

# RESIDENTIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

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#### 1. **PARTIES:** The parties to this lease are:

the owner of the Property, Landlord,:	
	; and

Tenant(s):

#### **PROPERTY:** Landlord leases to Tenant the following real property: 2.

Address: legally described as:		
in items:	Bexar	County, Texas, together with the following non-real-property

The real property and the non-real-property are collectively called the "Property".

#### 3. TERM:

A. <u>Primary Term</u>: The primary term of this lease begins and ends as follows:

Commencement Date: Expiration Date:

- B. Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.
- 4 AUTOMATIC RENEWAL AND NOTICE OF TERMINATION: This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 4B applies only if the lease renews on a month-to-month basis. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.
  - A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: (Check only one box.)
  - (1) 30 days before the Expiration Date.
  - (2) days before the Expiration Date.

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		Phone: 2104921695	Fax: 2108558045	Lease

If Landlord or Tenant fails to provide the other party timely <u>written</u> notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

- B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides <u>written</u> notice of termination to the other party and the notice of termination will be effective: (*Check only one box.*)
- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

#### 5. RENT:

- A. <u>Monthly Rent</u>: The monthly rent is \$ \_\_\_\_\_\_ Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before (*check only one box*):
   (1) the first day of each month during this leave.
- $\mathbf{X}$  (1) the first day of each month during this lease.
- (2)

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent. Tenant will pay first month's rent made payable to \_\_\_\_\_\_ Landlord or \_\_\_\_\_\_ Listing Broker or X Property Manager. The first month's rent is due and payable not later than \_\_\_\_\_\_\_ by *(select one or more)*: \_\_\_\_\_\_ cashier's check X electronic payment \_\_\_\_\_\_ money order \_\_\_\_\_\_ personal check or X other means acceptable to Landlord.

- B. <u>Prorated Rent</u>: The prorated rent of \$\_\_\_\_\_\_ is due on or before by (*select one or more*): \_\_\_\_\_\_ cashier's check X electronic payment \_\_\_\_\_\_ money order \_\_\_\_\_\_ personal check or X other means acceptable to Landlord.
- C. <u>Place of Payment</u>: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name:	Landlord Property Management, LLC
Address:	https://www.landlordpm.com/tenants/pay-rent/
	adona@landlordpm.com
	Notice: Place the Property address and Tenant's name on all payments.

- D. Method of Payment:
  - (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
  - (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
  - (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: cashier's check **X** electronic payment money order personal check or **X** other means acceptable to Landlord. Landlord **X** may or may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: **X** cashier's check electronic payment **X** money order **X** personal check or **X** other means acceptable to Landlord.
  - (4) Landlord requires X does not require Tenant(s) to pay monthly rents by one payment.

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- (5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- E. <u>Rent Increases</u>: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

#### 6. LATE CHARGES:

- A. If Landlord does not <u>actually receive</u> a rent payment in the full amount at the designated place of payment by the \_\_\_\_\_\_ day of each month at 11:59pm, Tenant will pay Landlord for each late payment:
  - (1) an initial late charge equal to *(check one box only)*: (a) (a) (b) <u>10.000</u> % of one month's rent; **and**
  - (2) additional late charges of \$ <u>n/a</u> per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.
     Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.
- B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.
- 7. RETURNED PAYMENT: Tenant will pay Landlord \$ 75.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, <u>plus any late charges until Landlord receives payment</u>. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.
- 8. APPLICATION OF FUNDS: Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, animal charges, and then to rent.

#### 9. ANIMALS:

- A. Unless the parties agree otherwise in writing, <u>Tenant may not permit, even temporarily, any animal on the</u> <u>Property</u> (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.
- B. If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, Landlord may take all or any of the following action:
  - (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
  - (2) charge Tenant, as additional rent, an initial amount of \$ 400.00 and \$ 50.00 per day thereafter per animal for each day Tenant violates the animal restrictions;

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- (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
  - (a) remove any unauthorized animal;
  - (b) exterminate the Property for fleas and other insects;
  - (c) clean and deodorize the Property's carpets and drapes; and
  - (d) repair any damage to the Property caused by the unauthorized animal.
- C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

#### **10. SECURITY DEPOSIT:**

- A. <u>Security Deposit</u>: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$<u>25 less than rent</u> by (select one or more): \_\_\_\_\_ cashier's check X electronic payment \_\_\_\_ money order \_\_\_\_\_ personal check or X other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. <u>Interest</u>: No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. <u>Refund</u>: <u>Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is</u> obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

- (1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
- (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <u>http://www.statutes.legis.state.tx.us/</u>.
- D. <u>Deductions</u>:
  - (1) Landlord may deduct reasonable charges from the security deposit for:
    - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
    - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
    - (c) unpaid or accelerated rent;
    - (d) unpaid late charges;
    - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;

- (f) unpaid pet charges;
- (g) replacing unreturned keys, garage door openers, security devices, or other components;
- (h) the removal of unauthorized locks or fixtures installed by Tenant;
- (i) Landlord's cost to access the Property if made inaccessible by Tenant;
- (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
- (k) packing, removing, and storing abandoned property;
- (I) removing abandoned or illegally parked vehicles;
- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.
- (2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

#### 11. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: **none** 

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

# Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

#### 12. USE AND OCCUPANCY:

- A. <u>Occupants</u>: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are (*include names and ages of all occupants*):
- B. <u>Phone Numbers and E-mail</u>: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

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C. <u>HOA Rules</u>: This Property is or is not a part of an HOA.

(Include the name of the HOA if there is one). Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

- D. <u>Prohibitions</u>: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.
- E. <u>Guests</u>: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or <u>14</u> consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.
- F. <u>Common Areas</u>: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).
- 13. PARKING RULES: Tenant may not permit more than \_\_\_\_\_\_ vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

#### 14. ACCESS BY LANDLORD:

- A. <u>Advertising</u>: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.
- B. <u>Access</u>: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to

prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

- C. <u>Trip Charges</u>: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ **75.00**.
- D. <u>Keybox</u>: A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.
  - (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
    - (a) during the last **30** days of this lease or any renewal or extension; and
    - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.
  - (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ <u>one months rent</u> as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.
  - (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
  - (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

#### 15. MOVE-IN CONDITION:

- A. SIGHT UNSEEN NOTICE: Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.
- B. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord:

C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within \_\_\_\_\_\_ days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

#### 16. MOVE-OUT:

- A. <u>Move-Out Condition</u>: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. <u>Tenant may not abandon the Property</u>.
- B. Definitions:
  - (1) "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
  - (2) "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
    - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
    - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
  - (3) "Abandonment" occurs when all of the following occur:
    - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
    - (b) Tenant is in breach of this lease by not timely paying rent; and
    - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.
- C. Personal Property Left After Move-Out:
  - (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
    - (a) dispose of such personal property in the trash or a landfill;
    - (b) give such personal property to a charitable organization; or
    - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
  - (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

#### **17. PROPERTY MAINTENANCE:**

- A. <u>Tenant's General Responsibilities</u>: Tenant, at Tenant's expense, must:
  - (1) keep the Property clean and sanitary;
  - (2) promptly dispose of all garbage in appropriate receptacles;

- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) promptly notify Landlord, in writing, of all needed repairs.
- B. <u>Yard Maintenance</u>:
  - (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
  - (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
  - (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: \_\_\_\_\_
    - . Other than watering, the yard will be maintained as follows: (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
  - (b) Tenant, at Tenant's expense, will maintain the yard.
  - (c) Tenant will maintain in effect a scheduled yard maintenance contract with: a contractor who regularly provides such service;
- C. <u>Pool/Spa Maintenance</u>: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.
- D. <u>Prohibitions</u>: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may <u>not</u>:
  - (1) remove any part of the Property or any of Landlord's personal property from the Property;
  - (2) remove, change, add, or rekey any lock;
  - (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;

- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.
- E. <u>Failure to Maintain</u>: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.
- F. <u>Smoking</u>: Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family, or occupants is permitted **X** not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:
  - (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
  - (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.
- 18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).
  - A. <u>Repair Requests</u>: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at (210)988-0378 . Ordinarily, a repair to the heating and air conditioning system is not an emergency.
  - B. <u>NOTICE</u>: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

#### C. <u>Completion of Repairs</u>:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.
- D. Payment of Repair Costs:
  - (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
    - (a) heating and air conditioning systems;
    - (b) water heaters; or
    - (c) water penetration from structural defects.
  - (2) Except for those conditions caused by the negligence of Landlord, Tenant will pay to repair the following conditions:
    - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
    - (b) damage to doors, windows, and screens;
    - (c) damage from windows or doors left open;
    - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
    - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
    - (f) the following specific items or appliances: tenant owned items, All non real property items listed in paragraph 2
- E. <u>Trip Charges</u>: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.
- F. <u>Advance Payments and Reimbursements</u>: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

#### **19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:**

A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.

Residential Lease concerning:

- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. <u>If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable</u> costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.
- 20. SMOKE ALARMS: Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. <u>Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.</u>
- 21. LIABILITY: Unless caused by Landlord, Landlord is <u>not</u> responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, <u>Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.</u>
- 22. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.
- 23. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.
- 24. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.
- **25. CASUALTY LOSS OR CONDEMNATION:** Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

26. SPECIAL PROVISIONS: (Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.) LATE FEE IS 10% OF YOUR MONTHLY RENT - COST OF RELETTING/BREAKING YOUR LEASE IS EQUAL TO ONE MONTH'S RENT - CARPET CLEANING WILL AUTOMATICALLY BE DEDUCTED FROM SECURITY DEPOSIT - LANDLORD PROPERTY MANAGEMENT MANDATES TENANT TO STAY ENROLLED IN RESIDENT BENEFIT PACKAGE PROGRAM - TENANT ACKNOWLEDGES THERE IS A \$10 PROCESSING FEE FOR ANY RENT PAYMENT NOT MADE THROUGH FREE TENANT PORTAL.

#### 27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
  - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
  - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
  - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code;
  - (4) all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
  - (5) Tenant will be liable for:
    - (a) any lost rent;
    - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
    - (c) repairs to the Property for use beyond normal wear and tear;
    - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
    - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
    - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.
- 28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.
  - A. <u>Special Statutory Rights</u> Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

- (1) <u>Military</u>: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) <u>Family Violence</u>: Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) <u>Sex Offenses or Stalking</u>: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.
- B. Assignment, Subletting and Replacement Tenants:
  - (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
  - (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
  - (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
  - (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
    - (a) if Tenant procures the assignee, subtenant, or replacement tenant:
    - (i) \$ **n/a**
    - (ii) **n/a** % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
    - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
    - (i) \$ **n/a**
    - (ii) **n/a** % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
  - (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

Residential Lease concerning:

- **29. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.
- **30. REPRESENTATIONS:** Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.
- **31. ADDENDA:** Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.
  - X Addendum Regarding Rental Flood Disclosure
  - Addendum Regarding Lead-Based Paint
  - Inventory & Condition Form
  - Landlord's Additional Parking Rules
  - Animal Agreement
  - Mold Remediation Consumer Protection
  - Residential Lease Guaranty
  - X Resident Benefit Package

- Agreement Between Brokers Landlord's Rules & Regulations Owners' Association Rules Pool/Spa Maintenance Addendum Residential Lease Application Bed Bug Addendum **X** RELETTING FEE INST. & PENALTIES **X** Tenant Fee Schedule
- **32. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to (*Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.):*

Tenant at the Property and a copy to:

E-mail/Fax: \_\_\_\_\_\_ E-mail/Fax: \_\_\_\_\_\_ Landlord c/o: LANDLORD PROPERTY MANAGEMENT, LLC 14546 BROOK HOLLOW #339 San Antonio TX 78232 E-mail/Fax: PROPMANAGER@LANDLORDPM.COM E-mail/Fax:

#### **33. AGREEMENT OF PARTIES:**

- A. <u>Entire Agreement</u>: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. <u>Binding Effect</u>: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. <u>Joint and Several</u>: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. <u>Waiver</u>: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. <u>Severable Clauses</u>: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

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- F. <u>Controlling Law</u>: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. <u>Copyright</u>: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

#### 34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information*.)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. (Do not insert Tenant or Occupant names below.)

Name:	-	•	Phone:	
Address:				
E-mail:				

- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
  - (1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
  - (2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.
- H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

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I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.

J.	Landlord's broker, Landlord Property Management	,
	<b>x</b> will will not act as the property manager for landlord. If Property is	s not managed by above-named broker,
	Property will be managed by Landlord or X property manager for Land	llord:
	Name of property manager: LANDLORD PROPERTY MGMT	Phone: (210)492-1695
	Address: 14546 Brook Hollow #339 San Antonio TX 78232	E-mail: propmanager@landlordpm.com

- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- L. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.

Date	Tenant	Date
Date	Tenant	Date
anagement	Tenant	Date
Date	Tenant	Date
188982 License No.		
For Land	lord's Use:	
signed by ea three busines who has not a t. Landlord ma tenant; or (3)	ch party to the lease. Additionally, if more than one s days after the date the Landlord receives a written already received one as required above, the Landlord by provide the copy of the lease in: (1) a paper format; by e-mail if the parties have communicated by e-mail	
	Date Date Date Date Date Date Date Date	Date Tenant   banagement Tenant   Date Tenant



# **Information About Brokerage Services**

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

#### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on behalf of the broker.

#### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

#### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

#### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Landlord Property Management, LI Licensed Broker /Broker Firm Name or Primary Assumed Business Name	LC606865 License No.	propmanager@landlordpm.com Email	(210)492-1695 Phone
ANNETTE SLATER	188982	annette@landlordpm.com	(210)710-4001
Designated Broker of Firm	License No.	Email	Phone
Adona Lowery	428359	adona@landlordpm.com	(210)492-1695
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Adona Lowery/ Bryan Rubio	606561	propmanager@landlordpm.com	(210)492-1695
Sales Agent/Associate's Name	License No.	Email	Phone
	Buyer/Tenant/Seller/Landlord Initia	ls Date	
Regulated by the Texas Real Estate	e Commission	Information available a	t www.trec.texas.gov



# **BED BUG ADDENDUM**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

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## ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_

## A. REPRESENTATIONS:

- (1) Landlord is not aware of any evidence indicating the presence of bed bugs currently in the Property.
- (2) Tenant has inspected the Property and found no evidence indicating the presence of bed bugs in the Property.
- (3) Tenant represents: (Check only one box.)
  - (a) Tenant is not aware of any evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property.
- (b) Tenant is aware of the following evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property:

Tenant further represents that Tenant's and any occupant's personal property has been treated by a licensed pest control operator and that such personal property is free from bed bugs.

- B. NOTICE: Tenant must immediately notify Landlord, in writing, if:
  - (1) Tenant becomes aware or discovers evidence of the presence of bed bugs in the Property, including in any personal property within the Property; or
  - (2) Tenant, an occupant, Tenant's family members, or a guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by (i) bed bugs; or (ii) any other condition or pest in the Property.

# C. TREATMENT:

- (1) If the presence of bed bugs in the Property is confirmed, Tenant must:
  - (a) allow Landlord and Landlord's agents access to the Property at reasonable times without first attempting to contact Tenant and without notice to perform bed bug inspections or treatments;
  - (b) comply with all instructions from Landlord or Landlord's agents to clean and treat the Property;
  - (c) remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property; and
  - (d) pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property as a result of the presence of bed bugs in the Property, if caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant.
- (2) All decisions regarding the selection of the licensed pest control operator and method of treatment will be at Landlord's sole discretion.
- D. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant for any damages, injuries, or losses to person or property caused by the presence of bed bugs in the Property. <u>Tenant will protect, defend, indemnify, and hold Landlord and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant in connection with the presence of bed bugs in the Property.</u>
- **E. DEFAULT:** If Tenant fails to comply with this addendum, in addition to exercising Landlord's remedies under Paragraph 27 of the above-referenced lease, Tenant must immediately reimburse Landlord the amounts under this addendum for which Tenant is responsible.

(TXR-2013) 07-08-22 Landlord or Landlord's Representative: \_\_\_\_, \_\_\_\_ & Tenants: \_\_\_\_, \_\_\_\_, \_\_\_\_, Page 1 of 2

# F. RESOURCES FOR MORE INFORMATION: For more information about bed bugs, Tenant may visit one of the websites listed below.

Texas Department of Health and Human Services: <u>https://www.dshs.texas.gov/phs/bedbugs.aspx</u> United States Environmental Protection Agency: <u>https://www.epa.gov/bedbugs</u> Texas A&M Agrilife Extension: <u>https://citybugs.tamu.edu/factsheets/biting-stinging/bed-bugs/</u>

Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
Or signed for Landlord under written property manag agreement or power of attorney:	ement	Tenant	Date
Ву:			
Printed Name: Adona Lowery/Bryan Rubio		Tenant	Date
Firm Name: Landlord Property Management, LLC			



# ANIMAL AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

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#### ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT

#### A. ANIMAL AUTHORIZATION AND DESCRIPTION:

(1) An assistance animal is required to be reported to the Landlord with accompanying documentation. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.

#### Misrepresentation of an assistance animal is a violation of Texas law and may be a punishable offense.

- (2) Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect) other than an assistance animal, unless specifically authorized by this agreement.
- (3) Tenant may keep only the following animal(s) on the Property until the above-referenced lease ends.

Туре:	Breed:	Name:
Color: Weigh	nt: Age:	Gender:
Spayed/Neutered? yes no	Rabies Shots Current? yes nc	Assistance Animal _ yes _ no
Туре:	Breed:	Name:
Color: Weigh	nt: Age:	Gender:
Spayed/Neutered? yes no	Rabies Shots Current? yes no	Assistance Animal _ yes _ no
Туре:	Breed:	Name:
Type: Color: Weigl		Name: Gender:
••		Gender:
Color:Weigh	nt: Age:	Gender:
Color: Weigh Spayed/Neutered? yes no	nt:Age: Rabies Shots Current? yes nc Breed:	Gender: Assistance Animal yes no

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(TXR-2004) 05-15-24 Landlord or Landlord's Representative: \_\_\_\_\_, \_\_\_\_ & Tenants: \_\_\_\_\_

- **B. CONSIDERATION:** This Paragraph does not apply to assistance animals. In consideration for Landlord's authorization for Tenant to keep the animal(s) described in Paragraph A on the Property, the parties agree to the following. (*Check any one or any combination of the following*.)
- (1) Tenant will pay an animal deposit of \$ 400 PER PET \_\_\_\_\_\_ on or before \_\_\_\_\_\_\_. The animal deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the animal is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.
- (2) Tenant will pay a monthly animal fee in the amount of \$\_\_\_\_\_ which is due concurrently with rent payment as referenced in Paragraph 5 of the lease.
- (3) Tenant will pay a one-time, non-refundable animal fee of \$ 150 / PET on or before
- C. ANIMAL RULES: Tenant must:
  - (1) take all reasonable action to ensure that any animal does not violate the rights of other persons;
  - (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any animal;
  - (3) keep the rabies shots of any animal current;
  - (4) confine any animal, when outside, by fences or on leashes under Tenant's control;
  - (5) confine any animal, that is not an assistance animal, in an appropriate enclosure for the type of animal;
  - (6) promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
  - (7) promptly remove from the Property any offspring of any animal.
- **D. ACCESS:** Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

#### E. DISCLOSURE CONCERNING ANIMALS:

- (1) Is Tenant aware of whether any of the animals described under this addendum has ever bitten or injured another person? Yes No If yes, explain:
- (2) Is Tenant aware of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone? Yes No If yes, explain:

#### F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
  - (a) any damage to the Property or any item in the Property caused by any animal;
  - (b) any personal injuries to any person caused by any animal; and
  - (c) any damage to any person's property caused by any animal.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the flooring, doors, walls, window coverings, furniture, appliances, sod, yard, fences, or landscaping.

(TXR-2004) 05-15-24 Landlord or Landlord's Representative: \_\_\_\_\_, \_\_\_\_ & Tenants: \_\_\_\_\_, \_\_\_\_, \_\_\_\_, Pa

Animal Agreement concerning

- G. INDEMNIFICATION: <u>Tenant will protect</u>, <u>defend</u>, <u>indemnify</u>, <u>and hold Landlord</u>, <u>Landlord's property</u> <u>manager</u>, <u>and Landlord's agents harmless from any damages</u>, <u>costs</u>, <u>attorney's fees</u>, <u>and expenses that</u> <u>are caused by the act of any animal or Tenant</u>.
- H. DEFAULT: If Tenant breaches any provision in this Animal Agreement, Landlord may, in addition to all remedies described under Paragraph 9B of the lease, immediately terminate authorization for Tenant to keep any animal on the Property. Upon such termination, Tenant must immediately remove any such animal from the Property.
- I. SPECIAL PROVISIONS:

Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
Or signed for Landlord under written property manage agreement or power of attorney:	gement	Tenant	Date
Ву:		Tenant	Date
Printed Name: ADONA LOWERY/ BRYAN RUBI	0		
Firm Name: Landlord Property Management, Ll	LC		

TEXAS REALTORS

## GENERAL INFORMATION FOR LANDLORD REGARDING ASSISTANCE ANIMALS

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In the event you receive a reasonable accommodation request for an assistance animal, the following information may assist you in handling and evaluating such a request.

#### THE FAIR HOUSING ACT.

General. The federal Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status, and disability (handicap).

Exemptions. The Fair Housing Act prohibits discrimination in most types of housing, but there are exemptions. In some circumstances, the Act exempts:

- Owner-occupied buildings with no more than four units. Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence;
- Single-family housing sold or rented without the use of a broker. The sale or rental of any single-family house by an owner, provided the following conditions are met: (i) the owner does not own or have any interest in more than three single-family houses at any one time;(ii) the house is sold or rented without the use of a real estate broker, agent, or salesperson or the facilities of any person in the business of selling or renting dwellings; and (iii) if the owner selling the house does not reside in it at the time of the sale or was not the most recent resident of the house prior to such sale, the exemption applies only to one such sale in any 24-month period.
- Housing operated by certain organizations and private clubs that limit occupancy to members. See 42 U.S.C. 3603, 3607 and 24 C.F.R. § 100.10 for more details.

Enforcement. At the federal level, the U.S. Department of Housing and Urban Development (HUD) administers and enforces the federal Fair Housing Act. The Fair Housing Act provides that if the state or city has adopted similar fair housing laws, fair housing complaints will be referred to the state or city for enforcement. At the state level, the Texas Workforce Commission, Civil Rights Division, administers and enforces the Texas Fair Housing Act, which is virtually identical to the federal act.

### **DEFINITIONS.**

Assistance Animal. An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. An assistance animal is not considered a pet. Assistance animals include service animals, and emotional support animals. A service animal means any dog that is individually trained to work or perform tasks for the benefit of an individual with a disability; the work or tasks performed by the service animal must be directly related to the individual's disability. Emotional support animal means other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for an individual with a disability. An emotional support animal can be an animal commonly kept in the home for pleasure rather than commercial purposes, including, but not limited to: dogs, cats, small birds, rabbits, hamsters, gerbils, fish, turtles, or other small, domesticated animals. Examples of animals not considered common household animals include, but are not limited to: other reptiles, barnyard animals, monkeys, kangaroos, and other non-domesticated animals

Disability. Under the Fair Housing Act, "disability" or "handicap" means a person with physical or mental impairment which substantially limits one or more of a person's major life activities, a record (history) of the impairment, or being regarded as having the impairment.

Major Life Activities. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

(TXR-2226) 05-15-24		Page 1 of 3
	Phone: 2104921695	Fax: 2108558045
LandlordPM Team	Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201	www.lwolf.com

#### REASONABLE ACCOMMODATION.

Discrimination against a person with a disability includes refusing to make a reasonable accommodation in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.

If you prohibit animals in your rental property or impose other restrictions or conditions related to animals, a reasonable accommodation request may include a request to live with and use an assistance animal.

Generally, such a request must be granted, unless: (i) the person seeking to use and live with the animal does not have a disability; (ii) the person seeking to use and live with the animal does not have a disability-related need for the assistance animal; (iii) the request would impose an undue financial and administrative burden on you; (iv) the request would fundamentally alter the nature of your operations; (v) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or (vi) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. If you refuse a requested accommodation for one of these reasons, you should discuss with the person whether there is an alternative reasonable accommodation that would effectively address the person's disability-related needs.

#### **REQUESTING ADDITIONAL INFORMATION.**

Once a reasonable accommodation request has been made, you may be able to ask for additional information; however, this depends on whether the person's disability or the disability-related need for the assistance animal is readily apparent or known.

- If the person's disability is obvious, or otherwise known to you, and if the need for the requested accommodation is also readily apparent and known, then you may not request any additional information about the person's disability or the need for the accommodation.
- If the person's disability is known or readily apparent, but the need for the accommodation is not readily apparent or known, you may request only information that is necessary to evaluate the disability-related need for the accommodation. For example, a licensed health care professional with personal knowledge of the individual may provide a note confirming a need for an animal. The health care professionals' services may be delivered remotely, including the over the internet.
- If a disability is not obvious, you may request reliable disability-related information that: (i) is necessary to verify that the person meets the Fair Housing Act's definition of disability; (ii) describes the needed accommodation; and (iii) shows the relationship between the person's disability and the need for the requested accommodation.

Information a landlord can request as the basis for supporting a non-observable disability can include: a determination of disability from a governmental authority, the receipt of disability benefits or services (i.e., SSDI, Medicare, or SSI for a person under 65, veteran's benefits, etc.), eligibility for housing assistance or housing vouchers received because of disability; or information confirming disability from a health care professional. You may not ask an applicant or tenant to provide access to medical records or medical providers, or provide detailed or extensive information or documentation of a person's physical or mental impairments.

#### INTERNET CERTIFICATIONS.

HUD states that websites which sell certificates, registrations, and licensing documents for assistance animals are not sufficient on their own to reliably establish that an individual has a disability-related need for an emotional support animal. Instead, HUD recommends that the documentation should include the patient's name, whether there is a professional relationship between the healthcare professional and the patient, and the type of animal(s) for which the reasonable accommodation is sought. The documentation should also include information addressing the requestor's disability: whether the patient has a physical or mental impairment, whether that impairment substantially limits at least one major life activity or major bodily function, and how the patient will be aided by the animal(s).

(TXR-2226) 05-15-24

#### ANIMAL DEPOSITS OR OTHER ANIMAL FEES.

Any required animal fees, like an animal deposit, may not be applied to assistance animals. A reasonable accommodation request for an assistance animal cannot be conditioned on the payment of such a fee. However, the person is responsible for any damage to the property caused by the assistance animal, excluding normal wear and tear, and all reasonable costs associated to repair the property, if this is your practice to assess tenants for any damage they cause.

#### UNIQUE ANIMALS.

If the animal being considered is a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, then the reasonable accommodation should be granted if the landlord has information confirming that there is a disability-related need for the animal.

However, if the animal is "unique", like a monkey or snake, then the tenant has a burden to demonstrate a disability-related therapeutic need for the specific animal or the specific type of animal. There may be reasons that require a unique animal such as opposable thumbs on a monkey or allergies to dogs. Landlords should consider the request and documentation provided.

#### BREED, SIZE, AND WEIGHT RESTRICTIONS.

Breed, size, and weight restrictions do not apply to assistance animals. A decision that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on that animal's actual conduct and not simply on (i) fear about harm or damage an animal may cause or (ii) evidence of harm or damage other animals have caused.

#### **INSURANCE POLICY.**

In some cases, an insurance policy may contain restrictions, conditions, or prohibitions on the types of animals or breeds in a property. If a request for an assistance animal in your property would violate your insurance policy, this may entitle you to refuse the request. If your insurance carrier would either cancel the insurance policy, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD will find that this imposes an undue financial and administrative burden. However, the HUD investigator will verify such a claim with the insurance company directly and consider whether comparable insurance, without the restriction, is available in the market.

#### Broker cannot give legal advice. In the event you need further information or wish to deny a request for an assistance animal, you should CONSULT AN ATTORNEY.

This form was provided by:

Landlord Property Managment, LLC

Broker's Printed Name

By:

Broker's Associate's Signature Date Adona Lowery/ Bryan Rubio

By signing below, I acknowledge that I received, read, and understand this information.

Landlord

Date

Landlord

Date

(TXR-2226) 05-15-24



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(Rev0924)

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#### **RESIDENT BENEFITS PACKAGE (RBP) ADDENDUM**

(Rev0924)

The Landlord Property Management Resident Benefits Package (RBP) delivers savings and convenient professional services that make taking care of your home second nature at a cost of \$48 per month, payable with Rent.

Resident and Landlord mutually agree that the Resident Benefits Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(S) of the package are unavailable due to a lack of HVAC or other property specific limitations, unless otherwise specified below.

**<u>Resident Rewards</u>**: Resident acknowledges that a Resident rewards program is made available to them by the Landlord. Rewards are to be accessed online and are activated at Resident's sole discretion through the use of a mobile application provided by the rewards provider. Rewards will provide Resident(s) with available rewards as a preferred customer of the Landlord.

<u>Credit Building</u>: Landlord provides credit reporting to cast positive payment history through a third party service. Landlord <u>IS NOT</u> responsible for any misrepresentation, erroneous reporting and/or lack of reporting by the third party service. Resident understands that any disputes will be handled directly between Resident and the third party service.

#### **Renters Insurance Requirements & Program:**

The Landlord requires Resident(s) to obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Resident(s) are required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Resident may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of Resident's choice. The option Resident chooses will not affect whether Resident's lease application is approved or the terms of Resident's Lease.

**Option (1)** Do nothing. Resident(s) will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of Resident's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by Landlord Property Management for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.

**Option (2)** Buy a policy. If Resident prefers, Resident may find, purchase, and maintain another policy that satisfies the Landlord's Requirements. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.

#### Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A-rated carrier.
- Policy meets or exceeds the required \$100,000 in property damage and legal liability.
- Landlord Property Management is listed as an additional interest.
- Landlord Property Management address is listed as: PO Box 660121, Dallas, TX 75266

It is the Resident's responsibility to pay premiums directly to your insurance provider. If the policy is terminated or lapses, Resident will be subject to a <u>lease violation fee of \$25</u> and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

(Resident)

(Resident)



#### **RESIDENT BENEFITS PACKAGE (RBP) ADDENDUM (cont'd)**

(Rev 0924)

**<u>\$1M Identity Protection</u>**: By executing this agreement, Resident agrees to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at <u>www.identityguard.com</u>.

**Home Buying Assistance:** Landlord is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Residents enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.

**<u>24-Hour Maintenance Coordination Service</u>**: Landlord shall allow access to Resident to report maintenance concerns outside of normal business hours via the online Resident portal, or other such means as made available by Landlord.

<u>Online Portal Access</u>: Landlord agrees to provide Resident online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Resident, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

<u>Multiple Payment Methods:</u> All rental payments can be paid in a variety of ways using Tenant's portal. Available options include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Resident's expense.

<u>Vetted Vendors</u>: Landlords will ensure all third-party vendors are appropriately licensed, bonded, and insured.

**<u>Pest Control Plus Package</u>**: Pest Share is your "one-stop shop" for pest control, offering savings through their nationwide network of expert providers. ensuring a pest-free environment without costly treatments. Residents can easily report *visible pests* through the Pest Share website, ensuring swift and effective treatment.

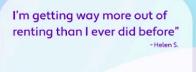
(Resident)

(Resident)





# Benefits so good, **you may** never want to leave.



TODAY	Forbes	House	yahoo!	Inc.
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Google Over 15,000

# Landlord Property Management, all of our residents get the #1, most-awarded experience:



#### \$1M Identity Protection

1 in 4 Americans are victims of identity fraud. All adult leaseholders get \$1M coverage backed by AlG, monitoring through IBM's Watson, and a dedicated, US-based Identity Restoration Specialist.



#### **Resident Rewards Program**

Rent day is now rewards day. You'll get cash, giftcards, and exclusive discounts you can use to save up to \$4500/year on everyday expenses.



#### 24/7 Maintenance Coordination

It always seems like things happen after hours. This makes reporting those pesky maintenance issues easy and fast either online or by phone.



#### Home Buying Assistance For those who want to move onto

homeownership, we'll help you get there.

#### Online Portal

Access your documents and pay rent through our easy to use online portal.



#### Credit Building

We report every rent payment so you build credit. Average increases of 23 to 42 points in resident scores, so you can qualify for more and save hundreds. We can report up to the past 24 months for an immediate boost.

Trustpilot



#### Renters Insurance Program

We've secured the industry-leading value policy from an A-rated carrier. You'll benefit by being added to our master policy so all of your insurance requirements in the lease are met. If you want a retail individual policy, you can still get that at any time.



#### Vetted Vendor Network

Everyone who services your home is screened to exceed our standards for insurance, licensing, and professionalism for the job.

#### **Online Payments**

Landlord Property Management covers the cost of ACH payments made online.



(Resident)



# Obligo

#### Welcome to Your Deposit-Free Home

Make your rental process as simple as checking in and out of a hotel. Your property has partnered with Obligo to allow qualified renters to skip paying a security deposit.

#### **Enjoy Financial Flexibility**

 Invest, save or spend the deposit cash that would otherwise be tied up.

- Move in faster, right from your phone.
   No need to go to the bank.
- At move-out, any balance for damages or missed rent can be repaid in installments.

#### **Instantly Qualify**

Obligo has several methods to instantly qualify for deposit-free living. Most renters will qualify by connecting one US checking account.



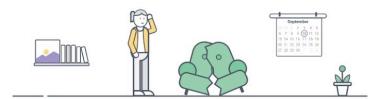
(	Tenant)	(Tenant)	(Tenant)	(Tenant)
(Resident)	_	(Resident)	(Resident)	(Resident)





# You're Still Accountable

Through the Obligo platform, you authorize your property manager to charge you up to your security deposit amount for any damages or missed rent. You maintain the right to dispute charges with your property manager-just like a traditional deposit.



# **Deposit-Free Living Starts Here**

Instantly qualify for Obligo through your Online Portal
the same place you make your rent payments.
Obligo charges a small fee for the service.

There is no need to tie up your funds. The days of your security deposit money being locked away, collecting dust, are over



(Resident)

(Resident)

(Resident)



#### PEST CONTROL ADDENDUM

(Rev0924)

#### 1. Pest Services Provided:

Pest Share offers up to four pest control service requests for active/visible pests within a 12-month period, starting from the date of the first service request. Each service request covers a maximum of three pest types and includes a 30-day warranty. All service requests are subject to review and approval by Pest Share.

#### 2. Covered Pests:

- A. What Pests are covered? The pests covered under this agreement will vary based on the predetermined Pest Share package. The marketing materials given to the resident provide details of the specific coverage. It is advised to refer to those materials for the full list of pests included in your plan and the Pest Share FAQs.
- B. **The requested pest is considered covered if:** The pest is included in the package, and...the pest has an origin of infestation on the property and is either present in or on the home or garage, or of a type that may pose a significant threat of harm at the entry point of the door, such as fire ants, wasps, scorpions, ticks, or brown recluse spiders, and... There is an available benefit from the package. Extenuating circumstances may be considered on a case-by-case basis.

#### 3. Tenant Responsibilities:

A. **Reporting Pest Activity:** The resident is responsible for promptly reporting any visible pests to Pest Share through their online platform at PestShare.com, regardless of whether the pest is covered under the Pest Share program. Delayed reporting may result in the resident being held financially responsible for any pest-related damages or infestations that arise due to failure to report in a timely manner.

#### B. Service Request Submission:

- Duplicate Submissions: Service requests must be submitted through PestShare.com. Duplicate submissions for the same issue will be denied, and Pest Share will communicate any such denial. All service-related communication will be sent to the contact information provided by the resident at the time of submission.
- 2) Upload picture(s) of the pest(s) or any signs of the pest when submitting your service request.
- 3) Exception to the picture requirement: If a picture is not provided, you may request an exception with a valid reason for the omission of a photo. Provide a short explanation to help Pest Share understand why you are unable to capture pictures, and additional information on sounds, scents, or other evidence of the pest to help us confirm the infestation. Your service request will be reviewed for approval. It will be communicated to you if additional information is required. Your request will remain open for 2 additional business days to allow time for photos or additional information. If no approved pictures or additional information is received within 2 business days this request will be canceled and you may resubmit online at www.pestshare.com as needed.

(Resident)

(Resident)



#### PEST CONTROL ADDENDUM (cont'd)

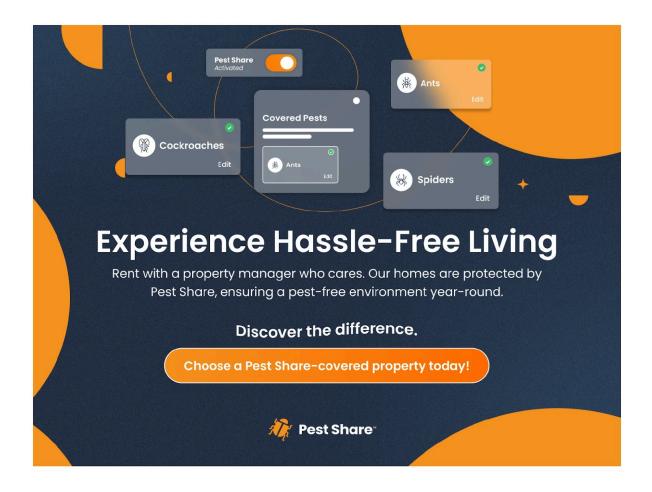
(Rev0924)

- 4) **Outdoor Services:** Pest Share covers the treatment of interior dwellings and attached buildings such as garages, and porches, or of a type that may pose a significant threat of harm at the entry point of the door, such as fire ants, wasps, scorpions, ticks, or brown recluse spiders, and... There is an available benefit from the package. Extenuating circumstances may be considered on a case-by-case basis.
- 4. Contact Information: It is the resident's responsibility to ensure accurate and complete contact information, including the property address, unit number (if applicable), valid phone number, and email address. Pest Share will communicate via email and text message if a mobile phone number is provided. The resident is responsible for checking email (including spam/junk folders) and text messages for updates on service requests.
- 5. Scheduling & Access: The resident must coordinate directly with Pest Share and the service technician to schedule or reschedule services. Failure to allow entry, refusal of service, or the absence of an adult (18 years or older) at the scheduled time may result in additional charges, for which the tenant will be financially responsible. Fees may also apply if service cannot be performed due to tenant-related issues.
- 6. Multiple Treatments Certain pests may require multiple treatments, inspections, or additional remediation measures, such as sanitization, sealing entry points, or treatment of adjacent units. Pest Share will communicate any necessary steps, and the resident agrees to comply with these instructions promptly. Failure to cooperate may result in delays or additional charges.
- **7. Temporary Vacating:** In some cases, the resident may be required to vacate the premises temporarily for pest control treatments. The resident acknowledges that the landlord, Pest Share, and the service provider(s) will not be liable for any costs or expenses incurred by the resident during such times. Every effort will be made to minimize inconvenience, but residents understand that treatment protocols may vary depending on the type of pest and the required measures.



#### PEST CONTROL ADDENDUM (cont'd)

(Rev0924)



(Resident)

(Resident)



#### ALTERATIONS ADDENDUM

(Rev0924)

**NOTICE:** it is a violation of your lease agreement to make alterations to the property **WITHOUT** the written consent of Landlord Property Management. This includes but is not limited to:

Wall mounted TV's	Door locks
Ceiling Fans	Security systems
Shower heads	Thermostats (including CPS issued)
Light fixtures	Flooring removal
Painting	Wallpaper and/or boarders
Toilet tank Tablets	Use of Drain-O or abrasive products

#### DO NOT FLUSH - Baby wipes or other "flushable" wipes. THEY DO NOT DISSOLVE !!

Failure to abide by these rules could lead to eviction. Per your lease any and all damages, whether accidental or negligence caused by resident(s) or resident guest(s) either accidentally or negligence or accidentally will be charged back to the resident(s). If the owner approves an alteration a possible increase in deposit monies could be requested.

(Resident)



# PAINT ADDENDUM

(Rev0924)

#### Normal Wear and Tear vs Damages:

Normal wear and tear is different from damage caused by a tenant. Normal wear and tear occurs naturally over time. Damage caused by tenant(s) isn't a result of aging but is a result of negligence, carelessness or abuse.

"Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

### Paint Charges at Move Out:

Unless specified in writing as a pre-existing condition prior to move in, the tenant will be charged for repair and painting the following damages found at move out inspection.

Holes (larger than pencil tip)	Holes/tears in walls/doors
Excessive nail holes (including thumbtacks)	Unauthorized paint alterations
Excessive scuff marks	Mismatched paint (including touch ups)
Color markings	Unprofessional sheetrock repairs
Stickers on walls/doors	Unprofessional paint job

Smoking and other displeasing or harmful odors that would prevent a new resident from moving in.

NOTE: Should the resident(s) choose to repair any paint damage themselves, please note there are several types, finishes and colors to consider. Please consult a painting professional, Landlord is not required to maintain records of paint samples used on property.

(Resident)



# FAILURE TO SIGN AND RETURN ALL REQUIRED DOCUMENTS WITHIN 48 HRS WILL RESULT IN YOUR ACCOUNT BEING CHARGED \$35.

### **RESIDENT BENEFIT PACKAGE:** \$48 MONTHLY IN ADDITION TO RENT

**AFTER HOURS EMERGENCY REPAIR FEE:** Vendor Specific (Range ~ \$175) - **UP FRONT** resident is required to pay after hours cost to emergency vendor upon his/her arrival. This cost will be reimbursed if repair **is in fact an emergency**. If the repair is deemed a non-emergency and the vendor charges the Landlord an after hours fee, the cost resident paid to the emergency vendor will be kept as a fee. Be aware a trip fee could also be assessed in this instance.

**Failure to maintain utilities (\$50)**: This fee is charged only when a new resident or resident moving out fails to connect utilities in the resident's name after taking possession of the property or fails to leave utilities on for the entire duration of the lease. In addition, residents will be charged prorated utility charges. This charge MAY be assessed per utility company.

**<u>Reissue Check Fee (\$30)</u>**: This fee is charged to the resident when through the fault of the resident a check is lost and Landlord Property Management must reissue a check to them. It usually coincides with the stop payment fee.

**HOA Admin Fee (\$50):** This fee will be charged for each occurrence after the first notice (a courtesy notice) of a Homeowners Association Violation. This fee is in addition to any fine charged by the Homeowners Association. Examples of HOA fines would be failing to bring in trash cans from street, failure to mow/edge yard, basketball goals on curb, boats/trailers in driveway or street, etc.

**<u>Copy of Lease (\$25)</u>**: Resident(s) will receive a copy of the lease within twenty four (24) hours of execution. Any lease documents requested after initial copy will cost a fee.

**Lease Renewal (\$40):** This admin fee will be charged when the Lease renewal is executed. This is to cover the administrative efforts for inspection coordination and completing a lease agreement extension.

**Notice To Vacate Eviction Positing (\$100)**: This fee is charged when rent is late, and we have to physically deliver or post Notice To Vacate at the property. The \$100 fee will be assessed to the resident in addition to late charges.

(Resident)

(Resident)



# **RESIDENT FEE SCHEDULE (cont'd)**

(Rev0924)

**VOR on Mortgage (\$25)**: This fee will be charged if Management Company is asked to verify rental history by a mortgage company or other financial institutions.

<u>Collection Admin Fee (\$100)</u>: This fee will be charged to a resident in the event we have to initiate a collection to recoup any funds owed to Landlord Property Management or the property owner. This will include rent, late fees, NSF fees or any other past due items.

<u>Make Ready Coordination Fee (\$100)Tenant Change Out Fee (\$75)</u>: This fee is charged when a lease must be modified to remove or add any approved resident after the original lease has been executed.

**Lease Modifications (\$75)**: This fee would be charged if the resident makes any modifications to lease after lease is signed and executed. Owner of the property must approve all modifications.

### Failure to sign and return lease renewal on time (\$100)

<u>Trip Charge Fee (\$75)</u>: This fee is only charged to a resident if an appointment was made to meet the resident at the property and the resident fails to make the appointment. This fee will also be charged if the resident deadbolts the property and prevents Landlord/Vendor from entering when an appointment has been scheduled.

**Lease Violation Fee (\$25):** This fee will be charged anytime the homeowner or Landlord Property Management receives a letter for rule enforcement from the HOA, and/or resident has violated a condition of the lease agreement. This fee is in addition to any fine charged by the HOA.

**Failure to conduct annual assessment \$50 a month until completed:** During renewal process resident(s) will be given instructions on how to download the app and conduct Property Manager instructed renewal assessment. Lease will not be renewed until annual assessment is turned in.

**Inspect Fee (\$100)**: Resident(s) will be charged this fee if the Landlord is forced to inspect the property after a lease violation occurs at the property. Resident(s)s will also be charged this fee as an alternative to conducting self property assessment annually.

**Letter Fee (\$25):** This fee will be levied for any occasion the resident is sent a certified letter for negative reasons. Examples are a pending eviction, an unauthorized pet, failure to respond to email and telephone correspondence from Landlord Property Management or any other lease violation.

**<u>Returned Payment Fee (\$75)</u>**: This fee is applied per transaction when any payment is returned for insufficient funds on electronic payments, return personal check, or any type of failed payment that was due to resident error.

(Resident)

(Resident)



# **RESIDENT FEE SCHEDULE (cont'd)**

(Rev0924))

<u>Make Ready Coordination Fee (\$100)</u>: In the event a resident fails to leave property in a make-ready condition upon surrendering the property this fee is charged for the coordination of vendors to make necessary repairs to property. This fee is not charged if the only maintenance needed is professional carpet cleaning, which is already agreed upon in the lease.

<u>Change Move-In / Out Date (\$75)</u>: This fee would be charged if a resident requests an earlier or later move-in /out date than what the original lease was written or signed for. To make this change requires changes to paperwork and coordination of utilities, the move-in assessment, and contractors work. To change to a late move-in date would have to be acceptable to the Owner.

**<u>Replacement Key Charge (\$30)</u>**: Resident(s) will be issued keys at move in and will sign a key checkout form to verify. Any replacement keys requested due to lockout, etc. will cause a replacement key charge.



### **MOVE IN TIPS ON REPAIRS**

(Rev0924)

**DEADBOLT LOCK:** Should you be locked out of your property after leaving through the garage door and have all keyless deadbolt locks flipped in your home, you will be charged. Deadbolt locks are a safety measure to be engaged while you are in the property.

**<u>GARBAGE DISPOSAL NOT WORKING</u>**: Turn off Disposal Switch and make sure there are no objects in the disposal. Push the RESET button (usually located under disposal), wait 4 minutes and then turn on.

**<u>STOVE OR A/C UNIT</u>**: Turn off the stove or A/C. Check 22 circuit breakers (usually located next to the meter), if tripped at all, turn off completely and reset. Check to see if it is plugged into the outlet.

**<u>ELECTRICAL OUTLETS OR LIGHTS OUT</u>**: Check your 110 circuit breakers located in the garage. Turn off the breakers completely and reset.

**<u>KITCHEN OR BATHROOM OUTLETS</u>**: GFCI outlets have a reset button in the middle. Push first to reset outlets. If still no power check the main panel box to see if a breaker has tripped. Switch breaker to "ON" position to reset. If the breaker keeps tripping, submit a maintenance request online.

**<u>STOVE OVEN LOCKED</u>**: If you attempt to open the door before the cleaning cycle is finished, this will lock the door. Start cleaning again and DO NOT INTERRUPT.

<u>A/C NOT COOLING</u>: Check your a/c filters to make sure they are clean and open a/c vents evenly throughout the entire house. Central a/c units should not be turned off when leaving the house for the day. City Public Service suggests you adjust the thermostat to 90-92 and set it on automatic before leaving when returning home, adjust the thermostat to 80. By taking these steps your a/c unit will cool more effectively and also reduce your utility consumption.

**LIGHT BULBS OUT:** Whether lights are inside the garage, bathroom or bedroom, change light bulbs first. If they still do not work, check the breakers.

**<u>DISHWASHER</u>**: Run hot water at the kitchen sink before running. Use a good quality liquid or powder dishwashing detergent. Utilize the automatic rinse agent dispensed by keeping it filled with a good quality liquid rinse agent.

**PLEASE NOTE:** Complete the Tenant MOVE IN App to inventory and document the condition of the property as you received it and submit within 10 days of move-in. Please use your best judgment when requesting a repair. If an item is checked out okay by the repairman, you will be charged for the repair, regardless of how long you have lived there. Remember you are taking the house as is and they are not 100 percent NEW.

**<u>REPAIRS</u>**: To submit a maintenance request visit our website <u>www.landlordpm.com</u> or call (210) 988-0378.

For ALL other inquiries, please email either: Bryan Rubio at <u>propmanager@lanlordpm.com</u> Jane Valera at <u>jane@landlordpm.com</u>

(Resident)



### **IMPORTANT REMINDERS**

(Rev0924))

**<u>UTILITIES</u>**: Below is a list of utility companies you will need to contact to have utilities put in your name. If the utilities are currently on in our firm's name, we will call the utility companies and request final meter reading. It is very important that you promptly notify the utility companies so you do not lose service.

City Public Service (210) 353-2222	San Antonio Water Systems (210) 704-7297	Waste Mgmt (866) 909-4458	Tiger Sanitation (210) 333-4287
City Of Cibolo	City of Converse	City of Schertz	City of Selma
(210) 658-9900	(210) 658-1965	(210) 619-1000	(210) 651-7800
Canyon Lake Water	Guadalupe Valley Elec	Guadalupe-Blanco River	
Service	Coop	Authority	
(830) 312-4600	(830) 223-4832	(830) 379-5822	

**INSURANCE:** The property owner's insurance policy simply covers the structure of the home. Tenant Liability Insurance is required by LPM, however you should consider obtaining renters insurance to cover all your personal belongings prior to occupying the home. Resident Benefit Package (RBP) satisfies such coverages.

**<u>RENTAL PAYMENTS</u>**: Your rental payments are due in our office on the first day of each calendar month. If you desire to mail your payments, please be sure they are mailed early enough to be received in our office by the first day of the month.

In the event that your payment is returned from the bank <u>for any reason</u>, a \$75.00 returned payment charge will be applied. Your rent will be considered unpaid until that payment is "made good" and your account will be assessed the 10% late fee.

<u>Move In Condition App</u>: Within 3 days of your move in date you will receive an invitation link to tenant move in app 3 allowing you to complete your move in condition form online.

<u>AIR CONDITIONING AND HEATING UNIT MAINTENANCE</u>: As per the lease agreement, we ask that you replace the filters for the air-conditioning/heating unit, monthly. This allows your unit to operate more efficiently while reducing your monthly gas and electric bill. You can purchase these filters at most hardware stores, grocery stores or online for a minimal cost.

(Resident)

(Resident)



### CONCIERGE UTILITY CONNECTIONS SERVICES

(Rev0924)

If you have not done so already, schedule utilities to be turned on or transferred into your name on your lease commencement date. The following page contains a list of the utility companies phone numbers.

However, as part of our service, Utility Profit, a move-in concierge service, will be contacting you to assist you with the setup of your utilities.

This is a FREE service to assist you with connecting water, gas, electricity, cable, internet and other services according to your area.

Utility Profit will help you comply with the utilities section of your lease agreement.

It is your responsibility to ensure your power, gas, water, and other required utilities have been connected into your name by the start date of your lease agreement. This will ensure you do not have any disruption of utility services when you move in.

Subject to your move in date, Utility Profit will attempt to get in contact with you in the next 1– 2 business days to activate your utilities. As a form of courtesy, Utility Profit will attempt to contact you via phone call at a maximum of 3 attempts. Please be expecting their call.

To activate your utilities immediately, schedule a call with Utility Profit at a specific date and time, via the following link.

(Resident)

(Resident)



# CONCIERGE UTILITY CONNECTIONS SERVICES (cont'd)

(Rev0924)

### SAN ANTONIO AREA

City Public Service (210) 353-2222	San Antonio Water Systems (210) 704-7297	Waste Mgmt (866) 909-4458	Tiger Sanitation (210) 333-4287
City Of Cibolo	City of Converse	City of Schertz	City of Selma
(210) 658-9900	(210) 658-1965	(210) 619-1000	(210) 651-7800

# **BULVERDE AREA (HIDDEN TRAILS COMMUNITY)**

Electricity	City Public Service (210) 353-2222		
Water	The Texas Water Co. (830) 312-4600		
Sewer	Guadalupe-Blanco River Authority (830) 379-5822		
Trash	Tiger Sanitation (210) 333-4287	Waste Connections (866) 282-3508	Hill Country Waste Connections (830) 885-5512
Phone/Cable/Internet	GVTC (830) 367-4882	Spectrum (855) 860-9068	Satellite dishes are allowed but must be less than 1 meter in diameter
Post Office	Spring Branch Location 132 Blazing Meadow Rd. Spring Branch, TX 78070 (800) 275-8777	You will pick up your mailbox keys at this office, NOT the Bulverde location.	

(Resident)



# EARLY TERMINATION / RELETTING FEES INSTRUCTIONS & PENALTIES "Breaking the Lease" (Rev0924)

As stated on page 11 paragraph 27 B4 of your lease agreement, the tenant(s) must provide <u>written notice</u> of termination. Tenant(s) must also submit the early termination / reletting fee which is equal to **ONE MONTH'S RENT** at the time notice is given. Time remaining in your lease does not make a difference (ex:. 5 months or 2 weeks).

- Tenant <u>IS</u> **responsible & liable** for rent payments until the property is re-leased.
- Tenant <u>IS</u> *responsible* for water, electricity, yard maintenance, & ALL other obligations of the lease until a replacement tenant has executed a new lease agreement.

All **<u>obligations</u>** stated under this paragraph apply. Landlord Property Management, LLC will attempt to mitigate damages or loss caused by the resident's breach of lease by attempting to re-let the property to an acceptable tenant.

**<u>IN</u>** the event of an owner choosing to list the property for sale, the Landlord may negotiate a definitive end date with the tenant. Page 11 paragraph 28 supersedes any negotiations.

#### PLEASE BE ADVISED:

Even if you do not take possession of the property or move in all the same obligations apply IF you vacate the property prior to a replacement tenant being found <u>ALL obligations & liabilities are still in full effect.</u>

# ASSIGNMENT OR SUBLETTING IS PROHIBITED!!!

(Resident)

(Resident)



# **MOVE OUT INSTRUCTIONS**

(Rev0924)

### WATER & ELECTRICITY MUST BE LEFT ON FOR INSPECTION!!

### The following requirements <u>MUST</u> be fulfilled:

- 1. Written notice has been received by <u>propmanager@landlordpm.com</u> or through tenant portal.
- 2. A forwarding address has been **<u>submitted in writing</u>** to <u>propmanager@landlordpm.com</u> or through tenant portal.
- 3. All keys, remotes-(*garage and/or gate*), pool key(s)/card(s) (if applicable) **must be left inside the** property on the kitchen counter, you will be charged daily until returned.

# Make sure keyless deadbolts are not engaged!!

4. The <u>full term</u> of the lease agreement has been completed. If for some reason the lease is not to be fulfilled, a reletting fee equivalent to ONE MONTH'S RENT is due and the resident(s) is/are still responsible for rent, utilities, lawn maintenance, etc per the lease agreement through the expiration date or until the property has been rented again.

AN INSPECTION OF THE HOME WILL BE MADE ONLY AFTER THE RESIDENT(S) HAS/HAVE COMPLETELY MOVED OUT.

Management Company will have carpets professionally cleaned upon move-out as per lease agreement and deducted from tenant(s) security deposit.

<u>ALL TRASH</u> from the home (inside & out) must be removed from the property. Trash bins are power washed before move-in. Residents are required to clean bins upon move out or a \$75.00 charge will be posted. The home must be left clean or a <u>cleaning fee</u> will be charged. <u>NO exceptions!</u> Please utilize the attached checklist to ensure items are not missed.

SECURITY DEPOSITS WILL BE MAILED TO THE FORWARDING ADDRESS GIVEN TO LPM WITHIN THIRTY (30) DAYS AFTER LEASE TERMINATION.

QUESTIONS CONCERNING DEDUCTIONS OR REFUNDS <u>MUST</u> BE SUBMITTED IN WRITING.

# PHONE CALLS <u>WILL NOT</u> BE ACCEPTED.

(Resident)

(Resident)



# MOVE OUT COST SCHEDULE

(Rev0924)

Prior to your move out, you have the opportunity to clean, replace or repair the items listed below. Failure to clean, replace or repair such item charges can be deducted from your Security Deposit. If your deposit is not sufficient to reimburse the owner you have ten (10) days from the date of disposition letter to pay the amount outstanding or submit a written request for payment arrangements.

**NOTE**: Contractors do not have to price match labor and materials with any outside sources. The prices listed below are <u>AVERAGE</u> prices only - if the owner incurs a higher cost it will be passed along to you.

Drip pans	\$25.00
Coil cleaning (for air conditioning)	
Replacing/cleaning A/C filters	
Failure to return keys/openers	
Dirty stove	
Glass cooktop (replacement)	
Dirty vent hood and filter	
Dirty refrigerator	
Molly bolt holes (per hole)	
Painting (per room)	
Missing ice trays	
Trash removal (interior - per trip)	
Trash removal (exterior - per trip)	
Broken window (per window)	
Broken patio glass door (per door)	
Torn/missing window screens (per screen)	
Torn/missing patio door screen (per screen)	
Torn/missing entry door screen (per screen)	
Mini blind cleaning (per blind)	
Flea spraying (house and yard)	
Light bulbs (per bulb)	
Security light bulbs (per bulb)	
Heat lamps (per bulb)	
Soaker hoses (\$25 per hose) ALL hoses	
	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

I(we) have read and understand this list is not all **(inclusive)**. I(we) may be charged more, if the actual cost is higher. All damages will come out of my(our) security deposit. If the damage cost is higher than the deposit Landlord Property Management is holding, I(we) agree to pay the excess within <u>ten (10) days from notification by letter</u>.

(Resident)

(Resident)



# MOVE OUT CHECKLIST

(Rev0924)

# Landlord Property Management will have carpets professionally cleaned upon move out as per the lease agreement and deducted from tenant security deposit.

# Rent

Please delete <u>"AUTO PAY"</u> for rent if you have it set up.

### **Keys & Remotes**

Garage door remotes, keys and all other devices (if applicable) need to be left on the kitchen counter. **DO NOT ENGAGE KEYLESS DEADBOLTS** 

# **Air Conditioner**

Replace filter(s) - If coil is dirty due to resident negligence the cost for professional cleaning will be deducted from the security deposit.

### Bedrooms and Hallway(s)

- Baseboards and window sills must be free of dirt, bugs, cobwebs, etc.
- Clean blinds in all applicable areas
- Spot wash all walls and doors
- Remove all nails used for pictures/wall hangings
  - (We prefer you do not spackle walls or attempt to touch up paint, refer to Paint Addendum).
- U Wash all windows inside
- Clean tracks of sliding doors
- Clean out all closets (completely)
- □ Wash light fixtures and ceiling fan blades
- Replace all burned out bulbs (inside and outside with like bulbs)

(Contractors will charge extra should they have to replace)

### Bathroom(s)

- Clean vanity tops and basins
- Clean mirrors and medicine cabinets
- Clean tub and shower walls
- Clean toilets and remove all lime deposits (DO NOT USE TANK CLEANING TABLETS)
- Clean light fixtures and vents
- Clean faucet fixtures
- Clean floors
- Clean shower doors of hard water stains



# MOVE OUT CHECKLIST (cont'd)

(Rev0924)

### Kitchen

- Clean countertops and sinks
- Clean vent-a-hood and filter (filter may be cleaned in dishwasher)
- □ Wash all cabinets inside and out (remove any shelf paper and drawer liners)
- Clean refrigerator and leave doors open (if applicable)
- U Wipe out inside of drawers, cabinets and pantry shelves
- Clean stove top and oven
- Replace drip pans on stove
- Clean dishwasher and remove all soap scum
- Sweep and mops floors clean

### House

- Wash all windows outside
- Sweep front & back porch (including door jam and exterior walls)
- Remove all stains from front entrance/sidewalk and back patio
- Clean gutters

### Garage

- Remove all belongings and clean windows (if applicable)
- Sweep out garage area (clearing dirt, cobwebs from walls and floor)
- Remove all stains from garage floor and driveway
- □ EMPTY AND CLEAN ALL trash receptacle & recycle bins, place inside garage or behind fence. (Bins must cleaned, you will be charged for power washing)

### **Sprinkler System**

- Test all zones for proper working order (report any issues immediately)
- Replace any broken heads (broken heads can be charged against security deposit)
- Remove grass/weeds blocking sprinkler heads proper performance

### Front and Back Yard

- Remove all trash (including cigarette butts, dog toys, newspapers, cans, etc)
- Mow and edge (including driveway, curbs and sidewalk)
- Maintain landscape (flower beds, planters, rockbeds, etc free of weeds and debris)

### Other

- □ Fireplaces must be broom swept and free of ashes, wood and debris
- U Washer and dryer must be cleaned inside and out (behind, under and top of units)
- Remove all belongings and trash from property (You will be charged for removal)



# NON-DISPARAGEMENT CLAUSE RESIDENT AND PROPERTY MANAGER

(Rev0924)

**RESIDENT** and **PROPERTY MANAGER** mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks or statements or publications regarding the others to any third party, internet, web based, cloud based or "review" type publication or site, effective the date of this agreement.

This provision relates to remarks, statements, publication, options, evaluations, or any other mental thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of the property.

If any dispute arises regarding whether any remark or statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, any remark or statement or publication shall be irrefutably deemed disparaging if: (1) any other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests, **RESIDENT** and **PROPERTY MANAGER** mutually agree that damages for failure to comply with this provision shall be liquidated at \$250 per day for each remark, statement, representation that is disparaging or is not removed within 72 hours of written request.

**RESIDENT** and **PROPERTY MANAGER** further agree that enforcement of this provision is appropriate through temporary restraining order and/or injunctions and permanent and/or mandatory injunctions, notwithstanding any rights under the United States and/or state Constitutions or other codified statute, regulation or code, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration, cancellation, absence, or denial of any lease agreement and/or lease application submitted by **RESIDENT** and this agreement is enforceable at any time should any party publish a remark, statement, publication, or other writing which is subject to this provision.

(Resident)

(Resident)



# WELCOME TO YOUR NEW HOME!

(Rev0924)

Prior to your move in, this home has undergone a make-ready and walk-through inspection to verify condition. For any issues we may have missed, that are not cosmetic in nature, please make sure you make maintenance requests through your tenant portal!

### NOTE: DO NOT REMOVE OR USE the lockbox, it will be removed shortly.

#### **Important Notes**

- Rent is due on the 1st. Considered late on the 4th at 12:00 am. No Exceptions!
- All repairs must be submitted in writing through your tenant portal.
- Emergencies: Fire (Call 9-1-1 and let office know), Flood, No Heat call (210) 988-0378.
- After an initial work order is made, the fastest way to get on schedule is to contact the vendor directly. You will receive email notifications with the vendor information on all repair requests submitted.
- Please DO NOT submit another maintenance request for the same work order!
- Landlord Property Management Utilizes a \$48 resident benefit package that is not included in the rent amount.
- The Tenant Move In App (move in condition form) is due ten (10) days from your move in date!
- All copies of lease documents, ledgers & balances due, can be found online in your tenant portal
- NOTE office hours are Monday-Friday 9:00am-4:30pm. All repairs and requests will be handled during those hours, unless it's an emergency! LPM has an after hours maintenance line.
- Our system utilizes a text only number. If you receive a text message, please respond directly to that message and the text will go to the LAST person whom you were corresponding with!
- If your home is equipped with a garage door opener, the remote(s) should be in the kitchen cabinet above the stove/microwave or the kitchen drawer.
- To obtain your postal key (for cluster boxes) please take a copy of your lease to the nearest post office. The US Post Office rekeys cluster mailboxes.

NOTE: If you moved in quickly, the home may not have been re-keyed yet. The locksmith, Lee's Keys will contact you, should you miss his call, please contact Tony at (210) 653-5397.

### Office: 210-492-1695 (Please leave a message, we will be alerted!)

Bryan Rubio - ext 203, propmanager@landlordpm.com

#### Repair Coordination Team - repairs@landlordpm.com

We hope this makes your move a bit easier to have this information at your fingertips. All information is also available at <u>www.landlordpm.com</u>.

Thank you, Landlord Property Management

(Resident)

(Resident)