

Leasing Requirements, Rules, Policies & Procedures

All forms must be signed and accompany the application

General Leasing Application Requirements:

- 1. **Complete Application:** Each applicant over the age of 18 years old must fill-out a Texas Association of Realtors (TAR) Residential Lease Application. Please make sure that all blanks are filled in properly including past landlords name, email and phone numbers. Applications will only be accepted if they are complete. Property will stay on the market until a lease is signed.
- 2. **Copy of Photo ID:** Please provide picture ID as required by the Federal Trade Commission (FTC). Photo of any animals that you are requesting be added to the lease.
- 3. **Monies:** A \$75.00 non-refundable Application Fee for each adult and Security/Pet Deposit. Two separate money orders (Applications and Deposit(s). Do not combine these. You may also pay for the application(s) by using a credit card, however, there is a 4% charge. All payments are to be made out to Earle Properties, Inc.
- 4. Employment: Last (2) two months' paycheck stubs. Must prove YTD totals.
- 5. Delivery: You can email your applications to <u>leasing@earleproperties.com</u> or may drop-off your application at our office located at 7703 N. Lamar Blvd. Suite 225, Austin, TX 78752. We have a drop slot located to the right of our office suite.

Rental Qualifiers: (if any one of the below listed are not met to our standards your application will not be accepted. Please ready carefully)

Income:

- Must make three (3) times Monthly rent. If guarantor is needed, they must make six (6) times the monthly rent.
- Must have verifiable income.
- Self-employed persons must provide last six (6) months of deposit to bank account or provide last year's tax return. Please turn in with application if this applies to you.
- If you are unemployed and cannot prove your income you will not be accepted.

Rental History:

- Preferred two (2) year positive rental history no evictions or judgments in last five (5) years.
- If you are a homeowner, we will verify ownership and payment history through your credit report and/or tax appraiser. If we receive negative feedback, we may you pay last month's rent, or you may not be accepted.

Background:

- Criminal background cannot have any violent history of any kind including felonies. Few exceptions.
- You cannot have any arrests in the previous six (6) months. You will not be acceptive if you have excessive misdemeanors within the previous five (5) years.

Credit:

- If debt to income ratio is too high you may be declined or asked to pay a higher deposit, etc.
- If you do not have any credit history, we may ask that you have a guarantor or pay more monies.
- Any judgements or outstanding debs to a property manager or prior landlord

Initial: _____ Date: _____

Initial: _____ Date: ____

All persons will be treated fairly and equally without any regards to race, religion, color, sex, familial status, disability, national origin. Leasing Requirements, Rules & Procedures property of Earle Properties, Inc. Austin, Texas.



Leasing Requirements, Rules, Policies & Procedures

All forms must be signed and accompany the application

Rules, Policies & Procedures: This will be considered an addendum to your actual lease if you decide to sign our lease agreement.

Rental Payments

- Your rent is due on the 1st of each month.
- Rental payments may be made after business hours by using the drop box located to right of our office suite.
- If you choose to mail your payment it must be received by the 1st of the month. Postmarked date will not be considered.
- Households with multiple residents must submit one payment for the rent payment.
- You may pay online through our online portal at any time before the 1st of the month.

Trip Fees

During anytime our vendors, employees, or the owner schedules an appointment and you either miss that appointment, lock us/them out, you will be charged a \$50 trip fee for each occurrence. Twenty-four (24) hours' notice must be given to change any appointment.

Damages

During your lease, if you or your guests cause damages and you ask, or we fix those damages with a third-party vendor (not in-house maintenance tech) we will surcharge you 30% for our time and efforts.

Mailbox Keys

You will need to take a copy of your lease to your local post office to get your mailbox key. To find your nearest post office go to <u>www.usps.com</u>

HOA

Below is a list of the most common violations and complaints from the Homeowners Association

- No dwelling may be used for business activities.
- No boats, campers, trailers or recreational vehicles may be kept at any unit unless they are fully enclosed within a garage. No commercial may be parking in any street except with an enclosed

structure. No inoperable vehicles may be stored at any unit.

- No permanent parking on any street.
- Animals must always be tagged and on a leash. No livestock permitted, no breeding and no more than 3 animals at a unit. Enclosed area for pets must be approved by the HOA.
- Trashcan must be stored out of view (in garage or behind fence) except on garbage day.
- Outbuildings are to be approved prior to installation; the structure must be compatible with the dwelling.
- All landscaping and lawns should be property maintained; mowed, always edged and weeded.
- I/We understand that if my property is located in an HOA and I am fined for violation(s) I may not hold Earle Properties accountable under my negligence and I/we understand I/we must pay my fine to be in accordance of my lease.

Utility Information

- I/We agree to have ALL utilities transferred in our name before we pick-up keys and agree to provide proof on day of move in.
- We understand we may not pick up our keys until we provide all account numbers to an Earle Properties representative.

Lease Signing

- I/We understand that I/we will lose any monies out of the deposit immediately after notification of approval and acceptance to move into the dwelling.
- Once I have e-signed my lease I understand I am under a state issued contract that is legal and binding.

Initial: _____ Date: _____

Initial: _____ Date: _____

All persons will be treated fairly and equally without any regards to race, religion, color, sex, familial status, disability, national origin. Leasing Requirements, Rules & Procedures property of Earle Properties, Inc. Austin, Texas.



Leasing Requirements, Rules, Policies & Procedures

All forms must be signed and accompany the application

Move-out Instructions

Once we have received your written notice as per your TAR Lease Contract paragraph 4 "when we may enter", we will place a lock box and sign on the property in order to show the property to prospective residents. You are required to cooperate in the showing of the property. Failure to so is considered a violation of the lease and you can be billed. If we must do any repairs for damages caused by you upon move-out, we will add a 30% surcharge to your bills for any outside vendor. We will not upcharge if we use our in-house Maintenance staff.

- 1. **Professional Cleaning:** Carpets, wood floors and home will be professionally cleaned at the tenant(s) expense upon move-out. We will need receipt prior to surrendering your security deposit.
- 2. Lawn: The front and back yard should be mowed, always edged and weeded and upon move-out. Flower beds should be free of weeds and bushes should be trimmed and not overgrown. Any raised beds should be dismantled, mulched and re-sod.
- 3. **Painting:** We highly recommend that you do not do any touch up painting unless you repaint an entire wall. Using the wrong paint will cause additional work and charges.
- 4. **Turn in Keys:** You must turn in your keys. Please label them or put them in an envelope with the property address. Failure to turn in key may result in rent being charged. Remember there is a drop box next to our office suite door.
- 5. Forwarding address and contact numbers: Please supply us with your forwarding address and any phone numbers or email where we can reach you.

Appliance Addendum

Please remember we are not responsible for the installation or maintenance for any appliances in the home. For purposes of this document appliances refer to one of the following: washer/dryer, dishwasher and/or refrigerator. It is the Property Owners discretion to fix appliances.

1. **Permission.** You (as tenants) have permission from us to install and or use the appliances in the home at the

property associated with your lease, subject to the conditions of this addendum if applicable.

- 2. **Condition.** If your appliance leaks or floods it can cause a lot of problems and lot of damage to your home. For these reasons, your right to install and or use an appliance provided in your home is subject to the following conditions. You automatically agree to those conditions when connecting, installing or otherwise using an appliance in your house.
- 3. **Installation.** You should be especially careful in your choice of appliances and its installation, maintenance, and use just as if it was your own home. You and all other residents, guests, occupants in your home must follow manufacturers instructions for the installation, maintenance and use. We recommend that you have it professionally installed.
- 4. **Responsibility for damages.** You agree to assume strict liability for all damages to your units and to other units and to personal property in your unit and other units if your appliance leaks or floods. That mean you will be responsible for cost of remove water and repairing permanent damaged carpet, wood, repainting and any other repair or unit damage as well as damage to person property in your unit and other units if:
 - a. The appliance water hose break or leak
 - b. The appliance water hoses were incorrectly connected or did not have protective washers
 - c. The washing machine was overloaded, causing it to malfunction
 - d. The appliance leaks or malfunctions for any other reason.

Insurance

At all times you agree to a "Texas Renters Policy" that provides insurance coverage for damage to your personal belongings and liability coverage. In_____ In____

By signing below, I agree and understand the Leasing Requirements, Rules, Policies & Procedures of Earle Properties, Inc. and the homeowners expect of me while I/we lease the home.

Signature of Applicant: _____ Date: _____

Signature of Applicant: _____ Date: _____

All persons will be treated fairly and equally without any regards to race, religion, color, sex, familial status, disability, national origin. Leasing Requirements, Rules & Procedures property of Earle Properties, Inc. Austin, Texas.