

**AAA Realty**  
**5953 FM 141 Ledbetter, TX 78946**  
**512 567-3038**  
[aaa.realty@yahoo.com](mailto:aaa.realty@yahoo.com)

## **Exhibit "A"**

### **Notice of owner's Non- Liability for Resident's Property**

1. The lighting of pilot lights and furnaces shall be the responsibility of the resident.
2. Resident is required to carry appropriate renter's insurance of a minimum of \$300,000 liability, add AAA Realty (All Across Austin) as "Additionally Insured", and provide Landlord with coverage proof within seven (10) days from lease start date.
3. At resident's expense shall change the HVAC air filters at least once per month.
4. Resident will add 2-4 cups of bleach down HVAC condensation drains every 30 days from March – October to prevent algae build up in drain line and backing up into home. If line backs up, tenant is responsible for HVAC line clearing service and any damage caused by the drain line backing up.
5. Landlord or Landlord's agent may do yearly inspections to check the condition of the property and the AC filter. These inspections may be at any time or day with a minimum of 24 hours notice. We would appreciate cooperation during this time as not allowing the landlord or landlord's agent to enter after being asked more than twice may result in a fine. Resident is responsible for any damage to the HVAC system caused by the Resident's negligence.
6. Within 60 days prior to the expiration of the lease, Landlord or landlord's agent may place a sign on the property and make the key available on premises in a lock box to facilitate the showing of the property to prospective buyers and or residents. The property may be shown at will. After the first attempt to contact the resident, the property will be on social media and the MLS. The property can be shown by independent Realtors. The lockbox code will be given out to Realtors to be shown. The showing hours are between 10am and 7pm, seven days a week, 365 days a year upon written notice of non-renewal. The property will be kept in show-able condition, clean and accessible at all times, even during the moving process. Lack of cooperation will result in deposit forfeiture. If you have a few specific needed dates of not showing during the 60 days those can be considered if given prior. The other option to not showing would be to pay an additional full month's rent for each month you decide not to show, paid prior to the showing and is non-refundable. Example, if there's 60 days then that would be two months full rent. This in an all or nothing proposition, meaning we will not pro-rate not showing days.
7. Rent shall be paid using a direct deposit or transfer at the following:
  - a. **(For application fees & deposit) Zelle.Com**

**Account info: Tonia McCoy, (512)567-3038 & [aaa.realty@yahoo.com](mailto:aaa.realty@yahoo.com)**

**b. Rentcafe**

**You will be given an invite and instructions on how to set up your account**

**c. 5953 FM 141 Ledbetter, TX 78946**

**Paid to the company address only if arrangements are made**

8. Resident shall keep yard and landscape in good condition and keep shrubs/tree limbs trimmed away from roof, house, street, & driveway.
9. Resident will water the yard and shrubs/trees in the landscape to keep the grounds healthy. Foundation watering and landscaping watering are not the same thing.
10. All repair requests shall be in writing and sent to [AAA.Realty@yahoo.com](mailto:AAA.Realty@yahoo.com) except for emergencies which can be done over phone at 512-567 3038
11. Smoking/vaping is NOT allowed inside the property or close to its entry/exit doors
12. Resident shall be responsible for:
  - a. Resetting of breakers/fuses
  - b. Plumbing backups except those caused by tree roots or frozen pipes
  - c. Proper septic tank maintenance caused by neglect if applicable.
  - d. Operational maintenance of water softener, swimming pool, hot tub if applicable
  - e. Damage resulting from burglary or forceful entry
  - f. Damage resulting from failure to report to Landlord any malfunctions or abnormal operations of equipment at the property. Simply report incidences right away
  - g. Replacement of all non-working light bulbs including interior, exterior, yard lights, appliance lights, pool lights, etc.
  - h. Replacement of all HVAC filters, smoke alarm batteries, minimum every 30 days.
  - i. If someone must come to replace the filters residents will be charged an \$80 to \$100 trip fee.
  - j. Cleaning the drain pipe with bleach and/or cleaning vinegar on a monthly basis minimum.
  - k. Tightening of screws, nuts, bolts on hardware not requiring specialized training.
  - l. Excessively high water or utility bills resulting from the failure to report problems.
  - m. Screen repair or replacement if applicable
  - n. Broken glass repair including windows, mirrors, light fixtures, etc.
13. Landlord will not reimburse Resident for any repairs performed or ordered without written authorization from Landlord.

14. Tenant will drip faucets, cover exterior hose bib faucets during times of below freezing temperatures.
15. Resident is responsible for reimbursement to Landlord for utilities used during the term of the lease if resident does not transfer into resident's name, disconnects or utility provider disconnects prior to lease expiration and must be turned on by landlord.
16. Any items that happen to be at the property such as icemakers, washers and dryers, water softeners, window screens, ceiling fans, garage door openers, wiring or internet/phone/cable, alarm systems, etc. are not expected to be included in properties owned by Landlord. At times, such items do exist at a property but will not be repaired or replaced should they quit working. They will be left at property if found there.
17. Garage doors work as intended at the time of move in. Tenant is responsible for any garage door repairs including coming off track, alignment, or broken wheels. Landlord is responsible for a broken spring.
18. 4 cars maximum, 2 inside the garage, 2 in the driveway and No boats, RVs, Trailers or company vehicles with logos. Cars are to be parked on paved surfaces and not in the yard.
19. If the home experiences a main sewer line back up on the water/sewer provider's side of the meter, it is the tenant's responsibility to call the management company and we will come fix, clear or repair lines at the resident's cost.
20. If the property is regulated by a Homeowners Association (HOA), the Resident is responsible for any fines due to the Resident's actions or lack of actions. For example, not keeping the yard maintained, leaving trashcans in view on non-trash days, having unregistered or non-functioning vehicles, etc.
21. Residents must learn and know how to operate all systems of the home, regardless of any language barriers or situation. Any billings, breakages, clogs, or other repairs to any system caused by not reporting, misuse of or not knowing how to use systems will not be covered or paid out by management or owners. This is solely the resident's responsibility. Residents must know how to use, operate and maintain all systems of the property. For example, the fireplace, if there are birds in the chimney then you would need to hire a chimney sweep to take care of it. If you suspect a leak of any kind, please call the manager first for instructions, outside of an emergency.
22. Electric and water must be left on ten days after the move out date and if they are not left on you will be charged for the usage and any fees that occurred in cutting them back on. Three days will be added to the cost and taken from your deposit, the fees, and the usage cost as well. Any and all cost from them cutting it off before the 10 day mark, regardless of what it is, you are directly responsible.
23. All the bricks/stones or decorative items and landscaping, mowing, edging, and trimming must always be maintained, front and back yards, or the owner will select a company to do these items monthly and charge you, the resident, the billing as it is given to us.
24. Tenant will water foundation using soaker hoses May through October for no less than 3 hours/week to decrease foundation movement. You can use soaker hoses

and most homes provide a hose but if one is not provided, the resident is still responsible for a hose and if it needs to be replaced. If the foundation cracks and it can be proven that it was caused by resident neglect or other, then the resident will be charged for the damages.

25. If given the property with grass, trees/shrubs and landscaping and the something in the yard dies due to resident neglect or other, despite any weather or water restrictions, then the resident will be charged to restore the yard, whether that means a couple of pallets of grass or a monthly service, whatever it will take to restore the yard to its prior state before move in.
26. This is to notify you that the owner is not liable for damages to or loss of YOUR property caused by robbery, vandalism, fire, smoke, water leakage, hail, ice, snow, lightning, wind, explosion, interruption of utilities or any other occurrences by nature or otherwise.
27. You will not change keypad/door locks at any door without written notice and approval given by Management Company or be subject to all cost to re key, repair and/or replace locks or keys to allow management/ owner access to home.
28. You will have to pay for coil cleaning and /or repairs in full at the time of service . if the filters are not maintained on a monthly basis and a coil freezes up or other damage occurs from buildup of dust debris or pet hair. Please do change filters monthly. Coil cleanings and ac tune ups are upwards of \$600.00 to \$1000.00 dollars.
29. Pest control is the responsibility of the Resident including but not limited to insects, rodents, vermin, etc. Pest control will not be done on a monthly basis. If there is an issue. Please call the office and we will be glad to assist you however possible.
30. It is not permitted to cover windows with anything that doesn't have a white back. Blinds in windows must be in good order from outside of the dwelling. No furniture will be left around property or any improper place., it must be broken down and put inside the trash can. Do not throw trash such as beer cans, beer caps, tabs, and cigarette butts on the ground. Any other form of littering will not be permitted and there will a fine of \$25.00 to \$50.00 that will be billed to your account and any monies taken will go to these fines first before going to rent.
31. You may not store or use bar-b-que pits, gas grills, or incinerators of any kind within 10 feet of any bldg. on the property. This includes porches, walkways, and grassy areas. IT IS A FIRE HAZARD. This brings a heavy fine from the Fire Dept. on the individual who lives in the dwelling. Any questions or comments may be addressed to the Fire Marshall's Office, which one depends on the property.
32. Any resident requesting a lock change will be charged \$35.00 for a door lock and \$20.00 for a mailbox lock. The manager must approve any additional locks and devices before being installed. Our maintenance staff will install any locks for you if approved. Any locks that are put on any door that is not approved will be taken off and residents will be charged for any damage and labor caused. If you are locked out during business hours bring a picture I. D. proving you are on the lease. A key will

be given to you to open your apt. Your I. D. will be kept until the return of the key. After hours, please call (512) 567-3038 and someone will be paged out to open your dwelling. **There will be a \$50.00 after hour charge and you will (without exception) be required to show a valid picture I. D. and be on the current lease or you will not be admitted in the dwelling.**

33. Tenant hereby agrees and acknowledges that the tenant has inspected the property and is aware that the property is not equipped for senior living. Tenant will be staying at the property at their own risk. Landlord shall not be liable, and tenant hereby waives all claims against landlord for any damage to any property or any injury to any person in or about the property by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of landlord entities harmless from and against any and all lose, claims, liability or costs(including court costs and attorney’s fees) incurred by reason of (A) any damage to any property or any injury to any person occurring in, on or about the property to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of tenant, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (B) the conduct or management of any work or thing whatsoever done by the tenant in or about the property or from transactions of the tenant concerning the property; (C) tenant’s failure to comply with any and all government laws, ordinances and regulations applicable to the condition or use of the property or its occupancy; or (D) any breach or default on the part of tenant in the performance of any covenant or agreement on the part of the tenant to be performed pursuant to this lease. The provisions of the article shall survive the termination of this lease with respect to any claims or liability accruing prior to such termination.

Leasee \_\_\_\_\_

Leasee \_\_\_\_\_

Leasee \_\_\_\_\_

Leasee \_\_\_\_\_

**States where only “low THC, high cannabidiol (CBD)” product use is legal**

States that allow cannabidiol product use but still ban recreational and medical marijuana have generally done so to treat children with treatment-resistant forms of epilepsy.

Texas is one of these states.

States where possession of small amounts of marijuana is still a crime.

Move-Out Instructions and Security Deposit Refund Criteria
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Paragraph 39 of your lease states “You must thoroughly clean the apartment OR HOME, including doors, windows, furniture, bathrooms, kitchens appliances, patios, balconies, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you do not clean adequately, you will be liable for reasonable cleaning charges... including charges for cleaning carpets, draperies, furniture, walls, etc. that is soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident or abuse).”

To avoid misunderstandings regarding the security deposits that are made at the time you signed your contract, the following information is provided. Release of the security deposit is subject to the following provisions:

1. The full term of the contract has expired.
2. A written notice of intent to vacate must be given 30 calendar days prior to said date of vacating. Verbal notice is not acceptable. (No exceptions will be made) all forwarding addresses must also be in writing and on notice at time of submission.
3. The pro-rated rent for your last days of residency is due on the first day of the month in which you plan to vacate, along with payment of previous balances or charges to your account. Failure to pay will result in further late fees. (Security deposit cannot be applied to rents due.)

**Some items BUT not limited to that you will be charged for if not cleaned or taken care of is:**

4. Ceiling fans (including top part facing ceiling)
5. Windowsills
6. Working battery in smoke alarm
7. Sweep and wipe down of walls and trim (any hand, food, smudges etc.)
8. Filling all nail holes properly, not noticeable (no patchwork is acceptable)
9. All floors swept and mopped with mild detergent (oil soap for wood floors)
10. Bathtubs, showers, toilets, mirrors, sinks and tile free of mildew, soap build-up, lime deposits, cleaner residue.
11. Kitchen cleaning: refrigerator clean (defrost where applicable), cleaning under stove and fridge, stove top clean, under stove top, clean or replace drip pans, stove oven
12. Kitchen sink, and garbage disposal clean and free of food waste: cabinets and drawers clean and all shelf paper removed
13. Mini blinds clean and dusted
14. Carpets professionally steam cleaned, and pet treated invoice must be provided
15. A professional house keeping must be done and invoices provided for both carpet and housekeeping If still not up to standards you will be charged for any extra needed items, possible even full cleans if not done correctly and in great detail.
16. Damage to property beyond normal wear and tear will result in charges due at the time of move out. Refer to your lease if you have questions.

17. All keys must be labeled and returned by midnight of the day you are vacating. An office night drop box slot is available for this purpose. Failure to return front door and mailbox keys will result in rent occurring and being charged to your account. Fees do not stop until keys are turned in to office.
18. The apartment must be void of all personal items. Completely void.
19. All litter must be cleared, including items on balconies and patios.
20. Clean all counters and vanity tops
21. Door tracks should be closely vacuumed.
22. Vacuum and /or shampoo carpets if needed. Best to do it if there is a question or doubt.
23. All cabinets and drawers must be wiped clean and shelf paper removed.
24. Sink and disposal should be scrubbed.
25. All plumbing fixtures and basins must be cleaned and shined.
26. Removal of all decals, stickers and self-done items from bathroom and any other rooms.
27. Clean all glass throughout the property.
28. Windows, seals, baseboards must be free of smudges and /or scuffs. Clean woodwork and walls of fingerprints and spots.
29. The kitchen range, top elements, oven and oven racks, range window, vent hood, hood filter must be cleaned. Clean or replace reflector pans.
30. The kitchen refrigerator must be fully cleaned inside and out with all shelves and doors intact. No food left.
31. Fans and blinds must be wiped down and left in operational order.
32. Wipe down any walls that have excessive smudge marks on walls, banisters, or baseboards.
33. Remember to clean all of dwelling cleaning may not be limited to this. If in doubt clean it as to avoid being charged any fees. Landlord will have carpet professionally cleaned upon move out of which Resident will pay invoice amount. **A professional cleaning and carpet cleaning must be performed.**
34. Turn in keys and any device given to you as part of the lease to access the dwelling.
35. Close all windows, locks and secure all doors. Woods floors will be maintained, and warm water used only. Upon leaving they will be restored and made as was when home was rented.
36. Return any tags and stickers that were given as part of the lease, you could be charged if not returned to office with the keys at day of move out. They cannot be mailed unless arrangements have been made in writing beforehand with the manager.
37. Deposits will be used to make home remarkable or returned with in 30 days of move out date that is in writing. If no date is in writing, then the 30 days falls back to date notice was received in office by management.
38. If any damages or charges exceed deposit resident will be charged, and if account goes unpaid the account will be given to collections for recovery.

All cleaning charges, unpaid rent and late fees and any other unpaid charges or damages will be deducted from your security deposit.

**Include with your keys and remote(s) for the garage and your forwarding address.**

**IF YOU DO NOT TURN IN YOUR KEYS/POOL KEYS/GARAGE REMOTES ON THE DAY YOU VACATE THE HOME AS STATED IN THE MOVE OUT NOTICE YOU PROVIDED OFFICE, YOU WILL BE CHARGED ADDITIONAL RENT FOR EACH DAY UNTIL THE KEYS ARE TURNED INTO AAA Realty. IF YOU DO NOT RETURN KEYS, YOU WILL BE CHARGED FOR A LOCK CHANGE AND ANY NEW KEYS/REMOTES AND POOL KEYS AS GIVEN AND POSSIBLY RENT AS YOU ARE HELD LIABLE FOR HOME UNTIL KEYS ARE TURNED OVER TO MANAGEMENT. WE HAVE 30 DAYS TO RETURN YOUR DEPOSIT FROM THE ACTUAL MOVE OUT AND/OR END OF LEASE DATE. PLEASE GIVE A FORWARDING ADDRESS TO THE MANAGEMENT COMPANY DURING MOVE OUT OR ELSE YOUR DEPOSIT WILL NOT BE MAILED.**

Remember to look at the schedule of costs for any items you may not have done and remember that these costs are estimated and may not be a complete list. They are subject to change as companies change their pricing and/ or fees also change. Also remember your deposit is meant, the sole purpose is to return your dwelling back to rentable condition.

Date:

Manager:

Resident(s):

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**5953 FM 141 Ledbetter, TX 78946**  
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<b>Estimated schedule of costs (some items may not be on list)</b>	
Carpet stains, burns, tears, frays, or replacements	\$30.00 sq ft
Drapes or blinds torn, damaged stains, broken replaced	\$75.00
Doors- replaced	
Exterior	\$500.00
Interior	\$125.00
Walls- repair and replace	\$505 Minimum
Sheetrock	\$21.50 sq ft
Counter tops resurfacing or replacement	Actual cost
Glass replacement	Actual cost
Light Fixture- fixtures- replaces	\$75.00
L/R –D/R chandelier	Actual cost
All other	\$70.00
electrical- other	Actual cost
Replace switch plates	\$5.00
Replace light bulbs	\$5.00
Miscellaneous Repair/replacement	
a. Repair Porcelain chips	\$19.50each
b. Replace door fixture	\$35.00
c. Missing keys	\$26.00
d. Broken mail box	Post office cost
Appliances and sanitary ware	Actual Cost
Replace or Repair	
Dishwasher/ Refrigerator	
Vent Hood, Disposal, Sink, Tub	
Basin, or Repair	
Dishwasher- refrigerator	
Vent Hood, Disposal, Sink, tub	
Basin, or Toilet	
Trash Out Apartment	actual cost
Kitchen	
1. Clean stove and /or refrigerator	
2. Clean/strip/wax floor	
3. Replace reflector pans-stove	
4. Replace Ice Trays – refrigerator	
5. Replace stove or refrigerator racks	
6. Replace faucets	
7. Replace broiler pans	
Bath	
1. Clean toilet, shower stall, basin or tub	\$10.00 each
2. Clean and strip tile floor	\$20.00 sq ft
3. Remove decals, basin and tub	Actual Cost
4. Remove mirror	Actual Cost
5. Replace shower head	\$150.00
6. Replace faucet	\$96.00
7.	

Miscellaneous repair/resurface		
1.	Replace exhaust fans	\$200.00
2.	Replace medicines cabinets	Actual Cost
3.	Replace towel bars, soap dish	\$50.00
4.	Replace wall porcelain tile	Actual Cost
Supplemental Schedule of Costs		
1.	Wipe down	\$150.00
2.	Light clean	\$200.00
3.	Medium clean	\$250.00
4.	Heavy clean	\$300.00
5.	Tile damage	actual cost
6.	Replace mini blinds	actual cost
7.	Burns	actual cost
8.	Locks or re-key	\$70.00each
9.	Close light fixture	\$27.00
10.	Switches	\$9.00each
11.	Receptacle	\$20.00each
12.	Globes	\$19.00each
13.	Paint touch up- all apt	Actual cost
14.	Full paint- all apt	actual cost
15.	One wall	\$250.00
16.	One bedroom	Actual cost
17.	Two bedroom	Actual cost
18.	Three bedroom	actual cost
19.	Washer/ dryer	actual cost
20.	Clean patio	\$10.00
21.	Exterminate	\$215.00
22.	Deodorize from pets or smoking/ other	\$actual cost
23.	Clean counters and cabinets inside and out	\$29.00
24.	Replace sink or tub stoppers	\$5.00
25.	Replace toilet	\$250.00
26.	Replace toilet seat	\$55.00
27.	Replace sink faucets	\$85.00 each
28.	Replace tub fixtures	\$75.00 each
29.	Replace shower rods	\$25.00Estimated
31	Pool keys/garage remotes/keypads	\$100.00 each

**Prices or costs subject to change with out notice**

Date:

Manager:

Resident(s):

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