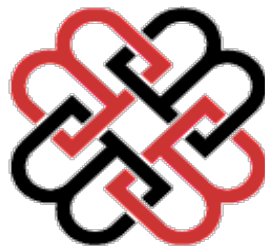




BAINBRIDGE
REALTY GROUP

The BRIDGE between you and your Real Estate needs.

Landlord's Rules and Regulations



BAINBRIDGE
REALTY GROUP



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REVISION CONTROL: PLEASE NOTE THAT THIS DOCUMENT CAN BE REVISED AND UPDATED AT ANY TIME. THE CURRENT VERSION IS CONSIDERED TO BE THE REVISION AVAILABLE ONLINE AT BRGPROPERTIES.COM.



1. MOVING IN

MOVE-IN INSPECTIONS: Prior to your move-in, our staff performed a walkthrough of the property to document the property's condition. When you move into your home, you will need to go through the property room by room, as well as the exterior of the property, noting the property's condition on the Residential Lease Inventory and Condition Form provided to you at lease signing (and also available on our website) and make special note of any defects which exist at that time. The Move In Check List needs to be completed and be submitted to our office within two (2) days of move-in, as it will remain in our files until move-out. It is important that you submit this form to our office, or it is assumed that the property is in perfect condition at the time of your move-in.

UTILITY SERVICES: While a property is vacant, utility services (water, electricity and/or gas) are either turned off or remain on an active account under Bainbridge Realty Group. You must make arrangements to have any necessary utility services transferred to your name, effective on your move-in date. It is *very* important that you make the necessary arrangements in advance. If you fail to do so, you could be without utility services upon move-in as we typically schedule to terminate these services prior to a tenant's move-in date. Bainbridge Realty Group will not be responsible if the tenant does not have utility service at the time of move-in. If, however, the services are not transferred upon your move in date and Bainbridge Realty Group is invoiced by the utility company for services that occur on or after your move-in date, you will be invoiced for the utility service plus a \$35 processing fee. An invoice indicating the amount due (including processing fees) along with a copy of the utility service provider's invoice will be mailed to you. Payment is due upon receipt. Failure to pay these charges in a timely manner may result in termination of your right to occupy the property. You can locate a list of local utility providers on our website.

WE NEED A WORKING CONTACT NUMBER: Occasionally, we find it necessary to reach our tenants by phone. When your new home phone has been installed, please call, or drop us a note, to advise us of your new home telephone number. If you do not plan to have a home telephone line installed, we need to have a valid contact number (Cell or Work number). If in the future, your cell, work or home number changes, please notify us of the change so that we may update your records. We consider our tenant's phone numbers to be confidential information and they are never given out without your permission. Alternatively, you may also update your account and contact information via the online Resident Web Access portal.

WE NEED A WORKING EMAIL ADDRESS: If we are unable to reach you by phone, we will try to reach you via email. If you would like to access the Resident Web Access to view your account and pay your rent online, a working email must be provided and kept up-to-date.



2. PAYING YOUR RENT

PLACE OF PAYMENT: Rent can be paid in our office or via the Resident Web Access link located on our website. You will need to register your account with our office for access.

DUE DATE: Rent is due on or before the first (1st) day of each month and is considered “ON TIME” if received **IN** our office (or online through the Resident Web Access portal) by the close of business on the second (2nd) day of the month. Weekends, holidays and mail delays do not relieve the tenant from paying rent on time. If the 1st, and/or 2nd day of the month happens to occur on a weekend, or holiday, **payment is due in our office by the close of business on the Friday prior.** Any payments received in the drop box after close of business (including weekends and holidays), will be processed on the next business day. NO personal checks are accepted after the 10th day of the month.

LATE CHARGES: After the second (2nd) day of the month, a late fee of 5% will be charged on following business day, typically the third (3rd) day of the month. Each day after, if rent is not paid in **full**, an additional late charge of \$5.00 will be assessed for each day thereafter that the rent is not paid. If you are unable to pay all of your rent when it is due, at least half must be paid by the 5th of the month or eviction proceedings will be initiated. Late charges will continue to accrue until rent payment is paid in full. All charges are paid upon the order of entry. Meaning, if you are charged with a late fee, and the following month’s rent is due, payments will go toward the late fee first. The remaining payment will go toward the next charge (typically rent.) If the rent is not paid in full, additional late penalties will accrue until it is paid in full. If late penalties are assessed, make sure that the amount of money you pay can cover both the late fee any other charges assessed, especially rent. (Please note fees are applied according to your lease)

PERSONAL CHECKS: We are happy to accept your personal check as payment for the rent. However, if your check is returned by your bank for insufficient funds, the following will apply:

- The rent will be considered late and late charges will be assessed. In addition you will be charged a \$35.00 returned check charge (as stated in lease).
- **YOUR CHECK WILL NOT BE RE-DEPOSITED BY BAINBRIDGE REALTY GROUP OR OUR BANKING INSTUTITUE.** If your check is returned unpaid, you will need to come by our office to replace it with certified funds (Cashier’s Check or Money Order.)
- Any and all future payments are required to be certified funds (Cash, Cashier’s Check or Money Order.) If you bring or mail or drop off a personal check, that check will be held until the certified funds are brought in and rent will be considered late if the certified funds are brought in after the due date. Late fees will be assessed accordingly.



RENT COLLECTION POLICY: Before you are approved to lease a property managed by Bainbridge Realty Group, we do a very thorough credit check. We verify your employment and rental history.

Occasionally, there may be times when, for reasons beyond your control, is not possible to pay your rent on time. We want to be able to work with you in these instances, but feel that your monthly rent should be a **FIRST PRIORITY OBLIGATION**. It is your responsibility to notify us if the rent cannot be paid on time and in full. It should not be necessary for us to reach you by phone or make a special trip to your house to contact you. We expect that you will contact us, advise us of your circumstances, and try to work out an acceptable payment schedule if the property owner is willing. Late fees will be assessed accordingly.

If your rent is not received in our office and on time (by the close of business on the 2nd day of the month), the following steps may be taken:

A legal “24 Hour Demand for Possession” notice will be mailed or delivered to your residence and/or may be posted on the inside of the front door.

PLEASE DO NOT INTERPRET THIS TO MEAN THAT WE WANT YOU TO IMMEDIATELY MOVE OUT.

If after mailing, or posting the notice, we have not heard from you to attempt to make payment arrangements, or pay all past due rent in full, within 24 hours, we will file for eviction at the appropriate Justice of the Peace Court for your district and you will incur the charges for the filing.

Please remember that we will try to be flexible. We want to have every opportunity to work with you and help you through special circumstances. **WE MOST CERTAINLY DO NOT WANT YOU TO MOVE UNLESS NO OTHER AGREEABLE SOLUTION CAN BE REACHED.**

Additionally, once you are behind in rent, the Landlord has the right to refuse any partial, or full payment.

4. MAINTENANCE

According to the terms of your lease agreement, you are responsible for maintaining the interior of the property and, unless your lease states differently, the exterior of the property, and front and back yards. The following are several items of regularly required maintenance, which we feel are extremely important and, if neglected, can lead to extensive damage and costly repairs at your cost:



LAWN AND EXTERIOR MAINTENANCE: Unless otherwise specified in the lease, you are responsible for maintaining the lawn, shrubbery, trees and other landscaping located on the property. This includes watering, fertilizing, trimming, cutting, and maintaining as needed at all times to maintain proper health. Flowerbeds are to be kept clear of weeds and tended to regularly.

HEATING & AIR CONDITIONING SYSTEMS: Furnace and AC filters need to be changed on a monthly basis, especially during the hot summer months. When the filter becomes dirty and clogged, it can cause serious damage to the system. It also causes the unit work harder and to use more energy to do the job. Frequent changing of the filter will reduce your electric bill and will also prevent costly damage to the unit. If repairs are required because the filter has not been changed and the unit is dirty, it will be considered tenant negligence and you may be held responsible. It is not recommended to use extended life filters as they clog up just as fast as month-to-month filters.

Weeds and grass must be kept trimmed around the outside unit. Fire ants are attracted to the outside AC unit and can cause severe damage to the outside unit. Please keep weeds, grass trimmed and treat the area around the unit for fire ants.

HEATING AND AIR CONDITIONING SYSTEM FAILURES ARE NOT CONSIDERED EMERGENCY MAINTENANCE ISSUES.

CAULKING: Part of your responsibility for taking care of the property is making sure that the caulking is adequately maintained in all areas where water and moisture collect. This includes:

- Around the kitchen sink
- Vanity area in bathrooms
- Around base of commodes, tubs and showers
- Tiled area by the tubs and showers

FIRE ANTS: North Texas experiences a continuing problem with fire ants. It is virtually impossible to eradicate them permanently. Fire ants can be controlled; however, it requires regular continuing applications of pesticides. We recommend the use of Amdro, Diazinon crystals or other chemical treatment. These products are available at most nurseries or hardware stores. These substances are toxic and should be stored away from young children and pets. Please read and adhere to the manufacturer's instructions and warnings prior to use. Exterminating for any variety of pests is the Tenants' responsibility.

WINTER MAINTENANCE, INSULATION OF OUTSIDE FAUCETS: As soon as temperatures start to drop towards freezing, you will need to insulate all outside faucets to prevent freezing. Styrofoam caps at local hardware stores, which are designed for this purpose may be used. Old towels, or rags, can also be wrapped around the faucets and exposed pipes and secured with duct tape.



If you have not taken these necessary precautions and your pipes burst or are damaged due to freezing, the cost of necessary repairs will be your responsibility. If Bainbridge Realty Group has to insulate any pipes at any time; you will be billed for the service.

SUMMER MAINTENANCE: Most of the soil in our part of the state requires frequent watering to keep the plants healthy and to prevent deep cracks from developing. Lack of adequate moisture in the soil can also cause severe damage to the foundation of your house and cost several thousands of dollars to repair. Soaker hoses are recommended year round and you are **REQUIRED** to water the foundation **YEAR ROUND**.

Since we do not receive enough natural rainfall in the summer, your responsibility for maintaining the yard must include regular watering. You will need to have a long hose and sprinkler and establish a regular watering program during hot or extremely dry weather to keep the grass and shrubs green and healthy and to prevent the soil from cracking. Failure of any existing sprinkler systems will not be an excuse for dead grass/shrubs.

REPORTING MAINTENANCE PROBLEMS: Repairs or improvements must be in writing. Maintenance request may be submitted via the Resident Web Access portal on our website at <http://brgproperties.com>. In addition, maintenance request may also be mailed, emailed, transmitted by FAX, or delivered to our office in person. This includes emergencies.

On receipt of your request, the work will be assigned to the appropriate contractor or general maintenance person who will contact you directly to make arrangements with you to gain access to the property. It is extremely important that both your work and home phone numbers are included on the request. If you fail to keep the appointment, you will be billed for the contractor's time.

PLEASE BE PATIENT. If the work you are requesting requires authorization from the owner, we must first contact them for permission before we can proceed.

If the problem is found to be tenant's responsibility, or is due to tenant negligence, you will be billed for the contractor's charges. Payment will be due within ten days of receipt of the invoice. Items of tenant responsibility include, but are not limited to:

- Plumbing clogged by accumulation of hair or foreign objects (wash cloths, diapers, feminine hygiene products, children's toys, etc.)
- Foreign material in the dishwasher or disposal,
- Failure to change AC or furnace filters,
- Failure to control fire ants enabling them to enter the outside AC unit,
- Failure to maintain caulking in bathroom and kitchen areas,
- Failure to protect outside faucets from freezing weather



- Failure to report a water leakage or items not repaired that has caused damage to the property.

If you are delinquent in the payment of rent at the time a repair notice is given, Bainbridge Realty Group is not obligated to make the repair unless it is an emergency maintenance issue which affects your physical health or safety and/or that of the property.

EMERGENCY REPAIRS: A maintenance emergency is defined as those problems which “materially affect the physical health or safety of an ordinary tenant” and is not a condition that merely causes inconvenience or discomfort.” Emergency response will generally be restricted to fire, uncontrollable water flow (broken pipe which cannot be shut off through shut-off valve), gas leak, etc. Although we realize that Heating and A/C, or other appliance malfunction can be uncomfortable and inconvenient, they are not considered emergency issues.

Emergency and extremely urgent repairs should be reported to the office by phone at 817-386-5675. For emergencies after normal office hours, please call (817) 866-0662. After hours emergency calls will be handled to the best of our ability. **YOU ARE STILL REQUIRED TO SUBMIT IN WRITING!** If you reach our voicemail, you **MUST** leave a call back number.

The owner of the property will be responsible for the cost of repairs if it is proven tenants, or tenants guest or occupants, did not cause damage. But, the tenant will be responsible for the first \$50.00 of the repair, please remember that you are renting a single-family home. Sometimes maintenance issues can take sometime on occasions several days (especially in extreme weather conditions such as record breaking high or low temperatures) as maintenance is performed by independent contractors and we have no control over scheduling. Occasionally, utilities may have to be used in order to resolve the maintenance issue. Utility usage by the contractor will be the resident’s responsibility to pay. For any reason tenant caused damage to the leased property and an insurance claim is made, tenant is responsible for owners cost of deductible. There will not be any reimbursements for the following:

- Electric, water, gas, or any other utility usage
- Damage to personal property or deductible for any insurance claim
- Time off work to schedule any appointments to have the maintenance issue repaired
- Food spoilage in the event of appliance or electrical failure
- Any expenses incurred by tenant including, but not limited to, rent concession, hotel or motel expenses, eating out expenses, etc.
- Rent for non-usage of any part of the property.

PERIODIC INSPECTIONS: Bainbridge Realty Group maintains the right to inspect the property at ANY time during the term of your lease, and for ANY reason. We cover each home individually, inside and out. When your home is scheduled for inspection, you will be notified in advance and



will have an opportunity to be present if you desire. If your locks have been changed we have the right to have the property re-keyed at the tenant's expense.

5. PET POLICY

Many of our tenants own pets. This may have been one of the reasons you decided to rent a home instead of an apartment. If you own a pet, you are responsible for seeing to it that your pet does not do damage to, or soil, the house and yard. You are responsible for making sure that your pet is not a nuisance to your neighbors. All Dogs and Cats are required to be registered/licensed with the city in which the property is located and shots maintained. Proof of pet registration/license and shot records can be requested at any time.

Our company policy (unless directed otherwise by individual Owners) is to allow each tenant to keep up to a maximum of two pets. If your pet is a dog, the house you rent must have a fenced yard. Bainbridge Realty Group, LLC and the owner of the property will not be liable for any damages, or attacks, that your pet is responsible for due to your failure to maintain a safe environment for your neighbors.

When you move out, if you have kept a pet (either with or without our permission), your carpet will be shampooed, deodorized and sanitized to protect future residents from health hazards. Both house and yard will be treated for ticks and fleas. The cost of these services will be deducted from your total Security Deposit.

If you have a pet, your lease will indicate that you own a pet and an additional pet deposit per pet will be collected. If you wish to acquire a new pet after you move in, please notify our office in advance to request permission, sign the pet agreement, and make arrangements to pay the pet deposit. Failure to notify Bainbridge Realty Group, LLC of new pets living in the property will result in an immediate Unapproved Pet Charge and/or may result in termination of your lease agreement. **AT NO TIME ARE UNAUTHORIZED PETS ALLOWED AT, OR IN, THE PROPERTY - EVEN IF "VISITING" OR "PET SITTING."**

6. USE OF THE PROPERTY

The house or unit you are renting from Bainbridge Realty Group, LLC is intended for use as a personal residence only. Other types of usage which are strictly prohibited include:

- Any activity, which is in violation of the law or local zoning codes.
- Storage of boats, or recreational vehicles, except in the garage or on the paved driveway.
- Storage of non-operational vehicles or other material anywhere on the paved driveway.



- Repairs done to autos or other vehicles are permitted only if done inside the enclosed portion of the garage.
- Any illegal activities

Only the occupants listed on the lease are permitted to reside at the property. Guest are not permitted to stay on, or at, the property for longer than the term defined within your lease. We understand that living situations change. If someone is going to reside at the property that was not listed on the original lease, please contact our office. Any person(s) over the age of 18 that you would like to reside at the property will be required to submit an application for approval.

7. IMPROVEMENTS TO THE PROPERTY

Bainbridge Realty Group does not own the home you are leasing. An individual investor owns each property, and each owner's circumstances are different. Some owners encourage their tenants to make improvements and are willing to pay for materials used. With other owners, even a necessary plumbing or air conditioning repair can create a financial hardship for them. Unless they are financially unable to do so, many owners will pay for materials used to improve the property. If you have a specific project in mind, call us so that we can present it to the property owner for approval before you proceed. Please remember, if you hope, or expect to be reimbursed for the cost of the materials you purchase, **PRIOR APPROVAL MUST BE OBTAINED BEFORE STARTING ANY PROJECT AND MUST BE IN WRITING. THERE WILL BE NO REIMBURSEMENTS FOR UNAPPROVED WORK.**

8. ALTERATIONS TO THE PROPERTY

If you wish to make a decorating change or other alteration to the property at your own expense, you must first call us for authorization before you proceed. Approvals will be granted/denied on a per incident basis and may be subject to the property owner's approval.

RETURN TO ORIGINAL CONDITION: If the alteration is such that a future tenant may not find is desirable, the cost of returning the property to its original condition will be at your expense.

ABOVE GROUND SWIMMING POOLS: Above-ground pools create a tremendous potential liability for you, for our company, and for the owner of the property. For this reason, our company policy strictly prohibits tenants from installing above-ground swimming pools in their yards. (Shallow wading pools which can be filled and emptied each day are OK.)

There are NO EXCEPTIONS to our above-ground pool policy.



9. HOA

At anytime during occupancy Bainbridge Realty or the property owner receives a fine caused by tenant's actions, or lack thereof, the tenant will be responsible for charges by HOA.

10. WATERBEDS

If you choose to have a waterbed, the following conditions apply:

- They must be kept on the ground floor only.
- Tenant assumes total responsibility for any damage to property caused by the waterbed.
- Tenant submits copy of paid waterbed insurance policy or pays additional damage deposit of \$300.

10. INSURANCE

Each of our homes is insured against loss due to fire and other hazards. The homeowner's insurance policy will only cover the dwelling and **NOT PAY FOR ANY TENANT POSSESSIONS.**

It is up to the tenant to decide weather or not to have your personal items insured; however it is advised. Renters Insurance can be obtained that will protect you from loss by fire or theft and also cover you for liability. The agent who handles your car insurance can probably advise you regarding this type of insurance.

A minimum \$350,000 General Liability Insurance policy is **REQUIRED** for any property that has an in-ground pool. Proof of liability insurance must be submitted to the office to keep on file at move-in. This policy must be maintained throughout the term of your occupancy and Bainbridge Realty Group can request at Proof of Liability Insurance at anytime.

11. RENTAL INCREASES

When the initial term of your lease expires, it will be reviewed and there is a possibility that your monthly rent could increase. A rent increase, however, is not automatic. Rents are not systematically increased unless the market rent for similar homes in your neighborhood is higher than what you have been paying. If you receive a notice of rental increase that would cause a financial hardship, we urge you to make us aware of your circumstances. If you have good rental history and are maintaining your home, we will discuss the situation with the owner and try to work



with you. We most certainly do not want you to move without having had an opportunity to reach an acceptable compromise.

12. LEASE RENEWAL

Prior to the original term of your lease expiration, you should receive a Lease Extension Agreement, which may, or may not, include a rental increase. If you do not wish to renew, and prefer to continue on a month-to-month basis, a small surcharge may apply. Decisions not to renew a lease are typically at the sole discretion of the owner and may be based on tenant payment history, failure to maintain the property per lease agreement, property owner prefers month-to-month agreement, etc. Even though your lease has an end date, it automatically renews on a month-to-month basis.

If you continue renting the property either on a month-to-month basis, or with a signed lease extension agreement, all other provisions of the original lease will still apply including **the requirement that you pay rent in a timely manner and give Bainbridge Realty Group, LLC a written 60 day notice if you plan to move.**

13. MOVING OUT

When the time comes for you to move out, you will need to present a written notice at least 60 days before the date you plan to vacate. You will need to make an appointment for a final Move-Out Inspection, which can be scheduled Monday through Friday between 10:00 am and 4:00 pm. Please call for an appointment.

If you have moved out, but did not schedule a Move-Out inspection, daily rent charges will continue to accrue until we are notified and keys are turned into the office.

We want to work cooperatively with you to ensure the greatest possible return of your Security Deposit. Your property should be ready for someone to move into the very next day. The following items will be checked at a minimum:

- Cleaning: Kitchen: sink, cupboards, stove, oven, refrigerator, etc.
- Bathroom: tubs, showers, sinks, commodes
- Vinyl Floors: mopped & waxed
- Carpet: Must be cleaned professionally and a receipt must be provided or you will be charged.
- Fireplace: ashes removed
- Yard: Neat, all belongings discarded & removed, grass mowed and edged, shrubs trimmed, weeds removed, driveway and walks swept.



- Garage: Empty and floors swept.
- Screens & Windows: In good repair.
- Built-Ins: Stove, dishwasher, garbage disposal clean and in good working order.
- Plumbing & Electrical: All systems operating properly.
- Heating & A/C: All systems operating properly and clean new filter.
- Caulking: Tubs, showers, sinks & commode bases properly caulked.
- Light fixtures/ceiling fan, bulbs, and other components.

14. RETURN OF SECURITY DEPOSIT

If you have lived in your home for the full term of the lease, and have given us a 60 day written notice of your planned move and written notification of your new home address (Post Office Box is not acceptable), you will be entitled to the return of your Security Deposit minus any legitimate deductions. These deductions could include, but are not limited to:

- Any unpaid rent, collection fees, late charges, returned check charges, and any other remaining charges
- Cleaning.
- Yard maintenance.
- Repair of any items damaged by tenant negligence during occupancy.
- Extermination for flees, ticks, roaches, ants, etc.
- Pet charges:
 - Non authorized pets
 - Shampooing, sanitizing and deodorizing the carpet.
 - Treatment for fleas and ticks.
 - Pet charges will apply for either inside or outside pets.
- Removal and/or storage of abandoned property.
- Damage to property or non performed maintenance.

After all deductions have been applied, the balance of your Security Deposit will be mailed to you no later than 30days after your forwarding address has been received. You will also receive a complete accounting of all items for which a deduction was made.

15. FUTURE HOME PURCHASE

After leasing a home from our company, many of our tenants purchase homes in the area. When you are ready to buy, our company's services include the sale of new and resale homes. If you have an



interest in purchasing the home you are renting, we can contact the owner and try to arrange acceptable terms.

Please contact our offices for inquiries about home purchases.

16. OFFICE HOURS

Our in-office hours are Monday through Friday from 9:00 am to 3:00 pm. Please understand that managing residential properties requires us to periodically step out of the office for showings, inspections, and other required duties.

