

Landlord Rules and Regulations Addendum

In addition to the Texas Association of Realtors Lease Agreement, the following rules and regulations apply to all tenants of Tenant First (TF).

Access:

Company policy stipulates that for normal situations, 24 hours' notice will be provided to tenants named in the Lease, prior to our staff accessing the property. In emergency situations, however, we will attempt to provide notice but will access the property as necessary. The lease agreement gives us permission to enter the property after trying to contact you.

Periodic inspections will be performed. Notice will be provided per company policy. Access to the property cannot be denied. If the property is not well maintained, as required by your lease, it may result in legal action or nonrenewal of the lease. TF reserves the right to take pictures of the property at any time for our records.

**** If a tenant prevents TF personnel/vendors from gaining access to the property for showings, repairs, inspections, or any other reason for which TF personnel may lawfully enter the property, a \$100 fee will be assessed for each occurrence. In addition, tenant will be in violation of the lease and TF may begin legal action to enforce the lease. ****

Lease Payments:

WE DO NOT ACCEPT CASH!!

All payments must be made through the tenant portal via electronic payment, per the lease.

Each Tenant will have access to their own online tenant portal. Once a lease has been signed, secure log in information will be sent to the email address provided at the time of application.

1. Auto Draft options are available
2. ACH (Automated Clearing House) payments are FREE
3. Credit/Debit Card payments have convenience fees detailed on the portal.

No payment or method of payment can be adjusted by TF. Only you can authorize or change settings on your tenant portal.

If more than one tenant on a lease schedules a payment, the system will deduct all scheduled payments regardless of account balance. Ensure that you communicate with other tenants on the lease to avoid accidentally making multiple payments. Any excess amount paid, will remain on the account as a credit towards future balances.

At the end of your lease, tenants should log in, cancel all scheduled payments, and remove/delete all stored payment information.

Maintenance Policy:

At Tenant First, we strive to provide our tenants with a safe and healthy living environment. When you have a maintenance problem, we want to respond to it as quickly as we can. The primary objective of the following maintenance policy is to outline what you need to do, should you encounter a maintenance issue. Below are several important points to remember:

Tenant _____ Landlord or Landlords Rep _____

1. ALL repair requests MUST be submitted in writing via the tenant portal.
2. Except as allowed by Texas law, tenant cannot make any repairs on the property.
3. We will do our best to schedule all repairs around the tenant's schedule, however there may be times when we must access the property to address an issue. In those situations, we will provide as much notice as possible.
4. If a repair is made, and it is determined by the repairman that the issue is caused by tenant negligence or neglect, the tenant will be charged the total expense of the repair bill.
5. If a tenant fails to report a maintenance issue and there is further damage caused, tenant may be held responsible for the cost of the damage.

Normal Maintenance Requests:

For all normal repair requests (those that are not in the emergency category below), Tenants will log in to their tenant portal and submit a work order. Tenants will be able to see when it is assigned and who will be contacting them to resolve the issue.

Emergency Maintenance Requests:

For emergency situations after normal business hours, Tenants must call 979-690-8068 (TF Office), and leave a message detailing the situation. Our on-call staff will return the call as soon as possible.

As a guideline, here are some examples of "emergency" situations:

Please note- This is not an all-inclusive list. If you are ever uncertain, please feel free to contact us. Anything that puts your safety or the home at risk will be considered an emergency.

- Total loss of heating or air conditioning.
- Total loss of electricity. (Tenant must check with the utility company first to make sure it is not a neighborhood outage)
- Plumbing leak that requires the entire water supply to be shut off or causes damage to the home or its contents.
- Total loss of water. (Again, check with your water company to determine if there is a general outage in your area.)
- Gas leak. (Please vacate the home first, then call the utility company to report the leak. Then please call to let us know about the situation.)
- Electrical problem that is a fire hazard or a source of danger.
- A total stoppage of the plumbing drain system (e.g., the main sewer line is clogged making it impossible to utilize the plumbing system in your home).

Air Filters:

All Tenants are required to sign an Air Filter Addendum along with their lease. This addendum explains in detail who is responsible for what, in regard to Air Filters. Tenants are responsible for a monthly Air Filter Maintenance fee of \$25 per month. Air filters are provided and installed by Tenant First Maintenance team at the frequency determined by the manufacturer. Depending on the type of HVAC equipment and filter style, the filter may be changed on a 60-day rotation or every 6 months. Tenant First reserves the right to determine the required frequency of filter replacement, schedule, provide notice, and perform Air Filter changes as required to keep the system in optimal working order. While air filters are not all changed monthly, the fee is charged monthly to prevent large expenses for our tenants, as the cost is the tenant's responsibility per the lease.

Lawn Care/Irrigation:

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- Lawn Care: Our lawn crew is responsible for all upkeep of the lawn. There is a regular schedule, however weather delays, staffing shortages, or equipment issues may cause delays. Tenants cannot refuse this service.

Back yard gates cannot be locked. This inhibits our lawn crew from being able to access the homes. If a lock is placed on the back yard gate, it will be removed by our staff at tenant's expense.

- Irrigation: The homes irrigation system will be set in order to keep the lawn alive and in an attractive condition. Tenant cannot adjust, alter, or shut off the system in any way.

Irrigation costs can be significantly higher during peak summer months and for larger yards. Systems cannot be adjusted due to tenant not wanting to pay for the water cost to irrigate.

Pest control:

This service is provided on a yearly basis. The property will be treated inside and outside. Tenants cannot refuse any portion of this service. If tenant wishes to have the property treated more frequently, they can do so at their own expense. If the tenant chooses to do so, this would be in addition to our treatment and cannot replace ours.

Water filters:

Tenants are responsible for replacing water filters in the refrigerator.

Lightbulbs:

All light sockets should have working bulbs in them when you move in.

Tenants are responsible for replacing all bulbs, as needed. Tenants must ensure they are using the correct size, type, and wattage. This includes interior and exterior lighting.

Parking:

All parking must occur in your designated driveway or garage. Street parking or parking in the yard are not allowed.

Tenants must provide make, model, color, and license plate number for all vehicles permitted under the lease. Should tenants vehicle change, tenant must notify our office with the new vehicle information.

Trash:

Individual residential trash bins must be always stored out of sight, except for trash day. Bins can be stored in the garage, in the backyard if the home has a privacy fence, or behind an existing trash can screening fence if present. Tenants cannot store trash bins in front of or on the side of the home, nor can they leave them at the street for extended periods.

Tenants living in a home located within a community that utilizes dumpsters rather than individual trash bins, will be required to sign a Community Grounds Maintenance Addendum, and pay a monthly grounds maintenance fee of \$10 per month. This agreement outlines the tenants' responsibilities regarding trash disposal and pet waste disposal if applicable, and defines the scope of the fee and work related to it.

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Move in Condition:

Tenant is required to complete an Inventory and Condition Form upon move in. This document will be provided at time of move in.

This form must be returned to our office within 5 days. If tenant fails to complete and return this document, it is understood that there are no discrepancies and therefore tenant will be responsible for any damages at move-out.

This form is NOT a request for repairs. All repair requests must be individually submitted via the tenant portal.

Property Modifications:

*Tenant cannot modify the property in any way without prior **written** consent from TF.*

Prohibited Modifications include, but are not limited to:

- Satellite Dishes. (Direct TV, Dish Network, etc.) NOTHING can be attached to the shingles of the roof.
- Painting of walls, trim, doors, etc. is not allowed.
- Changing flooring or fixtures

Appliances:

Each property includes a refrigerator, washer, and dryer. These appliances must remain on the property and must be kept operational. TF nor tenant can store the appliances off site.

Keyless deadbolts:

The purpose of keyless deadbolts is to protect you while you are inside the property. It is not intended to protect your possessions while you are away.

When you leave the home, ensure that all keyless deadbolts are disengaged. This will prevent you from being accidentally locked out of the property.

If a garage door opener should malfunction/lose power, or if one of the door locks should not work while a keyless deadbolt is engaged, it will be impossible to access the property with a key. If you are locked out of the property due to the keyless deadbolts being engaged, you are responsible for all costs incurred in order to gain access to the home.

Lost or Misplaced Keys:

In some cases, we may have a duplicate key available in the office. These keys are available should you lose your keys or lock yourself out. Only those named in the lease can pick up keys, and identification is required. The keys must be returned within 24 hours or you will be charged for key replacement. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours.

If we bring a key to you, you will be charged a \$75.00 trip charge. This option is only available during normal business hours and if we have staff available, it is not always an option. If you lock yourself out after hours you will need to contact a locksmith at your expense.

Winter Weather:

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

- Heat must 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.

Renters Insurance:

It is **REQUIRED** that all tenants obtain liability insurance. Renters insurance that covers your belongings is also **HIGHLY RECOMMENDED**. The owner's insurance on the property covers the dwelling but does not cover a tenant's personal belongings or damage due to tenant-related accidents or negligence. Your tenant portal will require you to either sign up for liability insurance or upload proof of insurance, prior to your move in. There will be an option to combine Renters Insurance with your Liability policy if you choose to obtain that coverage. If proper policy evidence is not provided a policy will be force placed on your account and billed monthly.

Tenant First is in no way affiliated with the insurance companies used by AppFolio.

LRG reserves the right to make changes to our Rules and Regulations, due to revisions of the Texas Property Code, City Codes or changes in our Policy and Procedures, without prior notice.

Violations of these guidelines shall constitute a breach of the TAR Lease Agreement.

In any case where a conflict appears between these guidelines and the TAR Lease Agreement, the conflict shall be resolved in favor of the TAR Lease Agreement.

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Tenant Signature Date

Landlord/Landlord's Representative