

Rental Policies & Procedures

Tenant Name(s) _____

Address _____

Lease Start _____ Lease End _____

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

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

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 lease begins. At this time, Southern Properties LLC will collect rent for the first month if it has not already been remitted. Tenant will receive the following:

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 months rent by cash, check, money order, or certified check for no fee, you can also pay by electronic auto debit from checking, or using a Major Credit Card for a small convenience fee and authorization form will also be required. After that, if you wish to have your rent automatically charged to your Credit Card or auto debited from your checking account that may be done as well for a small convenience fee and after filling out an authorization form. You can make these types of payments online through your tenant portal on our website or over the phone. Our preferred method is by check, or auto debit from checking.

INSPECTION

We have already inspected your unit; 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 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.

All carpets will be professionally cleaned between tenants. Tenants may have the carpets cleaned by a vendor of their choice. Upon exiting, tenant may fax, email, or place receipt for cleaning on their kitchen counter top. If tenant does not clean the carpets, tenant understands that management will have carpets cleaned and the cost of cleaning will be deducted from the tenant's security deposit.

Southern Properties, LLC

PET POLICY

Pets are allowed on a case-by-case basis (no vicious breeds are approved) at the owner's discretion with a \$300.00 (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 woodwork, scratched sheet rock and eaten or 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 9:00 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 addressed, 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 \$100.00 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 nonfunctioning dishwasher we will look forward to speaking to you on the next business day. Feel free to leave us a detailed message at anytime.

If the nature of the problem is deemed NOT an emergency & a service call was made to the unit by a service man listed below, the tenant will be responsible for their service bill in full.

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.

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

For non-emergency maintenance, contact Southern Properties at The Susan Horak Group.

Phone: 573-447-2146

Fax: 573-447-0155

Email: southernproperties@susanhorak.com

Intials: _____

The following are phone numbers of whom you should call in case of an emergency.

Please call and leave messages in the order listed.

SOUTHERN PROPERTIES

Susan Horak's Office: (573) 447-2146

Susan Horak: (573) 864-0160

(573) 874-2249

Molly Horak: (573) 999-2073

Electrical

Howard Electric

Michael Wertzberger:

573-881-9888

Air Condition/Heating:

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

Plumbing:

Wallace Plumbing: 573-449-4014

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

Southern Properties, LLC

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

(Utility company's phone numbers provided in welcome packet.)

We will disconnect on lease start date or next business day.

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. The bill is only \$11.00 per month (plus tax). 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.

Intials: _____

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 1st of the following month. Tenants are responsible for giving written notice to vacate by the 1st of the month in order to terminate the lease at the end of that month. If tenants give notice after the 1st 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 1st of the month. Whether you pay rent on the first or the fifteenth of the month, when you give notice on the 1st, 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.

Southern Properties, LLC

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 – Lease 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.

Initials: _____

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 1 of this document for the address listed on page 1 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.

Southern Properties, LLC

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 15th 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 15th 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 – 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 15th or by mail (postmarked no later than the 10th 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.

Intials: _____

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.

Southern Properties, LLC

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 1st 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 1st of the month. As of the 2nd day of the month your rent is considered past due. You must remit \$10.00 per day beginning on the 2nd 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 \$60.00 fee assessed to the tenant on that check. In the event of an insufficient check, a \$10.00 per day late fee, as stated in late payment procedure, will also apply in addition to the \$60.00 insufficient check fee.

LATE FEES AND INSUFFICIENT CHECK FEES

Late fees and insufficient check fees, if not paid prior to or on the 1st 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.

Intials: _____

LOCKOUT FEE

We do not charge a fee if you come to our office during normal business hours to get a key (which needs to be returned within 48 hours or there is a \$30 charge) to unlock your house; you will be asked to show identification for our tenant's security. There is a fee of \$30 during normal business hours if you require us to come out and unlock your home, \$60 after 5pm or on weekends. This service is a privilege, not a right, but one we are happy to perform, schedules permitting. Local locksmiths will also perform this service for you if we are not available at your cost.