

REPAIR POLICY QUESTIONNAIRE

25 Questions for the Landlord Regarding Property Condition and Repair Policies

Property Address: _____

PROPERTY CONDITION AT MOVE-IN

1. Will the Property be delivered to Tenant in good and clean condition?

_____ Yes, the Property will be delivered to the Tenant in good and clean condition at move-in.

_____ The Property is offered “as is” with no assurances whatsoever by the Landlord. It is up to the Tenant to do an inspection and satisfy himself regarding the condition of the Property and the need for any repairs.

_____ I decline to say.

2. Will all Property systems (including electrical, mechanical, plumbing, HVAC, foundation, and roof) and appliances (if any are included) be delivered in good and working condition at move-in?

_____ Yes, all major systems on the Property will be delivered in good and working condition.

_____ The Property is offered “as is” with no assurances whatsoever by the Landlord. It is up to the Tenant to do an inspection and satisfy himself regarding the condition of the Property and the need for any repairs.

_____ I decline to say.

3. Will the Property be delivered to Tenant without known defects or needed repairs?

_____ Yes. There are no known defects or needed repairs to the Property.

_____ The Property is offered “as is” with no assurances whatsoever by the Landlord. It is up to the Tenant to do an inspection and satisfy himself regarding the condition of the Property and the need for any repairs.

_____ I decline to say.

_____ Other: _____

4. Are there any known termites, wet sheetrock, roof leaks, or history of mold (past or present) on the property?

_____ No, there are no known termites, wet sheetrock, or history of mold (past or present).

_____ The Property is offered “as is” with no assurances whatsoever by the Landlord. It is up to the Tenant to do an inspection and satisfy himself regarding the condition of the Property and the need for any repairs.

_____ I decline to say.

5. Does the Landlord have any disclosures to make regarding and known defects, needed repairs, or adverse conditions on the property?

_____ No, the Landlord has no disclosures to make about any of these matters.

_____ The following is disclosed: _____

_____ The Property is offered “as is” with no assurances whatsoever by the Landlord. It is up to the Tenant to do an inspection and satisfy himself regarding the condition of the Property and the need for any repairs.

_____ I decline to discuss defects, needed repairs, or other adverse conditions that may exist on the Property.

6. What will be the arrangement as to utilities at move-in?

_____ Utilities will be on and working at move-in. Tenant is allowed up to _____ business days to change these into Tenant’s name.

_____ Utilities are on now but Tenant must change these into Tenant’s name prior to move-in.

_____ Utilities are now off. Tenant must contact utility providers and arrange to turn utilities on.

_____ other: _____

AIR CONDITIONING

7. How old is the A/C unit?

_____ Less than 5 years old

_____ 5 to 10 years old

_____ older than 10 years

_____ I decline to say

8. When was the A/C unit last serviced?

_____ Less than 1 year ago

_____ 1 to 3 years ago

_____ more than 3 years ago

_____ I decline to say

9. Does the Landlord agree that A/C failure is an emergency that requires prompt action to repair?

_____ Yes. Urgent and diligent repair action is required if the A/C fails.

_____ No. A/C failure is not an emergency. A/C repair is an ordinary repair that is made in the usual course of business at the Landlord's discretion and as the Landlord sees fit.

_____ I decline to say

REPAIRS AND MAINTENANCE

10. Does the Landlord accept a general duty of reasonable care to repair and maintain the Property during the term of the Lease?

_____ Yes, the Landlord has a general duty of reasonable care when it comes to repairing and maintaining the Property during the Lease.

_____ No, the Landlord accepts no duty to repair or maintain the Property. Repairs are made entirely at Landlord's discretion and as the Landlord sees fit.

_____ I decline to say

11. Does the Landlord agree to make repairs promptly, diligently, and within a reasonable time?

_____ Yes, repairs will be made promptly, diligently, and within a reasonable time.

_____ No, the Landlord has no duty to repair or maintain the Property during the Lease. Repairs are made entirely at Landlord's discretion and as the Landlord sees fit.

_____ I decline to say

12. What is the average response time for repairs?

_____ Response time is, on average: _____

_____ The Landlord has no duty to repair or maintain the Property during the Lease. Repairs are made entirely at Landlord's discretion and as the Landlord sees fit.

_____ I decline to say

13. Will the Tenant be required to make certain repairs?

_____ No, the Tenant is not required to make any repairs.

_____ Yes, the Tenant must make certain repairs. These are: _____

_____ I decline to say

PROPERTY MANAGEMENT

14. The Landlord:

_____ resides locally.

_____ lives out of town.

15. As to management of the Property:

_____ the Property will be managed by the Landlord directly.

_____ the Property will be managed by a professional property management company.

_____ the Property will be managed by a local individual.

_____ I decline to say.

16. As to notice of needed repairs from the Tenant:

_____ any reasonable method that conveys actual notice of the needed repair is acceptable.

_____ only written notice to the Landlord is acceptable.

_____ notice to the Landlord must be by certified mail, return receipt requested.

_____ Other: _____

DISASTERS AND PROLONGED UTILITY FAILURE

17. If the Property is destroyed or made substantially uninhabitable by a disaster such flood, freeze, storm, wind, or fire then:

_____ Tenant will NOT be released from the Lease under any circumstances (even if the Property is rendered substantially uninhabitable) and must continue to pay rent until the Lease term ends.

_____ Tenant WILL be released from the Lease _____ days after the event if the Property is not restored to substantial habitability.

_____ Other: _____

18. If the property is destroyed or made substantially uninhabitable by a disaster such flood, freeze, storm, wind, or fire then:

_____ Tenant IS required to repair and restore the Property and return it to the Landlord in in the same condition as when it was leased to the Tenant.

_____ Tenant is NOT required to repair and restore the Property after a disaster.

19. In the event of prolonged utilities failure (loss of electricity, water, or natural gas):

_____ Tenant will NOT be released and must continue to pay rent until the Lease ends regardless of the availability of electricity, water, or natural gas.

_____ If utilities are not restored within _____ days then Tenant WILL be released from the Lease.

_____ Other: _____

SECURITY DEPOSIT

20. As to cleaning the Property at the end of the Lease:

_____ Tenant is obligated to return the Property in broom-clean condition. This is sufficient to avoid deductions from the security deposit.

_____ Tenant is obligated to fully scrub and sanitize the Property and return it in spotless clean condition; otherwise security deposit deductions will be made.

21. As to small and medium-size nail holes:

_____ ordinary nail holes are considered normal wear and tear and no deduction will be made from the security deposit. Large holes are a different matter.

_____ a charge for each nail hole will be made in the amount of \$ _____.

22. As to re-painting the Property after the Lease ends:

_____ Tenant IS obligated to re-paint and return the Property to Landlord is the same condition as it was delivered.

_____ Tenant is NOT obligated to re-paint so long as there is only normal wear and tear.

23. As to re-carpeting the Property after the Lease ends:

_____ Tenant IS obligated to re-carpet and return the Property to Landlord is the same condition as it was delivered.

_____ Tenant is NOT obligated to re-carpet so long as there is only normal wear and tear (pet and other major stains excluded).

SPECIAL PROVISIONS

24. Does the Landlord have any special provisions regarding repairs that the Tenant should know about?

25. Does the Landlord agree that this completed and signed questionnaire may be attached to and made a part of the Lease?

_____ Yes

_____ No

LANDLORD:

SIGNATURE

DATE SIGNED