



**Landlords Rules and Regulations**

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### **Chapter I. Welcome Letter**

Dear Tenant(s),

Let us take this opportunity to say thank you for the opportunity to serve you and/or your friends and family.

We look forward to building a long relationship that will outlast the terms of this agreement. We have the ability to take care of all your real estate needs from locating a home to purchase, selling a home, inspections, financing, and contract to close assistance, property management, and of course locating rental units as well.

As a property manager we have certain obligations to the owner of the property that you may be renting. We also have certain obligations to you and your co-occupants. While open communication is usually the best way to solve issues once they arise, prevention is the best way to curtail and manage those issues that occur.

This document is part of your lease. You will be required to sign acknowledging receipt and agree to abide by these terms. We advise you to read the contents carefully and ask questions about anything that may concern you.

Congratulations on your new home!

Earle Properties  
512-76-EARLE

## **Chapter II. Rental Payments**

### **Rental Payments:**

All rents are due and payable, in advance and must be received on the first day of the month. We do not accept cash. Rents remaining unpaid after the first day of the month are delinquent and subject to an initial late fee of \$50.00 and daily fees of \$20/day. Late fees will be removed from any tenants account due to fair housing requirements. According to the terms of your lease, all late fees and/or fines must be paid before funds are applied to rent. Thus, should you only pay the rent and decide not to pay any fines you can expect to be sent to collections at a minimum within 45 days and may be evicted sooner.

There are two (2) methods of paying rent.

Option 1. Preferred. Electronic payments are highly recommended due to the amount of mail lost through USPS.

Option 2. Non-preferred. Mailing through USPS. Please write property address on your payment to insure proper credit. Be sure to allow sufficient time for delivery as payments are late if not received before the close of business the first day of the month. Should you desire to checks through USPS they should be made payable to:

Earle Properties, Inc.  
1101 W. 34<sup>th</sup> Street – Suite 256  
Austin, TX 78705

### **Default of rental payment:**

If your rental payment is not paid in full by the 1st day of the month which it is due, be advised that your lease may be canceled. You will be responsible for all attorney and legal fees as well as any court and collection fees incurred in our efforts to collect the rent monies due. Any and all charges unpaid by the end of the month in which they are changed may be added as additional rent. Rental amounts due for the remaining portion of your lease will be accelerated and due immediately. If rent is paid while a legal action is in process, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached if legal action is to be stopped. If your rental payments are late more than twice in a 12 month period, your lease agreement may not be renewed.

### **Chapter III. Tenants Responsibilities**

#### Basic Tenant Responsibilities:

- Comply with all building, housing, and health codes. No bar-b-q pits allowed on balconies or condo patios. No trampolines allowed.
- Smoking is not permitted inside any of our properties or within 20 feet of the property. If you smoke on the premises be aware that all cigarette butts will need to be removed and disposed properly. Any residual smoke smell or remaining cigarette butts will have to be removed at the tenant expense.
- Keep the premises clean and sanitary. Remove garbage in a sanitary manner.
- Keep all plumbing fixtures clean, sanitary and in good repair.
- Keep walls clean and unmarked and keep carpets free from stains.
- Do not disturb your neighbors. Repeated offenders should anticipate possible eviction.
- Maintain the yard and landscaping of your home through proper watering and maintenance.
- Protect the home for any escalation of damage. Example: If there is a water leak, call 911 and they will turn the water off for you.
- Tenants must be aware of location to cut off valves for sinks and toilets and know how to turn off and on (if unsure tenant must contact Management Company for instructions).
- All vehicles must be parked in the space provided in your rental agreement. Many neighborhood associations do not permit vehicles to be parked on the streets overnight. In support of these requirements you agree to park all vehicles that remain overnight in proper spaces on the property. RV's, boats, and trailers are not permitted to be parked at any of our homes without special permission.
- Pets – Unless authorized by a prior written pet agreement, no pet or animal of any kind is permitted on the premises for any length of time. No exceptions. Any cleaning resulting from the occupation of a pet will be deducted from your deposit upon departure however you may be evicted prior for violating this part of this agreement. Note that pet violation charges start with an initial \$100.00 fine and accumulate daily.
- Inspections – Periodically we will conduct a routine inspection of your property. The purpose of these inspections is to ensure there is no damage to the property, the property including the landscaping is being properly maintained, there is no illegal activity taking place and/or occupants not on the lease living at the home. We do our best to schedule these in advance but they cannot be postponed due to the cost incurred should we not be able to gain access and because one of the items we're making note of is illegal activity. We'll do our best to be courteous. Feel free to discuss with us any challenges related to the property while we're on site.
- Insurance – Renters insurance is required.
- Tenants must understand during freeze warning faucets must be left dripping.
- All maintenance request must be in writing at [repairs@earleproperties.com](mailto:repairs@earleproperties.com)

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#### **Chapter IV. Schedule of additional charges and fines**

Additional work and/or lease violations cost additional time and money to complete, follow-up, and/or ensure compliances. This list will help advise you of current charges for requests tenants commonly make and fines tenants may encounter if the lease is violated.

- Late rent - \$100.0 initial late fee plus \$50.00 per day.
- Pet on premises violation. No pet agreement in place - \$100.00 plus \$10.00 per day after notice.
- Garbage visible greater than 24 hours outside of trash day resulting in notices from the HOA. \$50.00
- Failure to maintain health of yard \$50.00 plus cost of repair. Example: Grass no greater than 6" in height. Shrubs, trees, grass and other plants require watering. Flower beds require weeding. All area must be maintained.
- Guests on property more than allotted number of days - \$100.00 plus possible eviction. Cost to add tenants or change tenants on lease during the lease term is \$100.00 plus application fee is \$50.00.
- Failure to remove garbage from home upon departure - \$100.00 plus cost of removal and disposal.
- Bar-B-Que on balcony of condo or home. Trampoline on premises at any time - \$100.00 plus cost of removal of grill or trampoline.
- Parking vehicles in grass, parking trailers or RV's on property at any time - \$40.00
- Damage to property upon inspection - \$50.00 fine plus cost to repair plus. Example: Large holes in walls or carpet not part of normal wear and tear. Unauthorized painting of satellites dishes is other examples.
- Returned EFT or check charges \$50.00, not inclusive of any late fees that retroactively are applied.
- Dirty AC filter charge is \$50.00 plus cost of filter. Tenant may also be charged with cleaning the AC coils if dirty due to tenant misuse.
- Removal of smoke detectors or removal of smoke detector battery. \$50.00 plus cost of reinstallation or battery.
- Lease renewal fee \$25.00 per lease.
- Noxious or offensive activity which may be or may become an annoyance or nuisance to the neighborhood. \$40.00
- Pest Control and Rodent Management: Cost for remediation issue in the home as determined by Chem Free Pest Control.
- Tenants blocking AC drain line causing drain line to backup. \$50.00 not including damage that will need to be repaired.
- After hours maintenance fee \$50.00 for items other than emergencies.
- Phone in maintenance requests \$20.00. All maintenance requests must be submitted in writing.
- Certified letter fee for lease violation notices \$30.00.
- Lease change fee \$100.00.
- Tenant will be charged for clogs in sink, toilet if caused by tenant. No feminine products should ever be flushed down the toilet.
- Garbage disposal clogs \$50 fee billed to tenant upon service.
- Utilities off before end of lease \$100.00
- Re-issue check or issues refund check (not deposit related) \$50.00.
- Stop payment fee \$50.00.
- Lost or un-deposited check fee after 90 days \$50.00.
- Roommate change out or addition \$350.00 plus application fee.
- Forgetting to change over utilities \$50.00 per utility.
- Rush move-in <3 days \$100.00.
- Installment note administration fee \$50.00
- Fees for additional work not listed in your lease are subject to change without notice. Repeat HOA violations will result in increased fines to the owner of the property which will be passed along to violators.

## **Chapter V. General Maintenance Information**

Please note that if we have a technician such as an electrician, heating or cooling expert or plumber from an outside company scheduled to do work on your home you will have to be present and provide access to allow that work to happen and to ensure they understand the issue. We will do our best to ensure they accommodate your schedule as much as possible.

Heating and cooling systems: This system may consist from something as simple as a window unit to something as complicated as a weather cooled air conditioner or heat pump. Following are some basic guidelines please ask us if you have any questions about proper operation of your particular unit.

If accessible apply ¼ cup bleach monthly to keep drain line free of algae. Do not bury drain line or cause it to be blocked in any manner. This is common cause of many maintenance calls for water inside older homes. If water is draining from the secondary drain lines (usually found on the outside of the house protruding from the eaves) notify us immediately. This is an indication of a larger problem and must be handled immediately.

If the outside air temperature is below 65 degrees Fahrenheit do not run the air conditioner.

If power to the unit is off wait at least five (5) minutes before turning unit back on.

Ensure that power is supplied to unit at least 24 hours before it is turned on for use.

Keep plants at least two (2) feet minimum away from the outside condenser unit.

Filters are to be changed at a minimum of every other month. It is your responsibility to change these filters and determine if they are dirty or need replacement. DO NOT operate unit without filter in place it can permanent damage and you will be responsible for that damage.

If your unit is a heat pump it may not provide sufficient heat in very cold climates. The use of space heaters may be necessary. This is normal in extremely low temperatures.

GFCI or Circuit Breakers – keep in mind that some ground fault circuit interrupters are wired on a circuit and the one that trips may be in another room.

Smoke Detectors – it is the responsibility of the tenant to check the batteries in the smoke detectors as well as the alarm function and ensure they are operating properly. Do this monthly.

Pest Control – Upon move in you have five (5) days to complete your Inventory and Condition Form. Note on this form or notify us in writing of any pest that you may encounter as you move in. We make every attempt to ensure that your home is pest free before move in. Please take every possible precaution to ensure that you keep pests way, if mice become a problem there will be a \$200.00 charge in helping to rid the rodents.

Yard Work – None of us love it but it must be done. We'll do drive by's on a regular basis if your grass is greater than 6" in height this must be mowed, or we will mow it and send you the bill and fine associated. This goes for all the shrubs and greenery at the home. If the flower beds are full of weeds they will be weeded and the bill send to you. Again, we want you to enjoy the home and know you've got other things to do but HOA's and owners require this so we appreciate your cooperation and understanding.

Flooring – Please ensure you use appropriate cleaners for wood or natural stone flooring. Any other cleaners or water left standing may cause permanent damage for which you would be responsible.

## **Chapter VI. Information in case of emergency**

There are four (4) types of “emergencies” that require immediate attention from outside parties and notification of our staff afterwards. We call these the big 4. There is one (1) type that requires immediate notification of our staff and attention as quickly as it can be scheduled. There are many other types of incidents that are non-life or property threatening.

Big 4 Emergencies – require immediate attention by 3<sup>rd</sup> party. The big 4 are fire, blood, flood, and gas. Should you experience any of those, below are your instructions.

Fire: Get of the residence, call 911 and stay safe. Call your property manager and leave a detailed message.

Blood: If someone is hurt on your property and needs medical attention call 911. Follow up with your property manager once everyone is safe.

Flood: This type of flood is characterized by water which is flowing inside your home from a supply line or other source and you are unable to turn off the source, or contain where the water is going the shut off valve at the appliance and/or the city shut off valve outside your home. Please call 911 and the fire department will shut off your water at the city shut off valve.

Suspected gas leak: If you have a suspected gas leak get out the house immediately. Call your gas company and they will test for leaks, and call/or message to your property manager. We will arrange for repairs.

Air Conditioning or Heat Problems: If you do not have heat or air and the temperature is at/between 35 degrees and 99 degrees Fahrenheit these calls will be serviced the following day and you will need to fill-out a maintenance request.

Locked out of your home: If you have been locked out of your home after office hours, please call our preferred locksmith, Mr. Rekey at 512-929-5397. They provide after hours service for our tenants for a fee. You will need to provide payment at the time of services.

Always ensure you and your family is safe. Please shut off anything that is harming the property including gas, water, and electricity. Please leave us a message if unable to reach us immediately and use your best judgment to care for yourself and the property.



### **Chapter VII. Upon Move In**

Inventory and Condition Form – Contained in your paperwork was and Inventory and Condition Form. Return to Earle Properties within five (5) days of the start of your lease. This form will be used in conjunction with the property manager's assessment and photos to document the move in condition of the property. After your departure we will do a final assessment of the condition of the property. Any damages beyond normal wear and tear not noted and documented on the initial report will become your responsibility. Should you not have received this form for any reason it is always available on our property management tab called documents and forms.

### **Painting Policy**

The decision about painting must be addressed prior to submitting an application. If at any time after possession, tenant desires a room to be repainted, they may do so with owners approval, however, paint color must be neutral (i.e. no dark or bright colors).

### **Chapter VIII. Caring for your home**

Tenants are responsible for basic home maintenance including interior, exterior, grounds, unless otherwise stipulated in your lease. If you notice something that could cause further damage and fail to report it you could be charged for the entire amount of the preventable damage.

Be aware that if we have a technician such as an electrician, heating or cooling expert or plumber from an outside company scheduled to do work on your home an adult have to be present and provide access to allow that work to happen and to ensure they understand the issue. We will do our best to ensure they accommodate your schedule as much as possible during normal business hours.

Normal Maintenance Request – Should normal maintenance be required, you will need to fill out a maintenance request form and e-mail that to [repairs@earleproperties.com](mailto:repairs@earleproperties.com). We do not accept maintenance requests over the phone. A separate entry is required for each maintenance item. Logging these requests not only provides us details about exactly what to fix but also means to track consistent problems so that we can determine if greater repairs are necessary.

Mold Related Liability, Policies and Procedures – The potential dangers of toxic mold have received a lot of attention and there is still much controversy about the extent of those dangers. Most state and local authorities have not addressed mold issues directly. Thus, we have developed policies and procedures to address the mold issue.

1. Tenants are required to immediately notify their property manager if water damage, condensation or mold promoting conditions are found. This should be done in writing preferably through email at [repairs@earleproperties.com](mailto:repairs@earleproperties.com). Mold cannot grow without moisture.
2. Should mold or mildew be suspected it is the tenant responsibility to pay for the initial mold inspection. This initial inspection must be completed by an independent 3<sup>rd</sup> party certified “industrial hygienist.” The results must be presented in writing and shared with the property manager within 72 hours of the tenants receipt of such results. The property manager or landlord reserves the right to have additional testing completed at no cost to the tenant.
3. Should a tenant’s personal property be damaged by mold, tenants are required to make a claim with their insurance provider.
4. Please make note that compensation and relocation due to mold are not covered by State law and provisions for such are not included in your lease. It is the landlord’s responsibility to respond to expeditiously and repair and remedy any possible mold found.
5. One of our goals is to ensure property under our care is safe and well maintained. We appreciate your time, assistance and communication to help ensure you have a wonderful place to call home.

### **Chapter IX. Moving out**

For a list and description of your responsibilities and detailed instructions please see “Move out checklist”

- Security deposit – In the State of Texas landlords are not legally permitted to accept the security deposit as last month rent. Rent is still due for the time you occupy the property.
- 90 Days Written Notice minimum is required. You will be required to provide at least 90 days written notice of your intended departure, no exceptions and no matter if the lease term has expired or not. Your lease automatically renews on a month to month basis if no notice is given. Most leases require that the notice shall not be less than 90 days but shall end on the last day following the month greater than the 90-day requirement. All move outs are on the last day of the month.
- Showings during the last 90 days of your lease. Your lease provides us and other agents with the ability to show the property during the last 90 days of your lease. If you desire not to have the property shown to potential renters, you may pay an additional amount as dictated by your lease in order for us not to have the property shown. Agents will make a call to get your approval for an appointment time to show the property. If they desire to show the property between 8am and 6pm you must be willing to provide them reasonable access to the property. You will be fined if access is repeatedly refused.
- We will inspect the property after the end of your lease and document the condition. Tenants are not allowed to accompany employees during this inspection. Feel free to document the condition after your departure with notes and photographs. If something is unusual and you would like it noted please email over photos and notes to your manager. After moving out you will not be allowed back into the property to correct any damage. Returning to the property after your lease has ended is trespassing. All trash, repairs, cleaning, etc. must be completed before the last day of your lease.
- Carpets (if applicable) will be commercially cleaned at tenant’s expense upon move-out, using “Ozone” product. Please provide receipt of company used.
- Home will be professionally cleaned and wood floor product called “Rejuvenate” used on all wood floors. Please provide receipt of company used.
- Tenants will leave utilities on for three (3) days after move-out or will be charged a reconnect fee of \$75 deducted from security deposit. Earle Properties will have in-coming tenants transfer utilities into their name so please do not disconnect services.
- Please provide forwarding address and email that to [leasing@earleproperties.com](mailto:leasing@earleproperties.com)

**Chapter X. Acknowledgement Form**

Acknowledgement Form

I have received the document titled:  
Earle Properties, Inc.  
Landlord Rules and Regulations

I understand all contents and agree to abide by all rules and requirements that it contains for the duration of my tenancy.

Property Address:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Manager's Signature Date