

No, all Bellamy Lease Agreements are installment leases. Meaning, you have agreed to pay ONE bulk amount for your entire term. For ease of payment we have divided that payment into equal installments so that each month you are paying the same exact amount.
**Paying Rent:**

Please remember that rent is always due on the 1st of every month. Phone calls to both the resident and the Parental Guarantors will begin on the 4th of each month if payment has not been received. A $100 late fee will be placed on your account after the 5th. If rent is not paid in full by the 14th of the month eviction proceedings will begin on any balance that is past due.

You must pay rent online and in full with a credit card, checking account and routing number, or via money gram using the instructions included in this handbook.

The only money orders or cashier’s checks that will be processed in the office will be payments made late that are written for the full past due balance. All late payments must be made with certified funds (i.e. cashier’s check or money order). Please include residents name, building number, and apartment number on all certified funds.

Late payments may be mailed to the address listed below or dropped off into the office.

The Bellamy Apartments  
1501 Bellamy Place  
Louisville, KY 40208

Checks that are returned by the bank for insufficient funds (NSF) will not be deposited a second time. A returned check fee of $75.00 will be applied to your account as well as any late fees if returned after the 5th day of the month.

**How to Pay Rent Online**

- [www.bellamylouisville.com](http://www.bellamylouisville.com)

- In the Resident Services box, just below the main photo on the first page, click on “Enroll Now”.

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• Fill out all required fields in the “create an account” box

• You will then be sent to a page to confirm your identity and address

• Once you log on you will be able to enter work orders or pay rent online.
• To pay rent you will click on the link that says “Payments”. You will then have the option to make a onetime payment by selecting ($ Make a Payment) or the option to set up Auto Payments.

• Once you select your preferred payment type, you may enter the amount you wish to pay. All methods of acceptable online payments are visible along the bottom of your screen with their associated convenience fees. (* Please note that all credit card fees vary based on the amount you are paying, i.e. the higher the amount, the larger the convenience fee).
***Please Note- IF you select to pay with a VISA, this option does require a verification phone call after submission.

***Payment is not complete until you receive a confirmation number.

***AUGUST RENT SHOULD BE PAID ONLINE PRIOR TO MOVE-IN DAY. RESIDENTS WILL NOT BE PERMITTED TO PICK UP KEYS WITHOUT PAYMENT MADE.

SOME TIPS FOR ONLINE PAYMENT:

- Please make sure that you are using the correct credit card.
- After the payment has gone through you will see a receipt with a confirmation number. Please print this off for your records. If you do not receive a confirmation number then your payment did not process and you will still have a balance due.
- IF YOU ARE PAYING WITH VISA- If you are paying with visa your balance must be below $600 & you must complete the final step with the verification phone call.
- IF YOU ARE PAYING WITH A CREDIT CARD- Please note that each type of credit vendor charges a different convenience fee based on your balance due.
- The cheapest forms of online payment are e-checks and money grams.
How to submit a service request

- Follow the directions listed above to log into your online portal. Once logged in select the tab labeled “Maintenance”, and select “Request Maintenance”.

- Be sure to fill out all required fields and be as detailed as possible to better inform our maintenance team of your requests.
**Maintenance Requests and Emergencies:**
All Maintenance Requests for the property should be submitted online via the student portal, we are not able to schedule requests by phone. (See How to Logon Section on previous page). Maintenance hours are Monday-Friday 9am-5pm. Please remember that Maintenance requests cannot be fulfilled if pets are left unattended.

**For any After Hours Emergency please call our main office line:**
502-634-5996 and select option 3.

We have determined the following items to be considered an on-call emergency:

1. NO A/C IF THE EXTERIOR TEMPERATURE IS 85 DEGREES OR ABOVE.
2. NO HEAT IF THE EXTERIOR TEMPERATURE IS 58 DEGREES OR BELOW.
3. NO HOT WATER.
4. A NOTICABLE AMOUNT OF WATER LEAKING/DRIPPING FROM ANY PLUMBING SOURCE OR ROOF LEAK.
5. TOILET ISSUES: The toilets are water conserving, low flow toilets, PLEASE REFRAIN FROM DISPOSING ANYTHING BEYOND REGULAR TOILET PAPER.
6. All residents are required to own a toilet plunger, in the event of a potential overflow, please reach down below/behind the toilet tank and turn the water valve off. You will hear the water stop running immediately.
7. LOCK OUT PROCEDURES: IN THE EVENT OF A LOCKOUT AFTERHOURS, CONTACT A LOCKSMITH. ANY LOCKSMITH SERVICE WILL ALSO ASSIST YOU IF NECESSARY, THEIR RATES MAY VARY; PAYMENT IS REQUIRED WHEN SERVICE IS RENDERED AND IS THE RESPONSIBILITY OF THE RESIDENT. A SPARE KEY IS AVAILABLE FOR YOU AT THE CLUBHOUSE DURING REGULAR OFFICE HOURS.
8. If you have a true emergency please contact the proper authorities, 911.

**Plumbing:**
A charge will be assessed for unclogging plumbing equipment, in cases where malfunctions are caused by the introduction of improper objects therein, such as toys, cloth objects, grease, feminine products, and other foreign matter. The cost of repair or replacement of other equipment or furnishing of the Landlord will be the responsibility of the Resident.

**Trash:**
Dumpsters and/or compactors are conveniently located in the apartment community. Residents should ensure that all trash is placed in plastic bags and securely tied before being placed in a dumpster/compactor. Trash should not be placed to the side of the dumpster/compactor. Boxes should be broken down before placing them in the dumpster/compactor. Furniture should not be left in the dumpster/compactor. Please remove the furniture from the community on your own. Recycling is located in the back of the community between the Parking Garage and the Maintenance shop (Blue Container).

**Trash must not be left outside the apartment unit at any time for any reason.** If Resident leaves trash outside and Maintenance has to dispose of the trash there will be fines charged per bag that is left outside.

**Pest Control:**
Pest control is provided on a regular basis to the exterior of the buildings. If there is a special problem with pests, it is the Resident’s responsibility to notify Landlord so that the exterminator can pay special
attention to the situation. If the Resident has pets and it becomes necessary to spray for fleas, the Resident will be assessed an additional charge.

**Maintenance and Management Entry:**
The Bellamy Maintenance and Management Staff, as well as any contracted employees, have the right to enter the apartment for the purpose of inspections, repairs, and cleaning. Please keep in mind that all Staff and employees will knock first and announce themselves upon entry. The Maintenance and Management staff will also conduct quarterly inspections for the purpose of inspecting the unit for damages, changing air filters and checking smoke detectors. These inspections will not be scheduled with an exact time. You will receive notification via email and flyers before quarterly inspections begin. In an emergency situation, Landlord may enter at any time to protect life or prevent damage to the Unit or Apartment.

**Guests:**
Residents are responsible and liable for the conduct of Residents’ family, invitees, licensees and guests. Any actions of the guests that are in violation of the Lease Agreement may result in fees or termination of the Lease Agreement. If Resident desires to have a guest, the guest shall not stay for more than two (2) consecutive nights. In the event of occupancy by any unauthorized guest(s) of the Unit or Apartment, Landlord shall be entitled to recover from the Resident and guest(s), an amount equal to the amount of the most recent Rental Installment.

**Amenities:**
The use of the Amenities by the Resident shall be at the Resident’s own risk and use may be regulated, denied, or restricted at any time by Landlord. Resident agrees to abide by rules and regulations established for use of recreational and service facilities. Such rules and regulations will be posted at the facilities. All guests must be accompanied by a resident and are not the responsibility of the Landlord. Pool regulations are posted at the pool area and adherence to the rules are the responsibility of the Resident. Resident understand that Landlord is not responsible for accidents or injury to Resident, other occupants, or guests that are a result of not adhering to the posted pool regulations, including those that may occur after the posted pool hours. While at the pool, Resident must have no more than two guests per resident. You can reserve the movie theater at no cost during clubhouse hours. To sign up for the movie theater, call or reserve it in the clubhouse.

**Noise Violations:**
Louisville has a noise ordinance that applies to all areas of the city. It applies to the sound generated within an apartment or single property, as well as to amplified stereo sound in automobiles. It applies to indoor and outdoor sound. It also applies to animals that, by habitually howling, barking, or crying, disturb nearby residents. Anyone who wants to exceed the allowed decibel level must apply for a permit. The use of outdoor sound amplifying equipment requires a separate "Outdoor Amplified Sound Permit" issued by the Louisville Police Department. Violation of the City of Louisville Noise Ordinance will result in a $100 citation. **If you are given a fine by the Louisville Police Department, you will also be fined $100 by The Bellamy.**

**Fire Alarms:**
In the event of a fire, pull the fire alarms located in the breezeways of each building and call 911. If Resident or guest(s) tamper with fire equipment or pull the alarms when there is NOT a fire emergency this can result in the violation of Lease Agreement and serious consequences.
General Statute 14-286 states
*It shall be unlawful for any person or persons to wantonly and willfully give or cause to be given, or to advise, counsel, or aid and abet anyone in giving, a false alarm of fire, or to break the glass key protector, or to pull the slide, arm, or lever of any station or signal box of any fire-alarm system, except in case of*
fire, or willfully misuse or damage a portable fire extinguisher, or in any way to willfully interfere with, damage, deface, molest, or injure any part or portion of any fire-alarm, fire-detection, smoke-detection or fire-extinguishing system. Any person violating any of the provisions of this section shall be guilty of a Class 2 misdemeanor.

Entrances, Hallways, Walks and Lawns:
Entrances, hallways, walks, lawns and other public areas should not be obstructed or used for any purpose other than entering and exiting. Storing of Resident’s Personal property in public areas is prohibited.

Personal Property:
Due to legal limitations it is not possible for Landlord to insure the personal property of the Resident. It will be necessary for Resident to obtain apartment dwellers coverage, Renter’s Insurance, at Resident’s personal expense from an insurance agent to cover any possible loss to personal property.

Patios and Balconies:
All patios and balconies must be kept clean and clear of storage items. Hanging of clothes, garments or rugs over railing of patios or balconies is not permitted. Patios and balconies are not be used for anything except patio furniture, flower boxes, and plants. For safety, do not place plants or other items on balcony railings. Do not leave a container of cigarette butts on the patio because it may cause a fire that could result in charges to the resident. Animals and animal waste should not be left on the patio for any reason. Bellamy Furniture should not be set on the patio for any reason; any furniture stained or damaged by the weather may result in furniture replacement charges.

Storage:
No goods or materials of any kind or description which are combustible or would increase fire risk shall be placed in storage areas. Storage in such areas shall be at Resident risk and Landlord shall not be responsible for any loss or damages. Heating/air conditioning or water heater closets are not to be used for storage purposes. Storage of personal property in water heater closets is prohibited. If the water heater is not located in a larger closet or storage area, then it is the Resident’s responsibility to not store any personal items within 12 inches of the water heater. Flammable items and combustibles may not be stored in the closet/storage unit where the water heater is located.

Outdoor Cooking:
No charcoal grill, cooker, brazier, hibachi, gasoline, other flammable liquid, liquefied petroleum gas fired stove, grills with propane tanks or similar device is allowed to be stored or used on patios or balconies. Additionally, none of the above mentioned items may be used in breezeways, stairways, or other common access areas. In many locations these items are also restricted by local government ordinance. Residents found in violation of this rule will be reported to local authorities and will be responsible for all fines associated with the violation.

Window Treatments:
Window treatments must have a white lining or a white shade. Bed linens, towels, tin foil, flags, reflector file, etc are not acceptable. Window treatments provided by the Landlord must be kept in good repair or they will be replaced at Resident’s expense. This includes blinds on all windows and doors.

Mailboxes:
All mailboxes are located at the side of the clubhouse. We will distribute one (1) mailbox key per resident. Please check your mail on a regular basis to prevent the boxes from getting too full. Please update the office with any changes to your phone number or email address to ensure that you receive
emails, notices, and flyers. To prevent debris from flying around the property all notices will be placed in your mailboxes unless they are notices from the community that require your immediate attention.

**Signs:**
Resident may not display any signs, exterior lights, or markings on the apartment. No awnings or other projections should be attached by the Resident to the outside of the building of which the apartment is a part.

**Speed Limit:**
The Maximum speed limit throughout the property is 10 M.P.H. unless posted otherwise.

**Inoperable Vehicles:**
Abandoned or inoperable vehicles may be towed at the owner’s expense. The determination of whether a vehicle is abandoned or inoperable shall be at the discretion of Landlord. A vehicle that has an expired registration, will not start and run, or has not been moved for more than 5 days, will be considered abandoned or inoperable. Absolutely no vehicle should be repaired on the property.

**Parking Passes:**
All Bellamy Residents must apply the Bellamy parking stickers to their cars at the time of move in. This parking pass must be visible while parking on the property at all times. Management recommends that parking stickers are applied to the lower driver’s side corner of the front window. **All visitors must park in visitor parking at all times on the 3rd floor of the parking garage.** It is the responsibility of the resident to notify their guests of parking policies. The Bellamy Apartments will not be held responsible for any towing fees that a resident or resident’s guest may acquire. Handicap parking spaces are specifically reserved for handicap residents and guests only. Any person parked within a handicap parking space will be towed if they do not have the proper handicap parking identification. If you happen to lose or misplace your parking pass the cost to replace it will be $100. If, for any reason, you drive a new vehicle, or your parking sticker is no longer adhesive to the window please make sure to bring your old parking pass to the office. We will be able to replace it for you but if you do not provide us with your old parking pass there will be a $100 replacement fee that must be paid prior to receiving any new parking pass.

**Premium/Reserved Parking:**
If you are interested in purchasing a reserved parking space please visit the clubhouse to sign up! Reserved parking is an extra $20/mo to park outside the garage or $5/mo to park on the 1st floor of the parking garage and you will be given a specially colored “Reserved Parking” pass at sign-up. There is a limited number of reserved spaces, so sign-up is first come, first served. **DO NOT PARK IN A PARKING SPACE MARKED AS RESERVED OR YOU WILL BE TOWED AT VEHICLE OWNER’S EXPENSE.**

**Vehicle Parking:**
All motorcycles and mini-bikes must be parked in the parking garage, and may not be placed in the apartment or other ground areas. Vehicles must not be parked on the grass, in fire lanes or other undesignated areas. Vehicles must not be parked in a manner that will obstruct the movement of other vehicles. Vehicles not conforming to these rules may be towed away at owner’s expense. Vehicles with more than 2 axles, vehicles with exterior signage or writing and vehicles utilizes for hauling of equipment and supplies (i.e. ladders, lawn mowers), are not permitted to be parked on the property and may be towed away at the vehicle owner’s expense.

**Towing:**
Any non-resident that is parked in residential parking will be towed at the owner’s expense. Any resident that is parked within residential parking that does not have a clearly displayed parking pass will
be towed at the owner’s expense. The Bellamy will not be responsible for the reimbursement of any towing fees or for any damage caused to the vehicle while on Bellamy property.

**Towing Company: Mosby’s Towing 502-447-1234**

**Delivery of Packages:**
Resident authorizes Landlord to accept any packages delivered to the Leasing Office for them. Resident understands that packages accepted by Landlord on behalf of Resident may not be kept in a locked and secured area and that the Resident will not hold Landlord responsible for packages if they are lost or damaged. Furthermore, packages left for more than thirty (30) days will be returned to sender unless prior arrangements have been made by Resident. You will receive notification in your email (or text if you have opted in for text notification) for any packages that are received in the Leasing Office, once all packages have been logged for pick-up.

**Security:**
Resident hereby acknowledges that Landlord does not provide and has no duty to provide any protective services to the Resident or the apartment community. Resident shall look solely to the public police for security protection. Resident agrees and acknowledges that protection against criminal action is not within the power of the Landlord. Gates, fences, alarm systems, locks, and courtesy officers that may be provided at the apartment community are primarily for the protection of the Landlord’s property and are not a warranty of protection nor are they specifically provided for the protection of Residents’ or guests’ person or property. Even if, from time to time, Landlord provides protective services, Resident cannot rely upon those service and they shall not constitute a waiver of, or in any manner modify, this Agreement. Landlord shall not be liable for failure to provide adequate protective services or for criminal or wrongful actions by others against Resident or Resident’s guests or invitees.

**Gate Access:**
Gates will remain closed 24/7, except for maintenance and service. When the gates are closed, a resident will be able to gain access by stopping in front of the gate call box, and holding their key card next to the call box. **Please do not rush the gates!!!** If you break them, you pay for the repair. Also remember that the gates will open and close between each car as you are exiting the property as well. You will not need to use your card to exit the property. Bellamy guests must go to the call box located on the entrance drive to gain access to the property. The call box has a directory of all residents listed alphabetically by last, then first names. Your guest will chose your name and call you from the call box. You will receive the call on your cell phone and will be able to talk to your guest directly. Press “9” on your cell phone to open the gate on the right.

**Security Alarms:**
The Bellamy Apartments is providing each apartment with a security alarm that is registered with the City of Louisville. The City of Louisville requires registration of all alarms that summon the Louisville Police Department through a monitoring service. Due to all alarms being registered and the fees that are associated with false alarms it is important to make sure that all users are familiar with the alarm system. By signing this agreement you agree to train yourself on the Security Alarm system using the instructions provided to you by The Bellamy Apartments. False alarm fines begin on the 2nd false alarm for registered systems. The fines associated with false alarms are as follows:

**Schedule of Fines:**
1st False Alarm: $50.00
2nd False Alarm: $100.00
3rd and 4th False Alarms: $150.00 each
5th and 6th False Alarms: $200.00 each
7th and 8th False Alarms: $300.00 each
9th and above False Alarms: $400.00 each

Resident also agrees to pay fines for any damages to the security alarm base and any other pieces of equipment related to the Security Alarm.

**Securing Apartment:**
a. You shall personally ensure that (i) the windows and exterior door of the Apartment are closed, locked, and otherwise secure and (ii) that any security alarms for the Apartment are activated any time you exit the Apartment.
b. You agree that Your failure to secure the Apartment shall be construed as (1) Your default of the Lease, and (2) as an act of negligence on your part for which You shall be held strictly liable for any and all damages that may arise from Your failure to secure the Apartment, whether such damages arise directly or indirectly from Your failure to secure the Apartment. You agree that You shall be strictly liable for any criminal act(s) causing any damage to, or loss of, the Supplied Items where Your failure to secure the Apartment contributed in any way [by way of example, where evidence indicates that the theft of any Supplied Items occurred without forced entry into the Apartment] to the successful commission of the criminal act(s).

**Roommates and Vacant Bedrooms:**
The Bellamy Apartments reserves the right to move in residents to any or all vacant bedrooms on the property. We will, as a courtesy, contact the existing residents within 24-48 hours to assist them with the transition. It is important that any vacant bedrooms be accounted for and available for future residents. Vacant, unrented bedrooms are to remain locked and will be inspected at management’s discretion. It is the sole discretion of The Bellamy Apartments Management to place residents in an apartment; however, we do have a Roommate Matching Program in place to assist with all assignments. Furthermore, it is the Resident’s sole responsibility to handle and resolve all roommate disputes.

**Partial Apartments:**
If you are moving into a partial apartment please keep in mind that this apartment has a resident who has renewed. Therefore, upon move-in you may find that your common areas already have a roommate’s belongings in them. All partial apartments have been notified that they will be getting new roommates and have been asked to tidy up the common areas for your arrival. However, the individual room which you have secured a lease for has been prepared for your occupancy.

**Drug and Crime Free Community:**
All criminal activity is strictly prohibited on The Bellamy property and by Bellamy Residents. Any resident found guilty of criminal activity is subject to possible eviction and/or fines at Management’s discretion. Firearms of any kind are also strictly prohibited on Bellamy property.

**Pet Policy:**
No Pets (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, in or about the Unit, Apartment or Community without prior approval from Landlord. Residents found to possess pets without the permission or knowledge of Landlord will be assessed a fee of $100 for the first offense and $200 for each additional offense. A Pet Addendum must be signed and completed with approval of the Landlord. The pet must be over 12 weeks of age. The following breeds will be considered illegal breeds and are not permitted on the property (listed but not limited to): Pit bulls, Wolf hybrids, German shepherds, Rottweilers, Bull Dogs, Boxers, and Chows. Pets are not permitted within any of the Residential Amenities, ie. Pool, clubhouse, fitness center, etc.
Resident shall be responsible for providing Landlord with a current Vet medical record of the pet. Resident shall present the pet to the Landlord for a pet interview prior to approval for the pet to live on the property.

**The pet shall be kept on a leash at all times when outside the Apartment and inside the Apartment community.** The pet shall not be exercised inside the apartment community except in designated exercise areas, if any. Resident shall not at any time leave the pet on a patio or balcony while away from the Apartment. Resident shall not leave the pet unattended within the apartment; **when away the pet must be kept in a kennel/crate.** Resident shall be responsible for any action of their pet inside the apartment and within the community including damages. Resident shall promptly collect and remove all pet defecations from the grounds of the Community. Resident shall be responsible for all fines associated with pet defecations that are not collected around the building in which the resident resides. Registered pets should wear their Bellamy pet tag at all times.

Resident has hereby paid to Landlord $200 as a fee securing Resident’s performance under this Pet Addendum and the Lease Agreement. $200 of said fee is non-refundable. **Pet damages within the common areas of the apartment shall be the responsibility of all residents within that apartment.** Pet damages within a bedroom shall be the responsibility of that bedroom’s lease holder.

Resident shall pay a monthly pet charge of $10.00 due on the first day of each month in conjunction with the apartment rent.

Resident shall insure that the pet does not at any time disturb any other resident of the Apartment Community or damage any property located in the Apartment Community. If, in Landlord’s sole opinion and discretion, the pet has disturbed or is disturbing any other resident or has caused or is causing damage to property in the Apartment or Apartment Community then Resident shall permanently remove the pet from the Apartment and Apartment Community within 24 hours after written requests. Resident payment for damage caused by the pet shall not entitle the Resident to keep the pet. Resident’s failure to permanently remove the pet as provided above or failure to comply with all other terms of this Pet Addendum shall constitute a default permitting termination of the Lease Agreement.

Resident shall not keep any pets in the Apartment or within the Apartment Community that are not registered pets of the Bellamy. **No Visiting pets are permitted within the Apartment Community, registered pets only.**

The following items are needed for your pet to become a member of the Bellamy Community.

1. Vet Record stating the following: age, breed, weight, shot record.
2. Kennel/Crate to house pet in when residents are away from the apartment.
4. Pet Interview with Leasing Manager (pet and pet owner to attend).
5. Picture of Pet to be kept in Residents’ file by Leasing Manager.
6. $200 Pet Fee paid to the Bellamy (paid online prior to pet interview)
7. Leasing Managers signature of approval.
8. Bellamy Pet Tag

**It is the responsibility of the pet owner to pick up any waste from the pet.** If you are do not clean up your pet’s waste, you will be fined $100. Continued violations of pet policy may result in removal of the pet.
**Transfers:**
A transfer will be allowed if there are available units in a situation in which the Resident wants to move from one room to another. No transfers are allowed without prior approval from Landlord and/or roommate mediation. Anyone who wishes to transfer to another bedroom/unit will be required to pay a $150 transfer fee and update their lease agreement to reflect the rent amount for the new bedroom/unit. Keys from the previous apartment must be turned back into the office no later than 48 hours after the new keys have been picked up. An inspection will be done once you move out of the old apartment. The Resident will be responsible for any charges that may be assessed once the inspection has been completed.

**Sublet (timeframe of 3 months or less):**
Resident is not permitted to sublet Resident's interest in this Agreement, without prior written consent of Landlord. Resident shall pay Landlord a non-refundable fee of $150.00, which represents an agreed upon charge for the administrative expense incurred by Landlord. Sublets will only be permitted for periods of time less than 3 months, any request longer than that will need to reassign. Resident shall only be entitled to any refund of Deposit allowed at the end of the agreement. Resident realizes the original tenant is responsible to The Bellamy Apartments for the renting term of the lease. If a problem should arise with delinquent rent, damages, etc., it is the responsibility of the original lease holding tenant to pay for such delinquent rent, late fees or damages.

Guidelines for Subleasing are as follows:

- All sublease prospects must apply with the standard application process and pay all applicable fees, security deposits, and/or administrative fees. Fees or deposits do not transfer.
- A verifiable Guarantor is required for any sublease.
- A criminal history check is mandatory for any Applicant.
- Roommates must be in mutual agreement and approve of the sublease.
- The current leaseholder may have a sublease fee of $150 as stated in their current lease. This fee must be paid prior to the sublease of the unit.
- A final walk-through WILL NOT be performed until the original lease expires. The original leaseholder should be present for proper exiting inspection at the end of the lease. If damages or cleaning fees are determined at the final move-out inspection they will be billed to the original leaseholder and Guarantor.
- The sublease applicant(s) will not qualify to receive any concessions or rental specials, during the sublease period.
- The original leaseholder will continue to hold all rights and responsibility throughout the lease term. Any delinquent rent, late fees, damages, or cleaning fees will be the responsibility of the original leaseholder.
- The sublease applicant will accept the unit in “as is” condition. The unit will not have any maintenance/cleaning preparation procedures provided by management. The current leaseholder is responsible for preparing the unit and returning keys to management for the sublease applicant to receive.
- Rental rates will remain the same during the sublease of the apartment. No changes can be made to the original lease. If the sublease applicant desires to continue his/her stay, after the expiration of the sublease, a rate increase may be initiated.
- All parking permits must be returned to management prior to issuing a permit to a sublease applicant.
- The actual leaseholder must have a zero balance prior to utilizing any sublease privileges.
- It is the new Tenant’s responsibility to obtain and abide by all community rules and regulations.
**Lease Reassignment (timeframe greater than 3 months):**
Current Tenant agrees to the following conditions:

- Current Tenant shall pay the Landlord a nonrefundable reassignment fee of $300.00 prior to reassignment.
- Current Tenant must have a zero balance account with Landlord before approval of reassignment will be given.
- Replacement tenant will pay the market rate of the reassigned floorplan.
- Roommates of Current Tenant must all be in mutual agreement of Replacement Tenant.
- Once the Reassignment is approved by Landlord the Current Tenant will then turn over possession of the unit to the Landlord. Current Tenant must return front door key, bedroom key, mailbox key, gate card, and parking pass.
- The Current Tenant will be held financially responsible for turn-key cost associated with preparing the unit for reassignment (i.e. maintenance, paint, carpet cleaning, and janitorial cleaning). Landlord will invoice the Current Tenant for the turn-key cost once completed.
- If the Replacement Tenant request to occupy a different unit other than the unit of the Current Tenant then the Current Tenant/Replacement Tenant is responsible for an additional $200 transfer fee.
- A final move out inspection of the unit will be completed once possession of the unit has been returned to the Landlord. Any reported cleaning or damage charges will be the financial responsibility of the Current Tenant and will be billed to the Current Tenant.
- Current Tenant must provide the Landlord with a forwarding address.
- Security Deposit (if paid) will be returned to the Current Tenant, less any monies retained for current damages or outstanding monetary obligations owed by Tenant, pursuant to Kentucky law.
- Once the Reassignment Agreement has been approved by the Landlord, Current Tenant will no longer be held financial responsible for the original lease date. The replacement tenant will be financially responsible from this point forward for all rent and utilities.

**Replacement Tenant agrees to the following conditions:**

- Replacement Tenant must apply with the standard application process and pay all applicable fees, security deposits, and/or administrative fees.
- Replacement Tenant must have an approved Parental Guarantor.
- Replacement Tenant must pass a criminal background check.
- Replacement Tenant must sign a Residential Lease Agreement with the Landlord prior to reassignment approval. The term of the lease will begin on the day possession is taken of the unit and will end on the original lease end date. Terms and conditions of the new lease agreement will be the same as of the original lease agreement. (It is advised to do all reassignments at the end of a month)
- If the Replacement Tenant request to occupy a different unit other than the unit of the Current Tenant then the Current Tenant/Replacement Tenant is responsible for an additional $200 transfer fee.
- At Reassignment Approval the Replacement Tenant shall assume all financial responsibility of the new lease agreement.
Move Out Procedures:
Our goal as Property Management for The Bellamy is to make your move-out procedure as smooth as possible. A rule of thumb for moving out without getting charged is that the apartment should look exactly the way it did prior to you moving in. Items that usually cause charges are: holes in walls, damaged furniture, damaged/stained carpet, damaged floors, dirty kitchen and bathrooms, and drip pans. Please use the following check-list as a guide during your move-out process.

1. Please remember that you have an installment lease, meaning your August and July rent is not pro-rated.
2. Remove all personal belongings and trash from the apartment
3. Clean your apartment/bedrooms/bathrooms
4. Clean all appliances
5. Clean patio/balcony areas
6. Clean floors/carpet if damaged or stained
7. Clean all furniture
8. Patch any holes in walls
9. Wall color- if you altered the color of your walls in any way they must be returned to their original color/condition to avoid charges at move-out.
10. Make sure all Bellamy property is accounted for
11. Review Damages Cost Sheet
12. Review Move Out Inspection Form
13. Make sure you do not have any unpaid balances on your account
14. Schedule a move-out inspection with Management in advance (this inspection is recommended but not required, your lease must be paid in full before a move-out inspection will be completed, inspections will only be made during office hours Monday thru Friday)
15. Items you must turn in to the Office at move-out: front door key, bedroom key, mailbox key, storage room key (if applies), gate fob, and parking sticker.
16. Have everything moved out and turned in no later than 12 noon on your lease end date.

If you choose not to attend your move-out inspection or do not schedule your inspection before 48 hours before your lease ends, you waive all rights to dispute any charges that you might incur. Due to the large number of residents compared to staff members we will not be able to conduct move-out inspections on the day of move out. All scheduled appointments must be made 48 hours before the day of move out. If possible schedule your inspection by the apartment not by the bedroom. If you choose to have your unit inspection prior to your roommates move-out we will only be able to inspect your room, the common area will be inspected once all residents have moved out of the unit.

If you paid a security deposit when you moved in you will receive notification/refund of your deposit within 60 days of your lease expiration date.

Move Out Check List & Cleaning Check List:
1. Bedroom
2. Bathroom
3. Carpets/Floors
4. Kitchen- including all appliances
5. Patio/ Balcony area
6. Storage closets (if applies)
7. All furniture

Bellamy Property List (all must be accounted for)
1. Bed frame
2. Desk and chair
3. 2 sets of dresser drawers
4. Couch
5. Chair
6. End table
7. Coffee table
8. TV stand
9. 32” TV & Remote
10. All appliances
11. Washer/Dryer

**Items to Turn In at Move-Out – NO LATER THAN 12 NOON AT THE END OF YOUR LEASE.**

1. Front door key
2. Bedroom key
3. Mailbox key
4. Gate Card
5. Parking sticker
6. Forwarding Address
The Bellamy Move-In Checklist:

Please complete the following information:

Name:__________________________________________________________
Apt #:___________________________________________________________
Student ID: _____________________________________________________
Cell Phone Number:______________________________________________
Email Address: __________________________________________________

Please Initial Below:

_____ I have received my Security Alarm Code and Instructions.
_____ I have received my Gate pass/24 Hour Access Card # ____________.
_____ I have received my Parking Pass #__________.
_____ I have received my Move In Inspection Form and Charge Sheet.
_____ I have received my apartment, bedroom and mailbox key.
_____ I understand that I am responsible for adhering to and notifying my guests of the parking policy. I have also received a copy of the parking policy for my records.

_____________________(signature) I have received my Resident Handbook.

For Office Use Only:

Rent Payment Amount: _____Received By:_______ (Initials)
Staff Member Completing Move In: _______ (Initials) __________(Date)
Staff Member Entered Information:_______(Initials) __________(Date)