Executive Management Plus

822-B Rockville Pike Rockville, MD 20852 301-299-1000 ex.358

TENANT GUIDE

Ver. 1/09/17

This guide has been prepared to outline terms and conditions and assist you with questions you may have regarding your tenancy. Please refer to your lease or call our office if you have any other questions. This guide is a part of your lease and you agree to be bound by the terms herein contained. Should there be any conflict between the lease and this Tenant Guide, this Tenant Guide shall be controlling. ("You" or "Your" means the tenant, "we" or "our" means landlord.)

Rental Payment

Your rent is due <u>in our office</u> on the first day of the month. Your lease may provide for a grace period to allow for mail delays. If payment is not received <u>in our office</u> before the end of the grace period you will be charged the stated late charge. If the rent is not received promptly, our office will file a legal action for summary eviction. You agree to pay and will be charged for all legal fees (typical eviction legal fees are approximately \$140 per filing.) Should any sums due under the lease remain unpaid at the end of the lease, then you agree to pay all collection costs, court costs, and legal fees (at the rate of \$175 per hour.) Legal fees, late fees, bounced check fees, repair fees, and any other monies due from tenant shall be deemed to be owed as additional rent. Any payment made by tenant shall first be used to pay off such charges before being applied towards the monthly reoccurring rental amount.

If your check is returned by the bank you must immediately bring a certified check or money order to our office to replace the bounced check. You will be responsible for all late fees and or bounced check fees as per your lease. All future payments must be made by certified check, or money order (we do not accept large cash payments.) We cannot redeposit any bounced checks. If your check bounces and you do not bring a money order, or certified check before the end of the grace period, you will owe a late charge in addition to the bounced check fee.

Move-in Inspection

As per your lease, you should immediately inspect the property and send us a written list of any existing defects or damages to the property. This list is very important. It will be consulted at your move-out inspection to determine any damages caused by your tenancy. Please pay particular notice to the condition of the carpet. You are required to return the carpet along with everything else to us in the same condition as when you move in, normal wear excepted. **Utilities**

As soon as you sign your lease please call all applicable utility companies and have the services put into your name. Be sure to inform our office of your new telephone number. Tenant shall be responsible to provide electricity, gas, and water as necessary for repairs and maintenance during their occupancy of the property.

When you move out, please have the utility meters read and the final bills sent to your new address. Do Not have the Water, Gas, or Electricity Turned Off, have the service transferred to Executive Management Plus. IF YOU DO NOT HAVE THE UTILITY SERVICES TRANSFERRED PROMPTLY UPON OCCUPANCY/VACANCY THEN UTILITY BILLS WILL BE PRORATED BY EXECUTIVE MANAGEMENT PLUS AND YOU WILL BE BILLED A \$25.00 ADJUSTMENT FEE. It is the tenant's responsibility to monitor water usage by toilets and drains and notify us immediately of any leakage or phantom flushing. In no case will landlord pay for excessive water usage.

PEPCO (Electric)	202-833-7500	City of Rockville Water	240-314-8420
Baltimore Gas & Electric	800-685-0123	Potomac Edison	800-255-3443
Washington Gas	800-752-7520	Verizon Phone	301-954-6260
WSSC (Water & Sewer)	301-206-8000	Comcast Cable	301-424-4400

Smoke Detectors/Carbon Monoxide Detectors

Please test your detectors every month. Batteries should be replaced every six months. It is easy to remember if you just change the batteries when you reset your clocks in the spring/fall. The property may not be equipped with a carbon monoxide detector. If so we strongly recommend you purchase and install a carbon monoxide detector to guard against the malfunction of any fuel burning equipment.

Non-Emergency Repairs

Please contact our office at 301-299-1000 Ex. 358 during normal business hours. We will arrange for the proper tradesman to contact you to schedule a time to have the repair completed. Please note that most tradespeople keep regular daytime hours, Monday through Friday. They also offer weekend, evening, and holiday service which is billed at overtime rates. If you wish to have non-emergency repairs completed during evenings, weekends, or holidays, you will be responsible for the additional charges. If you wish to have non-emergency repairs completed during evenings, weekends, or holidays please inform us when you call. Should you schedule an appointment with a repairman and fail to be available to let them in, you shall be responsible for the service call charge for the missed appointment. Should you request a repair and the service person finds that there is actually no problem, or if the problem found is due to tenant negligence, then Tenant shall be responsible for the cost. Tenant is strongly advised to procure a Renter's Insurance policy which includes reimbursement to them for hotel lodging should the property be damaged and disruptive repairs are necessary. Landlord shall not be responsible for any lodging expense or rent abatement unless said damages were caused by landlords gross negligence.

Emergency Repairs

"Emergency repairs" are defined as repairs which if not attended to <u>immediately</u> will cause serious property damage or personal injury. Examples are: major uncontrollable water leakage, electrical problems which pose a fire or injury hazard, or no heat when the temperature is below 40 degrees.

If you need an emergency repair please call our office at (301) 299-1000 immediately. After normal hours call 301-647-2300. If you tried but cannot reach someone in our office, and you have a <u>true emergency</u> call a suitable tradesman yourself and we will reimburse you. Please note that if you call a tradesman yourself for a non-emergency repair you may be responsible for all or a portion of the repair costs. Our office will make the final decision as to if a repair was an emergency or not. If you must employ a tradesman on your own, continue to try to reach our office so that we can be informed A.S.A.P.

Hosebibs

It is the tenant's responsibility to shut off all outside water spigots in the wintertime so they do not freeze and burst. The correct procedure is to shut off the inside valve (usually located in the basement) then open the outside spigot and allow the water to drain. Make sure that all hoses are removed from the spigots during the winter months. Please note that any damage caused by your failure to turn off and drain these spigots will be your expense. If you have any questions on how to shut off and drain the system please call our office.

Lawn and Grounds

You must maintain any lawn and grounds in good condition that are part of the property or between the property and the public street. Such maintenance shall include cutting, trimming, maintaining, and watering grass, plantings, shrubs, bushes, and trees. Grass shall be kept cut to an attractive height between two to six inches. Shrubs and bushes should have new growth trimmed regularly during the growing season to maintain a manicured appearance. Small low hanging (under seven feet above grade) tree limbs shall be trimmed as necessary by tenant to maintain head clearance and to keep them off the building. Tenant shall keep garden beds and lawn free of weeds, sticks/branches, leaves, trash, and debris. In most areas the county will post signs and give a date for fall leaf collection at the curb. If the county does not pick up in your area, leaves will have to be bagged and left for pick up by your trash removal company. Tenant shall promptly remove ice and snow from all walks, steps, driveways on the property or between the property and street or parking lot.

Gutter Cleaning

You must clean the roof gutters of leaves and debris. You may need to clean the gutters several times per season if the property has many tall trees. If the gutters are not cleaned, water can back up under the shingles and cause a roof leak, or water could pour against the foundation or into a window well and flood the basement. Yard maintenance and gutter cleaning are the tenants responsibility under your lease. Any damage caused by uncleaned gutters will be the tenant's responsibility.

Bath-tub/Shower caulking

The tenant is responsible for making sure the bathtub/shower is caulked water tight. Any water damage caused by improper caulking will be the tenant's responsibility.

Cutting Boards/Disposal

The use of cutting boards in the kitchen is mandatory. Countertops are not to be used as a cutting surface. Tenant is responsible for any damage to the countertops. Replacement costs run from \$50 to \$150 per linear foot. Garbage disposals are not designed for large amounts of heavy waste such as potato peels, chicken skins, etc. You must scrape off the majority of food from a plate into the trash before rinsing the remaining food into the disposal.

Glass Breakage

The tenant shall be responsible for all glass breakage regardless of the cause. Tenant is advised to secure insurance coverage through a rental insurance policy.

Dish/Antenna/Cable/Telephone/Internet

Tenants are responsible for the work done by the installer of any dish, antenna, telephone, internet, wire or cable. These installers are often independent contractors who look to do the work as quickly as possible with little regard for quality. Ensure that no nails or screws penetrate the roof. Any damage done including holes made, are the tenant's responsibility. Carefully supervise the installation bearing in mind that you will bear any cost to return the property to it's original condition. We do not provide any dish, antenna, telephone, internet or cable wiring or warranty that any such wiring now installed is working or suitable for use. Tenant is responsible for any cost or repair to allow service for such items.

Snow/Ice

You are responsible to remove snow/ice from private sidewalks and driveways located on the property. As per county law, you are also responsible to remove snow/ice from public sidewalks/right-of-ways adjacent to the property.

Smoking

There will be no smoking allowed inside the dwelling. You are responsible for the cost of painting and cleaning to remove any tobacco odor.

Pit Bull Dogs

The Maryland Court of Appeals has issued rulings regarding Put Bull Dogs. These rulings relate to at least three breeds considered "pit bulls"- American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier. We do not and have never, allowed such dogs or dogs that resemble such dogs, to reside in or even visit any property we manage. Therefore, you may not allow any dog on the property at anytime that is or resembles a "Pit Bull." If you are not familiar with the look of this breed look on the internet or contact this office before allowing any dog on the property. If you disregard this notice, your lease is subject to immediate termination. You hereby indemnify us, our agents and employees, and the property owner, for any cost, expense, or damage to anyone injured or killed by one of these animals who is present at the property during your lease or occupancy.

Property Access

Landlord and/or his authorized agent(s) shall have the right to enter the property upon 24 hour notice by telephone, email, fax, or a posting on the door to make inspections, repairs, supply services, or other necessary reasons. In the event of an emergency or when landlord has good reason to believe tenant, or circumstances may have damaged the property, no notice is necessary for entrance.

Move Out

As per your lease we must have written notice of your intention to move at the end of your lease. Consult the lease for the length of notice you must provide. Notice given shall run from the first day of a month to the last day of a month. We cannot accept mid-month terminations. Keys must be turned in within twenty four hours after you vacate the property. If we do not received your keys within this time period you will be charged \$25 to have new keys made. You are expected to be completely moved out and have the property clean as of midnight of the last day of the month. We often have new tenants who expect occupancy on the first day of the month moving in as you move out. The entire property must be left clean- carpets vacuumed, floors swept/mopped, cabinets/counter clean, plumbing fixtures and appliances clean, all trash and personal items removed, yard mowed/trimmed, leaves and sticks removed, gutters empty, working light bulbs, filters clean, ect. You will be charged for any carpet stains which cannot be cleaned or any excessive/abusive wear. If you have not completely vacated the property on the date specified in your/our written notice or do not leave the property clean and in substantially the same condition as when you moved in (normal wear excepted), you will be charged a late move out fee. The late move out fee shall be one fifteenth of the current monthly rent, per day, until the property is available for reoccupancy.