



# Collaborative Development Partners

## MOVE-IN RULES AND REGULATIONS

Property Manager: Holly Wilson  
12822 CR 499  
Lindale, Texas 75771  
Phone Number: 903-521-2606  
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### RENT PAYMENT PROCEDURES

- **Rent Payments:** All rents are due and payable to Collaborative Development Partners (or “CDP”) on the 1<sup>st</sup> of the month, and late after the 3<sup>rd</sup>. Weekends and holidays are no exceptions to the rule. Rent must be received no later than the 3<sup>rd</sup> to avoid late fees, please allow extra time for postal delays if you are sending payment by mail. Please be sure to notate the address on all checks.
- **NO Cash will be accepted!** Personal check, money orders, cashier’s checks, online payments or credit cards are the only forms of payment.
- **LATE FEES:** If your bank refuses your check when we present it for payment, a \$25 NSF fee will be charged regardless of the reason. In addition to the NSF fee, all applicable late fees will be charged as set forth in your lease agreement. If rent is not paid in FULL by the 3<sup>rd</sup> day a \$35 fee will be assessed on the 4<sup>th</sup> day and a \$10 fee EVERY additional day after until the balance is paid in full. If your online payment does not post and is rejected due to ISF then late fees will be assessed as in accordance to your lease agreement.
- **Regarding last Month of the lease payment:** We reserve the right to require the payment for the last month’s rent to be paid by Money Order or Cashier’s Check.

Tenant Signatures/Date: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_



**PETS**

- **No animals allowed** unless authorized by a separate written animal agreement.
- You must provide, upon move out, a receipt showing that your carpet was **professionally** steam cleaned, deodorized, AND treated for fleas or it will be deducted from your animal or security deposit.
- If at any time the animal becomes a nuisance, in the opinion of the Property Manager, either the pet must be removed within 3 days of a written notice from Collaborative Development Partners or the tenant will be served an eviction notice.
- If an unauthorized pet is found on the premises, there will be an initial \$100 fine and \$10 each day after the animal is or was there. This applies to visiting animals as well.

Tenant Signatures/Date: \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_

**SMOKE ALARM/CARBON MONOXIDE**

- This agreement is an addendum and part of the Lease Agreement and/or any lease Renewals or extensions relating to the premises.
- The premises shall include one or more smoke alarm(s). It is agreed that the Tenant will test the smoke alarm within 48 hours after occupancy and inform Property Manager immediately if alarm(s) are not working properly.
- It is further agreed that the Tenant will be responsible for testing the smoke alarm(s) at least once a week. If there is no sound after testing the unit, Tenant agrees to inform Property Manager immediately in writing of any deficiencies.
- Tenant understands that is smoke alarm(s) is battery operated, it will be the Tenant’s responsibility to insure that the battery is in operating condition at all times. If after replacing the battery, smoke alarm(s) will not operate, Tenant must inform Property Manager immediately in writing. Tenant also agrees to replace battery upon vacating the premises at move-out.
- If the property contains gas, Tenant is aware that carbon monoxide is a byproduct of gas. It is colorless, odorless, and very lethal. Property Manager/Owner strongly recommend the installation of a carbon monoxide detector at Tenant’s expense. Tenant agrees to hold harmless Owner and Owner’s representatives of carbon monoxide poisoning occurs.

Tenant Signatures/Date: \_\_\_\_\_, \_\_\_\_\_  
 \_\_\_\_\_, \_\_\_\_\_



## GENERAL INFORMATION

- Adding or removing roommates to the lease will be done only with the Property Manager's approval. No more than four unrelated residents will reside in a property zoned single-family as per city ordinance. CDP assumes no responsibility for Tenant's failure to adhere to this ordinance.
- **Renter's Insurance:** Tenants are required to retain some form of Renter's Insurance and provide proof to the Property Manager. The Property Owner carries Fire and Casualty Insurance on the unit ONLY and not the contents. The owner assumes no liability and/or responsibility for fire, flooding, or other casualty damage to the property of Tenants.
- **Smoke Alarms:** Smoke alarms must be working at all times. The tenant understands that if the smoke alarm is battery operated, it will be the tenant's responsibility to ensure that the battery is in operating condition at all times. If after replacing the battery, the smoke alarm will not operate, Tenant must inform CDP immediately. The fire alarms are not to be disabled or altered at any time.
- **Emergency Maintenance:** Should you have a maintenance emergency after hours, you are to encouraged to call and report the nature of your problem. **Per the Lease, emergencies are defined as those problems, which materially affect the health or safety of an ordinary Tenant, and are not a condition that merely causes inconvenience or discomfort.** Although, we realize that cooling/heating or other appliance malfunctions can be uncomfortable and inconvenient, they are not considered emergencies and are dispatched on the next business day. Again, management must authorize all work performed, Tenants will be liable for work initiated without proper approvals.
- **Inspections:** In order to preserve the property in good condition, we reserve the right to conduct quarterly inspections. The tenant will be notified prior to this inspection.
- **Access to Property:** Property Manager reserves the right to make a reasonable effort to make contact with at least one occupant to give notice of inspection. There will also be random inspections where the Property Manager will not notify tenants until on the grounds. This is to preserve the upkeep and safety of the unit to ensure there has not been any major damage or destruction to the property or its surroundings.
- **Locks:** The exterior or interior door locks will not be added, removed, or changed at any time unless then immediately followed by notifying the Property Manager in writing and providing TWO keys for each changed lock. If failure to notify of an added, removed, or destruction of a locking devise, there will be a maintenance fee to fix the issue along with a \$45 additional administration fee. This also applies to the outer back fenced area.



**GENERAL INFORMATION CONTINUE**

- **Air Filters:** Tenants will exchange the air filters EVERY 30 days to avoid clogged drains, freezing the unit, etc. Failure to comply may result in paying for the service fee as the result of the issues resulting in not changing the filters out.
- **Keys** will be issues to the Tenant(s) on the commencement date of the lease only after the full amount of the pro-rater/full rent is paid. If that date is on a weekend or holiday, it is the responsibility of the Tenant to make arraignments with the Property Manager.
- **Defective Locks:** If at any time, Tenant is aware of any defect of the doors or window locks, they must call CDP immediately.
- **Responsibility of Visitors:** Tenants are responsible for anyone invited or visiting their unit. If their guest becomes unruly or cause destruction to the unit, the tenant is liable for the damages. If the visitor(s) leaves a mess, trash, etc., the tenant is required to pick up after the visitor(s). The tenant is REQUIRED per the lease agreement to keep up the yard debris after visitor(s), parties, etc. Failure to comply may result in a clean-up fee, along with a \$25 administration fee. This needs to be done in a VERY reasonable amount of time. Multiple infractions will not be tolerated.
- **Trash** is to be properly bagged and stored until trash day. It is NOT to be dumped in the back yard fenced area, nor the outer portion of your gate. Trash pickup is typically two days a week. Please contact your sanitation department to specifically understand the rules to know you are in compliance if your trash is not being picked up.

**Also, feel free to visit [www.cstx.gov](http://www.cstx.gov) to check out code enforcement and view their fee amounts for failure to comply with trash and other College Station Code violations.**

- **Paying Rent:** All occupants of the unit are responsible for the total amount of rent. Therefore you will be emailed as a whole regarding late rent, late fees, etc. Until the entire amount of rent plus additional late fees is paid EVERYONE will receive the late emails. It is not up to CDP to determine who pays the late fee, we collect it as a whole, meaning if tenant choses to pay separately it is up to tenant to decide who pays late fees.
- **Submitting Non-Emergency Maintenance Requests:** Requests need to be submitted through your Buildium account. This is for CDP to keep up with issues and track their completed progress. It is not an official report until received through the Buildium website. All non-emergency requests will be dispatched on the following business day.

Tenant Signatures/Date: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_



**MOVE-OUT OR RENEWAL NOTICES**

- Tenant must give their intent to renew in writing, and sign the lease extension form to have priority over prospective tenants.
- When renting season approaches, we will be using your unit to show potential residents if you have decided to not renew your lease or we have given a non-renewal notice.
- We will try and give you as much notice as possible for each time we plan to show your unit. Otherwise we will call before we come and leave our card, so you are aware of our presence.
- Please expect a showing and we will be accommodating.

Tenant Signatures/Date: \_\_\_\_\_, \_\_\_\_\_  
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**LEAVING BEFORE YOUR LEASE IS UP**

- Although, your reasons may seem valid to you, moving out before your lease expires is a breach of contract, and the owner may be entitled to damages.
- You are not only liable for the amount of your security deposit if you break the lease. According to the terms of lease, you are liable for the rent you owe for the remainder of months on the lease and other fees may apply as well.
- If you do not pay your remaining rent, you can be sued. If you are unable to pay your debt, a judgement may be filed against you, which may last 7-10 years and then renewed for an extended period of time. A judgement on your record can ruin your credit ad prevent you from obtaining loans and other forms of credit.
- If you have a question pertaining to subleasing, you may contact your Property Manager.

Tenant Signatures/Date: \_\_\_\_\_, \_\_\_\_\_  
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## SECURITY DEPOSIT REFUNDS

- All keys to the rental dwelling must be returned to CDP and the apartment left clean. Remember that you are still in possession and remain liable for all rent until keys are returned.
- We will use the Inventory and Condition Form you completed to evaluate the move-out condition. Dedications may be made from your Security Deposit, as explained in your lease.
- An Administration charge of 20% over actual cost will be applied to handle any expenses incurred that are determined to be Tenant's responsibility. We encourage you to leave the property the same way you moved in.
- Disputing the Security Deposit Refund Amount: Within 60 days of receiving the security deposit refund or statement, which is presumed to be three days after the postmark date or upon actual receipt, whichever is earlier, the Tenant must dispute the security deposit refund or statement amount by sending a written letter to CDP detailing the Tenant's specific objections to the security deposit refund or statement. If the Tenants do not dispute the amount of the security deposit refund or statement in writing within 60 days, the Tenants hereby acknowledge and agree that they knowingly waive their right to dispute the amount of the security deposit or statement.
- A Service charge of \$25 plus the cost of utilities will be applied if there are any repairs, cleaning, painting, trash removal, etc. required to meet the expectations on the Cleaning Procedures Checklist.
- Attention Smokers: SMOKING INSIDE THE RESIDENCE IS NOT PERMITTED! You will be held responsible for any damages caused by smoking such as soot deposit, burns, etc.
- Your carpet has been professionally cleaned before your move in. You must have the carpet professionally cleaned upon vacating or you will be charged for carpet cleaning. An invoice from the company who did the work must be provided to the Property Manager.
- You are responsible for keeping all trash and debris out of the yard. That includes the front, back, sides, street corner where the trash cans are placed, and outer portion of the fenced area to the property. If you fail to maintain the upkeep of the trash it will be picked up and you will be billed for the services plus a \$25 service charge. If your trash blows in to the adjacent yards then you now have an obligation to pick it up in the other yards.
- If your toilet/drains become clogged with paper, hair, etc. you are responsible for this service call. You can call a plumber yourself or we will send one out for you.



**SECURITY DEPOSIT REFUNDS CONTINUE**

- You must complete and sign the Inventory & Condition Form provided to you at move-in. If you fail to return it within 10 days of lease commencement you may be held responsible for any defects found when you vacate. You should take every precaution to note any defects inside or outside the unit you are leasing in order to not be held liable.
- Security Deposit Refunds/Statements will be sent only to the permanent address listed. If a refund is due, it will be paid in ONE CHECK ISSUED to ALL TENANTS. It is up to the Tenants to determine how to split the refund and/or charges.

Tenant Signatures/Date: \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_

**WE HAVE READ AND AGREE TO ALL THE CONSITIONS AS STATED IN THE MOVE IN RULES AND REGULATIONS**

Tenant Initials: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_