

LEASE ADDENDUM

Landlord's Rules, Regulations & Fees

- Eanes Properties Property Management
- Office #: 512-263-7333 E-Mail: eanesproperties@gmail.com
- www.EanesProperties.com

This Lease Addendum ("Addendum") is to be incorporated in and made part of the Lease Agreement between the Landlord and you ("Tenant" or "Tenants"). The Lease Agreement and all Lease Addendum(s) and any riders thereto shall be collectively referred to as the "Lease Agreement".

Landlord and Tenant agree as follows:

INSURANCE

Landlord's insurance policy does **NOT** cover loss or damage to Tenant's personal property and belongings. Tenant is **required to obtain a Renter's Liability insurance policy with minimum limits of \$100,000** and must maintain such coverage during the entire time the Lease Agreement is in force. Tenant agrees to provide proof of insurance to Landlord by the start of the Lease Agreement. Tenant may obtain insurance coverage as required from any insurance carrier authorized in the State of Texas, and is not required to purchase the coverage from any specific source.

REPAIRS

Repair requests **must be in writing** unless it is an emergency. For the quickest response fill out our online maintenance request form at: <http://eanesproperties.com/maintenance-request/> or send an email to eanesproperties@gmail.com Make sure to include a valid phone number for our contractor to reach you to schedule service. Any repairs found to be caused by Tenant's negligence will be billed back to the Tenant. Some common ones are jammed garbage disposals, plumbing stoppages, A/C issues due to the lack of changing the filter and accidental lock out. **Tenant is responsible to pay an \$80 trip charge for any missed repair appointments made with our vendors.** This fee will also be charged if the tenant deadbolts the property and prevents enter when an appointment has been scheduled.

An **emergency repair** is one that is detrimental to Tenant's health or safety or a threat to the property. If Tenant is experiencing a **true emergency the Tenant can call us 24/7 at 512-354-9668** to report the issue. The following items would constitute an emergency call after hours: Fire, water leak that cannot be controlled, sewage back up or electrical short. In the event of a water leak that cannot be controlled locate and turn off the water to the appliance by turning the knob located near the appliance or under the sink to the off position. The water to the

house can be turned off at the street cut off valve to minimize the damage. This valve is located near the front of the house at the street, look for a metal lid, lift and look for the valve to turn it off. If you smell gas leave the property and immediately call the gas provider to report the emergency to them so they can shut off the gas. **If there is a fire or bodily injuries requiring medical attention call 9-1-1.** Typically, Items such as non-working air conditioning, heaters, continuously running sprinkler systems, and accidental lock out are not emergencies and need to be reported during normal business hours. Send us a written request for those items and we will address them as soon as possible. **If you call us at our after-hours emergency line for something that is not an emergency we may charge you a \$75 fee.**

Air conditioning is one of the most common repairs requested. You **MUST change the A/C filters** monthly. If the system stops working turn it off immediately to minimize the damage and submit a written request it needs repair. If we send a vendor out to repair the system and find it was caused by the filters not being changed or any other Tenant negligence, Tenant will be responsible for the cost to repair/replace the damage caused.

SMOKE DETECTORS

Smoke detectors will be provided in all the required locations and checked to be operating properly prior to your move-in. Tenants are responsible to check the batteries at least once a month. If a battery needs to be replaced Tenant is responsible for doing so. If a smoke detector does not operate upon checking it and after replacing the batteries Tenant must notify Eanes Properties in writing immediately. Tenant is not allowed to remove or unhook the smoke detectors.

ACCIDENTAL LOCK-OUT

If a Tenant locks themselves out contact Eanes Properties during normal business hours and we will assist the Tenant in getting a key to gain entry. If a Tenant locks themselves out after hours they will need to contact a locksmith at their expense to gain access. Do not lock all the deadbolts in the house and then leave through the garage as this is a common way Tenants lock themselves out. If something malfunctions with the garage door opener or there is a power outage Tenant will have no way to gain access and neither will we without a locksmith's assistance which will be charged back to the Tenant(s). Tenant has inspected premises, locks, and latches and agrees that premises are safe and acceptable.

OWNER-SUPPLIED APPLIANCES

Items such as refrigerators, washers, dryers, ceiling fans, garage door openers, wine fridges and water softeners are sometimes provided by the Landlord for Tenants use. If any of these items should break, the Landlord is not required to repair or replace them. It will be at the Landlord's

sole discretion to decide what/if anything to repair/replace. Tenant may choose to repair the item at Tenant's expense if the Landlord chooses not to at their expense. If the Landlord decides not to repair/replace the item and the Tenant also does not want to repair/replace the item, then the item will be removed by the Landlord.

TENANT RESPONSIBILITY

Certain maintenance items the Tenant is expected to be responsible for.

- If a home has an alarm system that the Tenant would like to use the Tenant is responsible to coordinate that service and any needed adjustments to the alarm system for use. Landlord makes no guarantees or warranties, express or implied, concerning the alarm system. If you will have an activated alarm system you are required to obtain and pay for a city permit for that. Upon activation of the alarm system you must immediately provide management with your code and any special alarm instructions for lawful entry into the unit when no one is there.
- If the pilot light is to go out you will be responsible to have it re-lit.
- Landscaping (unless stated otherwise in your lease) including cleaning leaves out of the gutters, trimming shrubs, pulling/treating weeds and keeping the lawn edged, fertilized and mowed is a tenant responsibility. If the sprinkler system needs to be set on a different watering schedule or any adjustments to the settings on it you will arrange that.
- A property with a wood burning fireplace or gas logs the Tenant wants to use but is not sure how to use the Tenant will arrange and pay for instruction on that item to use it safely.
- Interior extermination costs desired within your unit are a Tenant expense.
- **All plumbing stoppages will be charged to the Tenant unless found to be in the main line.** Do not flush large quantities of toilet tissue, paper towels/wipes, Q-tips or any feminine hygiene products down the toilet. All these items can cause a clog in the line and cause a back- up.
- These items are in addition to the items listed in the lease agreement the Tenant will be responsible for. These items will not be items the Landlord pays for.

SECURITY

Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency or if a potential crime is suspected. Neither the Landlord nor the Landlord's Agent provides guarantees or warrants security. Neither the Landlord nor the Landlord's Agent represents the property is safe from criminal activities by other residents or third parties.

HOME OWNERS ASSOCIATION ("HOA")

Tenant is responsible for obtaining a copy of any HOA rules/regulations for the neighborhood and to comply. If there are any warnings issued or fines assessed by the HOA for violations of HOA rules during the term of the Lease Agreement and are determined by the Landlord to be due to actions or inactions of Tenant, Tenant will remedy the violation immediately and will be charged back for any fines. **The most common HOA fines we see are from failure to bring trash cans out of view past trash day, failure to mow, weed or edge a yard or trim shrubs, parking a trailer or boat in the driveway or on the front curb, parking too many cars at a home and moveable basketball hoop or items stored in view from the front yard. Eanes Properties can charge a \$35 administration fee in addition to any fines assessed by the HOA for handling the HOA violation letters.**

MOVE-IN INVENTORY & CONDITION FORM

Tenant acknowledges they have received a blank Move-In Inventory and Condition Form to be completed and returned to Eanes Properties within 4 days after their lease start date. The items listed on the Inventory and Condition Form will be taken into consideration upon the Tenant's move out. **If we do not receive your Move-In Inventory & Condition form by the deadline, you accept and acknowledge the unit is in good condition. Maintenance requests are not taken from the Inventory & Condition form. You must submit a written repair request for any necessary repairs.**

UTILITY TRANSFER

Tenant agrees that utilities will be transferred over for the lease start date. **We will charge a \$75 fee if a new tenant fails to connect utilities for their lease start date.** In addition to this fee tenant will be charged pro-rated utility charges.

LEASE RENEWAL FEE

There is a **\$60 administration fee** on all lease renewals due at the time the lease renewal is signed.

OCCUPANCY CHANGE

We must be notified of any changes in occupancy. Any changes in occupants must have Landlord approval. A new roommate must complete an application, pay the non-refundable application fee, qualify according to our criteria and be added to the lease **PRIOR to anyone**

new moving in. There is a \$100 occupant change out fee. This fee is charged when a lease must be modified to remove or add any approved tenant after the original lease has been executed.

RETURNED PAYMENT

If a payment is returned for insufficient funds or an error on the Tenants part a \$50 fee will be charged. This fee will apply to an actual check or electronic payment. This is in addition to any late fees that apply.

COURT COSTS

In the event a tenant has received a Notice to Vacate and fails to bring their account current, an Eviction Suit will be filed in the Justice Court. **We will charge an \$80 court filing fee.** This fee is to cover the cost of preparing the necessary paperwork and the time to file in court. This charge is in addition to any cost charged by the court. In the event a trial is scheduled due to tenant(s) failure to resolve any issues surrounding the Notice to Vacate a **\$150 court appearance fee** is charged to offset the cost of an employee appearing in court. This charge is in addition to any cost charged by the court.

MOVE OUT FEES

In addition to any actual damage charges, **Eanes Properties will charge \$75 to tenants as an admin fee if the property is not left per our move-out instructions** and we have to coordinate any vendors for items the tenant should have completed (cleaning, repairs caused by tenant, trash haul-off). You are expected to return the property in the same condition you received it, normal wear and tear excepted. Normal wear and tear means deterioration that occurs without negligence, carelessness, abuse or accident. **You are responsible for returning all keys, pool cards and garage door remotes. The cost of replacement is \$15 per key, \$25 per pool card and \$70 per remote. If you had a pet on the property, we not you will arrange to have the carpets/flooring professionally cleaned, deodorized and flea treated and those actual costs will be deducted from your deposit.**

COMMON MOVE OUT CHARGES

The following is a list of the most common charges that are taken from the security deposits of our tenants after they move out IF the tenant leaves these items undone. The prices shown are **APPROXIMATE** costs. The final deductions will be based on the actual cleaning and repair costs so costs may vary. This list is not all inclusive but is to serve as an idea of the charges that can occur.

*Clean the full interior of the property \$150-\$700 depending on the size and how dirty the property is. *Carpet Cleaning per room \$80-\$95 *Painting per room \$300-\$400 *Haul Trash, debris or other items \$150+ *De-Flea \$150 *Pest Control \$95 *Clean Refrigerator \$75 *Door Replacement \$150+ *Paint front or back door \$90-\$150 *Small Sheetrock Repair \$125 *Larger Sheetrock Repair \$150-\$400 *Replace dirty A/C filters \$40 per *Clean A/C grill \$15 per *Replace Light Bulb \$5+ per *Replace specialty bulb \$15+ per *Toilet Seat \$40 *Window \$150+ *Screens \$30+ *Mini-Blinds \$60+ *Light Fixtures \$50-\$150 for like kind fixture *Pet Waste Removal \$125+ *Garage Sweep out \$70 *Fireplace Cleaning \$40+ *Battery for Smoke Alarms \$10 *Replace damaged or taken down smoke alarms \$25-\$45 per *Power Wash front or back Patio \$95 *Vertical Blinds \$40+ *Clean interior of drawers/cabinets \$75 *Paint interior of pantry \$75 *Replace Drip Pans \$40 *Clean stove/Oven \$100 *Clean Floors \$70+ *Clean Tub \$30 Clean Toilet \$30 per *Replace exterior door \$300+ *Re-Install doors on track \$35+ *Tub Stopper \$15+ per * Trip Charge \$50

Actual Cost and Labor will be charged for: Counter repair, vinyl or tile replacement, Carpet Replacement, Weed beds & yard, Replace or Repair Lawn, Painting, Smoking related damages, Trim Shrubs and Fence Damages.

INDEMNIFICATION

Tenant shall indemnify, defend and hold harmless Landlord and Landlord's Management, as well as Landlord's Agents or Management's Agents from all injury (and any resulting or related claim, action, loss liability, or reasonable expense, including attorney's fees and other costs) occurring in any portion of the premises. The indemnity provided for in this paragraph will survive the end of the term, and will apply even if injury is caused in whole or in part by ordinary negligence or strict liability of Landlord or Landlord's Management, or the Agents of either. If an injury is caused by the gross negligence or willful misconduct of Landlord or Landlord's Management, then the paragraph will not require indemnification on the part of Tenant.

RIGHT TO ENTER

Landlord and landlord's management may enter the property as set out in the lease to enter the Premises. In the event of any need for repair or maintenance, the Tenant understands that the area of the premises which the Management or Management's agent must access for purpose of undertaking repair or maintenance must be free of any obstruction which would inhibit Management or Management agent's ability to access repair or maintenance. An obstruction includes but is not limited to furniture, personal possessions of any kind, trash, debris, appliances, exercise equipment, pool tables or automobiles that inhibit access to the

area needing the repair or maintenance. In the event that an obstruction prevents the Management or Management's agent in any way from obtaining immediate and unrestricted access to an area for purposes of accessing repairs or maintenance, tenant agrees that Management will have the authority to hire manual labor to move any such obstruction necessary to access repairs or maintenance. Tenant agrees to reimburse Management for the expenses incurred in hiring manual labor in the amount of \$20 per hour per laborer for the time period expended by the laborers to move the obstruction. TENANT AGREES TO HOLD MANAGEMENT AND MANAGEMENT'S AGENTS INCLUDING REPAIRMEN AND THE MANUAL LABORERS HIRED BY MANAGEMENT HARMLESS FOR ANY LOSS OR DAMAGE TO PROPERTY MOVED PURSUANT TO THIS PARAGRAPH. TENANT AGREES TO INDEMNIFY MANAGEMENT/LANDLORD IN THE EVENT OF ANY CLAIM FOR LOSS OR DAMAGE RESULTING FROM RELOCATION OR REMOVAL OF OBSTRUCTIONS. Any delay in the completion of requested repairs due to the need for Management to hire manual laborers and move any obstructions shall not be considered in determining any reasonable time period for the completion of the repair.

FORCE MAJEURE

If the Management/Owner is prevented from completing performances of any obligations herunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, sabotage, shortage of labor, materials, utilities or other occurrence whatsoever which is beyond the control of the Management herto, the Management/Owner shall be excused from any further performance of obligations and undertakings hereunder to the full extent of law allowed under Property Code.

PROHIBITED ACTIVITY

Tenant may not engage in activities that negatively impact the right to the quiet, safe and peaceful enjoyment of the property by neighbors. Tenant's engagement in such activities, in the reasonable view of the landlord or landlord's management, will constitute an actionable default under the lease. Further, tenant may not engage in activities that interfere with the safe and/or efficient management of the property. Engagement in such activities will constitute an actionable default under the lease.

CONTACT INFORMATION

Tenant must promptly inform Management of any changes in the Tenant's phone numbers (home, work, and mobile) and email contact not later than 7 days after a change. Sometimes it may be urgent that we are able to reach you.

SEVERANCES

If any portion of this lease addendum shall be said to be invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable. But instead shall be enforced to the maximum extent permitted by law.

WAIVERS

Management past delay, waiver, or non-enforcement of this Lease will not be deemed to be waiver of any other breach by Tenant or any other rights in this lease.

Tenant _____ Date _____

Tenant _____ Date _____

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Tenant _____ Date _____

Landlord or Agent for Landlord _____ Date _____

Landlord or Agent for Landlord _____ Date _____