

## **TENANT ACKNOWLEDGMENTS**

I (We) acknowledge receipt of Cozyhomes Tenant handbook and understand that they are an addendum to and part of the Residential Lease Agreement.

I (We) acknowledge receipt of the Inventory & Condition Form and understand that it must be completed and returned to Cozyhomes within 3 business days of the lease commencement date.

I (We) acknowledge that utilities may not be on at the property and I must order them and transfer service immediately to avoid an interruption in service.

I (We) acknowledge that we may not attempt to touch up the paint when we give notice to vacate. If you attempt to do the touch-up paint and <u>it does not match</u>, then it could result in doing a full paint of the home for which you will be charged a minimum of \$1.15 per square foot.

I (We) acknowledge the \$15.00 processing fee must accompany all rent payments that are not paid online.

I (We) acknowledge that unauthorized occupants are not allowed and that there will be a \$500 per person charge, plus \$10.00 per day additionally, for each violation of the occupancy restrictions, per the lease agreement.

I (We) acknowledge COZYHOMES has a **Zero Tolerance Policy** for late rent payments and will not waive or negotiate late fees.

Rent is due in our office (through our online payment portal) on or before the first day of the month. No exceptions even if the first is a Sunday or Holiday. Do we ever make an exception to this policy?

Fair Housing Laws require that we treat every tenant equally and the only way to do that is to enforce the rules the same way for everyone, therefore we enforce late charges across the board.

I (We) acknowledge that the lease agreement gives Cozyhomes authorization to have periodic property inspections performed for the property owner.

I (We) acknowledge that the lease agreement gives Cozyhomes authorization to place the property on the market for rent and show the property for the last 30/60 days of the lease agreement. I (We) acknowledge receipt of a copy of Protecting Your Home from Mold.

I (We) acknowledge receipt of a copy of Renters Insurance Information.

I (We) acknowledge that we must change A/C filters every month.

I (We) acknowledge that in order to prevent misunderstandings, all Tenant communications with COZYHOMES must be through the resident portal.

I (We) acknowledge that all repair requests must be in writing. Maintenance requests can be placed through our resident online portal at cozyhomes4rent.managebuilding.com

Note: emergency repair requests may be called in, please follow up these requests in writing.

Mailbox keys are only issued by your local Post Office branch. You can pick up your mailbox key by calling (800) 275-8777 Ask USPS – Press 00 to bypass the main menu - Give the customer service person your address and zip code and they will tell you which Post Office services your property.

## **Tenant Charges**

### Failing to Transfer Utilities Fee - \$75

Fee charged when tenant fails to order utilities in a timely manner. Tenant is also billed for the cost of utilities from the day the lease starts. Example: two weeks after the lease has started, we get a call from the owner stating the water bill has not been transferred over into the tenant's name. This causes us more work as we have to make a record of this, notify and bill the tenant for the two weeks utility usage, and then follow up with all parties. To avoid this fee, tenant must make arrangements to transfer any and all utility services prior to the lease start date.

## "Notice to Vacate" Eviction Posting Fee - \$75

This fee is charged when rent is late, and the eviction process has begun. The \$75 charge will be assessed to the tenant in addition to late charges.

## Certified Letter Fee - \$25

This fee will be charged for any occasion the tenant is sent a certified letter for negative reasons. Examples are: a pending eviction, an unauthorized pet, failure to respond to email and telephone correspondence from Cozyhomes; or any other lease violation.

## Locked Out - \$75

This fee is charged if a resident is locked out and needs Cozyhomes to let them into the property.

## After Hours Maintenance Fee - \$100

This fee is for each occasion that an after-hours maintenance call is required for a routine service call. We understand that tenants have careers and can only be home at certain times after work or on the weekends -- the same applies to our staff. It is the policy of COZYHOMES to not perform any work on a property without the tenant being there to allow access to the home. We feel this will avoid any issues of missing items in the home or any uneasy feelings of key security. This fee will be assessed on a case by case basis and does not apply to emergency service calls such as a water issue.

## Maintenance Deductible - \$100

This fee is for any maintenance call after the first 30 days of the lease except for the maintenance described in the Texas Property Code and for any water related maintenance.

## Stop Payment Fee - \$50

This fee is charged if a tenant does not receive a check from COZYHOMES for any reason that is the fault of the tenant. An example would be if we were provided the wrong forwarding address and our check to you is lost in the mail. This necessitates a stop payment on that check and reissuance of another check. We are charged a fee for stop payment by our bank and that cost would be passed along to the outgoing tenant.

### **Re-Issue Check Fee - \$25**

This fee is charged to tenant when, through the fault of the tenant a check is lost and COZYHOMES must re-issue a check to them. It usually coincides with the stop payment fee.

# Failure to make the property accessible for showings for any reason Fee - \$100 per occurrence.

If Landlord or Landlord's agents are denied or are not able to access the property for any reason: Pets, Deadbolt left lock, Security System Armed, Etc.

## HOA & Lease Violation Administration Fee - \$25

This fee will be charged anytime the homeowner or COZYHOMES receives a letter for rule enforcement from the Homeowner's Association (HOA) and/or tenant has violated a condition of the lease agreement.

The most common examples are the lawn needing to be mowed and edged (tenant responsibility), the garbage cans left insight from the street on nongarbage pickup days, unauthorized boats or trailers parked in the driveway or on the street, A/C filters not being changed monthly, unauthorized pet on the property, unauthorized trampolines, etc. If any notice is received from the HOA or lease violation occurs because of tenant violations of the rules or lease agreement, there will be a \$25 charge added to the tenant ledger.

# If COZYHOMES must re-inspect property for a Tenant's lease violation, Tenant will also be charged a \$55 inspection fee per occurrence.

All charges listed above are assessed on a case by case basis. This list does not encompass all possible charges that can occur in the handling of tenant issues during and after the term of the lease agreement.

## Showing Instructions and Move –Out Procedures

Your lease agreement authorizes Cozyhomes to show the property for rent the last 30/60 days of your lease. We may place a sign in the yard, and place a key box on the property and begin showing the property to prospective residents.

#### If you cannot be present at the time of showing, we will use our key in the key-box.

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 thereby enabling the Cozyhomes representatives and cooperating brokers to gain access to the property.

You may withdraw your authorization to allow a key-box on the Property by providing written notice to COZYHOMES and paying the Landlord a fee of 2 month's rent as consideration for the withdrawal. COZYHOMES will remove the key-box within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the key-box does not alleviate your obligation to make the property available for showings.

Whether or not you authorize a key-box to be placed on the Property the Landlord (see Paragraph #14 of your lease agreement); may show the property at reasonable times to prospective tenants. Tenant understands that failure to allow reasonable showings as well as keeping the Property "showable" during this time constitutes default of the lease, and the security deposit, in its entirety, can be forfeited for this reason.

We use Centralized Showing Service (CSS) to Notify you of showings and to record who is showing the property and the approximate time they are showing it. Centralized Showing Service (CSS) will give you a courtesy call to inform you of each showing. A courtesy call means that they will give you a call but if they cannot contact you, the agent will still show the property.

Centralized Showing Service (CSS) will call the phone number that you have on file with the office to notify you of the approximate time when agent will be showing the property. If you would like CSS to contact you at another number, please call us immediately so we can properly notate it in our records.

# In addition, Centralized Showing Service will record if you deny or cancel showings.

There is a \$100 fee for each denied, canceled showing or property is unable to be accessed for showings.

Please do not lock the keyless deadbolt on the front door and if you use a security system, call the office to confirm that we have the correct security code.

The Lease Agreement 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.

Please do not allow any prospective residents in your home unless they are accompanied by their real estate agent. Please refer them to the office to see the property.

If you have any questions, please call.

## **MOVE-OUT PROCEDURES**

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, COZYHOMES 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. Refunds cannot be picked up at the office.
- 2. Remember to CLEAN your rental property inside/outside to avoid any charges against your deposit.
- 3. Cooperate with showings of the property for sale or rental, keeping it in a presentable condition.

You lease agreement authorizes us to place on the property a keybox containing a key to show the property during the last 30 days of your lease or at any time the Landlord lists the property for sale.

You may withdraw the authorization to place a key box on the property by providing written notice and paying 2 month's rent as consideration for the withdrawal.

Landlord will remove the key box within a reasonable time after receipt of the notice of withdrawal and payment of the required fee.

If agents are denied access or are not able to access the property because of tenant's failure to make the property accessible, tenant will be charged a trip charge of \$100.00.

Failure to allow reasonable showings during the final 30/60 days of the lease constitutes default of the lease. The security deposit, in its entirety, can be forfeited for this reason.

## PREPARING FOR MOVEOUT

- 1. You must provide a complete Forwarding Address through the resident portal.
- 2. 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 in to the Post Office with a change of address notice.

3. We will conduct a final move-out inspection after all furnishings have been removed and all CLEANING accomplished and the keys are turned in to Cozyhomes Management, 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 and with your move-in check list and the reports from the maintenance personnel after you move-out to determine if 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.

- 4. 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.
- 5. Tenants are not permitted back on the property after vacating.
- 6. Call utility companies and arrange for final readings. (Remember: Utilities must be left on for the move-out inspection).

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 this checklist as a guideline.

The condition of the property will be evaluated according to, but not limited to, the following: INSIDE:

- 1. All personal belongings must be removed from the premises.
- PAINTING: Please remove all nails DO NOT PATCH, SPACKLE OR SPOT PAINT NAIL HOLES, or touch up paint without approval. If you paint & it does not match or if you do a poor job of filling holes, you will be charged for necessary painting to match the existing paint or to redo spackling.

Charges for painting depend on length of time in the property and whether it exceeds normal wear & tear.

3. CARPET CLEANING: Tenants are required to have the carpets PROFESSIONALY CLEANED at the time of move-out. This must be done after you have completely removed all your belongings and vacated the property. A receipt from a professional carpet cleaning company must be provided to us when you turn in your keys.

DO NOT rent machines from a store or use home cleaning machines. Only professional cleaning is acceptable. Be sure to have any spot treatments or pet treatments done as needed. If any Odors or Pet Odors resurfaces after you have vacated the property you are responsible for charges incurred to remove the odor.

If you hire a carpet cleaner other than the ones we use, BE SURE the carpet cleaner will guarantee their work to Cozyhomes Management's standards / satisfaction.

If the cleaning is not done to our satisfaction, tenants will be charged for any additional expense.

- 4. Clean vinyl, wood and/or tile flooring. Clean and dust all baseboards.
- 5. Be sure to clean or replace Air Conditioner filters with pleated filters as you vacate the property. HVAC and water heater enclosures should be vacuumed.
- 6. Walls, baseboards and ceiling must be cleaned and free of cobwebs and lint and spot clean walls as necessary.
- 7. Clean fireplace, hearth and mantle, remove ashes and debris. Be sure hot ashes are properly extinguished prior to disposing.
- 8. Clean ALL wall switch plates and outlet covers.
- 9. Clean ALL windows inside and out, clean window sills, mini-blinds and vertical slats thoroughly. Be careful not to bend or damage the slats when cleaning.
- 10. Clean mirrors, window and sliding glass doors with glass cleaner. Also clean window and sliding glass door tracks.
- 11. Clean ceiling fans & light fixtures Replace burned out or missing light bulbs, be sure to use the correct wattage and type. Replace broken globes. Make sure the ceiling fan blades including the top and light kits are clean. Also check the ceiling surrounding all fans. Often dust has gathered by the fans and adheres to the ceiling. One of the easiest ways to clean this is to lightly sweep the ceiling with a broom.
- 12. Smoke alarms must be operative. Replace batteries as necessary.
- 13. Clean ALL closets, storage spaces and shelving free of dust, spider webs and miscellaneous debris.

- 14. Clean Kitchen appliances inside and out, replace burned-out light bulbs:
  - A. Clean oven, stove and under drip pans. If the drip pans and rings on the range are not clean and in like-new condition, it would be more economical for you to replace them yourself, rather than to be charged for them. Foil covering drip pans is not acceptable.
  - B. Clean oven/range hood vent including filter.
  - C. Wash out refrigerator and compartments, including freezer. Don't forget to wash off the top exterior of the refrigerator and clean the rubber gasket around refrigerator and freezer door. Clean bottom vent.

### D. Clean dishwasher.

Run empty dishwasher one last time. Use the normal amount of soap you would use for a full load. Wipe down the gasket and the door and do the surrounding areas.

- E. Be sure garbage disposal is clean and free of debris. (Do not use fingers to check) Return/replace sink stoppers.
- F. All Countertops, cabinets and drawers must be cleaned.
- G. All cabinets must be cleaned Thoroughly clean and wipe the inside & outside of all cabinets.
- H. All drawers must be cleaned Thoroughly clean and wipe the inside of all cabinet drawers and shelves.
- I. Clean sinks, faucets and countertops free of stains, scale and rust. Return stoppers to sink.

15. Clean Bathrooms:

- Clean counter tops, sink(s), soap dishes, tiles, fixtures, tub and/or showers.
  Be certain they are free of mold/mildew, soap scum, scale and rust.
- 2. Clean mirrors, light fixtures and medicine cabinets.
- 3. Thoroughly clean and wipe the inside & outside of all cabinets.
- 4. Thoroughly clean and wipe the inside of all cabinet drawers and shelves

- 5. Clean toilets inside and out and remove all lime deposits. Clean toilet seat surfaces, top and bottom.
- 6. Mop or vacuum flooring.

Do not use scouring power to clean acrylic or fiberglass tubs. It will ruin the finish

OUTSIDE:

- 1. Lawns must be neatly mowed and edged, trees and shrubs trimmed or pruned, yard watered and all trash and debris removed.
- 2. Any animal droppings are to be picked up and disposed of.
- 3. All trash and garbage must be removed from the premises (including curbside). If you have trash that exceeds the normal pickup, you are to arrange to have it hauled away.
- 4. Replace damaged screens and windows.
- 5. Walkways, driveways, patios and garage floors must be cleaned and free of oil, grease and other debris.
- 6. Repair pet damage and treat for fleas / ticks etc.
- 7. Clean outdoor light globe(s), replace burned out or missing light bulbs.

Our experience has been that after the work and stress of moving out, tenants may be too tired to clean the house. We recommend considering a professional cleaning company.

If you hire a professional cleaning service, you should provide them a list of what we expect and oversee and inspect their work.

Please follow the above instructions carefully. If the house does not meet the prerequisites after the inspection, applicable charges will be made with no exceptions.

Tenants are not permitted back on the property after vacating.

Upon leaving, please be sure to fully secure the property by locking all windows and doors. Do not lock the Keyless Deadbolts!!!

**Rental Verifications** 

We often receive requests from mortgage companies and other landlords wanting a rental verification of a tenant's rental history. Usually they want this information filled out and returned to them immediately. We are happy to comply; however, we require a \$20.00 processing fee in order to cover the costs and time associated in performing this service.

We have compiled a list of average charges. Nothing herein shall be construed as a limitation on agents' rights to pursue resident for damages not specifically listed here on:

These are minimum charges and prices may not include trip charges or labor.

## POSSIBLE CHARGES TO SECURITY DEPOSIT GENERAL CLEANING CHARGES:

UTANCEO.					
Carpet Cleaning	\$150+	Oven or Stove	\$75+		
Vent Hood	\$35+	Replace range	\$40+		
		pans			
Refrigerator	\$50+	Freezer	\$20+		
Counters/cabinets	\$5+ each	Toilet	\$30+		
Drawers/Sinks	\$5+ each	Bathtub	\$30+		
Dishwasher	\$20+	Mirrors	\$10+ each		
Mini-blinds	\$20+ each	Windows	\$10+ each		
Vertical blinds	\$35+	Floors	\$30+		
Ceiling fans	\$25+	Patio	\$25+		
Sliding glass door	\$25+	Clean garage	\$50+		
Vent hood		Trash out	\$450		
Walls	\$35 per wall	Wash	\$20+		
		windows/tracks			
		Clean fireplace	\$35+		
		(does not incl			
		chimney)			
DAMAGE/REPLACEMENT CHARGES:					
Tub stopper/Drain	\$15+	Blind wand	\$5+		
covers					
Drip pans	\$45+	Vertical slats	\$15+		

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covers			
Drip pans	\$45+	Vertical slats	\$15+
Vertical Blinds	\$100+	Light bulbs	\$5+
Mini-blinds	\$40+	Specialty bulbs	\$15+
Light fixtures	\$100+	Screens	\$35+
Door replacement	\$100+	Window	\$200+
Light globes	\$25+	Oven rack	\$30+
Toilet seat	\$40+	Switch plates	\$5+ each

Reinstall doors on track	\$30+	Battery for smoke alarm	\$10+ each
Rekeying when no keys returned	\$85+	Replace smoke detector	\$25+
Replace closet rod	\$10+	Replace refrigerator shelf	\$25+
AC filter	\$5+	Door stops	\$3+
Garage door opener	\$100+		

## COST AND LABOR WILL BE CHARGED FOR:

Counter Repair	Carpet replacement
Vinyl/tile replacement	Drywall repair replacement
Painting	Move and Trim lawn
Trim trees and shrubs	Appliances
Fence replacement	Replace plumbing fixtures

These minimum charges are subject to change at any time without notice.

All Keys and Garage Door Remotes & Gate Remotes, etc. must be turned in at the scheduled checkout time. Please be sure to leave keyless deadbolts unlocked.

\*\*If you have any questions, please feel free to call the Property Manager.

We hope you have a pleasant move and wish you good luck in your new home.

Please do not plan on receiving your Security Deposit in less than 30 days after fulfilling the terms of your lease agreement.

## UTILITY ADDENDUM

Property Address:

Per the TAR lease paragraph 11, tenant is responsible for connection fees, deposits and monthly payments for electricity, water, wastewater, trash and gas for the address listed above.

## Tenant is responsible for connection of such utilities upon move in date.

COZYHOMES will disconnect electricity and water upon your move in.

We've provided you with a "Utility Number List", please refer to list for contact numbers for the following.

This property carries:

ELECTRICITY: WATER: GAS:

Tenant name	date
Tenant name	date

Tenant name

date