

Marshall House Apartments House Rules

Introduction

Welcome to Marshall House Apartments. We hope you will be happy and comfortable in your new home.

Our apartment facility has one and two-bedroom units. Ten percent of our units have been adapted to make them accessible to persons with mobility impairments. Marshall House does not discriminate on the basis of race, color, religion, national origin, gender, familial status, disability or marital status.

This facility was constructed with help from the U.S. Department of Housing and Urban Development. Under its agreement with HUD, this facility serves disabled persons and persons 62 and older.

Marshall House is located in the City of Marshall, convenient to shopping, services, and public transportation. Marshall House encourages Tenants to take advantage of the opportunities presented by our location.

The House Rules include the Marshall House Policies and Procedures that are part of your lease agreement.

This document also contains information to help Tenants with practical day-to-day concerns in apartment living, such as how the equipment in the apartments works, how to contact maintenance staff, and how to arrange for someone to let Tenants into their apartments if they have been locked out.

This document also describes the services offered by Marshall House, as well as opportunities available at Marshall House and in the community for recreation, socializing, and volunteer work.

For Tenants' convenience we have included the Marshall House Rules and the facility's policies and procedures in all areas that affect Tenant life and safety.

Tenants are strongly encouraged to review the House Rules and keep this document handy, as it is part of your lease agreement. Questions about life at Marshall House can be directed to the front office anytime during Tenant Service Hours. The telephone number is 269-781-2391. Marshall House is glad you have made your home here, and we hope that you will be very happy.

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Section 504 Coordinator

The City of Marshall does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities.

The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988.)

Theresa A. Sears 200 E Spruce St. Marshall, MI 49068 269-781-2391

Important Contact Information

Emergencies	911
After-hours Maintenance Emergencies	866-558-4481
Non-Emergency Dispatch	269-781-0911
Marshall House	
Office	269-781-2391
Fax	269-781-9811
Lockout – Barbara Dunn	269-425-6237
Lockout – Junior Casarez	269-248-2401
WASH Laundry Systems	800-521-9938
Housing Complaints & Grievances	
Michigan Multifamily Asset Managers (MMAM)	517-267-9905
Transportation	
Dial-A-Ride	269-781-3975
Community Action Transportation	269-565-4144
Food/Meals	
Friendship Center (Congregate Meal Site)	866-200-8877
Mobile Meals	269-781-5290
Senior Services Home Delivered Meals	269-781-0846
Marshall Area Community Services (MACS)	269-781-2954
Health Resources	
Senior Health Partners	269-441-0948
Fountain Clinic	269-781-0952
Calhoun County Health Department	269-969-6377
Additional Resources	
Senior Services	269-781-0846
Community Action Agency	269-965-7766
CareWell Services	269-966-2450
Heritage Commons Senior Center	269-558-6150
Guardian Finance and Advocacy Services (Money Management)	866-963-3253
Legal Services	269-965-3951

General Rules

1. Absences/Vacations

Tenants who will be away from their apartments for an extended absence are encouraged to notify the administrator.

Under guidelines provided by the Department of Housing and Urban Development, Marshall House Apartments has specified when tenants give up their right to occupancy because of their extended absence or abandonment of the unit. Marshall House Apartments defines extended absence as the tenant being absent from the unit for longer than 60 continuous days, or for longer than 180 continuous days for medical reasons. Under these rules, Marshall House Apartments may initiate action to terminate tenancy in response to an extended absence or abandonment of the unit by tenant or individual listed on lease. Marshall House Apartments may allow exceptions for extenuating circumstances.

In addition, Tenants must make arrangements concerning the following:

- Pets. The Tenant must have their alternate caregiver take the pet during the Tenant's absence. Pets that are left unattended will be removed by the management and taken to a local animal shelter at the Tenant's expense for the duration of the Tenant's absence. (See "Pet/Assistance Animals" in Section 3.)
- Mail. Tenants must make arrangements to have their mail picked up by another Tenant, friend, or family member during their absence. Alternatively, Tenants may request that the main post office hold their mail until the Tenant returns.
- Payment of rent and fees. Arrangements must be made to make required payments on a timely basis during a Tenant's absence.

2. Alcohol

Open intoxicants are prohibited in all common areas of the Marshall House property. Tenants and their guests are expected to behave responsibly with respect to the use of alcoholic beverages. Tenants who engage in disruptive behavior as a result of their use of alcohol, or who tolerate such behavior by their guests, will be considered to have breached the quiet enjoyment of others, a violation of the lease. An individual whose repeated alcohol-related behavior disturbs the quiet enjoyment of others, poses a threat to the health, safety, welfare or property of others, or interferes with the efficient management of the facility are in violation of their lease and, accordingly, may face a lease termination. At a minimum, the tenant will be required to attend and complete a treatment program as a condition of continued residency.

3. Appliances

- Stove. The stove operates on electricity. The hood of the stove contains an exhaust fan.
- Refrigerator. Each unit is equipped with a working refrigerator and freezer.
- Air conditioner. Marshall House does not provide air conditioning. The living room is equipped with a window air conditioner sleeve and is wired to accommodate units of up to 12000 BTUs. A Tenant may provide his or her own units up to that size. Tenants are responsible for maintenance of their units. There is an annual a/c fee. The amount charged will be determined on a yearly basis.
- <u>Microwave Ovens</u>. Each kitchen contains an outlet that will accommodate a microwave oven. Tenants are welcome to bring microwave ovens with them.
- Space heaters. Space heaters could present many potential dangers. Therefore, space heaters must have tip-over protection and must have at least a 36-inch clearance from any furniture or other items to the front, sides and rear of the heater. Space heaters must be used in accordance with manufacturer specifications and fire safety codes. If your apartment seems cold, you should contact the office.
- <u>Toaster ovens</u>. Small toaster ovens are permitted.
- Washers and Dryers. Tenants may not install clothes washers and dryers.

Tenants are not permitted to purchase their own refrigerators or stoves. Tenants are expected to maintain the appliances provided in clean and working condition. If you do not know how to operate or clean any of the appliances, contact the office for instructions. Tenants are required to use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended; failure to do so constitutes a lease violation.

Appliances will be checked during the annual inspection of the apartment, or more often if conditions warrant. Normal maintenance will be handled by management. Repairs as a result of damage caused by improper use or abuse of the appliances by a Tenant will be completed by maintenance, or a contractor chosen by management, and charged to the Tenant.

Management cannot dispose of Tenant's broken or unwanted appliances. Disposal of these items is the responsibility of the Tenant.

4. Bulletin Boards

Management will post items of interest to Tenants on the bulletin boards in the Laundry Rooms and outside the Community Room. Management will communicate such information through alternative means to Tenants with visual impairments. Tenants may, with management approval, post notices only on the bulletin boards. Management reserves the right to remove any offensive or inappropriate notices. Outdated notes should be removed promptly by the Tenants who posted them. Tenants are encouraged to check the bulletin boards frequently.

5. Common Areas

Management will maintain and oversee all common areas. Marshall House defines common areas as any area of the building or property other than tenant apartments. Removal of property from a common area is prohibited. Tenants are not permitted to store or abandon personal items in common areas. Tenants may decorate common areas only with prior approval from management.

6. Complaint/Grievance

Marshall House has established procedures for addressing tenant complaints and/or grievances. Please refer to "Marshall House Tenant Complaint and Grievance Procedures" in Section 3.

7. Decorative and Other Alterations

Marshall House encourages Tenants to personalize their apartments. There are a few guidelines to ensure that the appearance and safety of the building are maintained.

- Hanging pictures, mirrors, and shelves. Marshall House Tenants are responsible for hanging their own decorative items. Please contact the office for assistance with oversized items.
- <u>Ceiling fans.</u> Ceiling fans are permitted at the Tenant's own expense with prior approval from management. Tenants must leave the original light fixture to be installed back when the apartment is vacated.
- Painting. Any alteration to the paint must be pre-approved by management.
- Wallpaper. Tenants are not permitted to hang wallpaper in their units.
- <u>Doors</u>. Tenants may decorate their own apartment door; however, door decorations may not extend beyond the doorframe.

- Hallway Mailboxes. Tenants may decorate their hallway mailbox; however, mailbox decorations are not permitted to extend beyond the mailbox onto the hallway walls.
- Decorations visible from outside the building. Tenants are to provide their own window treatments. Window decorations visible from the outside are permitted for a limited period of time in observance of any civil or religious holiday. Real, lighted candles are not permitted. Decorations should be removed promptly at the end of the season.
- Moving furniture. Maintenance personnel or staff cannot help move furniture.

8. Dress Code

Tenants are expected to dress appropriately in common areas of the facility, including halls, laundry rooms, lobby, recreation areas, dining room, etc. Unacceptable attire includes, but is not limited to, pajamas, bathing suits, clothing that allows display of foundation garments (underwear), clothing with inappropriate language or pictures and clothing that exposes the body and does not adequately cover. For health and safety reasons, all Tenants are required to wear hard-soled footwear in common areas.

9. Electric Motorized Devices ("EMDs")

The use of Electric Motorized Devices ("EMDs"), which include Electric Wheelchairs, Electric Scooters and Electric Carts, presents unique safety issues. To help ensure the safety of all residents and guests and to avoid unnecessary damage to our property, Tenants must adhere to the following rules regarding the use of EMDs:

- 1. To help ensure the safe operation of EMDs, EMDs must be operated on "low speed" at all times.
- 2. EMDs must be parked inside the owner/operator's apartment or the apartment of the resident he/she may be visiting; EMDs must not be left unattended in the hallways, stairways, elevator lobbies or other common areas.
- 3. EMDs must be recharged only within the owner/operator's apartment.
- 4. Pedestrians must be given the right of way at all times; ample notice must be provided before passing pedestrians in the hallways.
- 5. Extreme care must be taken while entering and exiting the elevators with an EMD. Owner/operators must back into all elevators. Before entering or exiting an elevator, owner/operators must be able to visually inspect the area for pedestrians

and obstructions. Owner/operators who are unable to do this must outfit their EMD with mirrors.

- 6. Owner/operators are solely responsible for any upkeep and repairs on their EMDs.
- 7. Owner/operators are responsible for any damage caused by their EMD in excess of normal wear and tear.
- 8. Management is not responsible for any damage to EMDs caused by other owners, residents or guests.
- 9. Use of EMDs in certain areas of the building and at certain times of the day may be restricted because of congestion in the hallways and common areas. Such restrictions will be posted separately on the bulletin board at least 24 hours beforehand.
- 10. If an owner/operator drives an EMD in an unsafe manner, causes injury to other residents or creates excessive damage to the property, the owner/operator may be required to provide third party verification of his/her ability to operate the EMD in a safe manner. Continued violation of this rule may result in loss of EMD privileges.
- 11. Under certain circumstances these rules may be further modified to reasonably accommodate the needs of individual owners.

10. Emergency and Evacuation Procedures

Marshall House has established emergency and safety procedures for fire, severe weather and medical emergencies. Please see "Emergency Evacuation Procedures" brochure, along with "Fire Safety Rules" in Section 3.

11. Entrance System - Front Door

Marshall House is a secured building with a system that allows tenants to release the front door to allow entrance to their visitors.

For security reasons, Tenants are cautioned to be sure of the identity of the individual seeking entry to the building before admitting the person. Tenants are prohibited from admitting visitors to the building that are not here to visit them. See "Security" in Section 3.

12. Fees and Deposits

Each incoming Tenant pays a security deposit on his or her apartment as detailed in the lease. In addition, the following deposits and fees will be applicable:

- Pet deposit. A refundable deposit of \$300 will be required for cat and dog owners. This deposit can be paid in a lump sum or with an agreed upon payment plan.
- Extra Keys. Every Tenant will receive 1 key to his or her apartment, 1 mailbox key and 1 security key. Replacement keys for lost apartment and mailbox keys are available from the office at \$7 each. The cost to replace a lost security key is \$25 and will be charged to the Tenant.
- Legal and other eviction costs. Tenants are responsible for their own legal fees as a result of any legal action.
- Annual electric fee. A yearly air conditioning fee is charged to those Tenants that have an air conditioner. The fee is charged to cover the additional hours of 12utility usage. Marshall House begins to collect fees on June 1st each year and fees must be paid in full by September 1st.
- <u>NSF fee.</u> The landlord may collect a fee of \$40.00 beginning the second time a check is not honored for payment (bounces). This fee is in addition to the regular monthly rent payable by the Tenant.

13. Firearms

Marshall House does not permit Tenants or visitors to possess firearms of any type, legal or otherwise, on the property.

14. Guests

Guests are welcome at Marshall House. For security reasons, Tenants are encouraged to notify management in advance of expected overnight guests. Tenants are responsible for the conduct of their guests at all times, including any damage caused by their guests. Disruptive guests will be asked to leave. Permitting guests who engage in unlawful behavior, or noises, or acts that disturb the rights of neighbors constitutes a violation of the lease and potential grounds for a termination of tenancy.

- Common areas. Guests accompanied by a Tenant may use the recreation, entertainment and visiting areas of the facility. The Meeting Room should be reserved in advance if Tenants want to entertain a large number of guests there. Reservations may be made by contacting the office.
- <u>Children</u>. Marshall House encourages visits from children. For their own safety, as well as the peace of other Tenants, children must be accompanied and supervised by an adult while visiting and not be left unattended.

Overnight guests. Tenants are permitted to have overnight guests. A guest may not stay more than 14 consecutive nights, or 21 nights total per year. Marshall House recognizes that some extenuating circumstances may necessitate additional overnight visits. Tenants requesting additional overnight visits must submit their request in writing and obtain written permission from the manager. Under no circumstances will a "guest" be allowed to make Marshall House his or her primary place of residency without qualifying for tenancy and signing the lease.

15. Housekeeping (See "Housekeeping" in Section 3)

Marshall House provides housekeeping services for the common areas of the facility, including hallways, elevators, lobbies, and laundry and recreation areas. If you notice the need for cleaning in these areas, contact the office.

16. Illegal Substances

(See "Use Restrictions" & "Medical Marijuana" in Section 3)

Marshall House will strictly enforce anti-drug policies. A single violation of anti-drug policies shall be deemed a serious violation and material non-compliance of the lease and will be cause for termination of tenancy. A criminal conviction of a drug offense is not necessary to establish a material violation of the lease.

17. Inspections

Item 20, Access by Landlord, in the lease agreement states:

"The Tenant consents in advance to the following entries into the unit:

(i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections."

Apartment inspections will be conducted at move-in, move-out, annually, and intermittently as needed.

- Move-in. Move-in inspections will be conducted jointly with the staff and Tenant before the Tenant takes possession of the unit, using the Unit Inspection Form. The completed form will be attached to the lease.
- Move-out. Move-out inspections will be conducted jointly with the staff and Tenant, if possible. Tenants should make an appointment with management to complete the inspection once all personal items have been removed but before returning their keys and surrendering the unit. If the Tenant fails to meet this obligation, the inspection will be conducted solely by management. The Unit Inspection Form completed during the move-in inspection will be used by management to assess damages beyond normal wear and tear when the Tenant vacates the unit. A copy of

the Unit Inspection Report, or a list of damages, will be provided to the Tenant.

- Annual. Inspections of a Tenant's apartment will be conducted on an annual basis.
 Tenants are encouraged to be present at annual inspections.
- Intermittent. Inspections may be conducted on complaint of another Tenant or other evidence of strong odors emanating from an apartment (other than temporary cooking odors), evidence of rodent or insect infestation, appearance of water, or other clues that signal unsanitary or unsafe conditions. Notice will be provided to Tenants if possible.
- Unsafe or Unsanitary Conditions. Remediation of unsafe or unsanitary conditions is the responsibility of the Tenant. Unsafe or unsanitary conditions identified during inspections must be corrected within 14 days or sooner if management determines the condition may continue to deteriorate the property, endanger others or is otherwise urgent in nature. A follow-up inspection will be conducted after the period established for correction. If compliance is not achieved within the allotted period, Marshall House may issue a notice of termination providing the Tenant with 30 days within which to vacate the unit.

18. Insurance

Marshall House does not guarantee the safety of or insure the personal belongings or furnishings of Tenants. Tenants should obtain their own insurance on the contents of their apartments, items in storage, and personal automobiles.

Tenants are encouraged to obtain liability insurance for accidents or injury to individuals in the Tenant's apartment.

19. Laundry

Commercial, self-service laundry rooms are located on each floor. Fees are shown on each machine. The machines accept only prepaid laundry cards, which are available for purchase in the third floor laundry room. Tenants must supply their own detergent and other laundry materials. The laundry room is open from 7:00 a.m. until 11:00 p.m. every day.

In the event a Tenant damages a washer or dryer - through abuse or misuse - he or she will be held financially responsible for the cost of repairs or, if necessary, replacement of the machine.

Marshall House is not responsible for laundry left unattended.

20. Library/Media Center

The facility has books, computers, Wi-Fi and a large television for Tenant use in the Library/Media Center.

The library uses the honor system for taking books out of the collection.

21. Live-In Aide

Management must be notified in advance of a Tenant's need and intent to obtain or employ a live-in attendant or aide. Tenants in need of a live-in aide must contact the office to obtain and complete the appropriate forms and provide the necessary information to allow management to complete screening and verification of need.

22. Locks

Each apartment is equipped with a lock in the handle mechanism of the entry door. Tenants may not alter or add locks on their doors or windows.

23. Mail Service and Delivery

Tenant mailboxes are located in the lobby of the building. Tenants are responsible for the delivery of their own packages from outside services. Office staff will not accept, hold, or store any packages on a tenant's behalf. Delivered packages cannot be left outside a tenant's apartment door as this obstacle is a safety and trip hazard to your neighbors and will impede on the thruway of the hall for emergency responders and their equipment.

24. Maintenance (See item 10. "Maintenance" in Lease Agreement)

Tenants are required to report to management any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities. Maintenance requests can be made by calling the office or submitting a written request using the Maintenance drop box for convenience. Voice messages may be left for the office for non-emergency requests outside of regular business hours.

After hours maintenance emergencies must be reported by calling our after-hours call center number, which is provided to each Tenant at the time of move-in, posted in the vestibule and on all bulletin boards throughout the building. The following situations are considered maintenance emergencies and must be reported immediately whenever they occur:

- Interruption of service for heat, electric and water
- Water leak
- Appliance failure
- Toilet overflow

 Any other urgent issue that, if not addressed promptly, will result in damage to the property or compromises the health and safety of others.

25. Move-Out Procedures

Tenants who leave Marshall House voluntarily must provide 30 days' notice by contacting the management office to obtain the necessary forms. Tenants must complete and submit a Notice of Intent to Vacate and a Move Out Procedures form to the office. If the Tenant does not give the full 30 days' notice, the Tenant shall remain liable for rent up to the end of the 30 days for which notice was required or until the date the unit is re-rented, whichever date comes first.

In the event of a Tenant's death, the Tenant's family or representative will have 14 days to remove the Tenant's belongings and return all keys to the unit, mailbox and security entrance. If not removed in 14 days, beginning the 15th day, the family is responsible for paying market rent. In the event that the apartment has not been cleared of personal items within 30 days following the death or incapacity, management reserves the right to take legal possession of the apartment as specified by federal, state, or local Tenant/Landlord laws.

Regardless of the reasons for termination, a final inspection must be conducted after the Tenant's furnishings have been removed. The Tenant or a representative should be present during this final inspection, if possible. At this time, the condition of the Tenant's apartment will be compared to the original move-in inspection report. Damages beyond normal wear and tear will be noted.

The Landlord agrees to refund the amount computed in paragraph 8c of the lease agreement within 30 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.

All personal property must be removed from the unit. Disposal charges for any personal property left in the unit will be deducted from the security deposit.

Telephone accounts should be closed by the Tenant. Any equipment that is not being moved must be returned to the provider by the Tenant. Newspaper and magazine subscriptions should be transferred and mail should be forwarded.

Tenants must contact management once the unit is empty to complete an inspection. Moving vehicles should park outside the Receiving Room entrance. Elevators are available to assist with move-out.

26. Noise

Tenants who make noise at a level that disturbs other Tenants, or permit their guests to disturb other Tenants, are in violation of the lease; repeated disruptions may be grounds for termination of tenancy.

Tenants who cannot hear radios, televisions, and stereos at normal levels should contact the office for other solutions.

27. Oxygen

For safety reasons, Tenants who use liquid oxygen systems must post a notice on the outside of the apartment door to caution visitors. Tenants are responsible for ensuring that their use of oxygen complies with all state and local health regulations.

Oxygen tanks, full or empty, must be stored in the Tenant's apartment, away from fire, flame, and heat. Tenants should arrange to have empty tanks picked up in a timely fashion. Management should be contacted with any questions regarding delivery of oxygen.

28. Parking

All vehicles must be in working order, registered, and have current licenses to operate under state and local law. Tenant vehicles parked on Marshall House grounds must be registered with management. Proper registration with management includes providing a current license plate number and description of the vehicle. Tenants are required to notify management of any changes to the license plate number, description and/or ownership of the vehicle.

Vehicles parked in the fire lanes or lanes between rows of parking spaces will be towed at the owner's expense.

Vehicles may not be repaired or washed anywhere on the premises; oil and tire changing are not permitted anywhere on the facility grounds.

All vehicles must be insured by Tenants at least at the state minimum amounts. Marshall House does not assume responsibility for the safety of Tenant vehicles and does not carry any insurance on Tenant vehicles for loss, theft, or damages.

Tenants and visitors are responsible for operating vehicles in a safe manner. Tenants or visitors whose unsafe or reckless operation of a vehicle causes serious injury to a

person, major damage, or repeated instances of minor damage on or to the property may be prohibited from operating vehicles on Marshall House grounds.

The facility has spaces reserved for persons with disabilities as required by law. Vehicles parked in handicap spaces without a handicap sticker will be towed at the owner's expense.

29. Pest Control (See also "Bed Bugs" in Section 3)

Apartments will be free of insects and rodents when the Tenant moves in.

Tenants must notify management if they are having a pest control problem. Persistent infestation by rodents or insects because of the Tenant's housekeeping habits is grounds for termination of the lease.

Pest problems should be immediately reported to the manager so that the infestation can be identified and resolved.

30. Pets (See "Pet/Assistance Animals" in Section 3)

As mandated by the Department of Housing and Urban Development (HUD), Marshall House Apartments permits residents to own and keep common household pets in their apartments.

Marshall House has designated areas on the premises for animal exercise and the deposit of animal waste. The exit on the east side of the property has a pet walk with waste stations containing bags and containers for depositing animal waste. Animal waste may only be disposed of in containers labeled for this purpose. The pet walk leads to a fenced area on the adjacent lot that is designated as a dog run.

Some pet limitations do not apply to assistance animals. Please see "Pet/Assistance Animals" in Section 3 for further information.

31. Reasonable Accommodations (See "Reasonable Accommodations" in Section 3)

Marshall House Apartments is an equal housing opportunity provider and does not discriminate against our applicants/residents with disabilities. It is our commitment to provide reasonable accommodations to our applicants/residents who are disabled and because of that disability need a change or exception to our usual rules or policies to be able to fully use and enjoy this community.

32. Security (See "Security" in Section 3)

Security is taken very seriously by the staff and management of Marshall House. Tenants are expected to cooperate and comply with security measures as a condition of tenancy.

33. Smoking (See "No Smoking" in Section 3)

Smoking is not permitted anywhere in a Marshall House apartment, any of the common areas or on any property owned by Marshall House. This rule applies to residents, staff and visitors. Marshall House has zero tolerance for violation of this rule.

34. Snow Removal (See "Snow Removal" in Section 3)

Marshall House will clear the major walkways and the parking lot within a reasonable time after the end of a snowstorm. Tenants are responsible for clearing their own cars.

35. Soliciting/Sales

For reasons of both security and respect for privacy, solicitation is prohibited on Marshall House property. Sales persons are not permitted to call on Tenants unless a Tenant specifically has invited the individual. Door-to-door solicitation is prohibited.

36. Television/Internet Service

Marshall House is contracted for bulk television services. Contact the Marshall House office for information on current availability and obtaining services.

37. Tenant Association

The Department of Housing and Urban Development (HUD) and the Marshall House Apartments lease agreement establishes the rights of tenants to organize a Tenant Association. All Tenants are welcome to be part of the Tenant Association.

The primary purpose of the Tenant Association at Marshall House is to provide a focal point for the planning and organization of Tenant Association activities and social life. A secondary purpose of the Tenant Association is to provide management with information relating to concerns affecting Marshall House Tenants.

The role of the Marshall House Apartments Administration with regard to activities is as follows:

- Maintain & provide common area space for tenant activities
- Maintain & distribute a calendar of events taking place in common areas
- Coordinate scheduling/reservations for common areas
- Coordination, scheduling and providing notice to tenants of the following activities:
 - Annual pest control educational presentations

- Annual Medicare Counseling sessions
- Semi-annual Legal Services sessions
- Annual Flu shot clinic
- Annual Christmas Party
- Annual Project Fresh coupon sign up & distribution
- Recreational activities provided by community organizations upon request (i.e. Presbyterian Church meals, Grace Baptist Singers, Bell Choir, etc.)
- Periodic educational activities regarding tenant health & safety (i.e. Medicare/Medicaid information, Identity Theft protection, Internet Safety, Senior Health Partners classes, etc.)

Any recreational, educational or other activities outside the scope of those listed above shall be the responsibility of the Tenant Association. When requested, Marshall House staff will collaborate with the Tenant Association in planning and execution of activities.

Tenants should contact the Tenant Association officers for further information and bylaws.

38. Tenant Selection

Marshall House Apartments utilizes the Tenant Selection Plan (TSP) to select prospective tenants. The TSP helps to ensure that tenants are selected for occupancy in accordance with HUD requirements and established management policies. The TSP is available in the management office upon request.

39. Tenant Well-being

A Tenant's well-being is the primary responsibility of the Tenant and his/her family. Marshall House assumes no responsibility for checking in on Tenants.

If the manager or staff member responding to a call finds the Tenant in distress, the manager or staff member will call emergency services for aid.

40. Tipping/Gifts to Staff

Staff of Marshall House may not accept tips or gifts from individual Tenants.

41. Transportation

Marshall House does not provide transportation services. See local city and county agencies for available transportation services. Contact the office if you need further assistance or referrals.

42. Trash Disposal

Trash should be placed in plastic bags and tied shut. Trash may be deposited in the chutes on every floor of the building or brought down to the first floor in the Receiving Room. Failure to remove garbage and other waste from the unit in a clean and safe manner is a lease violation.

Trash chutes are for common household refuse only. Tenants are not to place large articles, hangers or glass items down the trash chutes. Large articles such as cardboard, big bags of trash or items containing glass must be brought down to the Receiving Room. Combustible or flammable materials must be brought to the Receiving Room.

Marshall House participates in the community recycling program. Receptacles for glass, cans, plastics, and newspapers are located in the Receiving Room on the first floor. Items to be recycled should be washed before placing them in the recycling bins.

Tenants who use hypodermic needles are required to dispose of them in sharps containers.

Marshall House cannot dispose of a tenant's personal appliances or furniture.

43. Unit Features

All apartments are equipped with electric stoves, refrigerators and a sleeve for a window air conditioner. Apartments are wired to accommodate microwave ovens, if the Tenant chooses to have one.

Each apartment is equipped with a number of safety features. The front door is fire rated. Each unit also has 2 smoke detectors. Any tampering or misuse of smoke detectors constitutes a violation of the lease. See "Smoke Detectors" in Section 3.

Each apartment also has a medical "call for aid" in the bathroom and bedroom. This is connected to a light and alarm outside of the apartment door. These alarms are not monitored by the facility staff. The alarms are present to alert neighbors of the need for assistance so they can call emergency services on your behalf.

44. Unit Types

Marshall House has four types of apartments: one-bedroom, two-bedroom, one-bedroom accessible and two-bedroom accessible. The floor plans are available for each type of apartment upon request in the Marshall House Apartments office.

Marshall House has 3 apartments that have been adapted for fire safety for the hearing impaired.

This facility has 10 apartments that have been adapted to make them accessible for the mobility-impaired. Tenants in need of an accessible unit should refer to "Unit Transfers" in Section 3 and "Reasonable Accommodations" in Section 3 for information on submitting a request. Marshall House will make accessible units available on a first come, first served basis to Tenants within the facility that have a verifiable need for the features of an accessible unit.

If a family is residing in an accessible unit and no longer needs the special features of that unit, the family will be required to move into a non-altered unit. See "Unit Transfers" in Section 3.