

MoranPM@MoranPM.com MoranPM.com KRISTIN MORAN, REALTOR® JAMIE PATE

IMPORTANT TENANT INFORMATION

RENT:

Rent is due on the first of the month. Tenant is provided a two (2) day grace period and late fees begin to accrue on the fourth of the month. Late fees are charged as follows: \$25.00 on the fourth of the month and \$10.00 per day thereafter.

Moran Property Management DOES NOT waive late fees and is NOT responsible for rent payments sent by mail not being delivered by the fourth of the month. Any late payments will be applied first to the accrued late fees and second to the rent due. Any rent not paid in full, inclusive of late fees, is considered a breach of lease which may result in eviction and judgment.

To avoid late fees sign up for ACH (Automated Clearing House) rent payments through our online tenant portal at MoranPM.com.

Reasonable fees may be charged for payments made in the form of Cashier's Check, Money Order(s) or Personal Check (non-electronic payments).

NSF fees are charged at \$35.00 per instance. In the event that tenant's bank draft or check be returned for NSF, the rent payment, NSF fees and late fees from the fourth of the month forward must be paid in Certified Funds.

REPAIRS:

PLEASE MAKE ALL REPAIR REQUESTS THROUGH THE 24/7 MAINTENANCE LINE (210) 888-0390

There may be situations where the tenant is responsible for the cost of the service call and repair bill. Some examples of this are:

- Any repair that is beyond the scope of normal wear and tear or that is caused by the tenant, occupant or their guest(s).
- Any repair that is a result of the tenant altering, installing or removing any fixture or appliance.
- Failure to properly maintain the property as described under Paragraph 17.
- Plumbing damage caused by improper objects or obstructions.
- Damage to doors, windows and screens.

TENANT INITIALS



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HOMEOWNER'S ASSOCIATION (HOA):

If the property leased by tenant is located in a subdivision that has an HOA the deed and subdivision restrictions of the neighborhood must be observed and followed. If there is a violation of the restrictions by tenant and a fine to the owner of the property is assessed, **tenant will be financially liable for the payment of the fine.**

The most common HOA violations are as follows:

- Failure to maintain the yard and other natural growth
- Failure to hide trash cans from public view
- Parking of trailers or boats in front of the home
- Parking over sidewalks
- Portable basketball goals
- Animal noise and waste
- Holiday lighting not being removed in a timely manner

RENTER'S INSURANCE:

Owners are required to maintain insurance on the property, but their policy <u>DOES NOT</u> cover your personal property/possessions in the unit. Moran Property Management **REQUIRES** all tenants to acquire and maintain a policy of Renter's Insurance during the term of their lease. A copy of the tenant's Policy Declaration page must be delivered to our office within **ten (10) business days** of signing the lease.

WATERING THE LAWN AND FOUNDATION:

Due to shifting soil types and changes in moisture, foundations in this area are prone to settling. Foundation settling can cause major damage to the home's basic structure and result in visible cracks in the foundation and walls.

Foundations should be "watered" weekly or have soaker hoses (hoses that "leak" or drip water at a slow rate) placed around the foundation. It should be watered enough so that the soil is not pulling away from the foundation. It is best to do this late in the evening. Always check with the local water authority regarding watering restrictions: time of day, day of week and methods of watering are determined by drought and water conservation stages that may be in effect. Violation of watering restrictions may result in a fine to tenant.

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AIR CONDITIONER AND HEATER FILTERS:

The filters for the air conditioner and heater units MUST be changed ONCE a month.

Some units may have filters that are washable, in this case they must be cleaned once a month. If the unit has filters that need to be replaced, they must be changed out with new filters once a month. Marking a calendar to change the filters on the first day of each month is a great reminder.

Dirty filters results in a shortened life for the air conditioner and heater unit(s) and increased utility bills for the tenant. If the air conditioner or heater unit(s) fail or require repairs and it is found that the filter(s) have not been replaced regularly, tenant will be charged for the service call and repair bill.

KEYS:

Keys will be provided on the commencement date of the lease. Keys will not be turned over to tenant until **ALL parties to the lease have signed and ALL security deposits have been paid**. If the unit has not been re-keyed already, a locksmith will contact tenant in order to do so.

The unit is equipped with keyless deadbolts as required by law. The purpose of the keyless deadbolt is to protect tenant while **inside** the unit. When leaving make sure keyless deadbolts are not engaged, as this can result in tenant being locked out of the unit. Tenant is responsible for all costs incurred in gaining access to the unit in this case.

Should tenant require the unit be re-keyed again during the term of the lease, the re-key service must be coordinated through Moran Property Management and the cost of the re-key will be the tenants expense. It is a violation of the lease to re-key the property without our consent and is grounds for lease termination.

INVENTORY AND CONDITION FORM:

The Residential Lease Inventory and Condition Form is used to record the condition of the unit upon tenant possession. At the end of the lease term and surrender of the unit, the information on this form is used as a comparison to the condition of the unit when the lease commenced. Tenant should be thorough in completing this form and return it to our office within ten (10) business days of the commencement date of the lease. Marking items as dirty at move in does not excuse leaving them dirty at move out and this form is not a request for repairs and should not be used as such.

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PETS:

Pets require prior approval and an additional Security Deposit/Pet Fee to be permitted to stay at the property. The pet deposit is an increase to the security deposit and is not refundable before the lease ends, even if the pet(s) are removed from the unit.

Tenant may not permit, **even temporarily**, any pet on the property.

Tenant understands that they are responsible and liable for any damage to the property caused by any pet and the cost to clean, deodorize, de-flea, or repair any part of the property (interior and exterior). Such responsibility and liability incorporated into the Pet Agreement Special Provisions and are required as part of the move-out procedures.

DEPOSITS:

A security deposit equivalent to one month's rent is due in full prior to the issuance of keys to the unit. It is held for the specific purpose of covering damages done to the property.

This money is not intended for the payment of rent, to account for early termination fees, or any other purpose other than move-out reconciliation procedures/repairs.

When tenant gives thirty (30) day notice, they are still responsible for the final month's rent. The security deposit is fully refundable. Tenant is provided with guidelines and expectations of the expected return condition of the property. Any repairs that must be made to the unit beyond normal wear and tear or expenses for items that were not noted on the move-in Inventory and Condition form will be deducted from the deposit. A full accounting reconciliation report will be provided and the deposit returned to tenant. Per law, the deposit and reconciliation report will be provided to tenant within thirty (30) days after property surrender (the date the keys are returned to Moran Property Management.)

THIRTY (30) DAY NOTICE:

It is mandatory to provide written thirty (30) day notice to Moran Property Management prior to move-out. This can be done 30 days before the expiration date on the lease, or if the lease has automatically renewed on a month-to-month basis, on a date not sooner than thirty (30) days after notice is given.

Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, change of marital status, loss of employment, loss of co-tenants, changes in health, or purchase of property.



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THIRTY (30) DAY NOTICE:

Unless tenant is found to have special statutory rights allowing early termination of the lease, (including situations that involve family violence, military deployment/transfer, or certain sex offenses), tenant is still liable for all unpaid rents payable during the remaining term of the lease. This liability may be relieved upon a new acceptable tenant signing a new lease for the property with terms that are not less favorable than the current lease terms.

By signing below, I understand the above-referenced requirements and regulations and how they are incorporated into my lease.

TENANT SIGNATURE	DATE
TENANT SIGNATURE	DATE
TENANT SIGNATURE	DATE
TENANT SIGNATURE	 DATE