



# **Move-in SURVIVAL GUIDE**

## **Resident Handbook**

**Please keep this handbook in a safe place for future reference.**

# Welcome!

## GENERAL INFORMATION

### OFFICE HOURS ...

- ❖ **Monday through Friday 9am to 5pm**, Saturday and Sunday by appointment.
- ❖ Mailbox to the **left of the front door** for rent payments and resident mail drop off.
- ❖ Online Tenant ACH Payments.
- ❖ 24/7 Maintenance Hotline Open 365 Days a Year

Equity Real Estate Property Management  
110 Navarro Suite 200  
College Station, Texas 77845

Phone: (979) 696-4464

[www.equitybcs.com](http://www.equitybcs.com)



**Welcome!** We are excited to have you as a resident and look forward to getting to know you. Our **MISSION** is to provide an unsurpassed living experience through our dedication to customer service.

We have prepared this **Tenant Handbook** to help guide you & assist you in answering basic questions that may arise. This handbook is provided as part of your lease agreement and outlines your responsibilities to us and the property you have decided to lease. Please read each section carefully and contact us with any questions. **OUR GOAL IS TO BE READILY AVAILABLE** to you at all times! Along with exceptional customer service, we also provide you with tools to make your life easier. This includes **24-HOUR ACCESS** to our website to process rental payments & submit maintenance requests.

We hope that your living experience with us will be a pleasant, comfortable & memorable one! Please feel free to contact us with any questions or concerns at **ANY** time!

To help make your experience a pleasant one, please read through the **Resident Move-in Survival Guide** to familiarize yourself with us, important rules to remember, emergency guides, and important contact information. Please **DON'T HESITATE** to stop by our office if you need any help or just to introduce yourself; we want to get to know each one of our residents!

We look forward to working with you. Enjoy your new home and thanks again.

**The Equity Real Estate Property Management Team**

# **IMPORTANT WHEN YOU FIRST MOVE-IN ... FROM THE Equity Real Estate Property Management Team**

## **WHEN YOU FIRST MOVE IN**

- ❖ **Make Your New Home Ready For YOU (making your new home ready to move-in):**  
Please note that no oral agreements have been made regarding move-in conditions. It is at the manager's discretion as to what will be done to a rental unit after a resident moves out. Every effort is made to clean a unit, and perform maintenance, but due to the volume of apartment turnover at seasonal times of the year, it is almost impossible to catch every maintenance item to perfection. **Please bear with the office** and maintenance staff upon move-in, in making repairs following your move-in.
- ❖ **Get to Know Your Home.** When you first move in, locate the breaker box and note the location of the **GFI breaker and breakers for the stove, oven, water heater and AC system.**
- ❖ **LOCATING THE WATER SHUT OFF VALVE FOR THE HOME ...** The water shut off valve is usually located in the front yard near the sidewalk or road or sometimes in a flower bed around the perimeter of the home/building. Also, locate the shut off valve for the hot water heater, all sinks and toilets.
- ❖ **Locating these items now will prevent or minimize water damage later.** Location of A/C Filters At move-in. familiarize yourself with the location of the A/C filter, which must be **replaced monthly**, in accordance with your lease.

## **LEASE AND HANDBOOK**

- ❖ Read your lease. No, **seriously read it.** It won't be the most exciting night table material, but you'll thank yourself when you do read it. A lease is a binding legal contract. It creates a binding relationship between you and your landlord. What are you agreeing to? If you don't understand, ask questions before you sign it.
- ❖ **Part of Your Lease -** This Resident Handbook is part of your lease and is legally binding on both parties.
- ❖ We have made every effort to have your home in good condition for your arrival.

## **MAINTENANCE-YOUR NEW HOME**

- ❖ Your property is our priority, so we are fast to initiate response to non-emergency maintenance requests via phone and our website within 24 business hours. Emergency maintenance is available 24 hours a day to handle late night, holiday, and weekend urgent resident calls.
- ❖ The Property - You have leased a home . . . think of it as your own. During the term of this lease, you are in possession of the house and yard. Your obligations are similar to those of the property owner, and you are expected to care for and maintain the premises.

## **MOVE-IN CONDITION FORM**

- ❖ **RETURN ... NO MORE THAN 3-5 AFTER YOUR LEASE BEGINS.**
- ❖ INVENTORY AND CONDITION FORM SHOULD NOT BE USED AS A REQUEST FOR REPAIR WORK.
- ❖ When you rent a home from **EQRE Property Management**, we make every effort to see that all items are in good working order.
- ❖ Please report any maintenance issues within the first **24-48 HOURS** of possession.
- ❖ Make sure you go through the home thoroughly and test all mechanical items to assure they are functioning properly. An **assessment** of the home is done prior to you moving in.

- ❖ Should you find anything in the home that you feel could be counted against your security deposit, you must provide a list and photo of each item **NO MORE THAN 24-48 HOURS AFTER YOUR LEASE BEGINS**. No move-in maintenance will be issued until the form is completed, **EXCEPT FOR emergencies**.
- ❖ This will be the benchmark we will use when you vacate the property to establish charges for damages. After you sign the official move-in inspection, we cannot add to the list. See your lease for more details.

**PEST CONTROL ...** Please report a pest problem within your first 3 days of possession. If not reported in writing, it is agreed that the premises have **no infestation** of any kind. Any future infestation of any kind, less termites, is considered resident responsibility. Resident is responsible for reporting any suspected or known insect infestation. **EQRE Property Management** assumes no responsibility for the control of roaches, mice, rats, ants, fleas, or other pests. Residents will be charged for any damage caused by uncontrolled pests.



**UTILITIES...** **Keep Utilities on.** Failure to keep utilities on (and bills paid) during your stay may result in a default of your lease. Never turn the heat or air conditioning off during your vacations, especially during cold weather. When utilities are off, there is an increased possibility for burst water pipes, mold, break-ins, etc. Keep garage doors closed during cold snaps, as garages often do not have the insulation houses do and pipes freeze easily. **Keep utilities on at all times.**

**Keep Utilities on** through the Move-out Inspection. You must keep utilities on through the move-out inspection according to your lease agreement. If they are not on for our inspection, the \$75 re-connect service charge plus hard costs will be assessed.

**IMPORTANT TO NOTE** Disclaimer of security warranties: Owner does not provide, guarantee, or warrant security. The owner does not represent that the dwelling unit or apartment complex is safe from criminal activities by other residents or third parties. The existence of a drive-through service, perimeter fences, outdoor lighting or any other service that may be provided is not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. **Clever criminals can defeat almost any kind of criminal deterrent.** Owner representatives or drive through services, or even the police, cannot physically be every place at every moment of the day or night. The owner assumes no duties of security, except to proceed with diligence to repair any such system after actual notice that they are defective. The owner reserves the right to cancel or reduce any security-related mechanism or personnel listed above, if provided, at any time. **Remember to call the police first if trouble occurs or if potential crime is suspected.**

## **QUICK REFERENCE ... GUIDELINES AND REMINDERS**

### **TO HELP MAKE YOUR STAY A LITTLE MORE COMFORTABLE**

Mail the rent so we receive it by the fifth of the month. If hand delivered **after hours, put it in the mailbox by the front door.**

Per your lease agreement, you agree to comply with all the following rules and regulations. Please note that the Landlord has the right to modify these rules from time to time.

- 1.** This is your **"home"** for the next year treat it with the same care as you would treat your own home. **Do not** install anything (e.g. satellite dish) that causes a hole through the roof, the vinyl coated exterior, any wall, or the ceiling. **Do not** hang anything from the ceiling, Use small nails to hang pictures, etc. The following **are not** acceptable: adhesive hangers, 'sticky tab', screws, plastic screw anchors, molly bolts, and hollow-wall anchors.
- 2.** Do not replace any of the doorknob sets on the bedroom/ bathroom doors—the landlord must have access to all rooms at all times.
- 3.** We strongly suggest you use the tamperproof window locks; do not leave the wrench near a window.
- 4.** Do not go into or store anything in the attic.
- 5.** Vacuum the carpet regularly and use a product like **"Glory"** to clean up stains. The longer a stain is in the carpet, the harder it is to remove. A throw rug inside each exterior door will help keep floor coverings clean.
- 6. Call the office for all repair requests or go online and submit.** The office staff will contact maintenance who will arrange to have the repair request taken care of. If the repair is "tenant cause," prompt reimbursement is appreciated.
- 7.** The **PET POLICY** must be approved in advance: no dogs/cats at any time—not for an hour, overnight, or the weekend **UNLESS PREAPPROVED**. The first sign of a pet will cost you **\$100.00/pet plus \$25.00/day**, and Landlord may, in its discretion, declare the Lease to be in default.
- 8.** If your lease includes lawn care, we will do our part to keep the lawn and shrubbery looking their best. **Your part includes:**
  - ❖ Do not park or drive on the lawn, including trailers.
  - ❖ Do not store personal items on the grass— (blocking sprinkler heads will cause damage.
  - ❖ Store the city's' trash dolly close to the house.
  - ❖ Do not dump "spent" charcoal or anything on the lawn that will kill the grass
  - ❖ Provide a container for cigarette butts.
  - ❖ Keep newspapers picked up from driveway and yard—stopping their delivery when all tenants are gone.
  - ❖ Wading pools should not be left on the lawn unless in use.
- 9.** Do not plant anything edible around the front shrubs—chemical sprays to the shrubs could cause illness.
- 10.** When no one will be in the unit overnight or longer, during the possibility of freezing temperatures, put the thermostat in the heat mode and set it at 55 degrees. Damage from frozen pipes can be substantial to all property. You are liable for the damage if you fail to take proper precautions.

- 11.A/C & HEATING;** When cooling your unit please do not set the thermostat below **72**; if you do and the evaporator coil freezes, you may be liable for the charges.
- 12.TOILETS** have minimum water available and thus are more susceptible to clogging. **Do not** use the toilet to dispose of: **A)** feminine hygiene products, **B)** plastic products (like Q-Tip's) that can't dissolve, or **C)** large quantities of paper. Use a 6" dia. Plumbers' Friend to unplug the toilet. Call the office and shut off the water supply if it won't unplug.
- 13.**If your bathtub drains slowly, unscrew the tub plug and remove the blockage—usually hair. Resident **responsible** for clogged plumbing.
- 14.**If any **ELECTRICAL APPLIANCE** (or the air conditioner/furnace) does not work, check to see if the circuit **breaker is in the thrown position**. Call the office and we will walk you through this process. If it is thrown, shut off the appliance. To reset the breaker, first move it to the "off" position and then switch to the "on" position. Turn the appliance on and if the breaker throws again, call the office.
- 15.**There is a safety device (GFI, ground fault interrupter) in most kitchens and bathrooms. Press the GFI reset button to restore power to the circuits it protects. If it won't reset, contact the office.
- 16.**If the **GARBAGE DISPOSAL** does not work, first check the circuit breaker and then, check the reset button on the bottom of the disposal. If the disposal is stuck, insert the hex head wrench in the center of the disposal bottom and rotate it back and forth in both directions. Always have the water running when the disposal is turned on. Do not put bones, coffee grounds, grease, wood, metal objects, or excessive amounts of food in your disposal.
- 17.**Rinse dishes thoroughly before loading the dishwasher; do not put soap in the rinse aid dispenser.
- 18.**Make sure the dryer **lint filter** is clean before starting a load. Put at least five or six items in a wash load; fewer items can lead to an unbalanced load, causing problems for the washer.
- 19.**Some of the bathroom lavatories, tubs, and showers are made of fiberglass. Because fiberglass, Formica, and the stainless sink scratch easily, do not use abrasive cleaning materials or any sharp object like razor blades, wire brushes, etc. to clean. **Vinegar and baking soda** can be used to clean, but if stains persist, try a product like **Lime-away**.
- 20.**We furnish smoke alarms: some are hardwired, and some are battery operated. **Check each** month by pressing the test button—it will emit a piercing sound if it is okay. You are responsible for replacing batteries.
- 21.**For health and economic reasons, it is best that you replace the A/C filter monthly because the cleaner the filter, the less power used by the blower. **You are responsible for replacing a/c filters monthly.**
- 22.SMOKING:** Smoking by Tenant, Tenant's guests, family, or occupants is **NOT PERMITTED** in the Unit or Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur in the Unit or Property, Tenant will be in default, and Landlord may deduct from the security deposit damages to the Unit or Property caused by smoking, including, but not limited to stains, burns, odors, and removal of debris.



- 23. NO REMODELING:** No painting or wallpapering. No installing fixtures. No changes of any kind without prior written consent from landlord. No removal of anything that belongs in the unit without written permission.
- 24. VISITORS & GUESTS:** Tenants are responsible for their visitors' actions. Conduct shall not disturb others. Public drunkenness or public immoral conduct will not be tolerated and may cause immediate eviction. If we find your conduct or the conduct of your guests unreasonable, we will ask that it be stopped. If after notification unreasonable conduct continues, we will have the right to terminate your Rental Agreement and you will vacate the premises.
- 25. RESIDENTS ON LEASE:** Only residents listed on the lease shall occupy the rental unit.
- 26. UTILITIES:** Must be on during your tenancy. This includes gas and electricity. If applicable, heat must remain on during winter months.
- 27. KEEP YOUR HOUSE REASONABLY CLEAN TO DETER UNWANTED PESTS:** Leaving out leftovers causes more than just a smelly kitchen. Those crumbs are tasty to unwanted house guests like ants or cockroaches. The problem is they don't stop at your apartment. They travel everywhere. If you're fighting these annoying little bugs, it is likely your neighbors are too. Take the time after every meal to pick up your messes so you can keep these creepy crawlers out of your home and be a good neighbor by helping prevent them from making your home their home too.
- 28. NOISE:** All radios, television sets, compact disk players, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. **Turn down the volume.** We know scary movies are better when they are loud and so is a good song but try to save your bass bumping for the day when you own a house. Constantly listening to someone else's music or television shows is frustrating for everyone nearby. What if your neighbor is trying to concentrate on an important work or school assignment, but they can't drown out the noise flowing from your apartment to theirs? Guests may not be acutely aware of their volume like you, but a kind reminder can go a long way in keeping sound at a reasonable level.
- 29. DAMAGES:** Tenants will be held responsible for any damage to their apartment or to the building, or to the common areas caused by themselves or their guests.
- 30. INTERIOR OF APARTMENTS:** Use of foil and other similar unsightly materials over windows is strictly prohibited. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed. If the Tenant installs draperies over the blinds, any damage will be repaired or removed by the Tenant or at Tenant's expense. **Damage** to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture, or damage to any part of the Premises resulting from failure caused by leaving windows or doors open during inclement weather will be the responsibility of the Tenant.
- 31. LIGHT BULBS:** The Tenant, at the Tenant's expense, shall be responsible for the replacement of all interior light bulbs and tubes. All bulbs and tubes must be operational at the time the Tenant vacates the Premise.
- 32. TRASH:** Garbage is to be put in plastic garbage bags and disposed of in provided garbage cans. Garbage cans are to be taken to curb on designated garbage day only and empty cans returned. The tenant agrees to put trash and refuse directly into dumpsters and not leave it in the units or

in the common area, or similar places. Tenants may be charged for removal of trash from outside their door or apartment.

- 33. A TENANT IS RESPONSIBLE:** for the cleanliness of the area in front of their apartment and for any common area used by a Tenant or their guest. If Landlord cleans trash or cigarette butts from the common areas outside an apartment, a cleaning fee of **\$50.00 per occurrence** may be assessed.
- 34. ANTENNAS, SATELLITE DISHES AND WIRES:** No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
- 35. ROOF:** Residents are not permitted to go on the roof at any time.
- 36. VEHICLES, PARKING, TRAFFIC REGULATIONS:** Parking of tenant vehicles in other than designated parking area is strictly prohibited.
- 37. LOCKS:** Locks may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys added by resident must be Left in place upon vacating the Premises.
- 38. REKEYING LOCKS:** If for any reason you get locked out of your apartment or house and a property manager has to open the house, there will be a **minimum \$40.00** charge during regular business hours and a **minimum \$75.00** for after hours and weekends/holidays. If you request a complete lock change, the fee is **minimum \$35.00 per lock and \$42.00 an hour for labor**. After hours, charges **CAN** double.
- 39. WEAPONS:** Tenant shall not store any combustible, flammable or explosive substance on or about the premises. Storage of explosives (**including fireworks**), dangerous chemicals, ammunition, or other dangerous instruments and material, or any other similar device is prohibited. If any such item is found in your possession, or in your apartment, you will be subject to eviction.
- 40. FURNITURE:** No furniture designed for indoor use will be placed outdoors for any purpose. Any furniture moved outdoors will be removed by maintenance and the cost of moving, storing and/or replacement of the furniture will be charged directly to the Tenant.
- 41. SCREENS:** Residents will be charged a minimum of \$35.00 for each broken or missing screen. If a screen is damaged or missing when you move in, report it to management immediately, and put that notice on your check in sheet.
- 42. SECURITY:** Landlord is not responsible for providing any live or "on-foot" security. The safety and welfare of the Tenant and Tenant's property is the responsibility of the Tenant. Doors and windows should be locked. Use good common sense and think about safety. If there is any suspicious activity, call 911 immediately.
- 43. FIRE SAFETY:** The following are prohibited in the residences: halogen lamps; overloaded electrical, damaged or non-UL approved cords; unsafe placement of cords or improper use of electrical items; obstruction of sprinklers; obstruction of room door or windows; ceiling hangings or other decorations which are flammable or otherwise could contribute to fire spread; paper or other combustibles (including hats, scarves) hung on or near incandescent fixtures; use of any open flame device (candles, etc, burning of incense, possession/use of fireworks, or other explosives, possession/storage of gasoline or other fuels/flammable chemicals; damaging or



tampering with fire safety equipment (smoke detectors, extinguishers, fire horns, etc.); dismantling or otherwise interfering with exit signs; blocking open or otherwise interfering with the intended smoke-barrier purpose of fire doors; blocking hallways or building exits; failure to evacuate according to designated procedures during a building alarm and/or failure to follow instructions of building staff or fire safety personnel; false report of fire or other dangerous conditions (bomb threats, etc.); activating false alarms.

**44. INSURANCE:** We do not insure your personal property. We suggest you obtain renter's insurance to cover your own valuables and cover you for any liability.

**45. WEAR AND TEAR TO THE PREMISES:** The following short list of items shall not be considered as natural wear and tear to the premises but shall be considered as damage to the premises and subsequently the cost of repair will be deducted from any security deposit.

- ❖ Holes in walls and woodwork.
- ❖ Careless care of paint in the apartment.
- ❖ Spray painting or marking on interior/exterior walls.
- ❖ Damage to carpeting, utility pipes, wiring, plumbing, light fixtures, or any other fixture or appurtenances, walls floors or ceilings.
- ❖ Damage done to seeded area and shrubs around apartment such as digging, uprooting, trampling, etc....
- ❖ Water damage caused by overflow of kitchen/bathroom sinks, bathtub, wash machine or by failure to close windows or doors during inclement weather, thereby exposing interior of apartment to elements.
- ❖ Broken windows/glass: windows, storm windows, storm doors, etc....
- ❖ Failure of tenant to leave apartment and appliances clean upon termination of this lease/rental agreement.
- ❖ Failure of tenant to regularly clean and maintain carpeting.

**46. PEST CONTROL** is NOT provided, unless otherwise stated.

**47. ABSOLUTELY** no cars or boats parked on the lawn. ONLY IN AUTHORIZED AREAS.

**48. NO PETS...** No animals, reptiles of any kind without written approval from management.

**49. OUTSIDE AREA ...** Residents are responsible for the exterior as well as interior cleanliness of their unit. No clotheslines, bedding, personal clothing, bicycles, cleaning items, or trash shall be left on porches/walkways at any time. Please keep porches and stairwells swept. No signs or advertising material will be permitted.

**50. NO WASHING OR REPAIRING OF CARS WILL BE PERMITTED:** ALL inoperable vehicles will be towed at owner's expense even from parking spaces. Please observe the handicap parking spaces, these are reserved for tenants with a handicap. Those vehicles must be properly marked.

**51. SWIMMING POOL:** The swimming pool (and surrounding courtyard) is reserved exclusively for the residents of the apartment community. Tenant(s) and guests shall abide by the pool rules and take care in its use. **NO LIFEGUARDS ON DUTY.**

- 52. CONDUCT/NOISE:** The conduct of residents and/or residents' guests shall not disturb the rights, comforts, or conveniences of other persons in the apartment community. An arrest of any resident or occupant for a felony offense, or misdemeanor offense for theft, assault, or D.W.I. shall be grounds for eviction. If resident(s) is evicted, all rents will be accelerated for the remainder of the lease term and shall be due upon eviction. Children shall be always monitored by their parents/guardian. **Be considerate of your neighbors** regarding the volume of TVs, stereos, and radios. The resident's family and guests shall have due regard for the comfort and enjoyment of all other residents in the community. If any resident or guest fails to abide by the guidelines, feel free to report to the management or call the police.
- 53. REQUESTING MAINTENANCE and SENDING A PICTURE SPEAKS VOLUME.**
- 54. REPORT ALL WATER LEAKS** immediately. If you can, turn the water supply off.
- 55. ALL WINDOW BREAKS** are the responsibility of the resident.
- 56. ALL SCREENS** are the responsibility of the resident. Please account for them on move-in.
- 57. FOR POWER FAILURES** of any type, or if appliances or A/C systems are not functioning, check your breaker box. It is usually located in one of the closets inside your dwelling unit. Many times a breaker will be tripped.
- 58. PHONE JACK ...** contact the phone company. We recommend that you acquire the phone companies inside wire maintenance plan, which covers the costs of repairs to the line.
- 59. LOCKS MAY NOT BE CHANGED WITHOUT THE OWNER'S PERMISSION. LOCK-OUTS ARE NOT THE RESPONSIBILITY OF THE MANAGEMENT:** To reduce the amount of lockouts, a \$100.00 minimum lockout fee will be charged after office hours. Identification will be required for anyone picking up a key, and they must be listed on the lease.
- 60. A/C FILTERS:** must be changed every 4 weeks and be present and clean upon move-out.  
**CAUTION:** To prevent the A/C unit from freezing up, thermostat should never be set lower than 68 degrees. You will be responsible for any damage to the A/C unit due to negligence with filter or temperature. If the problem of the A/C unit is a result of a dirty air filter, residents will be charged **MINIMUM \$100.00** to replace the filter. If the A/C coils are found to be dirty because of non-use of filter, or because of a dirty filter, the residents will be charged **MINIMUM \$100.00** to clean the A/C coils.
- 61. PLUMBING** No articles should be placed down toilets other than toilet paper. PAPER TOWELS, SANITARY NAPKINS, AND DIAPERS should never be flushed down toilets. **The resident(s) will be totally responsible if any of these items are found in plumbing lines.**
- 62. GREASE FIRES - NEVER PUT WATER ON GREASE FIRES:** In case of fire, first call the fire department, then notify management of the situation.

**WHAT YOU SHOULD DO IN CASE OF FIRE**

1. Plan two escape routes.
2. Know two possible escape routes from each room.

3. DO NOT OPEN A DOOR THAT IS HOT.
4. Keep doors and windows closed.
5. NEVER re-enter a burning building.
6. Have a meeting place outside of the building where family members can meet.

**63. SMOKE DETECTOR INSTRUCTIONS:** The smoke detector is designed to sense the visible and invisible products of combustion created by fire. It may require a 9-volt battery if it is not electric. You will need to periodically check the battery to see if it is working.

## **GENERAL**

- ❖ No **barbecue pits** will be allowed under the eaves. Please use them in the open area.
- ❖ Make sure the dryer **lint filter** is clean before starting a load. Put at least five or six items in a wash load; fewer items can lead to an unbalanced load, causing problems for the washer.
- ❖ **No foil** is to be put on windows as a shield.
- ❖ The management reserves the right to make any other **reasonable rules** from time to time as is necessary to enhance the beauty and upkeep of the premises and comfort of the residents. Notice of any additional rules and regulations will be given to residents in writing.
- ❖ We recommend that you obtain **renter's insurance** for your personal belongings. The owner's insurance does not cover any of your items.
- ❖ We recommend that you participate in the **operation I.D. program** provided by the local police department. This is a matter of engraving your personal items so that the police department can identify them if they are stolen.

**OPEN-FLAME COOKING DEVICES: COLLEGE STATION'S ORDINANCE, EFFECTIVE 01/01/02 No Open-flame cooking devices.** Gas or Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. No Exceptions.

## **PAYING RENT ... RENTAL PAYMENTS**

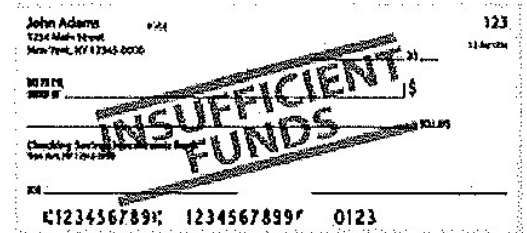
1. **Important Considerations when paying rent:** Place your name & **PROPERTY ADDRESS** on the certified check or money order to ensure that you are properly credited with rental payment.
2. Notice is hereby given that when your rent is delinquent the management will exercise its statutory right to change or modify your door lock under the authority of **Section 92.0081C of the Texas Property Code, As required by the statute, you can call the MAIN OFFICE PHONE number to obtained a key at any hour from an owner representative regardless of whether you pay the delinquent rent at the time of picking up a key.**
3. This notice serves as the only advanced notice that you will receive and will remain a part of your lease for the duration of your residency and may be transferred.
4. **DO NOT MAIL CASH UNDER ANY CIRCUMSTANCE.**
5. If a rent check is returned for insufficient funds (**NSF**), all charges include NSF, and late fees will be charged directly to you. **NO MORE CHECKS AFTER WE RECEIVE NSF.**

## 6. ALL RENTS ARE DUE AND PAYABLE ON THE FIRST DAY OF EVERY MONTH.

- ❖ Payments can be made online.
- ❖ All paper forms of payment (check, money order, etc..) will be accepted.
- ❖ On the 6th all unpaid monies owed will incur a \$40 late fee plus \$10 per day after that and the tenant will also be responsible for the charges/fees incurred to deliver a Three-Day Notice.

## 7. RETURNED CHECKS ... The NSF check charge is \$40.00, plus late fees.

- ❖ The NSF (non-sufficient funds) fee of \$40 is due regardless of the reason. (Your bank may reimburse you for this charge if they were at fault.) If this happens, you will be given 48 hours to make the check good prior to further legal action being pursued.
- ❖ Payment must be made in either certified funds or a money order.
- ❖ If the **RETURNED CHECK** makes your rent payment late, additional fees will also be due.
- ❖ All amounts due must be paid in full as quickly as possible.
- ❖ If a personal check has been returned for any reason, **all future payments must be made by certified funds.**



## 8. NO CASH We do not want cash around the office. We have a "NO CASH" policy for everyone. Please use checks, money orders, or pay online.

## 9. PAYING LESS THAN THE BALANCE DUE If there is an outstanding balance due on your account, we will notify you in writing. After that, we will refuse payment (return payment) unless it is for the full amount. We will work with you on a payment plan, when necessary, but it must be approved by the property manager, in writing. You will not be able to keep a running balance due.

## 10. DEFAULT OF RENTAL PAYMENT If your rental payment is not paid in full by the 5<sup>th</sup> day of the month in which it is due, be advised that this is your notice that your lease and rental agreement may be canceled. You will be **responsible for all attorney** and legal fees as well as any court and collection fees incurred in our efforts to collect the rent monies due. Any and all charges unpaid by the end of the month in which they are charged may be added as additional rent. If rent is paid while a legal action is in process, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached if legal action is to be stopped. If your rental payments are late more than twice in a 12-month period, your lease agreement will not be renewed.

# MAINTENANCE ISSUES

You are expected to maintain the home and keep it in as good a condition as when you took possession. Only repairs required because of normal wear will be provided by us or the property owner. You will be charged for repairs caused by your misuse or neglect.

- ❖ Renting a home from a property management **company is not like renting an apartment** with on-site maintenance, it requires that you pay attention to some small maintenance issues such as changing your filters, clogged toilets, resetting your garbage disposal, just to name a few. Taking care of these things can save you time and money. Keep this in mind.

**MAINTENANCE PRIORITIES** Everything isn't an emergency. We have established five categories of maintenance priorities and a target response time for each of them. Your requests will be handled in the order that they are submitted with the following response times as guidelines.

**EMERGENCY DEFINED** An emergency is anything relating to the property under lease, that is threatening to life, health, or the property.

- ❖ **Warning!!!** If you claim you have an emergency and one does not truly exist, you will be charged back the service charge for the contractor/service representative responding to the call. Crying wolf will cost you money, do not call-in an emergency unless it is truly an emergency. You will also be charged a **\$75 trip charge** if you do not keep an appointment with any contractor,

### **CATEGORY 1: EMERGENCY MAINTENANCE:**

**EMERGENCY DEFINED:** Anything relating to the property under the lease that is threatening to life, health, or property. Fire (please call 911), flood, sewage back-ups, gas odors (please call gas company), broken water pipes, tree falling on house, Target: 5 to 8 Hours. NOTE: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.

**THE FOLLOWING ARE NOT EMERGENCIES:** Refrigerator out, locking yourself out of the house, power or gas off, a/c out and the property has two (2) a/c units, oven not working, water heater out. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. EQREPM is not liable for loss of food caused by appliance breakdown or for damaged belongings due to water leaks. Make sure that you have adequate renter's insurance to cover unforeseen personal losses.

### **CATEGORY 2: URGENT MAINTENANCE:**

Broken windows, plumbing repairs (Not clogged toilets. See notes below), loose railings, wobbly decks, electrical problems. Target: 2-4 business day service **NOTE:** during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.

### **CATEGORY 3: NORMAL MAINTENANCE:**

Appliance repair, garage repairs, leaky faucets. Target: 4-8 business day service.

### **CATEGORY 4: NON- ESSENTIAL MAINTENANCE:**

Non-Essential Maintenance ... Fence repair, gutter cleaning. Target: 15 - 30-day service

### **CATEGORY 5: NOT A HABITABILITY ISSUE:**

Screens; broken lattice; power washing; broken window shade; broken tree limb; missing door stopper; missing doorknob; light bulbs including stove, chandelier, and refrigerator; and fireplace gas keys. Target: Point these items out during next property visit or bring up at lease renewal time. These items may not be approved for repair by the owner.

**TENANT DAMAGES ...** Damages caused by abuse or misuse will be charged back to the tenant. We will rely on the servicing contractor to tell us what caused the problem. If plumbing gets clogged due to items dropped in the toilet (toys, brushes, diapers, napkins, any personal items),



clogged or misused garbage disposal, the cost of the plumber will be tenant responsibility **(minimum \$150)**. This is not considered equipment failure and you should do everything you can to handle these issues by yourself. Buy a plunger. Unless the contractor can prove it was not caused by you (i.e. roots in system, pipe collapsed, septic tank backup), we assume the problem was caused by people, not by a defect of the property. Clogged plumbing is often tenant responsibility but will be reviewed on a case-by-case basis.

**MAINTENANCE CHARGEBACKS ...** If the contractor we send to the property tells us the maintenance is due to your negligence, such as crayons in your garbage disposal, toys flushed down a toilet, GFI switch not re-set just to name a few, EQREPM Properties will notify the tenant via email and place the charge to your payment ledger. Failure to pay the bill will result in an outstanding balance on your account. **THIS WILL NEED TO BE PAID WITH YOUR NEXT RENTAL PAYMENT OR LATE FEES WILL CONTINUE TO ACCUMULATE.**

**AFTER HOURS MAINTENANCE CHARGES ...** If you schedule with the contractor after normal business hours, you will need to pay any afterhours premium charges. Our contractors work normal business hours and are only **available after hours for true emergencies** (and for additional compensation). They have families just like you and don't want to be working evenings, weekends, and holidays.

**SCHEDULED MAINTENANCE VISITS ...** We will do our best to let you know when contractors will be coming to the property to address issues like gutter cleaning, HVAC servicing, termite inspections, fall landscaping, etc.

- ❖ Emergency repairs should be phoned in immediately,
- ❖ You can fill out a work order for maintenance repairs on our website ([www.equitybcs.com](http://www.equitybcs.com)).
- ❖ **THIS IS FOR NON-EMERGENCY WORK ORDERS ONLY!** If you haven't received notice that maintenance has been in your dwelling within 24 hours, please call the office. We may not have received your work order.
- ❖ **Please note:** That the only types of maintenance that will be handled after hours or on weekends will be emergency maintenance. This includes flooding of an apartment, loss of utilities, and loss of refrigeration. **Air conditioner/heater problems are not an emergency.** If maintenance is caused by the negligence of the tenant, the cost will be charged and the management expects prompt reimbursement (ex. clogged plumbing, clogged garbage disposal, tripped breakers, broken glass, etc.)
- ❖ Running toilets need to be reported immediately to prevent a high-water bill.
- ❖ The goal is to have all non-emergency requests completed within 48 business hours.
- ❖ Any resident-caused damage to the home will be charged to your account after the work is completed.
- ❖ Tenants are **RESPONSIBLE** for securing any pets that may be encountered on the visit to the property.
- ❖ If a technician is unable to gain access to the property after coordinating a time and date with you, a trip fee will be charged to you of **\$75.00**.

**EMERGENCY MAINTENANCE REPORTED AFTER HOURS.**

Issues may arise after hours that require immediate maintenance attention. These are situations that present a danger to people or property and include fire, leaking pipes, flooding, toilet issues



in units that have only one bathroom, no heat or AC if temperature is below 50 or above 95, or no water/power to the unit. If you are in need of emergency maintenance assistance, please call our AFTER-HOURS NUMBER AT (979) 696-4464

A maintenance emergency is when danger is present, or property damage has occurred or is about to occur. **Please** do not abuse the after-hours emergency system with unrelated calls.

**LOCKOUTS ...** If this happens outside of regular business hours, we will be unable to help you as we do not carry a locksmith on staff that can come out at 2 AM. The cost incurred for a re-key is tenant responsibility. **If you call the office, we may be able to locate a key for you.** If you change the locks, you must provide notice to EQRE PM Properties of this and provide us with a copy of the keys.

## **RESIDENT MAINTENANCE RESPONSIBILITY TIPS:**

**CHANGE FILTER FOR A/C AND HEATING** Please check your breaker first. Heating, AND air conditioning systems **All HVAC filters need to be changed monthly.** Filters are expected to be changed and maintained monthly. The A/C return vents should be kept clear of obstruction, such as furniture and clothing. Keep the "condensation drain line" clean and clear of obstructions. Pour 1 cup of white vinegar down the drain line each month when you change the filter.

- ❖ **THE AREA AROUND THE A/C CONDENSER** (OUTSIDE UNIT) should also be kept clear of grass, debris, and other obstructions. Do not allow grass and weeds to grow up or around the condenser unit. If the **AC** does not work, check all circuit breakers. Often during hot weather, or if the circuit breaker overloads, the AC breaker will flip causing your unit to be unusable.
- ❖ **\*NOTE: AN HVAC (AC)** system failure does not constitute an emergency. Every effort will be made to get a service technician scheduled as soon as possible. However, if the problem occurs on the weekend or on a holiday, it may not be possible to have the unit serviced until the next business day. If you insist on having it done and the technician is available, you will be responsible for the after-hours fee. If a service technician indicates that the repairs are due to **resident negligence**, you will be financially responsible. The most common causes are not changing the filter and/or not keeping the drain line clear.

**LAWN IRRIGATION SPRINKLER SYSTEMS ...** Residents agree to operate sprinkler system often enough to keep the lawn and shrubbery healthy, or a minimum of 15 minutes per zone, 3 times weekly. Any problems or repairs needed to the irrigation/sprinkler system must be reported in writing to EQRE Property Management.

**DRYER LINT TRAP CLEAN** after each use and keep surrounding area clean and free of debris.

**SMOKE DETECTORS ...** RESIDENT RESPONSIBLE FOR, checking the battery on a regularly and replacing the battery as soon as it begins to lose charge. Disabling a smoke detector is a violation of your lease and the law. **DO NOT DISABLE THE SMOKE DETECTOR AT ANY TIME.**

**RESET CIRCUIT BREAKERS** If you have been using an electrical outlet and it stops working, then you may need to reset a "tripped" circuit breaker. This happens many times when you are using appliances that may cause a temporary overload on the system such as a hair dryer or portable heater.

**PLUMBING/SEPTIC SYSTEMS** Resident is RESPONSIBLE for keeping all sink, tub/shower, lavatory, and toilet drain lines open. Do not allow anyone to deposit anything into the plumbing system or to use it for any purpose other than for which it is designed. SANITARY PRODUCTS, DIAPERS, DIAPER WIPES, CONDOMS, COTTON SWABS, COFFEE GROUNDS, COOKING FATS OR OILS are not to be flushed down any toilet or otherwise deposited into the home sewer.

- ❖ **CLOGGED PLUMBING** Keep a plunger on hand to take care of minor clogs. To keep the toilet from getting clogged, do not flush rags, paper towels, diapers, feminine products, etc. down the toilet. **There could be the possibility that you will have to pay the plumber's bill.**
- ❖ **WATER SHUT-OFF VALVE ...** Know where the toilet and sink water shut-off valve is (look behind the toilet and under the sink). If the toilet begins to overflow, turn the water supply off immediately. This can prevent possible damage to your home. Once the water supply has been shut off, contact your management team, or submit a maintenance request for the service.
- ❖ **TOILET IS RUNNING** A toilet that runs constantly wastes water. If your toilet is running non-stop, contact the office immediately.
- ❖ **NEVER PUT KITCHEN GREASE ...** coffee grounds, vegetable skins, fruit pits, or other items down the sink. COLLECT in a container and throw away in the trash.
- ❖ **CLEAN UP SPILLS** (even water) on flooring and carpet immediately before they soak in or cause damage.
- ❖ **BATHING OR SHOWERING (1)** wipe moisture from shower walls, shower doors, the bathtub and bathroom floor; **(2)** leave the bathroom door open until all moisture on the mirror and bathroom walls and tile surfaces has dissipated; **(3)** hang up your towels and bathmats so they dry completely and **(4)** leave any bathroom fan on for at least thirty minutes after completion of activity.
- ❖ **WASHER/DRYER AND DISHWASHER ...** only use when it is full to save water.
- ❖ **GARBAGE DISPOSAL RESET ...** Use, and Care to Reset the garbage disposal. If you get nothing when flipping the garbage disposal switch (and you have already checked the circuit breaker), lean down and take a look at the underside of the garbage disposal. Push in that little red button which resets the system. If the disposal was just overworked, or if there was a power surge, this may fix the problem. If this does not fix the problem, do not attempt to fix the garbage disposal yourself since it could be very dangerous. - please submit a Maintenance Request so that we can have one of our contractors fix it for you.
- ❖ **MINOR REPAIRS:** Cosmetic repairs, and items that do not substantially affect your lifestyle may not be fixed (i.e. chipped paint, missing screens, doorbells that do not work, etc.).

**Contractors are just like us — they have families and personal lives.** They want to be home at night and weekends with their families. If you insist on meeting a contractor/repairman at

your property after hours (**weekdays after 5pm, Saturday or Sunday**) the tenant will pay their after-hours premium for "non-business hours service." Think of it as a "**co-pay**" for the convenience of getting nonbusiness hours service, The exception of course is emergencies.

## **HOUSEKEEPING AND CRITICAL ISSUES IN THE LEASE**

**HOMEOWNER ASSOCIATION ISSUES:** If a Homeowners Association manages the community, you need to get familiar with the basic rules and regulations and follow them to avoid fines and penalties. Some HOA's are very aggressive about enforcement of their rules and resisting them will only cause you grief and cost you money. Review the HOA's website to get familiar with the rules in the community. If an owner is charged any sort of fine for any violation, the tenant will ultimately be charged for that plus an administrative penalty from EQRE PM Properties.

**HOME WARRANTIES ...** Some owners have purchased a home maintenance warranty on the property. Although they generally respond in a timely manner, they need your full cooperation to get their contractors into the property to make the necessary repairs. Since we don't control these contractors, there's not much we can do to create urgency for them. As our relationship grows, you'll become accustomed to the quick, efficient service you receive from our contractors handling your maintenance requests. Please be aware that your experience with home warranty contractors may not be the same. You'll be contacted by the home warranty company for covered repairs and will make your own scheduling arrangements directly with them.

**NO PAINTING DECORATING OR ALTERATIONS ...** Do not change the house décor in any way. Residents are not allowed to make alterations such as these on their own.

**UNAUTHORIZED REPAIRS ...** EQRE Property Management must authorize ALL repairs and/or maintenance that the resident requests. Please do not make any repairs or authorize any maintenance without written permission from EQRE Property Management. **RENT CANNOT BE WITHHELD** because of needed repairs, nor can the cost of needed repairs be deducted from the rent.

**IF YOUR PROPERTY IS ON A SEPTIC TANK SEWER SYSTEM ...** In addition to the items listed above, do not flush wet-strength paper towels, facial tissues, cigarette butts, and other non-decomposable materials into the property sewer. These materials will not de-compose and will fill the septic tank and plug the system. **Regular septic tank maintenance** is critical to avoid blockage, backing up of waste into the property and responsibility for costly repairs. Residents must purchase an appropriate enzyme product and flush into the functioning toilet, as directed on product.

**LAWNS AND GROUNDS ...** Residents are expected to care for the lawn and grounds, keeping in as good a condition as when you took possession of premises. The grass should be no higher than 6 inches. This care **INCLUDES REGULARLY CUTTING THE GRASS**; watering the lawn; trimming shrubs; edging all driveways, walkways, and curbs; treating fire ant mounds; treating for lawn pests; treating for chinch bugs. Keep shrubs and tree growth away from the roof, eaves, and sides of the home. If the tenant would like to request that EQRE PM Properties suggest a lawn care company this can be arranged. **IMPORTANT**; Failing to maintain the yard will create serious problems for the HOA and homeowners. This will generate complaints from the neighbors and if there is an HOA, there could be fines assessed. Tenants will receive a \$35 charge for any complaint letters from the local HOA regarding any lawn maintenance issues. **WHATEVER IT TAKES .IT IS YOUR RESPONSIBILITY TO KEEP THE LAWN IN GOOD SHAPE AND MAINTAINED.**

**A TENANT IS REQUIRED TO REPORT** on any condition which can cause damage, permanent or temporary, to the ground. Flowering trees must be pruned at the proper time of the year for their species and all flower/shrub beds must be kept free of weeds, grass, etc.

**CARPET CARE ROUTINE ...** Carpet care requires a thorough vacuuming at least once a week to remove the soil from the carpet and to keep the pile erect. Heavy traffic areas require more frequent vacuuming. Upon vacating the property, the carpets shall be PROFESSIONALLY CLEANED, at the expense of the resident using a carpet-cleaning vendor approved by Management. RECEIPT FOR SERVICES MUST BE PROVIDED TO THE MANAGEMENT. If carpets are not professionally cleaned, Management will use the security deposit to pay to have carpets cleaned. A receipt is required at the time the keys are returned.

**KITCHEN APPLIANCES ...** Each kitchen appliance must be **CLEANED REGULARLY** including the stove hood vent, the filter in the stove hood vent, the oven, under the burners on the stove and the drip pans. Please do not put aluminum foil on the drip pans. Upon moving out, all drip pans must be replaced. Please clean the top and under the refrigerator and washer/dryer regularly. Not cleaning all these items regularly can cause excessive wear and tear, for which residents will be responsible.

**PERIODIC QUARTERLY PROPERTY ASSESSMENTS** EQRE Property Management will conduct periodic assessments of the premises to note its condition.

**SAFETY:**

- ❖ BARBEQUE GRILLS ... Use in accordance with the local fire code. Any other grills or hibachis are prohibited in units or on patios or balconies.
- ❖ ALARM EQUIPMENT Resident must not tamper with, interfere with, or damage any alarm equipment and/or installations.
- ❖ NO SMOKING ... Smoking and or Vaping is prohibited in units, stairwells, building common areas, hallways, or as prohibited by local law. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, electronic/vapor cigarette, tobacco product or any other similar lighted product in any manner or in any form.
- ❖ DISTURBING NOISES ... Residents SHOULD NOT MAKE any loud or disturbing noises which constitute a nuisance to others. residents. Neither Resident nor Resident's guests may use the Common Areas, parking lots or grounds in such a manner that interferes with the enjoyment of other Residents.
- ❖ ELECTRICAL Do not overload outlets by using a multiple-tap connection. Make sure cords on lamps and household appliances are not split or frayed and the wire inside is not exposed.
- ❖ GOOD NEIGHBOR POLICY Please remember your neighbors and help us maintain a quiet, clean community environment.

**UTILITIES ...** MANAGEMENT is only responsible for the utilities that are stated in your lease as paid. Any other utilities are your responsibility. MANAGEMENT is not responsible for your phone service or the phone jack, your cable or cable wires. CALL YOUR CABLE OR UTILITY PROVIDER.

**SATELLITE DISHES NOT ALLOWED ...** If you have questions concerning a satellite dish, please come by the office.

**PETS & YOUR LEASE ...** No animal without consent. No animal (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) is allowed, even temporarily, anywhere in the dwelling unless we've given written permission. THE PET POLICY must be approved in advance: no

dogs/cats at any time—not for an hour, overnight, or the weekend **UNLESS PREAPPROVED**. The first sign of a pet will cost you \$100.00/pet plus \$10.00/day.

**GUESTS...** Guest are a 1 or 2-day visitor. Only those persons listed on the rental application have permission to occupy the premises. You are responsible for the behavior of any and all guests. All portions of this agreement also apply to your guests.

**INSURANCE ...** It is strongly urged that you obtain a renter's insurance policy. Residents should understand that the Homeowner's property insurance does not cover resident's personal property or protect resident from loss or liability. Resident is **RESPONSIBLE** for obtaining, and is strongly urged to obtain, renter's insurance to protect resident's personal property against loss or damage.

**LEASE RENEWALS (90 TO 180 DAYS OUT) ...** Your lease automatically renews on a month-to-month basis at the end of the lease term unless one of us notifies the other in writing of our intent to terminate the tenancy. If you do nothing, your lease will automatically renew on a month-to-month basis. **WE DO NOT ALLOW THIS UNDER NORMAL CIRCUMSTANCES.** We track all our lease renewals and will begin to contact tenants 90 to 180 days from lease expiration to find out your intentions of either renewing the lease or vacating the home.

**NOTICES TO VACATE ...** must be in writing per the lease agreement. Letters and emails to our staff are marginally accepted. Your safest bet is to notify us in writing. Be sure you receive a response confirming receipt of your notice.

**RENT INCREASE AND RENEWAL PROCESS ...** The lease term will have a clearly marked end date. According to the lease, EQREPM Properties can send you notice that the lease rate will change 30 days prior to lease end. This is a non-negotiable lease change and does not require your signatures to implement. We strive to maintain good relationships with tenants and **CONDUCT BUSINESS FAIRLY** on the lease rate. Tenants also need to understand that the owners home insurance and property taxes are usually items that go up in cost every year. It is commonplace in this market to ask for \$25 to \$100 or more for a month rental increase. Keep in mind that how the tenant has conducted themselves during their tenancy will reflect come renewal time.

**SUBLETTING ...** There is no subletting allowed without company written approval. **FINES FOR VIOLATIONS ARE STIFF.** We need to approve all adult residents living in the property. If one of the current tenants or occupants on the lease needs to move out, coordinate this action with an EQREPM Properties Team Member. Do **NOT** sublet to another tenant or occupant without written permission from EQREPM Properties. We have a procedure to add a renter to the lease. **CONTACT US FIRST!**

**EARLY TERMINATION - IN THE LEASE ...** The lease will offer more explanation of how a current tenant wishes to terminate the lease early. Call an **EQREPM TEAM MEMBER** for more help with how we handle this process.

## **Resident Frequently Asked Questions**

**Question: I Submitted a work order for something that ended up not needing a repair?**  
**Now** I have a bill for a trip charge from the vendor. Why do I have to pay for this? **Answer:** Imagine you are the owner, and you received a bill from a vendor who inspected a dishwasher that was reported as inoperable. Turns out, the power switch was not in the 'on' position. Would you feel the bill belonged to you? These things happen, especially when you've recently moved in and are not aware of the property characteristics. However, the fact remains that a bill has to be paid by the appropriate party for the efforts made.



**Question: The Refrigerator Broke Down and the vendor said that it needs to be replaced and needs approval from the owner?** Why do I have to wait for approval?

**Answer:** A broken appliance that needs replacement is never a fun process. While we are given the right to make repairs, those repairs can be made to a certain spending limit. Typically, replacements go above that spending limit. When that happens, an owner needs to give approval for the expense. While we are eager to move to the next step, owners are sometimes not available immediately or want additional estimates to ensure the diagnosis and cost is valid. This is natural, but rest assured we have limits as well for the duration in wait time in addition to temporary fixes.

**Question: I have an appointment for the oven to be repaired but only my 13-year-old son will be home for the appointment. Is that okay?**

**Answer:** Sorry, but this is definitely not possible. An adult must be present at the time a vendor or team member visits the property when a minor is home. No exceptions.

**Question: My Sister sometimes visits and has a small pet that would come as well. It's only a couple of times a month so I don't need a pet agreement, right?** **Answer:** We love pets! However, there are processes in place that remove liability from all parties. Even if the dog were to stay 24 hours, pet damage can occur on the property. There's also a chance the dog could cause harm to itself or someone else while on the property. This **CREATES** trouble! No matter the duration of the stay, a pet must be approved and documented with a pet agreement. This will also include a pet payment (if approved). This is better than us catching a pet on the premises and a tenant facing the \$500+ fine. It's not worth it.

**Question: Now my sister wants to move in. Can you add her name to the lease?** **Answer:** Welcome, sis! First, she needs to apply just as you did. We need to make sure the tenant qualifications are met by all parties. **That's fair, right?** Right. Then once approved, her name needs to be added to the lease. As this takes more staff time to produce the change in documents and systems, there will be a minimal administrative fee associated with adding or subtracting an occupant.

**Question: When is my rent due and how do I pay it?**

**Answer:** Rent is due on the 1st of each month and is considered late if not received in the office by the 5<sup>th</sup> (fifth). Late fees are applied to all payments that are received in our office as of the 6<sup>th</sup> (sixth), and that is also the day that all 3 day pay or vacate notices are posted for those tenants who have not paid rent.

**You may pay primarily by 1. Money Order 2. Check 3. CC.** If able, you may use the drop box to the left of the front door. **Please note** that funds must be received by the due date. The postmark is not relevant. The best, safest method is using **1,2,3 above**. Please do not put any cash in the drop box and make sure that your payment specifies your rental address.

**Question: Can I get a pet after I move into the property?**

**Answer:** Occasionally this is an option based on the criteria for your particular property, For more information, please refer to your rental agreement or contact your property manager. No property owners will approve an occupancy for the following breeds of dogs: Rottweilers, Pit bulls, Doberman Pinschers, Chow Chows, Akita's, Siberian Huskies, Cane Corso, Alaskan Malamutes, Presa Canarios, Staffordshire Terriers, Wolf Hybrids and German Shepherds.



**Question: I want to stay, but my roommate wants to move out. What do I do?**

**Answer:** If your roommate moves out, a written notice must be submitted to EQRE PM by both the remaining tenant and the departing tenant. The remaining tenant must release the departing tenant from any financial obligation for the unit. The departing tenant must submit a notice to vacate. Remember that tenants are jointly and severally liable to ensure that the rent is paid. You must have written permission from EQRE PM to substitute a roommate and there is a \$200 fee to add a new, approved roommate to your lease. (It is not the responsibility of EQRE PM to arbitrate or mediate problems between multiple co-tenants.) Security deposit reimbursements to departing roommates are handled by the remaining tenants. No portion of the security deposit will be refunded individually.

**Question: Who is responsible for paying for repairs & maintenance requests?**

**Answer:** For a list of tenant responsibilities reference this handbook and your lease. Please note if a repair is deemed neglectful or caused by the tenant, it may be charged back to you. A great real-world example was a stopped up and sometimes slow draining toilet. We called out a plumber to fix the issue and there was a doll head in the drain line. This repair was on the tenant. Her kiddo even owned up to the doll head.

**Question: What if I need a new garage door opener?**

**Answer:** Garage door openers may be left at the property by the previous tenants. However, we do not guarantee that a property will come with a garage door opener. Tenants are welcome and encouraged to purchase their own openers. Programming will be specific to the model of the opener and can be found online. Garage door openers should not be used as a main entrance to the property as they can become faulty if the batteries fail, power to the property is lost, etc. Please be aware that if you lock yourself out of your property, it will be your responsibility to hire and pay a locksmith to grant access.

**Question: Should I touch up paint when I move out?**

**Answer:** It is our internal policy to not allow tenants to do touch up painting at the end of their lease because it can lead to further damage. If the paint used does not match exactly, then we would have to repaint the entire wall, which would be much more costly. Further, if paint is spilled on the flooring, then it may result in us having to replace carpets, etc.

**Question: Can I sublease the property?**

**Answer:** You are not allowed to sublease to someone on your own without our written permission. You are allowed to sublease if you follow our procedure as specified on the Sublease Request Form available at the office. There is a fee of \$300. All is due when you turn in the form. You are responsible for all rent payments until someone is found to take over.

**Question: Does property management have the Right of Access my unit at any time?**

**Answer:** Our policy is to respect your right of privacy at all times and will attempt to contact you prior to visiting the property, However, we must be able to get into the property to do our property visits and address needed repairs. The lease gives us that right between 9 a.m. and 6 p.m. daily, except in case of emergency. The lease allows an EQRE PM staff person (or one of our approved contractors) to enter the property with our key for emergencies (and to do maintenance). Usually, we or our approved contractor will schedule with you so you can be home during this time, however, this is not a requirement. We will reach out to you by email, text, or phone call, in advance unless we are dealing with an emergency. We respect your privacy and understand your need to control what happens in the home in which you are living. **Courtesy will always drive us, so don't worry about "someone just stopping unannounced" unless water is flowing out the front door or some other disaster is threatening.**

**Question: Why does the Property Manager need to come do a Property Visit?**

**Answer:** Every 3-6 months or so, or more often when there is a need, we (or our preferred vendor) will make an appointment to walk through the property. You can be present if you like or we'll use our key. We are not there to address housekeeping (unless it is causing unsanitary health conditions), but to access property issues and report to the owner regarding any deferred maintenance they need to address. We've done thousands of these over the years and understand your concern for privacy. **We will send you notification that a property visit** is coming up and who you should be hearing from to get that scheduled. If you demand they are done after business hours (or on weekends), you will pay the extra charge of \$50 per event, these issues are detailed in the lease.

**Question: Why do I have to sign a Lease Renewal?**

**Answer:** Your lease usually does NOT automatically renew. We will send you notification of your lease expiration date, usually around 90-120 days prior to the anniversary date. If neither party notifies the other in writing 90 days prior to the Anniversary Date, it shall be presumed that the Resident is vacating the Property at the Anniversary Date, unless Manager grants a Month-to-Month extension in writing as defined within the lease, or parties execute a new renewal lease.

**Question: Why can't I have a Early Termination of my lease?**

**Answer:** If you need to vacate the property before the anniversary date, good communication with the EQRE PM Team is critical if you have to move out early so make "good communication" the priority.

**Question: Who do I call to help me with Pest Control?**

**Answer:** You are responsible for all pests in the home. We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance connecting with a pest control company, we can refer you to the one we use. They know our houses and will be more reasonably priced than outside companies. You can review the pest policy in your lease.

- **Cockroaches vs. Water bugs:** <https://a-z-animals.com/blog/cockroach-vs-water-bug-5-key-differencesexplained/>
- **Ant Control:** <https://www.killoext.com/ant-control>
- **Mosquito Control:** <https://www.killoext.com/mosquito-control>
- **Bed Bugs-What You Need to Know:** <https://youtu.be/zHGgRQiaFnQ>
- **Tips to Keep Rodents Out of House:** <https://youtu.be/CWklBhkRKF8>
- **How to Eliminate Fruit Flies:** <https://youtu.be/ZNRxRHs6WlQ>
- **Keep Pantry Pests Out of Your Kitchen:** <https://youtu.be/Bu5tWRSDsR8>

**Question: What should I do if my home has a Break In?**

**Answer:** If a break-in has occurred, please report it to the Police immediately. You will need to obtain a copy of the police report and notify your EQRE PM so that appropriate repairs may be made. Please provide the police report number when you contact us and send us a copy of the report of our records. Without a police report, damage charges will be the responsibility of the tenant.

**Question: How do we take the proactive approach to taking care of our new home?**

**Answer:** Cleaning is easier when you use a "preventative approach." **Here are some tips.**

- ❖ Always put away food and wipe up food debris.

- ❖ Clean pet bowls regularly to avoid attracting ants and other insects.
- ❖ Do not allow grease to build up in kitchens; use a sponge and soapy water regularly on counter tops, stovetops, and hood filters.
- ❖ Avoid cooking with very high heat. This will add to more grease build-up and cause damage to appliances. It can also be dangerous.
- ❖ Avoid mildew by venting rooms and bathrooms properly, particularly after baths and showers.
- ❖ Clean bathroom tile or other surfaces regularly to prevent the buildup of grime.
- ❖ Clean toilets regularly to avoid buildup of grime, rings, and mildew.
- ❖ Mop tile, wood, and linoleum to avoid "dust bunnies" and the buildup of grime.
- ❖ Do not use wax on linoleum or tile or hardwoods. Do not use "cleaning products" on tile.
- ❖ Vacuum all flooring regularly, particularly carpets. This will save money on carpet cleaning bills.
- ❖ Regularly pick up debris and pet feces in outside areas.

## PROPERTY VISITS

It is the policy of EQRE Properties to do an annual walk thru to include a third-party assessment of the home. In some cases, an owner may require a bi-annual assessment to be completed. These arrangements will be made with you in advance with appointments scheduled. This should only take less than 30 minutes. **We would request that you be present.** We are not there to address housekeeping, but to access property issues and report to the owner regarding any deferred maintenance they need to address. We've done thousands of these over the years and understand your concern for privacy. This will also be a time to point out any concerns you may have with the home so it can be documented at that time.

## HOMEOWNER ASSOCIATION ISSUES:

If a Homeowners Association manages the community, you need to get familiar with the basic rules and regulations and follow them to avoid fines and penalties. Some HOA's are very aggressive about enforcement of their rules and resisting them will only cause you grief and cost you money. Review the HOA's website to **get familiar with the rules in the community**. If an owner is charged any sort of fine for any violation, the tenant will ultimately be charged for that plus an administrative penalty from EQRE PM Properties.

**Here are some of the most common issues we deal with on a continual basis:**

- **Yards ...** Hands down, the number one complaint we get from owners is letters from the HOA stating that your yard is too long. In around 95% of our homes, the tenant is responsible for the yard maintenance. When they fail at maintaining the yard to the HOA's liking, the owner gets a nasty gram letter. Often time, this is the first violation of any kind the owner is receiving about anything from the HOA and they typically make a very big deal about this assuming the tenant is not maintaining the yard at all. **If EQRE PM Properties receives a letter from an owner**, who has received a letter from their HOA – we will charge the tenant \$35 regardless of what the letter is for and even if the tenant has already complied with the request. Reason is, at some point the HOA did not falsely put that letter into the mail for no reason – something had to have triggered this. In addition, EQRE PM Properties has to deal with the administrative time and cost to put the corrective action in motion to ensure the HOA request is met.
- **Parking ...** Most communities have rules about where you can and can't park. Follow the rules and you will avoid violations and fines. Make up your own rules, and you'll hear from them.
- **Access to Amenities ...** Occasionally there are keys, passes and codes to gain entry to the community amenities. If you have trouble with any of them, let us know and we'll help you secure

them. HOAs often try to prevent renters from using the amenities, and there's nothing we can do to change that. **Friendliness and cooperation** usually help a lot in getting help with these things. Be prepared for the HOA to require you to stop by their office with a copy of the lease, your Identification cards (Driver's License) and sign waivers to use their amenities such as the pool or playgrounds.

- **Mailbox Keys ...** Most of the time we will provide you with a mailbox key if we are provided one from the homeowner. However, the safest and most correct way to obtain a key is to have the local post office make a new key for the box they assign to you. This way YOU (the tenant) will have the only access to mail in that box. Take the first page of your signed lease to your local post office and they will cut you a new mail key.
- **Parking for Boats, Trailers, and RV's ...** One of the biggest complaints coming out of the HOA's is when a tenant parks a boat, trailer, or RV at the residence. This could be in the driveway or street parking near the home. **Most HOA's have rules** about when a boat, trailer, or RV can be parked at the residence. If a tenant owns a boat, and has that boat in storage, the HOA will only allow that boat to be temporarily parked at the home over a weekend. An example would be the before and after a weekend fishing trip while gear is picked up and dropped off. Any overnight parking if found will result in a letter sent to the owner. The same holds true for trailers, large commercial trucks, or RV's. A good rule of thumb is that if it is other than a passenger car or truck, the HOA would not want it parked at the residence more than a few hours. We ask that tenants be aware of these rules. The end state is still the same – if we have to deal with an HOA complaint, we will have to fine the tenant \$35 per occurrence.

### **SHOWING INSTRUCTIONS AND MOVE-OUT PROCEDURES:**

Your lease agreement authorizes **EQRE PM Properties** to show the property for rent. We will place a sign in the yard and place a key box on the property to begin showing the property to prospective tenants.

- **YOU DO NOT HAVE TO BE PRESENT AT TIME OF SHOWING! ...** A key box is a locked container in which a key to the property is placed. The key box can be opened with a special combination specific only to that particular key box, with the codes guarded by our staff and our security measures. This will allow only licensed Realtors either **EQRE PM Properties**, or other real estate companies to gain access to the property for a showing.
- You may withdraw your authorization to allow a key box on the property by providing written notice to **EQRE PM Properties** and by paying the Landlord a fee of one **(1)** month's rent as consideration for the withdrawal. **EQRE PM Properties** will remove the key box after receipt of the notice is received, along with the required fee. Removal of the key box does not alleviate your obligation to make the property available for showings.
- **EQRE PM Properties** may still show the property at reasonable times to prospective tenants.
- **FAILURE TO ALLOW FOR REASONABLE SHOWINGS ...** Tenant understands that failure to allow for reasonable showings as well as not keeping the Property "showable", can constitute default of the lease, and the security deposit, in its entirety, may be forfeited for this reason.
- There is a **\$50 fee for** each denied, canceled showing, or if the property is unable to be accessed for showings.

- Do not lock the **keyless deadbolt on the front door**. If there is a security system, call our office to confirm that we have the correct security code.
- The Lease Agreement also requires you to **secure your pets or remove them** from the property if they would interfere or prohibit showings.
- **Tenants will be charged trip charges or even lose their deposit if they prevent or prohibit showings.**
- **IMPORTANT FOR YOUR SAFTY ...** Do not allow any prospective residents in your home unless they are accompanied by their real estate agent, or a staff member from **EQRE PM Properties**. If they show up unaccompanied by an agent - refer them to our office to make arrangements to see the property. If you have any questions call our office. 979.696.4464

## **HELPFUL MOVE-OUT PROCEDURES**

The following **suggestions & helpful reminders** are listed to ensure the maximum return of your security deposit. Also here are some helpful reminders of items that many people overlook or forget upon vacating. **Please use these HELPFUL guidelines.**

Now that you are moving out, your lease agreement requires that you leave the property in a clean and undamaged condition. We have every intention of returning your security deposit as long as you have fulfilled your agreement with us. **The following information is provided to help you get your security deposit returned without any misunderstandings:**

1. According to the terms of your lease, **EQRE PM Properties** has 30 days to return your security deposit. Security deposits will be mailed to the forwarding address left with the office within 30 days after the move-out inspection.
2. Remember to CLEAN your rental property inside/outside to avoid any charges against your deposit. Refer to the Move Out Checklist for further information.
3. Cooperate with showings of the property for sale or rent, keeping the home in a presentable condition.
4. You must provide the office a complete Forwarding Address.
5. All Keys, Garage Door Openers and Gate Remotes, etc. must be turned in by the expiration date of the lease agreement, or pro-rated rent will be charged daily until they are turned in. Post Office keys: If mailbox keys were originally issued by the Post Office, should be turned into the Post Office with a change of address notice.
6. We will conduct a final move-out inspection after all furnishings have been removed and all CLEANING accomplished and the keys are turned into **EQRE PM Properties**, to document the condition that you leave the property---We will send out a photographer to do move-out pictures. He/She will not be able to tell you what charges will or will not be charged against your security deposit. The property manager will compare the move-in pictures with the move-out pictures along with your move-in check list, and the reports from the maintenance personnel after you move-out to determine if there will be are any charges against your security deposit. We do not do move out inspections with tenants present at the property. Remember the photographer will only take move-out pictures. He/She will not be able to tell you what charges will or will not be charged against your security deposit. They are only there to document the condition of the property.
7. Utilities must be on during the inspection. If the Utilities are not on for the move-out inspection, tenants will be charged a \$50 trip charge. Any delays caused by the Utilities not being turned on will delay the return of your security deposit.



8. Tenants are not permitted back on the property after vacating.
9. Call utility companies and arrange for final readings. (Remember: Utilities must be left on for the move-out inspection).
10. **PLEASE REQUEST OUR CLEANING/MOVE-OUT SURVIVAL GUIDE CHECKLIST**
11. **Question:** How do I get my security deposit back? ... Our greatest desire is to give you all your security deposit back. You can control this by taking great care of the home during your residency and making sure that it is clean and free of debris for your move out inspection. During the move out inspection we will take your move in inspection and compare it to the current condition of the home. We will have to charge for the items not identified at move in.
12. **Question:** What are maintenance charges to me if all items are not satisfactory at move-out? We pay maintenance contractors and cleaning companies to do the work. They charge us standard retail rates for quality work. You will pay the cost to repair or replace the item(s) back to the original condition. Save yourself money and return the house to its original condition when you move out. Don't forget to turn in keys, garage remotes, pool passes, gate passes and mailbox keys!
13. **Question:** Where will the security deposit check be mailed? The deposit will be mailed to the address that you give us in writing. If no address is given in writing, the security deposit will be MAILED TO YOUR LAST KNOWN ADDRESS. THE PROPERTY YOU JUST MOVED FROM.
14. **Question:** What happens if I accidentally take the garage door remotes? If the remotes are missing at move-out, we will charge you for them. Garage door remotes are expensive, and some brands are hard to find.
15. **Question:** Do I have to be present during the move-out presentation? No. We understand the difficulties in scheduling time away from your job. Your presence is not required at the move-out. Move-Out Inspections are scheduled Monday through Friday between 9 am and 5pm, not on holidays or weekends.
16. **Question:** What if I do not have the time to do house cleaning, carpet cleaning, flea treatment, landscaping, or other repairs? We have reliable people who can do these things for you. We are happy to help. However, if you don't handle this, we will deduct the cost of the invoices from your security deposit. Carpet and flea treatment receipts must be provided at time of move out inspection.
17. **Question:** How is the security deposit disbursed if there are roommates? We will disburse the funds according to written instructions signed by all Residents. If all cannot agree, EQRE PM Properties will disburse one check to all Residents on the lease.
18. **Question:** What are my responsibilities if I had a pet? The pet addendum calls for some specific items that you must do at move-out:**1.** Have the carpets professionally cleaned and deodorized. Have a receipt ready for **EQRE PM Properties** when you do your move-out inspection, or funds will be withheld to have the carpets cleaned and deodorized. Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, holes in the yard, and repair any damage caused by the pet. Owners are particularly sensitive to pet damage, so we will be too. **Get rid of all pet related odors.**
19. **Question:** How do I handle utilities? You are responsible for your utilities through the day of the inspection. Contact your utility companies and alert them of your moving date. Notify **EQRE PM Properties** in writing concerning your last day of occupancy so we can make arrangements to keep them on. Utilities must NOT be turned off prior to the Move-Out Inspection! If utilities are off before the Move-Out Inspection is completed, you will be charged \$75 per provider to get them turned back on.



- 20. Question:** What happens if my deposit is insufficient to pay all I owe? You must make arrangements to settle up your account within 30 days of your move-out. Every effort will be made to give you time to pay what you owe. Unsettled accounts will be reported to the Credit Bureau and turned over to collection agencies for processing.
- 21. Question:** What happens if I am **not** out on the date I am expected to be out? You're still under the lease and rent is due. There is a holdover **PENALTY OF \$500 AS WELL AS A PER DAY PENALTY CHARGE**. Keep utilities on until the move-out inspection. If you do not give us clear instructions that you are out, we will be slow to enter the property. If you do not notify us of your change in move-out date, you will incur a \$75.00 Trip charge. Please be sure to keep us informed so we know when you are completely out and can take over the property. Your rent stops when we do the move-out inspection, so let us know when you are out.

We Know This handbook is a Little overwhelming.

It is meant to inform our residents of the vital information they need to enjoy their rental experience.

It will serve as your guide regarding paying rent, handling maintenance, lease renewals, early terminations, Homeowner Association issues, property visits, and a host of other topics.

We hope you'll find just about everything you need in this handbook.

**979-696-4464**  
**pm@equitybcs.com**