

Bettinger Realtors, Inc.

# **Resident Policies and Procedures**

P.O Box 151345 Austin, TX 78715 (512)282-5427 office.bettinger@gmail.com

## Welcome to Your New Home!

#### **Moving In**

The owner has made every effort to have the home in good condition for your arrival. You are being provided with a Move-In Property Condition form. Complete this document and return it our office within 7 business days of move in. The Move-In Property Condition form is for your protection. You should list any pre-existing damage or deficiency in the property. We will utilize this form when the move-out survey is completed at the time of move out. All utilities must be transferred into tenant's name prior to move in date stated on the lease. Utility transfers will be verified on the day prior to move in date by the management company. Tenant Initials: \_\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_\_,

#### Keys

Keys are provided to you at move-in. If you choose to change your locks during your lease, you must provide Bettinger Realtors, Inc. with a copy and return the locks to Bettinger Realtors, Inc. prior to your move-out.

The purpose of the keyless deadbolt is to protect you while you are inside the property. When you leave the house, please leave the keyless deadbolts disengaged. This will prevent you from being locked out of the house and us if there is an emergency. If the garage door openers should not work for any reason, you would be locked out of your home.

If you lock yourself out during our office hours you may pick up a spare set of keys at our office. We require a \$50.00 deposit which will be fully refunded to you if the keys are returned to our office within 24 hours. After hours lockouts require a locksmith at your own expense.

#### **Office Hours**

The property management office hours are Monday-Friday 9:00-5:30. We are closed on weekends and holidays. If you have a repair that is not an emergency you must submit a written request. Any after hour's emergency should be reported to 512-282-5427.

#### **Rent Payments**

Rent payments are due in full on the 1st of the month and are late after 11:59 pm on the 3<sup>rd</sup>. Payment should be in check, money order, or cashier's check and many payable to:

Bettinger Realtors, Inc. P.O Box 151345 Austin, TX 78715

#### IMPORTANT: HOLIDAYS, WEEKENDS, & POSTAL DELAYS DO NOT EXCUSE RENT BEING RECEIVED AFTER THE 3<sup>rd</sup>!

To avoid any errors in processing your rent payments, please put your address on your check.

Tenant Initials \_\_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_

Landlord's Agent

#### Late Payments

When paying late, owners will only accept full payment by bank check or money order. If your check is returned due to non-sufficient funds, your rent is considered late until you provide Bettinger Realtors, Inc. sufficient funds. Please refer to the table below for appropriate late fees. (Chart reflects late fees as well as late fees plus NSF fees) Tenant Initials:

Lute	I ayment I	uble
Day of the Month	Late	Late Fees & NSF
1		\$30
2		\$30
3		\$30
4	\$50	\$80
5	\$65	\$110
6	\$80	\$140
7	\$95	\$170
8	\$110	\$200
9	\$125	\$230
10	\$140	\$270
11	\$155	\$300
12	\$170	\$330
13	\$185	\$360
14	\$200	\$390
15	\$215	\$420
16	\$230	\$450
17	\$245	\$480
18	\$260	\$510
19	\$275	\$540
20	\$290	\$570
21	\$305	\$600
22	\$320	\$630
23	\$335	\$660
24	\$350	\$690
25	\$365	\$720
26	\$380	\$750
27	\$395	\$780
28	\$410	\$810
29	\$425	\$840
30	\$440	\$870
31	\$455	\$900

#### Late Payment Table

#### Walk Through Assessments

Bettinger Realtors, Inc. conducts walk through reports of all properties in order to provide valuable feedback to the property owners. We'll arrange for a professional to visit your home on the 4<sup>th</sup> & 9<sup>th</sup> month to make sure all aspects of the home are being kept up to Texas property code. We will notify you in advance of the day we will be in your area but we do not schedule timed appointments, as it is not necessary for you to be home. Tenant Initials:

## **Maintenance of Your Home**

#### A/C and Heating Filters

Please change your air filters at the first of each month when you pay your rent. It's an easy reminder. Failing to change your filters each month results in high electricity bills and decreases the life of the unit. Any cleaning or repair done to the AC/Heating unit caused by failure to perform mandatory changes will be charged to you, the tenant. In addition, if our vendor has to provide you with a new air filter a \$50 charge per filter will be assessed. Tenant Initials:

#### A/C Drain Lines

If your property's A/C system has a drain line with an opening in it, pouring a cup of bleach or vinegar down the drain tube every 3 months can prevent the line from clogging up with algae and flooding the property. Dripping water from the line or under the unit is a sign that the primary drain is clogged and requires professional maintenance. Report this to our office immediately so that we can send a repairman. Operating the unit under these conditions can result in water damage to your home and property.



#### **Electricity Doesn't Work**

Check the breaker box to see if any switches are in the off position. Next, try resetting the GFI plug, which is usually found in the kitchen, garage, or bathroom. If circuit breakers keep tripping, the circuit may be overloaded with appliances and you'll need to make adjustments.



#### **Pest Control**

Residents are responsible for interior and exterior pest control upon taking possession of the keys. Do not store any wood against the house or fence as this increases risk of termites and is very costly to the homeowner. If you notice any wood destroying insects in or around your home, please notify our office immediately. Tenant initials:

### Smoking

Smoking is not permitted inside the property.

#### **Smoke Detectors**

Smoke detectors are for your safety. It is your responsibility to check the working condition and replace the batteries as needed. We recommend using a spray smoke detector tester. If after replacing the batteries you find the detector does not operate properly, contact our office immediately for repair or replacement.

#### **Toilet Overflow**

If a toilet is overflowing, shut off the water supply valve at the wall. If you cannot unstop the toilet yourself with a plunger, submit your maintenance request to us online at www.gdaapm.com. Only contact our emergency line if it is outside of office hours and all of your toilets are not working.

#### Winter Weather

Texas weather can change rapidly. During a potential freeze warning the home heat should maintain a minimum of 65 degrees. All exterior faucets must be adequately wrapped and insulated. It is also advised to allow inside faucets to drip water and to open cabinet doors to expose plumbing fixtures to be heated.

#### Yard Maintenance and Water

You are responsible for the upkeep of the yard. To prevent being charged for re-sodding the yard, please water as needed to maintain healthy grass and landscaping. All shrubs are to be kept trimmed and cut back and flower beds kept free from weeds. Also please store trash containers out of sight of the front street.

Tenant Initials\_\_\_\_\_, \_\_\_\_,

## Garbage Disposal

Overloading your garbage disposal will cause the safety button to kick in and turn off the disposal. Before doing a maintenance request for the garbage disposal, reset the safety overload. Wait three or four minutes for the motor to cool then push the button on the bottom of the motor.

#### Landlord Agent\_\_\_\_\_







## **Repair Requests**

All repair requests must be in writing and include your name, daytime and evening telephone numbers, property address and specific problem or request. Please submit your request by going to **austinpropertymgt.com** and clicking on the **"Repair Request"** tab. You do not need to be present during any repairs. Maintenance staff will have access to your property. Be sure front door keyless deadbolt is unlocked.

#### **Emergency Repairs**

Please report anything relating to the property under the lease that is threatening to life, health, or the property. **Report your emergency by calling 512-282-5427.** 

**Climate Control:** No air conditioning if temperature is over 90 degrees or no heat if temperature is forecast to be below freezing.

Broken pipe or free flowing water: Turn off water valve or exterior water main.



Gas Odor: Turn off gas at the appliance, open windows.

**Electrical Problems**: Check all the breakers by flipping them hard to the OFF position and then hard to the ON position and reset any GFI breakers.

**Toilet Stoppage:** This is an emergency only if ALL toilets have backed up or overflowed. One toilet not working should be reported as a NON-EMERGENCY.

Non-Emergencies such as no hot water, non-working oven, non-working dishwasher, or garage door opener should be reported as routine and NON-EMERGENCY maintenance. Submit your request in writing as described above.

## **Move-Out Procedures**

In anticipation of your move out, your lease agreement requires that you leave the property in a clean and undamaged condition. We have provided a list that will be used by Bettinger Realtors, Inc. to inspect your unit after move out to determine what charges, if any, will be deducted from your security deposit.

\*Bettinger Realtors, Inc. Move-Out Guidelines is available at our office.

We have every intention of returning your security deposit, provided you have fulfilled your agreement with us. Please read the following information to help ensure a full return of your deposit without any misunderstandings:

- 1. According to the terms of your lease agreement, Bettinger Realtors, Inc. has 30 days to return your security deposit. Security deposits will be mailed to the forwarding address in 30 days.
- 2. All move-out notices must be in writing and delivered to 2015A Monarch Drive, Austin, TX 78748. Tenant must verify that the move-out notice has been received by Bettinger Realtors, Inc. with-in 3 Business days.
- 3. To avoid any additional charges against your deposit remember to clean your unit inside/outside thoroughly. We require you to have the carpets professionally cleaned by a property management approved vendor and provide the receipt to us at the time of move-out.
- 4. Cooperate with the showings of the property whether for sale or re-rental, keeping it in a presentable condition.
  - Your lease agreement authorizes us to place on the property a key box containing a key to show the property during the last 30 days of your lease or at any time the Landlord lists the property for sale.
  - If agents are denied access or are not able to access the property because of tenants' failure to make the property accessible, tenant will be charged a trip charge of \$100.00
  - Failure to allow reasonable showings during the final 45 days of the lease constitutes default of the lease. The security deposit can be forfeited, in its entirety, for this reason.

#### I hereby attest that I have received the tenant Policy and Procedures from Bettinger Realtors, Inc.

#### 5921 BACK BAY LANE AUSTIN, TX 78739

Property Address	
Tenant Signature	Date
Tenant Signature	Date



## A/C AND HEATING FILTER CHANGE NOTICE

The Residential Lease Agreement makes the Tenant responsible for supplying and changing the heating and airconditioning filters at least once a month. Properties with pets should change filters more frequently. We also require that you use pleated filters, unless there is a permanent filter in the unit.

Failure to perform this service affects the efficiency of the A/C and heating units (which adds to your electric bill), causes the unit to work harder, and shortens their operating life. Not changing the filter on a regular basis results in the blower coil becoming dirty, thus requiring premature cleaning. You could be charged for this cleaning which costs \$350 or more. In addition, if it is determined the HVAC unit is not functioning properly due to dirty air filters, all costs associated with service requests including but not limited to the vendor's trip charge will be assessed to the Tenant.

The best way to remember to change your filter is to buy several at once and store them inside the furnace cabinet. We recommend you change out the old filter with a new filter once a month when you send your rent check.

Sincerely,

Bettinger Realtors, Inc.

Tenant(s) Initial\_\_\_\_\_, \_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Date

Landlord's Agent Initial	_
Date	

## SMOKE DETECTOR/CARBON MONOXIDE ADDENDUM

Resident and Landlord mutually agree as follows:

1. Resident is leasing from landlord the premises located at:

#### 5921 BACK BAY LANE AUSTIN, TX 78739

- 2. This agreement is an addendum and part of the lease agreement and/or any lease renewals or extensions relating to the premises.
- 3. The premises shall include one or more smoke detectors. It is agreed that resident will test the smoke detector within 48 hours after occupancy and inform Landlord immediately if detector(s) is not working properly.
- 4. It is further agreed that the Resident will be responsible for testing the smoke detector(s) at least once a week. If there is no sound after testing the unit, Resident agrees to inform Landlord immediately if detector(s) is not working properly.
- 5. Resident understands that if said smoke detector(s) is battery operated. It will be the Resident's responsibility to insure that the battery is in operating condition at all times. If after replacing the battery, smoke detector(s) will not operate, Resident must inform landlord immediately in writing. Resident also agrees to replace battery upon vacating the premises at move out.
- 6. If the property contains gas, Resident is aware that carbon monoxide is a byproduct of gas. <u>It is colorless</u>, <u>odorless</u>, <u>and very lethal</u>. Landlord and Owner strongly recommend the installation of a carbon monoxide detector at Resident's expense. Resident agrees to hold harmless owner and Owner's representative if carbon monoxide poisoning occurs.

<mark>Tenant</mark>

**Date** 

Landlord's Agent Date

**Tenant** 

**Date** 

#### LEASE ADDENDUM REGARDING MOLD

#### Address: 5921 BACK BAY LANE AUSTIN, TX 78739

Owner: BILL HARRIS, SHAREE HARRIS

#### Tenants: YOUSEF SHAJRAWI

#### ADDENDUM TO RESIDENTIAL LEASE AGREEMENT CONCERNING THE PROPERTY (LEASED PREMISES)

To minimize the occurrence and growth of mold in the leased premises. Tenant hereby acknowledges receipt of the Bettinger Realtors, "Mold Information & Prevention" material and agrees to the following.

- 1. **MOISTURE ACCUMULATION**, Tenant shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in kitchen and bathrooms when necessary (if available); and keep climate and moisture in the leased premises at reasonable levels.
- 2. CLEANLINESS, Tenant shall clean and dust the leased premises regularly, and shall particularly keep the kitchen and bath areas clean.
- 3. NOTIFICATION OF MANAGEMENT, Tenant shall promptly notify management <u>in writing</u> of the presence of the following conditions:
  - A) A water leak, excessive moisture, or standing water inside the leased premises.
  - **B**) A water leak, excessive moisture, or standing water in any part of the property.
  - C) Mold growth in or on the leased premises that persists after resident has tried several times to remove it with household cleaning solutions, such as Lysol or Pine-Sol disinfectants, Telex Mildew remover, or Clorox or a combination of water and bleach.
  - **D**) A malfunction in any part of the heating, air conditioning, or ventilation system in the leased premises.
- 4. **LIABILITY**, Resident shall be liable to Owner for damages sustained to the leased premises or tenant's person, guests or occupants, or property as a result of Resident's failure to comply with the terms of this Addendum.
- 5. **VIOLATION OF ADDENDUM**, Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies if possesses against Tenant at law or in equity.
- 6. ADDENDUM SUPERSEDES LEASE, In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. The LEASE ADDENDUM REGARDING MOLD is incorporated into the lease executed or renewed between Owner and Tenant.

Tenant:	_Date:	Landlord's Agent:
Tenant:	_ <mark>Date:</mark>	Date:

#### MOLD INFORMATION AND PREVENTION

#### ABOUT MOLD

Indoors and out, in both old and new construction alike, mold is found virtually everywhere in our environment. Molds have existed practically since the beginning of time and all of us have lived with mold spores all our lives. Mold breaks down organic matter in the environment and unless the end-product for its food source: without molds, we would all be struggling with large amounts of dead organic matter. They are naturally-occurring microscopic organisms that reproduce by spores. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow.

#### PREVENTING MOLD BEGINS WITH YOU

In order to minimize the potential for mold growth in your home, you must do the following:

Keep your home clean, especially the kitchen, bathrooms, carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or the nutrients required for mold growth. Immediately throw away moldy food.

Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and connection valves, especially if the leak is large enough for water to seep into surrounding walls. Turn on any exhaust fans in the bathroom before you turn on the shower and in the kitchen if you are cooking with open pots. When showering be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, experts recommend that after taking a shower or bath, you: 1. Wipe moisture off the shower walls, shower doors, the bathtub and the bathroom floor, 2. Leave the bath door open until all moisture on the mirror and bathroom walls has dissipated, and 3. Hang up your towels and bath mats so that they will completely dry out...better yet, toss them into the dryer!

Promptly notify management <u>in writing</u> about any air conditioning or heating system problems you discover. Make sure that you are changing your air conditioner filters monthly. It is also recommended that you periodically open windows and doors on days when the outdoor weather is dry to help humid areas of your home dry out.

Promptly notify management in writing about any signs of water leaks, water infiltration or signs of mold. We will respond in accordance with state law and your lease to repair or remedy the situation, as necessary.

#### AVOID MOLD GROWTH IN THE FIRST PLACE

It is most important to prevent excessive moisture buildup in your home. Failure to promptly pay attention to leaks and moisture that might accumulate on surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level.
- Overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifies, refrigerator or A/C drip pans or clogged A/C condensation lines.
- Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, tubs, or tubs.
- Washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking.
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

#### MOLD ON NON-POROUS SURFACES

If small areas of mold have already occurred on non-porous surfaces, such as ceramic tile, formica, vinyl flooring, metal, wood or plastic, the federal environmental protection Agency (EPA) recommends that you first clean the areas with soap and water, let the surface dry, and apply a spray household biocide (such as Lysol, Pine Sol, Tilex or Clorox Cleanup within 24 hours). Note only a few of the common household cleaners will actually kill mold. Tilex and Clorox contain bleach that can discolor surfaces, so avoid spraying near carpet and painted surfaces. Be sure to follow instructions on the containers. Be aware that applying biocides without first cleaning away the dirt and oils from surfaces will impair the effectiveness of the solution.

Tenant's Initials \_\_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,

Landlord's Agent
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Always clean and apply a biocide to an area 5-6 times larger than the visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a HEPA filter can be used to help remove non-visible mold products from porous items such as upholstered furniture, drapes and carpets. If the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

#### MOLD ON POROUS SURFACES

Visible mold on porous surfaces, such as sheetrock walls or ceilings, or larger areas of mold on non-porous surfaces should not be cleaned with a biocide. Instead, notify management <u>in writing</u> and we will take appropriate action in compliance with Texas property Codes, subject to the special exceptions for natural disasters. We will want to insure that the visible mold is not an indicator of a larger problem, such as an ongoing leak within a wall. We may also need to contact the owner's insurance company for any coverage to water damaged areas. Should that become necessary, your cooperation in expediting entry into the home is essential in order to minimize the mold growth.

#### COMBATTING MOLD IS A TEAM EFFORT

Following the guidelines given will help prevent mold growth within your rental home, and will allow both you and the management to be able to respond correctly if problems develop that could lead to mold growth. If you have questions about these guidelines, please call your property manager for clarification. If you fail to comply with the steps contained herein you can be held liable for property damage to the home and any health problems that may result. Management cannot fix problems in your home unless we know about them, so it is imperative that you notify us immediately in writing if you believe a problem exists. We appreciate your cooperation!

Tenant:	Date:	
Tenant:	 Date:	

Landlord's Agent:\_\_\_\_\_

Date: \_\_\_\_\_

#### LEASE ADDENDUM FOR INTRUSION ALARM

Intrusion Alarm: If your dwelling is equipped with an intrusion alarm, it must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants and guest are your responsibility alone. Your use of the alarm system is optional. You are responsible for all false alarm charges for your dwelling. Any alarm equipment installed is required to remain in the property.

<u>Permit from City</u>: You are required to obtain a city permit if you will have an activated alarm system. It is your responsibility to obtain the permit. You will also be responsible for any fines due to excessive false alarms.

**Follow Instructions:** You agree to use reasonable care in operating the alarm and to follow any written instructions furnished to you or appearing on the alarm system itself. If you are unclear about operating the unit, it is your responsibility to get such information from the alarm company who will be monitoring the property. Under no circumstances should you attempt to operate the alarm system if you are unclear on how to arm and disarm the system-you will be charged if management is required to send someone out to shut off the alarm.

Alarm Company: If you wish to have the system monitored, it will be your responsibility to make such arrangements with an independent alarm company to activate and maintain the system at your own expense. If the owner of the property pays for a monitoring service, you must contact management to report mechanical malfunctions; management will accommodate your maintenance request as quickly as possible, but will not be liable for the period of time that the system is non-functional. Again, you understand that the system should <u>never</u> be relied on for your personal safety or security. If the service is paid by the owner, any repairs to the alarm system not authorized by management will be at your own expense.

**Entry by Owner**: Upon activation of the alarm system, you must immediately provide management with your code and any special alarm system instructions for lawful entry into the unit when no one is there. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information. You will also be responsible for vendor trip charges if you do not disarm the system for any scheduled maintenance.

<u>No Warranty</u>: Landlord makes no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.

Liability: Landlord is not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.

<u>Emergencies</u>: Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact management. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely to cut off by you. Landlord has made no promises or representations regarding the alarm system except those in this Addendum.

Tenant:	Date	Landlord's Agent:	
		Date:	
Tenant:	Date		