



Landlord's Rules and Regulations

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1. Move In

Move-In Inspections: At the time of lease signing, prior to your move-in, the tenant is provided with a Move-In Check List form, which must be completed, and submitted, to our office within two (2) days of move-in, or it is assumed that the property is in perfect condition at the time of your move-in.

Utility Services: It is the tenant's responsibility to verify all utilities the tenant will be responsible for, if those necessary utilities are available, and to secure services in the tenant's name effective on, or prior, to move in date. Bainbridge Realty Group, LLC, nor the Owner/Landlord, will be responsible if the tenant does not have utility services at the time of move in. In the event services are not transferred in time, and utilities are active, the tenant will be charged for the utility usage plus a \$35.00 processing fee.

2. Online Tenant Portal

Access: Upon move in, each tenant will receive an email with a link to set up the tenant's online account. Please note that the link provided is only valid for 48 hours. Once you successfully set up and log into your account, the tenant can view account activity, submit maintenance requests, edit contact information, view documents, as well as make one-time, and set up reoccurring online payments.

3. Payment of Rent

Due Date: Rent is due on or before the first (1st) day of each month. It is considered "ON TIME" if received **IN** our office 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 after the 2nd (including weekends and holidays), will be processed on the next business day.

Late Charges: If the total rent amount due is not received by 11:59pm on the second (2nd) day of the month, it is considered late, and a late fee of 5% will be assessed at 12:00 am on the third (3rd) day of the month. For each subsequent day thereafter, that the full rent amount is not paid in full, an additional late charge of \$5.00 will be assessed. Late charges are due prior to the next month's rent.

Application of Payment: All payments received are applied to the oldest charge first. For example, if the tenant is assessed with a late fee, and the following month's rent is due, payments received will be applied to the late penalty first and the remaining payment applied to the rent due. Late fees will be assessed if full rent amount not paid when due.

4. Payment Methods

Online Payments: Payments can be made online through the tenant portal via electronic draft. There is a \$5.00 Convenience fee to make a payment online. Tenants can make on-time payments or set up reoccurring payments. If setting up reoccurring payments, it is the tenant's responsibility to keep track of start date, reoccurring payment dates, and end date. Online payments will be marked as received on the date they are submitted; however, the payment typically takes 3-5 business days to settle between the banks and post to your checking account. Only one online payment per tenant can be processed at a time. Any subsequent payments can be submitted after the online payment has settled.

Certified Fund & Personal Checks: Certified funds (Cashier's Check and Money Order) and Personal Checks can be mailed to the address listed in the footer of this document.



Bank Rejection of Payment: If your online payment, or personal check, is returned by your bank for ANY reason, 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 Non-Sufficient Fund (NSF) Fee (as stated in lease).
- All future payments will be required to be submitted as certified funds (Cashier's Check or Money Order.) If you mail a personal check, that check will be held until the certified funds have been received. Rent will be considered late if the certified funds are received after the due date and late fees assessed accordingly.

5. Use of Properties & Prohibitions

The house, or unit, you are renting from Bainbridge Realty Group, LLC is intended for use as a personal residence only. In addition to Section 12D of the lease agreement, which identifies certain types of usage which are strictly prohibited, waterbeds are also strictly prohibited.

Multifamily Parking: Multifamily property tenants must park in assigned spots as identified in the lease agreement. Bainbridge Realty Group, LLC and the Landlord have the right to enforce Towing at any time and at the expense of the vehicle owner. Guests of tenants are permitted to park in the street OR assigned Guest Parking. At no time can a tenant, or guest, park in an unused parking spot without prior permission or a written agreement. Additionally, if towing is not enforced, Bainbridge Realty Group, LLC may elect to assess the tenant a \$10 per day fee for any vehicles parked in an unauthorized spot.

Home Owners Associations (HOA): If indicated in the lease agreement, all HOA Dues are due to Bainbridge Realty Group, LLC upon Tenant receiving Bill. Tenant is responsible for ensuring all HOA rules and regulations are always followed and are responsible for paying any fines assessed by the HOA due to the tenant's failure to comply.

6. Maintenance & Tenant Responsibilities

Unless otherwise specified in the lease agreement, tenant understand that they are leasing the entire premises, not only including the dwelling, but also the property the dwelling sits on, and the costs associated with its ongoing maintenance. 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:

Heating, Ventilation & Air Condition (HVAC) System: HVAC filters need to be changed monthly, especially during the hot summer months. When HVAC filters become dirty and clogged, they can cause serious damage to the HVAC system by causing the unit work harder and to use more energy to do the job. Frequent changing of the filter will allow the HVAC system to operate more efficiently, potentially reducing your electricity usage. If repairs are required, and it is found that the HVAC filter has not been changed, it will be considered tenant negligence and you may be held responsible for the cost of repair. It is not recommended to use extended life filters as they clog up just as fast as month to month filters.

Maintaining the outside condensing unit is also required. Weeds and grass must be kept trimmed around the unit as well as removal of any other debris that may restrict air flow. Additionally, tenants are responsible for pest control around the unit, including Fire Ants, which are known to cause serious damage to outside condensing units.



Pest Control: The tenant is responsible for ANY & ALL pest control unless otherwise specified in the lease agreement. The tenant is permitted to hire licensed pest control contractors to service the property during the lease term. Any commercially available pesticides used by the tenant must be used in accordance with manufacturer's instructions and warnings, and must be securely stored from children and pets.

Winter Maintenance: When temperatures approach freezing (32 degrees), tenants are required to properly insulate all exterior faucets with commercially available faucet covers and wraps to prevent freezing of pipes. Failure to take this precaution may result in damage to plumbing and the tenant incurring plumber costs to repair. Additionally, if Bainbridge Realty Group, LLC must insulate any faucets due to tenant's failure to cover during freezing temperatures, the tenant will be charged \$35 per faucet cover installed.

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 many thousands of dollars to repair. Soaker hoses are recommended year-round and you are REQUIRED to water around the foundation year round.

During the summer, due to lack of adequate rain fall, the tenant is responsible for maintaining the yard, including regular watering, as specified in the lease agreement and as is allowed per city code. During hot or extremely dry weather, watering helps to keep the grass and shrubs green and healthy and to prevent the soil from cracking. Failure of any existing irrigation systems is not an excuse for failure to maintain. Tenant is responsible for all costs associated with replacement of dead grass/shrubs/trees as a result of failure to maintaining the yard.

Yard Maintenance: Not only is the tenant responsible for keeping trees, shrubbery and grass alive and weed free (including leaf removal), but also trimming and maintaining trees, cleaning up any fallen branches, and repairing the tree if that happens.

Roof Maintenance: Tenants are responsible for visually inspect the roof immediately after storms and reporting any leaks, missing shingles, or other visually apparent damages. Additionally, after these storms, interior ceilings should be inspected, including closets and garages, for signs of water leaks. To ensure proper function, rain gutters should be cleaned of debris throughout the year.

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 the base of tubs and showers,
- Countertops



7. Multifamily Unit Specific Rules

Gate Entry Codes / Access Cards: Unique Gate Codes and Access Cards are issued to tenant occupants only and are not permitted to be given out to non-occupants for any period of time. If it is discovered that gate codes and/or access cards are shared with non-occupants, tenant's unique gate code will be changed and/or tenant's access cards will be reissued and tenant will be charged a service fee of \$25.

Assigned Parking Spaces: If tenant(s) is assigned a parking space, only the vehicle identified on the tenant's application is authorized to park the assigned parking space. Any unauthorized car found to be parked in an assigned parking space will be towed at owners expense by a third party towing company. It is the tenant's responsibility to notify the Landlord of any change of vehicle.

Guest Parking: Guests are only permitted to park in designated visitor parking areas or on the street.

Pets: To ensure other tenant's safety and rights to enjoy the property, pets that leave the confines of the tenant's unit are required to be on a leash at all times while on the property. Pet waste is to be picked up and removed immediately. If tenant is found to be responsible for not removing their pet's waste as required, tenant will be charged \$25 per occurrence.

Smoking: To ensure other tenant's rights to enjoy the property, smoking by Tenant, Tenant's Guest, family, or occupants is strictly prohibited both inside the tenant's unit and on the property, including outdoor areas and parking lot. Please refer to Section 17E of your lease.

8. Repair Requests

Emergency Repairs: Emergency and extremely urgent repairs should be reported ASAP in WRITING via the Tenant Portal or separate email. For EMERGENCIES call (817) 866-0662. After hours emergency calls will be handled to the best of our ability and contractor's availability. **YOU ARE STILL REQUIRED TO SUBMIT IN WRITING!**

Non-Emergency Repairs: ALL REQUESTS FOR REPAIRS MUST BE SUBMITTED IN WRITING. This can be accomplished through the Tenant Portal. Tenants that do not have access to the Tenant Portal due to lack of resources available, may submit request via regular mail, fax, or email.

It is the Tenant's responsibility to evaluate, troubleshoot, and attempt to resolve maintenance issues to the best of their abilities. When submitting a maintenance request, please provide as much detail and identify the troubleshooting performed so that the issue can be appropriately addressed. Vague requests such as "AC not working", or "toilet not working," is not enough information to determine appropriate course of action, will result in follow up questions by property managers, and ultimately delay response time to repair.

If the HVAC system is running, but is not heating or cooling, **THE SYSTEM MUST BE TURNED OFF** and remain off until the HVAC contractor can repair...Do not leave it running!

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

On receipt and approval of tenant request for repair, the work will be assigned to the appropriate contractor, who will contact tenants directly to schedule to gain access to the property. It is extremely important tenant contact information is up-to-date in the Tenant Portal, or if submitting via other means, that contact information is included on the request. If Tenant fails to keep the scheduled appointments with contractors, the tenant will be billed the contractor's service charge for the contractor's time.



PLEASE BE PATIENT. Bainbridge Realty Group, LLC does not maintain an in-house maintenance staff and utilizes independent contractors to perform all repairs. As such, we cannot dictate the assigned contractor's priority for scheduled repairs. Occasionally, during peak times, contractors may not be available for several days; however, we do our best to ensure repairs are timely addressed.

If the problem is found to be tenant's responsibility due to tenant negligence, tenant will be billed for the contractor's charges. Payment will be due within ten days of receipt of the invoice. Additionally, if the owner of the property has to file an insurance claim due to tenant neglect, the tenant will be responsible for the owner's insurance deductible and/or must file a claim on their Renter's Insurance policy. Items of tenant responsibility include, but are not limited to:

- Plumbing clogged by accumulation of hair or foreign objects (Flushable wipes, wash cloths, diapers, feminine hygiene products, children's toys, etc.)
- Foreign material in the dishwasher or disposal,
- Failure to change HVAC filters,
- Failure to control fire ants enabling them to enter the outside AC unit,
- Failure to caulk in bathroom and kitchen areas,
- Failure to protect outside faucets from freezing weather
- Failure to report a water leakage or items not repaired that have caused damage to the property

Reimbursement for Repairs: Tenants are not permitted to perform, or hire contractors to perform, ANY type of repairs without express written consent. There will be no reimbursements for ANY unapproved work. **Regardless of fault, Tenants will not be reimbursed for the following:**

- Electric, water, gas, or any other utility usage
- Damage to personal property
- Deductible for any insurance claim
- Time off work for scheduled appointments to have the maintenance issue repaired
- Any expenses incurred by tenant including, but not limited to, hotel or motel expenses, eating out expenses, cleaning, replacement of food costs, etc.
- Rent for non-usage of any part of the property



9. Property Inspections

Routine Inspections: Bainbridge Realty Group, LLC maintains the right to inspect (inside & outside) the property on behalf of the property owner at any time during the term of your lease, and for ANY reason. When a tenant's home is scheduled for an interior inspection, the tenant will be notified in advance and have an opportunity to be present if desired. If locks have been changed, locks will be rekeyed at the tenant's expense. Exterior inspections do not require any notice.

Failure to Maintain/Violations: At any time during the lease term, if failure to maintain, or a lease violation is noted during an inspection, notice is sent to tenant providing the tenant will have a onetime opportunity to cure by date identified in notice. If a repeat offense occurs, Bainbridge Realty Group, LLC and/or the property owner, has the right to step in and serve notice to the tenant that services will be provided to remedy the violation at the expense of the tenant. Examples include, but not limited to: High lawn, pet waste clean up, etc. Continued violations may result in enforcement of service contracts for the remainder of the lease term at tenant's expense as deemed appropriate by Bainbridge Realty Group, LLC and/or the owner of the property.

Due to the potential damage caused and high associated costs, there will not be an opportunity to cure for failure to change HVAC filters discovered during inspection or during HVAC service call. Tenant will be charged \$350 fee for HVAC Contractor to clean the coils and will also incur additional charges for HVAC contractor to maintain a regular monthly schedule to change the filters through the remainder of the lease term.

10. Pet Policy

Prior to applying for occupancy, potential tenants are responsible for inquiring if that specific property accepts pets. Many Owners DO NOT ALLOW PETS.

If a potential tenant has a pet that is to be on the property at any time during occupancy, the pet must be listed on the application and must agree to the following details:

- Provide Veterinarian documentation of shot records and identify if pet is spayed or neutered.
- Maintain Liability Insurance with Pet Policy during lease term and provide Bainbridge Realty Group, LLC insurance declaration page
- Requested Fee/Deposit for each pet listed
- Comply with all city, county and state requirements for registration and ownership

If tenants are granted permission for pets to reside at the property, a pet deposit will be collected, and the lease agreement will include a Pet Addendum.

If, after move-in, a tenant wants to acquire a pet, it is required that Bainbridge Realty Group, LLC is notified in writing prior to obtaining the pet to request permission, sign the pet agreement, provide necessary documentation, and make arrangements to pay the pet deposit or pet fee. Failure to notify Bainbridge Realty Group, LLC of new pets permanently, or temporarily, living in the property, or another pet restrictions, will result in an immediate Unapproved Pet Charge of \$500 and/or Monthly Pet fees and may result in termination of your lease agreement.



Tenants permitted to reside in the property with a pet are responsible for ensuring that the pet does not damage the dwelling and property and pet waste picked up immediately. Tenant is responsible for ensuring the pet is not a nuisance to neighbors. If your Unit/Property does not have a PRIVATE FENCED IN YARD, the pet must be on a leash AT ALL TIMES when outside the dwelling.

Bainbridge Realty Group, LLC, and the owner of the property, are not be liable for any damages or attacks that tenant's pet causes due to tenant's failure to restrain and/or maintain a safe environment for neighbors.

11. Insurance Provisions

Each property managed by Bainbridge Realty Group, LLC 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 PERSONAL PROPERTY. Tenants are required to maintain a Renter's Liability insurance policy.

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. Rents are not systematically increased; however, rental market conditions for the area are evaluated prior to sending out lease extensions and are used to determine market rent. If you do not wish to renew and prefer to continue on a month-to-month basis, a surcharge will apply.

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.**

Decisions not renew a lease with a tenant are typically at the sole discretion of the owner and may be based on, but not limited to the following: tenant payment history, failure to maintain the property per lease agreement, property owner wants to sell or occupy, etc.

13. Move Out

All tenants are required to provide a written notice at least 60 days before the date you plan to vacate via the Tenant Portal and provide a forwarding address. 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.

If you have moved out, but did not schedule a Move-Out inspection, daily rent charges will continue to accrue, through and beyond the lease term, until we are notified and keys are received by Bainbridge Realty Group, LLC.

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, Any Pet Waste or Pet damage, 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, and countertops properly caulked.
- Light fixtures/ceiling fan and other components with working bulbs and globes/glass

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.

14. Security Deposit Closeout

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. We have 30 days to process the Deposit Closeout. These deductions can 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 fleas, ticks, roaches, ants, etc.,
- Pet charges:
 - Unauthorized Pet Fee (as applicable),
 - Shampooing, sanitizing and deodorizing the carpet,
 - Treatment for fleas and ticks,
 - Pet charges will apply for either inside or outside pets,
 - Pet Waste clean up
- Removal and/or storage of abandoned property.
- Damage to property, unapproved alterations & repairs, unperformed maintenance

After all deductions have been applied, the balance of your Security Deposit will be mailed to you no later than 30 days after move-out or 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, many tenants purchase homes in the area. When you are ready to buy, our company's services include assisting in the purchase of new and preexisting homes in the marketplace. If you have an interest in purchasing the home you are renting, we can contact the owner to see if they are interested in selling.