

ABOUT THE LEASE

1. **About Brokerage Services** – Discloses who and how our Brokerage represents a person we are engaged with as real estate practitioners. We will take good care of you as our tenants but in this case EPRR was hired by the Owner/Landlord and must always consider the Owner/Landlords' best interest first.
2. **Residential Lease** – Contains all rights and covenants of responsibility for all.
3. **About the Lease** – Guidance Regarding Frequently Asked Questions
4. **Pet Agreement** – This agreement allows you to have the described pet living on the property.
5. **Premises Condition Inventory Report** - No need to do anything with this report now please keep it until you move in. **Once you move in fill this out and return it within 14 days**

ABOUT RENT PAYMENTS

Rent is due on the 1st of every month and late if not received in our office by 11:59PM on the 5th of the month. You can make your rent payments through the tenant portal or simply clicking the square "Pay Rent." On our website www.ElPasoRentalsAndRealty.com or with a personal check, cashier's check or money order brought into the front office. Any rent payments mailed and received after the 5th of the month will incur a late fee.

ABOUT REPAIRS

1. Landlord is entirely responsible for repairs to Heating and Air-conditioning Systems, unless caused by the tenants accident neglect or abuse
2. Water Heater Issues
3. Leaks from Structural defects

HOW TO REQUEST MAINTENANCE OR REPAIR

El Paso Rentals and Realty is committed to providing the best response experience in the city regarding repairs and/or maintenance requests. You can call our main company phone line or simply request maintenance on the website. After-hours emergencies call our main office phone for a 24/7 answering service that will text and call the Property Manager within minutes after your call.

915-594-3377

The operator will ask for your name, address, best contact phone number and the reason for your call. Please do not just say “have Tom call me” but give the details about your call and we will forward to the appropriate service provider who will then follow-up with a call to you. It is a system that works very well and satisfies the lease requirement of submitting your request in writing.

It is reasonable to expect that all the plumbing and appliances should be working and the Landlord will repair any condition to those systems that is considered in need of repair at no cost to the Tenant. Once you bring in the Premises Condition Inventory Report and all the home plumbing systems are deemed to be functioning appropriately the Landlord will not pay to repair any wastewater stoppages or garbage disposal issues unless the equipment is defective.

The landlord is not responsible to pay for any repairs caused by the tenants, accident, neglect or abuse. Furniture scrapes, abrasions and smudges on walls will be considered damage and not normal wear and tear. You are allowed to put a reasonable number of nail holes for hanging pictures however, screws or anchor bolts to hang something oversized or heavy like mirrors or flat screen TV mounts, wine racks, etc., will require repairs to the wall once you leave. Please do not attempt to repair nail holes yourself it only makes it worse and will be considered damage.

Make sure you verify that all window screens are on all the windows. After you turn in the Property Move-In Condition Report, any undocumented missing or damaged window screens, windows and doors will be responsibility of the tenant.

There will be a \$75 dollar charge for a roofer to remove any satellite antennas. that you had installed once you have vacated the home.

ABOUT THE HEATING AND AIR-CONDITIONING SYSTEM

The Landlord is entirely responsible to make sure the home has a heating and cooling system in good working order. The Tenant is required to use these systems in a responsible manner. If you live in a home with "Evaporative Cooling" then you must refer to the pamphlet "About Evaporative Cooling." If your rental home has "Refrigerated Air" (Central Heat & Air) the tenant's main responsibility is to change the system filter at least once per month and to keep the cabinet free of dirt, dust and any personal belongings. Most of the problems with these central heat and air systems is directly related to the simple task of changing or cleaning (if a permanent the filter) every 30 days, especially if pets are present. This will require you to be aware of the filter size and where it is located and how to change it. No matter what system is heating and cooling the home, the Tenant will be responsible for any damages to these systems caused by accident, neglect or abuse. A common problem is the system freezing up. If that happens the system will not cool because the coolant lines are frozen and must be turned off for at least 24 hours. This occurs when the thermostat is turned down lower than the system can cool. When it gets 100+ degrees you must start the thermostat at 78 degrees and gradually lower the thermostat until the desired temperature but in no case should it be lower than 68 degrees. Refrigerated Air conditioning systems take longer to repair and could result in charges to the tenant if it is determined the failure or damage was caused by the tenant's accident, neglect or abuse. Some homeowners have Home Maintenance Warranties that will help the Landlord pay for a repair but filing a Warranty Insurance claim could take weeks to resolve so your attention to the proper use and filter maintenance of a refrigerated air-conditioning system is important.

ABOUT THE LANDSCAPE

It is your responsibility to maintain all the landscaping in the front and the back. This included cleaning, trimming and general landscape maintenance. You must not allow any landscape plants to die from lack of water. If the auto watering system becomes inoperable or malfunctioning, you must manually water the landscape plants temporarily until the auto system can be restored.

Please make sure that weeds or wild grass do not overtake the dirt or rock landscape. Any weed allowed to grow upwards to 12" is considered a violation of the city compliance code and subject to a \$200 fine.

Tenant is responsible to maintain the front and back areas free of dog droppings.

ABOUT SMOKING

Smoking inside the home is prohibited. Smoking inside the home will cause damage to the interior walls, carpets, windows, etc. Because of this you need to be aware that you will be responsible for the cost of the remediation of any smoke damages. This would include removal of smoke odor by special chemical washing up to having to repaint the interior walls and ceiling and replacement of any smoke damaged carpets. You can lessen the impact of smoke damage by confining smoking outside of the home only or garage with the garage door open.

ABOUT PETS

We are always dealing with the tenant's want of a pet companion versus the anxiety of the homeowner. The lease states that you are not allowed to bring a pet onto the property without the written agreement from the landlord. If we find an unauthorized pet living on the property (as opposed to just visiting with a friend or family member) you will be subject to a \$200 increase of the monthly rent and \$10 per day penalty until we resolve the issue by either re-homing the pet or the landlord agrees in writing with a "Pet Agreement."

Approved pets will require a one-time pet deposit determined by the size, type and likelihood of the pet causing damages to the home or landscape or non-refundable pet deposit determined by the Landlord and on a pet-by-pet basis. Pet deposits start at a \$200 minimum but can also be in the form of a rent increase, but the Tenant is ultimately responsible for any damage, accident or otherwise, caused by the pet. Pets considered dangerous breeds may not be approved for occupancy by the Landlord and/or may require you obtain a liability insurance policy along with your renter's insurance with a minimum of \$300,000 liability coverage. **Tenants must secure their pets to avoid accidental escape or injury while repairs or maintenance service providers are going in and out of the home**

ABOUT RENTERS INSURANCE

Unless caused by the Landlord, the Landlord is not liable for any damages or loss of your personal property, family members or guest regardless of fire, flood, water leaks, vandalism, theft, accident, loss of utility services, and a list of other catastrophes listed on your lease, page 11, Section 21. Liability. Renters

Insurance is not expensive, and most people wish they had gotten it only after they suffer a loss. You can obtain renters insurance by clicking on that section in the tenant's portal on our website. www.ElPasoRentalsAndRealty.com

ABOUT EARLY TERMINATION

Your special statutory rights for early termination of your lease are listed on pages 12 & 13. "Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property or death." Any early termination that is not covered by the "Military Clause" or Special Statutory Rights is considered a breach of the lease. Any agreed to Lease Mitigation will result in a \$300 re-leasing fee if the tenants find a vetted and approved tenant or a \$500 re-leasing fee if the Landlord procures a replacement tenant and will be charged against the tenant's security deposit.

ABOUT MOVE OUT INSTRUCTIONS

The goal of the move out is for us to be able to receive all keys and remotes from you and be able to hand them directly to the new tenants without having to perform additional cleaning, repairs or other reparations to the home or landscape. Once we receive your 30-day notice to vacate we will send you the "Move Out Instructions" that will provide you with a list of individual trusted service providers that have successfully performed everything from cleaning to repairs in a way that will satisfy what we are looking for. It will be up to you to make the arrangements for the services to be performed. If you just vacate the home and leave it as-is without utility services you be charged for those services to be reconnected and a repair management fee of 10% will be charged against your security deposit funds for El Paso Rentals and Realty to take care of cleaning, repairs, carpets, yard clean-up, pest control, etc. If you hire your own contractors, then they must be able to guarantee their work and you must be able to provide the paid receipts at the walk-through.

ALL UTILITIES MUST BE ON DURING THE FINAL WALK-THROUGH so that all plumbing, appliances, heating-cooling systems, smoke detectors and light bulbs can be check for proper operation all the utilities must be on during the final walk-through.

Here are our recommendations:

1. Make or arrange any necessary repairs or painting first.
2. Then take care of the landscape clean-up and trimming once everything
3. Complete a deep cleaning of the home from ceiling fans to heater closet.
4. Carpet cleaning must be by a professional service provider and arrangements made to complete the day you are vacating after all personal items are out of the home so that you or anyone else will not be walking on wet, just cleaned carpet.
5. Last will be the pest control that can be completed after you have vacated the home. We will allow access after the carpets are dry.
6. Make sure all trash cans are emptied or brought to the curb so they can be picked up by environmental services and emptied.
7. We will assist you with access for any of the service providers once you have vacated.

YOU CAN ALSO VACATE THE HOME AND EL PASO RENTALS AND REALTY WILL MAKE THE ARRANGMENTS AND HAVE THE WORK DONE AFTER YOU VACATE THE HOME SO THAT YOU CAN FOCUS ON THE MOVE BUT UTILITIES MUST BE LEFT ON AND A 10% REPAIR MANAGEMENT FEE WILL BE CHARGED TO YOUR SECURITY DEPOSIT

Now that we have this out of the way, we are very much looking forward to you as our tenants. We will take real good care of you. Please feel free to call regarding any questions you may have.

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