

# Rules and Regulations Addendum to Residential Lease Agreement



Spradley Properties
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www.spradleyproperties.com

# Welcome!



It is a pleasure to welcome you as our tenant. We believe that a good Landlord-Tenant relationship is important to your enjoyment of the home you are renting. We know from experience that positive Landlord-Tenant relationships are created by clear communication.

Your home is managed by a professional team dedicated to the satisfaction of our residents and owners.

As Property Manager for Owners of rental properties we are bound to certain responsibilities by legal contracts with our Owners and with our Tenants. We can best serve both Tenants and Owners by offering prompt and professional services to you.

As a professional property management company, we are committed to the long-term preservation and enhancement of our residential properties.

We value your opinion and work hard to provide you with a pleasant home. If you should ever have any need regarding your home, please contact us.

We will do our very best to assist you.

As Tenants, you have certain responsibilities. Please familiarize yourself with our rules and regulations

THIS ADDENDUM IS PART OF THE RESIDENTIAL LEASE AGREEMENT BETWEEN OWNER AND TENANT.



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#### **ACCEPTANCE OF PROPERTY**

Tenant accepts the property in its present condition (AS-IS) subject to conditions, which materially affect health or safety of an ordinary tenant. No additional cosmetic touches or repairs will be done after move-in unless otherwise agreed to by all parties, in writing.

#### **AGENCY**

In renting to the Tenant, we are acting as agent for the owner of the property. This means that we can bind the owner by contract, but it also means that we are bound to act in the owner's best interest at all times. We cannot guarantee that the owner will perform his/her obligation under the lease.

# ANTENNAS/SATELLITE DISHES

Antennas/ Satellite Dishes can be installed; however, the following terms must be met:

- The dish cannot be in the front half of the property, nor in view from the front of the property.
- The dish cannot be installed on the roof; drilling of shingles is not permitted.
- The dish should be installed on a temporary pole.
- Any antennas or satellite dishes installed must be removed by tenant upon move out.

#### APPLICATION FOR RENTAL

#### It usually takes 3 to 5 working days to finalize the application.

Please call the Property Manager for confirmation of approval.

If applying for an occupied property, the current tenants have precedence. Although they have given a Notice of Intent to Vacate, the possibility exists that the property will not be available on the listed date.

#### BARBECUE GRILL USE

Use of grills under an awning, canopy, or other similar cover is prohibited. Never leave a grill unattended or place hot or warm coals in trash cans or trash receptacles. Ensure lighter fluid and charcoal are stored properly when not in use.

#### **BASKETBALL EQUIPMENT**

Do not install any type of basketball equipment on the roof or any other part of the property. Basketball equipment must be stored in compliance with any applicable city ordinance and/or HOA regulations.





#### BILLING FOR REPAIRS AND LATE CHARGES

Billing and payment for repairs and late fee expenses to the Tenant are stipulated in the Lease Agreement. Regardless of any memo or 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, pet charges, and then to rent.

To prevent any additional expenses to Tenant, please pay non-rent charges on a timely basis.

#### CARBON MONOXIDE DETECTORS

Carbon Monoxide is an odorless, colorless gas that kills many people every year. The current Texas Property Code does not require owners to install carbon monoxide detectors in rental properties.



If the rented property is heated by gas, has a gas water heater, gas stove, we strongly recommend that you purchase Carbon Monoxide Detectors for the safety of the Tenant and other occupants.

### **CARPET CLEANING**

Tenants are required to have the carpets professionally cleaned by a truck mount company at the time of move-out. A receipt from a professional carpet cleaning company must be provided to us at move-out.

The carpet cleaning company must guarantee their work to our reasonable property management standards. If the cleaning is not done to our specifications, the tenant will be charged for any additional expense.

Please contact Spradley Properties for a reference list of carpet cleaning companies.



#### CLEANING AND MAINTENANCE OF PROPERTY

Tenant is responsible for keeping the property clean and orderly inside and out.

#### **KITCHENS**

- Keep all food stored properly.
- Clean stove top, hood, vents, and filters on a regular basis.
- Clean ovens regularly.



#### **SELF-CLEANING OVENS**

- Use heat to clean door locks.
- Follow manufacturer instructions for cleaning your oven.
- DO NOT use commercial cleaners such as "Easy Off" or "Mr. Muscle"
- Do not leave oven unattended while cleaning.



#### **REGULAR OVENS**

In non-self-cleaning ovens you may use an oven cleaner such as "Easy Off", but you must follow all manufacturers directions and warnings. Make sure when finished to safely wipe the oven clean of all residue.



# **BATHROOMS**

- Do not use steel wool, scouring powder or abrasive scouring pads or cleaners to clean acrylic or fiberglass tubs or marble sinks. Using these items could damage the finish.
- Use Gel Gloss or Soft Scrub or other nonabrasive cleaners.
- Use exhaust fans during and after showering.
- Keep bathroom properly ventilated.
- Treat mold and mildew immediately with products such as X-14 or Tilex.

#### Report any leaks immediately.

Please notify the office if the caulked areas around the bathtub and tiles become cracked, broken or chipped. Water seepage can cause severe damage to the home.

#### CARPETS AND FLOORS ARE TO BE MAINTAINED BY TENANT

- Vacuum carpets at regular intervals.
- Sweep and mop floors regularly.
- Clean up spills, pet accidents, etc. promptly.
- Have carpets professionally steam cleaned as needed.
- DO NOT use store rented machines. They ruin the carpet. Only steam cleaning is acceptable.
- Use only approved cleaners on vinyl floors. **Do not use wax**.
- Use only hardwood floor cleaners on hardwood floors.







#### **DIRECT DEBIT**

Tenant ACH payment feature is now available! There are no convenience fees or processing fees associated with this method of payment. This is the preferred method of paying your rent and is very easy to do through your tenant portal that can be access via our website at <a href="www.spradleyproperties.com">www.spradleyproperties.com</a>.

#### **DISHWASHER**

- Use only dishwashing products.
  - Do not use dish soap or laundry detergents inside the dishwasher as they will cause the dishwasher to foam up and overflow. Only use products made specifically for the DISHWASHER.
- Use the dishwasher at least once each week, <u>if not used the seals dry up and the</u> motor may be ruined when put back into regular use.
- To save power and reduce the electric bill, do not run the dishwasher until it is completely loaded. Avoid partial loads.
- **Do not** leave soiled dishes in the dishwasher for a long period of time; such practices attract household pests.
- Every month run the dishwasher empty with a cup of vinegar.





Place 2 Cups of Vinegar & 1/2 Cup Baking Soda on the top rack of dishwasher on HOT cycle

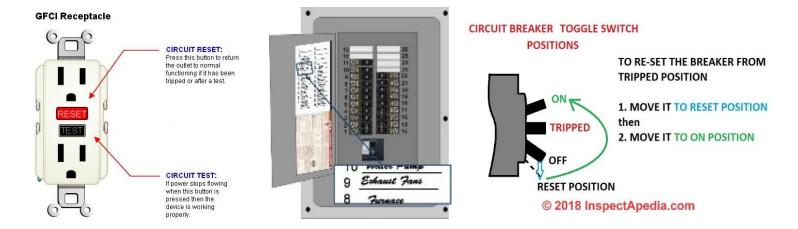
### **EARLY TERMINATION OF LEASE**

As broker/manager for the home, our primary responsibility is to act in the Owner's best interest at all times. However, we realize that extenuating circumstances may prevent a resident from fulfilling the term of their lease agreement. If the Tenant is not able to fulfill the term of the lease agreement, please contact Spradley Properties to discuss the situation.

#### IF AN ELECTRICAL OUTLET DOES NOT WORK

- Check the GFI plug (Ground Fault Interrupter), which is usually located in the garage, patio, kitchen or the bathroom.
- Resetting the GFI will usually restore electrical service to the outlet.
- Know where all GFI plugs are located in order to quickly solve any problems.
- Next Check the Breaker Panel Box
  - If circuit breakers keep tripping, the circuits are possibly being overloaded with appliances, such as a microwave, toaster, curling irons, blow dryers, space heater, etc.
  - If the electricity is still not working after checking breakers and all GFI plugs, call Spradley Properties for assistance.





#### **ENERGY CONSERVATION GUIDE**

The energy conservation recommendations are time-tested and do work. Residents are encouraged to read and follow these recommendations to reduce resident utility costs.

#### Heating & Cooling System Suggestions:

- Set the thermostat no lower than 78° during the summer operation.
- Set the thermostat no higher than 72° during the winter operation.
- Operate ceiling fans (if applicable) or box fans while using cooling system and increase thermostat setting 2 to 4 degrees; operate in reverse during winter months to keep heat at floor level.
- Increase cooling setting 5 degrees higher than normal and lower heat setting to 65 when the home is unoccupied for extended periods to time.
- Shut off cooling system and use fans with windows open during moderate months.

#### Kitchen:

- Only open refrigerator/freezer when necessary.
- Do not overload the refrigerator/freezer.
- Do not block the air vents in the appliance.
- Use the mid-point setting for both the refrigerator and freezer.
- Turn the stove off as soon as cooking is finished.
- Do not use oven as a heating source.

#### Laundry:

- Wash full loads only.
- Do not overload the washer or dryer.
- Pre-soak heavily soiled items prior to washing.
- Use cold water as much as possible.
- Use short wash cycles to conserve energy.



- Separate dryer loads into heavy and light items.
- Dry back-to-back loads; dryer will already be hot and will not need additional energy to bring back up to temperature.
- Keep filters clear of lint.

#### Lighting:

- Use light-emitting diode (LED) light bulbs instead of incandescent.
- Use lowest wattage bulb when possible.
- Turn off lights when room not occupied.

#### Water Conservation:

- Do not leave water running.
- Look for leaks and report as soon as possible.
- Turn water off when brushing teeth/shaving.
- Fill sink when washing dishes instead of running water continuously.
- Take showers instead of baths-uses less water.

#### **EVICTION NOTICES**

If the rent payment is not received by the 5<sup>th</sup> day of the month, Tenant will be served a Notice to Pay or Quit.

#### Tenants will NOT receive a phone call if their rent is late.

In the case of an eviction suit, Tenant will receive a notice from a constable informing him or her of the court date to appear before a judge. If Landlord or Landlord's Agent must appear in court for an eviction suit or like suit, Tenant will incur additional charges.

Spradley Properties' rent collection policy conforms to industry standards.

# FILTERS AND MAINTENANCE FOR A/C AND HEATING

As stated in the lease agreement, the Tenant is responsible for supplying and changing the heating and air-conditioning filters at least once a month. Check for location of the A/C filter at move in. If there is not a new A/C filter in place contact the office.

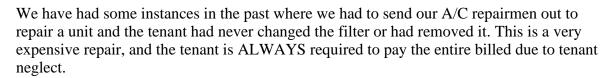


We require the use of a pleated filter of the correct size unless there is a permanent filter in the unit. A clean filter prevents serious damage to the motor, compressor and other parts of the AC/Heating unit. Failure to perform this service affects the efficiency of the A/C and heating units, which requires the unit to work harder. This reduces the operating life and causing an increase in the electric bill.



The filter must be replaced a minimum of once a month and must be installed in the correct position for the proper airflow. See arrows on filter for correct placement.

Any cleaning required or damage done to AC/Heating unit caused by failure to perform mandatory changes of the filter will be charged to the tenant.





If the property has an A/C system with a drain line that has an opening in it, pour a cup of bleach or vinegar down the drain tube every month. In most cases, this prevents the drain line from clogging up with algae and flooding the property.

Anytime you see the secondary drain line dripping water or water drips from inside the unit, it indicates that the primary drain is clogged and needs to be serviced. If this not corrected, it may cause serious water damage. DO NOT operate the unit until the clogged drain line is cleared as the unit will produce water and damage to the property may occur.

Please report any water drips to the office so we can have the A/C checked.

#### FIREPLACE SAFETY

If there is a fireplace on the property, it is there for the tenant's use.

When you use the fireplace:

- Before starting the fire, be sure to open the damper.
- Close the damper securely only when the fire is completely out and ashes are cold.
- If smoke is coming out of the fireplace into the room, put out the fire immediately and vent the house.
- Use hard woods, such as oak rather than soft woods like pine, cedar, fir or redwood. Soft woods cause sparks and a build up of creosote.
- Never use fire starters such as charcoal lighter, kerosene, and gasoline.
- Never burn trash or Christmas trees in the fireplace.
- Always use a log grate. It positions the fire properly and ensures a good flow of combustible air to and around the fire.



- Build moderate to small fires. Most prefab fireplaces are not designed for roaring fires. <u>DO NOT</u> over fill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a house fire.
- <u>Use a fireplace screen</u> <u>at all times</u> to prevent damage to the carpet and to reduce the possibility of a fire in the room.
- **Never** leave the fire unattended or with unattended children.
- Always use a metal ash container for the removal of coals and ashes and be sure the coals are cold.

  Never put hot or warm coals in a garbage can, paper bag or any flammable container.

**DO NOT stack firewood next to the house, any building or the fence. Doing so promotes the infestation of wood destroying insects.** 

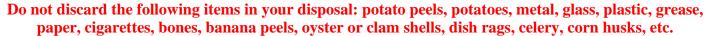
#### **GARBAGE DISPOSAL**

A garbage disposal is a convenient appliance if used properly.

Keep your hands and other objects out of the disposal when it is running!

#### For best operation, follow these steps:

- 1. Turn cold water on to full flow.
- 2. Push food through the splash guard into the disposal. Do not stuff. A mixed load of hard and soft waste works best. Pieces larger than a mouthful in size should be discarded in the trash. Overloading will cause the safety button to kick in and turn off the disposal.
- 3. Flip starting switch to "on" and let the disposal operate until the grinding sound diminishes and becomes a humming sound.
- 4. Turn switch off.
- 5. Run cold water for a few moments longer.



#### Remember: If you can't chew it, your disposal can't chew it!

# Before filing a maintenance request for the garbage disposal, please complete the following steps.

- 1. Reset the safety overload, wait three or four minutes for the motor to cool then push the reset button on the bottom of the motor.
- 2. Use an Allen wrench to reset the disposal
- 3. If these two steps fail, call Spradley Properties. If a representative from SPM can fix the garbage disposal by completing either of the two steps above, the Tenant will be charged a standard trip charge.

If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve the object.

The disposal is self-cleaning; adding baking soda or a lemon or orange rind will help to reduce odors.

#### Do not use caustic drain cleaners at any time.



### HOLIDAY DECORATIONS AND LIGHTS

Tenants are authorized to decorate for any holiday but not more than 30 days prior to the holiday and decorations must be removed no later than two weeks after the holiday. Christmas trees must be disposed of properly after use.





# **IMPROVEMENTS / ALTERATIONS**

Written approval must be obtained from Spradley Properties before any alterations to the premises and its grounds. This includes, but is not limited to: painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences and utility buildings.

Contact the property manager to discuss your plans and obtain written permission.

Should alterations be made without management's consent, you will be responsible for returning the property to its original condition.

#### KITCHEN COUNTERTOPS

- Promptly wipe up any spills to avoid stains.
- Use hot pads to protect the counters, when setting hot items down.
- Use a cutting board when cutting items with a knife to avoid damage.

#### LEASE EXPIRATION

During the ninety (90) to sixty (60) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal.

You must provide us with at least thirty (30) days written notice if you do not plan to renew your lease. Please find the Notice to Vacate Form on the documents section of your tenant portal, complete, and submit to leasing@spradleyproperties.com.

Your lease agreement allows us, during the last 30 days, to install a lock box and a sign on the property and to begin showing the property to prospective tenants.

Failure to allow reasonable showings to prospective tenants or buyers during this period constitutes a default of the lease and the security deposit, in its entirety, may be forfeited.

We will provide a notice of at least 24 hours prior to showing the home.

Please do not allow any prospective tenants to enter your home unless accompanied by a real estate agent.



#### **LEASE PAYMENTS**

In accordance with the provisions of your lease, your rental payment is due on or before the 1<sup>st</sup> day of each month.

Online payment using your checking or savings account (ACH) is our preferred method of payment.

Payment may be made by Personal Check or Certified Funds, payable to Spradley Properties.

### We do not accept cash!

If your rent payment is not received in our office by 11:59 p.m. on the 3rd day of the month, a late charge will be assessed.

Personal checks will not be accepted after the 3<sup>rd</sup> day of the month. You then must pay by certified funds: cashier's check or money order only.

Weekends and holidays do not delay or excuse tenant's obligation to pay rent on time.

Be sure your rental payments indicate the property address for which you are paying rent as identified on the lease agreement. If you do not do so, your rent payment could be applied late as we have no way of knowing which account to apply it towards.

#### LIGHT BULBS

All light sockets should have working bulbs in them when you move in. If any lights do not work when you move-in, please notify us.





It is your responsibility to replace light bulbs as needed.

When replacing burned out light bulbs, use the correct size, type and wattage. If a light fixture is rated for a 60 watt bulb and you use a 100 watt bulb, you can create a short circuit and a possible fire hazard.

#### **KEYLESS DEADBOLTS**

The purpose of the keyless deadbolt is to protect you while you are <u>inside</u> the property.

It is not intended to protect your possessions while you are away.

When you leave the house, be sure that the keyless deadbolts are disengaged. This will prevent you from being accidentally locked out of the property. If a garage door opener should malfunction or one of the door locks does not work while a keyless deadbolt is engaged, it would be impossible to enter the property with a key.

If you are locked out of the property because the keyless bolting devices are engaged, you are responsible for all costs to gain entry into the property.





#### LOST OR MISPLACED KEYS

In the event that you lock yourself out of your home or misplace your keys during regular business hours, we can make a copy of they key for \$25. Only tenants listed on the lease are authorized to pick up a key to the home.



If you lock yourself out after hours you will need to contact a locksmith at your expense.

#### MAILBOX KEYS

You can pick up your mailbox key by registering at the Post Office in your area. Call the US Postal Service at (800) 275-8777 to find out which Post Office to go to.

#### MAINTENANCE AND REPAIRS



The Tenant is required to promptly notify Spradley Properties of all needed repairs.

Failure to inform Spradley Properties of water leaks or any condition that may result in damage to the property will cause the Tenant to be held liable for the cost of repairs! Telephone notification is acceptable only in cases of danger to person or property. Written notification is required by the lease agreement and can be done by submitting a service issue request through your tenant portal.

A non-emergency service issue may be an inconvenience or cause you some minor discomfort, but it may be something that has to wait until the next available working day to address. Routine repairs will normally be accomplished within 3 - 5 working days. Minor repairs, cosmetic repairs, and items that do not substantially affect your lifestyle may not be fixed or fixed in a quick, timely manner.

## MAINTENANCE REQUEST PROCEDURES

#### Phone calls are not a valid way to submit a routine maintenance request.

All routine and non-urgent maintenance requests, per your lease, must be put in writing providing your name, daytime and evening telephone numbers, address and specific problem or repair. This can be done online through your tenant portal by submitting a service issue request. Normal repairs are done during normal business hours. (9:00 am - 5:00 pm Monday - Friday).

We do have an emergency maintenance response service. Should a serious maintenance problem arise when the office is closed, please call 254-742-7733, select extension 6, and leave your name, address, phone number, and details of your maintenance emergency and the on-call service tech will contact you.



# MAINTENANCE EXPENSE/SERVICE CALLS

In accordance with your lease, you may be responsible for a portion of each service call. You will not be charged for repairs made to structural items, unless caused by a malicious or improper act.

If our technician or vendor reports that a problem was caused by your negligence or neglect, you will be billed the total expense of the repair bill.

If you call a repairman in place of properly submitting a maintenance request to Spradley Properties, we cannot reimburse you for the amount of the bill.

#### MAINTENANCE EMERGENCY REPAIRS



#### DETERMINE IF IT IS AN EMERGENCY OR A NON-EMERGENCY ITEM.

Few problems are classified as emergencies.

An emergency is defined as: Anything relating to the property under the lease that is threatening to life, health or the property.

If the emergency is life-threatening, call 911 immediately! Please never use the emergency contact channels such as 911 for non-emergency issues.

Emergency repairs (as defined below) should be reported immediately.

- **FREE FLOWING WATER:** Turn off water valve or exterior water main until technician or vendor arrives.
- NO AIR CONDITIONING when temperatures are greater than 90 degrees. Please turn the system off completely. Often times the coils have frozen and a technician will be unable to do anything until the coils have thawed.
- MAIN SEWER LINE BACKING UP: If you have a main sewer line clog, do not run any water until the line is cleared (toilets, showers, dishwashers, washing machines, etc.). Any water used will only back up into the property.
- GAS ODOR: If you suspect an appliance is leaking, turn the gas off at the appliance, open window and doors as necessary, call your utility company, and then our office.
- NO HEAT when temperatures are below 40 degrees.

Maintenance problems in the following category **ARE NOT CONSIDERED TO BE AN EMERGENCY** and will not be acted on until the next business day. Please do not expect a return to normal service sooner.

- **Air conditioning problems** when temperatures are below 90 degrees. Spradley Properties will make a diligent effort to have the problems rectified as quickly as possible.
- No hot water



- Cracked or damaged windows: If the window is completely broken and is a security concern, then contact Spradley Properties immediately.
- **Electrical problems**: Check all the breakers by flipping them fully to the OFF position and then fully to the ON position and reset any and all GFI breakers (these are the little buttons sometimes found on outlets in bathrooms, kitchens, laundry rooms, and garages. If a wall switch or outlet begins to smoke or smell like it is burning, turn off the switch or unplug items from the outlet. Do not use again until repaired.
- Homes with two (2) complete bathrooms; toilet stoppage in one of the bathrooms: Should one your toilets overflow, immediately turn off the water supply to the tank by turning the handle located under the tank.
- **Refrigerator:** Landlord is not liable for loss of food caused by appliance breakdown.

#### MAINTENANCE NON-EMERGENCIES

All routine and non-urgent maintenance requests, per the lease, must be put in writing providing name of Tenant, daytime and evening telephone numbers, address and specific problem or request.

Please submit all repair requests in writing by submitting a service issue request through your tenant portal. Phone calls alone are not a valid way to submit a maintenance request.

If there is still a problem after a recent repair has been completed, please contact Spradley Properties. A recent repair is defined as any repair made within the last 30 days.

IT IS THE RESPONSIBILITY OF THE TENANT TO REPORT ALL REPAIR / MAINTENANCE PROBLEMS.

#### Inform Spradley Properties immediately of any and all:

- Signs of mold in the property.
- Toilet and faucet leaks and any plumbing backup
- Electrical problems
- Heating and air-conditioning problems
- Inoperative smoke detectors or CO2 detectors
- Faulty appliances which are included in the Rental Agreement
- Roof leaks
- Gas leaks
- Broken windows and doors
- Any unsafe, unhealthy or dangerous condition
- Major pest control items such as bees, cockroaches, mice, rats, termites or other infestations

Failure to promptly report maintenance problems could cause Tenant to be financially responsible for damages!



#### TENANTS WILL BE RESPONSIBLE FOR TRIP CHARGES AND/OR REPAIR COSTS:

- If there is a service call and the problem is a tripped breaker or GFI plug.
- If a faulty oven is reported when the oven is on time bake and is not defective.
- When sewer stoppage is caused by debris in line such as toys, tools, diapers, rags, sanitary napkins, excessive toilet paper, etc. which was placed there by Tenant, Occupants or their guests. (Owner is responsible for broken lines.)
- If Tenant fails to report necessary repairs.
- If Tenant fails to meet a repair person at an assigned appointment and there is a vendor charge. If Tenant locks a repair person out although a key is authorized.
- If Tenant reports a repair which does not require service.
- If Tenant changes lock or locks and does not provide office with 2 keys.
- If Tenant prevents property management personnel from gaining access to property for showing to prospective tenants, repairs, property assessment or any reason for which property management personnel may lawfully enter the property. Plus, Tenant will be in violation of the lease and landlord can exercise remedies set forth in the lease agreement.

#### **TENANTS WILL:**

- NOT wash draperies. Call Spradley Properties for instructions on all window coverings.
- NOT perform electrical work. This does not include changing light bulbs or batteries.
- NOT change walls, woodwork, flooring, landscaping of the property without permission from Spradley Properties.
- NOT perform repairs of any type.
- NOT store items next to the furnace or water heater.
- NOT park on the grass, park more vehicles than are authorized in the lease agreement or keep inoperative vehicles on the premises without permission from Spradley Properties.
- NOT deduct any unauthorized or pre-authorized maintenance expense from the rent.

We are here to maintain the property in a safe and habitable condition and to service Tenant and Tenant's needs as efficiently as possible. However, we must also protect the owner and their financial best interest so that they can afford to maintain the property and to avoid frivolous or excessive costs.

#### MAINTENANCE PERSONNEL

Please advise us if a repairman does not arrive or if the work is not completed in a professional and satisfactory manner.

If you require a special appointment time with one of our service techs, there will be a scheduling fee applied to your account.



### MOVE-IN CONDITION REPORT

At the time you move in/pick up your keys, you will be invited to perform a move in condition via email. This assessment is designed to protect your security deposit and is for your protection for consideration in both maintenance deductibles and security deposit charges.

To ensure that you are not charged for any damage or stains that exist when you take possession of the house, it is very important that you provide our office with a detailed list of discrepancies. If there are window coverings included, list whether they are drapes, curtains or mini-blinds.

Tenant is responsible for completing and returning the move-in condition report within two (2) days after occupancy. After that time the invitation will expire, and it will be understood that there are no discrepancies.

THE PROPERTY CHECKLIST IS NOT A REQUEST FOR REPAIRS AND ANY DEFECTS NOTED WILL NOT BE CONSIDERED FOR REPAIR SIMPLY BY RETURNING THIS DOCUMENT.

If needed, a separate written request (service issue) for specific repairs must be submitted. Cosmetic repairs may not be completed; rather only those repairs that we deem required. Needed repairs those that affect your health or safety will be made as quickly as possible.

# MOVE-IN / PICKING UP KEYS

Your first month's rent must be paid at the time the keys are picked up using certified funds. If the move-in date is on or before the 20<sup>th</sup> of the month, Tenant must pay the pro-rated rent shown on the lease.

If Tenant's move-in date is after the  $20^{\rm th}$  of the month, Tenant must pay the pro-rated amount, plus the rent due for the following month. Pet deposits must be paid prior to move-in unless there has been an approved payment arrangement.

#### **MOVE-OUT PROCEDURES**

In accordance with the lease agreement, a move-out assessment of your home must be completed before any security deposit can be refunded. Your move-in condition report will be used as a reference at move-out.

Approximately thirty days before move-out, you will be provided a detailed checklist to assist you in preparing for move-out.

This property assessment performed by the maintenance department after your move-out will determine any charges against your security deposit.

Utilities must be on until the end of the lease.

Tenants are not permitted back on the property after vacating.



#### **Move out Requirements/Cleaning Instructions**

The following is a list of items that must be performed to your home in order for you to be eligible for the return of your security deposit. When you submit keys to Spradley Properties at the time you vacate the home, our maintenance technician will conduct an assessment of the home within the next two business days. Any questions regarding the property assessment can be emailed to <a href="maintenance@spradleyproperties.com">maintenance@spradleyproperties.com</a>. Keep in mind, rent will be charged until we receive keys, remotes or any other devices. We are authorized up to 30 days from the later of: move-out date, return of keys (and garage remotes if applicable) to our office, and a written forwarding address to finalize your rental account and return any security deposit funds along with an itemized list of any deductions.

- Clean toilets and bathtubs, as well as kitchen sink using Pine-Sol (or similar product)
- Clean baseboards, windows & sills, and doors/doorways in all rooms
- Remove any/all nails (DO NOT PAINT OR CAULK HOLES)
- All smoke detectors must be in place and have operating batteries installed
- Remove all personal items from home, closets, attic, shed, garage, patio and yard
- Clean mini-blinds, or replace as needed
- Clean ceiling fans, including light covers
- Clean inside of all cabinets and drawers
- Clean inside & outside of: oven, range, dishwasher, fridge and microwave (under & above)
- Check all light bulbs and replace ones that are burned out
- Change AC filter & the drip pans on stove
- Sweep, mop & vacuum all floors

Be sure that yard has been mowed, weed-eated and walkways/porches swept clean (if yard maintenance is not included as stated in lease).

Carpets (if applicable) must be professionally cleaned by a carpet cleaning company & receipt must be provided to the property manager.

Return keys, remotes and any other access keys/cards on promised date in order to prevent holdover rent from being applied to your account.

We want to return the full security deposit when you move out. Please ensure that you understand what your responsibilities are for cleaning and preparing the property for move-out.

#### **NEWSLETTER**

To keep tenants advised of any changes in policy, problem areas or information we believe will be helpful, we send a periodic newsletter. We welcome any suggestions, recommendations, or comments you believe would be beneficial to us or our residents.



#### NO SMOKING

Smoking, to include ecigarettes (vaping) is not allowed inside the property due to possible cigarette burns in carpet, on counter tops etc., long-lasting odors, and residues on windows, walls, and in AC/Heating systems.



#### **OCCUPANTS**

Everyone who lives in the property must be named on the lease agreement.

If you wish to add an additional occupant who is 18 years or older, he/she must complete an application, pay an application fee and a lease change fee. If they are approved by our office, they must be added to the lease.

It is our policy that a guest staying with you longer than 7 days is no longer considered to be a guest, but a roommate.

Tenant(s) must abide by the decision of Spradley Properties whether another person or persons can be added to the Rental Lease Agreement.

Failure to fulfill the above mentioned requirements may result in termination of your lease.

#### **OFFICE HOURS**

Monday – Friday 9:00 AM to 5:00 PM

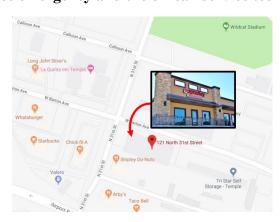
Our office is closed on weekends and most holidays.

We have an after-hours emergency maintenance service. Should a serious maintenance problem arise when the office is closed, please call 254-742-7733, select extension 6, and leave your name, address, phone number, and details of your maintenance emergency and the on-call service tech will contact you.

#### **OFFICE INFORMATION**

We are located across the street from Chick-Fil-A just north of Shipley Do-Nuts:

121 N 31<sup>st</sup> Street, Suite C. Temple, TX 76504





#### PARKING OF VEHICLES

- Please DO NOT park or clean vehicles on grass areas around the home.
- Major vehicle repair is not allowed in the garage, driveway or on the street in front of the home.



• No inoperative vehicles will be kept on the premises without permission of Landlord.

# PERIODIC/QUARTERLY PROPERTY ASSESSMENTS

Periodic property assessments of the interior/exterior are conducted during the lease to ensure that the property is being properly maintained and/or to report to the owner regarding necessary repairs. Please do not wait for your quarterly property assessment to submit a service request for maintenance needs at your rental.

Pictures will be taken in order to document the condition of the premises.

We provide this service to our owners to keep them up-to-date concerning the condition of their properties.

If the Tenant is notified of a property assessment by the Landlord and fails to leave keyless deadbolt unlocked, fails to control pets, or otherwise prohibits Landlord or Landlord's Agent access for said assessment, Tenant will be charged a trip fee per occurrence AND will also be in violation of the lease. Landlord can exercise remedies set forth in the Lease Agreement.

If Landlord or Landlord's Agent must schedule a follow up property assessment for a Tenant's lease violation, Tenant will be charged an additional fee per occurrence.

#### PEST CONTROL



You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, silverfish, scorpions, rodents etc.)

Pesticides and other chemicals are to be stored safely, out of the reach of children and pets.



#### **PETS**

Some owners do not allow pets; contact our office *before* acquiring any pet. Failure to do so is a violation of your lease.

We have restrictions on number, size and type of pets. **Pit Bulls, Doberman Pinschers, Chows, Mastiffs, Staffordshire Terriers, Presa Canarios, Wolf-hybrids** and/or other like breeds are not permitted. Some properties may have additional breed restrictions, please contact your property manager if you have any questions.



No pets may be kept on the property even temporarily without management's written authorization. Please inform your guests that this rule also applies when they visit. Pet owners are responsible for any damage caused by pet(s) and for disposing of their pets' waste.

Any unauthorized pets found on a property can result in eviction and/or an initial \$250.00 and a \$50.00 per day charge per pet.

#### PHONE NUMBERS

You are required to provide the office with your work and home telephone numbers, including non-published number(s). These updates can be completed online through your tenant portal or by emailing <a href="mailto:leasing@spradleyproperties.com">leasing@spradleyproperties.com</a>.

#### PROBLEM SOLVERS

If you have a problem that cannot be resolved with property management, please call or make an appointment to see the Director of Operations, Daniel McBurney at our office.

#### **RAIN GUTTERS**

In order to prevent damage to eaves and cornices, the gutters, if any, are to be cleared of any and all debris on a regular basis. Gutters must be cleaned immediately prior to move-out.

#### **RECYCLE BIN**

Most areas now have curbside recycling. If you do not have a recycle bin at the property, contact the solid waste department for the city where your home is located.

#### RENTER'S INSURANCE

It is <u>highly recommended</u> that you purchase <u>renter's</u> insurance to cover any loss of your personal property and your possible liability in case of accidents. The <u>owner's</u> insurance on the property only covers the dwelling; it DOES NOT cover your personal belongings.

You should obtain renter's insurance that becomes effective on the date that you take possession of the property and maintain the policy as long as you occupy the premises.

Ask yourself, "Why do I need renter's insurance?"



#### Then ask:

"What if a candle tips over or we have a cooking fire that causes damage to my home?"

"What if I have a major flood from a broken water pipe or clogged drain line?" "What if we have a theft or our home is burglarized?"

Everyday these "What if" scenarios occur in homes. So, what happens if a "What If" occurs to you? If you don't have renter's insurance, you may lose everything! The Landlord isn't held responsible. In fact, even in incidents that you didn't cause, you are responsible for replacing your possessions.

And, even worse, if you are responsible for an accident that causes damage to the property, losses to others, or injury to an individual, you could be held liable...even to the owner of the property!

So, why do you need Renter's Insurance?

- To protect yourself from liability.
- To protect your possessions and to replace them in the event of a loss.
- To protect yourself financially.
- To provide you with temporary living coverage if your residence is damaged.
- To insure you will have someone on your side when the unexpected happens.

The owner's insurance DOES NOT cover your personal property, food spoilage or costs associated with loss of use of the property, i.e., lodging, if needed.

You should verify that your renter's insurance policy covers such events.

#### REFRIGERATORS

Some of our owners DO NOT warranty refrigerators. To find out, please check your lease agreement. If the property has a non-warrantied refrigerator and it becomes inoperable, it will not be repaired by the owner or Spradley Properties.



Repair of a unit at your expense does not make it your property. If you choose to replace the unit, please contact our office so we can amend our records.

Do not dispose of an inoperable unit without written permission from Spradley Properties.

If you have your own refrigerator that you wish to use and there is a refrigerator already in the property, contact management regarding proper storage of the rental unit.

If you store it in the garage, it will need to be plugged in and running.

A refrigerator is not a toy; please teach your children the dangers of playing in and around refrigerators.

Spradley Properties is not liable for loss of food caused by appliance breakdown or failure.



#### RENTAL VERIFICATIONS

We often receive requests from mortgage companies and other landlords wanting a verification of a tenant's rental history. They usually want this information filled out and faxed back to them immediately. We are happy to comply with proper notification and release signed by the Tenant.

#### RETURNED PAYMENTS



The consequences of a rent check being returned to us are costly.

After receiving notification of a returned payment, we will no longer accept your personal check or online payments for a minimum of six months.

If your rent payment comes back returned, it is as if the rent has never been paid. At that point, it costs you a returned payment fee, plus the late charges as referenced in your lease.

Once we have informed you that your payment was returned, you have 24 hours to make your returned payment good with a money order or cashier's check. Spradley Properties will not accept a personal check.

Failure to do so will leave us no option but to deliver a "Notice to Pay or Quit", which is an eviction notice demanding that you pay immediately or move. This is a legal step we must take to protect the owner's rights.

We realize that at times a returned payment is the result of a bank error. If this is the case, you must provide us with a letter from your bank stating it was their error in order for us to continue to accept your personal checks and online payments.

The Returned Payment fee must still be paid regardless of the reason. Rent checks will not be redeposited.

#### SEWER STOPPAGE

Your lease agreement clearly states that the tenant is responsible for the cost to correct plumbing stoppages and sewer stoppages caused by the tenant's use.

If a sink or sewer line needs to be cleared (i.e. auguring) due to a stoppage, the Tenant will be charged the full expense for repair.

If the stoppage is due to a collapsed line or if tree roots cause sewer line breakage, the owner will be responsible for the charge.



#### **SMOKE ALARM**

#### Your safety is very important to us.



Tenant will test the smoke detector while performing move-in condition form and inform Spradley Properties immediately if smoke detector is not working properly.

In order to test the smoke detector, it is necessary to push the "push to test" button on the detector for about 5 seconds. If operating properly, the alarm will sound.

Smoke alarms are for your safety, please test them every thirty days and replace batteries if necessary. Normally the smoke alarm will emit a beeping sound when the batteries are losing their charge.

#### It is Tenant's responsibility to replace the batteries.

If a smoke alarm doesn't work after replacing the batteries, call Spradley Properties for repair or replacement.

We urge you to make a regular assessment of your home for potential fire hazards such as stored flammable liquids or overloaded wall outlets and to keep a fire extinguisher on hand.

In case of fire call the fire department or 911 first. Once Tenants, Occupants and Guests are safe, call the office as soon as possible.

### **THERMOSTAT**



Do not switch your thermostat quickly from COOL to HEAT or from HEAT to COOL.

First switch the unit to off and wait until it stops running, then switch to heat or cool. Failure to do so may cause permanent damage to your unit and could result in a charge to you for repair and/or replacement.

In hot weather, set the selector switch to "COOL" and set the fan switch to "AUTO". Please note that most systems maintain optimal cooling at approximately 20 degrees below the ambient outside temperature.

The A/C will only function efficiently when all doors and windows are closed. Keep your window coverings closed during the day, keep the A/C filter clean and keep return air grills clear of furniture and boxes in order to allow unobstructed delivery of cool air to your home.

Do not store anything on or around your air conditioning unit. This could impair circulation, resulting in higher electric bills, and cause permanent damage to the unit.



#### **USE OF ATTIC**

**Tenant may not use attic for storage** and will be responsible for any damage caused by disregarding this regulation.

#### **UTILITIES PHONE NUMBERS**

Unless otherwise indicated in the lease, utilities are the responsibility of the tenant.

If you have not done so already, schedule utilities to be turned on or transferred into your name on your lease commencement date. Within a couple of days of you signing your lease you should be contacted via phone by our free concierge utility support service, Citizen Home Solutions, in order to help you setup your utilities if you so choose. This is a free service to assist you with connecting utilities, cable and internet according to your area. If you have not heard from Citizen Home Solutions go to our website at: <a href="https://spradleyproperties.com/community-information/">https://spradleyproperties.com/community-information/</a> to also find additional information to help you set up your utilities.

Listed below are the telephone numbers to call to have utilities turned on and off. Please contact each entity directly for their current rates and deposits.

Utilities	
City of Belton – 100 S Davis St Water, Sewer and Garbage	254-933-5800
City of Temple - 401 N. 3rd St Water, Sewer and Garbage	254-298-5616
City of Jarrell Water Department	512-746-4593 ext. 21
439 Water Supply - Belton Lake Properties Only	254-933-2133
Armstrong Water - Holland/Centennial Drive Only	254-657-2429
City of Morgan's Point Water	254-780-1334
Moffat Water Supply	254-986-2457
Salado Water Supply	254-947-5425
Atmos Energy Mid Tex (Natural Gas)	800-460-3030
View all available electricity carriers in your area at Power to Choose *call at least 7 days prior to move in to ensure electric service	http://powertochoose.org/
Heart of Texas Co-op (electricity)	254-840-2871
Eagle Disposal/Trash (Salado properties)	254-947-1288
Al Clawson Disposal/Trash (Salado/Jarrell properties)	512-746-2000

If you are in the military, you may want to check with your base housing office for any discounts on utility deposits.



#### VIOLATION NOTICES

#### Lease violations are taken seriously and can cost time and money to correct.

Examples of lease violations are: not maintaining the yard, not changing and/or using the correct A/C filter, not maintaining batteries in smoke alarm or following other stipulations listed in the lease agreement or in these lease rules and regulations.



#### **WALLS**

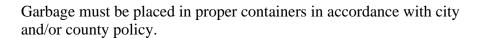
Please do not use 3M style sticker-type hangers, since the adhesive is difficult to remove from the wall. We suggest the use of "bulldog" and "gorilla" type picture hanger when hanging pictures. This type of hanger leaves a smaller hole and creates less wall damage.

Mirror tiles, contact paper, wallpaper or other wall coverings with adhesive backing are not permitted.

If you wish to change existing wallpaper, please contact the office first for written approval. You are financially responsible for removing nails and repairing any damage to wall or ceilings.

#### WASTE DISPOSAL

Household hazardous waste such as motor oil, antifreeze, batteries and solvents must be disposed of in accordance with the rules and regulations set forth by the city/county.





Please remove your garbage cans and recycle bins from street within 24 hours of pick up.

#### WATER AND ELECTRICITY SHUT OFF



Tenants are required by the Lease agreement to know the location and operation of the main water cut-off valve and all electric breakers. Additionally, Tenants are responsible to know how to switch the valve and breakers off, if needed, to mitigate any potential damage to the property.





### WATER SOFTENER

If rental home is equipped with a water softener, the Tenant is required to maintain the salt levels in the salt tank so that the unit will operate properly. Water softeners must be maintained to manufacture instructions.





#### WATERING YARD AND FOUNDATION

Please remember that in your lease it is your responsibility to water the yard. This is necessary for aesthetics, but more importantly, to limit foundation issues.

Foundations are prone to shifting because our clay-like soils shrink and swell due to moisture changes, whether rain or drought.

Consequently, we must water our foundations as well as our yard at reasonable and appropriate times in order to minimize/prevent the cracking of the foundation and possible shifting of the home.

To help you in your effort please refer to the following guidelines:

- When watering the yard, ensure the sprinkler is putting water against the base of the foundation. Leave the water on for 30 minutes to one hour, two to three times a week.
- It is best to water the foundation late in the evening. Make sure you are watering uniformly around the entire foundation. If the soil is pulling away from the foundation, you are not putting enough water around the house.

During drought conditions there may be times when different areas or water districts start water rationing or other restrictions. Please remember to follow all of those rules. Refer to the local water company to determine what "Stage Restriction" the property is currently under and the watering time and dates for your address.

#### WEBSITE

The following forms are available on our website, www.spradleyproperties.com:

- Online payment options for tenants
- Maintenance Request Form (You can submit this form online.)
- Rental Application
- Rental Application Screening and Processing Criteria
- Rules and Regulations
- 30 Day Notice to Vacate
- Move-Out Procedures





#### WINTER CONDITIONS

It is extremely important that you stay well-informed of cold weather reports throughout the winter. Any extended period with temperatures below freezing could cause unprotected water pipes to freeze and burst.

In the event of severe, freezing weather:

- Heat should be maintained at a minimum of 65 degrees Fahrenheit in order to protect the property.
- Exterior faucets and exposed water lines must be adequately protected by wrapping, insulating or covering.
- Allow inside and outside faucets to slowly drip. Drip both HOT and COLD water.
- Open cabinet doors to expose plumbing fixtures so that these spaces will be heated.

If Tenant is going to be away from the property for the day or an extended period of time it is very important that he or she does not turn the heat off. Please leave the thermostat on 65 degrees minimum. These precautions are essential in order to avoid substantial damage to the property from broken pipes. If you have negligently failed to take these precautions, you **will** be liable for damages to the property.

#### YARD MAINTENANCE

Per the terms of the Lease, tenants may be responsible for the upkeep of the lawn and shrubbery on a continual basis. This includes mowing the lawn, weeding, edging, trimming, reseeding if needed, watering and trimming trees and shrubs.



Remember, the exterior appearance of the home reflects the living conditions of the residents.



#### Grass must not be higher than 6 inches.

The area around the driveway, sidewalks, curbs and gutters are considered to be part of the yard and need to be kept free of weeds, grass, and leaves. If in an HOA, please refer to your HOA governing documents.

If you have any questions, do not hesitate to call or visit us at the office.

We wish you a very pleasant stay and look forward to a mutually satisfying relationship.

