



www.daytownrealty.com

Tenant Acknowledgements

I (We) acknowledge \$40 Lease Administration Fee, will be due prior to move in.

I (We) acknowledge that the Tenant Lease Video from the Texas Association of Realtors may be watched online at www.daytownrealty.com.

I (We) acknowledge Daytown Realty Resident handbook "Rules and Regulations" and understand that they are an addendum to and part of the Residential Lease Agreement.

Rules and Regulations can be viewed at www.daytownrealty.com under "Tenant > overview"

I (We) acknowledge Homeowners Association Rules (HOA) can be viewed at www.daytownrealty.com under "Tenant Services"

I (We) acknowledge receipt of the Inventory & Condition Form and understand that it must be completed and returned to Daytown Realty or email to contact@daytownrealty.com with clear version copy within 7 days of the lease commencement date.

I (We) acknowledge that utilities may not be on at the property and I must order them and transfer service immediately to avoid an interruption in service.

I (We) acknowledge the \$10.00 processing fee must accompany all rent payments that are not paid through Daytown Realty online payment system(<https://daytown.appfolio.com/connect>)

I (We) acknowledge that unauthorized occupants are not allowed and that there will be a \$500 per person charge, plus \$50.00 per day additionally, for each violation of the occupancy restrictions, per the lease agreement.

I (We) acknowledge Daytown Realty has a **Zero Tolerance Policy for late rent payments and will not waive or negotiate late fees**. Rent is due in our office on or before the first day of the month. No exception Even if the first day of the month falls is a Sunday or Holiday.

Do we ever make an exception to this policy?

Fair Housing Laws require that we treat every tenant equally and the only way to do that is to enforce the rules the same way for everyone, therefore we enforce late charges across the board.

I (We) acknowledge that the lease agreement gives Daytown Realty authorization to have periodic surveys of the property performed for the property owner.

Initials _____ Initials _____

I (We) acknowledge that the lease agreement gives Daytown Realty authorization to place the property on the market for rent and show the property for the last 30 days of the lease agreement.

I (We) acknowledge receipt of a copy of Protecting Your Home from Mold.

I (We) acknowledge receipt of a copy of Renters Insurance Information and Liability to Landlord Insurance program Information.

I (We) acknowledge that we must change and maintain a/c filters. change AC filters at least once a month and once every 3-months that filters in the attic(if applicable), if tenant fails to comply it causes AC broken, AC repair fee will be charged at tenant's expense

I (We) acknowledge that we must to buy renter's insurance annually.**MUST** attach renter's insurance to tenant's page at system/or email it to **account@daytownrealty.com**

I (We) acknowledge that in order to prevent misunderstandings, all Tenant communications with Daytown Realty must be in writing. For all non-emergency communications, please email us at **contact@daytownrealty.com**

I (We) acknowledge that all repair requests must be in writing. Maintenance requests can be placed through the resident online portal or at www.daytownrealty.com. Note: emergency repair requests may be called in, please follow up these requests in writing. Note: **a repair to the heating and air conditioning system is not an emergency.**

I (We) acknowledge that Mailbox keys are only issued by your local Post Office branch. You can pick up your mailbox key by calling (800) 275-8777. Ask USPS-Press 00 to bypass the main menu Give the customer service person your address and zip code and they will tell you which Post Office services your property.

I (We) acknowledge that if we get a Satellite Dish or similar signal reception device(s) as well as any mounting hardware that we must get written approval from Daytown Realty and \$250 security deposit is required prior to making any satellite installation. The deposit will be used to return all wiring to "cable ready" condition, remove any satellite specific cables, remove dishes, repair roofs/decking/siding, remove poles, and correct any other changes resulting from the satellite installation. If no corrections are required, the deposit will be refunded.

I (We) acknowledge that if we are allowed to go on a month to month lease, the month to month rate is \$125+ more than our current lease rate.

Initials _____ Initials _____

Tenant Fee Schedule

These charges have been put in place to offset the cost and time involved needed to address each issue listed below on behalf of the tenant.

Failing to Transfer or Connect Utilities Fee - \$75

Fee charged when tenant fails to connect utilities in tenant's name after taking possession of the property. In addition, tenant will be charged prorated utilities charges.

"Notice to Vacate" Eviction Posting Fee - \$75

This fee is charged when rent is late and we have to physically deliver or post Notice to Vacate at the property. The \$75 charge will be assessed to the tenant in addition to late charges.

Certified Letter Fee - \$25

This fee will be charged for any occasion the tenant is sent a certified letter for negative reasons. Examples are: a pending eviction, an unauthorized pet, failure to respond to email and telephone correspondence from Daytown Realty; or any other lease violation

After Hours Maintenance Fee - \$50

This fee is charged to a tenant in the event an after-hours maintenance call is required for a routine service call. We understand that tenants have careers and can only be home at certain times after work or on the weekend the same applies to our staff. It is the policy of Daytown Realty to not perform any work on a property on behalf of the tenant without the tenant being home to allow for access to the home. We feel this will avoid issues of missing items in the home, or any uneasy feelings of key security. This fee will be assessed on a case by case basis and does not apply for emergency calls such as HVAC or water issues.

Failure to make the property accessible for showings for any reason Fee - \$75 per occurrence.

If Landlord or Landlord's agents are denied or are not able to access the property for any reason; Pets, Deadbolt left lock, Security System Armed, Etc.

HOA & Lease Violation Administration Fee - \$25

This fee will be charged anytime the homeowner or Daytown Realty receives a letter for rule enforcement from the Homeowner's Association (HOA) and/or tenant has violated a condition of the lease agreement. This fee is in addition to any fine charged by the Homeowner's Association.

The most common examples are the lawn needing to be mowed and edged (tenant responsibility), the garbage cans left insight from the street on non-garbage pickup days. unauthorized boats or trailers parked in the driveway or on the street, unauthorized pet on the property, unauthorized trampolines, etc. **If Daytown Realty must re-inspect property for a Tenant's lease violation, Tenant will also be charged a \$75 inspection fee per occurrence.**

Initials _____ Initials _____

Rental Verification Fee - \$25

Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease.

Lease Processing Fee For Lease Modifications - \$75

This fee would be charged if a tenant wants an administrative action taken that will cause their lease agreement to be modified. If a tenant wants to remove an occupant from a lease agreement, add an occupant to a lease agreement, add a pet to a lease agreement or anything that will cause the lease to be modified, a processing fee of \$50 will be charged to the tenant.

Lease Renewal Fee - \$50

This fee would be charged once a tenant signs a lease renewal with Daytown . This covers the administrative costs for preparing and executing a lease renewal and offers the convenience of electronic signatures.

Make Ready Coordination Fee - \$150

This fee would be charged if Daytown has to make additional arrangements to provide maid service, lawn service, carpet cleaning, or repairs to any damages done to the home that calls for repairs because of tenant negligence. Receipts are kept for costs involved and can be provided to tenant. This fee meant to cover the administrative cost in organizing this work on the tenant's behalf.

Failure to return keys - \$75

Failure to turn in key means that the tenants have not turn possession of the property back to Daytown Realty and tenant can be charged additional rent. The lease states the tenants must return all keys, remote controls and pool and property access passes. Failure to return the keys causes additional staff time locate and coordinate the re-issuance of these devices. Actual charges for lost remotes and pool or gate access devices will be charged the replacement value.

Holdover Fee - Three Times Monthly Rent

This fee would be charged if the tenant has remained in the home after the proper 30-day notice to vacate was delivered in accordance with the lease agreement. Per the lease, a charge of three times the monthly rent will be applied. (Reference: Para 22 of the Texas Residential Lease)

Stop Payment Fee - \$50

This fee is charged if a tenant does not receive a check from Daytown Realty for any reason that is the fault of the tenant. An example would be if we were provided the wrong forwarding address and our check to you is lost in the mail. This necessitates a stop payment on that check and issuance of another check. We are charged a fee for stop payment by our bank and that cost would be passed along to the outgoing tenant.

Initials _____ Initials _____

Re-issue Check Fee - \$25

This fee is charged to tenant when through the fault of the tenant a check is lost and Daytown Realty must re-issue a check to them. It usually coincides with the stop payment fee.

Court Filing Fee - \$580 for 1 tenant- \$680 for 2 tenants

In the event a tenant has received a Notice to Vacate and fails to bring their account current, an Eviction Suit must be filed in the Justice Court. This fee is to cover the cost of preparing the necessary paperwork and the time to physically file at the court. This charge is in addition to any cost associated with the eviction including but not limited to attorney fees and cost charged by the court.

Collection Administration Fee - 5% of balance owed.

This fee will be charged to a tenant in the event we have to initiate a collection to recoup any funds owed to Daytown Realty or the property owner. This will include rent, late fees, NSF fees, or any other past due items. All charges listed above are assessed on a case by cases basis. This list does not encompass all possible charges that can occur in the handling of tenant issues during and after the term of the lease agreement. This fee does not cover any fee that the Collection company may charge.

REQUIRED TENANT LIABILITY INSURANCE

All tenants are required to maintain property damage liability insurance on behalf of the landlord and property manager. Coverage is required in the amount of one Hundred Thousand Dollars (\$100,000.00) for damage to both landlord's and third party's property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup. Daytown Realty shall be named as an interested Party on Resident's policy. Such policy shall be written as a policy not contributing With and not in excess of coverage that landlord may carry and must waive all rights of subrogation against landlord and property manager. It is agreed that landlord carries insurance for its protection and that the tenant is not a beneficiary of such insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated in the Lease Agreement regardless of existing landlord insurance.

Tenants may OPT-OUT of purchasing this required insurance through landlord's approved vendor by providing written proof to the following three items PRIOR to the signing of this lease agreement :

1. Evidence of Required Insurance levels to show the Policy is in effect, when it will start when it will end, and who is named on the policy.
2. Daytown Realty must be named as an "Additionally Interested" party to the insurance. binder provided by the tenant.
3. The Tenant Liability coverage has to be equal to or greater than *\$100,000 in Tenant Liability Coverage to the Property.

Initials _____ Initials _____

Failure to Maintain Insurance: If the tenant's coverage for their self-directed tenant liability insurance is lapsed by either non-payment or non-renewal, Daytown Realty will place that tenant under Liability to Landlord Insurance program by default for \$12.50 per month plus a \$75.00 set up fee.

Cost of Liability to Landlord insurance program: \$9.50 per month plus a \$3.00 per month administration fee for a total of \$12.50 per month. This insurance can be provided to the tenant at \$12.50 per month and added to the tenant ledger for payment each month. Tenant has the right to Opt-Out of this requirement by providing adequate and acceptable coverage as illustrated in this paragraph and approved by landlord.

NOTE: It is liability coverage only, not renters insurance and **DOES NOT** cover tenants' belongings.

Disclosure Rights

If someone requests information on your rental history for law enforcement, governmental, or business purposes we may provide it. Also we may report rental payment date to credit agencies.

Property address

Tenant Signature

Date

Tenant Signature

Date

Initials _____ Initials _____