



Tenant Acknowledgements

I (We) acknowledge that the Tenant Lease Video from the Texas Association of Realtors may be watched online at www.360realtymanagement.com

I (We) acknowledge 360 "Rules and Regulations" and understand that they are an addendum to and part of the Residential Lease Agreement.

Rules and Regulations can be viewed at www.360realtymanagement.com under "Tenant Services"

I (We) acknowledge Homeowners Association Rules (HOA) can be viewed at www.360realtymanagement.com under "Tenant Services"

I (We) acknowledge receipt of the Inventory & Condition Form and understand that it must be completed and returned to 360 within 7 days of the lease commencement date.

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

I (We) acknowledge the \$10.00 processing fee must accompany all rent payments that are not paid through 360 online payment system.

https://threesixtyrealty.appfolio.com/connect/users/sign_in

I (We) acknowledge that unauthorized occupants are not allowed and that there will be a \$500 per person charge, plus \$25.00 per day additionally, for each violation of the occupancy restrictions, per the lease agreement.

I (We) acknowledge 360 has a **Zero Tolerance Policy for late rent payments and will not waive or negotiate late fees.**

Rent is due in our office on or before the first day of the month.

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No exception Even if the first is a Sunday or Holiday.

Do we ever make an exception to this policy?

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

I (We) acknowledge that the lease agreement gives 360 authorization to have periodic surveys of the property performed for the property owner.

I (We) acknowledge that the lease agreement gives 360 authorization to place the property on the market for rent and show the property for the last 30 days of the lease agreement.

I (We) acknowledge receipt of a copy of Protecting Your Home from Mold.

I (We) acknowledge that we must change and maintain a/c filters.

I (We) acknowledge that in order to prevent misunderstandings, all Tenant communications with 360 must be in writing. For all non-emergency communications, please email us at 360@360realtymanagement.com.

I (We) acknowledge that all repair requests must be in writing. Maintenance requests can be placed through our resident online portal at www.360realtymanagement.com. Note: emergency repair requests may be called in, please follow up these requests in writing.

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

I (We) acknowledge that if we get a Satellite Dish that we must get written approval from 360 and \$250 security deposit is required prior to making any satellite installation. The deposit will be used to return all wiring to "cable ready" condition, remove any satellite specific cables, remove dishes, repair roofs/decking/siding, remove poles, and correct any other changes resulting from the satellite installation. If no corrections are required , the deposit will be refunded.

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Tenant Fee Schedule

These charges have been put in place to offset the cost and time involved needed to address each issue listed below on behalf of the tenant.

Failing to Transfer or Connect Utilities Fee - \$75

Fee charged when tenant fails to connect utilities in tenant's name after taking possession of the property. In addition, tenant will be charged prorated utilities charges.

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

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

Certified Letter Fee - \$25

This fee will be charged for any occasion the tenant is sent a certified letter for negative reasons. Examples are: a pending eviction, an unauthorized pet, failure to respond to email and telephone correspondence from 360 Realty & Property Management; or any other lease violation

After Hours Maintenance Fee - \$50

This fee is charged to a tenant in the event an after-hours maintenance call is required for a routine service call. We understand that tenants have careers and can only be home at certain times after work or on the weekend the same applies to our staff. It is the policy of 360 Realty & Property Management to not perform any work on a property on behalf of the tenant without the tenant being home to allow for access to the home. We feel this will avoid issues of missing items in the home, or any uneasy feelings of key security. This fee will be assessed on a case by case basis and does not apply for emergency calls such as HVAC or water issues.

Failure to make the property accessible for showings for any reason Fee - \$75 per occurrence.

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

HOA & Lease Violation Administration Fee - \$25

This fee will be charged anytime the homeowner or 360 receives a letter for rule enforcement from the Homeowner's Association (HOA) and/or tenant has violated a condition of the lease agreement. This fee is in addition to any fine charged by the Homeowner's Association.

This most common examples are the lawn needing to be mowed and edged (tenant responsibility), the garbage cans left insight from the street on non-garbage pickup days,

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unauthorized boats or trailers parked in the driveway or on the street, A/C filters not being changed monthly, unauthorized pet on the property, unauthorized trampolines, etc.

If 360 must re-inspect property for a Tenant's lease violation, Tenant will also be charged a \$75 inspection fee per occurrence.

Roommate Change Out Fee - \$75

This fee will be charged if an approved tenant is leaving the lease agreement, and another approved tenant is remaining behind in the home. There is a charge for this to modify the lease agreement and have the proper forms signed. An example would be in a non-married couple decides to rent a home in both of their name and then one wants off the lease and out of the property. To modify the lease, and to cover the administrative time involved - a fee will be charged.

Rental Verification Fee - \$25

Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in-breach of this lease.

Lease Processing Fee For Lease Modifications - \$50

This fee would be charged if a tenant wants an administrative action taken that will cause their lease agreement to be modified. If a tenant wants to remove an occupant from a lease agreement, add an occupant to a lease agreement, add a pet to a lease agreement or anything that will cause the lease to be modified, a processing fee of \$50 will be charged to the tenant.

Lease Renewal Fee - \$25

This fee would be charged once a tenant signs a lease renewal with 360. This covers the administrative costs for preparing and executing a lease renewal.

Move Out Property Survey Report - \$40

This charge is assessed when the property is not left in a make-ready condition, in addition to the Make Ready Coordination Fee. This pays for the move out report showing the condition the property was left in.

Make Ready Coordination Fee for Cleaning or Repairs - 10%

This fee would be charged if 360 has to make additional arrangements to provide maid service, lawn service, carpet cleaning, or repairs to any damages done to the home that calls for repairs because of tenant negligence. Receipts are kept for costs involved, and can be provided to

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tenant. This fee is 10% of cost to repair and is meant to cover the administrative cost in organizing this work on the tenant's behalf.

Failure to return keys - \$75

Failure to turn in key means that the tenants have not turn possession of the property back to 360 and tenant can be charged additional rent. The lease states the tenants must return all keys, remote controls and pool and property access passes. Failure to return the keys causes additional staff time locate and coordinate the re-issuance of these devices. Actual charges for lost remotes and pool or gate access devices will be charged the replacement value.

Holdover Fee - Three Times Monthly Rent

This fee would be charged if the tenant has remained in the home after the proper 30 day notice to vacate was delivered in accordance with the lease agreement. Per the lease, a charge of three times the monthly rent will be applied. Reference: Para 22 of the Texas Residential Lease.

Stop Payment Fee - \$50

This fee is charged if a tenant does not receive a check from 360 for any reason that is the fault of the tenant. An example would be if we were provided the wrong forwarding address and our check to you is lost in the mail. This necessitates a stop payment on that check and reissuance of another check. We are charged a fee for stop payment by our bank and that cost would be passed along to the outgoing tenant.

Re-issue Check Fee - \$25

This fee is charged to tenant when, through the fault of the tenant a check is lost and 360 must re-issue a check to them. It usually coincides with the stop payment fee.

Court Filing Fee - \$575 for 1 tenant \$675 for 2 tenants

In the event a tenant has received a Notice to Vacate and fails to bring their account current, an Eviction Suit must be filed in the Justice Court. This fee is to cover the cost of preparing the necessary paperwork and the time to physically file at the court. This charge is in addition to any cost associated with the eviction including but not limited to attorney fees and cost charged by the court.

Collection Administration Fee - 5% of balance owed.

This fee will be charged to a tenant in the event we have to initiate a collection to recoup any funds owed to 360 or the property owner. This will include rent, late fees, NSF fees, or any other past due items. All charges listed above are assessed on a case by cases basis. This list does not encompass all possible charges that can occur in the handling of tenant issues during and after the term of the lease agreement.

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Non Disparagement / Representations - 360 Realty & Property Management (A LLC Corporation) and Tenant(s) mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, or other site, effective the date of this agreement. This provision relates to remarks/ statements/ publications regarding this agreement or either parties performance under this agreement, or subsequent to any termination of this agreement. If any dispute arises regarding whether any remark/statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark/statement or publication shall be irrefutably deemed disparaging if; (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within two days of said requests. 360 Realty & Property Management (A LLC Corporation) & Tenant(s) mutually agree that damages for failure to comply with this provision shall be liquidated at two hundred dollars per day for each remark/statement/representation. 360 Realty & Property Management (A LLC Corporation) & Tenant(s) further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and Texas Constitutions, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. Venue - 360 Realty & Property Management, LLC & Tenant(s) expressly submit to the jurisdiction of the State of Texas and agree that venue in any litigation touching or concerning this agreement shall be proper ONLY in Harris County, Texas
At 360 Realty & Property Management we will not tolerate our staff or employees being screamed at, cursed at or mistreated. Mistreatment of our staff or employees is ground for non-renewal of the lease agreement.

Disclosure Rights

If someone requests information on your rental history for law-enforcement, governmental, or business purposes we may provide it. Also we may report rental payment date to credit agencies.

Tenant _____ Date _____

Tenant _____ Date _____

Initials _____ Initials _____

Initials _____ Initials _____