

## Tenant Fee Schedule

These charges have been put in place to offset the cost and time involved needed to address each issue listed below on behalf of the tenant.

Failing to Transfer or Connect Utilities Fee - \$75 Fee charged when a tenant fails to connect utilities in their name after taking possession of the Property. Also, the tenant will be charged prorated utility charges.

“Notice to Vacate” Eviction Posting Fee - \$100 This fee is charged when rent is late, and we have to physically deliver or post Notice to Vacate at the property. Tenants who breach the lease are subject to be put in default and/or lease termination. Owner reserves right to seek all reasonable and necessary pre-litigation and litigation costs to evict tenant including attorney’s fees.

Certified Letter Fee - \$25 This fee will be charged for any occasion the tenant is sent a certified letter for negative reasons. Examples are a pending eviction, an unauthorized pet, failure to respond to Email and telephone correspondence from 365 Property Management; or any other lease violation that warrants a certified letter.

After-Hours Maintenance Fee - \$50 This fee will be assessed on a case-by-case basis and does not apply to emergency calls such as HVAC or water issues. This fee is charged to a tenant in the event an after-hours maintenance call is required for a routine service call. We understand that tenants have careers and can only be home at certain times after work or on the weekends the same applies to our staff. It is the policy of 365 Property Management not to perform any work on a property on behalf of the tenant without the tenant being home to allow for access to the home. We feel this will avoid issues of any uneasy feelings of key security.

HOA & Lease Violation Administration Fee - \$50 This fee will be charged anytime the homeowner or 365 Property Management receives a letter for rule enforcement from the Homeowner’s Association (HOA), and/or tenant has violated a condition of the lease agreement. This fee is in addition to any fine charged by the Homeowner’s Association. The most common examples are the lawn needing to be mowed and edged (tenant responsibility), the garbage cans left in sight from the street on non-garbage pickup days, unauthorized boats or trailers parked in the driveway or on the street, A/C filters not being changed monthly, unauthorized pet on the property, unauthorized trampolines, etc. If 365 Property Management must re-inspect property for a Tenant’s lease violation, Tenant will also be charged a \$50 inspection fee per occurrence.

Lease Processing Fee for Lease Modifications - \$50 This fee will be charged if a tenant wants an administrative action that will cause their lease agreement to be modified. If a resident would like to remove an occupant from a lease agreement, add an occupant to a lease agreement, add a pet to a lease agreement or anything that will cause the lease to be modified, a processing fee of \$50 will be charged to the tenant. We cannot remove the financially responsible parties from the lease agreement until the end of the lease, only non-financial responsible occupants.

Failure to Maintain Utilities - \$150 Tenants vacating the property are required to maintain utilities (power, water, gas) until the move-out inspection has been completed. Failure to maintain utilities requires the staff to reschedule and dispatch the inspector, schedule utilities to be reconnected, delays any repairs that might be needed, and potentially costs the owner days of rent. Tenant should notify us 2 weeks in advance of their move out date so we can schedule the move out inspection. Inspections are not done with tenants present.

Make-Ready Coordination Fee for Cleaning or Repairs - \$100 This fee will be charged if 365 Property Management has to make additional arrangements to provide cleaning service, lawn service, carpet cleaning, or repairs to any damages done to the home that calls for repair because of tenant negligence. Receipts are kept for costs involved and can be provided to the tenant. This fee is set to cover the administrative cost in organizing this work on the tenant's behalf.

Failure to return keys - \$100 Failure to turn in keys means that the tenants have not returned possession of the property back to 365 Property Management, and tenants can be charged additional rent. The lease states the tenants must return all keys, remote controls, and pool/property access passes. Failure to do so causes additional staff time locating and coordinating the re-issuance of said devices. The amount charged for lost remotes and pool/gate access devices will be their combined retail value. Holdover Fee – Two Times Monthly Rent This fee will be charged if the tenant has remained in the home after the proper 30-day Notice to Vacate was delivered in accordance with the lease agreement. Per the lease, a charge of two times the monthly rent will be applied.

Lockbox Fee - \$35 Lockboxes will be removed from the unit within 7 business days upon your move in. Tenants are not permitted to remove the lockbox from the door under any circumstances and in the event an agent tries to retrieve the lockbox and it is not on the door, Tenant will be charged a \$35 trip fee, in the event the tenant has lost the box Tenant will be charged a replacement fee of \$50 in addition to the above fee.

Sign Fee - \$35 If there is a FOR RENT sign in your yard upon move in, it will be removed within 7 business days/at the time the lockbox is removed. Please move the sign to your FRONT PORCH, out of street view as much as possible. Do not move the sign inside your unit. If an agent comes to remove the sign and it is not outside, you will be charged a \$35 trip fee.

Stop Payment Fee - \$50 This fee is charged if a tenant does not receive a check from 365 Property Management Property for any reason that is the fault of the tenant. An example would be if we were provided the wrong forwarding address and our check to you is lost in the mail. This necessitates a stop payment on that check and issuance of another check. We are charged a fee for stop payment by our bank, and that cost would be passed along to the outgoing tenant.

Court Appearance Fee - \$100 In the event a that a trial is scheduled due to the tenant's failure to resolve any issues surrounding the Notice to Vacate, this charge is applied to offset the cost of an employee to appear in court. This charge is in addition to any cost associated with the eviction including but not limited to attorney fees and costs charged by the court.

Walk-Thru Fee - \$75 This fee would be charged if the tenant requests an in-person walk-thru to move into the home. An escorted walk-thru of a property with the tenant and a representative of 365 Property Management is above and beyond our normal move in practices. Tenants will have access to move in with a lockbox code at their own leisure on move in day.

Non-Disparagement / Representations - 365 Property Management and Tenant(s) mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, or other sites, effective the date of this agreement. This provision relates to remarks statements/publications regarding this agreement or either parties' performance under this Agreement, or subsequent to any termination of this agreement. If any dispute arises regarding whether any remark/statement or publication is disparaging, the parties agree that for



purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark/statement or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within two days of said requests. 365 Property Management & Tenant(s) mutually agree that damages for failure to comply with this provision shall be liquidated at two hundred dollars per day for each remark/statement/representation that is disparaging, or is not removed within two days of request to remove said remark/ statement/representation. 365 Property Management & Tenant(s) further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and Florida Constitutions, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. At 365 Property Management, we ask that you give us the same respect we are happy to offer you, and will not tolerate physical, verbal, or psychological abuse. Any threatening or potentially harmful behavior directed toward any of our staff, employees, or representatives, is grounds for non-renewal of the lease agreement. Any information on your rental history requested of us for law-enforcement, governmental, or business purposes may be provided. We may also report rental payment data to credit agencies.

\_\_\_\_\_ TENANT

\_\_\_\_\_ TENANT

\_\_\_\_\_ TENANT

\_\_\_\_\_ TENANT

\_\_\_\_\_ AGENT