

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

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# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

## FAIR HOUSING | EQUAL HOUSING → [BACK TO INDEX](#)

- We do not discriminate against any applicant for reason of race, color, national origin, religion, sex, handicap marital or familial status. Familial status as defined by the Fair Housing Act is a characteristic determined by a person's household where one or more individuals under the age of 18 live with a parent or legal guardian and prohibits denying rights to people under the age of 18 who live with a parent or legal guardian.

## APPLICANT → [BACK TO INDEX](#)

- **READ THE ENTIRE RENTAL POLICIES AND PROCEDURES BEFORE APPLYING**
- ALL properties are subject to prior lease and revision to availability, rate, terms, special offers, or features without notice. If you are applying for a particular property, it is your responsibility to verify that the property that you are seeking is still available before applying! The accuracy of any listing on any website is NEVER guaranteed. It is your responsibility to verify the listing with the Landlord and/or Property Manager before applying. The application process is automated and DOES NOT check availability for a particular property, it is your responsibility to verify the property is available before applying.
- **APPLICATION FEES ARE IMMEDIATELY NON-REFUNDABLE!**
- The application will NOT be processed with missing or false information.
- All applications become the property of Dooley Properties LLC.
- Each adult person age 18 or older must submit an application and provide ALL information.
- After the initial application is approved, the applicant MUST submit (to be considered for final approval) the following...
  - Last two (2) months consecutive payroll statements (check stubs) for each applicant,
  - Clear color copy of each applicant's driver's license and,
  - Clear color copy of each applicant's social security card,
- If the applicant/s income is based either in whole or in part on commissions, then the applicant must provide proof of earnings from commissions for 12 consecutive months (commissions checks and tax return)
- If the applicant/s is self-employed or is a sole proprietor, then the individual/s must submit their current and previous year's tax return along with ALL schedules and their last three consecutive bank statements. Self-employment income as shown on Form 1040, Schedule C; line 31: "net income" plus line 13: "depreciation."
- If documenting other assets or income, provide three (3) most recent asset statements.
- Each applicant MUST be sure to have given notice to their current Landlord and/or Property Manager. Landlords and/or Property Managers will NOT release information on your tenancy if you have not given notice and your application will may be rejected. We will make a diligent effort to verify present and prior rental and/or mortgage information as submitted by the applicant. However, the final responsibility for ensuring access to this information rests with the applicant.
- ROOMMATES LIMITED TO TWO (2).
  - NON-MARRIED or ROOMMATE applicants (as Joint Tenants) are acceptable with a single deposit if they meet the following criteria...
    - Have a MINIMUM OF TWO YEARS VERIFIABLE and ACCEPTABLE RENTAL HISTORY TOGETHER (not through a relative, family member, friend, military or housing) or,
    - Have had valid property ownership together (i.e., a mortgage) or,
    - Where each (separately and individually) has sufficient income where by either could afford the property rental payments on their own should one, or the other vacate before the lease end date.
    - The deposit is based on the lower of the two applicants' credit scores.
  - NON-MARRIED or ROOMMATE applicants (as Joint Tenants) would NOT be considered for Joint Tenancy with a single deposit where they have...
    - NO OR LESS THAN TWO YEARS VERIFIABLE and ACCEPTABLE RENTAL HISTORY TOGETHER or
    - Have NO verifiable property ownership together (i.e., a mortgage) or
    - Where separately neither party has sufficient income to afford the property rental payments on their own should one, or the other vacate before the lease end date.
    - Contact and explain your situation to the Landlord and/or Property Manager for consideration.

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

- ALL person's age eighteen (18) and over and residing at the property for more than 21 days (cumulative or non-cumulative) in any calendar year **MUST** complete an application, have a background check completed and be added to the lease as an additional occupant. Acceptance is NOT guaranteed and is at the complete and absolute discretion of the Landlord and/or Property Manager.

## CREDIT CRITERIA, CREDIT SCORE AND DEPOSITS → [BACK TO INDEX](#)

- Dooley Properties LLC through its Tenant screening service will obtain credit, criminal background, tenancy, employment and social security number verification.
- Credit criteria will include but are not limited to, such factors as rental history, credit history, credit score, judgments, collections, bankruptcies, late pays, NSF checks and ability to pay (employment history, current income, and savings) and debt to income ratio.
- Applicant-supplied reports will not be accepted. We will use **only** the credit, background and tenancy reports as provided by our Tenant screening service. We do not accept credit, background or tenancy reports provided by our prospective Tenants.
- About credit scores, we use the lowest of the applicant and if more than one applicant the lowest score of the two applicants. Your credit score is used as a guide and **MAY** not be the only determining factor for your acceptance or in determining your deposit.
- Credit scores as a factor in determining your base deposit are as follows...

SCORE	SECURITY DEPOSIT
625 or higher	100% of 1 months' rent
575 to 624	125% of 1 months' rent or 100% with approved guarantor
550 to 574	150% of 1 months' rent or 100% with approved guarantor
525 to 549	175% of 1 months' rent or 100% with approved guarantor
500 to 524	200% of 1 months' rent or 100% with approved guarantor
475 to 499	300% of 1 months' rent or 100% with approved guarantor

## APPLICANTS WITH NO CREDIT HISTORY → [BACK TO INDEX](#)

- We will consider the acceptance of an applicant with NO CREDIT HISTORY under the following conditions:
  - Must be locally employed.
  - Must provide a letter from their employer verifying employment and salary. (100% callback to employer to verify is required).
  - Income to rent ratio must be 3:1/month with DTI NO MORE than 45%
  - A 200% deposit at a minimum will be required.

## GUARANTOR POLICY → [BACK TO INDEX](#)

- Guarantor **MUST**...
  - COMPLETE AN APPLICATION (for verification of credit and employment) and,
  - Provide proof of income and ability to pay and,
  - Have a credit score of 700 or above with DTI including the rent of NO MORE than 51%

## INCOME & DEBT TO INCOME REQUIREMENT → [BACK TO INDEX](#)

- Applicant's initial income requirement for application submission is three (3) times the highest rental rate, with income being singular, joint and cumulative from all valid sources (e.g., salary, VA benefits, child support, retirement, social security, annuity payments, etc.).
- Applicant's with a debt to income ratio of more than 51% **MAY** not be accepted, MAX DTI (debt to income) is 55%. (Debt to income is calculated by taking all of your recurring monthly obligations + the highest occurring rent for the property you are seeking and dividing the total by your available income). If you have high monthly debt obligations (credit cards, student loans, car payments, child support, mortgage, note payments, etc.) and have a 2<sup>nd</sup> source of income that you want to be considered such as working a 2<sup>nd</sup> job, overtime pay, child support, VA benefits, social security, annuity payments, etc.) then you need to make us aware of your alternate income source upfront and provide proof and continuance of the alternate income.

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

## PRIOR RENTAL HISTORY → [BACK TO INDEX](#)

- Applicants with civil judgment/s and/or eviction/s and/or collection/s from a current or prior tenancy MAY not be accepted for occupancy and if accepted a higher deposit WILL be required. Please provide a complete written explanation and disposition of any civil judgment/s, eviction/s or collection/s.
- Applicants with late pays (more than two in one year) and/or NSF checks from any current or prior tenancy MAY not be accepted for occupancy and if accepted MAY require a higher deposit. Please provide a complete written explanation and disposition of any late pay/s or NSF checks.
- Applicants with a prior rental history ONLY through a relative, family member, friend, military or student housing is not considered acceptable, and a higher deposit WILL apply.
- Applicants with a prior rental or mortgage history of less than two (2) years MAY require a higher deposit.
- Applicants with NO prior rental or mortgage history WILL require a higher deposit.

## CRIMINAL HISTORY → [BACK TO INDEX](#)

- Applicants with the following convictions **WILL NOT** be considered for tenancy:
  - Sex offender conviction/s
  - Possession with intent to distribute a controlled substance
  - Any assault related conviction/s
  - Any Domestic Violence conviction/s
  - Any robbery, burglary or theft related conviction/s
  - Any Felony conviction/s
- Applicants with the following convictions **MAY NOT** be considered for tenancy:
  - Misdemeanor possession of a controlled substance
  - Misdemeanor DUI
  - Misdemeanor convictions considered on a case by case basis.

## MULTIPLE APPLICANTS FOR THE SAME PROPERTY → [BACK TO INDEX](#)

- In the event one or more applications are received for the same property, the applicants will be qualified and approved based on the order of receipt.

## RENTER'S INSURANCE COVERAGE → [BACK TO INDEX](#)

- REQUIRED AS A CONDITION OF YOUR LEASE TO OBTAIN, MAINTAIN AND PROVIDE ONGOING PROOF OF COVERAGE OF A TEXAS TENANT POLICY WITH A MINIMUM PERSONAL LIABILITY COVERAGE OF \$200,000.00 (without a pet) and \$300,000.00 (with a pet) NAMING DOOLEY PROPERTIES LLC AS AN ADDITIONAL INTEREST.

## PETS → [BACK TO INDEX](#)

- Pets are accepted on a case by case basis ONLY. We reserve the right to **REJECT (not accept)** any pet WITH NO REASON GIVEN. If pets are allowed, a pet deposit and pet fee will apply.
- Fish & Aquariums are accepted ONLY on a case by case basis
  - All large aquariums will require insurance coverage with Dooley Properties LLC named as loss payee. Landlord and/or Property Manager will determine at their sole discretion what is considered a large aquarium.
  - A photograph and aquarium specifications are required for approval.
- NO Hamsters, Guinea Pigs or Mice
- NO Birds or Reptiles
- NO more than two (2) pets per property for single family homes
- NO more than one (1) pet per property for duplexes or townhomes.
  - A second pet may be considered on a case by case basis; discuss your situation with the Landlord and/or Property Manager.
- NO breeding or animal husbandry is allowed at any time or for any reason.
- Non-neutered male and/or non-spayed female pets are considered on a case by case basis ONLY and WILL always require a higher deposit.
- Cats that have not been declawed are considered on a case by case basis ONLY and WILL always require a higher deposit.
- Large Breed dogs and dogs over 25 pounds & 22" at the shoulder will be considered on a case by case basis ONLY; discuss your situation with the Landlord and/or Property Manager.

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

- Pet Deposits and Fees (for dogs 25 pounds or less & 22" or less at the shoulder and domestic breed cats):
  - ✓ \$300.00 refundable deposit per pet + an additional \$20.00/month per pet fee.
  - ✓ Non-spayed or Non-Neutered pets will require a higher deposit.
  - ✓ Puppies will require a higher deposit (1.5X)
  - Any animal three years of age OR UNDER is considered a puppy.
  - ✓ Deposits are refundable if there is no damage and all terms of the lease have been complied with.
  - ✓ Monthly pet fees are non-refundable.
- The following dog breeds, but not limited to, are **NOT APPROVED** for any of our rental properties:
  - American Bulldog
  - American Staffordshire Terrier
  - Doberman's
  - German Shepard's
  - Husky's
  - Malamutes
  - Pit Bull's
  - Rottweiler's
- Tenant **MUST** have submitted (BEFORE keys will be released) for each pet...
  - Two (2) photographs of the pet (one standing side profile and one face),
  - Veterinarian certificate or record showing...
    - The veterinarian's name, address and phone number and,
    - Stating the name, breed, age, weight & height, sex, neutered or spayed and whether clawed or declawed if a cat.
    - Current rabies vaccination certificate with tag number and,
  - Tenant's Renter's Policy with Personal Liability coverage of NOT LESS than \$300,000.00 naming Dooley Properties LLC as an additional interest.
- Tenant is FULLY LIABLE for all damages done by the pet to the property, including but not limited to the yard, landscaping, air conditioner compressor (pet urine will deteriorate the compressor coils), cables or fence.
- Tenant must promptly clean-up all pet feces in the yard. Any nuisance caused by the pet (e.g., noises, smell/odor, digging out, allowed to roam the neighborhood to included being outside the home or fenced area without being leashed to the tenant, etc. will be grounds for revocation of the pet agreement; and require the prompt removal of the pet with the pet deposit being automatically forfeited.
- Tenant is responsible for having the property "Professionally Exterminated" for fleas, ticks and parasites by a Texas licensed pest exterminator to include the complete interior (all rooms including closets and bath rooms), garage, front yard and rear yard. Tenant shall provide a copy of the PAID service ticket for such service to the Landlord and/or Property Manager.
- Tenant is responsible for having the property "Professionally" cleaned and pet treated to include all carpets in order to remove any pet odor, urine, feces, fleas, ticks, parasites, etc. **and** as may be determined at the sole discretion of the Landlord and/or Property Manager the complete replacement of the carpet and/or carpet pad and/or any other damaged flooring. Tenant shall provide a copy of the PAID service ticket for such service to the Landlord and/or Property Manager.
- TENANT MUST NOTIFY THE LANDLORD AND/OR PROPERTY MANAGER, EXECUTE A PET AGREEMENT AND PAY ALL DEPOSITS AND FEES PRIOR TO THE KEEPING OF ANY PET ON THE PREMISES, EVEN TEMPORARILY (even temporarily, applies to pets of family members, friends or guest brought on to the property for even a short period of time).
- **THE KEEPING OF A PET ON THE PREMISES, EVEN TEMPORARILY, WITHOUT AN EXECUTED PET AGREEMENT IS A VIOLATION OF THE LEASE AND TENANT SHALL BE PREDISPOSED (LIABLE) AND SHALL PAY TO THE LANDLORD AND/OR PROPERTY MANAGER A FEE EQUAL TO ONE MONTH'S RENT AND THE FORFEITURE OF THE SECURITY DEPOSIT, AS LIQUIDATED DAMAGES, FOR TENANT'S FAILURE TO COMPLY WITH THE PET POLICY.**

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

## SATELLITE DISHES OR ANTENNAS → [BACK TO INDEX](#)

- All satellite dishes and/or antennas of any kind or type MUST have the prior approval of the Landlord and/or Property Manager.
- NO satellite dish and/or antenna may be attached to the property or fence at any time for any reason.
- NO other external antenna is allowed, i.e., VF or VHF TV, Ham Radio, Citizens Band Radio, etc.
- REMOVAL AND/OR REPAIRS TO THE PROPERTY WILL BE AT THE SOLE AND COMPLETE EXPENSE OF THE TENANT.

## SMOKING → [BACK TO INDEX](#)

- SMOKING IS NOT ALLOWED ON THE PROPERTY AT ANY TIME (INCLUDING PORCHES AND GARAGE). SMOKING ON THE PROPERTY IS A VIOLATION OF THE LEASE AND TENANT SHALL BE PREDISPOSED (LIABLE) AND SHALL PAY TO THE LANDLORD AND/OR PROPERTY MANAGER A FEE EQUAL TO ONE MONTH'S RENT AND THE FORFEITURE OF THE SECURITY DEPOSIT, AS LIQUIDATED DAMAGES, FOR TENANT'S FAILURE TO COMPLY WITH THIS POLICY.

## PROHIBITED ITEMS → [BACK TO INDEX](#)

- Coolers, ice chest or refrigerators of any type or nature with a locking door or cover
- Explosives of any nature, kind or type
- Fireworks of any nature, kind or type (storage or setting off of)
- Gasoline not stored in an approved UL container
- Gasoline stored in excess of 5 gallons
- Illegal or illicit drugs of any nature, kind or type
- Jungle gyms that are not previously approved and properly anchored.
- Swimming Pools
- Swing Sets that are not previously approved and properly anchored.
- Trampolines of any type, kind or size
- Use of any type of barbecue pit within any enclosed space to include the garage or any covered porch area.
  - ✓ *Barbecue pits are never allowed to be left at the front of the property.*
- Use of any type of fire pit within any enclosed space to include the garage or covered porch area. Fire pits are never allowed at the front of the property at any time.
- Storage of animal, wildlife and bird food
- ALL animal, wildlife and bird food of any kind must be kept in a sealed container with latching lid.
- Storing animal, wildlife and/or bird food in unsealed non-latching containers has the propensity to attract not only wildlife but rodents. Tenant is fully liable for any and all wildlife and/or rodent extermination, removal or control, as may be determined by the Landlord as being caused or resulting from the storing of animal, wildlife and/or bird food on the premises.
- Wildlife feeders of any kind, type or nature are not permitted.
- Outdoor Bird feeders MAY be permitted on a case by case basis provided:
  - ✓ Bird feeders are not to be attached to the fence, home, landscape or trees. They must be free hanging from a yard pole or chain hanging from a tree and away from the house. They are never permitted in flower beds, patios or porches at any time.
  - ✓ Tenant is responsible for the clean-up and removal spilled seeds (caused by any reason) and the removal of vegetation growing in the lawn or flower beds as result of seeds being spilled upon the ground. See also below Tenants responsibility for rodent extermination, removal or control and property damages.
- Wildlife and/or Bird feeders have the propensity to bring rodents to the property. If it is determined by the Landlord that the use of a Wildlife and/or Bird feeder and/or the storage of any Wildlife or Bird feed has caused a rodent problem then the Tenant will be held fully liable for the expense to exterminate, remove or control as well as for the repair of any damages to the property.

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

## OCCUPANCY LIMITS → [BACK TO INDEX](#)

- Generally, in the initial lease, we only allow two (2) adults per property (married or unmarried). An exception to this rule would be where one of the existing residents to the lease request to have a parent, sibling or adult child move in with them on a permanent or short term basis longer than the guest period specified in the lease agreement. The acceptance of this other person/s will be solely and completely at the discretion of the Landlord and/or Property Manager and will require this person/s to complete a Tenant application, pay the requisite application fee and be successfully screened and accepted as an additional occupant. Upon acceptance (and at the discretion of the Landlord and/or Property Manager), the rent may be increased as compensation for the additional wear and tear on the property, and the new resident may be required to pay a security deposit as an additional guarantee against damages. The newly approved resident must be added to the lease agreement as an additional occupant. Failure to do so will be a material breach of the lease agreement, and the remedies therein exercised up to and including the filing of a lawsuit for breach of the lease agreement and/or the eviction and removal of the Tenant and/or additional occupant from the property.

- Occupancy limitations...

2 Bedroom	2 Adults and 2 children under the age of 18 Years of age
3 Bedroom	2 Adults and 4 children under the age of 18 Years of age
4 Bedroom	2 Adults and 6 children under the age of 18 Years of age
5 Bedroom	2 Adults and 8 children under the age of 18 Years of age

- Deviations to the occupancy limits will be at the sole discretion of the Landlord and/or Property Manager.

## GUEST → [BACK TO INDEX](#)

- Someone who has no ownership or tenancy in the property and resides in the property at the pleasure of the Landlord and/or Property Manager and Tenant for a specified or unspecified period of time with or without contributing to the rent, maintenance or upkeep, and who maintains another permanent place of residence where they receive US Mail or where their personal property is kept or where a lease agreement is currently in effect or where they have received three current consecutive utility bills, phone bills or cable bills in their name.
- ***A GUEST MAY RESIDE IN THE PROPERTY AT THE PLEASURE OF THE LANDLORD AND/OR PROPERTY MANAGER FOR A PERIOD NOT TO EXCEED THE TIME SPECIFIED IN THE LEASE AGREEMENT, WITH A MAXIMUM PERIOD OF TWENTY-ONE (21) DAYS. THIS PERIOD IS ACCUMULATIVE AND NOT CONCURRENT. AFTER THIS TIME THE GUEST IS NO LONGER CONSIDERED TO BE A GUEST AND MUST EITHER A) IMMEDIATELY VACATE OR B) APPLY FOR RESIDENCY AS AN ADDITIONAL OCCUPANT.*** Accepting the application the guest for residency as an additional occupant is at the FULL AND COMPLETE discretion of the Landlord and/or Property Manager and if granted involves completing the Tenant application, paying the requisite application fee and being successfully screened and accepted as an additional occupant. Upon acceptance (and at the discretion of the Landlord and/or Property Manager) the rent may be increased as compensation for the additional wear and tear on the property, and the new resident may also be required to pay a security deposit as an additional guarantee against damages. The newly approved resident must be added to the lease agreement. Failure to do so will be a material breach of the lease agreement, and the remedies therein exercised up to and including the filing of a lawsuit for breach of the lease agreement, eviction from the property and damages.

## SUBLETTING AND UNAUTHORIZED ROOMMATES → [BACK TO INDEX](#)

- **SUBLETTING IS STRICTLY PROHIBITED. IF YOU ARE FOUND TO HAVE SUBLET YOUR UNIT OR RENTED A ROOM IN YOUR UNIT OR TAKEN ON AN UNAUTHORIZED ROOMMATE, YOU WILL BE IN VIOLATION OF YOUR LEASE AND IN ADDITION TO LOSING YOUR DEPOSIT/S BE IMMEDIATELY POSTED FOR AND FILED ON FOR EVICTION.**

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

## VEHICLES & PARKING → [BACK TO INDEX](#)

- The number of allowed vehicles to be kept on the property is regulated by the lease agreement and is limited to two (2) vehicles. More than this number **MUST** be approved by the Landlord and/or Property Manager in writing.
- **NO NON-WORKING** vehicles are allowed to be stored anywhere on the premises without the Landlord and/or Property Manager's prior written consent and if allowed **MUST** be in the garage out of public view.
- All vehicles **MUST** be parked in the driveway or garage. **NO** on street parking or parking in the yard, neighboring driveway or property is allowed.
- ***Vehicles more than the number allowed and/or any Non-Working vehicle not approved by the Landlord and/or Property Manager will be towed at the owner's expense.*** A vehicle is considered **NON-WORKING** if it is not in drivable condition or does not have a current registration/vehicle inspection sticker and current insurance.
- The Tenant is **REQUIRED** to provide to the Landlord and/or Property Manager a current ongoing list of all vehicles being kept on the property to include the...  
| Year | Make | Model | Color | License Plate Number | Current Insurance |
- **NO** water craft, campers, RVs or trailers of any kind are allowed to be stored on the property at any time without the prior written consent of the Landlord and/or Property Manager and, if granted, same **MUST** be stored in the garage out of public view. **NO** outside storage is ever allowed at any time anywhere on the premises. ***Any violation will result in the water craft, camper, RV or trailer towed at the owner's expense.***
- **NO garage service** (vehicle repairs or maintenance) are allowed on the premise at any time other than the washing of vehicles owned by the tenant.

## MOVE-IN CONDITIONS → [BACK TO INDEX](#)

- **NO** keys will be released until **ALL** of the following has occurred:
  - A complete application with the appropriate application fee has been received.
  - The application processed, verified and approved.
  - A clear color copy of the applicant/s driver's license and a clear copy of the applicant/s Social Security Card or Tax Identification Number (TIN) Card received.
  - Applicant/s have provided a complete list of their vehicles to include the...  
| Year | Make | Model | Color | License Plate Number | Current Insurance |
  - The **RENTAL POLICIES AND PROCEDURES** has been signed and received.
  - The lease agreement has been signed and received.
  - The Deposit has been paid and received in a form acceptable to Property Manager (see the paragraph "Deposits" for amount and conditions).
  - The Pro-rated rent (if applicable) and the first full months' rent has been paid and received in a form acceptable to Property Manager.
  - Pet information to include a photograph of the pet, a veterinarian certificate or record showing the vet's name, address and phone number and the name, breed, age, weight & height, sex, neutered or spayed, a current rabies vaccination and tag number.
  - A copy of the Tenant's Texas Tenant Policy with minimum Personal Liability coverage of \$200,000.00 (without pets) or \$300,000.00 (with pets) and naming Dooley Properties LLC as an additional interest.
  - The Pre-Move In Walk Through Inspection has been completed and received.

## PROPERTY RESERVATIONS → [BACK TO INDEX](#)

- To reserve any property, at the advertised rate during the application process, the security deposit, or other amount acceptable to the Property Manager, must be paid and received in a form acceptable to Property Manager within 24 hours of your application submittal. The deposit is **ONLY** refundable if we **DO NOT** accept you for tenancy. If the deposit is not timely received, there will be no reservation. If you are approved for occupancy, a Property Reservation Agreement and/or Lease Agreement will be drawn, and you will be contacted to sign the agreement/s either in person or by electronic signature. You **MUST** execute the agreement/s **WITHIN 48 HOURS** of notification. Your failure to do so will result in the **FORFEITURE OF YOUR DEPOSIT**, your reservation on the property will be released and the property subject to lease and/or rate increase.



# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

- To reserve and hold a property at rate for up to 30 days, after your **APPROVAL** will be at the sole discretion of the Landlord or Property Manager. At a minimum, to hold and reserve the property will require the Property Reservation Agreement and/or Lease Agreement to be executed and the security deposit to be paid in full and in advance. This security deposit is **NON-REFUNDABLE** should you not execute the contract during the reservation period. Once executed, the deposit then inures to the performance of the terms and conditions contained in the lease.
- If the total required security deposit is more than the "Base" security deposit (one month's rent), and you paid the "Base" security deposit to hold and reserve the property, then the balance of the total required security deposit will be due at or before moving in and release of keys.

## PAYMENTS → [BACK TO INDEX](#)

- *Rent is due on the 1<sup>st</sup> day of the month WITH NO GRACE PERIOD. Payments should be mailed at least five (5) days before the 1<sup>st</sup> of the month to ensure timely delivery. You may post date your check for the 1<sup>st</sup>, and it will be held and not deposited until the 1<sup>st</sup>. The "Mail Box Rule" does not apply to rental payments; even if your rent was mailed and postmarked on the 1<sup>st</sup> but not received **ON OR BEFORE THE 1<sup>ST</sup>**, you will automatically incur late fees. It is your responsibility to ensure the rent paid timely each month. **TIMELY PAYMENT MEANS THE RENT IS PHYSICALLY IN OUR HANDS ON THE 1<sup>ST</sup> DAY OF THE MONTH.** \*\*Payments dropped through the night mail slot after 5:00 PM, on weekends or holidays, are posted as received the next business day when the office is open, **AND THE APPROPRIATE LATE FEE'S WILL APPLY.***
- All checks should be made payable to Dooley Properties LLC. Be sure to write your property address on your check and/or money order on the memo line.
- Mail ALL payments to Dooley Properties LLC, P. O. Box 2368, Conroe, TX 77305.
- Per the terms of your lease agreement, **ALL PAYMENTS ARE DUE ON THE 1<sup>st</sup> DAY OF THE MONTH WITH NO GRACE PERIOD. RENT NOT RECEIVED IN GOOD FUNDS BY THE 3<sup>RD</sup> DAY OF THE MONTH, WILL RESULT IN A 3-DAY NOTICE TO VACATE FOR NON-PAYMENT OF RENT, and YOU WILL INCUR IN ADDITION TO THE LATE FEES A \$85.00 EVICTION POSTING FEE. WE WILL FILE FOR EVICTION ON THE 7<sup>TH</sup> DAY OF THE MONTH IF ALL RENT AND ALL FEES ARE NOT PAID IN FULL.** *If you know you will be unable to make your payment on time, contact our office immediately.*
- As a convenience, you will be able to pay your rent through your resident portal by ACH (automated clearing house) or by Credit Card. Rent is typically posted to the resident's portal seven (7) days in advance of the first. **Note: All on line ACH Payments and/or Credit Card Payments will incur a "Convenience Fee", currently \$5.00. Payment by Credit Card, in addition to the "Convenience Fee" will incur a credit card processing fee, currently 3.5% of the charged amount.** These fees are subject to change at any time and without notice. Any returned ACH or credit card payment will incur the same costs and penalties as a bad check.

## FEES → [BACK TO INDEX](#)

- The following Schedule of Fees applies:
  - \$085.00 Administrative Fee for modifying an existing lease; adding an additional occupant to an existing lease; adding or deleting a pet to an existing lease.
  - \$050.00 NSF or Returned ACH or Credit Card Fee (no personal checks or ACH payments accepted after the 1<sup>st</sup> NSF violation, this policy runs concurrent and does not reset with a lease renewal)
  - \$035.00 Late Charge (applies to rental payments received after the 1<sup>st</sup> day of the month)
  - \$015.00 Daily Late Fee (calculated from the 1<sup>st</sup> day of the month)
  - \$085.00 Eviction Posting Fee [3-Day Notice to Vacate]
  - \$175.00 Eviction Filing Fee - Minimum Fee
  - \$250.00 Eviction Court Appearance Fee
  - \$085.00 2<sup>nd</sup> and 3<sup>rd</sup> Violation of same Notice (the notification fee runs concurrent and does not reset with a lease renewal)
  - \$100.00 4<sup>th</sup> and 5<sup>th</sup> Violation of same Notice (the notification fee runs concurrent and does not reset with a contract renewal)
  - \$150.00 6<sup>th</sup> and ongoing Violation of same Notice (the notification fee runs concurrent and does not reset with a contract renewal)

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

The following has been established for all Applicants & Residents

## UTILITIES → [BACK TO INDEX](#)

- It is the SOLE AND ABSOLUTE responsibility of the resident to have ALL utilities (Electricity, Gas, Water/Sewer, Trash) transferred to their name ON OR BEFORE THE BEGINNING DAY OF THE LEASE.
- The Landlord and/or Property Manager will have ALL utilities set to disconnect on the day the contract begins.
- A list of service providers is on our website under "[FORMS.](#)"

## RENEWALS → [BACK TO INDEX](#)

- Lease renewals or extensions are at the sole and complete discretion of the Landlord and/or Property Manager.
- The Landlord and/or Property Manager will typically send an offer to renew before the lease end date. This offer is non-contractual and non-binding and subject to revision, change or withdrawal at any time, for any reason, up to and until a new lease agreement or extension of the current lease agreement has been agreed to and signed by the parties.
- The current contract must be in good standing with any open balances paid in full.
- A satisfactory inspection of the property must be completed before the signing of any new lease or extension of the existing lease.
- All renewals, when accepted, will require a renewal reservation agreement to be signed by both parties.
- Upon renewal there is no "reset" of the grace period for notices or fee's.

## MODIFICATIONS and REVISIONS TO POLICIES AND PROCEDURES → [BACK TO INDEX](#)

- The Landlord and/or Property Manager reserves the right to amend, modify, add to or delete from the Policies and Procedures above at any time, at will and without prior notice.
- Tenant is obligated to abide by such revisions.
- The policies and procedures above will be maintained on the Landlord and/or Property Managers website, currently at [www.dooleyproperties.com](http://www.dooleyproperties.com).
- Notice of change will be emailed to current Tenants at the email address on file.

# DOOLEY PROPERTIES LLC - RENTAL POLICIES, PROCEDURES, Q&A

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## QUESTIONS AND ANSWERS (Q&A) → [BACK TO INDEX](#)

### WHAT CAN WE EXPECT AT MOVE-IN?

- The property will have been thoroughly cleaned to include ceilings, walls, doors, door trim, base boards, windows, window tracks, window screens, window blinds, light fixtures, ceiling fans, HVAC vents, cabinets, cabinet doors, appliances (interior, surface to include top, sides and back) counters and plumbing fixtures,
- HVAC system serviced and in working order
- Ceiling fans in working order
- Lights in working order with all burned out bulbs having been replaced
- Smoke detectors in working order with all defective batteries having been replaced
- Dryer vents cleaned
- All appliances cleaned and in proper working order
- Plumbing checked and in proper working order
- Pest control performed
- Carpets cleaned or replaced at our discretion
- All sheet rock damage repaired and painted
- Interior and exterior paint (at our discretion)
- Lawn mowed, edged, trimmed with beds weeded and mulched
- Driveway, walks, patio and garage power washed.
- An initial walk through inspection with a property manager or agent
- 48 hours to provide written notice of any defect not noticed during the walk through inspection.

### WHAT DO YOU EXPECT FROM THE TENANT?

- We want you to enjoy and respect the property, the quality and expense of the construction of the property. You selected the property because it was one of the best maintained and best values in the market today.
- We expect for the Tenant to respect and care for the property in a proper and diligent manner with the property being returned to us at the termination of the lease in a "Substantially" as received condition (see above), that is to say how you received the property is how we expect to receive it back, normal wear and tear accepted.
- We expect you to communicate with us, let us know what is going on with the property. Report any conditions that affect the property or property condition.
- Let us know of anything that may be affecting your family or has a potential impact on your family such as illness, loss of employment, a change in employment or pending employment transfer.
- Immediately report all items concerning HEALTH AND SAFETY such as non-working smoke detectors, broken or defective door or window locks, broken or defective safety dead bolts, inoperative or dysfunctional garage door openers, and smell of gas or electrical issues.
- Water your lawn thoroughly and report lawn, plant or tree problems promptly to the office.

### WHAT DO YOU EXPECT AT MOVE-OUT?

- We expect for the Tenant to have respected and cared for the property in a proper and diligent manner with the property being returned to us at the termination of the lease in a "Substantially" as received condition (see above), that is to say how they received the property is how we expect to receive it back, normal wear and tear accepted.

### WEAR & TEAR VS. DAMAGES

- Normal Wear and Tear and Damage: security deposits can be used to repair damage for which the Tenant is responsible. The Landlord and/or Property Manager cannot apply the security deposit to normal wear and tear. The question is: What's the difference?  
Normal wear and tear includes deterioration of the premises that occurs during normal conditions. For example, paint may fade, electrical switches may wear out, locks sets may become loose, flooring may show signs of wear, appliances may cease to function properly, plumbing fixtures may begin to leak, HVAC systems may quit heating or cooling. These things happen even if the Tenant cleans regularly and reasonably cares for the premises. Damage occurs from NOT REPORTING leaks (of any kind), loose locks, loose hinges, broken door stops, non-working HVAC systems or appliances, not changing HVAC filters on a monthly basis,

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unreasonable use or accidents, modifying the property in any way. Damage can also include extreme buildup of dirt, mold, stains on carpets, and broken windows. Intentional alterations to the premises are considered damage, for example, the Tenant cannot leave large holes in the walls from TV mounts, shelving or hanging pictures, attach a satellite dish to the house, and cannot repaint the walls to which change the color. If a Tenant wants to make changes to the premises that will remain after the Tenant moves out, the Tenant MUST do so only with the Landlord and/or Property Manager's written permission.

## STAY ON TOP OF LITTLE PROBLEMS

- One way to avoid causing damage is to stay on top of regular maintenance issues as they arise rather than allowing them to cause more problems. For instance, if you have a dripping faucet or pipe, call your Landlord and/or Property Manager and have it repaired before it causes the wood under the sink to rot. If you have a leaky roof or window that allows rain in, have it repaired before it damages the sheetrock, woodwork around the window or the flooring. Keep the lint screens on your dryer clean, keep your HVAC filters changed and the vents clean, keep your property polished and clean. Report problems to your Landlord and/or Property Manager. Nipping problems in the bud can prevent what would have been wear and tear from turning into property damage.

## WHAT DO YOU CONSIDER ACTUAL DAMAGES?

- The following, but not limited to, conditions can be defined as actual damage and the Landlord and/or Property Manager can use part or all of the security deposit to perform repairs on the property. Should the security deposit be insufficient to cover the repairs, the difference is billable to the Tenant.
- Alterations to the property such as painting, mounting lights or decorations, installation of a satellite dish, attaching cables or wires to the fence or house, drilling holes through any exterior wall, fascia or soffit to run CATV or satellite cables, adding gates, modifying the property in ANY WAY, holes from hanging shelving in the house or garage, holes from hanging a TV mount, pictures, fixtures, curtains, shutters or other decorations.
- Failure to report leaks (of any kind or nature), electrical issues, stopped up plumbing or dryer vents, broken windows, toilets, tubs or sinks, broken or inoperative appliances smoke detectors or HVAC systems.
- Not changing the HVAC filters on a monthly basis.
- Stripped paint, markings, scratches or gouges on the wall, doors or trim
- Excessive holes in the wall or holes in the wall from large anchors, screws or nails requiring drywall or texture repairs.
- Chipped, scratched, gouged, chewed or discolored doors, trim or cabinets.
- Burned, cracked, chipped, scratched or discolored counter tops, backsplashes, tubs, sinks, toilets, toilet seats or appliances.
- Torn or chewed carpets also constitute damage, as do stains, excessive soil, burns and blotches on carpets.
- Deep scratches or cuts in wood, vinyl or vinyl plank floors is also considered damage.
- Stains and odors on the floor, carpet or sub-floor because of pets are also considered damage, and can be quite time consuming and expensive to remove and repair.
- Broken or damaged fixtures (electrical, lighting, ceiling fans, plumbing)
- Broken or damaged doors, windows, window frames or window screens.
- Broken, damaged or missing door knobs, door stops, door hinges, window latches, appliances or cabinet hinges, cabinet pulls or doors.
- Though some dust is normal in any living space, an excessive amount of dirt, grime and dust in a dwelling is considered damaging. The Tenant is expected to maintain a clean living environment and keep the floors, window blinds, windows, light fixtures, ceiling fans, vents, light switches and doors clean. Sometimes such dirty surroundings may require expensive professional cleaning.
- In the kitchen, the range, oven, microwave, refrigerator and dishwasher are used on a daily basis and one can expect some signs of usage. However, dents, scratches, broken, damaged or missing components or compartments, damaged burners, damaged, broken or missing knobs, handles and/or controls constitute actual damage.
- All the appliances must be kept clean. Excessive grease or filth constitutes damage.

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- Dishes should be rinsed before placing in the dishwasher, your dishwasher has no method of eliminating and removing excessive food and as result will stop up the drain and/or pump, excessive food, grease or filth constitutes damage.
- If your property has a washer and dryer, one can expect some signs of usage. However, excessive or large scratches, dents, bent or damaged doors, broken, damaged or missing components, damaged, broken or missing knobs, handles and/or controls constitute actual damage.
- The washer and dryer must be kept clean. Excessive dirt, grim or residue in the washer or dryer constitutes damage. Excessive lint in the dryer, dryer hose or dryer vent from improper or infrequent cleaning of the lint screen constitutes damage.
- In the bathroom, the use of improper chemicals in the toilet or toilet tank can damage the seals and fluid master and is considered damage. Infrequent cleaning of the bath fixtures, the formation of mildew or soap scum to an extent that it requires professional cleaning is considered damage.
- The pipes must be clear and working well without any drainage problems that could be the result of improper use. Stopped up toilets, garbage disposals and/or drains are considered damage.
- If a Tenant has pets, it is their responsibility to ensure that the animals are policed, kept healthy and free of parasites. Pets can leave behind a flea infestation that requires professional treatment by a licensed pest exterminator. Chewed, scratched or soiled flooring, sub-flooring, doors, door weather-stripping, door trim, base boards, window trim, window blinds, cabinets, cabinet doors, walls, fence, gates, holes dug in the yard or flower beds, damaged grass from dog runs are all considered damage. The Tenant MUST guard their pet to be sure the pet does not urinate on the exterior air conditioner coils as pet urine will deteriorate the coils and this is considered pet damage.
- Keeping a pet or pets on the property without a pet agreement is a violation of the lease and subjects the Tenant to forfeiture of their deposit in addition to other damages and possible eviction from the property.
- No subletting of any type is ever allowed and subjects the Tenant to forfeiture of their deposit in addition to other damages and eviction from the property.
- No unauthorized roommate/s are ever allowed and subjects the Tenant to forfeiture of their deposit in addition to other damages and eviction from the property.