

The logo for CAPTEX Property Management features the word "CAPTEX" in a large, bold, black sans-serif font. Below it, the words "Property Management" are written in a smaller, black sans-serif font. The text is centered and overlaid on a graphic of several concentric, swirling green lines that create a sense of motion or a vortex.

**CAPTEX**  
Property Management

# Resident Handbook

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Captex Property Management  
4515 Manchaca Rd Ste#100  
Austin, TX 78745  
Phone: 512.444.1300 ext 304

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This handbook is meant to inform our residents of the vital information they need in order to enjoy their rental experience. It will serve as your guide regarding paying rent, handling maintenance, lease renewals, early terminations, Homeowner Association issues, property visits, and a host of other topics. You’ll find just about everything you need in this handbook.

# General Information

**A. Office hours, numbers and basic company information**

Captex Properties is open during normal business hours 9:00am to 4:00pm Monday thru Friday Central Standard Time.

**Captex Properties**  
**4515 Manchaca Rd Ste#100**  
**Austin, TX 78745**

**Phone: 512.444.1300**  
**Maintenance Line: 888.502.1216**

**B. Captex Properties - Core Values**

1. We commit that our marketing material, and the information on our web site will accurately represent who we are, what we’ve accomplished and what we do; no exaggerations.
2. We will hire only the best staff, consistently train them and work at moving them to the best possible position of service to our customers.
3. We will always treat customers, vendors and each other with courtesy, respect and professionalism.
4. 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.
5. 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.
6. We will not tolerate unethical behavior by our staff or vendors.
7. We will follow the laws and code of ethics that regulate our business.
8. We will believe in our staff and create a safe and healthy work environment that fosters respect and opportunity for personal and professional growth.

9. We will constantly strive to protect our owners from the liabilities of owning rental properties.
10. We will strive to be a leader in the property management industry.

### **C. Captex Properties - Mission Statement**

Our mission is to serve...

Serve our Homeowners by helping them acquire properties that perform as expected.

Serve our Residents by providing them with a safe and pleasant rental experience.

Serve our Staff by constantly training them and helping them reach their highest professional potential.

# Paying Rent

## A. Payment Options

We offer electronic payment options to assure prompt and secure rent payments. Once you are registered in our payment system you will have a simple electronic option to pay rent each month. We still take paper checks by mail but they are less reliable and harder to process. Electronic payments are faster, safer, and easier on everyone so we encourage electronic payments.

## B. Due Date

Rent is due on the **FIRST** of the month and is considered late on the fourth. Please note that Bill Pay through your online bank still mails us a check. If the check is not received by the first, a late fee will be assessed. **EXAMPLE:** Paying bills via the USAA or Bank of America bill pay option. This is **NOT** an electronic payment. They simply cut a check on your behalf and put that payment in the mail....subject to all the delays.

## C. Personal Checks

Personal checks are acceptable at any time before the 4<sup>th</sup> of the month. After the 4<sup>th</sup>, certified funds are required. Certified funds are also required if checks are being returned for non-sufficient funds. We will notify you in writing if personal checks will be refused.

## D. Automatic Electronic Monthly Payments

Captex Properties can offer you an option with electronic payments that will set up your payment for automatic withdrawal each month. This can be set up in your tenant portal for payment and modified by you at any time.

## E. No Cash

We do not want cash around the office. We have a “NO CASH” policy for everyone. Please use checks, money orders, or pay online through the Tenant Portal Service.

## F. Late Fees

After the due date, rent will not be accepted without the late fee stipulated in the lease. We encourage you pay rent by the 1<sup>st</sup> to avoid paying any late fees.

## G. Late Payment Contact

Captex Properties will attempt to contact you via email informing you that rent has not been paid successfully. We will also attempt to telephone and send a SMS (text) message to notify you of this late status.

## H. NSF Check or Electronic Payment

The NSF (non-sufficient funds) fee of \$75 is due regardless of the reason. (Your bank may reimburse you for this charge if they were at fault.) If this happens, Captex Properties has the right to request certified funds from that day forward. You will be given 48 hours to make the check good prior to further legal action being pursued.

**I. After the 5th**

If rent is still unpaid by the 5th, Captex Properties will begin eviction proceedings. Once this has started, rent will not be accepted without all of the late fees and administration fees being brought current in certified funds only. No Personal Checks will be accepted if eviction proceedings have begun.

**J. Pro-Rated Rent**

Rent is always due on the 1<sup>st</sup> when the lease is executed. Pro-rated rent may be necessary on a mid-month move in. Keys will not be turned over to a tenant until the pro-rated rent has been paid. This payment is also subject to late fees in the same manner as a regular rent payment.

**K. Last Month**

Rent is required every month, including your last month. You may not use the Security Deposit to pay rent at any time.

**L. Payment Ledgers**

Captex Properties keeps close track of all moneys due and paid by each resident. You can get a copy of this ledger for your personal records. Requests must be made in writing via email or the tenant portal and the ledger will be emailed to the address on file.

**M. Using the Mail**

You may always mail your rent to Captex Properties. We will accept payments by mail from our residents with a warning. Sending payments via mail incurs risk as you are relying on a government agency to deliver something that could cost you dearly if they make a mistake. If the payment is not received until after the 4<sup>th</sup> of the month, the tenant may be responsible for late fees. We encourage all tenants to pay electronically.

**CASE STUDY:** One of our residents was insistent about paying rent via the “Bank” bill pay system. That bill pay system simply cuts a check and mails it out via regular US Mail for what they advertise as being “free”. The check never arrived. The tenant was in such a panic about paying late fees that in a rush to get to our office to make the payment, received a speeding ticket in a school zone, while on the mobile phone. All in the attempt to save an admin fee charged by our system. The tenant’s attempt to save a few dollars a month cost several hundred with a speeding ticket!

**N. Bring to the Office**

To assure that payment is received by the 1st you may want to bring it to the office. Office hours are 9:00 to 4:00 Monday through Friday. A PM dropbox is located on the rear of the building and is labeled David Johnson Realty.

**O. Paying Less Than The Balance Due**

If there is an outstanding balance due on your account, we will notify you in writing twice. After that, we will refuse payment (return payment) unless it is for the full amount. We will work with you on a payment plan when necessary, but it must be approved by the property manager, in writing. You will not be able to keep a running balance due.

# Maintenance Issues

## A. Emergency Maintenance

Captex Properties provides tenants several ways to report maintenance issues. The primary and best way to report an issue is through the tenant portal where specific issues can be described in writing. The alternate is to call into Captex Properties 24 Hour Maintenance Line at 888.502.1216 to report a maintenance issue. 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 emergency maintenance items, call: 888.502.1216**

### 1. Emergency Defined

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

### 2. Examples

Fire, tree blown on the roof, flood, sewage back up, gas odors, broken water pipes, furnace out (if the weather is below 45 degrees) a/c out (if temperature outside is above 90 degrees). If the emergency is life-threatening, call 911 immediately!

### 3. The Following are NOT Emergencies

Refrigerator out, locking yourself out of the house, power or gas off, oven not working, a/c out if the temperature outside is below 90 degrees and/or the property has 2 a/c units and one is still functioning properly, water heater out. Captex Properties is not liable for loss of food caused by appliance break down. If you have renter's insurance it may cover refrigerator contents spoilage.

### 4. 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. If you call the Emergency Line for a Non-Emergency and contractors are dispatched to your home because of this call, you will be charged a \$100 fee. Do not call in an emergency unless it is truly an emergency.

You will also be charged a \$75 trip charge if you set up an appointment with any contractor and do not show up for that appointment.

## B. 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 tenant, we make it easy to request maintenance. Because the phone is such a hard way for us to take a work order 24/7, we've set up an easier way on line through the tenant portal – the same place rent is paid.

## C. Resident's Maintenance Responsibilities

Renting a house is not like renting an apartment. Captex Properties does not have a maintenance handyman living in your neighborhood to run to the property and fix things



as soon as we are called. There are some items that you can take care of yourself such as clogged garbage disposals, GFCI switches that need to be reset, and minor items as explained in this document that you were presented throughout the lease.

Single-family homes and condos are different than apartments. In an apartment community there is usually a full-time maintenance man on site that can attend to repairs immediately. This is not the case when you rent a single family home or condo. Keep this in mind:

1. Minor repairs, cosmetic repairs, and items that do not substantially affect your lifestyle may not be fixed (i.e. chipped paint, missing screens, doorbells that do not work, etc.).
2. Damages caused by abuse or misuse will be charged back to you. We will rely on the servicing contractor to tell us if you caused the problem.
3. If plumbing gets clogged due to items you or your children dropped in the toilet, it will be charged back to you. This is not considered equipment failure and you should do everything you can to handle these issues by yourself. Unless the contractor can prove it was not caused by you (i.e. roots in system). Clogged plumbing will be your responsibility.

It is the tenant who is responsible for dislodging things that have been flushed down the toilets or sinks. It shall be the responsibility of the resident to make sure there is no item blocking the plumbing. After the resident has made an effort to solve the problem, Captex Properties will take on the challenge.

If Captex Properties Maintenance or a plumbing company reports that the problem was caused by the resident, i.e. brushes, toys, personal property in the system, the expense of the plumber's visit and repair will be incurred by the resident. (Note: Flushable Wipes are not safe to flush no matter what the packaging says.) The homeowner will pay for plumbing problems resulting from roots in the system, pipes that have collapsed and other natural (non-resident) causes.

4. Monitoring of security systems is not handled by Captex Properties or the owner. Tenants will need to make their own arrangements to set up this service at their discretion and their own expense.
5. We will make every effort to deliver the property to you free of pests. It is the tenant responsibility to keep it that way. We recommend you use a licensed professional for any periodic pest treatments. If a larger problem arises concerning large animals or rodents, contact Captex Properties and submit a repair request.
6. Lawn care is a tenant responsibility. You must do regular mowing, watering, trimming and edging, weeding, raking and other regular lawn care maintenance.

7. Change HVAC air filters at least every 45 days....preferably monthly! The system will run more efficiently, you will save money, and have less dust in your home. Captex has a mandatory AC filter replacement program where your filters are mailed to your door via Fedex. There is no excuse not to change the filters.

Contractors are just like us – they have families and personal lives. They want to be home at night and weekends with their families. If you insist on meeting a contractor/repairman at your property after hours (weekdays after 5pm, Saturday or Sunday) the tenant will pay their after-hours premium for “non-business hours service.” Think of it as a “co-pay” for the convenience of getting non business hours service. The exception of course is emergencies.

#### **D. Maintenance Tips**

Renting a home requires that you pay attention to some small maintenance issues such as changing your filters, clogged toilets, resetting your garbage disposal just to name a few. Taking care of these things can save you time and money.

##### **1. Summer: HVAC (Air Conditioning)**

If your A/C stops working, especially after a quick power outage or storm, then it could well be the breaker switch, not the A/C. **Please check the breaker first.** See "Reset Circuit Breakers" below.

If your unit is not working and you have submitted a maintenance request, please turn off the unit completely. The reason is that the majority of time the coils have frozen up. When the technician gets there, he won't be able to do anything until the coils thaw out. This means 2 trips for the HVAC technician, and a longer wait for you.

##### **2. Change Your Furnace Filters**

[How To Change an Air Conditioning Filter - VIDEO](#)

##### **3. Reset Circuit Breakers**

If you have been using an electrical outlet and it stops working, then you may need to reset a "tripped" circuit breaker. This happens many times when you are using appliances that may cause a temporary overload on the system such as a hair dryer or portable heater.

[How to Reset a Tripped Breaker - VIDEO](#)

##### **4. Garbage Disposal Reset, Use, and Care**

###### **o Reset the garbage disposal**

If you get nothing when flipping the garbage disposal switch (and you have already checked the circuit breaker), lean down and take a look at the underside of the garbage disposal. Push in that little red button which resets the system. If the disposal was just overworked, or if there was a power surge, this may fix the problem. Go To: [How to Reset Garbage Disposal - VIDEO](#)

- If this does not fix the problem, **do not attempt to fix the garbage disposal yourself since it could be very dangerous.** - please submit an Online Maintenance Request so that we can have one of our contractors fix it for you.
5. **Garbage Disposal Use and Care: Things to Never Toss Down the Drain**  
[Garbage Disposal Use and Best Practices - VIDEO](#)  
 GFCI stands for "Ground Fault Circuit Interrupt". These outlets are typically installed within a short-range from water, but could possibly be installed anywhere in your house. If you have something plugged into one of these outlets, and it stops working, it's possible that you were overloading it with a device such as a hair dryer or a portable heater. In order to make the outlet functional again, simply press the button (white or red) that says "Reset". Try again and you should be okay. If the outlet continues to trip, then you are most likely overloading the outlet with whatever is plugged into it. If it does not work at all, then there may be another problem and you might need to submit an Online Maintenance Request. Please note, in some cases especially in newer homes, a GFCI outlet or reset switch could be located away from, but still controlling, the outlet that stops working such as in a nearby closet in a bathroom. Refer to this video: [GFCI VIDEO](#)
  
  6. **Clogged Toilets**  
 If our plumber determines that a clogged toilet was caused by the resident, then very possibly the resident will have to pay the plumber's bill. If you think you've caused the problem and want to avoid this situation, you can try to unclog the toilet yourself using these simple and helpful hints.  
[How to Un-Clog a Toilet – VIDEO – Click Here](#)  
[How to Un-Clog a Toilet and Shut Off – VIDEO – Click Here](#)
  
  7. **Replacing the Toilet Flapper Valve**  
 This one's real easy and one of the simplest repairs in the house. We have a couple of videos for you, with the first being the shortest and most straightforward. Please note: even though the first video shows a wet vac to soak up water, you do not need that in order to complete the replacement, although a towel might be handy. Also note: the water in the reservoir is filled with clean water, so getting your hands a little wet should not be a concern.  
[Fix a Leaking Toilet Flapper Valve for Little or No Cost - VIDEO](#)
  
  8. **How to Reset a Garage Door Remote Control**  
[Reset Garage Door Keypad Code PIN & Remote Control Opener - VIDEO](#)
  
  9. VIDEO Links can all be found at our website:

## E. Maintenance Priorities

Everything isn't an emergency. We have established five categories of maintenance priorities and a target response time for each of them. Your requests will be handled in the order that they are submitted with the following response times as guidelines.

### **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**

**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 out, locking yourself out of the house, power or gas off, a/c out and the property has two (2) a/c units, oven not working, water heater out. These issues may be inconvenient, uncomfortable, and aggravating, but they are not emergencies. **Captex Properties is** not liable for loss of food caused by appliance break down or for damaged belongings due to water leaks. Make sure that you have adequate renter's insurance to cover unforeseen personal losses.

### **Category II: Urgent Maintenance**

Broken windows, plumbing repairs (Not clogged toilets. See notes below), loose railings, wobbly decks, electrical problems. **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 III: Normal Maintenance**

Appliance repair, garage repairs, leaky faucets. **Target: 4-8 business day service**

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

Fence repair, gutter cleaning. **Target: 15 - 30 day service**

### **Category V: Not a Habitability Issue**

Screens; broken lattice; power washing; broken window shade; broken tree limb; missing door stopper; missing door knob; all light bulbs including stove, chandelier, and refrigerator; and fireplace gas keys. **Target: Point these items out during next property visit or bring up at lease renewal time. These items may not be approved for repair by the owner.**

### **Tenant Damages**

Damages caused by abuse or misuse will be charged back to the tenant. We will rely on

the servicing contractor to tell us what caused the problem.

If plumbing gets clogged due to items dropped in the toilet (toys, brushes, diapers, napkins, any personal items), clogged or misused garbage disposal, the cost of the plumber will be tenant responsibility (minimum \$150). This is not considered equipment failure and you should do everything you can to handle these issues by yourself. Buy a plunger. Unless the contractor can prove it was not caused by you (i.e. roots in system, pipe collapsed, septic tank backup), we assume the problem was caused by people, not by a defect of the property. Clogged plumbing is often tenant responsibility but will be reviewed on a case by case basis.

**F. After Hours Maintenance Charges**

If you schedule with the contractor after normal business hours, you will need to pay any after hours premium charges. Our contractors work normal business hours and are only available after hours for true emergencies (and for additional compensation). They have families just like you and don't want to be working evenings, weekends and holidays.

**G. Scheduled Maintenance Visits**

It is possible that the homeowner has selected from our list of six proactive maintenance procedures that may be done without your prompting. We will let you know when contractors will be coming to the property to address issues like gutter cleaning, HVAC servicing, termite inspections, fall landscaping, etc.

**H. Division of Maintenance Responsibilities**

Below is a visual of maintenance items to remind you of what things you are responsible for and what Captex Properties is responsible for.

## Landlord vs. Resident's Responsibilities

Item	Landlord	Resident
Water systems breakdowns	X	
clogged plumbing in house		X
clogged plumbing between house & street	X	
broken garbage disposals	X	
reset garbage disposal		X
HVAC breakdowns	X	
setting HVAC controls		X
changing furnace filters		X
electrical system failures	X	
resetting GFI switches		X
replace all light bulbs		X
all utilities (unless provided by community)		X
mandatory association dues	X	
termite treatment and rodents	X	
household pest control		X
maintain yard fencing	X	
lawn mowing & trimming		X
shrubbery & pine islands maintenance		X
security system repairs	X	
security system monitoring		X
microwave turntable		X
smoke detector installation	X	
smoke detector batteries		X
exterior drain hose bibs (winterize)		X

### I. Maintenance charge-backs

If the contractor we send to the property tells us the maintenance is due to your negligence, such as crayons in your garbage disposal, toys flushed down a toilet, GFI switch not re-set just to name a few, Captex Properties will notify the tenant via email and place the charge to your payment ledger. Failure to pay the bill will result in an

outstanding balance on your account. This will need to be paid with your next rental payment or late fees will continue to accumulate.

**J. Air Conditioning and Furnace Filters**

To improve the air quality of the home, reduce allergy problems and save money, you need to change out the furnace filter at least every month. Failing to do this will likely increase your utility bills. [How to Change an Air Conditioning Filter - VIDEO](#)

# Critical Issues in the Lease

## A. Right of Access

Our policy is to respect your right of privacy at all times. Under normal circumstances, we require that the tenant be present for all actions inside the home. We will attempt to contact the tenant to schedule an appointment for all actions to include walk thrus and maintenance prior to visiting the property. However, we must be able to get into the property in an emergency and will maintain keys and the right to access as needed. The lease gives us that right between to access the home at anytime, but we prefer to respect the tenants right to a secure environment and will always attempt to schedule access at least 24 hours in advance. We will call in advance unless we are dealing with an emergency. We respect your privacy and understand your need to control what happens in the home in which you are living. Courtesy will always drive us, so don't worry about someone stopping in unannounced unless water is flowing out the front door!

## B. Move-In Inspections – Inventory and Condition Form

The move-in inspection done by the tenant is designed to document the condition of the property at the time the tenant takes possession, so that you are not held responsible for pre-existing damages. This will be the benchmark we will use when you vacate the property to establish charges for damages. After you sign the official move-in inspection, we cannot add to the list. See your lease for more details.

## C. Lease Renewals (30 to 90 days out)

Your lease automatically renews on a month to month basis at the end of the lease term unless one of us notifies the other in writing of our intent to terminate the tenancy. If you do nothing, your lease will automatically renew on a month to month basis. We do not allow this under normal circumstances without permission from Captex Properties. We track all of our lease renewals and will begin to contact tenants 90 days from lease expiration to find out your intentions of either renewing the lease or vacating the home.

**Notices to Vacate** must be in writing per the lease agreement. Letters, emails to our staff are marginally accepted. Your safest bet is to notify us of your lease termination via the tenant portal and when you are in receipt of the Tenants Renewal Form 90 days out from lease expiration. Be sure you receive a response confirming receipt of your notice.

## D. Rent Increase and Renewal Process

The lease term will have a clearly marked end date in paragraph 3. According to the lease, Captex Properties can send you notice that the lease rate will change 30 days prior to lease end. This is a non-negotiable lease change and does not require your signatures to implement. We strive to maintain good relationships with tenants and conduct business fairly on the lease rate. Tenants also need to understand that the owners home insurance and property taxes are usually items that go up in cost every year. It is common place in this market to ask for \$25 to \$100 a month rental increases. ***Keep in mind, that how the tenant has conducted themselves during their tenancy will reflect come renewal time.***



**E. Lease Renewal Fee**

When your lease renews, there is a \$75 renewal fee charged to the tenant. This is meant to cover the administrative actions in putting all terms in writing, getting signatures, and closing the loop in securing the renewal.

**F. Subletting**

Subletting is when you move another person in to share the rent (without adding them to the lease), or move out of the home and let someone else pick up the rent. There is no subletting allowed without company written approval. Fines for violations are stiff. We need to approve all adult residents living in the property. If one of the current tenants or occupants on the lease needs to move out, coordinate this action with Captex Properties. Do NOT sublet to another tenant or occupant without written permission from Captex Properties. We have a procedure to add a renter to the lease. Contact us first!

**G. Early Termination – Para 28 of the Lease**

This Paragraph will offer more explanation to Paragraph 28 of the Texas lease agreement. In Paragraph 28, there is a clause that will allow a current tenant wishing to terminate the lease early to take the below steps. Once these steps are completed, and the home is turned over in good condition, the existing lease will be terminated early and all deposits can be refunded in accordance with the lease agreement.

- 1) **Pay the amount listed in paragraph 28. B. (4).** This amount MUST be paid up front to the property manager. This fee will cover the costs to put the home back on the market and the effort to re-lease the home on behalf of the outgoing tenant requesting to break the lease agreement early. Payment can be made through the tenant portal, mailed in, or dropped off in person. No action will be taken to begin to market the home until this payment is made.
- 2) **Offer the property manager a tentative move out date.** Example – the home will be ready to turn over to a new tenant no later than “x” date. This date is very important in our marketing efforts to inform any potential tenants when the home is going to be available. This date can be flexible.
- 3) **Assist with all showings.** It is in the outgoing tenant’s best interest to assist with all of the showings to facilitate attracting a new applicant. Allowing for time to show the home when requested and to make the home look as nice as possible will only aid in renting the home quickly.
- 4) **New Tenant Applies.** The property manager may be in contact with the outgoing tenant to verify move out dates, or to propose a plan for move out to work with an incoming applicant. Once a new potential tenant has applied, been accepted, delivered a security deposit, and signed a new lease agreement – the outgoing tenants lease can be terminated early.
- 5) **Vacate the home in accordance with the lease.** All of the same standards apply in cleanliness and condition as indicated by the signed lease agreement. The deposit refund

will be determined once the outgoing tenant vacates and the home has been inspected. Fees can still be assessed if the home is left dirty, or there are any damages to the home.

- 6) **Provide the property manager a forwarding address.** This will be used to send a copy of the terminated lease amendment and the balance of all security deposits. With these actions being completed, the current lease will be terminated early and the outgoing tenant will have fulfilled the lease, and all of their responsibilities to that lease in good standing.

**IMPORTANT: All rent payments, utilities, and upkeep of the home are the responsibility of the outgoing tenant up to and until the day the lease starts with the approved incoming tenant.**

#### H. Lawn Care

In most circumstances, the tenant will maintain their own yard. 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 is an agreement between the tenant and Captex Properties that the landlord will maintain the yard. Refer to the lease as to who has responsibilities for the lawn care.

If the tenant would like to request that Captex Properties maintain the yard, this can be arranged. The cost involved will usually be added into the lease agreement raising the monthly rent anywhere from \$100 to \$250 per month depending on the size of yard.

Failing to maintain the yard will create serious problems for the HOA and homeowner. This will generate complaints from the neighbors and if there is an HOA, there could be fines assessed.

**Tenants will receive a \$35 charge for any complaint letters from the local HOA regarding any lawn maintenance issues.**

#### I. Pest Control

The tenant is responsible for their own pest control for bugs. We strongly recommend you use a licensed pest control company to manage pests rather than doing it yourself. If you need assistance connecting with a pest control company, we can refer you to the one we use. Tenants can review the pest control policy in your lease.

#### J. Contact with the Owner

Captex Properties 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. Do not assume they are who they say they are. Protect yourself at all times from people who claim to have some authority over the property. If the owner is planning on doing a walk thru at your home, you will be notified well in advance. If someone shows up to your door claiming to be someone wanting to enter the property without you being notified, do not let them in and refer them to us for permission.

# Housekeeping Documents

## **A. Pets (Authorized and Unauthorized)**

Many owners will allow pets and some will not. You can have pets with written permission and a pet deposit. If you bring in an unauthorized pet, no matter who the pet belongs to, no matter how long they have been there, we assume you had it the day you moved in and you will pay penalties and daily rates listed in paragraph 9 of the lease.

## **B. Smoke Detector**

We will count smoke detectors at your move in to make sure there is one on every level of the home and one in every bedroom to comply with the Texas Property Code. You are responsible for keeping good batteries and replacing batteries as needed in all smoke detectors. Let us know if they do not work after attempting to change batteries.

## **C. Renter's Insurance**

The home is covered by the homeowner under a landlord policy, but your personal property is not included. We strongly encourage you to maintain renter's insurance while you are in the property. Contact your insurance carrier to obtain a policy. Renter's insurance will also cover the contents of your house. In addition, it will cover things like the lost contents of a freezer or refrigerator when the power goes out, or the damage caused by a burst water heater. We are not responsible for such things, so you need good insurance coverage for your personal belongings while you're renting.

## **D. Property Visits**

It is the policy of Captex Properties to do an annual walk thru to include a third party assessment of the home. In some cases, an owner may require a bi-annual assessment to be completed. These arrangements will be made with you far in advance with appointments scheduled. This should only take less than 30 minutes. We would request that you be present. We are not there to address housekeeping, but to access property issues and report to the owner regarding any deferred maintenance they need to address. We've done hundreds of these over the years and understand your concern for privacy. This will also be a time to point out any concerns you may have with the home so it can be documented at that time.

# Utilities

## **A. Get Utilities Connected Before Move-in**

You must make sure utilities are on before you take possession of the property. If you fail to make these arrangements, you may be in the property a few days before the utilities are on. We think we can tell you which company to call, but this is sometimes a moving target and we often don't have the right numbers. If you fail to have the utilities on in your name at move in, there will likely be chaos, frustration, arguments, and costs.

## **B. Keep Utilities On and Bills Current**

Failure to keep utilities on (and bills paid) during your stay may result in a default in your lease. Never turn the heat or air conditioning off during your vacations, especially during cold weather. When utilities are off, there is an increased possibility for burst water pipes, mold, break-ins, etc. Keep garage doors closed during cold snaps, as garages often do not have the insulation houses do and pipes freeze easily. Keep utilities on at all times.

## **C. Keep Utilities on through the Move-out Inspection**

You must keep utilities on through the move-out inspection according to your lease agreement. If they are not on for our inspection, your lease calls for a \$75 re-connect service charge plus hard costs.

# Homeowner Association Issues

If a Home Owners Association manages the community, you need to get familiar with the basic the rules and regulations and follow them to avoid fines and penalties. Some HOA's are very aggressive about enforcement of their rules, and resisting them will only cause you grief and cost you money. Review the HOA's website to get familiar with the rules in the community.

If an owner is charged any sort of fine for any violation, the tenant will ultimately be charged for that plus an administrative penalty from Captex Properties.

Here are some of the most common issues we deal with on a continual basis:

## A. Yards

Hands down, the number one complaint we get from owners is letters from the HOA stating that your yard is too long. In around 95% of our homes, the tenant is responsible for the yard maintenance. When they fail at maintaining the yard to the HOA's liking, the owner gets a nasty gram letter. Often time, this is the first violation of any kind the owner is receiving about anything from the HOA and they typically make a very big deal about this assuming the tenant is not maintaining the yard at all.

If Captex Properties receives a letter from an owner, who has received a letter from their HOA – **we will charge the tenant \$35** regardless of what the letter is for and even if the tenant has already complied with the request. Reason is, at some point the HOA did not falsely put that letter into the mail for no reason – something had to have triggered this. In addition, Captex Properties has to deal with the administrative time and cost to put the corrective action in motion to ensure the HOA request is met.

## B. Parking

Most communities have rules about where you can and can't park. Follow the rules and you will avoid violations and fines. Make up your own rules, and you'll hear from them.

## C. 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. HOAs often try to prevent renters from using the amenities, and there's nothing we can do to change that. Friendliness and cooperation usually help a lot in getting help with these things. Be prepared for the HOA to require you to stop by their office with a copy of the lease, your Identification cards (Driver's License) and sign waivers to use their amenities such as the pool or playgrounds.

## D. Mailbox Keys

Most of the time we will provide you with a mailbox key if we are provided one from the homeowner. However, the safest and most correct way to obtain a key is to have the local post office make a new key for the box they assign to you. This way YOU (the tenant) will have the only access to mail in that box. Take the first page of your signed lease to your local post office and they will cut you a new mail key.

## **Parking for Boats, Trailers, and RV's**

One of the biggest complaints coming out of the HOA's is when a tenant parks a boat, trailer, or RV at the residence. This could be in the driveway or street parking near the home. Most HOA's have rules about when a boat, trailer, or RV can be parked at the residence. If a tenant owns a boat, and has that boat in storage, the HOA will only allow that boat to be temporarily parked at the home over a weekend. An example would be the before and after a weekend fishing trip while gear is picked up and dropped off. Any overnight parking if found will result in a letter sent to the owner. The same holds true for trailers, large commercial trucks, or RV's. A good rule of thumb is that if it is other than a passenger car or truck, the HOA would not want it parked at the residence more than a few hours.

We ask that tenants be aware of these rules. The end state is still the same – if we have to deal with an HOA complaint, we will have to fine the tenant \$35 per occurrence.

# Foreclosure Issues

Most homes have mortgages on them and take a priority position over your lease. Occasionally an owner will fall behind on mortgage payments, and a foreclosure would then threaten your rights in the property.

**A. What to do if you receive a foreclosure notice**

If you receive any notices about a pending foreclosure, forward a copy to our office immediately so we can check it out with the owner. Most foreclosures are called off by the lender in the final days, so don't panic. You may have several options including staying in the property until the end of your lease.

**B. Renter's Rights in Foreclosure**

In May of 2009, congress passed into law the "Renters Rights in Foreclosure Act" guaranteeing renters the right to remain in a foreclosed property until the anniversary date of their lease. If a foreclosure takes place, you'll be paying rent to the lender, but you won't have to move under the new law. Contact your property manager for more information.

## **Showing Instructions and Move-Out Procedures**

Your lease agreement authorizes Captex Properties to show the property for rent the last 30 days of your lease. We will place a sign in the yard, and place a key box on the property to begin showing the property to prospective tenants.

### **YOU DO NOT HAVE TO BE PRESENT AT TIME OF SHOWING!**

A key box is a locked container in which a key to the property is placed. The key box can be opened with a special combination specific only to that particular key box, with the codes guarded by our staff and our security measures. This will allow only licensed Realtors either from Captex Properties, or other real estate companies to gain access to the property for a showing.

You may withdraw your authorization to allow a key box on the property by providing written notice to Captex Properties and by paying the Landlord a fee of one(1) month's rent as consideration for the withdrawal. Captex Properties will remove the key box after receipt of the notice is received, along with the required fee. Removal of the key box does not alleviate your obligation to make the property available for showings.

Captex Properties may still show the property at reasonable times to prospective tenants.  
(Paragraph 14 – lease agreement)

**Tenant understands that failure to allow for reasonable showings as well as not keeping the Property "showable", can constitute default of the lease, and the security deposit, in its entirety, may be forfeited for this reason.**

We use Centralized Showing Service to notify you of showings and to record who is showing the property and the approximate time they are showing it. Centralized Showing Service (CSS) will give you a courtesy call to inform you of each showing. A courtesy call means that they will give you a call but if they cannot contact you, the agent will still show the property.

Centralized Showing Service (CSS) will call the phone number that you have on file with the office to notify you of the approximate time when agent will be showing the property. If you would like CSS to contact you at another number, please call us immediately so we can properly notate it in our records.

### **Centralized Showing Service will record if you deny or cancel showings.**

There is a \$50 fee for each denied, canceled showing, or if the property is unable to be accessed for showings.



Do not lock the keyless deadbolt on the front door. If there is a security system, call our office to confirm that we have the correct security code.

The Lease Agreement also requires you to secure your pets or remove them from the property if they would interfere or prohibit showings.

**Tenants will be charged trip charges or even lose their deposit if they prevent or prohibit showings.**

Do not allow any prospective residents in your home unless they are accompanied by their real estate agent, or a staff member from Captex Properties. If they show up unaccompanied by an agent - refer them to our office to make arrangements to see the property. If you have any questions call our office. 512.444.1300 ext 304

## **MOVE-OUT PROCEDURES**

Now that you are moving out, your lease agreement requires that you leave the property in a clean and undamaged condition. We have every intention of returning your security deposit as long as you have fulfilled your agreement with us.

The following information is provided to help you get your security deposit returned without any misunderstandings:

1. According to the terms of your lease, Captex Properties has 30 days to return your security deposit. Security deposits will be mailed to the forwarding address left with the office within 30 days after the move-out inspection.
2. Remember to CLEAN your rental property inside/outside to avoid any charges against your deposit. Refer to the Move Out Checklist for further information.
3. Cooperate with showings of the property for sale or rent, keeping the home in a presentable condition. Your lease agreement authorizes us to place a keybox on the home, containing a key to show the property, during the last 30 days of your lease or at any time the Landlord lists the property for sale. You may withdraw the authorization to place a keybox on the property by providing written notice and paying 1 month's rent as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee.

**If agents are denied access or are not able to access the property because of tenant's failure to make the property accessible, tenant will be charged a trip charge of \$50.00.**

Failure to allow reasonable showings during the final 30 days of the lease constitutes default of the lease. The security deposit, in its entirety, can be forfeited for this reason. *Please cooperate with our agents.*

## **PREPARING FOR MOVEOUT**

1. You must provide the office a complete Forwarding Address.
2. All Keys, Garage Door Openers and Gate Remotes, Etc. must be turned in by the expiration date of the lease agreement, or pro-rated rent will be charged daily until they are turned in. Post Office keys: If mailbox keys were originally issued by the Post Office, should be turned in to the Post Office with a change of address notice.
3. We will conduct a final move-out inspection after all furnishings have been removed and all CLEANING accomplished and the keys are turned in to Captex Properties, to document the condition that you leave the property---**We will send out a photographer to do move-out pictures. He/She will not be able to tell you what charges will or will not be charged against your security deposit.**

The property manager will compare the move-in pictures with the move-out pictures along with your move-in check list, and the reports from the maintenance personnel after you move-out to determine if there will be any charges against your security deposit.

**We do not do move out inspections with tenants present at the property. Remember the photographer will only take move-out pictures. He/She will not be able to tell you what charges will or will not be charged against you security deposit. They are only there to document the condition of the property.**

4. Utilities must be on during the inspection. If the Utilities are not on for the move-out inspection, tenants will be charged a \$50 trip charge. Any delays caused by the Utilities not being turned on will delay the return of you security deposit.
5. Tenants are not permitted back on the property after vacating.
6. Call utility companies and arrange for final readings. (Remember: Utilities must be left on for the move-out inspection).

The following suggestions & helpful reminders are listed to ensure the maximum return of your security deposit. Also here are some helpful reminders of items that many people overlook or forget upon vacating. Please use this checklist as a guideline.

The condition of the property will be evaluated according to, but not limited to, the following:

### **INSIDE:**

1. All personal belongings must be removed from the premises.
2. PAINTING: Please remove all nails – DO NOT PATCH, SPACKLE OR SPOT PAINT NAIL HOLES, or touch up paint without approval. If you paint & it does not match or if you do a poor job of filling holes, you will be charged for necessary painting to match the existing paint or to redo spackling. Charges for painting depend on length of time in the property and whether it exceeds normal wear & tear.
3. CARPET CLEANING: **Tenants are required to have the carpets PROFESSIONALLY CLEANED at the time of 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 pet treatments done as needed. If any Odors or Pet Odors re-surfaces after you have vacated the property, the tenant will be responsible for charges incurred to remove the odor. If the cleaning is not done to our satisfaction, tenants will be charged for any additional expense.

4. Clean vinyl, wood and/or tile flooring. Clean and dust all baseboards.
5. Clean or replace Air Conditioner filters with pleated filters as you vacate the home.
6. Walls, baseboards and ceiling must be cleaned and free of cobwebs and lint.
7. Clean fireplace, hearth and mantle, remove ashes and debris. Be sure hot ashes are properly extinguished prior to disposing.
8. Clean ALL wall switch plates and outlet covers.
9. Clean ALL windows inside and out, clean window sills, mini-blinds and vertical slats.
10. Clean mirrors, windows, and sliding glass doors with glass cleaner. Also clean window and sliding glass door tracks.
11. Clean ceiling fans and light fixtures - Replace burned out or missing light bulbs, be sure to use the correct wattage and type. Replace broken globes. Make sure the ceiling fan blades including the top and light kits are clean. Also check the ceiling surrounding all fans. Often dust has gathered by the fans and adheres to the ceiling. One of the easiest ways to clean this is to lightly sweep the ceiling with a broom.
12. Smoke alarms must be operative. Replace batteries as necessary.
13. Clean ALL closets, storage spaces and shelving free of dust, spider webs and miscellaneous debris.
14. KITCHEN: Clean Kitchen appliances inside and out, replace burned-out light bulbs:
  - A. Clean oven, stove and under drip pans. If the drip pans and rings on the range are not clean and in like-new condition, it would be more economical for you to replace them yourself, rather than to be charged for them. Foil covering drip pans is not acceptable.
  - B. Clean oven/range hood vent including filter.
  - C. Wash out refrigerator and compartments, including freezer. Don't forget to wash off the top exterior of the refrigerator and clean the rubber gasket around refrigerator and freezer door. Clean bottom vent.
  - D. Clean dishwasher. Run empty dishwasher one last time. Use the normal amount of soap you would use for a full load. Wipe down the gasket and the door and do the surrounding areas.
  - E. Be sure garbage disposal is clean and free of debris. (Do not use fingers to check) Return/replace sink stoppers.
  - F. Clean all countertops, cabinets and drawers.
  - G. Clean all cabinets, inside and out.
  - H. Clean all drawers, inside and out.
  - I. Clean sinks, faucets and countertops. Return stoppers to sink.
15. BATHROOMS:
  - A. Clean counter tops, sink(s), soap dishes, tiles, fixtures, tub and/or showers. Be certain they are free of mold/mildew, soap scum, scale and rust.

- B. Clean mirrors, light fixtures and medicine cabinets.
- C. Clean all cabinets and cabinet drawers – inside and out.
- D. Clean toilets inside and out and remove all lime deposits. Clean toilet seat surfaces, top and bottom.
- F. Mop or vacuum flooring.

**Do not use scouring power to clean acrylic or fiberglass tubs. It will ruin the finish**

### **OUTSIDE:**

1. Lawns must be neatly mowed and edged, trees and shrubs trimmed or pruned, yard watered and all trash and debris removed.
2. Any animal droppings are to be picked up and disposed of.
3. All trash and garbage must be removed from the premises (including curbside). If you have trash that exceeds the normal pickup, you are to arrange to have it hauled away.
4. Replace damaged screens and windows.
5. Walkways, driveways, patios and garage floors must be cleaned and free of oil, grease and other debris.
6. Repair any pet damage and spot treat carpets as needed with pet deodorizer.
7. Clean outdoor light globe(s), replace burned out or missing light bulbs.

In our experience, after the work and stress of moving out, tenants may be too tired to clean the house. We recommend to tenants to allow us to clean the home – **see attached sheet on Captex Properties \$595 cleaning service.** (This will not cover outside lawn issues)

If you hire a professional cleaning service you should provide them a list of what we expect, and ensure they complete the work. Hiring a professional cleaning service (maid service) will not guarantee the home is clean.

**Please follow the above instructions carefully. If the house does not meet the prerequisites after the inspection, applicable charges will be made with no exceptions.**

### **Tenants are not permitted back on the property after vacating.**

Upon leaving, please be sure to fully secure the property by locking all windows and doors. Do not lock the Keyless Deadbolts!!!

### **Rental Verifications:**

We often receive requests from mortgage companies and other landlords wanting a rental verification of a tenant's rental history. Usually they want this information filled out and returned to them immediately. We are happy to comply; however, we require a \$25.00 processing fee in order to cover the costs and time associated in performing this service.

### **POSSIBLE CHARGES TO SECURITY DEPOSIT**

We have compiled a list of average charges. Nothing herein shall be construed as a limitation on agents' rights to pursue resident for damages not specifically listed:

These are minimum charges and prices may not include trip charges or labor.

**GENERAL CLEANING CHARGES:**

Clean Carpet \$175 + Oven or Stove \$85 +  
 Vent Hood \$45+ Replace Range Pans \$40+  
 Refrigerator \$60 + Freezer \$30+  
 Counters/Cabinets \$10+ each Toilet \$35+  
 Drawers/Sinks \$8+ each Bathtub \$40+  
 Dishwasher \$55 + Mirrors \$10 +each  
 Mini-Blinds \$20+ each Windows \$10 +each  
 Vertical Blinds \$35+ Floors \$30 +  
 Ceiling Fans \$25+ Patio \$25 +  
 Sliding Glass Door \$25+ Clean Garage \$50 +  
 Cleaning dirty vent hood \$45 + Furniture Removal \$75 +  
 Cleaning walls (per wall) \$40+  
 Re-keying when no keys are returned \$99+  
 Trash Removal from interior of house \$65-\$650+  
 Trash Removal from exterior of house \$65-\$650+  
 Wash windows and tracks \$20+each  
 Cleaning Fireplace \$50 +does not include chimney

**DAMAGE/REPLACEMENT CHARGES:**

Tub stopper/Drain covers \$25+ Blind Wand \$15+  
 Drip Pans (all 4) \$60+ Vertical Slats \$15+  
 Vertical Blinds \$100 + Light Bulbs \$10+ each  
 Mini-Blinds \$40 + Specialty Bulbs \$15 +each  
 Light Fixtures \$125 + Screens \$45+  
 Door Replacement \$120 + Window \$200+  
 Light Globes \$25+ Oven Rack \$30+  
 Toilet Seat \$40+ Switch Plates \$5+ each  
 Reinstall Doors on Track \$30+ Battery for smoke alarm \$10.00+  
**Service call / Trip Charge \$45+**

**These minimum charges are subject to change at any time without notice.**

**COST AND LABOR WILL BE CHARGED FOR:**

Counter Repair, Carpet Replacement, Vinyl Replacement, Drywall Repair, Painting,  
 Mow and Trim Lawn, Trim Shrubs, Trim Trees

**All Keys, Garage Door Remotes, Gate Remotes, Pool Keys, etc. must be turned into the office at the scheduled time. Be sure to leave keyless deadbolts unlocked.**

## Cleaning Services - \$595

After many requests from outgoing tenants and owners, Captex Properties can offer a flat-rate cleaning service for the homes that we manage. This service is offered to both tenants and owners and will include maid service, and professional carpet cleaning.

**For a flat fee of \$595, Captex Properties will provide the following cleaning services:**

- Top to bottom – “hotel ready” maid service
  - Clean all bathrooms
  - Clean kitchen – stove, microwave, counters, refrigerator
  - Wipe down all blinds, ceiling fans, bannisters, light fixtures
  - Sweep and mop all hard surfaces
  - Remove minor trash
  - (Excessive trash removal will incur additional fees)
  - Sweep off any exterior living spaces – front and back porches
- Professional Carpet Cleaning – entire home
  - Spot stain treatment
  - Pet treatment where needed
  - Steam Clean all carpets in the home

This service is not a money making effort by Captex Properties. It is offered to ensure that the home is getting cleaned, and that we will be held accountable. Too many problems have occurred in the past when tenants claim they clean the home – and we have to re-clean it on their behalf. Or, the owner has left the home in “clean” condition, only to find that the tenant is very displeased with the move in condition. Everyone has a different level of clean, but in the end, it’s on Captex Properties to deal with an unclean home.

We encourage all owners and tenants to take advantage of this program. As we like to say – if it’s not done right, WE (Captex Properties) will be responsible for the home being clean and will make it right.

**OUTGOING TENANTS: This fee CAN NOT be taken out of the security deposit and will need to be paid for up front.**

### **Frequently Asked Questions:**

#### **A. When is my Move-Out Inspection?**

The landlord is responsible for documenting damages to the property when you move out that will be the basis for charges against your security deposit. This inspection will be done within a few days of you completely vacating the property. We can’t do a complete move out inspection until you have completely vacated, so don’t schedule your inspection until you’re sure when you’ll be totally moved out. If you are not completely out of the home when the inspector arrives, it will cost you money for their return trip.

**B. 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. We will install a lockbox and put a sign in the yard. Courtesy will always drive our showing and calls will always be attempted prior to our showing prospective tenants. If you resist this and try to prevent showings as described in the lease, you will forfeit your security deposit so cooperate with us and we'll make the transition smooth.

**C. What happens if I limit 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 tenants.

**D. 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 taking great care of the home during your residency and making sure that it is clean and free of debris for your move out inspection. During the move out inspection we will take your move in inspection and compare it to the current condition of the home. We will have to charge for the items not identified at move in.

**E. What are maintenance charges to me if all items are not satisfactory at move-out?**

We pay maintenance contractors and cleaning companies to do the work. They charge us standard retail rates for quality work. You will pay the cost to repair or replace the item(s) back to the original condition. Save yourself money and return the house to its original condition when you move out. Don't forget to turn in keys, garage remotes, pool passes, gate passes and mailbox keys!

**F. Once you have determined the charges for repairs, can I get back in and do it myself?**

No. Once we have completed the move-out inspection, you will not be allowed to return to the property. Complete all cleaning and repairs prior to the move-out inspection.

**G. 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 within 30 days of lease end, the security deposit will be forfeited per the lease agreement.

**H. What happens if I accidentally take the garage door remotes?**

If the remotes are missing at move-out, we will charge you for them. Because garage door remotes are expensive and some brands are hard to find, we will give you 5 days to return the remotes to our office. If we receive them within 5 days, we will take the charge off the move-out inspection.

**I. Do I have to be present during the move-out presentation?**

No. We understand the difficulties in scheduling time away from your job. Your presence is not required at the move-out. Move-Out Inspections are scheduled Monday through Friday between 9 am and 5pm, not on holidays or weekends.

**J. What if I do not have the time to do house cleaning, carpet cleaning, flea treatment, landscaping or other repairs?**

We have reliable people who can do these things for you. We are happy to help. However, if you don't handle this we will deduct the cost of the invoices from your security deposit. Carpet and flea treatment receipts must be provided at time of move out inspection.

**K. How is the security deposit disbursed if there are roommates?**

We will disburse the funds according to written instructions signed by all Residents. If all cannot agree, Captex Properties will disburse one check to all Residents on the lease.

**L. What are my responsibilities if I had a pet?**

The pet addendum calls for some specific items that you must do at move-out:

1. Have the carpets professionally cleaned and deodorized. Have a receipt ready for Captex Properties when you do your move-out inspection or funds will be withheld to have the carpets cleaned and deodorized.
2. Remove all evidence of the pet. Watch for food dishes, pet hair, leashes, pet waste, holes in the yard, and repair any damage caused by the pet. Owners are particularly sensitive to pet damage, so we will be too.
3. Get rid of all pet related odors.

**M. How do I handle utilities?**

You are responsible for your utilities through the day of the inspection. Contact your utility companies and alert them of your moving date. Notify Captex Properties in writing concerning your last day of occupancy so we can make arrangements to keep them on.

Utilities must NOT be turned off prior to the Move-Out Inspection! If utilities are off before the Move-Out Inspection is completed, you will be charged \$75 per provider to get them turned back on. Once a date is set for inspection, do not change it unless you have decided to stay in the property. If you move out a day early or a day late, leave the utility change date alone.

**N. 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.

**O. What happens if I am not out the date I expected to be out?**

You're still under the lease and rent is due. Keep utilities on until the move-out inspection to keep from paying any fines. If you do not give us clear instructions (e.g. I am out, you have the property.) we will be slow to enter the property and remove your personal items. If you do not notify us of your change in move-out date, you will incur a \$75.00 Trip charge. Please be sure to keep us informed so we know when you are completely out and can take over the property. Your rent stops when we do the move-out inspection, so let us know when you are out.



# Miscellaneous

## **A. Lockouts**

We all lock ourselves out of our homes from time to time. If this happens outside of regular business hours, we will be unable to help you as we do not carry a locksmith on staff that can come out at 2 AM. The cost incurred for a rekey is tenant responsibility. If you call the office we may be able to locate a key for you. If you change the locks, you must provide notice to Captex Properties in writing of this and provide us a copy of the keys. If you do have to change the locks call Mr. Rekey and have them master the front door cylinder to Captex Property Managements master key code.

## **B. Home Warranties**

Some owners have purchased a home maintenance warranty on the property. Although they generally respond in a timely manner, they need your full cooperation to get their contractors into the property to make the necessary repairs. Since we don't control these contractors, there's not much we can do to create urgency for them. As our relationship grows, you'll become accustomed to the quick, efficient service you receive from our contractors handling your maintenance requests. Please be aware that your experience with home warranty contractors may not be the same. You'll be contacted by the home warranty company for covered repairs and will make your own scheduling arrangements directly with them. You may be asked to pay the contractor their service fees at the time of service, which ranges anywhere from \$40 to \$125 per contractor. You'll then submit your receipt from the home warranty contractor and be reimbursed by Captex Properties for these fees.

# Buying A Home

## **A. The Home You're Renting**

Captex Properties 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 us to discuss further.

## **B. A Home Outside Captex Properties**

Captex Properties is also a real estate brokerage. In Texas, to conduct property management, a real estate broker's license is required. We will also be happy to assist you in purchasing a home that is not a Captex Properties managed property. We have several agents that cover the Austin and San Antonio metro area willing to walk you through 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 ahead of time what the steps are so you can plan accordingly.

This will conclude the Captex Properties Tenant Handbook. Should you have any questions or concerns outside of this document, feel free to contact us for further information.