

RENT COLLECTION POLICY

CAMBRIDGE

real estate services

This letter sets forth Cambridge Real Estate Services' policy statement with regard to rent collections. There are several factors that influence our policy.

- The apartment buildings have creditors, too. If the apartment community is late in making its payments, sizable penalties are assessed.
- Our experience has shown that the later the rent payment is promised, the greater is the chance that it will not be made.
- There are some very sizable costs involved in collecting delinquent rents. We feel that it is fair for those costs be paid by those who pay late.

We trust you can appreciate our reasons for this policy.

DUE DATE	Rent payments are due on the first of the month.
HOW & WHERE	For the safety of the on-site management, and your protection, we strongly discourage cash payments. Landlord may refuse to accept rent payments from anyone other than the Resident or multiple checks for any single rent payment. All payments are to be made by check or money order payable to your property's name. Checks and money orders are to be delivered to the on-site manager. Payments may not be accepted in advance of the current month's rent due.
LATE CHARGE	A late charge totaling the lesser of 10% of the monthly rent amount, or the maximum amount allowed under state law, will be charged if rent is paid after the fourth day of the month, or such longer grace period as allowed by state law.
RETURNED CHECKS	Any account having a returned check will be assessed a handling charge equal to the lesser of \$25.00 or the maximum allowed under state law. In addition, the appropriate late charge will be imposed. If any check from Resident has been dishonored for any reason, Landlord may require Resident to make all future rent payments with certified checks or money orders.
RECEIPTS	The manager may provide you a written receipt upon request.
EVICTION	If you do not pay your rent in full within any grace period, as defined by state law, you will receive a notice to terminate your tenancy and vacate the apartment. This includes returned checks. Court eviction proceedings will be commenced unless the full rent, and any other charges allowed under state law, are paid in full by the expiration of the time stated in the notice. No agreement to extend the payment date will be valid unless in writing, signed by the on-site manager.
ERRORS	If you receive a past due notice and feel there is an error, please provide to the resident manager a written explanation of the error. They will forward the explanation to the home office. All charges shown on the notice will remain due at the time provided in the notice unless the home office issues an amended notice or otherwise notifies you in writing.
PARTIAL PAYMENTS	Partial rent payment will not be accepted.
APPLICATION OF PAYMENTS	All payments made by Resident to Landlord after the tenancy commences, no matter how designated by Resident, will be applied as follows: first to any outstanding amounts due Landlord for outstanding deposits, damages/repairs, utilities, nonrefundable fees (except late fees) etc.; second, to any outstanding NSF charges from prior months; third, to any rent outstanding from prior months; and lastly, to the current month's rent.
SECURITY DEPOSITS	To the extent allowed by law, security deposits, where taken, may not be used by the tenant as part of the last month's rent. They will be refunded to you after the move-out, less deductions for balances owing, damages or unusual wear-and-tear on the apartment.
NOTICE TO VACATE	Leaving without full legal notice means that you are liable for rent for the minimum legal term from the date your move-out was discovered, or until the apartment is re-rented. A written move-out notice is required in all circumstances, including lease tenancies.
COLLECTION AGENCIES	All accounts with outstanding balances at the time of move-out will be billed. If you do not contact us to pay or make arrangements to pay within 15 days of date of billing, the account will be sent to our collection agency and their attorneys for collection.
LEASE BUY-OUT	Unless specified otherwise, Resident has the option to terminate the fixed term lease early upon giving thirty days notice and payment (at the time of giving notice) of one month's rent, as an early termination payment. If resident fails to follow the early termination procedure (by failing to give a full 30 day's (20 days in Washington) notice and/or failing to pay the termination payment), Resident will be liable, as liquidated damages, in an amount equal to one month's rent. This liquidated damage amount is in lieu of damages for the rent due for the remainder of the leased term, no matter how much of the lease term remains or whether the unit is re-rented.