

Key Lease Terms & Information

THIS IS NOT A LEASE OR OFFER OF LEASE

In an effort to familiarize potential Tenants/Occupants with key terms contained in our standard Lease Agreement and general conditions of tenancy in our properties, we offer the following information for review. An actual Lease Agreement containing these and other terms will be offered to all qualified Tenants for review and acceptance before execution by all parties.

Landlord

Thomas Family Property Management

Property Manager

Keith Thomas

Tenant

Guarantor of individual lease who is liable for the payment of rent and performance of all other terms of the lease.

Leased Property

Leases are for residential purposes only. Tenant leases home with the use of all other common areas and equipment/services provided by the Home Owners Association (HOA).

Keys

Occupant is issued one set of keys (house, pool, laundry, etc.) on move-in and is responsible for delivering the keys to property manager upon move-out. If not returned, the cost of re-keying the lock and a replacement set of keys will be deducted from tenant's security deposit.

Garage Opener

If the home has an automatic garage door opener, one or two remote opening devices are provided to Tenant for use while living in the house. Remotes must be turned-in upon move-out before security deposits are refunded.

Appliances

Landlord may provide at no additional cost to Tenants some standard home appliances for use during the term of the Lease. All appliances provided are warranted to be in good working condition upon move-in and will be repaired or replaced as necessary during the term of the lease when notified by Tenant that service is required. Additional appliances or equipment provided by Tenant are the sole responsibility of Tenant and must be removed upon vacating the premises.

Limits on use of Property

The premises are to be used as a private residence. Guests may be invited to stay for no more than ten (10) days per six-month period during the term of the Lease without express written permission of the landlord.

Term

All Leases are for a minimum twelve (12) month period and may be available for longer term.

Renewal

Approximately 30 days prior to the end of each Lease, a new lease agreement may be offered for an additional one-year term at discretion of Landlord. Priority is usually given to existing tenants interested in renewal.

Security Deposits

Upon signing a Lease, tenant will deposit with Landlord a security deposit usually equal to about one month rent. Security deposits may not be used toward rent payments or other fees that may become due

under the terms of the signed lease. During the term of the lease, landlord may use some or all of the security deposit to pay for repair of damage or extraordinary maintenance required due to negligence or misuse of the property by Tenant. Where possible, notice will be given and the opportunity provided for Tenant to make or pay for repairs or extraordinary maintenance before deposited funds are used. If deposited funds are used during the term of the lease, Landlord will provide an accounting of how funds were used, along with a notice for Tenant to replace the used funds within thirty (30) days. Within twenty-one (21) days after Tenant has vacated the premises, returned keys and provided Landlord with a forwarding address, Landlord will return the security deposit to Tenant. If the security deposit is not returned in full, the Landlord will give Tenant an itemized written statement of the reasons for, and dollar amount of, any security deposit retained by Landlord, along with a check for any deposit balance.

Monthly Rent

Rents are based on market conditions for comparable accommodations and are non-negotiable.

Payment of Rent

Rent is due monthly, payable in advance on the first day of each month and considered delinquent if not received by the fifth day of the month. Rent is to be paid by mail to the address listed in each Lease. If rent payments are delinquent more than once during the term, Landlord will assess a late payment fee of \$25.00 for each delinquent payment. Checks returned by your bank for any reason must be replaced with a money order for the amount of the check plus a \$27.00 processing fee and a \$25.00 late fee.

Utilities and Services

With the exceptions of gardening, garbage and water services if provided by the HOA, Tenant is responsible for all utility and other house service charges including but not limited to gas, electric, telephone, cable and Internet services. Tenant will arrange and pay for all services, including any fees for hook-up and disconnect. The property is furnished with light bulbs for all fixtures at the time Tenant takes possession. It is the Tenant's responsibility to replace them thereafter.

Satellite Service

The installation of a satellite television or radio receiver must conform to any local ordinances and HOA restrictions (if any). Notification of intent to install and location selection must be given to the Property Manager and HOA before installation is made. Upon vacating premises, satellite equipment must be removed by Tenants or it will be considered abandoned property to be claimed by Landlord. Repairs to wall facade must be made by Tenant or repair costs will be deducted from the security deposit.

Assignment and Subletting

Tenant will not sublet any part of the premises or assign their Lease agreement without the express written consent of the Landlord.

Maintenance

Tenant will keep the premises clean, sanitary and in good condition. Tenant will inspect the property with the Property Manager prior to move-in to determine and detail the condition of the property. Upon termination of the tenancy, the Tenant must return the premises to the Landlord in a condition identical to that which existed when Tenant moved-in, except for ordinary wear and tear. Occupants are required to immediately notify the Property Manager of any defects or dangerous conditions in and about the premises about which the Tenant becomes aware. Tenant is also required to assist Landlord in mitigating any further damage to the property by taking whatever action may be required to handle an emergency if the Property Manager cannot be located or contacted (i.e. – calling a plumber to fix a leak, preventing further water damage).

Alterations-Signs

Tenant may not make any alteration, repair or decoration to the premises without prior written consent of Landlord. Tenant may not publicly display any sign or exhibit on the premises without the prior written consent of Landlord.

Storage

Bicycles, camper shells, furniture and other personal effects are to be stored in the areas provided and are not to be left outside or in a manner which will detract from the neighborhood. No gasoline, paint or other flammable materials will be stored on the premises.

Parking

Assigned parking space(s) will be identified in the Lease. It is the Tenant's responsibility to inform guests where to park on the street or other areas which will not interfere with neighbors. No trailers, boats, campers or recreational vehicles may be parked on the premises for more than 7 days during the term of the Lease if allowed under the HOA Parking Rules.

Violating Laws and Causing Disturbances

Tenant and neighbors are entitled to quiet enjoyment of the premises. The Tenant and their guests or invitees may not use the premises or adjacent areas in such a way as to violate any law or ordinance, commit waste (severe property damage), or create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other nearby resident.

Drugs and Alcohol

Landlord maintains a Zero Tolerance Policy regarding the possession, storage, use, abuse, trafficking or sale of illegal drugs or substances from or within the premises. The Policy also extends to under-age drinking. No warnings are required or will be given. If the Tenant or their guests/invitees are found to participate in these illegal activities, Landlord will issue a 24-hour vacate notice to Occupant and may notify local law enforcement for further action. In such a case, Tenant will continue to be responsible for all other terms of the Lease, including any remaining rents due through the end of the Lease term.

Pets

No animals, birds or other pets will be kept on the premises without express written approval of Landlord. If a Tenant wants to keep a pet on the premises, a separate Addendum to the Lease must be signed by the Tenant and supplemental security deposit given to Landlord.

Liquid Furniture

Tenant shall not use or have waterbeds or other liquid furniture on the premises unless:

Tenant obtains a valid waterbed insurance policy, and Tenant increases the security deposit in an amount equal to one-half of the month's rent, and The bed conforms to the floor load capacity of premises

Insurance

Tenant's or guest's personal property and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Landlord recommends that Tenant carry Tenant's own insurance (renters insurance) to protect Tenant from any such loss.

HOA Rules

A copy of the HOA rules will be provided to Tenant upon move-in and must be kept on the premises throughout the term of the Lease. Tenant must acknowledge having read and understood the HOA rules. Tenant and their guests must abide by the rules of the HOA. Any fines or penalties levied by the HOA are the sole responsibility of the Tenant and must be satisfied prior to vacating the premises. Any unpaid fines will be deducted from the security deposit.