

REPAIR POLICY QUESTIONNAIRE

Questions for the Landlord Regarding Property Condition and Repair Policies

Property Address:

There are gaps in the Texas Realtors' Residential Lease (TXR-2001) when it comes to Property condition, repairs, and maintenance. The following items are either not fully addressed by the TXR lease or are not mentioned at all. Tenant respectfully requests the following information:

PROPERTY CONDITION AT MOVE-IN

1. Tenant has a valid interest in knowing what the condition of the Property will be at move-in. 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 as to Property condition. It is up to the Tenant to tour and inspect the Property and satisfy himself regarding Property condition and the need for any repairs. Landlord has no duties in this area.

Landlord declines to say.

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

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

The Property is offered "as is" with no assurances whatsoever by the Landlord as to Property condition. It is up to the Tenant to tour and inspect the Property and satisfy himself regarding Property condition and the need for any repairs. Landlord has no duties in this area.

Landlord declines to say.

Other: _____

3. Tenant has a valid interest in knowing the status of Property systems. 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 without any known need for repairs.

_____ The Property is offered “as is” with no assurances whatsoever by the Landlord as to Property condition. It is up to the Tenant to tour and inspect the Property and satisfy himself regarding Property condition and the need for any repairs. Landlord has no duties in this area.

_____ Landlord declines to say.

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

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

_____ The Property is offered “as is” with no assurances whatsoever by the Landlord as to Property condition. It is up to the Tenant to tour and inspect the Property and satisfy himself regarding Property condition and the need for any repairs. Landlord has no duties in this area.

_____ Landlord declines to say.

5. Tenant has a valid interest in full disclosure by the Landlord as to Property condition and the functionality of major systems. Does the Landlord have any disclosures to make regarding and known defects, needed repairs, or adverse conditions on the Property?

_____ Landlord agrees to disclose known defects, needed repairs, or adverse conditions on the Property but has no such disclosures to make at this time.

_____ The following conditions are disclosed: _____

_____ The Landlord declines to discuss or disclose defects, needed repairs, or other adverse conditions that may exist on the Property. The Property is offered “as is” with no assurances whatsoever by the Landlord as to Property condition. It is up to the Tenant to tour and inspect the Property and satisfy himself regarding Property condition and the need for any repairs. Landlord has no duties in this area.

6. If the Property is offered in “as is” condition, will the Tenant be allowed to obtain a professional inspection before signing the Lease?

_____ Yes the Tenant may obtain a professional inspection at Tenant’s expense.

_____ No, Tenant will not be allowed to obtain a professional inspection.

_____ This does not apply because the Property will be delivered to Tenant in good and clean condition without known defects or needed repairs.

7. Tenant has a valid interest in knowing the status of utilities. 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

8. Texas is subject to extreme heat and therefore the condition and functionality of the A/C system is a valid Tenant concern. How old is the A/C unit?

_____ Less than 5 years old

_____ 5 to 10 years old

_____ older than 10 years

_____ Landlord declines to say.

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

_____ Less than 1 year ago

_____ 1 to 3 years ago

_____ more than 3 years ago

_____ Landlord declines to say.

10. 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, as the Landlord sees fit, and not within any particular timeframe. Landlord has no special duties in this area.

_____ Landlord declines to say.

REPAIRS AND MAINTENANCE

11. Tenant has a valid interest in assuring that the Landlord will be responsible when it comes to repairs and maintenance. 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 has no duty to repair or maintain the Property during the Lease or to do so within any particular timeframe. Repairs are made entirely at Landlord's discretion and as the Landlord sees fit. Landlord has no duties in this area.

_____ Landlord declines to say.

12. Does the Landlord have a printed repair policy that is separate from the Lease?

_____ No.

_____ Yes. The Landlord's repair policy is attached.

_____ Landlord declines to say.

13. 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 or to do so within any particular timeframe. Repairs are made entirely at Landlord's discretion and as the Landlord sees fit. Landlord has no duties in this area.

_____ Landlord declines to say.

14. What is the average response time for repairs?

_____ Response time is, on average: _____

_____ No specific response time, but Landlord agrees to use best efforts to promptly and diligently repair and maintain the Property.

_____ The Landlord has no duty to repair or maintain the Property during the Lease or to do so within any particular timeframe. Repairs are made entirely at Landlord's discretion and as the Landlord sees fit. Landlord has no duties in this area.

_____ Landlord declines to say.

15. 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: _____

- Landlord declines to say.

16. As to any appliances (refrigerator, washer, and dryer):

- Landlord is obligated to repair appliances in event of breakage.
- Tenant is obligated to repair appliances in event of breakage.
- No appliances are included with the Property.
- Other policy: _____
- Landlord declines to say.

PROPERTY MANAGEMENT

17. Tenant has a valid interest in assuring that the Property will be managed responsibly. 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 who is not the Landlord.
- Landlord declines to say.

18. The Landlord:

- resides locally.
- resides out of town.
- Landlord declines to say.

19. 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 policy: _____

DISASTERS AND PROLONGED UTILITY FAILURE

20. Texas has frequent severe storms and power outages. Tenant has a valid interest in knowing how such events will affect the terms of the Lease. 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 policy: _____

_____ Landlord declines to say.

21. 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.

_____ Other policy: _____

_____ Landlord declines to say.

22. 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 policy: _____

_____ Landlord declines to say.

SECURITY DEPOSIT

23. Tenant has a valid interest in knowing that any charges made against the security deposit will be reasonable. As to cleaning the Property at the end of the Lease:

_____ Tenant is obligated to return the Property in broom-clean condition and without damage beyond ordinary wear and tear. This is sufficient to avoid deductions from the security deposit.

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

_____ Other policy: _____

_____ Landlord declines to say.

24. Tenant intends to hang pictures. As to small and medium-size nail holes:

_____ small and medium-size nail holes are considered normal wear and tear and no deduction will be made for these from the security deposit. Large holes are a different matter.

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

_____ Other policy: _____

_____ Landlord declines to say.

25. 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.

_____ Other policy: _____

_____ Landlord declines to say.

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

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

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

_____ Other policy: _____

_____ Landlord declines to say.

27. Tenant has a valid interest in knowing if the funds tendered as a security deposit will be available when the Lease ends. The security deposit:

_____ will be held separately by Landlord and fully accounted for by means of an itemized statement at the end of the Lease so long as Tenant is not in breach.

_____ Other policy: _____

_____ Landlord declines to say.

SPECIAL PROVISIONS

28. Tenant has a valid interest in full transparency when it comes to Landlord’s repair policies. Does the Landlord have any special provisions regarding repairs that the Tenant should know about?

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

_____ Yes

_____ No

SIGNATURE OF LANDLORD:

SIGNATURE

DATE SIGNED

[OR IF LANDLORD IS AN LLC]

SIGNATURE OF LANDLORD:

_____ LLC

BY: _____, MANAGER DATE SIGNED