



Tenant Information Pamphlet

Welcome to your new residence. We are happy that you decided to rent one of our owner's properties. It is very important that we have clear understanding of our mutual expectations relating to your occupancy. For this purpose, we have prepared this booklet. This booklet is also available on our website at www.bsrsince1890.com.

It is intended to serve as a reference document in two ways:

1. As a discussion outline with our leasing personnel at the time of the lease signing.
2. As a ready reference guide in the event there are questions that arise during the term of your occupancy that may not have been specifically addressed in the Lease Agreement.

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National Association of Residential Property Managers

Tenant Information Pamphlet

The information contained in this pamphlet are attached to and made a part of the lease. The lease that was signed by both of us is a contractual agreement of our obligations and responsibilities, as the agent (and representative of the owner) and you. Our experience shows us that most people who sign a lease are not very familiar with the content and rarely review it again.

We recommend that you thoroughly read the lease as well as this pamphlet, if you have any questions, please ask your Property Manager for clarification. We are happy to provide any information needed.

RENT PAYMENTS

All rent payments must be delivered to our office by no later than close of business on the 5th of each month. Close of business is normally 5 PM and the only exception is when the 5th falls on a weekend or Nationally recognized holiday. **In these cases, all rents must be in our office by 10 AM on the NEXT BUSINESS DAY!** You will be responsible for any delay in delivery (mail or otherwise which includes leaving your rent payment in our overnight delivery box after hours!) late payment fees will be applied and will continue to accrue until the full amount plus any late fees are paid.

If your payment is not received by the 5th of the month, collection efforts will begin and you will be responsible for all associated costs and may be evicted!

If you make your rent payments by check, those funds must be available at the time you deliver the check to our office. We will not accept post-dated checks! If your check is returned to us for any reason, we will not resubmit it. You will be charged a \$50.00 returned check fee, the \$100.00 fee for late rent as well as \$5.00 for each day your rent is late. Since most of these checks take 20 days to get returned, a bounced check could easily cost you \$200.00 and will result in the requirement that all future rent payments be made by money order or Cashiers Check.

The most important issue, if you know you are going to be late, **CALL YOUR MANAGER AS SOON AS POSSIBLE!** Do not attempt to avoid the issue, this will only make matters worse and it will affect your living arrangements.

LEASE TIME PERIOD

An item frequently misunderstood relates to the lease time periods. Under the terms of your lease, you are required:

- To be responsible for the property and lease payments until the expiration of your lease.
- To provide Bennett-Shellenberger Realty, Inc. with **30 Days written notice** in advance of your vacating date, even if your lease has expired and you are on a month-to-month tenancy.
- To completely move out by the lease termination date or you are liable for an additional full month's rent.
- The property is not rented on a day-to-day or week-to-week basis and **rent will not be prorated.** This includes military orders (these must be presented at the time of notice and must be specific requiring you to permanently relocate away from the Colorado Springs area). Your lease will end at the end of the next full month.

If your lease ends and a new lease is not signed, you are then on a month-to-month lease, **you must provide 30 days written notice** to vacate since it was an original agreement of your lease. All notices to vacate are effective the last day of the month.

INSURANCE

- It is the owner's responsibility to insure the structural components of the house for such things as fire, wind, hail, and other acts of God. In the event of any of the above, the owner's insurance will **only** cover the structure itself. The tenant's personal property in the home as well as in the garage and outside the home **is not** covered by the owner's insurance. **You must carry separate insurance for these items! The owner does not have any of your property insured for loss or damage!**
- Another very important issue for your consideration is that **you** are also responsible for liability insurance as it relates to such issues as dangerous items left on sidewalks and driveways, un-shoveled snow and ice, and other hazards around the premises.

A couple of examples were renters insurance has helped tenants:

1. A tenant's property was burglarized, property was stolen and the home was damaged. The front door was kicked in and the door and door jam were damaged beyond repair. The tenant would have been responsible to replace the door and door jam at a cost of \$625. Renters insurance covered the damage as well as the stolen property.
2. A tenant's son burned a hole in a counter top. The counters cost \$1,025.00 to replace. That tenant's renters insurance covered the fire damage.

MISCELLANEOUS ISSUES AND RESSPONSIBILITIES OF TENANTS

- **Pets:** If your lease does not specifically indicate that pets are permitted, they are prohibited for any length of time and purpose whatsoever! We will employ all legal means necessary to remove the pet from the home and charge you \$50.00 per day for everyday a pet is on the premises without written permission.
- **Parking:** The Tenant is responsible for parking only in those areas designated for parking. Tenant shall also be responsible for insuring that all visitors and guests comply with parking designations.
- **Extended Visitors:** The Tenant shall be permitted to have temporary visitors for a reasonable period of time. No Tenant will be permitted to live with any type of visitor for a period beyond 14 days without written permission of the Landlord.
- **Lost Keys:** If your keys to your home or garage door openers are lost or stolen, report it to the police. If they were lost with your identification, you may want to have the locks changed. In that event, contact the Property Management Office who will make or approve the lock change (you must provide a copy of the keys to the management company immediately). **THERE IS A FEE FOR ALL LOCK CHANGES OR THE REPLACEMENT OF OPENERS.** A police report number will be required.
- If you are considering installing a personal security /alarm system in your apartment, **YOU MUST FIRST CLEAR IT WITH PROPERTY MANAGEMENT.** If it is approved, **YOU MUST THEN PROVIDE PROPERTY MANAGEMENT WITH THE ACCESS CODE FOR USE IN CASE OF EMERGENCY!**

REPAIR AND MAINTENANCE - GENERAL

- The Tenant is not responsible for "normal wear and tear". This means that deterioration, which occurs, based upon the normal use for which the property is intended. The Tenant is responsible for repairs caused by negligence, carelessness, accident, or abuse of the property or equipment located there in. The Tenant is also responsible for repairs if any member of the household, guests or pets caused the need for such repairs.
- The Tenant is responsible for stabilizing an emergency situation to the full extent possible and to take steps to prevent further damage to Tenants and Owners property. In cases of water leaks, Tenant is required to take steps to turn off supplies of water so the amount of water is minimized. Tenant shall notify the Landlord immediately in cases involving water, sewer, fire, smoke or heat emergencies so that appropriateness of repairs can be determined. Landlord is responsible for determining if a repair requires immediate attention. Other responsibilities may be determined on a case by case basis to protect persons and property.
- The Tenant is responsible for clearing sidewalks and driveways on the property of snow, ice and other debris which may cause a hazard.
- The Tenant is responsible for the removal of garbage and household trash. Tenant shall maintain and clean all patios and other areas which are reserved for the Tenants private use.
- The Tenant will be given 2 sets of keys for the home as well as noted garage door opener remote controls. These keys, together with any and all duplicates made by the Tenant during the tenancy must be returned to the Landlord at the end of the lease period. There is a \$3.00 charge for the replacement of missing or lost keys.
- No repairs other than those of an emergency nature will be made after normal working hours, weekends and holidays. In the event of plumbing or electrical problems requiring professional service, this office should be called so that arrangements for repairs can be made with appropriate company. Any calls made for repairs without our approval will be at the tenant's expense.

- In the event Tenant fails to show for or provide access for a scheduled maintenance or inspection appointment without a 24-hour prior notice, tenant will be billed \$35.00 or the amount of the service call charged by the maintenance company.

REPAIR AND MAINTENANCE - TENANTS RESPONSIBILITY AND COST

- **Electrical:** Light bulbs, fuses, smoke/fire detector batteries, and garage door opener batteries.
- **Plumbing:** Frozen outside water faucets, clogged drains and plugged garbage disposals.
- **Furnace & Water Heater:** Replace furnace filters. Furnace/water heater pilot re-lighting. (You may call the Gas Company to re-light the pilot light.)
- **Insects/Rodents:** Tenant is responsible for extermination.
- **Lawn Care:** Colorado Springs is located within a semi-arid area. This means weeks or even months may go by without any measurable rainfall. The heat and dry winds will dry out and burn up a lawn in a few days. It is the tenant's responsibility to ensure this does not happen. Lawns will not stay green nor survive without care and proper watering. You cannot rely on nature or the weatherman's forecast. If you plan to be away from your home for more than a day or two, you need to ensure the lawn will still be properly cared for. Periodic winter watering is also necessary during extended dry periods. (Remember to remove garden hoses from outside sill caulks to avoid freeze damage.)
- **Sprinkler System:** Damage, which has been caused by lawn mowers or others items knocking sprinkler, heads off, and allowing system to freeze up during the winter will be repaired at the tenant's expense.

REPAIR AND MAINTENANCE - OWNER RESPONSIBILITIES

- The owner is responsible for repair to heating systems, plumbing lines, electrical outlets and lights, and included appliances, provided failure is not due to negligence and carelessness by the occupants or guests.

PRE AND POST INSPECTIONS

- Bennett-Shellenberger Realty, Inc. conducted a thorough inspection prior to occupancy. The Tenant was provided an inspection form which is required to be filled out, signed, and mailed or otherwise returned to Bennett-Shellenberger Realty, Inc. within seven days of taking occupancy. The Property Manager will review the inspection for any discrepancies or missed items. Provided everything is in order, the Landlord will sign the inspection form, and mail a copy to the Tenant.
- At the time of vacating the premises the tenant will bring the keys to Bennett-Shellenberger Realty, Inc. The Property Manager will conduct an inspection with the original inspection report that was signed by both parties, and expect the premises to be in identical condition. The Property Manager will have the full responsibility for determining "normal wear and tear". It does not include abuse or neglect.
- Any repairs and maintenance items that are necessary so that the premises are in the identical condition as in the pre-occupancy inspection are the responsibility of the Tenant. The cost of these repairs and maintenance items will be deducted from the Security Deposit. (see the included schedule of potential move out charges)

SECURITY DEPOSIT PROCEDURES

- The Security Deposit will be maintained in an escrow account awaiting final disposition when the property is vacated. **Under No Circumstances** may the Security Deposit be applied as the final months rent payment. In the event this occurs, the lease will be called in immediate default and if rent is not paid, eviction proceedings will commence within seventy-two (72) hours from the time of default. The tenant will be responsible for all costs incurred and associated with the eviction process.

MOVE-OUT CHECKLIST

Have the following items completed **Prior** to turning in the keys.

Grounds

- Free of trash, weeds, and pet manure.
- Grass cut and clippings removed.
- Outside hoses disconnected and stored in garage or basement.
- Swept patio.
- All window wells clean and clear of trash, weeds, and debris.

General Interior

- All drapes and curtain rods should be firmly fastened. All drapes, blinds and curtains cleaned and in good repair and properly hung.
- All heat fixtures clean.
- Get a final reading on your utilities as of the last day on the lease, insuring that they will be placed back into the Landlords name. Tenant shall be responsible for any fees required to re-connect any utility services. These fees shall be deducted from Tenants security deposit.
- Make your final trash pick-up arrangements. Do not leave un-bagged trash for pickup.
- **Carpets must be Professionally steam cleaned** and, if necessary, deodorized. (Receipt required)
- Walls, windowsills and baseboards cleaned.
- Clean windows, including door windows and window tracks.

Living Room/ Dining Room/ Family Room

- Tile and hardwood floors clean and waxed.
- Light fixtures and switches complete and operating (bulbs installed).
- Fireplace face free of smoke and firebox vacuumed. All tools received with home must be present.

Kitchen

- Stovetop and oven cleaned, including under burners and top of oven.
- Appliance bulbs, installed and working in ovens and refrigerators.
- Hood and hood filter clean and free of grease.
- Leave refrigerator and freezers clean and defrosted. Leave **plugged in** and running at normal settings.

Bedrooms

- Closets free of trash and hangers.
- Shelves clean.
- Walls clean.

Bathrooms

- All fixtures clean, including inside of bowls, tub and showers.
- Floor cleaned and waxed (if waxable floor).
- Medicine cabinet clean and mirrors polished.
- All drawers clean and free of makeup and debris.
- Mirror cleaned.

Basement and Garage

- Trash removed.
- Clean up oil, paint, and other stains from floor.
- Leave such counters, shelves, work benches etc. as were in unit upon occupancy.
- Remove any temporary construction you may have installed.

SUMMARY

We are sure that you, as the tenant, desire to have a most pleasant occupancy in your new residence, and we desire to have a most pleasant relationship with you as the tenant. We feel strongly that by understanding the items in this document, our objectives can be accomplished. If there are any other questions regarding your new residence or our obligations, please feel free to ask.

PHONE NUMBERS FOR SERVICES

- **Colorado Springs Utilities** 448-4800
- Fountain Utilities 383-5604
- Mountain View Electric Association 495-2283
- Peoples Natural Gas 392-3491
- Security Water/Sewer District 392-3475
- Widefield Water/Sewer District 390-7111
- **Qwest Communications** (telephone) 1-800-244-1111
- **Adelphia (cable vision)** 633-6616

In emergency situations, your Property Manager, and we at Bennett-Shellenberger Realty, Inc., can be contacted 24 hours a day through **our main office phone number 719-471-1703**. If our office is closed, our after hours answering service will take your information and contact your Property Manager as quickly as possible, depending on the issue.

If you do not have an Emergency, please call during normal business hours of 8:30 AM to 5:00 PM, Monday through Friday.

Move-Out Charges

To follow is a list of the most common charges encountered when tenants move out and leave the premises in need of repair.

Please note that these charges are estimates, actual charges may vary.

Normal wear & tear, and the remaining life of the item in need of repair, have been considered.

Remember, you must have the carpet professionally cleaned when you move out and must provide us a receipt or you will be charged for this service

Cleaning

<input type="checkbox"/>	Clean refrigerator	\$ 20.00
<input type="checkbox"/>	Clean stove top	\$ 10.00
<input type="checkbox"/>	Clean oven	\$ 20.00
<input type="checkbox"/>	Clean stove hood	\$ 10.00
<input type="checkbox"/>	Clean kitchen cabinets	\$ 20.00
<input type="checkbox"/>	Clean Kitchen floor	\$ 20.00
<input type="checkbox"/>	Clean tub/shower and surrounding area	\$ 20.00
<input type="checkbox"/>	Clean toilet and sink	\$ 10.00
<input type="checkbox"/>	Clean bathroom cabinets and floor	\$ 20.00
<input type="checkbox"/>	Vacuum throughout dwelling	\$ 20.00
<input type="checkbox"/>	Clean greasy parking space	\$ 20.00
<input type="checkbox"/>	Carpet steam clean	\$ 200.00
<input type="checkbox"/>	Clean fireplace	\$ 20.00
<input type="checkbox"/>	Replace burner drip pans	\$ 12.00

Flooring

<input type="checkbox"/>	Remove carpet stains	\$ 80.00
<input type="checkbox"/>	Deodorize carpet	\$ 85.00
<input type="checkbox"/>	Repair carpet	\$ 75.00
<input type="checkbox"/>	Repair hardwood flooring	\$ 90.00
<input type="checkbox"/>	Refinish hardwood flooring (room)	\$ 300.00
<input type="checkbox"/>	Repair linoleum	\$ 45.00
<input type="checkbox"/>	Replace kitchen linoleum	\$ 375.00
<input type="checkbox"/>	Replace bathroom linoleum	\$ 225.00
<input type="checkbox"/>	Repair floor tile	\$ 30.00
<input type="checkbox"/>	Replace kitchen floor tile	\$ 250.00
<input type="checkbox"/>	Replace bathroom floor tile	\$ 150.00

Walls

<input type="checkbox"/>	Remove mildew and treat surface	\$ 12.00
<input type="checkbox"/>	Cover crayon marks	\$ 12.00
<input type="checkbox"/>	Repair hole in wall	\$ 45.00
<input type="checkbox"/>	Remove wallpaper	\$ 135.00
<input type="checkbox"/>	Repaint (per wall /ceiling)	\$ 35.00
<input type="checkbox"/>	Repair nail holes	\$ 20.00

Doors

<input type="checkbox"/>	Repair hole in hollow core door	\$ 45.00
<input type="checkbox"/>	Repair forced door damage	\$ 65.00
<input type="checkbox"/>	Replace door (inside)	\$ 125.00
<input type="checkbox"/>	Replace door (outside)	\$ 225.00
<input type="checkbox"/>	Replace sliding glass door (single)	\$ 150.00
<input type="checkbox"/>	Replace sliding glass door (double)	\$ 250.00
<input type="checkbox"/>	Rescreen sliding door screen	\$ 25.00
<input type="checkbox"/>	Replace sliding screen door	\$ 55.00
<input type="checkbox"/>	Replace garage door opener	\$ 50.00
<input type="checkbox"/>	Replace interior door knob	\$ 15.00

Plumbing

<input type="checkbox"/>	Replace kitchen faucet	\$ 50.00
<input type="checkbox"/>	Replace bathroom faucet	\$ 45.00
<input type="checkbox"/>	Replace faucet handle	\$ 7.50
<input type="checkbox"/>	Replace faucet aerator	\$ 3.50
<input type="checkbox"/>	Replace shower head	\$ 12.00
<input type="checkbox"/>	Replace toilet tank lid	\$ 15.00
<input type="checkbox"/>	Replace toilet	\$ 130.00
<input type="checkbox"/>	Replace garbage disposal	\$ 80.00

Windows and window coverings

<input type="checkbox"/>	Replace single window pane	\$ 100.00
<input type="checkbox"/>	Replace double window pane	\$ 200.00
<input type="checkbox"/>	Replace Venetian blinds	\$ 30.00
<input type="checkbox"/>	Replace window shade	\$ 15.00
<input type="checkbox"/>	Replace drapery (sill length)	\$ 75.00
<input type="checkbox"/>	Replace drapery (floor length)	\$ 150.00
<input type="checkbox"/>	Rescreen window screen	\$ 20.00
<input type="checkbox"/>	Replace window screen	\$ 30.00

Electrical

<input type="checkbox"/>	Replace light bulb	\$ 2.00
<input type="checkbox"/>	Replace light fixture globe	\$ 12.00
<input type="checkbox"/>	Replace light fixture	\$ 30.00
<input type="checkbox"/>	Replace electrical outlet/switch	\$ 15.00
<input type="checkbox"/>	Replace electrical cover plate	\$ 2.00

Locks

<input type="checkbox"/>	Replace door key	\$ 3.00
<input type="checkbox"/>	Replace cylindrical doorlock	\$ 25.00
<input type="checkbox"/>	Replace deadbolt lock	\$ 25.00

Miscellaneous

<input type="checkbox"/>	Replace refrigerator shelf	\$ 35.00
<input type="checkbox"/>	Replace stove / oven knob	\$ 20.00
<input type="checkbox"/>	Repair ceramic tile	\$ 40.00
<input type="checkbox"/>	Replace ceramic tile countertop	\$ 450.00
<input type="checkbox"/>	Repair laminate countertop	\$ 75.00
<input type="checkbox"/>	Replace laminate countertop	\$ 300.00
<input type="checkbox"/>	Replace mirror	\$ 75.00
<input type="checkbox"/>	Replace medicine cabinet	\$ 75.00
<input type="checkbox"/>	Replace towel bar	\$ 15.00
<input type="checkbox"/>	Replace shower curtain rod	\$ 15.00
<input type="checkbox"/>	Replace shower / tub enclosure	\$ 300.00
<input type="checkbox"/>	Repair porcelain	\$ 150.00
<input type="checkbox"/>	Replace thermostat	\$ 60.00
<input type="checkbox"/>	Remove junk and debris	\$ 50.00