

## OUR PERSONAL MESSAGE TO YOU

Congratulations on your new home! We welcome you to our area and to your new association with RE/MAX Properties S.W., Inc.

We want to make sure your association with our firm is a pleasant experience and hope you will look for us for all your Real Estate needs. A good relationship is possible when both parties understand their responsibilities and obligations.

As Property Managers, we have obligations to both you, as the resident tenant, and to the Owner of the home. This handbook, **which is part of your lease**, outlines our responsibilities to you and your responsibilities to us and to the home. Please read each paragraph carefully.

Clear communication is the key to a successful landlord-tenant relationship. We are always ready to answer questions or to discuss problems, so please feel free to call.

Thank you ... and again, WELCOME.

Hans Welbergen

Property Manager, RE/MAX Properties, S.W., Inc.

## **TENANT HANDBOOK**

**This Tenant Handbook is part of your lease. This handbook is legally binding both parties. This handbook will continue to be binding when you renew your lease or if you continue to occupy the premises on a month to month tenancy**

### THE HOUSE

You have leased a home...think of it as your own. During the term of this lease, you are in possession of the house and the yard. It is the intention of management/landlord to deliver to you a clean, sound and comfortable home with all the mechanical equipment operating properly. Please notify us in writing of any needed repairs to fixtures, equipment, heating, air conditioning, or plumbing systems. The home is "As Is ". The Landlord will not pay for remodeling, repainting or any other improvements unless agreed in writing before entering into the lease agreement

### PHONE NUMBERS

All residents are required to provide management with their home and work phone numbers. Please notify management if there are any changes to your home or work phone number. Unlisted numbers must also be provided, as we will not release your number to any unauthorized individuals.'

### CONDITION OF THE HOME

We do not make any changes or perform additional cleaning before move in. Any request for changes must be requested in writing before signing the lease and may increase the lease rate.

### KEYS AND MOVE IN

After signing the lease we will contact you to set up a time when the keys can be picked up at our office.. This will always be after 12.00 pm on the commencement day of the lease. A lease will not commence on a Sunday. We may require you to attend a short orientation to explain the lease and tenant handbook to you . It is the Tenant's responsibility to purchase garage door openers ,community pool access keys , community gate access keys ,fobs, stickers and clickers.

### CHECK-IN / CHECK-OUT REPORT

Upon moving in, you will be given a check-in form, which should be filled out and returned to the office within 5 business days. This form is used to establish the condition of the home and is your responsibility to return to our office. If you fail to return it to our office within the time allowed you will be responsible for all existing damage. It in no way guarantees that every item on the list will be repaired or replaced. This list will be used upon move-out to assess damage.

## PAYMENTS

All rents are due and payable in advance, on the first day of the month. Monthly bills will not be sent. Payments can be made online through the Tenant portal (<https://www.orlandoresidence.com/pay-rent/>), or by check, money order or certified funds and made payable to **(unless otherwise stated in your lease)**

**RE/MAX Properties S.W., Inc.**  
**6985 Wallace Road, Orlando, FL 32819**  
**ATTN: Hans Welbergen**

Please mail or deliver to the above address. **WRITE YOUR ADDRESS ON YOUR CHECK OR MONEY ORDER TO ASSURE PROPER CREDIT.** All accounting is done by address of the property. To avoid any misunderstanding, please put your address on every correspondence with the office.

You may pay in person daily from 10:00 am. – 5:00 pm. We do not accept post-dated checks. Rents remaining unpaid beyond the 4<sup>th</sup> of the month are delinquent and are subject to a late fee (NO EXCEPTIONS). Rents remaining unpaid will be forwarded to our attorney for collection and will be subject to all attorneys fees incurred. We will take action, including eviction, and obtaining judgments against tenants who have not paid rent.

## BAD CHECKS

The amount of any bad checks plus the returned check fee allowed by law must be paid in the form of a money order or bank check within 24 hours of notification, or legal action will be taken. After a check is returned to us for insufficient funds, you will be required to pay with money order or bank check. If the bounced check makes your rent payment late, a late fee will also be due. Fees are as follows: Late rent = 10% of rent amount Bounced check = 5% of rent amount

## DEFAULT OF RENTAL PAYMENT

If the rent is not paid by the 5th of the month, your lease and rental agreement may be canceled. You will be responsible for all legal and collection fees incurred in order to collect the due rent. If rent is paid while legal action is in progress, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached if legal action is to be stopped.

## THIRTY DAYS WRITTEN NOTICE

A notice must be given thirty days (30) days prior to the end of your lease period if you intend to move from the residency at the end of the lease. If you fail to give a 30 day notice, your security deposit may be retained. The notice given shall state a definite moving date. Please do not mistake this clause to read that you may move before your lease has expired without penalty. You are required to complete the entire lease. If you should decide to break your lease, your security deposit will be retained in full, and you may incur additional charges if the property remains vacant. (This does not apply to military clause)

## SMOKING

Smoking is not inside the premises. Smoking inside the premises and the presence of smoke odor is consider a major default under the terms of the lease .You will be charged with all cost to remove the odor or smoke stain form the home. You will also be charged for the extended vacancy because of remediation. The associated cost will most likely exceed the the deposit

## UTILITIES AND HOME SYSTEMS

Tenant is responsible for connection and disconnection of all utilities unless otherwise provided in the lease. Tenant is responsible for payment for all utilities in their name including any unpaid balances upon them vacating the property.

Some of our properties may have intercom systems and/or security systems. Should the tenant elect to use these systems any expenses shall be the sole responsibility of the tenant including but not limited to repairs, connection fees, monitoring fees, and/or replacement parts. Any and all installation/repairs must be done by a licensed professional. Any damage caused as a result of installation/repairs or removal of said systems shall be the responsibility of the tenant. All contracts entered into for these systems must be approved by the landlord prior to installation. Landlord must be provided with any access codes.

## DAMAGE AND CLEANING

The forfeiture of deposit as a penalty for premature cancellation of the tenancy does not excuse you from other obligations of your lease. You must leave the premises clean, undamaged and ready for occupancy. Check-in and check-out inspections are required. If damage exceeds your security deposit, you will be responsible for all expenses incurred.

## TRASH, GARBAGE AND RECYCLING

All garbage, trash and recycling materials must be placed in appropriate containers. All containers are to be discreetly stored. Garbage and trash will be placed out for pickup twice a week, recycling, once a week. Lawn and yard debris will be bundled or placed in proper containers and placed out on the appropriate day for pickup.

## DISTURBANCES, NOISE AND NUISANCE

Your family and your guests will be expected to conduct themselves in a way that will not offend or disturb the neighbors or passerby's. Any activity that causes excessive, noise, traffic or disturbance of any kind is cause for eviction. This includes loud, lewd music, vulgar or profane language. If your music can be heard outside the perimeter of the premises you lease, it is considered too loud.

## KEYS AND LOCKS

At least two keys to every outside lock are issued at the time of possession. Alternations or replacement of locks, installations of bolts, knockers, mirrors or other attachments to

the interior or exterior of doors requires the approval of management. Management must have keys to each lock in the house. You will be charged for re-keying all locks if all keys are not returned to management when you vacate the premises. This applies for any gate clickers/cards, pool keys or garage door transmitters, you will be charged the full replacement value if they are not returned. If you are locked out, you may borrow a key from management Monday through Friday 9:00 am. to 5:00 pm. You will be charged \$75.00 for any key that is not returned.

#### PLUMBING ABUSE

Please do not allow anyone to throw anything into the plumbing system or to use it for any purpose other than for what it is designed. You will be responsible for any damage or stoppage caused by misuse. After ten (10) days of occupancy, you will be charged for any stoppage unless caused by mechanical failure of the plumbing system.

#### EXTERMINATION

If you have a pest problem within the first seven days of occupancy, please advise management so that we may have the problem treated. Management assumes no responsibility for the control of roaches, ants, fleas, lawn pests or other pests after that time, unless stated in your lease. Extermination shall be the responsibility of the Tenant, with the exception of rodents (rats opossums or squirrels) that have penetrated the roof or walls and wood destroying organisms.

However, if the Tenant has kept the home or lawn in a manner that attracts these pests such as but not limited to leaves, garbage or waste left uncovered or in unsealed containers and/or wood piles or mulch against the house or trash piled up so as to become a nest for such creatures. In this case the Tenant shall bear all expenses to remove, sanitize and repair any damage to the structure. Any treatments must be done by professionals and scheduled through our office. Please notify management if you suspect any termites, rodents, pests or wood destroying insects around the house or grounds.

#### WALLS AND CEILINGS

You are expected to keep the walls of the home clean and unmarred. Do not paint or wallpaper the walls without prior approval of management. You are welcome to hang pictures on the walls as long as the holes are patched upon vacating the premises. Plastic screw in wall plugs are not allowed. You will be responsible for extensive drywall repair if you use these plugs.

You will be responsible for all smoke residue and damage to the walls and ceilings.

#### KITCHEN APPLIANCES

Each kitchen appliance must be cleaned regularly. In particular, the stove hood, the filter in the stove hood, the oven, under the burners on the stove and the drip pans. Please do not leave aluminum foil on the drip pans for checkouts. They must be new or clean upon vacating. Please clean under the refrigerator and washer and dryer regularly.

## CARPET CARE

Routine carpet care requires a thorough vacuuming at least once a week to remove the soil from the carpet and keep the pile erect. Shampooing is usually required once a year and is your responsibility. You must have the carpets cleaned professionally upon vacating or this expense will be deducted from your security deposit. Please provide a copy of the receipt from the cleaning company.

## AIR CONDITIONING SYSTEMS

You are required to replace the air conditioning filter every month. Additionally, tenant shall pour one cup of white vinegar into the condensate line at the air handler, quarterly. If you are unsure of where or how to perform this task, it is your responsibility to call our office. This will keep the unit operating efficiently.

## LAWNS AND GROUNDS

If under the terms of the lease you are responsible for the lawn, you are expected to care for the lawn and grounds including mowing, edging, and weeding the planter beds. The yard must be kept free of weeds and turf destroying insects. You will also be expected to care for the foliage and shrubs. Please report any condition that may cause damage to the grounds, i.e. mole crickets, cinch bugs or an infestation of weeds. Tenant shall insure that the lawn is properly watered and is treated with fertilizer. Failure to maintain grounds is cause for eviction.

## DRIVESWAYS AND WALKWAYS

You are responsible for keeping, driveways and walkways clean, and free from motor oil and ,dirt and mildew.

## SATELLITE DISHES

Satellite dishes shall not be mounted by screws or bolts on any part of any permanent structure on the premises.(roofs, walls, porches, screen frames)

Tenant will be billed the cost of any repair and a \$250 service fee as additional rent if a satellite dish is mounted in an unapproved manner. Satellite dishes shall be installed on a pole a tripod or similar, or clamped to a part of the structure in such a way that it will not damage the structure. Satellite dishes can not be installed in the front yard and installation has to meet HOA requirements.

## PETS

No pets, animals, snakes or birds, etc. of any kind are allowed on the premises unless you have written permission. If permission is given, you will be required to pay a pet fee that will not be refunded. You will be charged for any damage caused by the pet, which may include treatment for fleas, repair or replacement of carpet, or filling up of holes in the yard. Additional pet agreements must be signed in order to keep a pet on the property. A \$500.00 unauthorized pet fee will be charged as additional rent if we find an unauthorized

pet on the premises. This includes pets from visitors. You will receive a 7 days notice to cure. In the event the unauthorized pet(s) are not removed after notice, Tenant(s) will be subject to eviction.

## GUESTS

Any person or persons staying more than the time allowed in the lease will be considered an unapproved occupant unless prior written permission is obtained from management. Only those persons listed on the application for rental have permission to occupy the premises. You will be responsible for the behavior of your guests. All portions of this agreement apply to your guests.

## MAINTENANCE AND REPAIRS

Report maintenance on by completing the form at <https://www.orlandoresidence.com/maintenance/>  
You are expected to maintain the home and keep it in the condition it was given to you. All request for repairs have to be in writing by using the form on the tenant portal  
Management/landlord will complete only repairs required because of normal wear. You will be charged for repairs caused by misuse or neglect. The tenant shall be responsible for all repairs under the repair limit as stated in your lease. Any repairs that exceed the repair limit shall be borne by the Landlord.

All “breakdowns,” system failures and structural defects must be reported to management immediately. If an urgent repair is needed (i.e. hot water heater leaking) you are responsible to stop further damage from occurring, if possible. If there is a leak, stop the water source immediately. If the problem is electrical, turn off the breaker serving that appliance or area until the repairman arrives. Management/landlord will make any necessary repairs within reasonable time. If you defer repairs which are your responsibility, you will still be charged for the repair upon vacating.

### **Examples of maintenance you are expected to so at your own expense:**

Replace light bulbs, torn or damaged screens  
Replace or repair cabinet catches, knobs, or handles  
Replace A/C filters **Every Month**  
Re-light gas furnace, hot water heaters and pool heaters  
Replace batteries in smoke detectors; notify management if smoke detector does not work

### **Examples of repairs management will make at no expense to you .**

Annual maintenance of A/C systems .  
Replace heating units for the hot water tanks  
Repair leaks in roof  
Remove broken electrical components  
Repair or replace rotted wood  
Treat for termites

### **Examples of repairs for which you will be held responsible:**

Replace heating elements in hot water tanks if caused by empty tank  
Repair plumbing due to misuse or neglect.  
Repair of garbage disposal.  
Unusual damage or excessive wear on any floor, wall or ceiling surface  
Destruction of lawn, trees or shrubs caused by pets or neglect such as lack of water

#### UNAUTHORIZED REPAIRS

Please consult your lease agreement regarding your own repair responsibilities. All repairs must be authorized by management. Under no circumstances are you to make or authorize any repairs or replacements unless authorized by the terms of your lease agreement. If this occurs, your LANDLORD will consider you in full breach of your lease agreement and use all remedies available as allowed by the lease and law. You will not be reimbursed for an unauthorized repair or replacement. Rent cannot be withheld because of needed repairs nor can the cost of needed repairs be deducted from rent.

#### INSURANCE

We strongly suggest that you carry renter's insurance, as the landlord's insurance will not cover any loss that you incur.

#### COMMUNITY AMENITIES

Any community amenities available to the tenants shall be the tenant's responsibility to arrange access for use, including key/card fees. Should the property be in a community that offers amenities such as a community pool, recreation building, workout room or tennis courts the tenant shall be held liable for any fines or damage cause by them or their guest's misuse, neglect or injury. Furthermore, tenant agrees to abide by all rules of the Association.

#### POOLS

If your home has a pool, it is the responsibility of the tenant to maintain the pool unless otherwise stated in your lease. This is to include cleaning, maintenance, and condition of water, balance of chemicals, regular brushing, replacement filters and vacuuming. If at anytime management finds the pool in substandard condition, a pool service company will be sent to bring the pool back to proper condition, at the tenant's expense. You are responsible for maintaining the pool deck in clean condition.

#### END OF TENANCY

Upon receipt of WRITTEN notice to vacate, the property may be listed for sale or rent. We normally do not show the property before the last 30 months of the tenancy. The property must be available and in good showing condition. We will make every effort to give you reasonable notice to show the property. If however, we are unable to contact you, or if you do not return our calls, the house will be shown. You will be charged additional rent equal to a half month's rent if we are unable to show because you block access to the premises and/or or keep the home in good showing condition.



## RENEWAL OF LEASE

Lease rates are determined by market conditions and the lease rate may increase. No month to month tenancies will be allowed. The new term is for a minimum of one year unless agreed otherwise. Leases with a term less than one year are subject to a \$150 renewal fee. You need to call management to arrange the annual inspection. Management will not offer you a new lease without passing the annual inspection. You need to request the lease renewal more than 30 days prior to lease expiration. Lease renewals requested within the last 30 days of the lease are subject to a \$150 renewal fee.

## MOVE-OUT INSTRUCTIONS

You need to leave the premises clean and undamaged and follow the move -out instructions.

All of your furniture and personal items must be removed from the house before an inspection can be performed. You may not stay in the home after the inspection is complete. Keys, fobs, pool cards, gate clickers and remotes have to be returned at the time of inspection.

Remove all personal items and trash from the house and yard. It is not allowed to leave trash curbside. We will hire a trash removal service at your cost if you leave items and trash.

Replace any light bulbs that are not working.

Replace smoke alarm batteries.

Replace air conditioning filter(s)

Leave the walls and floors clean and unmarred (inside and outside). Remove all nails and screws in walls and repair nail holes.

Have the home professionally cleaned.

Clean appliances thoroughly (refrigerator, range, dishwasher, a/c). All appliances should be pulled away from the wall and the floors under the appliances must be cleaned.

Clean kitchen and bathroom cabinets, counter tops, and floors thoroughly.

Clean and disinfect bathroom showers and tubs, all soap scum must be removed from walls and shower doors.

Clean all windows and window sills. If blinds are dusty or dirty, they must be cleaned.

Clean ceiling fans

Make sure the home is free of odor from smoking (smoking is not allowed inside the premises), pets and cooking.

Remove spiderwebs, mud bugs and hornet nests from exterior walls

Secure all screens for windows and sliding doors. Make any necessary repairs to screens.

Mow and edge yard, trim bushes, and remove weeds from planter beds. (If you are responsible for

yard maintenance.)

Repair any damage caused by pets to house or yard, (i.e. repair and paint scratched baseboards and trim, fill holes in yard, replace damaged sod).

Hire a professional carpet cleaning company to clean and Scotch guard / re-protect the carpeting once you have removed your furniture and personal belongings ..Provide receipt to management. We strongly recommend Orlando Carpet Cleaning 407-574-7348 **You will be charged additional rent for the days we can not re-market the property if you fail to properly clean the home and /or carpets. You will also incur a \$100 service fee as additional rent for your failure to arrange cleaning.**

### CHECK-OUT INSPECTION

The home needs to be **vacant and professionally cleaned** at the termination date of your lease.

Inspections will be made only after you have cleaned and vacated the premises.

Inspections will be held at business hours only. POWER AND WATER MUST BE ON DURING INSPECTIONS. DO NOT SCHEDULE YOUR UTILITIES TO BE TURNED OFF UNTIL AFTER THE INSPECTIONS. Please ensure that all repairs/maintenance is done prior to the inspection. Tenant may not make any repairs or access the property after the inspection has been completed.. You are requested to be present for the inspection, although it is not necessary. Move out inspections should be scheduled in advance by calling our office for an appointment.

Inspections will be held between no later than 4 pm on the expiration date of the lease .

If you can not be present at the inspection, deliver keys and garage door opener to our office no later than 4 pm at the expiration date. If you cannot be present, management's inspection report will be final. garage door openers must be returned at the inspection.

### SECURITY DEPOSIT

Your security deposit will be refunded to you at the end of your tenancy when you have completely vacated and after an inspection has been made of the premises. **The security deposit may not be used as the last month's rent.**

Your deposit will be refunded if you do the following:

Give thirty (30) days written notice prior to vacating

Cooperate with our showing requests.

Comply with the move out instructions

Pay all charges, fees and rent due

Provide a forwarding address and phone number.

Your security deposit will be mailed fifteen (15) days after you have vacated the premises, if there is no claim for damages. Should there be a claim for damages you will be notified within thirty (30) days of vacating the premises.

All security deposits are being held in a non-interest bearing escrow account .

-I have received , read and agree to the responsibilities as outlined in the Tenant handbook

Initial: Tenant(s)

handbook .  
-I have received the move in checklist.

<b>TENANT</b>	<b>Date:</b>	<b>TENANT (S)</b>	<b>Date:</b>
_____		_____	
<u>Print name (s)</u>		<u>Print name (s)</u>	

## 30 Day Notice

Please email the completed form to [hans@orlandoresidence.com](mailto:hans@orlandoresidence.com) at least 30 days prior to expiration of your lease ..If this notice is not received 30 days prior to expiration , the home will be relisted in the MLS and the new published rate will apply.. Lease renewals requested **within** the last 30 days of the lease are subject to a \$150 renewal fee.

Address of property:

I will not not renew my lease and vacate at the end of this term.

I would like to renew my lease . Please contact me with the new lease rate.

My/our current information is

Name Phone Cell

Car(s) Make /Model:

Name Phone Cell

Car(s) Make /Model:

Name Phone Cell

Car(s) Make /Model:

Name Phone Cell

Car(s) Make /Model:

Name Phone Cell

Car(s) Make /Model:

Initial: Tenant(s)

Pets:

No Pets

Current type , breed,color,weight and name of pet

**Your signature(s)**

Initial: Tenant(s)