



## **Resident Handbook**

### *Landlord Rules and Regulations*

*(Addendum to your Residential Lease Agreement)*

CLOUD RENTALS  
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(254) 690-3311

[www.cloud-rentals.com](http://www.cloud-rentals.com)

# WELCOME

**CLOUD RENTALS** welcomes you as a new resident.

We believe that a good landlord-resident relationship is important to your enjoyment of the home you are renting. Good communication will help make that relationship a good one.

Your home is managed by a professional team dedicated to the satisfaction of our residents and owners.

**CRE** is an abbreviation used in lieu of the full company name, **CLOUD RENTALS** and is used throughout this Handbook.

This handbook is **CRE**'s way of informing our residents of the vital information they need in order to enjoy their CRE rental experience. It will serve as your guide regarding rental payment instructions, general information, emergency instructions, and more.

The owner of the property has retained **CRE** as their Property Management Company and representative to manage the property you are renting. We are bound to certain responsibilities by legal contracts with our owners and with our residents. We can best serve our Customers by offering prompt service and will strive to provide you with a pleasant home.

If you have questions or concerns regarding any of the information contained in this documentation, contact our office. **CRE** is here to help you.

As residents, you also have certain responsibilities, so please familiarize yourself with the rules and regulations contained in this Resident Handbook and the rest of the Lease Agreement.

*We wish you a successful and enjoyable  
tenancy in your new residence.*

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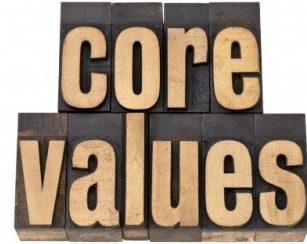
# General Information

## A. Agency Disclosure

In renting to you, we are acting as agent for the owner of the property. This means that we can bind the owner by contract, but it also means that we are bound to act in the owner's best interest at all times.

## B. CRE Core Values

We are committed that our marketing material, and the information on our web site accurately represent who we are, what we have accomplished, and what we do; no exaggerations.



We will hire only the best staff, consistently train them and work at moving them to the best possible position of service to **CRE** and our customers.

We will always treat customers, vendors and each other with courtesy, respect and professionalism.

We are committed to change — to keep up with the changing marketplace and changing technology without sacrificing the all important priority of great customer service.

We are committed to providing our residents with a clean and safe place to live, regardless of the rent, and put their safety high on our list of priorities.

We will not tolerate unethical behavior by our staff, vendors, residents or property owners.

We will follow the laws (and codes of ethics) that regulate our business.

We will believe in (and spoil) our staff and create a safe (and healthy) work environment that fosters respect and opportunity for personal and professional growth.

We will constantly strive to protect our owners from the liabilities of owning rental properties.

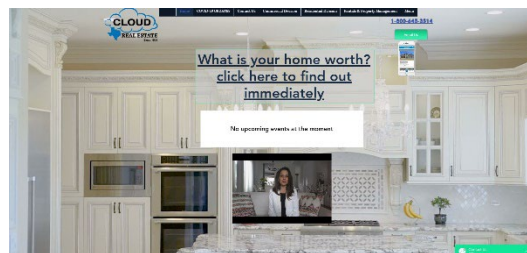
We strive to be leaders in the property management industry through the use of the latest technology and training.

## C. CRE Commitment

Our mission is to serve... Serve our Investors by helping them acquire properties that perform as expected; our Clients by taking care of their properties as if they were our own; our Residents by providing them with a pleasant rental experience; and our Staff by constantly training them and helping them reach their highest professional potential.

## D. Office Hours and Web Site

**CRE Killeen office** is open during normal business hours 9:00 a.m. to 6:00 p.m. Monday through Friday. We have a drop box available 24/7 for after-hours purposes. You may also visit our web site at <https://cloudrealestate.com> for information and a variety of convenient services.



## E. Problem Solvers

If you have a problem that cannot be resolved with property management Staff, please call or email us; Deborah Cloud Beene at [cloud@cloudrealestate.com](mailto:cloud@cloudrealestate.com). We will be happy to meet with you and address any concern or dilemma you may have.

## F. Zero Tolerance for Harassment Policy

Harassment is defined as any unwanted physical or verbal conduct that offends or humiliates the recipient, and that any reasonable person ought to have known would be unwelcome

Harassment includes the following categories of behavior, whether the behavior occurs once or many times:

a) Discriminatory behavior

Discrimination refers to treating people differently, negatively, or adversely because of one or more of the following prohibited grounds of discrimination: race, color, ancestry, place of origin, political belief, religion, age, sex, sexual orientation, marital status, family status, physical or mental disability, or pardoned criminal conviction.

b) Personal harassment

Personal harassment includes objectionable conduct, comment, or display made on either a one-time or continuous basis that demeans, belittles, or causes personal humiliation or embarrassment on the part of the recipient. It may or may not be linked to discriminatory behavior.

c) Sexual harassment

Sexual harassment refers to any conduct, comment, gesture, or contact of a sexual nature, whether on a one-time basis or a series of incidents, that might reasonably be expected to cause offense or humiliation or that might reasonably be perceived as placing a condition of a sexual nature on employment, an opportunity for training or promotion, receipt of services, or a contract.

Examples of behavior that can constitute sexual harassment include, but are not limited to:

- o unwanted touching, patting or leering
- o sexual assault
- o inquiries or comments about a person's sex life
- o telephone calls with sexual overtones
- o gender-based insults or jokes causing embarrassment or humiliation
- o repeated unwanted social or sexual invitations
- o inappropriate or unwelcome focus/comments on a person's physical attributes or appearance

d) Bullying

Bullying consists of behavior to attack and diminish another by subjecting the recipient to unjustified criticism and trivial fault-finding, humiliating the recipient (especially in front of others), and/or ignoring, overruling, isolating and excluding the recipient.

e) Abuse of authority

Abuse of authority refers to an individual improperly using the power and authority inherent in a position to endanger a person's job, housing, safety or threaten the person's economic livelihood, or in any way interfere with or influence a person's career. It is the exercise of authority in a manner that serves no legitimate work purpose and ought reasonably to be known to be inappropriate. Examples of abuse of authority include, but are not limited to, such acts or misuse of power as intimidation, threats, blackmail, or coercion.

f) Poisoned business environment

A poisoned business environment is characterized by an activity or behavior, not necessarily directed at anyone in particular, that creates a hostile or offensive workplace. Examples of a poisoned work environment include but are not limited to: graffiti, sexual, racial or religious insults or jokes, abusive treatment of an employee, and the display of pornographic or other offensive material.

CLOUD RENTALS will not tolerate any type of harassment including, but not limited to, the forms of harassment listed within this document, cursing or inappropriate language, screaming or aggressive tone and inflection of voice or aggressive body posturing.

Any party engaging in such activity will be immediately told to leave the property or end communication and may result in termination of any contract between CLOUD RENTALS and offending party.

# Moving Into The Property

## A. Acceptance of Property

By signing the lease agreement, you accepted the property in its present condition (AS IS). No cosmetic repairs will be done after move-in unless specified in writing in the lease agreement.

## B. Mailbox Keys

You can pick up your mailbox key at the Post Office located on S W.S. Young Dr for Killeen addresses. For all other address call the US Postal Service at (800) 275-8777 to find out which Post Office branch services your address.

## C. Move-in Inspection Report

At lease signing, you will be provided a link for a digital move in inspection.

By completing the inspection and documenting preexisting conditions (stains, damage, etc.), you are protected from financial responsibility for them. It is used in determining charges to you for maintenance and repairs at the conclusion of your lease.



To ensure that you are not charged for any damage that exists when you take possession, it is very important that the inspection is thorough and detailed. Please take pictures and enter comments on your digital inspection. Be specific.

**You are responsible for completing and returning the Property Move-in Checklist within *one (1)* days after the Commencement Date of the lease agreement. If you do not, it will be understood that there are **no** discrepancies. **PROPERTY MANAGER WILL NOT CONDUCT IN PERSON MOVE IN INSPECTION WITH TENANT****

Resident shall also report any pest problem within three (3) days of possession. Resident's failure to identify any pest infestation within three (3) days shall constitute Resident's agreement that the Premises has no infestation of any kind.

The Property Move-in Inspection is **not** a request for repairs and any defects noted will not be considered for repair simply by returning this report. If needed, **please request any needed repairs through your tenant portal.**

The homeowner is not obligated to make any repair, except for those which could affect the health or safety of an ordinary resident.

Cosmetic repairs will not be considered.

## D. Move-in / Picking Up Keys

Call the office to schedule your lease signing.

Your first month's rent must be paid at the time you pick up keys.



For more information, see paragraph “P. Prorated Rent” in the “Paying Rent” section of this manual.

All deposits must be paid prior to move-in.

Prorated rent, first month’s rent, and pet deposits must be paid by **certified funds**.

We have created the following links on our website and in your portal that could be useful to you in the future. All of these may be found on the CRE website’s Resident’s page or on your tenant portal.

- Move-in Checklist / Utility Phone Numbers
- Cleaning Guide for Resident Move-out
- Maintenance Request Form
- Resident Information Change Form
- Satellite TV Request
- Notice To Vacate

## E. Satellite Dish / Cable Installation



**You must check with CRE before installing a satellite dish.**

**Location:** Your satellite dish or antenna must be installed: (1) inside your dwelling; or (2) in an area outside your dwelling, such as a patio, back yard, etc. or other area of which you have exclusive use, per your lease. Installation is **not permitted** on any roof, exterior wall, window, windowsill, pole in your yard or fence.

**Removal and damages:** You must remove the satellite dish, cable, or antenna and all related equipment when you move out of the dwelling. **You must pay** for any damages and for the cost of repair and repainting which may be reasonably necessary to restore the leased premises to the same condition prior to the installation of said equipment.

## F. Security System

Monitoring of security systems is not handled by **CRE** or the owner. You will need to make your own arrangements to set up service in your name.

**You must check with CRE before installing a security system.**

## G. Utilities

As soon as your application is approved, contact your utility companies and have them schedule your utilities to be turned on for the day you take possession of the property. If you fail to make said arrangements, you may be in the property without utilities for a few days before they are turned on.

Of course, residents are responsible for the cost of all utility and cable services, unless otherwise specified in your lease.

## H. Review Your Lease

Take time to review the **LEASE VIDEO** on the CRE website. This link will take you to a video review provided by the Texas Association of REALTORS® of the ins and outs of the Texas Residential Lease Agreement that you will sign to lease your new rental home with CRE.

## I. Copy of your Lease

Upon signing of your lease, you will receive both a printed and digital copy of your lease. You will be able to access your digital copy of your lease, addenda and all renewals on your portal throughout your tenancy.

Should you need additional printed copies of your lease we recommend printing those at home. If you choose to ask our office for a copy, we charge \$2.00 per page for additional copies after the original lease is provided to you. Be sure to store your copy in a safe spot.

## J. Petscreening.com

All tenants with animals must visit [petscreening.com](https://petscreening.com) to complete their animal profile prior to final approval and must also update the animal profile annually. PetScreening.com is a third-party service utilized by housing providers and property managers to screen household pets, validate reasonable accommodation requests for assistance animals (Service/ESA/Companion) and confirm every resident understands their pet policies. To facilitate the screening and validation process, PetScreening.com offers residents three profile types to choose from.



- **Household Pets**

The Pet Profile provides residents a secure place to store all the important information about their pets. Pet Profiles can easily be shared with pet service providers such as landlords, property managers, veterinarians, animal hospitals, pet sitters and doggie daycares.

- **Assistance Animals**

There is no charge for submitting a reasonable accommodation request for an assistance animal. Each request is reviewed by our assistance animal review team per the HUD guidelines. It is the residents' responsibility to be aware of their state's statutes or local ordinances, if any, for criminal offenses and/or penalties for committing assistance animal fraud.

- **No Pets / Animals**

With the No Pets or Animals profile, residents without pets and animals can acknowledge a community's pet policies and give their property manager a better understanding of where pets and animals are living within their community.

# Getting To Know Your Residence

## A. If the Power Goes Out

- Check the breaker box for switches tripped off and reset them to the 'on' position. Flip the breaker off then back on.
- In the kitchen, bathrooms, patio, or garage check the GFI plug, (Ground Fault Interrupter). Resetting a circuit breaker or GFI will usually restore the electricity to the plug. This requires pressing the trip off button then back on button.
- If circuit breakers keep tripping, the circuits are probably being overloaded with appliances (microwave, toaster, curling irons, blow dryers, etc.).

## B. 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.

If there is not a new A/C filter in please contact the office.



## C. Water and Electricity Loss

Residents are required by the lease agreement to know the location and operation of the main water cut-off valve and all electric breaker switches; and how to switch them off, as needed to mitigate any potential damage to the property.

Take the time to know or locate the:

- Main electrical circuit breaker in the event power goes out (usually in the garage or a closet).
- Gas shut off valve— turn off during emergencies/disasters for safety
- GFI (Ground Fault Interrupter) plug(s)—so you can check them if your plugs or appliances in the bathroom, kitchen, patio or garage fail to work
- Electric and/or gas meters to check your utility bills
- The main water shutoff valve in case of a plumbing leak
- Water shutoff valves below the sinks and behind toilets in case of leaks
- Time bake knobs on the oven – when left on, will cause oven to be inoperable

# Paying Rent

## A. Bounced Check or Declined Online Payment

1. If we get a check returned for insufficient funds (NSF), or an online payment is declined:
2. Your account is charged a \$50 NSF fee.
3. If the NSF payment was for rent, your account is charged a Late Fee as specified in your lease agreement.
4. You will then have 24 hours, after notification, to pay all rent and charges to avoid eviction. If still unpaid after 24 hours, you will be served with a “Notice to Quit” (an eviction notice demanding that you pay immediately or move out).
5. **CRE** will then no longer accept personal checks or online payments for your property for a period of twelve (12) months.
6. All future payments must be made by Cashier’s Check or Money Order.
7. All personal checks will be returned to you, which may cause your rent to be considered late, and you to be charged a Late Fee.
8. This policy applies to all roommates and all payments for the property.
9. After a period of twelve (12) months tenant(s) may petition **CRE** to have personal checks/ACH reinstated if all payments have been made on time since NSF. Reinstatement of NSF is not automatic and not guaranteed.



There are no exceptions to the above described policy.

## B. Collection of Late Charges, Fees and Repairs

Our policy is to enforce your lease agreement and apply your rent payments to any outstanding balances first, then rent. **Any** unpaid balance will cause you to be delinquent on your rent. When this occurs, we must proceed with our standard collection action by delivering you a Notice to Quit, which becomes an additional expense.

To prevent these additional expenses, please pay all your non-rent charges in a timely manner.

*See Paragraph 9 of your lease.*

## C. Credit Cards

You may use a credit card to pay rent, late fees, dispossessing fees, NSF charges or maintenance charge-backs.

A convenience fee will be due. Amount of convenience fee varies dependent upon payment method ie: portal payment or in office direct. Please call the office or check online for price comparison.

## D. Credit Reporting

CRE does report to the credit bureau and will report any failure to pay.

Protect Your Rental and Credit History because one day you will move out of the property, and likely, you will either rent or purchase a home. In either case, you will need good rental references and a good credit score. Avoid late rent payments, care for the property, and move out properly so we have the pleasure of being able to provide a good reference when we are asked about you.

## E. Electronic Monthly Fixed Payments

CLOUD RENTALS invites you to activate your Online Portal, where you can:



Make payments online by **eCheck (small fee as stated in your portal)**<sup>1</sup> or Credit Card <sup>2</sup>.



**(Subject to convenience fee)** Set up automatic payments.



Submit maintenance requests from any device.



Enroll in ROOST Renters Insurance to protect your belongings.



**PLEASE NOTE THAT CRE STAFF CANNOT SEE OR ADJUST YOUR PERSONAL BANKING DATA OR INFORMATION IN ANY WAY IN YOUR PORTAL.** Please do not ask us to change your bank account information or date it is taken out of your account. We have no control over that. It is based on information you enter.

Benefits: paperless, no trees harmed

Secure - Online payments are more secure than mailing a check.

Convenient - Easily view your balance, make payments online using your preferred method, and sign up for ROOST Renters Insurance.

Effortless - Set up automatic payments and never worry about paying late fees.

Fast - Quickly file and track maintenance requests directly through the Online Portal.

Up to date - Keep your contact information and insurance details current with your property manager.

For the best experience, please use Chrome or Safari browsers. Once you've activated your account, you can log in at:

<https://cloudrealestate.appfolio.com/connect>

## F. Eviction Notice In Lieu of Late Notice

If rent is unpaid by the 4th of the month, **CRE** will begin eviction (Notice to Quit and Vacate) proceedings. Once eviction has started, after another 3 days if the rent and all outstanding charges are still unpaid, we will order a Forcible Entry & Detainer (Eviction Suit). Personal checks will not be accepted for late payments. They must be paid with certified funds or online.

If the Landlord or **CRE** must appear in Court for an FE&D (Forcible Entry & Detainer) or like suit, the resident will incur all the associated fees, such as court cost, attorney fees, etc. **CRE** collection policies conform to industry standards.

## G. Last Month's Rent

Rent is due every month, including your last month. **It is against Texas Property Code to use the Security Deposit to pay your rent.**

## H. Late Fees

For rent paid after the due date, the late fee will be charged. Please be sure to check your lease for late fee structure. When in doubt call our office. We encourage you to pay the rent by the 1<sup>st</sup> to avoid paying any late fees.

### Why did I get a late charge if my rent isn't late?

- All payments are applied to any outstanding balance and fees **first**.
- Rent is **always** paid last.
- If you have an outstanding balance, you will still have rent due after your payment has been applied.
- The late fee is charged on any outstanding rent balance.
- Pay your account in full each month or you will be charged a late fee each month that you have a balance due.

## I. No Cash

For insurance reasons we have a "NO CASH" policy for everyone.

## J. Payment Due Date

Rent is due, in our office, on or before the 1st of every month, regardless of the date you moved in. **Rent is considered late after the 3<sup>rd</sup> day of the month.**

Therefore, we encourage you to pay timely, so that you don't pay late fees and ruin your good credit.

No exceptions, even if the '1st' is a Sunday or Holiday.

## K. Payment Options

- Pay on-line using your ‘CRE Resident Portal.’ Electronic payments are fastest, safest, and easiest method available, so we encourage electronic payments.

ACH payments through your online portal free service at <https://cloudrealestate.appfolio.com/connect> Once you are registered in our payment system you will have a simple electronic option with which to pay your rent each month.

- Credit card payments are acceptable on your portal, over the telephone to either office or in person at one of our offices. (Subject to convenience fee determined by method.)
- Checks and money orders may be sent by mail or delivered to our office. For after hours we have a drop slot in our Killeen location. Please be sure to notate the address of the property for which you are making payment.

## L. Payment Record

You may view your payment ledger through your private online resident portal, at <https://cloudrealestate.appfolio.com/connect> for payment history and to check for any money due.

## M. Personal Checks

Personal checks are acceptable at any time before the 4<sup>th</sup> of the month. After the 3<sup>rd</sup>, certified funds are required. Certified funds are also required if a check has been returned for non-sufficient funds or any other reason. CRE will notify you if your personal checks will be refused. Be sure to indicate the property address for which you are paying rent, otherwise we have no way of knowing where to apply it and it could be applied late.

Make payments payable to CLOUD RENTALS.

## N. Pro-rated Rent

Rent is always due on the 1st of every month, regardless of when you move in or when your lease term begins. Your rent will be prorated from the commencement date to the last day of the month. This will be based on a daily rate calculated by dividing the monthly rent by 30 times the actual number of days in the month.

## O. Using the Mail

You may mail your rent to CRE. However, if received after the 3rd of the month the late fees will be due. It is the resident’s responsibility to confirm rent payment has been received and applied to your account.

# Property Maintenance

## A. After-Hours Maintenance Charges

Our contractors expect additional compensation for working weekends, holidays or after normal business hours. Unless it is an emergency, when you schedule after-hours maintenance, you will be responsible to pay the after-hours premium charges. They have families just like you, and prefer not to be working evenings, weekends and holidays. So if you require a special appointment time with a repairman and it results in the repairman billing us an extra fee, you will be charged that amount which exceeds the regular service fee.



## B. Emergency Maintenance

**IMPORTANT!!!** Identify emergency repairs from those which are not. You will be charged for the service call if you leave messages on our service line that are not considered emergencies. We define an emergency as anything that threatens the health of the occupants or destruction of the property like flood, fire, sewer back up, burst water pipes, burst water heater, etc. **For life or death emergencies, call '911'** first, then call our office at (254) 690-3311 CHOICE 2.

All after hour callers, please leave your name, address, and phone number. Your call will be returned as soon as possible.

### Emergency Defined

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



### 1. Emergency Examples

Fire, flood, sewage back up, broken water pipes. If the emergency is life-threatening, call 911 immediately!

### 2. The Following are NOT Emergencies

Broken air conditioning IS NOT an emergency unless over 100 degrees outside. Refrigerator out, locking yourself out of the house, power or gas off, oven not working, the heating out, water heater out, broken windows and doors, toilet or plumbing stoppage, broken appliances (**CRE** is not liable for loss of food caused by appliance break down).

### 3. 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.

**NOTE:** RENTERS INSURANCE can cover food loss. Ask your carrier when purchasing and considering insurance.

**NOTE:** Refrigerators work great as coolers so consider adding ice to your refrigerator to keep items cold while waiting for repairs.

## C. How to Submit a Work Order Request

Because we put such a high priority on keeping the property in good condition for the enjoyment of the resident, we make it easy to request maintenance at your Resident Portal, at <https://cloudrealestate.appfolio.com/connect>. You may also submit requests by email to [kellie@cloudrealestate.com](mailto:kellie@cloudrealestate.com) or come by our offices to fill out a form.

Please be sure when filling out your work orders that you provide us with your most up to date contact information including any new email addresses and phone numbers.

As per your lease, all requests for routine and non-emergency maintenance **must be made in writing**, providing your name, daytime and evening telephone numbers, address and specific problem or repair. Your requests will be handled in the order that they are submitted.

Non-emergency repairs are done during normal business hours (9:00 a.m. to 6:00 p.m., Monday through Friday).

If you have a valid emergency that cannot wait until the next business day, call (254) 690-3311 OPTION 2 and follow the instructions for an emergency repair.

**Remember** maintenance personnel will not make an immediate appointment for non-emergencies. We know that repairs are an inconvenience and promise to address them diligently. We appreciate your patience and cooperation. However, if you do not hear back from our staff or a vendor within 48 hours to set an appointment, please call, email or text our office so that we can follow up. This does not mean the the work will be completed within 48 hours, but rather we strive to have the assignment made to the vendor and an appointment scheduled within that timeframe.

**Maintenance Priorities** are determined, and there are target completion times for each. Please use the following categories as guidelines.

### Categories of Priority

#### Category 1: Emergency Maintenance

Emergency defined: Anything relating to the property under the lease that is threatening to life, health, or the 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

Please Note: during peak seasonal months, target response times for heat and air may be subject to delays due to contractor overload.

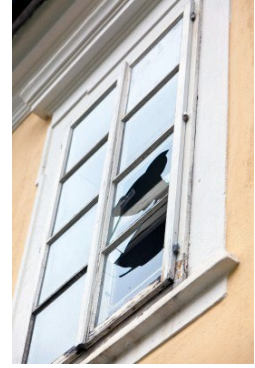
The following are not emergencies:

Refrigerator not cooling, locking yourself out of the house, power or gas off, a/c inoperable, oven not working, no hot water, etc. *These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies.* **CRE** is not liable for loss of food caused by appliance break down or for damaged belongings due to water leaks. Please 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, etc. **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, etc.

**Target:** 4-8 business day service

### **Category 4: Non-Essential Maintenance**

Fence repair. **Target:** 30 day service

In the interim of fence work order, it is the responsibility of the Tenant to secure fencing for any animal(s).

**NOTE: A/C units – There are usually two breaker switches, one inside and one outside. It is your responsibility to locate these switches. If you have a problem, switch both breakers, wait five minutes to re-set.**

**NOTE: Sinks & Commodes:**

1. Do not put grease down sink drain.
2. Kitchen garbage disposals have re-set buttons
3. Use of a plunger will usually unstop a sink or commode.
4. Keep drains in bathrooms free of hair and soap residue.
5. Only toilet tissue should be disposed in the toilet. No other products.

## **D. Understanding Approvals**

Our properties are owned by individual landlords who are often having to balance a budget just like you. Understanding this is important because often we must wait for landlord approval on work orders. Occasionally this can take a few days and we know this can be frustrating. Please know that we do our best to keep things moving as quickly as possible and we will keep you updated.

## **E. Maintenance Personnel**

Maintenance personnel are not employees of our company, consequently we do not control their work hours.

Please advise us if a repairman does not arrive, or if the work is not completed in a professional and satisfactory manner.

## **F. Preparing your Property for Maintenance**

It is your responsibility to prepare your property for the maintenance visit by making sure that all animals on the property are in a kennel or secured in an area that will be away from repair people. You must also make sure that security systems are turned off on the day of the visit. If your property is not prepared you will be charged a failure to keep scheduled appointment fee of \$75.

## G. Resident Damages / Maintenance Charge-Backs

Repair for damages caused by your neglect, abuse or misuse will be charged back to you in full. We will rely on the servicing contractor to tell us what caused the problem.

A few examples of misuse include, clogged plumbing due to items dropped in the toilet (toys, brushes, diapers, napkins, any personal items) or a jammed garbage disposal. The plumbing repair cost will be your responsibility. This is not considered equipment failure and you should do everything you can to handle these issues yourself. Unless the contractor indicates it was not caused by you (i.e. roots in system, pipe collapsed, septic tank backup), we assume the problem was caused by misuse, and not by a defect of the property. Clogged plumbing is your responsibility.

Damages caused by abuse or misuse will always be charged to you.

### Maintenance Charge-Backs

If the contractor we send to the property tells us the need for maintenance is due to your negligence, abuse, or something easily remedied like a GFI switch or circuit breaker tripped, or garbage disposal not re-set, you will be billed for it. Failure to pay the bill will result in an outstanding balance on your account, which will need to be paid in ten (10) days of receipt of invoice per your lease.

## H. Resident's Maintenance Responsibilities

**The resident is required to promptly notify CRE of all needed repairs.**

Failure to inform **CRE** of water leaks or any condition that result in damage to the property will cause resident to be held liable for the cost of repair of subsequent damage!

Telephone notification is acceptable in cases of danger to person or property. Written notification is required for all non-emergency repairs, by the lease agreement.

**CRE** does not have a maintenance handyman to run to the property and fix things immediately. There are some items that you can take care of yourself such as clogged garbage disposals, GFI switches that need to be reset and minor items. Please see our website <https://www.cloud-rentals.com/try-this-first> for how to videos on many quick and easy fixes.

It is your responsibility to cooperate by allowing the landlord's repairman in the property for scheduled maintenance and repairs. Be sure to call **the assigned vendor** at least a day before, if you are unable to keep your scheduled appointment; failure to do so will mean a \$75 charge to you.

**CRE** will bill you if you have agreed to an appointment with a vendor but failed to open the house for them at the scheduled time.

Upon the second attempt to make appointment we will issue key to vendor to enter the property to make repairs. You will be notified by text, email, posted notice on the door of your unit or telephone call to let you know that we will be entering the unit to make repairs.

If there is still a problem after a recent repair has been completed (within 30 days), call us. If you fail to report this problem, and it causes further damage, you may be responsible for its cost.

## Inform CRE of any and all:

- Signs of mold in the property
- Toilet & faucet leaks and any plumbing backup
- Electrical problems
- Heating & air-conditioning problems
- Inoperative smoke detectors
- Faulty appliances (those included in Rental Agreement)
- Roof leaks
- Gas leak
- Broken windows & doors
- Unsafe, unhealthy or dangerous conditions
- Evidence of termite or wood ant infestation
- Major cracks in home
- Shingles blown off or missing from roof
- Shrubs/Trees rubbing on home or roof



## I. Resident Renovations or Repairs

If you call a repairman, we **cannot** reimburse you. As per your rental agreement/lease, residents **may not** do major repair or alterations.

This includes, but is not limited to, basketball hoops/equipment, painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences, utility buildings etc.



# Critical Issues of The Lease

## A. Acceptance of Property

You are **required** to provide CRE with your most current work, cell and home telephone numbers, (including non-published numbers) and your e-mail address. Please notify the office of any changes.

## B. Contact with the Owner

CRE is your management company and will be your only contact during your tenancy. If someone calls or shows up at your door claiming to be the owner (or agent representing the owner or lender), you should be suspicious and not invite them into the home. Don't assume they are who they say they are. Protect yourself at all times from people who claim to have some authority over the property. The hard and fast rule you should follow is... if anyone contacts you about the property, always refer them to CRE and we will handle them.

## C. Drug Free Housing

CRE is committed to compliance with all federal, state and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws. Failure to comply is a prohibition by TXR lease and can lead to eviction.



## D. No Smoking

- Smoking is not allowed inside the property or the garage.
- We will rent to residents that smoke, but we require them and their guests to smoke outside as well as clean up all butts and ash.



## E. Early Termination

CRE's primary responsibility is to act in the owner's best interest at all times. However, we understand that at times extenuating circumstances may prevent a resident from fulfilling the term of their lease agreement.

If you need to vacate the property before the end of your lease agreement there is a fee for placing a new resident (re-letting).

**Re-letting Charge Options** are detailed in your lease agreement. Please note that you are responsible for rent until the day prior to a new tenant begins paying rent or the expiration of your lease whichever is the sooner of the two.

Please note: The re-letting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement resident.

The re-letting charge does **not** release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

## F. Fair Housing

CRE is committed to compliance with all federal, state and local fair housing laws. Our policies are designed to provide consistent and fair treatment of all residents in the spirit of these laws.

CRE and its staff have a legal obligation to treat everyone in a consistent manner.

We understand that from time to time residents have financial difficulties, health problems or other emergencies. Although we sympathize with the situation, we are legally bound to follow and enforce the stipulations of the lease agreement.

Please do not place us in the difficult position of denying a request for an exception to the lease agreement because we cannot grant it.

## G. Lawn Care

One of the differences you have when renting a house (as compared to a town home or apartment) is you are responsible for lawn care. Unless there are special arrangements to the contrary, your lease says **“it is your responsibility to maintain the lawn, trees, weeds, trimming” etc.** Your failure to do so can create serious problems for the HOA and the homeowner. An unmaintained yard will generate complaints from the neighbors and there could be fines assessed to owner and charged back to you. Not everyone has a green thumb, so it may benefit you to hire a lawn care company. Whatever it takes, it is your responsibility to keep the lawn looking good. See more on this in Housekeeping sub-chapter Watering Yard and Foundation Care.’



## H. Lease Expiration / Renewals

During the forty-five (45) to sixty (60) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal by email. It is crucial that you return this notice to us in a timely manner. If you are considering buying a home at the end of your lease term please let us know so that we can connect you with one of our buyer agent specialists. Your property manager can assist you in connecting you with just the right fit.

## I. Marketing During The Notice Period

Because the property may be listed for sale or lease during this time, it must be available during reasonable hours for showing and well kept. You will be called and/or texted before showing, however, if there is no answer or reply to the message it is still considered notice. Licensed agents are the only persons allowed to show the home and use the lockbox. The lockbox keeps a record of who has entered your home.

### Minimum Showing Conditions:

- All beds made and rooms neat
- Floors recently vacuumed, clutter free
- Kitchen, baths, toilets, and sinks clean and empty
- Walls clean and free of marks and damage
- Animals out of the way, litter boxes clean and odor free
- Lawn mowed, trimmed and in good condition

Failure to allow agent showings to prospective residents or buyers, during this period, constitutes a default of the lease and the security deposit, in its entirety, may be forfeited.

If you desire not to have the property shown, you may pay an additional amount, as dictated by your lease, in order for us not to have the property shown during this period.

Please do not allow any prospective residents to enter your home unless accompanied by a real estate agent or coordinated through CRE.

## J. Occupants / Roommates

Only those persons listed on the lease agreement have permission to occupy the premises. A reasonable number of guests may also occupy the premises without prior written consent if their stay is limited to ten (10) days; after that they become unauthorized occupants. **CRE** holds you responsible for all occupants and guests, and their behavior.

We must know who is occupying the property regardless of their age and they must be named on your lease agreement. If at any time you wish to add or change an Occupant, and he/she is 18 years of age or older, application must be made first (and fee paid), and approval obtained through our office.

Residents must abide by the decision of **CRE** to add anyone to the Lease Agreement.

Failure to fulfill the above mentioned requirements may result in termination of your lease.

## K. Animals

**Not all CRE properties allow pets.** Each property is owned by an individual owner and therefore not all properties are alike in a blanket pet acceptance policy. Please check the pet policy for your particular home to see what is allowed.

For all CRE properties --No pets may be kept on the property, even temporarily, without **CRE**'s written authorization.

### Frequently asked questions:

*Can I add an animal after I have already signed a lease?*

If your property is a pet friendly property you must have the pet approved and a Pet Agreement signed before bringing any pets on the property. All pets are screened through [petscreening.com](http://petscreening.com)

*What if I have a pet that is not approved?*

Having an unauthorized pet is a **serious** lease violation and may lead to eviction.

*Can pets visit the property?*

No.

Any unauthorized pets found on the property can result in eviction and/or charges of \$100 per initial instance plus \$100 per day per pet. Pets also include fish in aquariums larger than ten gallons, mammals, birds and reptiles.

## L. Animal Policy

CLOUD RENTALS respects quality animals and their owners. While our animal policy is, by design, a little stricter than most, our objective is to provide an environment in which more landlords are willing to permit animals. All animal-owning renters know the hardships of finding a clean home that allows animals, and these difficulties are frequently based on a restrictive landlord's past bad experiences or fears about a animal or animal owner. By showing our landlords that animal owning renters can be responsible and capable of being trusted with the landlord's property, we find that more rental home owners are willing to come down from a blanket "no animal" policy, to one that is more agreeable to allowing animals "on a case-by-case" basis.

If a Property Owner chooses not to accept animals or you do not have express authority from CLOUD RENTALS to have an animal then there shall be no animals permitted on the property at any time. This means no animal sitting, no animal guests, no temporary animals and no additional animals. There will be no exceptions! Animal violation fees are expensive and enforced. Unauthorized animals shall result in monetary fines and could lead to eviction. Please inquire before bringing any animal on any property.

If you are an animal owner, or intend to obtain an animal while renting from CLOUD RENTALS, please read the following animal policy and insure all of your questions are answered before taking the next step.

Documents required to process animal applications: (1) Current shot vaccination record, (2) two photos of animal (one front and one side). Failure to complete or provide any of the required information will result in your animal being declined. Once you occupy the home, your animals(s) must be in compliance with all City, County and State regulations.

A one-time animal fee of \$300.00 is required prior to one animal being allowed on the property. The \$300 animal fee for one animal is NON-REFUNDABLE. Each additional animal requires an additional fee of \$100.00 which is non-refundable. Deposits and fees may vary from property to property and may vary at the Landlords discretion.

Inspections: There is an administrative fee annually of \$100.00 for an inspection to ensure there is no animal damage. Tenant shall pay the \$100.00 within 90-days of the beginning of the lease term and each year thereafter. This is an annual requirement. You will be charged the \$100.00 inspection fee approximately the same time each year leased.

Renters Insurance: Tenants with approved pet addendum shall obtain renters insurance. CLOUD RENTALS shall be named as "additional insured" on the policy. Insurance shall be instituted immediately upon signing of the lease. Insurance documentation shall be submitted to CLOUD RENTALS within 5-business days of signing the lease. If a tenant fails to obtain insurance, CLOUD RENTALS maintains the right to obtain renter's insurance at the tenant's expense and charge accordingly. There will be a \$25.00 per month administrative fee shall CLOUD RENTALS be required to obtain renters insurance on behalf of the tenant(s).

Move-Out Requirement: Tenants shall have the carpets deep cleaned with a animal-enzyme treatment completed upon move-out. The receipt must be submitted with surrender of the keys. Failure to provide a receipt will result in cleaning of the carpets as required and funds taken from the security deposit. The home must be pest free and odor free. Pest control treatment will be done at the tenant's expense if pest(s) are discovered within 30-day of your move-out.

Animal Violations: Per your lease, you will be charged \$100.00 per day for ANY animal violation. You will be subject to a full property inspection and will be immediately charged for any repairs. The repairs may be completed during occupancy or at move-out at the Property Manager's discretion.

Only non-violent, common domesticated household animals will be allowed on any property that permits animals. Unless specific zoning laws permit, farm animals, snakes, other reptiles, exotic animals, and any large or aggressive animal will not be approved. Prohibited dog breed list: Rottweilers, Staffordshire Terriers, Pit Bull Terriers, American Bulldogs, Akitas, Dobermans, Chows, Mastiffs, Wolf hybrids, and mixed breeds of any of the above or any other breeds expressly prohibited by owner's home insurance policy will not be approved. Exceptions to the prohibited breed list may be granted for assistance animals, trained military/K9 working dogs.

#### Additional Conditions:

1. No animals, other than those approved by CLOUD RENTALS will be permitted upon the property. Should tenant desire additional animals, each animal must be approved prior to introduction into the home or premises. Any animal that is found to be upon the property that is not approved by CLOUD RENTALS, will constitute breach of lease and will be subject to a \$100 per day (until the animal is removed) unauthorized animal fine. CLOUD RENTALS allows animals at select rentals as a privilege, not a right. Animal privileges may be revoked at any time, at CLOUD RENTALS's discretion, even animals that are previously approved, for any violation or act that CLOUD RENTALS deems appropriate.
2. Two clear 5x8 color photos of your animal(s) or emailed photos at least 800 x 600 in size (1 of the front and 1 from the side standing, taken close enough for detailed viewing, no long-distance shots). If the breed of your animal is questionable to CLOUD RENTALS you may be required to obtain further determination and a written statement of the breed or mixture of breeds from a licensed veterinarian prior to application approval.
3. Tenant shall maintain the animal in accordance with the provisions of the Pet Addendum (unless an Assistance Animal) and in full adherence to any applicable HOA Rules and Regulations, and all applicable laws. Tenant is responsible for the adequate care and maintenance, and will provide adequate veterinary care, and ample clean food and water, for any animal upon the premises. Tenant must keep animal(s) leashed when outside the property and/or any common area of the community and must immediately clean up all animal waste and droppings.
4. If animal is determined by CLOUD RENTALS or Landlord to be aggressive, a noise nuisance, either from barking, wailing, or other nuisance behavior, destructive, intimidating or threatening behavior, and/or causes damage to property, CLOUD RENTALS reserves the right to revoke any animal privileges and may require the animal to be immediately removed from the premises. Tenant assumes full financial and legal liability for any cost or fees associated with repairing any animal related damage or destruction to the property as required by CLOUD RENTALS or Landlord.
5. Tenant shall not breed, sell, or permit breeding or selling of any animals on or about the property. In the event that any animal becomes pregnant, tenant must report the condition to CLOUD RENTALS. Failure to report, will be in breach of contract and animal may be subject to immediate removal from premises.

6. Tenant shall not allow animal to create excessive noise, become a nuisance of any kind (as determined by CLOUD RENTALS), or to disturb any other residents of the community and/or neighborhood. Any animal identified by CLOUD RENTALS as a nuisance may be subject to immediate removal from the premises.
7. Texas has an Anti-Tethering Law. See Texas Health and Safety Code 821.077 – Unlawful Restraint of Dog to ensure you are in compliance. Violations will be reported to local authorities. In multi-unit homes that permit animals, Tenant shall not chain, secure, or tie-out any animal upon the premises whatsoever.
8. Tenant is required to maintain physical control of animal at all times. Tenant shall not allow animal to interfere with or intimidate CLOUD RENTALS agents or employees who may be required to enter the property or premises for the purpose of maintenance, repairs, evaluation of the property, or for any other lawful reason. Any animal that demonstrates threatening or intimidating behavior (as determined by CLOUD RENTALS) and/or prevents or causes interference to CLOUD RENTALS agents or employees entering the property will be in breach of lease and animal's privilege of occupancy may be terminated.
9. Tenant shall not allow animal to cause any physical damage to the property, to include chewing, scratching, digging, burrowing, urinating upon, or soiling any physical aspect of the home or premises. Any damage to the property becomes the full financial and legal responsibility of the tenant.
10. Tenant agrees to indemnify, hold harmless and defend CLOUD RENTALS, Landlord, agents and employees of the property against all liability, judgments, expenses (including attorney's fees), or claims by a third party for any injury against any person or damage to any property caused by any animal or animal possessed or brought onto the property by the tenant, or allowed by the tenant to be brought onto the property.
11. For information on renting with Assistance Animals, see the following section. Paragraphs 1-10 of this document shall also apply to Assistance Animals.

### Assistance Animals

CLOUD RENTALS seeks to accommodate persons with disabilities who require the assistance of an Assistance Animal. Prospective tenants may request the use of an assistance animal in the home. Assistance Animals must comply with state and local animal licensing laws. Assistance animals are not subject to additional fees or deposits.

### Definitions

An Assistance Animal is defined as "an animal that works, provides assistance or performs tasks for the benefit of a person with a disability or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability." Provided that an animal meets this definition, the animal is considered to be an assistance animal regardless of whether it has been licensed or certified by a state or local government.

Once a request for a reasonable accommodation is made, if the tenant's disability or the need for the accommodation is not readily apparent or known, the Fair Housing Act allows a property owner to request reliable documentation of a disability or disability-related need for an assistance animal. This documentation may be from a physician, psychiatrist, social worker, or other mental health professional.

## M. Rental / Lease Agreement

You received a copy of your rental/lease agreement, and other pertinent documentation. We recommend that you keep this paperwork for future reference. You will also be able to access your documents on your online portal. Please remember, your lease agreement is a binding contract. If you have any questions regarding your lease agreement, please call the **CRE** management team.

## N. Rescheduling Appointments / Denying Access

We always make the effort to contact residents either by phone, text or by mail before we enter the property. Sometimes problems arise in setting up inspections or scheduling maintenance. Consequently, if you cause the need for rescheduling by not keeping an appointment, you will be charged a \$75 **CRE** rescheduling fee. If you miss, or reschedule two appointments, we will just use our key to get in, and charge the fee again. **CRE** retains the right to access your property without your permission. (Lease Agreement paragraph 14B)

If **CRE** is denied, or is not able, to access the property because of your failure to make the property accessible, you will be charged a **CRE** fee of \$75, for not cooperating. The lease agreement gives the homeowner's agent permission to enter the property after trying to contact you as well as the right to place and use a lockbox during the last days of the lease or any extension of same.

## O. Right of Access

Our policy is to respect your right of privacy at all times, and we will attempt to contact you prior to visiting the property. However, we must be able to get into the property to do periodic surveys, address needed repairs, and to market the property. The lease gives us this right. Courtesy will always drive us, and we do not plan on making numerous unexpected visits, but on occasion the need may arise. If we have come by and you are not home, we will always leave notice that we have been there.

## P. Routine Property Reviews / Visits

**CRE** will order periodic reviews of each property. You will receive written notice, via email, with the dates and times of the visit.

*Can I refuse this review?*

No, according to Texas rental laws, once **CRE** has notified you, we may enter the house on the scheduled day, the letter serves as your notice.

*What about my animals?*

Please put your animals in a crate or make other arrangements for your animals for the appointed day.

*What are you looking for?*

We are looking for: 1) Major damage; 2) Animal damage; 3) Cleanliness / Habitability; and 4) Lease Violations

*How often are reviews done?*

Routinely twice per year, plus additional visits as necessary for Resident violations or upon owner's request.

*Missed Appointment Fee*

You will be charged a \$75 **CRE** fee, if **CRE** or our contractor, cannot enter the house, or any locked rooms or closets, for any reason (like unrestrained animals, changed locks, etc.).

## **Q. Subletting**

Subletting is when you “move another person in” to share the rent (without adding them to the lease), or “move out and let someone else pick up the rent.” There is no subletting allowed. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of you needs to move out, coordinate it with **CRE** directly.

We have a procedure to add a resident to the lease. Contact your management team on how this can be accomplished.

## **R. Violation Notices**

We spend a great deal of time notifying residents of lease violations and following up to make sure that the violations are corrected.

Consequently, we charge a \$25 fee for sending a lease violation notice.

A few examples of lease violations are: not maintaining the yard, trash cans in view from the front of the property or left out on non-trash pick-up days, not changing or using the A/C filter, and not replacing batteries as needed in smoke alarms, unauthorized animals, having trampolines or above ground pools. These as well as all the other rules listed in this handbook or stipulated in the lease agreement



# Housekeeping

## A. A/C Filters

All tenants are required to participate in our preventative maintenance program. You will receive the proper a/c filter(s) delivered to your home monthly with a date stamp. The fee for this program is \$25 per month. We require that you change your filter monthly.

A clean filter prevents serious damage to the motor, compressor and other parts of the AC/Heating unit. A dirty filter reduces the efficiency of the A/C and heating unit requiring it to work harder increasing your electric bill; and shortening the operating life.

Any cleaning required or damage done to AC/Heating units caused by failure to perform mandatory changes of the filter will be charged to the resident. The repair technician will make this determination.



This is a very expensive maintenance or repair, and the resident **always** gets billed for the entire amount due to neglect.

We recommend you change the filter when your filter arrives each month.

## PREVENTATIVE MAINTENANCE PROGRAM AGREEMENT

The monthly preventative maintenance fee of \$25.00 per month. It is a mandatory fee and due without demand to CLOUD RENTALS by the 3rd of each month. TENANT is responsible for replacing all A/C and heating system filters at the property on a monthly basis. The only filters to be used at the property will be provided by LANDLORD and will be mailed or delivered by our office personnel directly to the property approximately every 30 days. TENANT shall properly install the filter that is provided within two (2) days of receipt.

TENANT hereby acknowledges that the filters will be dated and subject to inspection by LANDLORD upon reasonable notice to verify replacement has been timely made. If at any time TENANT cannot properly or timely install a filter TENANT shall immediately notify LANDLORD in writing. TENANT's failure to properly and timely replace the filters is a material breach of this agreement and LANDLORD shall be entitled to exercise all rights and remedies it has against TENANT and TENANT shall be liable to LANDLORD for all damages to the property, A/C or heating system.

## B. Cleaning and Care of the Home

Resident is responsible for keeping the property clean, odor free, and orderly inside and out.

**Kitchens Counter Tops:** Promptly wipe up any spills to avoid stains. Use hot pads to protect the surface. Avoid damage when cutting items with a knife by using a cutting board, not the counter top.

**Dishwasher:** It is important that you use only dishwasher specific products.

- Do not use dish soap or laundry detergents; they will cause the dishwasher to overflow.
- Run dishwasher at least once each week or the seals dry up and the motor can be ruined.
- Do not leave soiled dishes in the dishwasher for a long period of time, such practices attract household pests.

**Stove, Hood, Vent Filters, and Ovens,** must be cleaned on a regular basis.

- Self-Cleaning Ovens: (Use heat to clean) Follow instructions printed on the oven.
  - Do not use commercial cleaners such as "Easy Off" or "Mr. Muscle".
  - Continuous Clean Oven: Set at 450 degrees and leave on for several hours. (High heat helps the cleaning process.) Then wipe out.
  - Do not use commercial cleaners in the oven. If you use these cleaners, the oven will begin to rust within a few weeks.
- Do not leave oven unattended while cleaning. **Carpets and Floors:** Clean up spills, animal accidents, etc. promptly. Vacuum carpets and sweep and mop floor regularly.
    - Have **carpets steam cleaned a minimum of one time per year.** (Contact CRE for a list of Carpet Cleaning Companies). –It is much cheaper to spot treat them than to buy carpet at your expense at your move out.
    - Use only approved cleaners on vinyl floors. (Do not use wax).

**Hardwood Floors:** Use appropriate cleaners only.

- Wood and laminate floors must **not** be wet mopped or have liquids left on them.

**Bathrooms:** Report any leaks immediately.

- Please notify the office if the caulked or grouted areas around your bathtub and tiles become cracked, broken or chipped. Water seepage can cause severe damage to your home.
- Do not use abrasive cleaners, steel wool, or scouring powder to clean any tubs, marble sinks, counter tops, or **any** fixture. Using these items ruin the finish. Instead use 'Soft Scrub' or other nonabrasive cleaners.
- Prevent mildew & mold from accumulating by: Using exhaust fans during and after showering, keeping bathroom properly ventilated, and by treating immediately with products such as 'Tilex' and 'Dawn' dishwashing liquid.
- Report any leaks immediately. And please notify the office if the caulked areas around your bathtub and tiles become cracked, broken or chipped.
- Water seepage can cause severe damage to the home.

**Odors:** You are responsible for keeping the home free of any lingering odors. These may result from animals, smoke, cooking, etc.. If there are lingering odors in the home you will responsible for the cost of its remediation. The damages besides general cleaning could include: interior painting, replacement of carpeting, draperies, window blinds, and additional extensive cleaning of ceilings, walls, and light fixtures etc.. If the home requires deodorizing or more extensive remediation to remove odor, it will always be at your expense, and not considered normal 'wear and tear.'

## C. Fireplace Use

If there is a fireplace on the property, it is available for your use.

However, before putting it in use, call **CRE** so we can have it inspected and if needed, cleaned. You will then be responsible for having it inspected, and if necessary, cleaned by a certified “chimney sweep” when you move out.



Proper Use of Fireplace:

- **Before** starting the fire open the damper.
- Close the damper securely **only** when the fire is out and ashes are cold.
- If smoke is coming into the room, put out the fire **immediately**, close fireplace doors and vent the house.
- Use hard woods, like oak or mesquite rather than soft woods like pine or cedar. (Soft woods cause sparks and a buildup of creosote in the flue).
- **Never** use fire starters such as lighter fluid or kerosene and definitely not gasoline.
- **Never** burn trash or Christmas trees in the fireplace.
- **Always** use a log grate. It positions the fire properly and ensures a good flow of air to and around the fire.
- Build moderate to small fires. Most prefab fireplaces are not designed for roaring fires. **Do not** overfill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a house fire.
- Use a fireplace screen at **all** times to prevent damage to the carpet and to reduce the possibility of a fire spreading into the room.
- **Never** leave the fire unattended or with unattended children.
- **Always** use a metal ash container for the removal of coals and ashes and be sure the coals are cold. **Never** put warm coals in a garbage can, paper bag or any flammable container.
- **CALL 911 IF YOU GET INTO TROUBLE**

Resident must not stack firewood next to the house, any building or wooden fencing. Doing so promotes the infestation of wood destroying insects.

## D. Garbage Disposals

- The garbage disposal is a convenient appliance, if used properly.
- **Remember: If you can't chew it, your disposal can't chew it!**
- It must be used appropriately. For instance, it was not created for: bones, grease fat, oil, meat, vegetable and citrus, peelings, etc.
- If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve it. (Never stick your fingers in a running disposal). A vacuum hose works great.
- The disposal is self-cleaning, but occasionally adding baking soda will help to reduce odors.
- Never use caustic drain cleaners.

- If the motor whines, turn the switch off and unjam the disposal. A special tool may be required and your local hardware store should carry it. There is a reset button on the bottom outside of the disposal. You will be charged for maintenance service if the disposal is only jammed, clogged, or the safety button has not been reset. See our video online.

## E. Garbage and Recycling Containers

Most areas have curbside garbage and recycling, using individual wheeled receptacles.

- Trash must be placed in proper containers in accordance with city and/or county policy.
- Receptacles may be placed at the curb the night before the weekly collection and must be removed the evening of that day and stored out of sight on non-collection days.
- Toxic waste such as paint, oil, antifreeze, solvents, and batteries must be disposed of in accordance with the rules and regulations set forth by the city and county.
- Tires may not be left on the curb for trash pickup or piled up on the property. Check with the city to see how to dispose of them properly.
- Excess garbage may not be disposed up when your trash is covered by the Landlord. This is an abuse of the privilege and will not be tolerated. Please find another means of disposing of excess garbage. If you are found to be disposing of excessive garbage you will be fined.

## F. Light Bulbs

All light sockets should have working bulbs in them when you move in. If any lights do not work when you move-in, please notify us by using a work order request, at once. Otherwise, it will be your responsibility to replace light bulbs, as needed, during your occupancy, with the correct size, type, and wattage bulb. If a light fixture is rated for a 60 watt bulb and you use a 100 watt, it may create a short circuit and a fire hazard.



Upon move-out, it is your responsibility to insure that all fixtures have the correct working bulbs installed. You will be charged per light for any that are missing, burned out, or are not the correct type or wattage.

## G. Mold / Mildew

Every house has some mold, and it's been around since the beginning of time. Most of it causes no health risk, but you always need to watch out for it. If you keep moisture in the house low, the shower tile clean and the refrigerator wiped down, you'll probably never see any. You executed a 'Mildew Addendum' before you took possession of the property that teaches you how to deal with mold and mildew. Read it carefully.

## H. Pest Control

- Any pests, including insects and rodents, not reported in writing within the first 3 days of the lease, will be assumed to have entered the property after the start of the lease.
- You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, silverfish, scorpions, rodents etc.), except termites.

- Since you are our eyes on the property, please let us know if you see any termite activity. They usually swarm in the spring and you can't miss them. Please notify our office immediately if you notice any signs of what you believe may be termites.
- Please do not store wood against the exterior of the house.
- We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance selecting a pest control company, we can refer you to the one we use.

## I. Rain Gutters

If the property features gutters, they must be cleared of debris on a regular basis, in order to prevent damage to eaves and cornices. Gutters must also be left clean at move-out.

## J. Refrigerators

- If you have your own refrigerator that you wish to use and there is a refrigerator already in the property, contact management regarding proper storage of the owner's unit. If you store it in the garage, it will need to be kept plugged in and running.
- Any loss of food due to a malfunctioning or inoperable refrigerator is solely at the resident's expense. Owners are not obligated to reimburse residents for lost or spoiled food. (See Renter's Insurance)
- A refrigerator is not a toy; please teach your children the dangers of playing in and around refrigerators.
- If your refrigerator stops working – NOTE – refrigerators are great coolers – add ice to the refrigerator until maintenance can restore it to working condition. This will help save food from spoiling.

## K. Resident Will:

- Not perform electrical work (this does not include changing light bulbs or batteries).
- Not paint or change walls, woodwork, flooring, landscaping of the property without permission from **CRE**.
- Not perform repairs of any type unless authorized by **CRE**.
- Not store items next to the furnace or water heater.
- Not park on the grass or park more vehicles than are authorized in the lease agreement, or keep inoperative vehicles on the premises without permission from **CRE**.
- Not deduct any pre-authorized or unauthorized maintenance expense from the rent. If **CRE** authorizes you to perform any maintenance, you must submit ALL receipts for reimbursement.

We are here to maintain the property in a safe and habitable condition and to service your needs as efficiently as possible. However, we must also protect the owner and his/her financial position so that they can afford to maintain the property and avoid frivolous or excessive costs.

## L. Smoke Detectors & Carbon Monoxide Detectors (where gas appliances are located in homes)

Your safety is very important to us.

- Residents must test the smoke detector and carbon monoxide detector (where applicable) within one hour after occupancy, and inform **CRE** immediately if it is not working properly.
- Smoke Detectors and carbon monoxide detector (where applicable) are for your safety, please test them every thirty days and replace batteries as necessary. Normally the smoke detector will emit a beeping sound when the batteries are losing their charge.
- Our property surveyor charges \$5.00 per battery on property visits if we find they need replacing. You will not be given the choice to replace on your own at that point.
- Do not get used to the beeping – this is your first line of defense in case of a fire.



## M. Thermostats

**Do not switch your thermostat setting quickly, from COOL to HEAT, or from HEAT to COOL.** First switch the thermostat to off, and wait until it stops running, then switch to HEAT or COOL. Failure to follow this precaution may result in permanent damage to your unit. You could be charged for the repair and/or replacement.

In hot weather, set the selector switch to “COOL” and set the fan switch to “AUTO”. Set the controls between 75 and 80 degrees to provide maximum cooling. Setting them lower will not cool your home any faster.

## N. Walls

- We suggest you use “3M” picture hanger adhesive strips when hanging pictures. This type of hanger creates no wall damage.
- If you have questions about items that are heavy or difficult to hang, please call the office.
- Mirror tiles, contact paper, wallpaper or other wall coverings with adhesive backing are not permitted without our prior written consent.
- You are responsible for removing nails and the cost of repairing any damage to walls and ceilings.

## O. Watering Yard, Sprinkler System and Foundation Care

**It is of crucial importance that the foundation and yard be watered regularly.**

Foundations are prone to shifting because our clay-like soils shrink and swell due to moisture changes after drought. Consequently, we must water the foundation as well as the yard appropriately in order to prevent the foundation from shifting and cracking.

## Watering guidelines:

- When watering the yard, ensure the sprinkler is putting water against the base of the foundation. Leave the water on for 30 minutes to one hour, 2 times weekly in the spring and summer between rain fall.
- The best time to water is early morning or late in the evening. Make sure you are watering around the entire foundation uniformly. If the soil is pulling away from the foundation, you are not watering enough.
- During drought conditions, observe water rationing rules and all restrictions. Please refer to your local water company to determine what “Stage Restrictions” apply and the appropriate watering times and dates, for your address.



As a minimum requirement, following guidelines and settings for a sprinkler system should be as follows:

1. Sprinkler system shall be set for three times per week - Monday and Wednesday and Friday.
2. Two cycles – Schedule two hours apart in the morning between 2:00 a.m and 10:00 a.m. (Example: First one starting at 2:00 A.M., second at 4:00 A.M. ). Morning is best.
3. \*Zone settings/minutes: Zone 1 – 5-10-minutes Zone 2 – 5-10minutes (And Zone 3, Zone 4, etc.) Zone 1 – 10-15-minutes Zone 2 – 10-15-minutes (And Zone 3, Zone 4, etc.)

\*The first cycle should begin around 10-minutes to pre-moisten the soil. The 10-minutes of pre-moistening the soil allows for the best results in soil penetration on the second cycle of watering.

The yard shall receive no less than 1-inch of water every 10 days. Lawn areas under trees may require up to 3-times more water. Tenant shall allow for this variance to ensure water soaks down into the soil at least 4-inches to 6-inches.

4. Sprinkler system shall be turned off during the cold winter months to avoid freezing pipes and valves.
5. Grass in Texas may still require watering during winter months.
6. Failure to Maintain: If Tenant fails to comply with watering/sprinkler and yard maintenance including keeping grass, plantings, trees, shrubs and other plants alive and/or the residential lease, the Landlord may find the tenant in default of the residential lease (Paragraph 27) and in addition may perform whatever action tenant is obligated to perform and Tenant must immediately reimburse the Landlord for reasonable expenses incurred.
7. If an operator’s manual is not provided for you, please email our repair department to receive one or download by searching the make/model on the Internet.

## **P. Annual Backflow Notices from Municipal/County Department**

If you have a sprinkler system at your property you will most likely receive annual backflow test notices to your property. These will come from the City or County that you live in and from which you receive your water service. It is your responsibility to notify CRE immediately upon notice of any backflow notice. You may report this notice through your tenant portal as a service/maintenance request and upload a copy of the notice into the work order. Failure to report backflow notices may result in all of the following: disconnection of water service by provider, fine from service provider, fine from CRE, breach of lease.

## Q. Water Softeners

If your home is equipped with a water softener, you are required to replenish the salt levels regularly, in the salt tank, so it will operate properly.

## R. Winter Conditions

Texas Plumbing is not designed for long freezing temperatures like it is in colder climates.

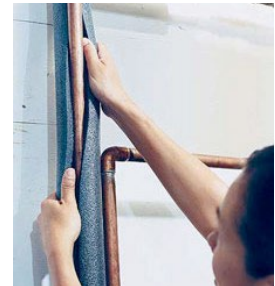
It is extremely important that you stay abreast of cold weather reports throughout the winter. Any extended period of below freezing could cause unprotected water pipes to freeze and burst.

If you have gas heating, you will need to verify that your pilot light is lit prior to turning on your heating unit. We will have the pilot lit as a onetime courtesy for you if you are unable to do so yourself. After this, it is your responsibility to do this or have it hired. Please call our office if you have questions.

When the outside temperature falls below 32 degrees Fahrenheit, you are responsible for protecting the premises by haven taken steps to reduce the likelihood of frozen plumbing.

In the event of severe, freezing weather, please observe these precautions:

- **The heat must be maintained at a minimum of 65 degrees F**, in order to protect the plumbing from freezing.
- Exterior faucets and exposed water lines must be adequately protected by insulating, wrapping or covering.
- Allow inside and outside faucets to slowly drip. Drip both **HOT** and **COLD** water.
- Open cabinet doors to expose plumbing fixtures so that these spaces will be heated.
- If you are going to be away from the property for the day or an extended period of time it is very important that you do not turn the heat off. Please leave the thermostat setting no lower than 65 degrees minimum.



These precautions are essential in order to avoid the risk of substantial damage to the property and your possessions from broken pipes due to freezing temperatures. If damage results from you're failure to exercise these precautions, you may be liable for damages to the property.

## S. Summer Conditions

### WHY YOUR AIR CONDITIONER WILL NOT COOL WELL WHEN THE OUTSIDE TEMPERATURE IS 100 DEGREE OR ABOVE

Dear Tenants,

We would like to take this time and thank everyone for their patience during these hard times. It never fails, every year, as soon as we approach 100°, we are flooded with calls from tenants that believe their AC systems are not working because they aren't cooling like they are accustomed to or they are not cooling down in the heat of the day.

The first thing you should know is that your system is typically not designed for 100° heat. HVAC systems are designed for an average temperature in your area. Your system is also designed to cool to a maximum of 20° below the temperature outside. So when we are having average temperatures, you should have no problem cooling to 70° or 71° if you like. However, when we approach 100° or above, you will likely be doing good to cool to 80° during the day time while sun is out. While it may seem as if your system is not working, it is probably doing all it can during extreme temperatures. Many people at this point will ask why systems are not designed for higher temperatures.

The short answer is, you can't design a system to operate efficiently in the extremes and also have it work well in the averages. So we have to sacrifice during a few days of extreme temperatures in order to be comfortable the rest of the year.

Some easy ways to tell if you are actually having a problem or if it is just the OUTSIDE heat are:

1. Does the system eventually start keeping up in the middle of the night or early morning when the outside temperatures have cooled down? If the answer is yes, the problem is more than likely just the extreme heat outside.
2. Is the system cooling some? If it is close to 20° cooler than outside, it is probably doing all it can. If it is closer to the outside temperature, you probably have an issue that needs service.
3. Are there any signs of a problem such as a water leak at the indoor unit, ice on the indoor or outdoor coils, or it is not catching up over night? If yes, you probably need a service call.

Things you can do to help keep your house cooler when the A/C just can't keep up:

1. Use your ceiling fans.
2. Never ever set the thermostat below 70 degree in hot days. It can't reach your thermostat temperature setting. Your air conditioning will keep running until it overheats and coils outside will freeze. You will have to put AC off for 24-48 hours to thaw the outside coils.
3. If you are away from home, do not set thermostat more than 77-78 degree while you are away otherwise it will take much longer to cool. NEVER shut your AC off completely if you are going to be away from your house during summer months.
4. Keep your blinds closed.
5. Run your dishwasher and laundry at night.
6. Set your thermostat higher than you normally would to give your system a break. Operating in extreme heat can cause breakdown of motors, capacitors and other parts.
7. Make sure your filter is clean, this will ensure your system is operating at peak efficiency with no airflow restrictions.
8. Cut back shrubbery and anything else that is around your outdoor unit, it needs room to "breathe."

9. Cook outside on your grill. Avoid heating up the house with the oven if possible.
10. Keep doors and windows closed and try not to open and close the doors to outside too often.



**Lastly if the temperature outside is 100 degrees or more and you set the temperature lower, if it does not cool down to the exact set temperature this is normal and does not mean the A/C is broken. If you put in a maintenance request and the contractor does not find a problem, or if he finds the filter was not changed this will be billed to you as the tenant.**

## T. Yard Furniture/Decoration

Tenant may only place outdoor furniture on property that is intended for outdoor use. No interior furniture may be placed outside including interior couches, recliners, chairs or other furniture manufactured for interior use. Front porches or multifamily units may only have a limit of one bistro table and 2 bistro chairs or small outdoor bench.

Tenant must keep exterior yard decorations to seasonal appropriate and quantity reasonable amounts. Holiday décor may not be placed outside earlier than 6 weeks prior to the holiday celebrated and left up more than 4 weeks past the holiday celebrated.

## U. Yard Maintenance

You are responsible for the continual upkeep of the lawn, shrubbery, and trees. This includes cutting, weeding, edging, trimming, reseeding (as needed), watering and trimming trees and shrubs.

- **The lawn must not be higher than 6 inches.**
- The areas around the driveway, sidewalks, curbs and gutters are part of the yard and should be kept free of weeds, leaves, and debris.
- Remember, the exterior appearance of the home reflects the living conditions of the residents.
- Should be able to walk under any tree.
- Trees need to stay trees – new growth from base needs to be trimmed.
- Trees need extra water. ½ hour per week.
- City violations are the tenant’s responsibility to pay.
- All violations are subject to \$25 CRE violation fee per instance.



# Homeowner Association Issues

## A. 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.

Generally you can contact your subdivision (HOA) website and present your lease to obtain passes/keys, etc...

## B. Rules and Regulations

Many homes in Central Texas are in mandatory Home Owners Associations. HOAs are very aggressive about enforcement of their rules, so resisting them will only cause you grief, and cost you money.

Many common HOA rules are also conditions (or rules) of your lease agreement. Examples include: proper maintenance of the yard (mow, edge, weed treatment, trim of hedges etc.), storage of garbage cans (store out of sight), vehicle parking on unauthorized areas (such as grass) and improper storage of boats and trailers. These are just a few of the most common resident violations of the HOA that could cause you to be charged fines.

## Miscellaneous

### A. Key-less Deadbolt

The purpose of the key-less deadbolt is to protect you while you are **inside** the property. It is not intended to protect your possessions while you are away.

When you leave the house, be sure that at least one key-less deadbolts are disengaged. This will prevent you from being accidentally locked out of the property.

If a garage door opener or the door lock malfunctions while a key-less deadbolt is engaged, it will be impossible to enter the property with a key, and you will be responsible for all costs to gain entry into the property.

### B. Lost or Misplaced Keys / Rekeying

Should you lose your keys or lock yourself out, in some cases, we have a duplicate set of keys available in the office.

**Only those on the lease can pick up keys and identification is required.** The keys must be returned within 24 hours or you will be charged for key replacement. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours.

If we bring a key out to you during business hours, you will be charged a \$175 trip charge. (Locksmiths are cheaper.)

If you lock yourself out after hours you will need to contact a locksmith at your expense.

Residents are **not allowed to change the locks**. If you wish to re-key the property at your expense, please contact the office. If we find that you rekeyed without permission, the locks will immediately be re-keyed to provide us key access at your expense and a violation fine will be charged to you.



## C. Referrals

If you refer someone to **CRE** who then Buys, Rents, Sells, or has their Property Managed within the company, we will give you a \$50 Gift Certificate! Please note that the referred customer must tell us that you referred them to us.

## D. Renters Insurance

The home is covered for the homeowner by his insurance policy, but your personal property is not. You are required to maintain liability insurance per your lease agreement at a minimum of **\$100,000.00 and list CRE as a co-insured**. We strongly encourage you to maintain renter's insurance while you are in the property. Contact your insurance carrier to obtain a policy. We can testify that without renter's insurance, you are risking a lot. Renter's insurance **covers you for any loss of your personal property due to theft or casualty damage**.

If you don't have renter's insurance, you may lose everything! The Landlord isn't held responsible. In fact, even in incidents that you didn't cause, you are responsible for replacing your possessions.

And, even worse, if you are responsible for an accident that causes damage to the property, losses to others, or injury to an individual, you could be held liable...even to the owner of the property!

So, why do you need Renter's Insurance?

- To protect yourself from liability.
- To protect your possessions in the event of a loss.
- To protect yourself financially.
- To provide you with temporary living coverage if your residence is damaged.
- To insure you will have someone on your side when the unexpected happens.



## E. Required Liability Insurance

For the duration of the Lease Agreement, Lessee is required to maintain and provide the following minimum required insurance coverage:

**\$100,000 Limit of Liability** for Lessee's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance"). **CLOUD RENTALS must be listed as co-insured on the policy.**

- A. Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease Agreement and Lessor shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Required Insurance coverage and seek reimbursement from the Lessee for all costs and expenses associated with such purchase.**

- B. Lessee may obtain Required Insurance from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Lessor, who may schedule the Lessee's unit for coverage under the Landlord's Required Resident Liability insurance policy ("LRRL"). The coverage provided under the LRRL will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LRRL coverage shall be charged to Lessee by the Lessor. Some important points of this coverage, which Lessee should understand are:
- C. LRRL is designed to fulfill the insurance requirement of the Lease Agreement. Lessor is the Insured under the LRRL. Lessee is not the insured under the LRRL policy.
- D. LRRL coverage is not personal liability insurance or renters insurance. Lessor makes no representation that LRRL covers the Lessee's additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice.
- E. Coverage under the LRRL policy may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an agent of their choice for insurance options to satisfy the Required Insurance under this Lease Agreement.
- F. Licensed insurance agents may receive a commission on the LRRL policy.
- G. The total cost to the Lessee for the LRRL coverage shall be fifteen Dollars (\$15.00) per month.
- H. Scheduling under the LRRL policy is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LRRL policy will be terminated by the Lessor.

# Buying A Home

## A. Purchasing A Home

CRE will also be happy to assist you in purchasing **any** new or pre-owned home, including those not managed by CRE. Our sister company, Cloud Real Estate has several real estate agents specializing in Central Texas and the surrounding area willing to represent you in the purchase process). This can happen when you give your notice to vacate, per your lease requirements, or in the event you want to move sooner, you may choose to exercise the Early Termination clause as stated in your lease. Your property manager and agent can advise you of the process ahead of time, so you can plan accordingly.

## B. The Home You're Renting

CRE will be happy to assist you in purchasing the home you are leasing provided the owner is willing to sell and all parties agree to the terms. A sale of this type could take place at any time during your residency; it would not necessarily have to coincide with the end of your lease term. If you are interested in purchasing the home you're currently leasing, please contact your property manager.



## C. Are you Military?



CRE has a fantastic program to allow to give back to our **military** by offering a rebate or credit on a home sale or purchase to eligible service members. Please complete the registration form on our website or ask your property manager about **US Military on the Move** and we will connect you with a real estate agent.

## D. Are you a First Responder?



CRE has a fantastic program to allow to give back to our **first responders** by offering a rebate or credit on a home sale or purchase to eligible first responders. Please complete the registration form on our website or ask your property manager about **CTX ROM** and we will connect you with a real estate agent.

## E. Are you a Hometown Hero?



CRE has a fantastic program to allow to give back to our **teachers, school administrators, doctors and nurses and medical professionals** by offering a rebate or credit on a home sale or purchase to eligible hometown heroes. Please complete the registration form on our website or ask your property manager about **CTX ROM** and we will connect you with a real estate agent.

# Move-out Process

## A. Carpet Cleaning

Residents are required to have the carpets **professionally cleaned** after 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 animal treatments done as needed. If there is any Animal Odor after you have vacated the property you will be responsible for the cost to remove it. If you hire a carpet cleaner other than the ones we use, be sure they will guarantee their work to **CRE**'s standards and satisfaction.

**Original leases signed after Oct 1, 2020. Vacuum all carpet.  
See page 46 for details**

You may contact **CRE** for a list of carpet cleaning companies.

## B. General Cleaning

Leave the property clean throughout the interior and the yard. Accumulated dirt and grime is not normal "wear and tear."

- This includes: floors, windows (inside and out), window sills and door casings, mini-blinds, wipe out drawers, shelves, all appliances, sinks, toilets, bathtubs, showers, vanities, light fixtures, fireplaces, remove cobwebs inside and outside, etc.
- Pick up debris and animal feces in the yard and dispose properly.
- Close and lock all windows and doors.
- Cut the lawn, weed the flower beds, edge, trim the shrub, and sweep patios/decks and paths.
- Driveway and garage floor must be cleaned of any grease and oil stains.
- Gutters cleared of any dirt and leaves.
- Cooperate with all appointments to show the property.
- All utilities are to be left on for at least five days after your keys have been returned.
- Vacate and turn in **all** keys by the date given in move out notice.



## C. 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 turning over the property on time, taking great care of the home during your residency, making sure that it is clean and free of debris, and by having the carpeting professionally cleaned after you have moved out.

Be sure that you understand what your responsibilities are for cleaning and preparing the property for move-out. Please read our 'Move-out Guidelines' carefully. You can obtain a copy at <https://cloudrealestate.com> under 'Tenant Resources,' or at our office.

Painting & Nails: Please remove all nails on walls. Do not fill holes caused by picture hangers, or touch up paint without approval. If you paint or fill holes and it does not match, you will be charged for all necessary repair and repainting.

Utilities must be left on for the move-out inspection for 5 business days past move out. If the utilities are not on for the move-out inspection you will owe Landlord the total utility company charges of reconnecting the services, and a CRE administrative fee of \$25. Any delay of inspections caused by the Utilities not being on will also delay the return of your security deposit.

The move-out inspection documents the current condition of the home and compares it to your move-in inspection report. We will then charge for any condition discrepancies not identified as existing, at move-in.

## D. CLOUD RENTALS Move-Out Inspection Requirements

**\*Please read carefully as failure to comply will result in deductions to your security deposit.\***

**PROPERTY MANAGER WILL NOT CONDUCT IN PERSON MOVE OUT INSPECTION WITH TENANT**

INSPECTIONS WILL BE CONDUCTED WITHIN 5 DAYS OF VACANCY.

RETURN ALL KEYS/REMOTES (HOUSE, GARAGE, MAILBOX, FENCE, GATE, ETC.)

**EFFECTIVE OCTOBER 1, 2020 UPON LEASE SIGNING -- IF YOUR PROPERTY HAS CARPET YOU WERE CHARGED A NON-REFUNDABLE \$150 CARPET CLEANING DEPOSIT AT MOVE IN.**

UTILITIES SHALL BE LEFT ON IN THE TENANTS NAME FOR (5) FIVE BUSINESS DAYS AFTER VACANCY.

*Failure to meet the move-out inspection requirements will result in utilities being turned back on and charges deducted from your security deposit for cleaning and repair purposes. Tier Basis for Utility Charge based on severity of cleaning/repairs.*

THE FOLLOWING SHALL BE COMPLETE UPON SURRENDERING THE PROPERTY:

1. Defrost, clean and dry out the refrigerator, making sure that the doors are propped open for airing once the electricity is off. **Replace the refrigerator filter and submit receipt upon surrendering keys as proof of replacement.**
2. Clean all grease and grime from the inside/outside of stove, range hood/screen. The drip pans must be replaced (compatible w/ stove brand) or in brand new condition.
3. Wash all windows including interior and exterior sides, blinds, windowsills & ceiling fans. Damaged blinds must be replaced.
4. Wash all vents and vent openings on ceilings, floors and walls.
5. Clean all baseboards and woodwork.
6. Clean all cabinets, closets, including the furnace and water heater closets inside and out.

7. All decals, contact or shelf paper must be removed.
8. Wash all doors and walls.
9. Wash all floors, and strip wax if necessary.
10. Garage, driveway & porches are to be swept clean. All grease/oil marks to be removed.
11. Lavatories, commodes, tub and shower stalls are to be cleaned.
12. Leave no trash, food, or personal property when you move out.
13. All nails & screws must be removed. If hole is noticeable, fill with light spackle. Wipe area clean of excess spackle material.
14. Fireplaces must have all ashes removed and cleaned.
15. All light fixtures must be cleaned and equipped with working bulbs of proper size. Fixtures with multiple bulbs must match in size, design and color.
16. Yard is to be mowed and trimmed. Trees and shrubs are to be trimmed appropriately.
17. Remove all yard debris and trash from the grounds.
18. Pest control issues shall be treated for the interior, exterior and yard of the home.
19. **Replace Heat/AC Filter. Replace batteries as needed (smoke alarms, thermostats, etc).**
20. Note: You will be automatically charged \$150 carpet cleaning upon move out. If your cleaning is excessive and exceeds this amount you will be billed for any charges above this base fee. If you have excessive stains or dirt consider an additional pre-cleaning.

**Leases prior to Oct 1, 2020** Have carpets professionally cleaned prior to move out.

21. Home cleaning vendors charge a minimum service fee of \$75.00.

**\$100 INSPECTION FEE IF KEYS TURNED IN AND PROPERTY IS NOT RENT READY.**

**EACH VENDOR THAT CLOUD RENTALS MUST HIRE TO MEET THESE REQUIREMENTS THERE SHALL BE A \$25.00 CHARGE PER VENDOR/SERVICE DEDUCTED FROM YOUR SECURITY DEPOSIT**

**IF YOU CHOOSE TO HIRE A CLEANING COMPANY. CLOUD RENTALS IS NOT RESPONSIBLE TO CONTACT THAT COMPANY SHOULD YOU NOT PASS INSPECTION. YOU MAY CONTACT OUR OFFICE FOR A LIST OF APPROVED CLEANERS WHO WILL GUARANTEE PASSING INSPECTION.**

I understand that if any of the move-out inspection guidelines are not completed prior to surrendering key(s), that charges to complete the work will be deducted from my security deposit. If all lease requirements have been met, your security deposit will be returned within (30) thirty-days.

## E. No Time to Clean House, Etc.?

We have reliable people who can do these things for you. We are happy to help. However you must coordinate to have it completed prior to turning in your keys and you must pay it directly to the vendor(s). Flea and pest control treatment receipts if required per your lease treatment must be provided at time of move-out inspection.

Remember that just because you hire a vendor certified through CRE you may still have inspector required repairs. Check with your vendor or CRE to see if they are can do these for you if you think you may be in this position or if you have questions. Things to consider: nail holes, wall scratches and dings, dog damage, broken blinds...

## F. Responsibilities if You Had a Animal

CRE's 'Pet Addendum' calls for some specific items that you must do at move-out if you had a animal:

1. Have the carpets professionally cleaned and deodorized. Have a receipt ready for CRE when you do your move-out inspection or funds will be withheld to have the carpets cleaned and deodorized.
2. Have the carpets professionally treated by a pest control company for flea removal. Even if you believe your animal did not have fleas, this is required as part of your pet addendum. Have the receipt ready for CRE at time of move-out or CRE will charge for this item.
3. Remove all evidence of the animal. Watch for food dishes, animal hair, leashes, animal waste, holes in the yard, and repair any damage caused by the animal. Owners are particularly sensitive to animal damage, so we must also be.
4. Get rid of all animal related odors.

## G. What Happens if I Limit Agent Showings?

During the final days of your occupancy it is important that you continue to comply with your lease agreement, especially as it relates to making the property available to be previewed by prospective buyers or residents. If you attempt to limit or restrict access between 9:00 a.m. and 8:00 p.m. daily for showing, you will be in default of your lease and forfeit your security deposit.

## H. What Happens if I am Not 'Out' on the Date Expected?

You must obtain an extension in writing from CRE, in order to remain in the property after the move-out date. Otherwise, this will be treated as a "holdover" and you will be responsible to the owner for three times the normal rent and legal damages per your lease agreement; which reads as follows:

"Resident will pay Landlord rent for the holdover period and indemnify landlord and prospective Resident for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand."

## I. 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.

## J. What Happens if I Accidentally Take the Garage Door Remotes?

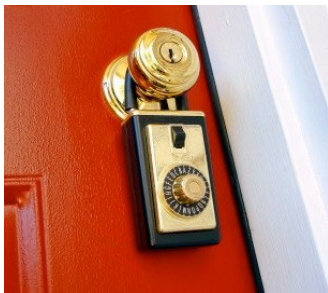
If the remotes are missing at move-out, we will charge you for them. If you do find them after move out and send them back to CRE and they are received within seven (7) calendar days of move out you will be credited for them. Please contact CRE immediately and let us know that you have located them and by what method you are returning them. After seven days they are considered missing.



## K. 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, we will mail it to the property and rely on the postal system to forward it to you. If there are roommates, all names must appear on the check.

## L. Why is There a Lockbox on My Door?



The lease gives us the right to market the property during the last 30 days of your stay. This will involve using a lockbox, for access, and placing a sign in the yard. Courtesy will always drive our showing procedure, and reaching you by phone will always be attempted prior to our arrival. If you resist this and try to prevent showings you will forfeit your security deposit, as described in the lease, so cooperate with us and we'll make the transition a smooth one. Per your lease you do have the option of paying a fee of \$150 to opt out of having a lockbox placed on your property. If you choose this option you must still cooperate with showings on your property.

## In Closing

We reserve the right to make revisions, from time to time, without notice, in our 'Lease Rules and Regulations' and policies and procedures, due to changes in the 'Texas Property Code' or 'City Codes.' Violation of these guidelines will constitute a breach of the lease.

In any case, if a conflict appears between these guidelines and the TAR Lease Agreement, the conflict shall be resolved in favor of the Texas Association of REALTORS® Lease Agreement.

If you have any questions regarding your lease, or concerns during your stay with **CRE**, please feel free to call or visit us at the office. We depend on and appreciate your business, and our staff will do their utmost to satisfactorily resolve any problems. Our goal is to always provide you with efficient, courteous service.

We will work hard during your residency to make it a pleasant one and look forward to a mutually satisfying relationship. Your cooperation is always appreciated.

*Thank you for leasing from us!*



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