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TENANT HANDBOOK

A GUIDE TO A SUCCESSFUL TENANCY

WELCOME TO TYSON PROPERTY MANAGEMENT

Thank you for selecting your new home from Tyson Property Management! We are pleased to have you as a new Tenant and hope your experience is a pleasant one. Our goal is to help you succeed in your tenancy with Tyson PM and to be comfortable in your new home. We believe that to best help you succeed, it is important that you understand your responsibilities and obligations under the lease you have signed. Therefore, we are providing this handbook as a quick guide to help you navigate your lease and to make you aware of our policies and procedures. Please read through this carefully.

For the most up to date version of this handbook, please check our website at www.tysonprop.com.

Tyson Property Management is the Exclusive Agent of the Property Owner operating under a written management agreement. As Professional Property Managers, we have obligations to both you, as the Tenant, and the Property Owner to uphold the lease agreement, uphold our Broker Duties and to ensure all parties are following all applicable laws. We are a Fair Housing Provider. We are members of the National Association of Residential Property Managers and the National Association of Realtors and hold ourselves to their ethical and professional standards.

We believe that *communication is the key* to a successful relationship. We are always ready to answer any questions that may come up. We hope you enjoy your new home!

From our Team at

TYSON PROPERTY MANAGEMENT
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When You First Move In

Get to Know Your Home

When you first move-in, it's important that you take a quick tour to orient yourself with the location of all of the following items within the home and ensure that you are acquainted with their operation:

- ✓ Electrical: Circuit breakers & GFCI outlets
- ✓ Plumbing: Main Water Shut Off & water shut offs at each plumbing fixture
- ✓ Safety: Fire extinguishers (one per floor) & smoke detectors
- ✓ Heating & Cooling controls; check settings
- ✓ Sprinkler control box; check settings
- ✓ Convenience Items: fan remotes, gas fireplace keys, etc.

For more specific information on each of these items, please refer to the <u>Maintenance</u>, <u>Damage & Repair</u> section of this Handbook.

Locate Main Water Shut Off

It is important that you locate the main water shut off, so you are prepared in the event of a water emergency. The main shut off is usually located at the street for older homes and near the water heater for newer homes. There should be a tag located on or near the water heater that indicates the location of the main shut-off in your home or instructions on who to call, if necessary. If you do not see this tag by the water heater and are unable to locate the main shut-off, please call our office at 505-323-2104 so we can help you locate it.

Move-In Checklist

Before you start moving furniture into the property, please take some time to complete the Move-In Inspection via the ZInspector3 App. Instructions on how to access and complete this report will be emailed to you. You will be able to take pictures of any items that you note in your report within the application, and these will be shared back with our office. The best time to evaluate the home is while it is vacant and free of any personal items. You have five (5) days to complete your Move-In Inspection report, and we do recommend you take a few days to complete the report so you can add any additional items that you may notice in the course of occupying the home. Be sure to save a copy of the report for your records. If you are having any issues accessing the ZInspector3 App to complete your move-in checklist or if you require a paper copy of the checklist instead, please send your request to inspections@tysonprop.com.

Please be aware that while we do perform our own move-in inspection prior to your occupancy, some issues are not readily apparent during the visual inspection and therefore may not be found until after you have started living in the home. If there are any issues in need of immediate attention, please be sure to submit an Online Maintenance Request through your <u>Online Tenant Portal</u>.

Mailbox Keys

If the home you are using has a cluster mailbox, you will need to contact the Post Office to receive your mailbox assignment and keys. To find the Post Office closest to your new home, call 1-800-ASK-USPS (1-800-275-8777)

or go to https://tools.usps.com/go/POLocatorAction!input.action and enter the zip code for your new home. You may need to take a copy of your lease into the Post Office for verification.

Tenant Online Portal

Upon moving in, please be sure to set up your <u>Tenant Online Portal</u>. Through your portal you will be able to make your rent payments, view your balance, submit maintenance requests, provide your Renter's Insurance policy documentation, and view shared documents such as a copy of your lease. For more information or help with your portal, follow this link: https://www.appfolio.com/help/online-portal.

General Rules & Regulations

Part of Your Lease

This handbook references and further details your obligations and responsibilities under your lease. Therefore, this document is an extension of your lease agreement.

The Property

By renting this property, you are responsible for the home and yard for the duration of your tenancy. Please care for it as your own. Your obligations are similar to those of the owner therefore, you are expected to care for and maintain the property accordingly.

You may only use the property as a residence. At no time are you authorized to operate a business out of the property unless you received prior written authorization from the Owner and that have an active business license. The business must be of a nature that cannot be seen, heard, or smelled by the neighbors and may not violate any other policies within the lease agreement.

Occupancy & Guests

Only the occupants listed on the lease are authorized to be living in the home for any period of time.

If you are expecting guests in your property, you must notify us in writing if they will be staying for more than ten (10 nights) and/or three (3) or more nights per week on a continual basis. If it is determined by Tyson PM that the requested 'guest' should be considered an Occupant, they will need to be added to the lease in order to continue residing in the property. To be added to the lease, the new Occupant will need to complete a Rental Application (if over the age of 18) and pay the application fee. If they pass the screening process, all Tenants will need to sign an Amendment to the Lease adding on the new Occupant. There will be a processing fee charged for the Amendment.

All Occupants and Guests are required to treat the property with respect and adhere to any restrictions under the lease for use of the property; especially our Pet, Non-Smoking, Crime and Drug Free housing polices. You will be held fully responsible for any damages or lease violations caused by any Occupant or Guest to the property. Children must always be supervised by a Responsible Adult while on the property.

Contact Numbers & Emails

It is important that we are always able to reach you while you are occupying a Tyson PM property. Please make sure that you have supplied our office with current and working phone numbers and emails for each Tenant on the lease. Any phone number or email updates can be sent to help@tysonprop.com.

Absence from the Property

If you will be unavailable for an extended period of time (more than 7 days), please contact our office to notify us of your absence and provide us with the name and phone number of the person that you will have watching the property in your absence. If there is an emergency at the property and we are unable to reach you, we will enter the property to address the issue. Please be aware that any damage caused by or made worse by your absence or unresponsiveness will be charged back to you.

Rental Payments

<u>Your rent is due on or before the first of every month.</u> It is your responsibility to ensure that your rent is received in our office by this time. We do offer a 3-day grace period as a courtesy to our Tenants, however, to avoid any delays to your payment which may cause it to be considered late, you should always plan to pay your rent by the 1st of the month, not the 3rd (last day of the grace period).

We prefer to receive all rent payments online via your Tenant Portal. Your tenant portal offers a free payment option if you choose to use your bank account. There is a third-party processing fee charged if you choose to use a credit card instead. You may also request a PaySlip from help@tysonprop.com which you can use to conveniently pay your rent at various retail locations.

If you are unable to pay your rent online or via a PaySlip, we will accept payments in the form of checks and money orders that are mailed into our office and must be post marked before the 1st of the month. There will be a \$5 per check processing fee charged for all payments delivered to our office. **Never attempt to leave a payment in the lobby of our building or try to slip it under our door. Payments without supporting proof of receipt will not be honored.**

Non-Sufficient Funds

You are responsible for ensuring that you have adequate funds available for your rent payment each month at the time of initiation and that the funds remain available until your rent payment has cleared. If your rent payment is returned for non-sufficient funds or for incorrect account information (NSF), you will be charged a \$35.00 NSF fee and you must submit a new rental payment. If the NSF occurrence causes your rent to be late (past the 3-day grace period), you will also be charged a late fee in accordance with the terms of your lease.

If you have two NSF occurrences, your online payment option will be deactivated. You will only be able to submit all future rent payments in the form of certified funds for the remainder of your tenancy. Certified funds can be a money order or cashier's check and must be mailed to our office with a post mark date before the 1st of the month.

Default on Rent

In the event your rent payment is not received by the end of business on the 3rd day of the month (last day of grace period), you will be in default on rent and a late fee of 10% of the rent amount will be automatically charged to your account. A 3-Day Notice for Non-Payment of Rent will be sent out to you via email and US postal mail which will include a demand for payment in full and a deadline to pay to avoid further action. You must submit the rent payment along with the late fee and any other outstanding balance due on your account in full via certified funds to our office before the deadline noted on the 3-Day Notice.

If payment is not received by the deadline, the next step will be a Petition for Restitution filed with the courthouse which will initiate the eviction proceedings and additional court fees will be charged to your account. You will have up until the court date to bring in the full balance owed (rent, late fee, court fees and any other outstanding fees) on your account to avoid the eviction proceedings. However, if we have previously filed a Petition for Restitution twice previously for delinquent rent, on the third filing, we will no longer accept payment and will proceed with the eviction proceedings. We would like to avoid this outcome as much as you, so please be mindful and submit your payments timely.

Utilities

Unless otherwise specified in your lease, you are responsible for the payment of all utilities; electric, gas, water, sewer, trash, cable/satellite, internet, etc. You must ensure that electric, gas, water, sewer, and trash services are always on and paid in full for the duration of your Tenancy. Prior to move-in, you must have services set up in your name as of your move-in date. Upon move-out, you must ensure that services are taken out of your name as of your move-out date, but do not request that services be shut-off. Any interruptions in services for non-payment will be considered default on your lease agreement and could result in fines or additional penalties on your account.

<u>Electricity:</u> Public Service Company of New Mexico (PNM) 505-246-5700, FAX 505-246-5770, http://www.pnm.com

PNM is the company responsible for electric services. You will need to contact this company to get services switched into your name prior to your move-in date. PNM will give you a confirmation number that you will need to provide to us before you can pick up the keys for your rental. If there is any overlap in your occupancy date and the start of services, please send a copy of the bill to help@tysonprop.com (or we will provide you with the bill if it was received on our end) so the charges can be pro-rated as of your move-in date. You are responsible for this bill from the date of occupancy to either the day your lease is up and/or to the day you vacate the premises. When you vacate, you will need to notify PNM of your move-out date so they will stop billing the services to you. If there is any overlap at move-out, the bill will be pro-rated by Tyson PM.

<u>Gas:</u> New Mexico Gas Company 888-NM-GAS-CO (888-664-2726), FAX 505-697-4494, http://www.nmgco.com

NM Gas is the company responsible for gas services. You will need to contact this company to get services switched into your name prior to your move-in date. NM Gas will give you a confirmation number that you will need to provide to us before you can pick up the keys for your rental. If there is any overlap in your occupancy date and the start of services, please send a copy of the bill to

help@tysonprop.com (or we will provide you with the bill if it was received on our end) so the charges can be pro-rated as of your move-in date. You are responsible for this bill from the date of occupancy to either the day your lease is up and/or to the day you vacate the premises. When you vacate, you will need to notify NM Gas of your move-out date so they will stop billing the services to you. If there is any overlap at move-out, the bill will be pro-rated by Tyson PM.

<u>Albuquerque Water, Sewer, Trash:</u> Albuquerque Bernalillo County Water Utility Authority 505-842-WATR (9287), Solid Waste 505-761-8100, http://www.abcwua.org/

https://www.cabq.gov/solidwaste

The Water Utility Authority provides the water, sewer and trash services for all homes located in Albuquerque. You do not need to contact the water company to switch services into your name. Each month the bill will automatically arrive at the property addressed to the "Current Resident". You are responsible for this bill from the day of occupancy to the day your lease is up and/or until you vacate the premises. If you take possession of the property in the middle of a billing period, please send a copy of the bill to help@tysonprop.com so a prorated amount can be reimbursed to you. When you move-out, we will pull up the last water bill and will charge you for the pro-rated amount through your move-out date and will automatically deduct this from your security deposit. If you have already submitted a payment, please send proof of payment to help@tysonprop.com.

The Water Utility Authority will place a lien against the property for unpaid water bills, therefore, we monitor all bills to ensure timely payment. If your water bill accumulates to over \$200.00, we will send you a seven-day notice and the full payment for your water bill must be submitted with your next rent payment to ensure compliance. Do not pay the water company directly in this case but submit the payment to our office and we will forward the payment to the Water Authority. If you fail to submit the payment for the delinquent water bill, the amount will be deducted from your rent which will cause your rent payment to be delinquent and can result in a late fee and further action against you.

Rio Rancho Water: City of Rio Rancho Water Department 505-891-5020, FAX 505-891-5204, http://ci.rio-rancho.nm.us

The City of Rio Rancho Water Department provides the water services for all homes located in Rio Rancho. They require that all customers fill out an Application for Water Services. This application can be found online at http://www.ci.riorancho.nm.us. Click on the Utilities and Sewer Services button, which will direct you to the next page. You can download the application located under the Water Service paragraph. You may mail, fax, or hand deliver this application. All adult tenants on the lease need to fill out an application and include a Driver's License. Rio Rancho Water Department is located on 3200 Civic Center Cir NE, Rio Rancho, NM 87144. Once your information has been entered into their system, you will be issued an account number. You will need to provide us with this account number before you pick up the keys for the property. You are responsible for this bill from the date of occupancy to either the day your lease is up and/ or to the day you vacate the premises.

Rio Rancho Trash Services: Waste Management 1-866-909-4458, https://www.wm.com

Waste Management of New Mexico is the company responsible for sewer and refuse in Rio Rancho. Waste Management does not allow services to be set up in a Tenant's name, therefore these services will not be set up in your name and you will not receive a billing statement for these services. The bills go directly to Tyson PM and are billed twice yearly. You will pay for the annual services up front at move-in. You will be charged a fee of \$235 with your move-in funds (this fee is subject to change annually). In most cases, this fee will cover the sewer/refuse for one year. If you renew your lease for another term, you will be charged for the full services for the subsequent term at the time of renewal.

Trash & Recycling

You are responsible for removing all trash from the property. You must place all trash in the appropriate trash and recycling bins provided by the utility company and located on the property. The utility companies will only pick up trash that is inside the provided receptacle bins. If you have any excess trash that needs to be removed, you can call the utility company for an additional pick-up or for larger items you will need to take them to the property disposal facility on your own accord. Trash and recycling containers must be stored out of sight, either inside the garage or behind the back fence, except for on pick-up days. If any trash or recycling receptacle gets damaged or goes missing, you must contact the utility company to request a new bin, phone numbers have been provided for all utility companies in the Utilities section. When you move-out, please be sure to have all trash removed from the property. If any trash is remaining up on your move-out that needs to be removed, you will be charged for the cost of the removal.

We do encourage all Tenants to use the provided recycling bins and separate recyclable items from trash items. For a list of acceptable recyclable material, please visit: https://www.cabq.gov/solidwaste/recycling/acceptable-materials.

Resident Benefits Package

The Tyson Properties Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature. Residents are automatically enrolled in the program at the onset of a new or renewal lease and to pay the applicable cost of \$51.95/month, payable with rent.

Your RBP may include, subject to property mechanicals or other limitations:

- Air filter delivery directly to your door approximately four times per year. For HVAC properties,
 filters will arrive every three months. For swamp cooler properties, filters will arrive monthly during
 the fall/winter months. For all filter or delivery questions, please email
 residenthelp@secondnature.com.
- Your Identity Theft Protection account will be automatically set up for you with up to \$1M identity protection to protect all adult leaseholders. Dark Web monitoring prevents issues before they come up. Simply watch for your email confirmation with your account details. If the welcome email is missed or you fail to receive it, please use this link to get access to Aura https://my.aura.com/start/secondnature/custpd If in need of support please contact Aura at support@aura.com | 833-552-2123

- Liability Insurance that meets all lease requirements from an A-rated carrier. If you enrolled in the master policy offered in your lease, you're covered. You will receive your Evidence of Insurance via email within 30 45 days. If you have questions, or need to file a claim, visit our dedicated page: https://insurance.residentforms.com/ or contact insurancesupport@secondnature.com. Second Nature Insurance Services, LLC (NPN 20224621)
- Move-in concierge service that includes a one call set up your utility services, cable, and internet services. Visit Move-in Concierge Service for Tenants & Residents | Second Nature to access this program. You will need to know which utilities you are responsible for transferring into your name, as provided within your lease. If an in-person application or a deposit is required, the Utility Concierge service will not be able to facilitate the utility transfer but will provide the application needed to complete the process. Beyond that, the Utility Concierge service will take it from there!
- Resident Rewards Program that helps you earn rewards for paying your rent on time through Pinata.
 Look for your welcome email from Piñata with a custom link. In this email, you will get a link to download the Piñata app through the App Store or Google Play. Or you can access a web-based version.
- Credit building to help boost your credit score with timely rent payments. No action is needed to watch your credit score grow. Once enrolled, your credit score will reflect your on-time rent payments. Individual results vary, but typical increases range from 20-40 points over a 12-month lease term. We do wait 90 days to open the tradeline on your credit report, so that your initial payments can offset any adverse impact from tradeline opening. You should expect to see this on your credit report thereafter.
- \$1M Identity Fraud Protection for all adult leaseholders. Your Identity Theft Protection account will be automatically set up for you with up to \$1M identity protection to protect all adult leaseholders. Dark Web monitoring prevents issues before they come up. Simply watch for your email confirmation with your account details. If the welcome email is missed or you fail to receive it, please use this link to get access to Aura https://my.aura.com/start/secondnature/custpd If in need of support please contact Aura at support@aura.com | 833-552-2123
- 24/7 Online Maintenance reporting through your <u>Online Portal</u> during and after normal business hours including weekends and holidays.
- Free Online Rent Payment through your <u>portal</u> saving you \$2.49 to 2.99% per transaction. Any rent payments made in the form of a paper check, money order, cashier's check, etc. will incur a \$5.00 per transaction fee.
- One Time Late Fee Forgiveness allows you to submit a one-time request to waive a late fee to help@tysonprop.com during your tenancy.
- Vetted vendor network: we find technicians who are reputable, licensed, and insured
- Home buying assistance for when the time is right to buy your "forever" home. Contact sales@tysonprop.com for more information.

Insurance

The Landlord requires Tenant to obtain liability coverage of at least \$100,000 in property damage and personal liability from an A- rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into the Landlord or Property Manager's Master Policy that satisfies the coverage requirements as part of the RBP; or (2) obtain alternative liability coverage from an insurer of Tenant's choice that meets the requirements set by the Landlord herein. The option Tenant chooses shall not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

Tenant's election shall be determined by the actions of the Tenant as provided below:

Option 1: Master Policy (Automatic Enrollment) – If the Tenant does not provide evidence of the required insurance coverage by the Lease commencement date, Tenant has elected to be automatically enrolled into an insurance policy as part of the RBP. Coverage will begin on the effective date of Tenant's lease and continue throughout the term of the Lease. The monthly premium for the elected insurance policy is \$11.95. Please refer to the evidence of insurance that is supplied by the insurance carrier for additional coverage details.

Option 2: Tenant Policy (Policy Verification Required) - Tenant has elected to find, purchase, and maintain Tenant's policy that satisfies the Landlord's coverage requirements. Tenant must provide evidence of the required insurance coverage by the Lease commencement date. The RBP Fee will be adjusted accordingly. Visit http://insurance.residentforms.com/ and follow the instructions listed there to provide evidence of the required insurance coverage to Tyson PM.

Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A- rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and personal liability
- Tyson Properties is listed as additional interest
- Tyson Properties address is listed as: PO Box 660121 Dallas, TX 75266

It is Tenant's sole responsibility to timely pay premiums directly to the Tenant's insurance provider to avoid cancellation of coverage. If the policy is canceled or lapses at any time during the term of the Lease, Tenant shall be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

Keys & Locks

Keys and any available garage remotes and/or gate cards will be provided to you upon payment of all required move-in funds. Prior to move-in, the home will be professionally re-keyed. Tyson PM will maintain a copy of the keys to the property. You may not duplicate keys or replace locks without written permission of Tyson PM. If you are locked out of the property, you may obtain a copy of the key from our office during business hours for \$5.00, if not returned within 24 hours. If in the event of an emergency outside of our office hours, you are responsible for obtaining a locksmith and if the locks must be replaced, you must immediately provide Tyson PM with a new key to the property. Tyson PM's preferred locksmith is Pop-A-Lock (505-242-4550). Upon move-out, all keys and remotes must be returned to Tyson PM. If not returned, you will be charged for the missing items and the re-keying of the property.

Parking & Vehicles

You may only park in the designated areas (garage, driveway or assigned parking space) or streets where allowed. Parking on the sidewalk, landscaping or in a designated fire or no parking zone is prohibited and may result in towing, fines or additional penalties. Guests must follow the same parking rules and guidelines. All vehicles on the property must be licensed and insured. You may not repair any vehicles on the premises and must immediately remove any vehicles that are leaking oil from the premises until repaired. If there are any oil or other leaks on the property, you are responsible for removing them. You will be charged for the removal of any driveway or garage floors stains present at move-out. You are not permitted to store any RV's, boats, or other recreational vehicles unless this a designated area which has been approved for your use by Tyson PM. Please be mindful of city and HOA restrictions in your area for the parking of vehicles.

Pets & Service Animals

Only those pets or service animals who have previously been approved and are listed on your lease agreement may be present on the property. We require EVERYONE to complete a third-party screening and review process at tysonproperties.petscreening.com. This ensures that all applicants have reviewed and understood our Pet and Animal policy and any Applicants with pets or animals are able to submit their pet documentation for review and approval through this third-party site. Additional third-party fees may apply, and these are separate from any application fees paid to Tyson PM. There is a \$250 -\$500 per pet fee required to be paid in full prior to occupancy and an additional \$25 - \$50 pet rent per pet charged monthly. There will be a \$40 lease processing fee charged to add the pet onto the lease after initial lease signing. If you need to add or remove a pet from the lease agreement during your occupancy, please send your request to leasing@tysonprop.com.

There is to be no visiting pets, babysitting of pets or any feeding of stray animals at any time. Any unauthorized pets or animals found on the property will result in a fine of \$500.00, a notice of lease violation and they must be immediately removed from the property. If you wish to add the unauthorized pet to the lease, you must follow all normal pet add on procedures, detailed above, and pay all associated fees. If the unauthorized pet is subsequently approved to be added onto the lease, the monthly pet fee will increase to twice the current monthly pet fee for the duration of the Tenancy.

You are fully responsible for the care, supervision and damages caused by your pet(s) or service animal(s). Regular cleaning of the property and removal of feces and urine to prevent property damage is required. You must also secure your pet(s) or service animal(s), as needed, when you are not present to supervise to prevent any property damage as well as any nuisance to neighbors. If your pet(s) or service animal(s) become a nuisance at any time, or if they bite or harm another person or if there is excessive property damage, you must immediately, upon receipt of notice from Tyson PM, remove the pet(s) or service animal(s) from the property. Failure to do so will result in a breach of your lease agreement.

Upon your move-out, you will be charged for deodorizing, cleaning and any other damages caused by the pet(s) or service animal(s) occupancy of the property.

Strict No Smoking or Vaping Policy

Tyson PM has a strict No Smoking or Vaping policy for all our properties. Smoking or vaping of any kind is not permitted inside or outside the property. This includes all areas of the property line up to the street, the garage, backyard, etc. Any smoking or vaping discovered to have occurred on the property by the Tenant or Guest of Tenant will result in a fine of \$500.00 and a notice of lease violation. You will be held fully responsible for all

property damages caused by unauthorized smoking and vaping on the property. This may include but is not limited to deodorizing, painting, carpet cleaning or replacement, chemical or wax removal, repairing burns, etc.

Crime Free and Drug Free Housing

Tenants and any Guest of Tenants may not engage in any criminal activity or drug use on or near the property. This includes but is not limited to: the use, sale, distribution, manufacturing or possession of illegal drugs; any acts of violence or threats of violence against any other persons; and the unlawful discharge of a firearm on or near the property. Marijuana or Cannabis is presently recognized as a controlled substance under federal law therefore, you may not smoke, grow, distribute, or sell marijuana in or near the premises. This includes medical use unless proper documentation has been provided and Owner approval has been obtained. Any violations of this policy will be considered a material breach of the lease agreement and will result in Tyson PM taking action for eviction upon service of 3 Day Notice to the Tenant and a fine of \$500.00.

Smoke Detectors

Smoke Detectors are installed in all properties managed by Tyson PM and tested prior to move-in. You are required to maintain the smoke detectors during their full occupancy term. This means smoke detectors should be tested monthly and batteries replaced as needed. At minimum, batteries should be replaced at least twice a year. Be sure to check your unit and to install the appropriate batteries. The best time to remember to change the batteries is when Daylight Savings Time begins (March) and ends (November). You may not take down or otherwise disable the smoke detectors for any reason during Tenancy. Doing so puts all occupants at risk; smoke detectors have saved many lives when installed and working properly. If the alarms are going off due to a fire or smoke or if you ever become concerned about carbon monoxide or if your carbon monoxide detectors are alarming, please call 911.

If the smoke detectors are malfunctioning, please try the following troubleshooting below. If these do not resolve the issue, please submit a repair request via your Tenant Portal.

- 1) Smoke detectors won't work when tested: Replace battery. Check the date on the unit to see if it has expired then submit a request to replace.
- 2) **Smoke detector beeps:** Replace battery or check to make sure it is properly hooked up. For hard wired smoke alarms multiple units may beep if one battery is in need in replacement. Try replacing all batteries and if that doesn't resolve the issue, please submit a repair request.

Moisture Accumulation

Moisture accumulation in the property can lead to property damage and the growth of mold. In order to survive, mold must have water and food, therefore promptly removing any moisture from the property will help prevent the growth of mold.

- Immediately remove any visible moisture accumulation in the property to include all walls, windows, floors, ceilings, and bathroom fixtures
- Mop up spills and thoroughly dry affected area as soon as possible
- Use exhaust fans in kitchen, bathroom and laundry room when utilizing any fixture or object that produces steam to keep climate and moisture in the property at reasonable levels.
- Keep windows and doors closed when raining or snowing.

- Regularly inspect for leaks under sinks, and in cabinets or closets that border wet areas such as kitchens and bathrooms.
- Protect home surfaces from overwatering of indoor plants.
- Avoid excessive use of indoor humidifiers.

Please immediately notify Tyson PM via a Repair Request in your <u>Tenant Portal</u> of the presence of the following conditions:

- 1. Visible or suspected mold;
- 2. All A/C or heating problems or abnormalities;
- 3. Leaks, moisture accumulations, major spillage;
- 4. Shower/bath/sink/toilet overflows;
- 5. Leaky faucets, plumbing, pet urine accidents;
- 6. Any and all moisture and musty odors;
- 7. Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, countertops, clothes dryers, vent leaks;
- 8. Moldy clothing, refrigerator and a/c drip pan overflows;
- 9. Discolorations of walls, baseboards, doors, window frames, ceilings.

If you fail to follow these procedures and timely report any moisture accumulation issues, you may be charged for the remediation of any moisture and/or mold damage to the property.

Lead Based Paint

Properties built prior to 1978 are at risk of having lead-based paint in the property. If your property was built prior to 1978, refer to the 'Protect Your Family From Lead in Your Home' pamphlet located here: https://tysonproperties.com/wp-content/uploads/2020/02/Lead in your home brochure color 2019.pdf

Disturbances, Noise & Nuisance

All Tenants, residents and guests are expected to conduct themselves in a way that will not offend or disturb the neighbors or passersby. Any activity that causes extreme or excessive noise, traffic or disturbance of any kind is cause for eviction. This type of activity includes loud, lewd music, vulgar or profane language. If music or other sound can be heard outside the perimeter of the property, it is considered too loud.

<u>Periodic Property Inspections</u>

Tyson PM will conduct periodic inspections of the property during your Tenancy to note its condition. You will receive advance notification of these scheduled appointments by email and mail. You are not required to be present at the time of inspection, however, you are of course welcome to be. If you are not available to meet the Inspector at the scheduled date and time, we will use the key we have on file to access the property. We ask that you do not have any unsupervised children in the home during the time of the inspection and that any pets or animals are safely secured. The Tyson PM Inspector must be able to access all rooms of the property and will be looking in cabinets under sinks, closets, showers, mechanical equipment and around the entire exterior of the property. Pictures will be taken to document the property condition and we do take care to avoid personal items when able.

If you need to cancel or reschedule an inspection or if the Inspector is unable to access the property to complete the inspection upon arrival, there will be a \$40.00 reschedule fee charged to your account.

If there are any issues or deficiencies found that are your responsibility, you will be notified and instructed to current the deficiency in a timely manner. There may be a follow-up inspection to confirm the issue has been addressed. Failure to correct deficiencies once you have been notified could be considered a breach of the Rental Agreement and possible grounds for termination.

Virtual Inspections may be offered as an option to you by our Inspection Department. If this is available, you must download the ZInspector3 app to your smart device and follow all instructions provided to you.

Homeowner / Condominium Association

If your home is located within an HOA or Condo community, you are responsible for reading and adhering to the Homeowner or Condominium Association Covenants, Rules and Restrictions.

Should Tyson PM receive notification from the COA/HOA of violation of the CC&R's for a Tenant caused issue or failure, those notices will be forwarded to you to correct. There is a \$25.00 processing fee charged for all violation notices which require a follow-up inspection. If there are any fines or penalties that are charged by the HOA/COA for the violation, this charge will be added to your account, and you will be required to pay it. If the issue has not be resolved and is resulting in ongoing violations by the HOA/COA, then Tyson PM may decide to send a Vendor out to correct the issue and will add the cost of the Vendor's invoice to your account for reimbursement.

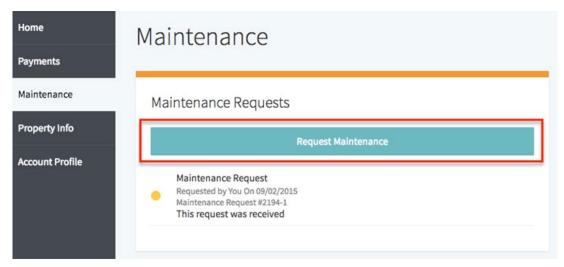
Lease Renewal

Approximately 45 days prior to the end of your lease agreement, you will be contacted by our Leasing Department regarding any available options for renewing your lease agreement. The decision of offering a renewal to your lease does rest with the Homeowner and is dependent on their plans for the property. If the Owner is willing to offer a renewal and provided that you do not have any outstanding balances due on your account and you have been keeping the property in a clean and undamaged state, you will be sent a Lease Renewal Offer via email for electronic review and signature. In order to renew your lease, you will be required to provide an updated copy of your Renter's Insurance policy, updated PetScreening.com profile and the \$40.00 lease renewal processing fee. You will be provided with a deadline to respond to the Lease Renewal Offer and to avoid any confusion or issues with your renewal that you meet this deadline. If we do not receive a response from you by the renewal deadline, we will be sending out a Notice to Vacate at the end of the lease, assuming that to be your intention. If you have any questions regarding the lease renewal process, please reach out to our Leasing Department at leasing@tysonprop.com or 505-323-2104.

Maintenance, Damage & Repair

Maintenance Requests

All maintenance requests must be submitted in writing. To report a maintenance request, please log onto your <u>Tenant Online Portal</u> and then from either the Home or Maintenance screen click on the 'Request Maintenance' Button.



Enter a detailed description of the issue you are experiencing and upload photos to help describe the issue. The more detail you can provide in your request, the better we will be able to assess the issue. Once a Maintenance Request has been submitted our Maintenance Department will be immediately notified. If they have any questions or if there are troubleshooting items for you to try out, they will reach out to you. Otherwise, the request will be sent to the appropriate Vendor who will reach out to you to schedule a repair appointment. You will be notified of the Vendor assigned to complete the work and provided with their contact information.

To check the status of your maintenance request, go to the Maintenance Tab in your <u>Tenant Online Portal</u>. The status will update from 'received' to 'scheduled' to 'completed' as we address the issue.

Prior to submitting a Maintenance Request, we do ask that you review our <u>Troubleshooting Guide</u> online and if the issue you are experiencing is noted on there, please follow the applicable instructions prior to submitting the Maintenance Request. If a Vendor is sent to complete the repair and it is determined that the issue was Tenant-caused or that it could have been resolved with basic troubleshooting, you will be charged for the Vendor's invoice.

Emergency Maintenance and Repairs

All emergency requests must still be submitted through the <u>Tenant Online Portal</u>, however, please also call our office during normal business hours to expedite the repair issue. Emergency repairs will be handled immediately during our normal business hours. For immediate assistance for the following emergencies outside of business hours, please refer to the provided instructions below:

For a Water Emergency, please immediately turn off the water to the problem area. Water shut offs are located on the water lines to toilets, sinks, water heaters, etc. within the home. If you are unable to turn off the water line or if this does not stop the water flow, please call the appropriate water authority on call 24/7 for your property. Once the water has been shut off, work to remove the accumulated water from the property to the best of your ability until a water extraction company can be sent out. Then submit an <u>online repair request</u> to notify us of the issue.

- City of Albuquerque Water Authority 505-842-WATR (842-9287) Emergency Shut-Off
- City of Rio Rancho Water Authority 505-975-1581 (Emergency or After Hours)

<u>For a suspected Gas Leak</u>, please immediately call NM Gas at 1-888-664-2726, ext. 1. Then submit an <u>online repair request</u> to notify us of the issue.

<u>For a Fire Emergency</u>, use the provided fire extinguisher located in the property to attempt to put out small fires. Do not use water. If further assistance is needed, contact 911. Then submit an <u>online repair request</u> to notify us of the issue.

Scheduling Maintenance

Once the maintenance request has been submitted to a Vendor, they will be in touch with you to schedule the repair. The Vendors assigned are all independent, third-party Vendors that are licensed and insured. They control their own schedule and polices. An adult over the age of 18 must be present at the property to meet the Vendor for the scheduled appointment. Please note that many Vendors do require a minimum of 24 hours' notice to cancel or reschedule any repair appointments. Appointments cancelled in less than 24 hours or if the Vendor arrives and is not able to access the property at the scheduled appointment time, there will usually be a trip fee charged by the Vendor which will be your responsibility to pay. Most Vendors only offer appointments during normal business hours Monday through Friday 8 AM to 5 PM. Occasionally they are able to schedule for weekends or after hours, however, those appointment times are often limited in availability and may carry an upcharge. You will be responsible for any upcharges for scheduling the appointments at your convenience. When scheduling the Vendor appointment, please be sure to ask them for full details on their cancellation and rescheduling policies.

Who Does What

During the course of Tenancy, you are fully responsible for the overall maintenance of the exterior and interior of the home. The guide below is meant to provide you with a more detailed description of your maintenance responsibilities but is by no means an all-inclusive list.

Exterior Maintenance

Your exterior maintenance responsibilities include but is not limited to;

- Weeding
- Watering
- Trimming
- Mowing
- Application of weed control
- Fertilizer on grass
- Setting and winterization of sprinklers
- Removal of garbage, debris, leaves and feces around the property including front, side and back yards as
 well as any common areas that fall under the responsibility of the property such as alleyways directly
 behind the home and landscaped areas bordering the street surrounding the property

Interior Maintenance

You are responsible to maintain the interior of the property including but not limited to;

- Replacing light bulbs
- Replacing smoke detector batteries
- Replacing furnace filters monthly during the fall/winter
- Replacing HVAC filters every two three months
- Replacing water filters
- Maintaining the home in a clean and sanitary condition
- Regular vacuuming of carpeting
- Immediate removal of any soils or stains on the property surfaces
- Maintain drains and prevent disposal of inappropriate items

You may also refer to our Troubleshooting Guide for additional maintenance information.

Some examples of repairs that are the **Owner's responsibility** and that Tyson PM will make, as needed, at no expense to you:

- Repairs necessary to keep the property and common areas in a safe condition
- Repairs to furnace, AC, and ventilation systems for normal use
- Repairs to water heaters for normal use
- Repairs to roofs
- Replace or repair any part of the plumbing which may fail from normal use
- Repair broken electrical components
- Repairs to appliances for normal use
- Repair/paint rotten wood
- Treat for termites
- Replace defective smoke detectors

Some examples of repairs for which you will be held responsible include, but are not limited to:

- Repairs to Heat/AC unit caused from dirty filters
- Repairs to appliances due to misuse or damage
- Replacing heating element/water heater tanks caused by empty tank
- Repairing burst water pipes when caused by failure to winterize during freezing weather
- Repairs to unclog drains, toilets, or garbage disposals
- Repairs to broken glass or torn screens
- Any unusual damage or extraordinary wear on any appliances, floors, walls ceilings
- Damage caused by Tenant, pets, animals, children, guests by misuse, smoking, or any unusual or unreasonable use
- Damage to fences, outside walls or damaged or dead shrubbery, trees, grass or plantings

All "breakdowns", system failures and structural defects must be reported to Tyson PM immediately. If an urgent repair is needed (i.e., water heater leaking), you are responsible for stopping 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. Tyson PM will arrange with Vendors to make necessary repairs within a reasonable time.

Unauthorized Repairs

Please do not make any repairs or authorize any maintenance without Tyson PM property written permission. All repairs must be authorized by Tyson PM. You will not be reimbursed for any unauthorized repairs made. Rent cannot be withheld because of needed repairs, nor can the cost of needed repairs be deducted from the rent. You will be responsible for the full cost of unauthorized repairs as well as any resulting damage from the unauthorized repairs.

Modifications to the Property

You are not allowed to make any alterations to the property, including paint, without the prior written consent of Tyson PM. Any alterations that are approved in writing must be conducted by a licensed professional and you will be charged for any corrections needed for improper workmanship. If there are modifications that you wish to be made to the property, you must submit the request in writing to help@tysonprop.com. Alterations are at the complete discretion of the Owner and are not guaranteed to be approved. If the alteration is approved, then Tyson PM will recommend a licensed, insured Vendor to provide you with an estimate for the work. You will be responsible for all payments for any approved modifications and any needed corrections.

Pest Control

The property was determined to be free of pest infestation prior to your move-in and an initial pest control service has been conducted. If you discover a pest problem within 3 days of move-in, please immediately report it in writing via your Move-In Checklist and online Repair Request. Otherwise, if no pest problems are reported in writing within the first 3 days following move-in, it will be understood that no prior infestation exists and you will be responsible for any future infestation of any kind, except for termites. You are responsible for all ongoing pest control maintenance for the duration of the Tenancy. Tyson PM assumes no responsibility for any the control of roaches, mice, rats, fleas, or other pests. You will be charged for any damage caused by uncontrolled pests.

Seasonal Decorations

You are allowed to install decorations on the property as long as they are not installed in a permanent manner or in a manner that damages the property. Small holes are permitted as long as they do not exceed more than 5 holes in interior walls and none on any exterior walls. Any seasonal or holiday decorations must be removed within 5 days following the holiday. No signs of any kind are permitted to be displayed on the property without the prior written approval of the Owner.

Security/Alarm/Video/Television/Satellite Dish

If you wish to install any security, alarm, video, television, cable and/or satellite dish you must first obtain written approval from the Owner. Please submit any requests in writing to help@tysonprop.com. Any installations must be done by a licensed professional. You are fully responsible for the full cost of the installation as well as the removal of the items and any repairs needed to restore the property to its original condition prior to installation. If the property you are renting is within an HOA, you must research all HOA and city ordinance restrictions prior to the installation.

Carpet Care

Routine carpet care includes a thorough vacuuming at least once per week to remove dirt and debris from the carpet and to keep the pile erect. Heavy traffic areas require more frequent vacuuming to eliminate the course particles that can act as an abrasive on the fiber. A motor driven brush type vacuum cleaner is required if the home you are renting has carpeting. Shampooing of the carpets is usually required about once per year and is your responsibility and should be done by a professional company. Take care when using any lighters, candles, nail polish or other items that can permanently damage the carpet. You will be responsible for any and all damage to the carpet as a result of negligence or misuse. Following your move-out, Tyson PM will have the carpets professionally cleaned and treated with an enzyme, if you have pets, at your cost. Please do not have the carpets cleaned on your own unless you contact our office in advance and use a Tyson PM approved Vendor. You must maintain the receipt and provide it to us. If you do not use a Tyson PM approved Vendor or are unable to provide a receipt, we will proceed with the carpet cleaning, and you will be responsible for the cost.

Circuit Breakers

Circuit breakers move slightly when tripped. It may appear to be ON when it has "popped" or "tripped". The Ground Fault Circuit Interrupt (GFCI) breaker or switch detects even slight voltage changes and cuts the power during fluctuations. They are usually located where a water source may be present, such as bathrooms, kitchens, exterior plugs and garages. If you lose power to a plug near a water source, it is usually the GFCI circuit. Most GFCIs located at the breaker box are marked with a red or yellow button. Many houses have the GFCI at the top plug outlet. There may be more than one GFCI plug in the house. If these "pop" or "trip", reset them.

Once a year, test all the GFCI outlets in the home to ensure they are working properly. To be certain your GFCI outlet is prepared to protect in the case of a fault, just plug something in and hit TEST. Whatever device or appliance you plugged in should not work if the GFCI outlet is working properly. Then hit the 'RESET' button to complete the test.

Troubleshooting Electrical Issues:

If you lose power to an area of your home, light switch or plug, please try the following prior to submitting an online Repair Request.

- 1) Reset the GFCI outlets in the home (by pressing buttons on the outlets that have a reset button on them, these are usually located in wet areas of the home near a water source, such as kitchen and bathrooms, don't forget to also check the garage). Test the issue, if not resolve please move on to step 2
- 2) Locate the main home breaker and reset the kitchen breaker for about 20 seconds. Turn the kitchen breaker back on and then see if that solves the issue. If not, please move on to step 3.
- 3) If issue is not solved, reset the main home breaker for all electrical at the same time for about 30 seconds. Turn it back on and test the issue.

Try watching these videos:

https://www.youtube.com/watch?v=OUR0GBrDmSg

https://www.youtube.com/watch?v=wPXHSYNhdPE

Hardwood Floors

You must dry mop, sweep, or vacuum floors regularly. Do not wet-mop floors. Standing water can dull the finish and discolor or damage the wood. Do not let any water drip, pour, or accumulate on floors. Clean liquid spills with a dry cloth and sticky spills with a slightly dampened cloth. Do not use soaps, detergents, or oil soaps on your wood floors. When mopping is needed, use a wood cleaner applied lightly with a cloth or mop and the buff dry. You may not shellac or refinish floors without Tyson PM's prior written approval. Use fabric-faced guides under the furniture legs to prevent scratches. Do no drag or slide furniture across the floor. You will be responsible for any damage to the flooring.

Heating, Ventilating and Cooling Systems

The A/C return vents should be kept clear of obstruction, such as furniture and clothing. Keep the "condensation drain line" clean and clear of obstructions. The area around the condenser (outside unit) should also be kept clear of grass, debris and other obstructions. Do not allow grass and weeds to grow up or around the condenser unit.

Changing Filters

All HVAC filters need to be changed every two to three months. Furnace filters need to be changed monthly during the fall/winter season from September to March. You will be automatically enrolled in our filter delivery program through our 'Resident Benefits Program' (formerly 'Utility and Maintenance Reduction Program) at the beginning of your lease. Under this program the correct number and size of filters will be delivered to your property when replacement is needed. These filters need to be installed within two (2) days of receipt. The filters will be dated and are subject to inspection by Tyson PM to ensure property replacement has been made. Failure to properly and timely replace the filters will be a breach of the lease and you will be responsible for any resulting damages to the property, A/C, or heating system. When changing filters in a furnace, you must ensure that the furnace door is properly secured in place. If not properly secured, the unit will not kick back on. If this happens, try removing and replacing the door to see if the issue is resolved.

If you need assistance changing the filters, please submit an online Repair Request. A Vendor can be sent out to the property to provide instruction and to change the filter. You will be responsible for the cost of this visit.

Swamp Coolers

An evaporative cooler produces effective cooling by combining a natural process - water evaporation - with a simple, reliable air-moving system. Fresh outside air is pulled through moist pads where it is cooled by evaporation and circulated through a house or building by a large blower. As this happens, the temperature of the outside air can be lowered as much as 20 degrees. Therefore, if it is 110 degrees outside, the air inside will probably be lowered to around 80 degrees.

TIP - Evaporative cooling requires water to keep pads wet – it is recommended that your turn the water pump on 15 minutes before turning on your cooler, this will enable all the pads to become fully soaked, hence making the unit work efficiently and providing you the coolest air possible. There may occasionally be a smell that permeates from the pads due to the moisture accumulation.

TIP - Evaporative coolers cannot play catch up. If you leave the cooler off all day long and then turn it on late in the day of a hot afternoon, it will have trouble cooling the home down effectively. It is best to leave it on at a lower setting all day long during the day to keep the home slightly cooled throughout the day.

Evaporative coolers add moisture to the air and circulate it, because of this process they are sometimes called "swamp coolers." Evaporative coolers can work wonderfully well, provided the outside air they are drawing in is "dry and desert-like", typical New Mexico air. As the humidity increases, however, the ability for them to cool the air effectively decreases. Simply put, swamp coolers were not designed to work in swamp-like conditions and therefore may not be effective on wet, rainy days.

Evaporative cooling takes air from outside the house. For evaporative cooling to work properly the cooled outside air must be allowed to escape. By choosing which doors or windows in your home you leave slightly open, you can help direct the flow of cooled air to areas where it is needed. Always make sure any window left slightly open is held secure so nobody can enter the home.

Evaporative cooling adds moisture to the air which helps to keep wood furniture and fabrics from drying out. The moist pads through which the outside air flows are also fairly efficient air filters, trapping some dust and pollen. Since the pads are continually wetted, trapped particles are flushed out and trapped in the bottom of the cooler.

Many evaporative coolers are located on the roof. Please check periodically throughout the spring and summer months to ensure there aren't any leaks coming from the unit. Any leaking water or newly discolored roofing material near the air conditioner base may indicate a water leak. Water leakage from evaporative coolers can cause serious damage to the property if left unattended. Please report any water run off issues immediately via an online Repair Request.

Lawns & Grounds, Sprinkler Systems

You are responsible for the care and maintenance of the lawn and grounds and for keeping them in good condition. This care includes regularly cutting the grass; fertilizing the lawn, shrubs and bedding plants; trimming shrubs; edging all walkways, curbs and driveways; treating ant beds; keeping vines from growing onto the house. You are required to report any condition which can cause damage, permanent or temporary, to the grounds and to treat for lawn pests. Whatever is in the beds as a cover must be maintained by you. Gardening tools and equipment are not provided by Owner or Tyson PM. You will be responsible for the cost of replacing any dead vegetation and grass at the time of your move-out as well as any landscaping maintenance required to restore the property to the condition it was at move-in.

You are responsible for keeping sidewalks, driveways free of ice, snow, and debris and in safe condition in accordance with city ordnance. **During the winter season, you are responsible for the winterization of outside spigots and hoses, see** Winterization of Home.

Patios, balconies, and windows are not to be used for drying clothes or suspending other objects. Throwing any items from balconies is strictly prohibited. A gas BBQ grill may be stored or used on the patio or balcony only with the express understanding that you are fully and solely liable for any damage resulting from such storage or use. Any BBQ grills must be used at a distance no closer than six (6) feet from the house and you will be held liable for any damage that might result from its storage or use.

Light Bulbs

At move-in, all light fixtures will be equipped with proper light bulbs. You are responsible for replacing all burned out light bulbs during your occupancy (including floodlight). Upon moving out, all lights must be equipped with the proper number and kind of bulbs. For decorative bulbs, all must match. If you are unable to access any light bulbs due to high ceilings or need assistance changing any light bulbs, please submit an online Repair Request and we will send a Vendor out to assist you. You will be responsible for the cost of the Vendor's invoice.

Plumbing/Septic Systems

You are responsible for keeping all sink, lavatory and commode drains open. Please do not allow anyone to throw anything into the plumbing system or to use it for any purpose other than for what it designed (waste and toilet paper). You will be responsible for any damage or stoppage after five (5) days of occupancy unless it was caused by mechanical failure to the plumbing system. At <u>NO TIME</u> may tampons, personal hygiene products, cat litter or any other inappropriate items be disposed of in the toilet and/or plumbing. If you are experiencing a drain or sewer line back-up, please try removing any hair and debris that can be reached and run drain cleaner through the drain line. If you are unable to clear the back-up, please report the issue via an online <u>Repair</u> Request. If the Vendor finds the back-up to have been cause by a build-up of hair or other unauthorized debris, you will be responsible for the full cost of the repair.

If there is an unpleasant sewer smell coming from your bathroom, please try the following prior to submitting an online Repair Request.

- 1. Please confirm whether there is any water and/or sewage on the floor, dry it up with towels and notify us right away.
- 2. Thoroughly plunge the toilet to make sure it is not backed up.
- 3. Please check the shower and the sink to see if either of those are backed up and run drain cleaner through the lines.
- 4. Turn on the water in the shower and then also to the sink. While the water is running at those sources, go ahead and flush the toilet to make sure the p-traps are full of water because this seals the sewer gas from coming out.

If you still experience the sewage smell, please report the issue via an online Repair Request.

Waterbeds/Floatation Devices

Waterbeds and floatation devices are not allowed to be in the property without the prior written authorization from Tyson PM. You will be responsible for ANY damage caused by waterbed or floatation-bedding device. You must ensure that your Renter's Insurance policy has adequate liability coverage for any damage that may be caused by a waterbed or floatation-bedding device.

Walls and Ceilings

The walls in the home should be kept clean and unmarred. Any painting and wallpapering of the walls is prohibited without prior written approval. You are welcome to hang pictures on the walls using small nails as long as they do not exceed more than 5 nail holes per interior wall. All nails should be removed upon move-out. You will be responsible for the cost of any patching and painting needed following your move-out to repair any

damages to the wall. All walls, baseboards and trim must be washed before vacating. All ceilings must be dusted/cleaned regularly and before vacating.

Vinyl/Ceramic Tile Flooring

Floors should be swept and mopped regularly with a solution of warm water and soap. Do not apply varnish, lacquer or shellac to the floor. Do not apply any type of wax to ceramic tile floors. Please take care to maintain the floors in good condition and minimize any damage from shoes, pets, furniture, or misuse. You will be held responsible for any damage to the flooring upon move-out such as broken tiles, torn vinyl, or improper cleaning procedures.

Stoves

Do not use oven cleaner on self-cleaning or continuous cleaning ovens. For solid surface stoves, use only cleaners approved for those surfaces. Please be sure to clean up any cooking spills as soon as possible to avoid stains and discoloration. For stainless steel appliances, be sure to use non-abrasive cleaning products to avoid any scratches. You will be responsible for the cost of any damage to an appliance caused by the improper use, cleaning or lack of maintenance.

Refrigerators

Do not use harsh cleaners that could damage the finish of the fridge. Be sure to wipe up any spills to prevent staining. Check the door seals on the fridge to ensure proper sealing. If you find any cracked or broken seals, please report them. Check the fridge once a year to ensure that it is level. You can use a carpenter's level placed on top of the fridge and adjust the appliance's feet using a hand wrench. This helps ensure that the coolant can circulate properly inside the fridge. Once a month, clean out the condenser coils to remove any dust, hair or other debris. If your fridge has a water filter, ensure the filter is replaced every 6 months. Once a year, defrost the fridge. Many modern appliances have a self-defrosting mechanism that keeps the unit clear of icy buildup. If you must do it manually (ice over ½ inch in thickness needs to be removed), you should turn off the unit and allow it to defrost naturally.

Always ensure the fridge is set to the right temperature. A refrigerator should normally be set between 37-40 degrees Fahrenheit. A freezer should be set to 0 degrees Fahrenheit.

<u>Dishwashers</u>

The dishwasher should be used at least once a week. Seals may dry and the motor may be damaged by long periods of inactivity. Clean the door and check the bottom of the dishwasher after each use for items that may fall from the racks. Check the perimeter of the door for food items falling from the counter and make sure drains are clear of debris. For stainless steel appliances, be sure to use non-abrasive cleaning products to avoid any scratches. You will be responsible for the cost of any damage to an appliance caused by the improper use, cleaning or lack of maintenance.

Tips and Reminders for your dishwasher to run at its maximum performance ability:

- 1. Regularly clean your dishwasher run a cycle with soap and no dishes inside. should be done at least once a week.
- 2. Regularly clean your filter (if applicable) search your model and serial number in Google and find out if your dishwasher has a filter. You might even find the owner's manual and find out more things about your dishwasher that you never know.
- **3.** Use liquid detergent, not powder. Powder can cause the filters and drain lines to corrode, as 2% of powdered soap used for a cycle does *not* dissolve. This caused build-up and corrosion in the drain lines and even on the dishwasher surface.

Try watching these videos below for helpful demonstrations:

https://www.youtube.com/watch?v=HWt8uX8Mst8 - maintaining your dishwasher

https://www.youtube.com/watch?v=ck3RtAhtuZk - cleaning your filter.

For a deeper clean or to remove any mildew build up, follow the instructions below:

- 1. 1st cycle place 6-8 cups of white vinegar at bottom of unit, drizzle some Baking Soda over it and watch the reacting happen, you should see bubbling occurring.
 - a. Let sit for 30-min to an hour and run a full cycle but before running the cycle make sure to let the water at the kitchen sink get piping hot first.
- 2. 2nd cycle wipe down the inside with a disinfectant wipe (this will ensure that things that are breaking down are being removed.
 - a. You will only do 1 cup of bleach for this round
 - b. let sit for 30 min an hour.
 - c. Run full cycle
 - d. Wipe down inside
- 3. 3rd cycle use a reasonable amount of dish detergent as you would on a normal dish washing cycle.
 - a. Run full cycle
 - b. Wipe down inside.

Garbage Disposals

Garbage disposals should not be used for bones, celery, onion skins, greasy items, pasta, rice, or other similar materials. Almost all disposal jams are from items put into the disposal. You will be responsible for the service fee for any garbage disposal repair where improper use or clogs are discovered by the Vendor.

If the motor buzzes, turn the switch off. Something may be jamming the blades. Verify that the object jamming it isn't something that shouldn't be placed in the disposal, such as bottle cap or kitchen utensil. There is usually a reset button on the bottom or side of the disposal (this is usually a small red or yellow button). You can also place an Allen wrench in the center shaft and gently twist it back and forth (this will unjam the disposal). Remove the object that is causing the obstruction, turn back on, and test.

If the issue persists, plugging something else into the same outlet that the garbage disposal shares and test that object, does it have power? If so, then the issue is with the garbage disposal itself, please submit a Repair Request through your Online Portal. If the test object does not have power, then reset the GFCI outlets in the home (located in bathrooms, kitchen, laundry room and garage) first, then the breaker for the kitchen, and then the breaker for the whole home prior to submitting a work order. You can refer to the video links below for further directions.

Try watching these videos below for helpful demonstrations:

https://www.youtube.com/watch?v=OUR0GBrDmSg

https://www.youtube.com/watch?v=wPXHSYNhdPE

Washer/Dryer Hook-Ups

Check all hoses and washers to prevent or correct leaks. Tenant provided appliances should be professionally installed. When installing a washing machine, use "burst resistant stainless steel braided" washing machine hoses only. If you are going to be absent from the property for an extended period of time, turn off the hot and cold-water supply valves. Check the walls and floors by the washing machine monthly for evidence of leaks.

Keep dryer vent and lint trap clear of lint or other build up as this can cause a fire. Once a year, remove the lint trap and use a vacuum or shop vac to clean out the duct. This will help remove flammable buildup.

To avoid a build-up of mildew, soap scum and dirt in the washing machine, regular cleaning is needed. If your front loader washing machine has an accessible drain, be sure to empty the water tank after each use. Use an appropriate washing machine cleaner to keep the machine clean. You can also follow the instructions provided in these videos:

https://www.youtube.com/watch?v=Pr-cqSKe38I

https://www.youtube.com/watch?v=1X2vgob4aO4

How do I get rid of the smell from my washing machine?

- 1. Bring out the vinegar.
- 2. Pour two cups of white vinegar into the drum,
- 3. Then run a normal cycle at high heat—without any clothes, of course. The baking soda and vinegar should break up any residue stuck to your drum and kill any mildew that might be present. They'll also help remove any foul odors.

Water Heaters

If you have an **electric water heater** that is not functioning, please try resetting the reset button or the breaker as they may have been tripped.

If you have a gas water heater, the pilot light may have gone out. Check the manufacturer's instructions on how to relight it. If you are unable to do so, please submit a Repair Request through your Online Portal.

Windows / Window Coverings

Regular cleaning of windows, window tracks and window coverings is required to maintain proper operation of the windows. Please take care to ensure that windows, screens, and coverings are operating properly and maintained to avoid damage. During the course of Tenancy and at move-out, you will be responsible for the cost of any broken or damaged windows and screens, the only exception is in the case of a break-in or vandalism in which you notified the police and can provide us with a police report. Be sure to keep windows and doors closed on windy or rainy days to avoid any damage. Failure to do so will result in charges to repair any resulting damage at the time of your move-out.

Window coverings have been provided on the property and must be regularly cleaned and maintained. Please do not install anything between the existing window covering and window that can be seen from the exterior. Take care to avoid any damage to the coverings during operation, by pets or other misuse. You will be responsible for any damage to the window coverings at the time of move-out.

Winterization of the Home

During the fall and winter season from September to March when freezing temperatures are possible, you must winterize the home to prevent from any freezing pipes. Follow this checklist to prep the home during the fall/winter season. If you fail to do so and there are frozen pipes, you will be responsible for the cost of any resulting damage to the property. Vacant homes are the most at risk, so if you take an extended leave from the property during the fall or winter, take extra care to prep the home and be sure you have someone in town checking in on it regularly.

Outside Preparation

- ✓ Check and close all the vents to the crawl space under the building.
- ✓ Unhook your garden hoses and drain them. Wrap the hose bibs with a spigot cover which you can purchase from a hardware or building supply store.
- ✓ Prevent water lines from freezing by wrapping any exposed exterior pipes. Pipe wrapping materials can be purchased at a hardware or builder supply store.
- ✓ Shut down your sprinkler system. Instructions are on our website under '<u>Tenant Forms/Services</u>' labeled 'Winterizing the Sprinkler System'. Make sure you drain the water from your sprinkler system.
- ✓ Locate your main water shut-off valve before a problem occurs. If you are not sure where it is, check near your water heater as there should be a note to the location. If there is not one present in the home, please contact repairs@tysonprop.com for assistance.
- ✓ Should pipes freeze, don't use open flames to thaw out lines. This may catch the house on fire, or worse, create an explosion caused by expanding steam between two plugs of ice. Pipes don't always burst the first time they freeze.
- ✓ Should a pipe burst; locate your water shut-off quickly at the main valve. If the pipe break is a hot water line, close the valve on the top of the water heater also. If you cannot get the main water shut off, call the water utility company for an emergency shut-off. Report the burst to us immediately, so we can send a plumber as soon as possible.
- ✓ Check to ensure that the caulking around the outside windows and any weather stripping around door frames is still in place to stop cold air.
- ✓ Keep the gutters cleaned out if they are clogged with leaves. The water will overflow and could cause wood rot or back up under the roof and into the house.

Inside Preparation

- ✓ Make sure the heat never goes below 65 degrees, even when you are not home.
- ✓ If the temperature is forecast to drop below freezing, leave at least one faucet inside dripping lukewarm water so that both hot and cold pipes are involved.

- ✓ During periods of cold weather, leave cabinet doors open in the kitchen and bathroom so that pipes inside will be exposed to heat.
- ✓ Change the heating and AC filters bi-monthly to ensure proper operation of the furnace.
- ✓ Test your smoke alarms monthly. If your smoke alarms are not working properly and you have already changed the batteries, please submit a repair request immediately.
- ✓ Ensure you know the location of the fire extinguisher(s) in the property and check them to ensure they are filled and not expired.
- ✓ If you leave the home for an extended period, ensure that you leave the heat set to no less than 65 degrees and that you have someone checking in on the property regularly.

Cleaning How To's

Our goal at Tyson PM is to provide you with a clean, well-maintained home with all the mechanical equipment operating properly at the time of move-in. It is your responsibility, as the Tenant, to perform proper cleaning and maintenance of the home to keep it and its equipment in good condition throughout your tenancy. A properly maintained home is a joint effort involving the Property Owner who keeps the structural and mechanical maintenance up to date; the Maintenance Department who keeps a record of necessary maintenance; and the Tenant who keeps the property clean, performs cosmetic maintenance and promptly reports any structural or mechanical failures to Tyson PM.

Cleaning Standards

The following are the minimum cleaning standards that we expect you to maintain during your Tenancy.

- 1. Keep windows, screens, and glass doors clean, inside, and outside; interior cleaning at least once a month, exterior cleaning every six months. Wash between windows and screens quarterly.
- 2. Clean dust, dirt and debris from the upper and lower sliding glass door and window tracks monthly.
- 3. Clean stove, drip pans, under drip pans, oven racks and drawer, broiler pan, hood, filter, and vent biweekly. Be sure to not use any abrasive cleaning materials or products to prevent scratching or other damage to the appliance.
- 4. Mop tile or vinyl floors biweekly.
- 5. Dust baseboards, windowsills, window grids, tops of windows, ceiling fans, door frames, ceilings, and corners of the room monthly.
- 6. Clean AC/Heat air return grate and change filter bimonthly.
- 7. Clean and sweep out fireplace. Clean fireplace grate, screen, and glass.
- 8. Replace burned-out light bulbs as needed. Clean light fixtures quarterly.
- 9. Blinds should be dusted monthly and washed semiannually.
- 10. Bathrooms should be cleaned weekly. This includes toilet bowls and base, sink, mirror, floor, bathtub, and shower (including walls). Wipe out medicine cabinet, drawers, and cabinets.
- 11. Sweep garage, front and back porch, as needed.

Counter Tops and Cabinets

Always use cutting boards and hot pads when chopping, cutting, or placing hot items on counter tops. Do not use abrasive cleaners on counters as they may scratch. All cabinets must be vacuumed out and drawer/door fronts cleaned before vacating.

Kitchen Appliances

Each kitchen appliance must be cleaned regularly including the stove hood vent, the filter in the stove hood vent, the oven, under the burners on the stove and the drip pans. Do not put aluminum foil on the drip pans. If the drip pans are heavily soiled and cannot be cleaned, you will be charged for the replacement of these upon move-out. Clean the top and under the refrigerator and washer/dryer regularly. Wipe the exterior of all appliances monthly and immediately clean up any spills to prevent staining. Stainless steel appliances require special products to be used so be sure to only use appropriate cleaning products and cloth to clean these appliances as they are easily scratched. Never use any abrasive cleaning materials or products to prevent scratching. You will be responsible for the cost of any damage to appliances present at move-out including any damage caused by improper cleaning or for failure to clean.

Fireplaces

If a fireplace is present in the property, do not burn pine or any other "sappy" wood. This causes a build-up of residue in the chimney and increases the possibility of fire in the home. The fireplace is not a place to burn cardboard, trash, or any other debris.

When using the fireplace in your residence:

- 1) Always Keeping the area around the fireplace clean and clear. Do not put anything, including paper and kindling, closer than three (3) feet to the fireplace.
- 2) Open the flue before making a fire.
- 3) Never use fireplace without a screen or glass doors in the closed position.
- 4) Never use more than one log at a time. Do not use excessive amounts of paper or wood to create a roaring fire.
- 5) Never leave fire unattended to include going to bed.
- 6) Never use combustible liquids such as kerosene, turpentine, lighter fluid, or gasoline to light fire.
- 7) Never burn trash, charcoal, scrap paper, gift wrapping paper or old holiday trees.
- 8) Burn only dry, seasoned hardwood. Do not use green wood, treated lumber or painted wood.
- 9) Do not dispose of burnt logs or ashes until they cool completely. Be sure to douse any logs removed from the fireplace with water and place them in a metal container until you can properly dispose of them.
- 10) Thoroughly clean and remove all debris from within the firebox, upon vacating the property.
- 11) Submit a Repair Request through our <u>Online Tenant Portal</u> if you discover any problems with the fireplace.

Moving Out

Written 30 Day Notice

Notice to Vacate must be submitted in writing in order to be accepted. This can be done either via your <u>Online Tenant Portal</u> under 'Contact Us' or by emailing the '30 Day Notice to Vacate' form located on the <u>Tenant Forms/Services Page</u> to <u>help@tysonprop.com</u>. This notice must be submitted by the first day of the month, no less than 30 days prior to the date that you plan to vacate. All notices may only be effective for the last day of the month.

After you have sent in the Thirty (30) Day Notice you may take as much or as little of that time as needed to move-out within the thirty (30) day timeframe. However, if you opt to move-out before the end of the month, you will still be responsible for the entire rent payment through the end of the month. Rent will not be prorated for notices given for mid-month move-out dates.

Once Tyson PM receives the written Notice to Vacate, move-out procedures will be sent to you. Follow the move-out procedures to maximize the return of your security deposit.

Move-Out Procedures

Upon moving out at the end of your lease:

- 1) We will send professional house cleaners to the property following your move-out and the cost will be charged against your security deposit. To reduce the cost of your invoice, be sure to follow the "Cleaning Checklist" which will be provided to you and can be found on our Tenant Forms/Services.
- 2) <u>Do not have carpets cleaned</u>. We will schedule this service with our own professional carpet cleaning contractor. If necessary, this contractor can also professional clean tiles floors as well. The cost of the carpet cleaning will automatically be charged against your security deposit.
- 3) Dispose of all garbage and trash. Leave trash and recycle containers empty and stored in the garage.
- 4) Clean up the front, back and side yards; mow the lawn, remove all weeds, trim bushes, and shrubs, remove leaves and debris.
- 5) Inform all utility services and postal services of the departure date and forwarding address. **Do not request a shut off of services**.
- 6) Turn off your Ice Maker (if applicable) and empty ice bucket.
- 7) Be sure to remove all personal belongings from the property.
- 8) Close and lock all windows and doors.
- 9) Turn in all keys by the expiration date and provide Tyson PM with your forwarding address.
- 10) Excepting normal wear and tear, the home should be in the same condition it was when you took possession at the beginning of your lease.

Full Move-Out Instructions and our Cleaning Checklist can be found online on our <u>Tenant Forms/Services</u> page.

The Move-Out Process

Per the terms of your rental agreement, you are not considered to have officially vacated from the property until all keys and garage door openers have been returned to Tyson PM. Keys and remotes can be delivered to our office at 4421 Irving Blvd NW, Suite A, Albuquerque, NM 87114, or you can contact help@tysonprop.com if other arrangements are needed. If you do not return all keys and remotes to our office by your scheduled move-out date, there will be additional daily rent charges applied to your account which are calculated at a rate

of twice your daily rental rate. If keys are left in the property, you must notify us in writing at help@tysonprop.com and send a date and time stamped picture of the key's location in the property. Your rent charges will continue, and you will remain responsible for the property until we are able to go by the property and they keys are in our possession.

Upon receipt of the keys, Tyson PM will coordinate a move-out inspection of the property to determine any work needed to return the home to its pre-move in condition and the work orders will be scheduled. It typically takes as long as two weeks or more for the work to be completed and for invoices to become available. We will not have any information on any charges against your security deposit until all work is completed and invoices received by our office.

Breaking the Lease

You are responsible for the full term of your lease agreement. In the event that you do need to vacate prior to the end of your lease term you will be responsible for ongoing rent, utilities, damages, cleaning, marketing fees and any other loss to the Owner as a result of the breach as well as an early termination fee of \$500 plus applicable gross receipts tax. You do have the option of requesting a buy-out of your lease to avoid many of the lease break penalties and ongoing costs. You must submit your buy-out request to leasing@tysonprop.com a minimum of 30 days prior to your desired move-out date. Our Leasing Department will inform you of the amount due to buy-out your lease and this amount must be paid in full prior to your move-out date. There are no refunds or credits issued if you opt to buy-out your lease agreement, however, the buy-out does release you from any ongoing rent and other loss due to the Owner from your breach of lease following your move-out. You will remain responsible for any cleaning, damages, and other outstanding charges that normally follow a Tenant move-out.

Abandoned Property

If you are going to be away from your property for more than 7 days, you must notify Tyson PM no later than the first day of your absence. During your absence from the property, Tyson PM does maintain the right to enter the property at a reasonable time if the need arises. You must have someone check up on the property during your absence to ensure there aren't any issues that go unnoticed.

If you do not notify us of your absence and you are absent from the property for more than seven days and the rent is delinquent, we will determine this to be property abandonment and we can take immediate possession of the Property without legal process.

Upon Tyson PM taking possession of the property following abandonment or if you have been evicted from the property, if there is any personal property belonging to you left behind, we will provide you notice of the remaining items via email and a notice mailed to your last known address. The personal property will be stored for 30 days at your cost which must be paid in full before the personal property will be released. You can contact help@tysonprop.com to make arrangements to retrieve the personal property.

Return of Security Deposit

Prior to your move-in you will be required to pay a security deposit in full equal to the amount of your monthly rent payment. In some cases, a double deposit may be required to meet the qualification criteria. In those cases, the full double deposit (equal to double the monthly rent payment) will be required prior to your move-in. The Security Deposit will be held in a Trust Account for the duration of your lease. No portion of the security

deposit will be released or allowed to be used towards rent during the term of your lease agreement. If any Tenant moves out prior to the end of the lease, they will not receive a disbursement of the Security Deposit unless all Tenants on the lease are vacating. Any departing Tenant must therefore seek reimbursement from the remaining Tenants and not Tyson PM.

Upon the termination of a lease, any remaining balance due along with the cost for cleaning, repairing or otherwise returning the property to a rent-ready condition following the Tenant's move-out will be charged and deducted from the Security Deposit. You will be provided with an itemized breakdown of all charges and copies of all invoices. Any remaining balance on your security deposit will be released in the name of all Tenants on the lease in the form of one check. If there is a balance due remaining, you will receive a full breakdown of charges, invoices, and information on setting up payment arrangements to pay off the balance due.

Your security deposit statement of charges and any available refund check will be mailed to the forwarding address that you provided to our office within 30 days of the date the keys are received by Tyson PM. If a forwarding address was not provided, we will send your security deposit statement and any available refund check will be mailed to your last known address, which is usually the property address.

If, upon receiving your security deposit disposition statement, you disagree with any of the charges, you have 10 days to submit your dispute in writing to help@tysonprop.com for review. You will need to provide all supporting document that you have available for review including any pictures that you took at your move-in and move-out, copies of any invoices, etc. We will review your dispute and will respond within one week.

Emergency/Disaster Procedures

Family Emergency Preparedness Guide

(source: https://www.nmhealth.org/about/erd/bhem/fepg/)

Communities throughout the Southwest are subject to a few potential natural disasters such as fires, tornados, flooding, severe storms, earthquakes, dam failures and landslides. While we hope that such occurrences never happen, it has been shown time and time again that being prepared for disasters is prudent.

The New Mexico State Health Department has the Family Emergency Preparedness Guide (https://www.nmhealth.org/publication/view/guide/1091/) which details steps for planning for such disasters, creating your own family plan, how to have disaster supplies and emergency contact information. All Tenants should download and maintain this disaster guide in an accessible location for easy reference.

YOU ARE RESPONSIBLE FOR SECURING THE PROPERTY AGAINST POSSIBLE DAMAGE. EVERYTHING A HOMEOWNER SHOULD DO; YOU ARE EXPECTED TO DO.

Non-Disaster Procedures

(Examples: Kitchen Fire, Water Line Flood, Tree Falls on House, Break-In)

Upon first occurrence or discovery of property, immediately secure the property from further damage. Following is a summary of what to expect. Please post this notice in a visible place.

Tenant Responsibility

Take steps to prevent additional damage immediately.

- Turn off source of water, electricity, or gas, as the situation demands.
- Notify Tyson PM
- Make claim on Tenant's insurance for personal belongings.
- Notify Tyson PM of Tenant's insurance coverage.
- Provide emergency (police, fire, etc.) report to Tyson PM within 5 days of the incident.
- Provide access for insurance, repair people, etc. to access and repair damage.
- Notify Tyson PM of delays or problems with repairs.

Tenant is responsible for any loss to the owner due to tenant negligence.

APPENDIX