

Resident Handbook

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02 - Office Contact Information



TEXAS OFFICE:

Mon - Fri: 9am - 5pm
1627 Williams Drive
Georgetown, TX 78628
Office: 512-942-0024
Fax: 815-346-5180
Maintenance Emergency: 512-688-6476
www.MarsHillTexas.com

Valerie Thedford, V.P. Operations/PM
Operations@MarsHillTexas.com

Kevin Restine, Property Manager
Kevin@MarsHillTexas.com

Wayne - Walkthrough Specialist
Cell: 512-876-6070
Walkthroughs@MarsHillTexas.com

WORK ORDERS:

Tehl Fuller
Office: 512-688-6476 (MHPM)
WorkOrder@MarsHillVirginia.com
Service@MarsHillTexas.com

CORPORATE:

Edward W. Lui, Broker/Owner
Cell: 571-267-8639
Edward@MarsHillRealty.com



VIRGINIA OFFICE:

By Appointment Only
137 N. Washington Street, #201
Falls Church, VA 22046
Office: 571-409-MHVA (6482)
Fax: 815-346-5180
Maintenance Emergency: 571-762-4681
www.MarsHillVirginia.com

Justin Wilson, V.P. Operations/PM
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SUPPORT:

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Support@MarsHillRealty.com

ACCOUNTING:

Alicia Coursey, Accounting Team Leader
Alicia@MarsHillRealty.com
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Jen@MarsHillRealty.com

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03 - Prior to Moving In

There are a few important items you will want to consider before renting from us. The terms “residents” and “tenants” will be used interchangeably throughout this handbook and your lease:

- a. **As-Is Condition** - Please know that the home you are renting will come in “as is” condition. If it needs additional cleaning or repairs, the time to request this is DURING THE TIME OF APPLICATION. This gives the owner the ability to consider your entire application and the potential implication on their budget when making a decision. After the application is accepted, cleaning/repairs can still be requested, but there is no guarantee of approval nor will those requests be considered a condition for move-in.
- b. **No Leasing Sight Unseen** - We require that a member of the household view the home prior to submitting an application for tenancy. If you are not viewing the home, we require the (FORM NAME) to be completed at time of application.
- c. **Tenant Selection Criteria** - Mars Hill Realty Group, INC is committed to compliance with all local, state and federal fair housing laws. We do not discriminate against persons because of race, color, sex, handicap, familial status, national origin or age. **Any criteria below that is not met, MAY be approved on a case-by-case basis with additional security deposit payments and/or advanced rent payments. Here are the factors we look at:**
 - **Rental History** - We require a positive rental history with no evictions, broken leases or outstanding balances. We will verify your previous two residential addresses using the information provided by you on the Lease Application. Your failure to provide the requested information, provision of inaccurate information, or information learned upon contacting previous landlords may influence our decision to lease the Property to you. Other factors that may influence our decision to lease the property to you include: Leaving a previous rental property in poor disrepair, late pays, and no rental history from unbiased sources.
 - **Current Debt/Income Ratio** - We require gross monthly income to be three times the total monthly debt. We require you to verify your income as stated on your Application through three months of pay statements or tax returns if you are self-employed. Applicants without sufficient income must submit bank savings/checking account statements showing a minimum average balance equal to six months of rental payments for the last six months and pay the last two months of rent before move-in. The rental amount being asked for the property, the sufficiency of your income, along with the ability to verify the stated income, may influence our decision to lease the Property to you.

- **Credit History** - We require a credit score above 620. We will obtain a Credit Reporting Agency (CRA) report in order to verify your credit history. Our decision to lease the Property to you may be based upon information obtained from this report. If your score is below 620, we will consider approval on a case-by-case basis depending on the following factors: history of “write-offs”, accounts in collections, bankruptcies, number of late pays and money owed to previous landlord or utility companies.
 - **Employment Verification and History** - We require verifiable employment history or an employment letter if you are starting a new job. We will accept pay stubs, or tax returns if you are self-employed. If you are in the military, we will require an LES and you must be on an assignment that will allow you to complete the initial lease terms. Applicants without employment must submit bank savings/checking account statements showing a minimum average balance equal to six months of rental payments for the last six months and pay the last two months of rent before move-in. The length of your employment may influence our decision to lease the Property to you.
 - **Criminal History** - You must not have a felony or drug offense over the past seven years and not be a registered sex offender. We will check databases for criminal history and our decision may be influenced by the nature of the crime.
 - **Pet Criteria** - Pet criteria may vary by homeowner. See Pet Policy (chapter 3d.)
- d. **Pet Policy** - Pending approval of owner, there will be a \$500 non-refundable pet fee for the first pet. Depending on the number of additional pets or type of pets, there may be additional pet deposits or pet rent. This pet fee is simply payment for the privilege of having a pet on the premises. It does not get applied to any cleaning or damages. Cleaning and damages from pet or otherwise comes out of the security deposit.

There are certain aggressive breeds that are prohibited unless the owner/owner’s insurance approves and resident obtains \$1,000,000 liability coverage for the pet showing additional insured as "Mars Hill Realty Group, INC, and (current owner of property).” Those dogs, fully or partially of the following breeds are: **Pit Bulls, American Staffordshire Terriers, Bull Terriers, Rottweilers, Dobermans, Chows, German Shepherds, Huskies, Wolf Hybrids and any others that display a dominant or aggressive behavior.**

No pets are allowed (even temporarily) anywhere in the house, garage, or yard, unless authorized in advance in writing. **Pet prohibitions apply to all mammals, reptiles, birds, fish, rodents, and insects.** If you or any guest or occupant violates pet restrictions, you will be subject to the charges, damages, eviction and other remedies provided for in the lease contract. If a pet has been in the house at any time during your

term of occupancy, you are responsible for defleaing and deodorizing the property and removing all pet feces from the yard to protect future residents from possible health hazards. Please provide this invoice to us prior to move-out or it will be deducted from your deposit.

If we inspect the house and determine that an AUTHORIZED pet is damaging the property in any way, displays aggressive behavior, or is a nuisance to the neighbors, you will be asked to repair the damage and/or remove the pet from the premises. Dogs cannot be allowed outside overnight and unattended. If you fail to comply within two days of notification, your lease will be terminated as soon as possible.

Service Animals: By law, service pets for disabled persons may reside at the property without extra rent or deposits. Resident must provide third party documentation of the necessity of said animal and its status as a service animal. The required documentation for a service animal is included in the Forms section of this handbook. We will make every reasonable accommodation necessary in these circumstances.

- e. **Application Process and Procedures** - Each potential resident over the age of eighteen (18) is required to submit a Rental Application and pay a non-refundable processing fee of \$50/applicant. This application document can be found on our website and must be submitted online:

Texas - <http://www.marshillpropertymanagement.com/applicants/>

VA/MD/DC - <http://marshillvirginia.com/services/property-management/applicants/>

Along with the Rental Application, applicants are required to submit the following supporting documents to:

Texas - Admin@MarsHillRealty.com

VA/MD/DC - Admin@MarsHillVirginia.com

- Copies of photo identification (i.e., driver's license, passport, etc.)
- Proof of income (i.e., last three months' pay stubs, offer letter if relocating for new employment, last two tax returns if self-employed, etc.)
- **If employment is less than 2 years, add previous employment to your online application.**
- Addendum A - Resident Handbook (**Please review our policies and procedures BEFORE you apply** and indicate on the online application that you've read and agree to the Addendum A).
- Holding Fee (amount equal to one month's rent). This must be paid at time of application and may be paid online or via certified funds. **This may be forfeited if you are approved for your application and do not sign the lease within 48 hours of notification of approval.** This holding fee will be refunded if the

application is rejected. This holding fee will become the first full month's rent upon approval.

- If you are working with an agent, please provide their name, phone number and email address on the online application.

We will not process the application until we have ALL supporting documents and fees. After receiving an application, our office will email a notice to all parties to either confirm that your application packet is complete or if it is missing anything. Once we have a completed Rental Application Packet (including all documents and information), we will run a background check that includes criminal, residential, and credit history, and obtain any rental and employment history available. Lastly, we will conduct a phone or in-person interview and the owner will be contacted with our recommendation.

When we have multiple applications, we present them all to the owner and pick the best qualified applicant.

We have a 2-3 business day processing time. To expedite your processing time, make sure your application is complete and notify your rental history contacts to respond promptly to us.

Once the application is approved, you will receive an email with details on NEXT STEPS. Your security deposit and pet deposits (if applicable) will be due prior to the pre move-in walkthrough. In addition, your utilities and renter's insurance should also have been completed by the pre move-in walkthrough date. This date is just 1-3 days prior to move-in and we want to have everything in place prior to move-in to allow "margin" in our planning and give you sufficient time to make the proper coordination before the actual lease start date.

- f. **Rental Insurance** - You are required to provide proof of Renters' Insurance prior to your move in date and have a minimum of \$100,000 in general liability coverage. Your renter's insurance must name the following as additional insured: "Mars Hill Realty Group, INC" and the name of the property owner that will be provided to you. You are required to maintain your policy throughout the length of your lease and any renewals. You will be in default of your lease if you fail to maintain Renters' Insurance during the entire length of your residency, which could result in eviction. **Please have your insurance company email us the Declarations page prior to the Pre Move-in Walkthrough.**

Here is a company that can help you:

Brock-Norton Insurance - licensed in Texas, Virginia, Maryland and DC
emb@brocknorton.com; 703-631-4500 ext. 2002 - Everett Brock

- g. **Utility Information** - Residents are responsible for all utilities to the home unless an exception is made on the lease. Any utilities that are covered by the HOA payment will be the responsibility of the Landlord. Residents are required to maintain utility service in their name up to two days prior to the lease date and up until the very last day of the lease. This guarantees that utilities will be on when we conduct our pre move-in walkthrough with you (two days prior to the lease starting) and also that we have utilities on when conducting our move-out walkthrough. **Please email utility account numbers to us prior to the Pre Move-in Walkthrough.**

All utility services are subject to interruption, temporary termination, or increase in billing or usage in connection with or for the purposes of repairs, alterations or improvements to the Leased Property, surrounding buildings/common areas, or for emergency reasons. **Management shall not be liable for, nor shall constitute default by Management for any such increase, interruption, or temporary termination of utility services, nor is Management responsible for availability of any utility, nor cost or fee thereof.** Utility services shall include but not be limited to: electricity, water, sewer, trash/waste removal and gas.

- h. **Pre Move-In Walkthrough** - Two days prior to moving in, a representative from Mars Hill will walk the property with the residents. There are four purposes for this walkthrough:
- i. **Tenant responsibilities complete:** Utilities are on in the resident's name, security and pet deposits are paid, and renter's insurance has been obtained. If applicable, additional deposits and/or rents will also be due.
 - ii. **Review basic components of the home:** Important components of the home, such as air filters, smoke detectors, water shut-off valves, electrical circuit breakers, HVAC condensate lines and other property specific items that require the resident's attention will be reviewed. Any questions the residents might have may also be answered at this time.
 - iii. **Home is ready for move-in:** If something catastrophic occurred at the property we want to find out BEFORE the day of move in! The property is rented in as-is condition, so the purpose is to be certain there are no emergencies to address.
 - iv. **Hand over keys:** If the tenant responsibilities have been met (rent and deposits are paid, insurance declarations page is sent, and utilities are on), the house keys can be released. Under no circumstances can a resident move in prior to the lease start date.
 - v. Walkthroughs will not be scheduled on major holidays. Weekend scheduling is strongly discouraged and will be subject to a \$200 fee.

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04 - During Your Occupancy

- a. **1 week Post Move-In Walkthrough** - At the pre move-in walkthrough the resident will be provided with either the (TX) TAR INVENTORY AND CONDITION FORM (I&C) or (VA/MD/DC) GCAAR PROPERTY INSPECTION REPORT.

During the first five to seven days of occupancy, the resident will walk the home and make note of any cosmetic and/or mechanical defects found on the property. It is important to be thorough and detail the pre-existing condition of the property accurately to prevent inaccurate assignment of financial responsibility during move-out. The resident will be held responsible for any defects found upon move-out not already listed on these forms.

Approximately five to seven days after the move-in date, a representative from MHRG will walk the property with the residents using the completed form. Photos will be taken in the order that they are listed on the report and all photo links and a signed copy of the report will be uploaded to the resident's portal.

This walkthrough is conducted for the RESIDENT'S benefit and therefore it is important that the report is 100% completed before a staff member from MHRG meets with you. If this report is not complete during the walkthrough, the appointment will be rescheduled and the resident will be charged a \$50 trip charge.

At our discretion, we may recommend certain repairs to be completed, especially if they represent a safety risk or a significant impairment to the property.

- b. **Resident Portal** - Each resident with a separate email address will be invited to set up their Resident Portal. This can be accessed 24 hours a day to pay your monthly rent, submit maintenance work orders, check your balances, and review or print your lease and other important documents. When you submit a message, it shows up as an alert on our systems, which are checked regularly to provide you prompt service. See the PORTAL PAYMENTS document if you need assistance with setup and use of your portal. **For security reasons, we only accept payments through your Resident Portal. A \$1 convenience fee is added to each portal payment. If you pay rent through any other method (cash, check, certified funds, ACH, etc.) a \$25 administration fee will apply.**
- c. **Maintenance Procedures**
- i. How to Submit a Work Order - All work orders must be submitted online through your portal. You can follow up with a phone call, especially if it is an emergency. All work

orders submitted through the portal will automatically alert the company maintenance team as well as the owner of the home and decrease the response time.

ii. Maintenance Response Times - Your work order will be acknowledged by the service manager by noon on the following business day.

iii. Defining Time Sensitive Repairs - Time Sensitive work orders will be responded to as soon as the request comes in. Some time sensitive repairs are also emergencies. Emergency situations are defined as potentially life or health threatening issues.

Here is a list of Time Sensitive situations:

Security:

- Actual fire on property (call 911 first)
- Break in/Burglary (call 911 first)
- Broken door/window that cannot be secured and located on first floor
- Alarm that does not turn off and continuously sounding (try to unplug first)
- In-home sprinklers that are running (shut off water main)
- Fence broken and there is a dangerous pet situation in yard or neighbor's yard.

Structural:

- Storm damage to roof with potential water penetration

Plumbing:

- No usable bathroom in the property
- Burst water supply lines (shut off water main)
- Water heater failure/no water in home
- Sewer backup into home

Electrical:

- High voltage electric hazard (turn off breaker)

HVAC:

- No heat in the property and the outside temperature is below or forecasted to be below 32 degrees (use space heaters)
- No air conditioning in the property and the outside temperature is above or forecasted to be above 90 degrees (use fans or portable A/C unit)

NOT an emergency:

- Noisy neighbors at any hour of the night (annoying, but not emergency - talk to neighbor/police)
- Locked out of home (call locksmith and send us new copy of key)

iv. Repair Deductible - This fee is applied to every work order submitted. Check your lease for exact details, but it typically ranges from \$25-\$100. Renting a home forms a partnership between owner and resident. This partnership is financial and it also extends to the maintenance of the property. If the damage was caused 100% by the resident, then the entire repair cost will be charged to the resident. The management company reserves the right to make that decision based off evidence from the vendor and the details that the resident provides.

v. Resident Troubleshooting - See RESIDENT TROUBLESHOOTING GUIDE for simple, effective solutions to common work orders that we receive. You could save yourself a repair deductible and solve the problem quicker!

vi. HVAC Maintenance - The resident will be billed a mandatory \$10/month charge for a filter delivery service starting on the first day of the lease. The exact filter size(s) will be delivered to your door every 3-6 months (depending on the type of filter) so that the resident has a visible reminder to change the filter. This should result in a unit that operates more efficiently and ultimately lower utility costs for the resident. Failure to change filters will result in a full HVAC servicing that will be billed to the resident.

Resident to pour ¼ cup bleach in the primary condensate pipe every 6 months.

d. Rules and Regulations

- I. **APPLIANCES** - If the home is equipped with appliances and you choose to use your own, the unused appliance is to remain at the property and it is the resident's responsibility to move the appliance back to its original location upon move out.
- II. **ASSOCIATION RULES AND REGULATIONS** - If the dwelling unit is located within a Community Association, Homeowners Association or Condo Association, residents will be required to follow all rules and regulations of that Association. The resident will need to go to the website for the appropriate association and carefully read the Association Rules and Regulations; it is the resident's responsibility to read, be aware of, and follow all Rules and Regulations listed. Any fines or restrictions imposed on the resident as a result of failure to comply with the rules and regulations will be the financial responsibility of the resident. Most fines can be avoided if the resident will comply promptly to any letters of noncompliance that we forward to them. We may need your assistance to provide information as needed to the HOA or Community Association in compliance with the relevant Covenants and Restrictions.
- III. **BURGLARIES** - If your home is burglarized, any damage caused to the property is the responsibility of the resident. Immediately report any burglary and/or property damage to MHRG.
- IV. **CABLE AND SATELLITE** - A resident shall not alter or permit any alteration to the outside of the premises without the written consent of MHRG. This clause pertains to TV antennae or satellite dish receiver installations. MHRG reserves the right to refuse permission to mount any cable or satellite equipment to the dwelling. In such cases, the equipment may be mounted to a non-permanent anchor (i.e., a post in the yard). If consent from MHRG is given, the dish and installation is at the resident's cost. The resident may not install any antenna on the common roof or grounds of a multi-unit residential building. Resident is responsible for any damage or claim resulting from the installation of Cable or

Satellite services. Resident is responsible for complying with HOA rules and regulations for satellite installations and for the removal of satellite dish receivers.

- V. **CANDLES and FIREPLACES** - Candles may be used only with supervision. Some of our homes that are equipped with a fireplace may have a “no use” policy for the fireplace due to the age of the home. Check with the management office to see if the fireplace in the home you are renting can be used. Before any fireplace use, be sure to open the damper before starting any fire. If you are unfamiliar with how to do this, check with the Maintenance Division. If smoke is coming out of the front of the fireplace, put out the fire immediately and ventilate the house. Do not use soft woods in fireplaces such as pine, fir, and redwood because burning these wood types will cause a buildup of creosote in the flue, which can cause fires. Use hardwoods such as oak, walnut, etc. Do not overfill the fireplace and create a blazing fire that could cause damage to the firebox or cause a house fire. Use a fireplace screen at all times when using the fireplace to prevent damage, particularly to the flooring. Check to see if fireplace coals/ashes/embers are cold before removing them from the fireplace. Never store hot or warm coals in a container, such as a garbage can, paper bag or any other container. Never store the garbage can in the garage or against the house. Store any warm or hot coals away from any combustibles or the residence for at least two (2) days before disposing of them; check them again before disposing. Most gas fireplaces require the use of a key to turn on the gas. Please be sure to keep track of the provided key and turn off the gas whenever it is not in use. If you cannot get the fireplace started or are unfamiliar with its operation, please contact the Maintenance Division for assistance. If the home has a propane tank for use in fireplace, the resident is responsible for refilling the unit and providing proof to MHRG upon move out. If the fireplace is used, the tenant must also clean and service the fireplace and provide receipt upon move-out.
- VI. **CHANGES OR ALTERATIONS TO HOME** - You must not alter the premises nor change any partitions, doors or windows, nor add locks, paint, satellite dishes, wallpaper or contact paper or put decals, staples, or “stickers,” etc. into/onto the walls, ceilings, doors or trim (including the garage) without our prior approval. All changes to the property must be approved in advance by MHRG to avoid potential repair costs upon move-out.
- VII. **CHANGE OF HOUSEHOLD POLICY** - When the household composition changes, or if there is a roommate situation and one roommate is moving out and the other resident(s) are remaining, the remaining roommate(s) will be completely responsible for the original rent amount. If there is a dispute regarding amounts owed, it will be resolved among the roommates. MHRG will not get involved. Security Deposit is never disbursed until the property is turned back over to MHRG. The security deposit will then be dispersed to the primary lease holder who has indicated such responsibility on the lease. Each person that signed the lease is fully responsible for the terms of the lease. This includes any damage done to the home after the departing roommate leaves. If the remaining

roommate(s) would like to introduce a new roommate to the property, that roommate must be approved by MHRG and will need to undergo the same application process as the original residents. MHRG may require the group of remaining roommates to sign a new lease. There will be a \$75 administrative fee for any lease changes in regards to change of household.

- VIII. **COMMODOES** - Do not use commodes, drains, or other plumbing fixtures for any purpose other than use for which they are intended. No sweepings, rubbish of any kind, disposable diapers, feminine hygiene products, cat litter, etc., in the commodes.
- IX. **DAMAGES** - You are responsible for all damages done by you, pets or guests.
- X. **EMERGENCY PLAN** - It is imperative that upon move in, you formulate an emergency/escape plan for any type of disaster, including, but not limited to, fire, flood, collapse of a tree, or natural weather disaster. Please familiarize yourself with **natural disaster preparations and procedures, including any natural disaster preparedness, warning systems and evacuation routes. As part of your natural disaster preparedness, please notify MHRG if you intend to evacuate and provide contact information so that we can contact you after the storm. Remember to take your pets!!**
- XI. **EMOTIONAL SUPPORT ANIMALS** - The one requirement for a person to legally qualify for an emotional support animal (ESA) is that the person has a letter from a licensed mental health professional (NOT the family doctor). On his/her letterhead that states the person is under his/her care, is emotionally or psychiatrically disabled, and prescribes for the person an emotional support animal. Without this letter, if the person presents an animal as an ESA, he/she is in violation of federal law; an offense punishable by fine and imprisonment, if convicted. Please use the **ASSISTIVE ANIMAL MEDICAL PROVIDER FORM** (under Resident Handbook Forms) so we can request this letter from your health professional.
- XII. **EXTERIOR HOSE BIBS AND WATER SHUT OFF VALVES** - In the winter season, be sure to take appropriate measures to prevent the pipes from freezing. The resident is responsible for any frozen pipes at the property due to them not taking the appropriate measure to protect the home. If you are going to be out of town and forgot to winterize the home (i.e., going home for Christmas), please contact MHRG so that we can take steps to protect the home in your absence. The resident will be charged a service fee for a vendor to winterize the home but the alternative could be extensive damage due to tenant neglect.
- XIII. **GARBAGE DISPOSAL** - Do not empty ash trays, grease, string, metal objects, FOOD PEELINGS or any non-food items into disposals. The garbage disposal is NOT a trash can! Please use a sink strainer to catch larger food particles that can be disposed in the garbage can.
- XIV. **GUESTS** - Any guest stay over 14 days requires written permission from the Landlord. Unauthorized occupants will be assessed a \$100 fee per day until vacating the property or added to the lease per MHRG policies.

- XV. **GUTTERS** - It is your duty to report any gutters that are clogged or any damaged or malfunctioning downspouts. It is the resident's responsibility to make sure gutters are kept clean.
- XVI. **NATURAL DISASTERS** - Avoid
- XVII. **KEYS, PASSES, REMOTES, KEY FOB, ETC.** - You will have possession of your home until you surrender all keys, remotes, gate passes, etc. You will need to contact the office to return the keys to the management office. You will continue to be charged the daily rental rate for each day you have possession of the keys.
- XVIII. **LANDSCAPING and WATERING** - Unless specified otherwise in your lease agreement, you are responsible for maintaining the lawn to include mowing, weed eating, edging, trimming bushes and shrubs and tree trimming up to eight feet. You are also responsible for watering lawn and foundations three times per week or per the city ordinance.
- XIX. **LOCKOUTS** - If you find yourself locked out of your home, you can come by the office and borrow a new key during business hours to be returned within 24 hours or schedule a work order for a locksmith. Keys not returned within 24 hours will be subject to a \$50 service fee. After hours services will incur a \$100 service fee.
- XX. **NO SMOKING** - No smoking allowed in the home/garage by tenants/guests.
- XXI. **PARKING** - Resident is responsible for following all the rules and regulations for parking by checking with the HOA or Condo Association. Management company is not liable for any parking or towing fees.
- XXII. **PEST CONTROL** - MHRG is committed to providing and maintaining homes without any sort of pest infestation. The resident is responsible for notifying MHRG within three days of accepting possession of the property if there are any signs of pests. After this period, the resident shall be responsible for all pest infestation treatments, with the exception of termites. The resident is responsible for charges accrued from pest control and extermination if MHRG confirms the resident introduced the pests and caused the infestation. Tenant may also be responsible for payment of lost rent and other expenses related to the cleanup and treatment of the neighboring dwelling. If the property is deemed infested, tenant will take all steps necessary to comply with the treatment protocol of the assigned Pest Management Company. Tenant's failure to cooperate shall be considered to be in default of the Lease and tenancy may be terminated.
- XXIII. **PLANTS** - Indoor pots must have plastic bowls or saucers to prevent discoloring to flooring.
- XXIV. **SWIMMING POOL AND HOT TUBS** - No hot tubs or above ground swimming pools are allowed without owner approval. If your home has an in ground swimming pool, you will be required to sign a separate Swimming Pool Addendum in which it will be either the resident or owner responsibility to maintain the pool.

- XXV. **TRAMPOLINES** - No trampolines are allowed on the property at any time.
- XXVI. **VEHICLES** - Wrecked cars, cars with expired license plates, expired inspections stickers, or cars with flat tires are not permitted to remain on the property. Residents are to make sure no fluid from any vehicle leaks on the driveway or in the garage. Resident will be responsible for any staining of concrete.
- XXVII. **WALL HANGINGS** - Hang any pictures and decorative items with small picture hooks or nails. Do not put nail holes in wallpapered walls.
- XXVIII. **WATERBEDS** - Waterbeds are allowed on the first floor only and resident must furnish us with proof of liability insurance.
- XXIX. **WATER DAMAGE** - Residents must take care to avoid water damage to the property. Water damage can result from failure to ensure that shower curtains are completely inside the tub or shower doors are completely closed, splashing, or standing water on any surface (including both tile and linoleum).
- XXX. **WOOD FLOORS** - If the home you are renting is equipped with wood floors, furniture cushions or floor protectors must be used at all times.

e. **Late Rent Procedures** - **These procedures supercede your lease.** *(Please notify Mars Hill if you are unable to pay your rent on the first day of the month).* Rent is due by the first day of each month. If not received by the first day, rent is considered late. If rent is not paid by the second day, you will receive a reminder email and the owner will be notified. If rent is not paid by the fourth day, you will receive a phone call, owner will be updated, and **a \$50 late fee will be charged to your ledger.** If rent is not paid by the **sixth** day and you have not made arrangements for paying your rent, legal proceeding will begin for eviction and a three-day notice to vacate will be issued. **You will be charged \$10/day when your rent is late.** Please make sure you pay your late fees, returned check fees, trip charges, maintenance fees/repair deductibles, filter delivery fees and other fees when you pay your rent. **All funds received will be first applied to the balance on your ledger prior to the rent.**

0-30 day timeline

1st - 1st of the month, rent is due.

2nd - Propertyware auto alert sent to tenant on a DAILY basis regarding late rent until balance is paid; Propertyware auto alert sent to owner

3rd - **FIRST CALL** - Property Manager calls resident and updates the owner

4th - **\$50 late fee**

5th - **\$10/day and every day thereafter**

6th - **SECOND CALL** - Property Manager calls resident

7th - FINAL CALL - Property Manager calls and emails tenant (BCC: Broker and Owner)
- "Need to hear from you by Noon on the 8th or this matter will be forwarded to an eviction attorney."

8th - Forward to eviction attorney if no payment is made.

f. **Ledger Questions** - If you have questions about your ledger, email Jen@marshillrealty.com (Texas property) or Alicia@marshillvirginia.com (Virginia, Maryland, or DC property). You should receive a response within 24 hours.

g. **Lease Renewal Procedures** - The Lease requires sixty (60) days' written notice to vacate. Prior to that deadline, you will receive an email asking you to contact the office with your intentions regarding renewing your lease or vacating the home. If you would like to renew your lease, please contact us as early as possible before the sixty day window so that we may provide you with any information regarding any change in lease terms. This will help you make an informed decision before the sixty days' notice is due. If renewing, we will schedule a renewal inspection of the property with you and send you the Extension of Residential Lease for your electronic signature via DocuSign. Once the property has been inspected and the Lease Renewal document returned, we will execute the Lease Renewal and provide you with a copy.

h. **Early Lease Termination Procedures** - The owner of the property does NOT permit any early lease terminations. Any lease terminations will result in an EARLY LEASE TERMINATION FEE OF THREE MONTHS' RENT in addition to any loss of rent that the new lease terms could not make up. Failure to pay this prior to move-out will expose tenant to additional costs and liability such as collection costs, court costs, and attorney fees.

Resident Handbook

05 - Resident Move-out Procedures

- a. **Being contacted** - As a resident, you agree to have other agents contact you to show the home. We begin marketing up to 90 days prior to the lease ending with just a sign and a few website postings. Agents will be instructed to make an appointment with you. Any interested prospects in the 60-90 day period are pre-qualified in order to limit the amount of showings to prospects who have the highest potential to rent out the property. At the 60 day mark, we put a lockbox on the property and put it in the MRIS/MLS so that we open up the showings to much more prospects. Instead of showings by appointment only (during the 60-90 day period), agents will simply give notice of their date/time, and as long as it does not conflict with your schedule or is within reasonable showing hours, they will proceed with the showing unless they hear from you otherwise. We will give out your phone number to these agents so they can show the property when it is on the market and directly contact you. This number will only be published to licensed real estate agents. Failure to cooperate with showings can result in a trip charge.
- b. **Getting Ready for Home Showings** - It is to everybody's benefit to prepare the home for the market. Preparing the home for showings will increase the chances that we can find a future renter quickly. Here are some advantages:
- i. Once we secure a renter, we take the home off the market and you will experience fewer visitors.
 - ii. If you will be vacating the home early, you are still responsible for rent through the last day of your lease. However, if a new tenant can move in early, we will refund you any pro-rated days that they move in during the period of your tenancy.
- c. Here are some simple steps you can take to prepare the home for showings:
- i. Be flexible with visitors. Although we ask for a 24 hour notice, sometimes you may have real estate agents with out-of-town prospects who have a limited window to see a home. If you can be flexible with showing the property, that will allow a maximum amount of prospects to see the home.
 - ii. Vacate the property. All prospects will be accompanied by a real estate professional. If you are not at home, they will feel more comfortable and not rushed when viewing the property.
 - iii. Be practical. Put away valuables, medication and anything else that may be important to you.
 - iv. Create a good first impression. Turn on the lights and close the toilet lids prior to vacating the home. Clean up the clutter as best you can and try to maintain a clean household during this process. Try to consolidate moving boxes to one room.
- d. **Post Move Out Walkthrough** - The resident must be moved out by 11:59 p.m. on the day the lease ends.

- i. All keys, fobs, pool passes, parking passes, and garage openers should be returned to the office in a labeled zip lock bag during business hours so that we know what is accounted for on the move-in condition form.
 - ii. A representative from Mars Hill will conduct a move-out walkthrough within 48 hours. The purpose of this walkthrough is to compare the condition of the home after move-out to how it was before the resident moved in. This is done by using the (TX) TAR INVENTORY AND CONDITION FORM (I&C) or (VA/MD/DC) GCAAR PROPERTY INSPECTION REPORT that the resident filled out one week after moving in. Any cosmetic or mechanical defects found in the home not listed by the resident at move-in will be the responsibility of the resident.
 - iii. Residents are not expected to be present for the walkthrough, though they may choose to be. If you choose to be present, you must notify our office so that we can send you the date of our appointment. Move-out walkthroughs will not be conducted on major holidays or weekends.
- e. **Security Deposit** - The security deposit is determined at the time the rental application is approved, and the amount is clearly stated in the lease. This is meant to secure a complete and faithful performance by the resident of all terms and conditions of the lease agreement. If the resident becomes in breach of the lease due to physical damages or any charges that have not been reimbursed through the term of the lease, the lease may be terminated and the costs will be taken out of the security deposit.
- i. You can expect to receive the Itemization of Security Deposit within thirty days of your move out date. If you do not provide a forwarding address upon your move out, you will not receive an itemization of security deposit or any refundable portion of the security deposit.
 - ii. The security deposit can never be used as the last month's rent. If the last month's rent is not paid, it could lead to additional late fees, a negative rental verification history, and/or a possible eviction on your record which could negatively impact your credit.
 - iii. **Tenant agrees that no interest will be accrued and paid on the security deposit.**

Resident Handbook

06 - Summary of Fees

- **Certified Letter** - \$20 if any resident caused situation demands a certified letter.
- **Change of Move-In Date** - \$50 plus prorated rent for the extra days. Possession date cannot be moved back once the lease is signed, regardless of the actual move in date.
- **Change of Household** - There will be a \$75 administrative fee for any changes/modifications to lease holders in addition to any applicable application fees for adding person(s) to the lease.
- **Collection Fee** - \$350 should any resident account be sent to a collection agency.
- **Court Costs** - If any court costs are incurred, resident will be responsible for actual court costs plus a \$100 administrative fee for any filings.
- **Daily Rent** - Resident will be charged prorated rent for each day they are in possession of the home until all keys are surrendered.
- **Early Termination Fee** - Resident agrees to be charged an administrative fee of \$300 and a cost of relet fee equal to three months' rent if they terminate the lease prior to the lease end date.
- **Failure to Connect Utilities** - \$50 per utility service. Resident will also be responsible for any bill Mars Hill receives for the dates of your tenancy. Mars Hill retains the right to terminate utility services held in Mars Hill's name at any time.
- **HOA Violation Fees** - Resident will be responsible for all HOA violation fees incurred during their residency in addition to a \$10 processing fee.
- **HVAC Filter delivery service** - Mandatory \$10/mo for all residents.
- **Holdover Fee** - as per lease
- **Late/NSF Fees** - as per lease
- **Lockouts** - A key to the property may be picked up from our office location during regular business hours. The key must be returned within 24 hours. If it is not returned within 24 hours, the resident will incur a \$50 fee. If you require our assistance after business hours, the resident will incur a \$100 after hours service fee.
- **Rent Payments** - \$1 convenience fee is added to each portal payment. \$25 administration fee for all other method of rent payments (check, certified funds, ACH)
- **Rekeys** - The required and authorized rekeying process is at no charge to you. However, if any unauthorized rekeying is done, such as buying and replacing your own locks, there will be a \$100 fee in addition to the cost of authorized rekeying to be done by a locksmith.
- **Expedited Move In** - If you must move into the property within four business days of the application, a \$150 fee is charged.
- **Service/Maintenance Fee** - A \$25-\$100 fee (as per lease) is applied to every work order submitted.
- **Trip Charges** - Unnecessary trips for service and maintenance will be subject to the cost of the the service plus a trip charge of \$50. Unnecessary trip items include those that are of the resident's responsibility including but not limited to, changing light bulbs,

smoke detector batteries, or HVAC filters. Trip charges also occur if a vendor, member of management team, or an agent makes an appointment with the resident and cannot access the home or the resident is not prepared for the appointment (i.e. move-in walkthrough, etc.)

- **Unauthorized Pet Fee** - If there is an unauthorized pet at the property, there is a \$100 initial violation and a \$10 per day violation fee until the pet is removed from the property.
- **Unauthorized Resident** - \$100 per day.
- Other charges and fees as outlined in the lease.

I have read Addendum A - Resident Handbook and agree to all the terms included. I agree to all future changes to this handbook and will be notified when those are published. I agree that I have seen the property and confirm my acceptance of the current condition of the property.

TENANT

DATE

TENANT

DATE

TENANT

DATE

TENANT

DATE