

ATX PROPERTY MANAGEMENT

Lease Addendums



This entire document is an addendum to the lease contract that you as the resident(s) agree to rent. By signing, all residents understand the rules and agree to this addendum.

NO SMOKING POLICY

There are many reasons for the non-smoking policy. The primary purposes of the no smoking policy is to 1) combat the increased risk of fire from smoking 2) the increased maintenance, cleaning, and redecorating costs from smoking 3) and the higher cost of fire insurance for home owners.

“Smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product, or any other similar product in any manner or form.

The resident’s agree that the premise to be rented is a smoke-free living environment. The resident’s, members of the household, and their guest, shall not smoke anywhere in the unit rented, the premise where the unit is located, or within 25 feet of any common area of the property. Residents will not permit any guest to do so. Resident shall inform their guest of the no-smoking policy.

If the resident or their guest violates this policy, the resident will be charged a \$250 lease violation fee and must to reimburse the landlord for any and all expense incurred to restore the unit to a smoke free condition. This can include, but is not limited to: painting, professional cleaning, carpet cleaning, etc..

BED BUG (Cimex Lectularius)

There is no known evidence or knowledge of a bed-bug infestation in the dwelling. You are required to inspect the unit within 48 hours of moving-in and to notify us of any bed bugs. If bed bugs are discovered at any time during your residency, you must allow ATX Property Management, or our pest control agent access to the dwelling to inspect and treat bed bugs. We reserve the right to select any professional pest control company, and any bed bug treatment method for the home/unit. If treatment is required, you must, at your expense, have your personal property and possessions treated at your expense by a licensed pest control agency that we approve, at appropriate and acceptable standards. Failing to cooperate with this addendum, our licensed pest control agents, or our directions on this matter shall place you in default of the lease agreement, and we will have the right to terminate your occupancy exercise all rights and remedies within the lease contract. You agree not to treat the building/unit for bed bugs on your own.

You must promptly notify us of any known or suspected bed bug presence in the dwelling or on any of your property. You may be required to pay all reasonable costs for pest control treatment and cleaning of bed bugs. If we have to move other residents in adjoining units or neighboring units, to treat your unit, you may have to pay for lost rental income, costs to relocate those residents, and the costs of those bed bug treatments as well. If you fail to pay or reimburse those expenses when demanded, you will be held in default of the lease agreement. If the presence of bed bugs are discovered after you move out, you will be responsible for the cost of cleaning and pest control to exterminate the infestation.

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RESIDENT PREVENTATIVE MAINTENANCE RESPONSIBILITIES

Residents are required to provide preventative maintenance measures to the home/unit/building that they lease, at the residence's expense. Please treat the rental dwelling as if it was your own, with respect. Residents must comply with, but are not limited to:

Check and maintain all smoke/carbon monoxide detectors (replacing batteries if needed)

Air Conditioning

Changing the AC filters AT MINIMUM once every 3 months.

Keep vegetation, grass clippings and leaves away from the AC condenser grill.

Never run the air conditioning cooling unit when the outside temperature is below 60°F, doing so may cause the coils to freeze up and restrict air flow.

Keep the AC drain lines clear. If water drips from the inside unit, it is usually due to a clogged condensation drain line. Pour a cup of household bleach down the line once a month (do this with the unit turned off). This treatment will kill and clean out the slime that can grow in the lines. If the line becomes clogged or frozen, turn off the unit and clear the drain line or allow the equipment to defrost. Air conditioning units installed in attics or in second floor closets are normally equipped with auxiliary condensation drain lines that are usually piped to the exterior of the structure. Be sure to locate this drain line when you move in and check it periodically. If you notice water dripping from this drain, it means that the main drain line is clogged and needs to be cleared right away! If the AC unit is leaking, TURN IT OFF! Damage resulting from a clogged condensation drain line may be charged back to you.

If the AC unit stops working, first check the breaker panel to see if it has been tripped.

Failure to adhere to these rules may result you being liable for all cost of repairs or replacement of the air conditioning system if you are found to be negligent in these simple preventative maintenance tasks.

Light Bulbs

At your move-in, all light fixtures are properly equipped with working light bulbs.

Replace any defective or burnt out light bulbs that may occur during your lease.

Garbage Disposal

Do not dispose of oil or grease in the garbage disposal or any home pipes. Doing so may clog the pipes. Never use draino or similar products in a garbage disposal. Do not operate the garbage disposal with any foreign objects inside of it, such as: silverware, boatel caps, etc..

If the garbage disposal becomes jams, use an allen wrench to free the flywheel on the bottom of the system.

If the garbage disposal is not powering on, check the reset switch (usually a red button) located on the bottom of the disposal.

If the garbage disposal becomes damaged due to resident negligence, the resident for any and all costs associated with replace the garbage disposal.

Washer/Dryer

If a washer or dryer is provided by the homeowner, residents are responsible for maintaining them.

Clean the dryer lint trap after every load.

Always keep the dryer exhaust line clear and un-crimped.

Ensure washing machines always are balanced when using. An unbalanced machine may cause damage to itself when in use.

Failure to adhere to these rules may result you being liable for all cost of repairs or replacement of washer or dryer machine if you are found to be negligent in these simple preventative maintenance tasks.

Dishwasher

Always use the correct type of soap for the dishwasher.

Never places dishes in the dishwasher that have not been thoroughly washed off or that have excesses food on them.

Never stop the dishwasher mid-cycle.

If your garbage is clogged, this may prevent the dishwasher from functioning properly.

Failure to adhere to these rules may result you being liable for all cost of repairs or replacement of the dishwasher if you are found to be negligent in these simple preventative maintenance tasks.

Plumbing

Do not flush anything other than waste and toilet paper down toilet systems.

Remove hair from bathtub and sink drains

Use plunger or draino (or equivalent) to clear plumbing blockages.

Failure to adhere to these rules may result you being liable for all cost of repairs or replacement of toilets or plumbing related items if you are found to be negligent in these simple preventative maintenance tasks.

Kitchen Appliances

Regularly clean appliances, particular the stove hood. Keep the oven, burners on the stove, and the drip pans clean.

You may be charged for damages to an appliances if you improperly use it, or if damages is caused from failing to keep it cleaned.

Lawn Care

Unless service is provided by the HOA or as agreed upon in your lease terms, you are expected to care for the lawn and grounds, keeping them in as good as conditions as when you took possession. This includes but is not limited to: regularly cutting the grass, fertilizing the lawn, trimming shrubs, edging all walkways/curbs/ and driveways, and keeping vines from growing onto the house. If any HOA violations or fines are issued because the resident fails to keep up with the lawn care, these will be billed-back to the resident and the resident will promptly pay for these fines. ATX Property Management may also assess a lease violation fine of \$100 per occurrence notated by the HOA or the property manager. ATX Property Management may hire a professional landscaping company to services the lawn at the resident's expense if the resident fails to maintain the lawn as required by this agreement.

MAINTENANCE REQUESTS

Residents MUST submit maintenance requests via their online resident portal, which may be accessed via www.atxpropertymanagement.com

All maintenance request are addressed in order of need, and then by order of being received. Emergencies will be addressed first. When residents submit a maintenance request, the should expect maintenance to respond within 24-48 hours. Residents should secure pets and ensure area of work is clear (remove dishes from the sink if the garbage disposal is not working). If maintenance is unable to access or work because of an insecure pet or dirty work area, they will be charged the trip fee.

Any repairs that are required because of damages caused by the resident, or their guest, misuse or neglect will be immediately charged to the resident. Items that are cosmetic in nature with no functionality or impact to the home may be repaired at the owner's discretion.

DECKS, PATIOS, AND BALCONIES

No BBQ pits, grills, or smoker devices may be used on a multi-family property, unless otherwise noted. Such devices may be used at a single-family home in a responsible and safe manner. If any violations occur, noted by management, residents may be assessed a lease violation fee. If any violation and fine occur assessed by the Fire Marshall, the resident will be responsible for paying such fine.

Any items or furniture kept on outside decks patios, or balconies must be in good condition and appear to reasonably belong in such place. ATX Property Management reserves the right to control what items and property are stored or placed on the exterior of dwellings, and the residents agree with this. ATX Property Management can require

tenants to remove any items that are deemed unsightly, or that are in violation of HOA rules, or for any reason whatsoever, and the residents agree with this.

PEST CONTROL

Unless specified in your lease agreement, pest control is NOT provided. The resident is responsible for any routine pest control services. Please report any pest concerns or infestations within 72 hours of taking possession. If not timely reported in writing, it is agreed that the premises has no infestations of any kind. The resident is responsible for the control of roaches, mice, ants, fleas, wasps, bees, or any other pests. Any damage caused by uncontrolled pests will be charged to the resident (such as ants or wasps nesting in the air conditioning unit)

Residents ARE NOT responsible for the costs or control of termites. However, you are required to promptly report the suspicion or discovery of termites or other wood-destroying pests to ATX Property Management so we may assess and address.

PAYING RENT

Rent is due each month on the 1st. You are permitted a grace period up to the 3rd. Any unpaid rents not received by ATX Property Management by 8:00 AM on the 4th will be subject to late fees.

Late Fees:

\$50 initial charge, and \$10/day for each subsequent day that rent goes unpaid.

All rent must be paid online, or check/money order mailed to ATX Property Management. WE DO NOT ACCEPT CASH. Rents that are mailed MUST be received by ATX Property Management before the end of the grace period. Placing payment in the mail on the 3rd does not count as being received on time.

Mailing address for rent payments:

PO Box 303489
Austin, TX 78756

PARKING

ATX Property Management will provide parking stickers for select properties or apartment complexes, and should be visibly displayed on the front or back windshield at all times. Residents will be provided one (1) parking sticker per vehicle upon move-in. Should residents need a replacement, each replacement sticker will be charged \$20.

If the resident resides in an HOA community, the resident will receive the parking sticker/permits at their move-in. They may receive only enough parking sticker/permits as they are allowed parking spaces. Replacements will be at the cost rate charged by the HOA + \$25 for ATX Property Management's time and expenses to acquire replacement sticker/permits.

If a resident's vehicle is towed because of an improperly or non-displayment of parking credentials, resident is responsible for all towing and impound related expenses.

Gate control or access devices may be provided if required per specific properties. Replacements will be at the cost rate charged by the HOA + \$25 for ATX Property Management's time and expenses to acquire replacement sticker/permits.

SMOKE DETECTORS

Smoke/carbon monoxide detectors are not be to disconnected for any reason. Disconnecting these alarm devices is in violation of city and state laws, and is in violation of this lease agreement. Any smoke/carbon monoxide violation will result in a lease violation fee of \$250 per disconnected device (this includes intentionally removing or reversing the batteries). Tenants are responsible for changing the batteries as required.

DOOR LOCKS

If residents are locked out of their units during normal business hours they may contact ATX Property Management by phone AND submit a maintenance request for assistance. They may schedule with the property manager to pick up an extra key, or have an extra key delivered to them (if employee manpower is available). Resident will be charged \$50 per hour each hour that is required for this. If the resident is locked out after hours, they may be required to contact a licensed locksmith. If a locksmith has to replace the locks, it shall be done with the same quality and type of locks as originally installed. If the wrong types are used, ATX Property Management will replace them and the resident will be responsible for all material and labor costs associated.

UTILITES

The residents are required to have all applicable utilities activated by the day their lease begins. If residents fail to set up utilities that may be subject to a \$100 lease violation fee. Any subsequent request or demands to setup utilities may be accompanied by additional lease violations fees if residents do not set up the utilities as required. Before residents will be given keys to the dwelling, that will disclose all utility account numbers to ATX Property Management as requested (electric, water, gas, trash). Residents MUST leave all utilities on for a minimum of 5 days after their scheduled move-out, failure to comply may result in a lease violation fee at the property managers discretion. Residents may not allow utilities (electric, water, gas, trash) to become past-due or disconnect during the term of their lease. Doing so may result in reactivation by ATX Property Management, being billed-back for all applicable charges, and a lease violation fee.

PET POLICY

ATX Property Management requires a pet deposit and a pet fee for each animal that is permitted per the lease agreement.

Each dog is charged a refundable \$200 deposit, and a one-time non-refundable \$200 pet fee.

Each cat is charged a refundable \$150 deposit, and a one-time non-refundable \$150 pet fee.

Resident acknowledges and agrees to the aforementioned breed restrictions:

These include but are not limited to - Pit bull terriers, Staffordshire terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinchers, Akitas, Wolf-Hybrids, Cane Corsos, Great Danes, Dalmatians, or any mix of the above.

LEASE VIOLATIONS FEES

Residents or guest found on the roof - \$500 per occurrence
Pet in community pool or pool area - \$100 per occurrence
Replacing locks changed by tenants - Labor + Material + Fine
Unauthorized animal found in the dwelling - \$100 per occurrence
Additional people found living in the dwelling - \$200 per occurrence
Any other lease violation - \$50+ (unspecified to recover any and all costs associated with correction and fine)

SUBLEASING OR LEASE CHANGE

ATX Property Management does allow subleases and lease changes. There is a \$300 administrative lease-redrafting fee, plus each new applicant must submit their application and pay the application fee. Applicants must submit all required identification and proof of income documents, and be qualified per ATX Property Management's tenant criteria. We reserve the right to deny any application (within reason and within lawful requirements), and the lease transfer must not be less favorable for the management company and property homeowner. Sublease and lease transfers are entirely at the ATX Property Management's discretion where allowed by law.

PRE-LEASING & CAMPUS PROPERTIES

Residents at campus properties agree to allow homes to be shown for pre-lease (campus area properties only). Residents will be given at minimum 1-hour notice. Pre-leasing may start as early as October. If we receive a pre-lease application for your unit and you have not yet signed a renewal, the unit may be leased. ATX Property Management will reach out to campus properties for renewals before the start of pre-leasing, it is important to communicate and sign renewals promptly!

Residents at non-campus properties agree to allow real estate agents to show the unit to prospective renters during the applicable notice and showing period, if the residents will not be renewing the lease.

Any resident refusing or inhibiting a reasonable showing by a real estate agent will be assessed a \$50 lease violation per occurrence.

CLEANING CHARGES AT MOVE-OUT

Maid service and caret cleaning may be deducted from resident's security deposit at move-out, whether or not the resident cleans the unit on his or her own or if they hire a professional - if the unit is not in a condition that is readily available for a new resident to move-in.

Standard deductions include, but are not limited to:

Maid Service

Studio/Efficiencies - \$150
One Bedroom - \$200
Two Bedroom - \$250
Three Bedroom - \$300
Four+ Bedroom - \$400+

Carpet Cleaning (if applicable)

Studio/Efficiencies - \$150
One Bedroom - \$200
Two Bedroom - \$250
Three Bedroom - \$300
Four+ Bedroom - \$400+

MAINTENANCE REPAIRS AT MOVE-OUT

Any maintenance or make-ready item that needs repair or replacement after residents move-out may be subject to the pricing below, but are not limited to it -

Light bulbs - \$75

AC filters - \$75

Broken/disabled smoke alarms - \$100

Missing mailbox keys - Labor + Material to replace

Missing door keys - \$25/per key

Missing garage or gate access devices/keys - \$100+

Wall damage - \$200+

Broken windows - Labor + Material to replace

Burned or severely damaged carpet - Labor + Material to replace

Mattress and furniture removal - \$150+ per item

Trash removal - \$100+

Touchup paint - \$250+

Heavy touchup paint - \$500+

Any other excessive and unreasonable damage to the unit or property, ATX Property Management reserves the right to any extra costs from the security deposit to pay for repairs.

ARBITRATION

Residents acknowledge that the Lease Agreement is subject to binding arbitration under the Texas Arbitration Act. All claims, demands, disputes, controversies and differences that may arise between the parties to this agreement of whatever nature or kind shall upon demand from either party, be submitted to binding arbitration and such arbitration shall be governed by the provisions of the Texas Arbitration Act. Where provisions of this agreement vary or conflict with any other provision, the provisions of this agreement shall prevail.

By signing this lease addendum, residents acknowledge and agree that at least one resident has seen the actually dwelling in the lease agreement.

By signing this contract, all residents have read and understand the above rules and agree to adhere to this addendum.

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