

Tenant Acknowledgements



I (We) acknowledge that the Tenant Lease Video from the Texas Association of Realtors may be watched online at www.empireindustriesllc.com

I (We) acknowledge receipt of Empire Industries Tenant handbook and understand that they are an addendum to and part of the Residential Lease Agreement.

I (We) acknowledge receipt of the Inventory & Condition Form and understand that it must be completed and returned to Empire Industries within 3 business days of the lease commencement date.

I (We) acknowledge that utilities may not be on at the property and I must order them and transfer service immediately to avoid an interruption in service.

I (We) acknowledge that we may not attempt to touch up the paint when you give notice to vacant. Minor touch-up paint is considered normal wear and tear on the home, and we will take care of all touch-up painting. If you attempt to do the touch-up paint and it does not match, then it could result in doing a full paint of the home for which you will be charged a minimum of \$1.15 per square foot.

I (We) acknowledge the \$15.00 processing fee must accompany all rent payments that are not paid online.

I (We) acknowledge the \$55.00 processing fee must accompany all rent payments that are brought to the office.

I (We) acknowledge that unauthorized occupants are not allowed and that there will be a \$500 per person charge, plus \$10.00 per day additionally, for each violation of the occupancy restrictions, per the lease agreement. I (We) acknowledge Empire Property Management has a **Zero Tolerance Policy for late rent payments and will not waive or negotiate late fees.**

Rent is due in our office on or before the first day of the month. No exceptions Even if the first is a Sunday or Holiday.

Do we ever make an exception to this policy?

Fair Housing Laws require that we treat every tenant equally and the only way to do that is to enforce the rules the same way for everyone, therefore we enforce late charges across the board.

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I (We) acknowledge that the lease agreement gives Empire Industries authorization to have periodic property inspections performed for the property owner.

I (We) acknowledge that the lease agreement gives Empire Property Management authorization to place the property on the market for rent and show the property for the last 30/60 days of the lease agreement.

I (We) acknowledge receipt of a copy of Protecting Your Home from Mold.

I (We) acknowledge receipt of a copy of Renters Insurance Information.

I (We) acknowledge that we must change A/C filters every month.

I (We) acknowledge that in order to prevent misunderstandings, all Tenant communications with Empire Property Management must be through the resident portal.

I (We) acknowledge that all repair requests must be in writing. Maintenance requests can be placed through our resident online portal at www.empireindustriesllc.com

Note: emergency repair requests may be called in, please follow up these requests in writing.

Mailbox keys are only issued by your local Post Office branch. You can pick up your mailbox key by calling (800) 275-8777 Ask USPS – Press 00 to bypass the main menu - Give the customer service person your address and zip code and they will tell you which Post Office services your property.

Non Disparagement / Representations - OWNER, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web-based, cloud based, or “review” type publication site, effective the date of this agreement. This provision relates to remarks/statements/publications/ opinions/evaluations or any other thought process reduced to writing regarding: (1) this agreement; (2) any parties’ performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of this property. If any dispute arises regarding whether any remark, statement, or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark, statement, or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours of said requests. OWNER, TENANT, and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at three hundred dollars per day



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for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/statement/representation. OWNER, TENANT, and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and/or Texas Constitutions or other codified statute, regulation, or code and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration or cancellation of the lease and this agreement in enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.



Tenant Charges

Failing to Transfer Utilities Fee - \$75

Fee charged when tenant fails to order utilities in a timely manner. Tenant is also billed for the cost of utilities from the day the lease starts. Example: two weeks after the lease has started, we get a call from the owner stating the water bill has not been transferred over into the tenant's name. This causes us more work as we have to make a record of this, notify and bill the tenant for the two weeks utility usage, and then follow up with all parties. To avoid this fee, tenant must make arrangements to transfer any and all utility services prior to the lease start date.

"Notice to Vacate" Eviction Posting Fee - \$75

This fee is charged when rent is late and the eviction process has begun. The \$75 charge will be assessed to the tenant in addition to late charges.

Certified Letter Fee - \$25

This fee will be charged for any occasion the tenant is sent a certified letter for negative reasons. Examples are: a pending eviction, an unauthorized pet, failure to respond to email and telephone correspondence from Empire Property Management; or any other lease violation.

Locked Out - \$75

This fee is charged if a resident is locked out and needs Empire to let them into the property.

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After Hours Maintenance Fee - \$100

This fee is for each occasion that an after-hours maintenance call is required for a routine service call. We understand that tenants have careers and can only be home at certain times after work or on the weekends -- the same applies to our staff. It is the policy of Empire Management to not perform any work on a property without the tenant being there to allow access to the home. We feel this will avoid any issues of missing items in the home or any uneasy feelings of key security. This fee will be assessed on a case by case basis and does not apply to emergency service calls such as a water issue.



Maintenance Deductible - \$100

This fee is for any maintenance call except for the maintenance described in the Texas Property Code and for any water related maintenance.

Stop Payment Fee - \$50

This fee is charged if a tenant does not receive a check from Empire Property Management for any reason that is the fault of the tenant. An example would be if we were provided the wrong forwarding address and our check to you is lost in the mail. This necessitates a stop payment on that check and reissuance of another check. We are charged a fee for stop payment by our bank and that cost would be passed along to the outgoing tenant.

Re-Issue Check Fee - \$25

This fee is charged to tenant when, through the fault of the tenant a check is lost and Empire Management must re-issue a check to them. It usually coincides with the stop payment fee.

Failure to make the property accessible for showings for any reason Fee - \$100 per occurrence

If Landlord or Landlord's agents are denied or are not able to access the property for any reason: Pets, Deadbolt left lock, Security System Armed, Etc.

HOA & Lease Violation Administration Fee - \$25

This fee will be charged anytime the homeowner or Empire Property Management receives a letter for rule enforcement from the Homeowner's Association (HOA) and/or tenant has violated a condition of the lease agreement.

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The most common examples are the lawn needing to be mowed and edged (tenant responsibility), the garbage cans left insight from the street on nongarbage pickup days, unauthorized boats or trailers parked in the driveway or on the street, A/C filters not being changed monthly, unauthorized pet on the property, unauthorized trampolines, etc. If any notice is received from the HOA or lease violation occurs because of tenant violations of the rules or lease agreement, there will be a \$25 charge added to the tenant ledger.



Make Ready Coordination Fee - \$150

If Empire property management has to coordinate anything to do with a make ready once the resident moves out the resident will be charged a make ready coordination fee. The resident will give back the house in the same shape as received. This includes carpet cleaning, house cleaning missing light bulbs etc. This does not include any normal wear & tear items.

Move In/Move Out Report Fee - \$89

Empire property management provides a move in and move out assessment report for the resident upon move in and move out. The report is uploaded to the resident portal. The \$89 fee is for both reports and is charged upon move out.

If Empire Property Management must re-inspect property for a Tenant’s lease violation, Tenant will also be charged a \$55 inspection fee per occurrence.

All charges listed above are assessed on a case by case basis. This list does not encompass all possible charges that can occur in the handling of tenant issues during and after the term of the lease agreement.

Annual Pet Inspection Fee - \$100

Charged only if resident has a pet. Empire will perform a yearly pet inspection to determine if the pet is causing any damage and to make sure the pet is the same one that is on file.

Tenant

Date

Tenant

Date

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