

Southern Properties, LLC

RENTAL PROCEDURES AND POLICIES

Please read carefully, initial the bottom of each page and sign page 7.

Address: \_\_\_\_\_

Tenant \_\_\_\_\_

Name(s): \_\_\_\_\_

Lease \_\_\_\_\_

Dates: \_\_\_\_\_

CHECK-IN PROCEDURE:

Tenant should contact Southern Properties LLC to schedule a time to check-in between 2:00 pm and 5:00 pm on the day their leased begins. At this time, Southern Properties LLC will collect rent for the first month if it has not already been remitted. Tenant will receive:

- Keys
- Garage Remotes
- Information Packet
- Items to be Noted/Repaired Form
- Move-In/Move-Out Checklist
- Furnished Unit Inventory Form *(If renting a furnished unit)*

PAYMENT OPTIONS:

You may pay your security deposit, pet fee and first month's rent by check, MasterCard or Visa. After that, if you wish to have your rent automatically charged to your MasterCard or Visa on the 1<sup>st</sup> of the month or use a credit card to pay rent you will be charged a fee of \$20.00. If you are still interested in paying with a credit card please notify our office and sign an "Authorization to Charge Credit Card." Our preferred method is check.

INSPECTION:

We have already inspected your unit; however when you first gain access to your unit please make a list of any defects that you notice. This list should be faxed, delivered or mailed to us within 72 hours of check-in.

At checkout, your unit should be as clean as possible. We allow for 4 hours worth of cleaning for unfurnished units and 7 hours worth of cleaning for furnished units at our expense. The tenant understands that we will not be able to quote the amount to be refunded at the time of the move-out inspection. We use the same housekeeper for cleaning of all units and leave it to the housekeeper's discretion to spend the appropriate amount of time cleaning to bring the unit back to our standard level. Our housekeeper understands our policy and is consistent with her cleaning of units. Any time required over the original 4 hours for unfurnished and 7 hours for furnished will be deducted from your security deposit.

We expect your rental premises to be returned to us in its original clean condition except for ordinary wear and tear. Any damage beyond ordinary wear and tear will affect the return of your security deposit, but is not limited to the security deposit.

Initials: \_\_\_\_\_  
\_\_\_\_\_

# Southern Properties, LLC

## RENTAL PROCEDURES AND POLICIES

### PET POLICY:

Pets are allowed on a case-by-case basis at the owner's discretion with a \$200.00 per pet non-refundable pet fee. We reserve the right to do periodic inspections. Owners must approve, in writing, any substitutions or additions of pets from your original lease application. Any violation of this will constitute forfeiture of security deposit and/or breach of contract. Pet deposits are primarily for the privilege of keeping a pet and the very minor additional wear and tear on the unit; therefore it is non-refundable. Your obligation to pay for pet damage is not limited to your pet fee or security deposit (chewed wood-work, scratched sheetrock and eaten or heavily soiled carpet is not covered). If noise complaints or property damage becomes a problem regarding a pet Southern Properties retains the right to request the removal of the animal or if necessary the eviction of the tenant.

### MAINTENANCE

Maintenance is provided for the New Town properties between 8:00 a.m. and 4:00 p.m. Monday through Friday. All maintenance requests should be reported directly to the office and will be turned in as work orders to the maintenance staff. Maintenance requests will be addressed in the order they are received and there is no deadline in which they need to be address, unless it is an emergency, in that case please reference "Emergency Procedures". Maintenance is happy to take care of maintenance requested by new tenants in order to make their unit satisfactory. If the maintenance staff determines that the maintenance concern was the fault of the tenant; tenants will be charged a maintenance fee of \$30.00 and any additional charges to correct the damage to the unit.

### EMERGENCY PROCEDURES:

As with any home, from time to time something may break or stop working. If the situation were an emergency, i.e. a broken pipe or no heat in the winter, we would like for you to contact us immediately. However, if your cable goes out, you have a slow/clogged drain, or a non functioning dishwasher we will look forward to speaking to you on the next business day. Feel free to leave us a detailed message at anytime.

Below are phone numbers of whom you should call in case of a **real** emergency\*:

*Please leave messages and call in the order listed.*

#### **SOUTHERN PROPERTIES**

Susan Horak's Office: 447-2146

Susan Horak's Cell Phone: 864-0160

Susan Horak's Home: 874-2249

Mary Jane (Susan Horak's Mother): 445-7388 or 808-4969

If you have been unsuccessful at the above numbers; have left messages and/or pages; and 30 minutes have passed, you may directly call the appropriate serviceman.

Electrical: Mid-City Electric: 573-214-2705

Plumbing: *Shut off main water supply by turning lever up. Shut-off lever is usually located behind or near the water heater.*

Wallace Plumbing: 573-449-4014

Air Condition/Heating:

Brunner Heating & A/C: 573-443-3660

Initials: \_\_\_\_\_  
\_\_\_\_\_

**Southern Properties, LLC**

**RENTAL PROCEDURES AND POLICIES**

*\*Please note there will be a \$75.00 service fee if the nature of the problem is not an emergency.*

When your call has been responded to, please let that person know whom else you've contacted. As a courtesy, please call those numbers you contacted and cancel the emergency call.

For non-emergency maintenance, call: Southern Properties @ The Susan Horak Group  
Phone: 573-447-2146  
Fax: 573-447-0155  
Email: [susan@susanhorak.com](mailto:susan@susanhorak.com)

**RENTERS INSURANCE:**

It is strongly recommended that every tenant acquire Renters Insurance. The insurance held by Southern Properties does not cover any damage, injury, or loss to Tenant, Tenant's guests, Tenant's or their guest's personal property due to Tenant's negligence, theft, burglary, assault, other crimes, fire, ice, water, wind, rain, smoke, or any other causes beyond Landlord's control. Information on Renters Insurance can be found in the New Town Move-in Packet provided to tenant at move-in.

**SMOKING:**

Please smoke outside, or in inclement weather in the garage. Thank you.

**UTILITIES: (See utility company's phone numbers in welcome packet.)**

Utilities are to be in the name of the tenant, unless specified on your lease. Utilities should be switched into the tenant's name as of the start date of the lease. The tenant is responsible for keeping the utilities on and in their name until the end of their lease term even if you vacate early.

The cost of subdivision streetlights is tied to individual addresses. You will be required to sign for the light if the utilities are in your name, and it will become part of your monthly bill. Turning off the light is not an option.

**SATELLITE INSTALLATION & REMOVAL:**

Tenant must receive approval in writing from Landlord prior to installation of satellite dish. If tenant decides to use satellite provider, they must remove satellite at the end of their lease or they will be responsible for a \$50 removal fee.

**VACATE POLICIES:**

**Lease Breaking for All Non Month-to-Month Leases:**

- Southern Properties, LLC has a standard lease-breaking fee equal to 3 months rent as a penalty charge. In the instance where the tenant finds a suitable & approved tenant at the tenant's expense to fulfill the remaining term of the lease, Southern Properties, LLC will charge one half month's rent as a transfer fee. Tenant must give a full 30 days notice of intent to break the lease. The security deposit cannot be used for penalty purposes

**Standard End to Lease:**

- Your lease is terminated upon the end of the stated original lease period or we have received notice of your intent to terminate prior to the original lease period.

*Initials:* \_\_\_\_\_  
\_\_\_\_\_

RENTAL PROCEDURES AND POLICIES

Standard Notice to Terminate Lease:

- Tenants are obligated to a minimum of 30 days written notice to Southern Properties, LLC of their intent to vacate the unit effective the 1<sup>st</sup> of the following month. Tenants are responsible for giving written notice to vacate by the 1<sup>st</sup> of the month in order to terminate the lease at the end of that month. If tenants give notice **after** the 1<sup>st</sup> of the month, the tenants are obligated to their lease for the remainder of the current month **and** the following month as well.
- The key to notice is the 1<sup>st</sup> of the month. Whether you pay rent on the first or the fifteenth of the month, when you give notice on the 1<sup>st</sup>, you are required to pay through the end of the calendar month.
- Tenants may want to additionally email their notice to vacate the unit and request a reply for their records.
- Tenants are required by Missouri State law to give a one month notice which does **not** include the current month.

Standard Right to Show Unit:

- Your unit will automatically be placed on the market for sale or lease one month prior to the end date of the lease and will be shown Monday through Friday between 9:00 a.m. and 7:00 p.m. and on Saturdays and Sundays between 10:00 a.m. and 4:00 p.m.
- You will receive a call prior to all showings, but 24-hour notice will not be required. Reasonable notice is hereby considered to be 2 hours. If no one were home, we would be glad to additionally call your office and/or cell numbers upon request and will leave messages. However, we will give permission to show the unit as long as there has been at least 2 hours notice given or attempted. The agent/owners will knock first and announce themselves before entering. Because this will happen quite often during the last 30 days of your lease, your unit should be left in "neat" condition during these hours. Tenants should post a note as to the location, names and any special requests with regards to pets. It is best to place dogs in a pet taxi or in a bedroom or laundry room with a baby gate.
- Prior to 9:00 a.m. or after 7:00 p.m. Monday through Friday, and before 10:00 a.m. or after 4 p.m. on Saturdays and Sundays, Southern Properties will call the tenant for authorization to show, but will only show by a confirmed appointment.

Extending All Non Month-to-Month Leases:

- If you are in a "term" lease (a lease that expires on a specific date, all annual and short term non month-to-month leases). To determine if your lease is a term lease see Paragraph 1 NLease Term "Terminating On" on your lease. And you wish to renew or extend your lease to a specific date. Notice should be given to landlord, in writing, a minimum of one-month prior to the end of your lease term. Tenants should always follow up their written request with a phone call to Southern Properties, confirming the receipt of their request, and should ask for written confirmation of request. The office will then prepare the paper work for signature(s). Renewals and extensions require the mutual consent of both parties. All tenants must sign a written extension/new lease, which may be subject to an increase in current rental rate and/or new rental policies and procedures.
- If desired Tenant(s) may be able to, subject to availability, extend on a month-to-month basis at the end of the lease term. However, the rent will increase to the current month-to-month rate. **The presumption is that all tenants unless agreed to otherwise by written renewal or extension. The landlord/management co. has no obligation to inform tenants as to when their lease ends as that has been clearly identified at the signing of the lease. As a matter of course, and as a courtesy, you should be contacted by Southern Properties 45-30 days prior to the end of your lease to determine if tenant is planning to vacate or extend. Tenants should notify Southern Properties as soon as they have reached a decision with regards to renewing, in order to prevent their unit from being leased to another party.**

<i>Initials:</i>			

RENTAL PROCEDURES AND POLICIES

MONTH-TO-MONTH

This section only applies to tenants entering into or converting into a month-to-month lease.

Month-to-Month  
Lease Obligations & Landlord's Right to Show

Amendment to the Lease:

Entered into by the parties listed on page 7 of this document  
for the address listed on page one of this document.

**All parties acknowledge that this lease runs continuously until terminated in accordance with the provisions with the attached lease and Southern Properties' Rental Policies & Procedures:**

**Lease Obligations**

- The tenant is responsible for giving written notice of intent to vacate/terminate lease to Southern Properties prior to 5:00 p.m. on the 15<sup>th</sup> of the month to advise landlord of their intent to vacate the property before noon on the last day of that month. **If notice is not received by the 15<sup>th</sup> of that month the tenant will be obligated until the end of the following month.** The tenant must secure written confirmation that their intent to vacate/terminate lease has been received and that the vacate date is either contractually valid or that the suggested vacate date is acceptable to landlord (if proposed date is past the last day of that month). A tenant who does not have written confirmation of their vacate/termination notice will be held legally and financially responsible for their lease **through the end of the following month.**

**Right to Show**

- Once the tenants vacate/termination date has been confirmed, the property will be shown. If the tenant is not going to lease the next month, the property will be shown Monday through Friday 9:00 a.m. to 6:00 p.m. and on Saturday and Sundays from 10 a.m. to 6 p.m. Southern Properties LLC will make all reasonable efforts to contact tenants at known numbers regarding showings.
- Prior to 9:00 a.m. or after 6:00 p.m. Monday through Friday, and prior to 10 a.m. or after 6 p.m. on Saturdays and Sundays, Southern Properties will call the tenant for authorization to show. But will only show by a confirmed appointment.

**Owner's Right to Terminate Month-to-Month:**

- Owner reserves the right to terminate any month to month lease by calling and posting written notice at tenant's residence by **5 p.m. on the 15<sup>th</sup>** or by mail (postmarked no later than the 10<sup>th</sup> of the current month. This notice advises the tenant of the owner's intention to not extend the lease beyond noon on the last day of the current month. Owner will use due diligence in making a reasonable effort to confirm directly with tenants of landlord's intentions to terminate lease. The assumption is that if Southern Properties, LLC or the tenant does not give notice, the lease is extended. Southern Properties will strive to give the tenants as much notice as possible when the need arises to have tenants vacate. Tenants may have the option of entering into a longer term lease if off season vacancy is the reason for the termination request and they can meet needs of new lease term requirements. *Long term leases that ensure occupancy from September through April will always be given preference.*
- Landlord will not terminate any month to month lease which has by addendum been modified to a specific date, i.e. if a month to month lease which began on April 1 was extended by a signed lease extension until September 30, the tenant could not be asked to leave until September 30.

*Initials:* \_\_\_\_\_  
\_\_\_\_\_

**Southern Properties, LLC**

**RENTAL PROCEDURES AND POLICIES**

**CHECKOUT:**

Tenants should contact Southern Properties LLC at least 1 week prior to the end of the lease to schedule a move-out inspection and to return keys and garage remotes.

Tenants should leave the unit as clean as possible. Tenants in furnished units should strip the bedding and leave it on the laundry room floor. Southern Properties feels obligated to rewash ALL bedding and linens. Dishware should be washed, but maybe left out on counters as we will rewash these as well.

All the units are rented with freshly painted or retouched walls in good condition and clean carpets. We appreciate having the units returned to using the same condition. Tenants will be charged for the cost associated with refreshing the units beyond what we consider customary as outlined below.

Carpet cleaning is required for vacating tenants who occupied their unit for more than 6 months at tenants' expense. Carpet cleaning is not required for tenants who occupied their unit for less than 6 months only if they were aware the carpet was cleaned prior to their move in and the carpet shows no visible need for cleaning. You may arrange for a carpet cleaning from a professional company and leave the invoice on the counter, or we will clean them and charge your security deposit account. Under no condition should a rented carpet-cleaning machine be used to clean carpets yourself.

We assume that units will require minimum paint touch-up after each tenant. Damage to walls and touch-up painting will be deducted from the security deposit. Any painting costs over \$75 per year leased will be billed to the tenant if the unit requires a total repaint based on the length of stay and the general condition of the property.

**SECURITY DEPOSITS:**

Your security deposit may not be applied as the last month's rent. The full monthly rent must be paid on or before the 1<sup>st</sup> day of the month, and you must pay your last month's rent as normal. Your security deposit will be mailed to you and will be postmarked on or before 30 days from your move-out date. The security deposit refund check must be made out to all tenants on the lease. It is the tenants' responsibility to provide our office with the correct forwarding address in order to mail any security deposit refund.

**LATE PAYMENT PROCEDURE:**

As stated in your lease, all rent is due on the 1<sup>st</sup> of the month. As of the 2<sup>nd</sup> day of the month your rent is considered past due. You must remit \$5.00 per day beginning on the 2<sup>nd</sup> of the month until your rent is received in our office. Please allow 5 business days for the mail. We must have your check by the day the rent is due to avoid penalties. We do check postmarks as a courtesy only

**INSUFFICIENT CHECK POLICY:**

If for any reason the bank returns a check, there will be a \$30.00 fee assessed to the tenant on that check. In the event of an insufficient check, a \$5.00 per day late fee, as stated in late payment procedure, will also apply in addition to the \$30.00 insufficient check fee.

*Initials:* \_\_\_\_\_  
\_\_\_\_\_

RENTAL PROCEDURES AND POLICIES

**LATE FEES AND INSUFFICIENT CHECK FEES:**

Late fees and insufficient check fees, if not paid prior to or on the 1<sup>st</sup> day of the next month, will be collected first from the next check received from tenant which may cause the next months rent to not be paid in full and would constitute another late fee.

I/We the undersigned acknowledge and agree to the fees and conditions contained herein.

---

*Tenant*

---

*Date*

---

*Tenant*

---

*Date*

---

*Tenant*

---

*Date*

---

*Tenant*

---

*Date*