

REPAIR POLICY QUESTIONNAIRE

Questions for the Landlord Regarding Property Condition and Repair Policies

Property Address:

This Questionnaire refers to property condition and the Landlord's repair policies. The TXR Lease only requires repairs as to matters that "materially affect the physical health or safety of an ordinary tenant," which falls short of a full and transparent repair policy.

Issues Addressed Include:

Property Condition at Move-In
Utilities at Move-In
Disclosure of any Defects or Needed Repairs
Landlord's Repair Policy Generally
A/C Unit Condition and Repair Policy
Tenant Obligations after Catastrophic Loss or Damage
Tenant Obligations after Prolonged Power Outage or Utility Loss
Deductions from the Security Deposit

PROPERTY CONDITION AT MOVE-IN

Tenant has a valid interest in full disclosure by Landlord as to the condition of the Property at move-in, particularly the status of main systems including electrical, mechanical, plumbing, HVAC, foundation, roof, and any appliances.

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 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 all main Property systems (including electrical, mechanical, plumbing, HVAC, foundation, roof and any appliances 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.

3. 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: _____

4. Is there any history of flooding or mold (past or present) on the Property?

_____ No, there is no known history of flood or mold (past or present).

_____ Yes, as follows: _____

_____ No comment. Per the TXR Lease, the Property is offered “as is” with no assurances whatsoever by the Landlord as to Property condition. It is up to the Tenant to satisfy himself regarding Property condition and any need for repairs.

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

_____ Landlord agrees to disclose to Tenant 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: _____

_____ No comment. Per the TXR Lease, the Property is offered “as is” with no assurances whatsoever by the Landlord as to Property condition. It is up to the Tenant to satisfy himself regarding Property condition and any need for repairs.

6. If the Property is offered in “as is” condition (no assurance as to condition and no assurance that property systems are working) will the Tenant 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.

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

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

7. 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: _____

REPAIRS AND MAINTENANCE GENERALLY

Tenant has a valid interest in full transparency when it comes to Landlord's repair policies. Tenant has a valid interest in verifying that Landlord repairs will be handled in a reasonable and prompt manner.

8. Does the Landlord accept a general duty of reasonable care to repair and maintain the Property during the term of the Lease? The TXR lease does not provide for this.

_____ Yes, the Landlord has a general duty to be responsible and prompt when it comes to repairing and maintaining the Property during the Lease.

_____ The Landlord has no duty to repair or maintain the Property during the Lease at all except as the TXR Lease specifically provides (i.e., only conditions that "materially affect the physical health or safety of an ordinary tenant"). No other repairs are required. Any other repairs are made entirely at Landlord's discretion and as the Landlord sees fit.

_____ Landlord declines to say.

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

_____ No.

_____ Yes. A copy of the Landlord's repair policy is attached.

_____ Landlord declines to say.

10. Does the Landlord generally agree to make repairs diligently and within a reasonable time?

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

_____ The Landlord has no duty to repair or maintain the Property during the Lease at all except as the TXR Lease specifically provides (i.e., only conditions that "materially affect the physical

health or safety of an ordinary tenant”). No other repairs are required. Any other repairs are made entirely at Landlord’s discretion and as the Landlord sees fit.

_____ Landlord declines to say.

11. What is the Landlord’s average response time for repairs? What can the Tenant expect?

_____ Response time is, on average: _____

_____ Landlord has 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 at all except as the TXR Lease specifically provides (i.e., only conditions that “materially affect the physical health or safety of an ordinary tenant”). No other repairs are required. Any other repairs are made entirely at Landlord’s discretion and as the Landlord sees fit.

_____ Landlord declines to say.

12. 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 small repairs. These are: _____

_____ Landlord declines to say.

13. 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.

AIR CONDITIONING SPECIFICALLY

Both Zillow and Realtor.com characterize the health risk of South Texas heat as extreme. Accordingly, the condition and functionality of the A/C system is a valid Tenant concern that should be expressly and specifically addressed. The TXR lease does not do this except to say that A/C repair is not an emergency.

14. 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.

15. 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.

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

- ☐ Yes. Urgent and diligent repair action is an emergency in South Texas.
- ☐ 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 when it comes to the A/C.
- ☐ Landlord declines to say.

PROPERTY MANAGEMENT

Tenant has a valid interest in assuring that the Property will be managed responsibly, and predictably, and with a certain level of professionalism.

17. 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 repair requests from the Tenant:

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

_____ only written notice to the Landlord is acceptable which may include email.

_____ repair requests to the Landlord must be made by certified mail, return receipt requested.

_____ Other policy: _____

20. Communications with Landlord:

_____ Landlord phone: _____

_____ Landlord Email: _____

_____ Landlord's Mailing Address: _____

DISASTERS AND PROLONGED UTILITY FAILURE

Texas has frequent severe storms and power outages. Tenant has a valid interest in knowing how such events will affect Tenant's lease obligation if the Property is destroyed or made substantially uninhabitable by a disaster such flood, freeze, storm, wind, fire, or prolonged power outage.

21. If the Property is made substantially uninhabitable by a catastrophe, then:

_____ per the TXR Lease, Tenant will NOT be released from the Lease under any circumstances (even if the Property is destroyed or rendered substantially uninhabitable) and must continue to pay full 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.

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

_____ per the TXR Lease, 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. Landlord or Landlord's insurance will handle repairs and restoration.

_____ Other policy: _____

_____ Landlord declines to say.

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

_____ per the TXR Lease, Tenant will NOT be released and must continue to pay full rent until the Lease ends regardless whether or not electricity, water, or gas are ever restored.

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

_____ Other policy: _____

_____ Landlord declines to say.

SECURITY DEPOSIT

Tenant has a valid interest in knowing that any charges made against the security deposit will be reasonable and predictable. Tenant also has a valid interest in knowing if the funds tendered as a security deposit will be available when the Lease ends.

24. 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.

25. 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.

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

_____ Tenant IS obligated to fully re-paint the interior of the Property and return it to Landlord in 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.

27. 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).

_____ Tenant must have the carpet steam cleaned.

_____ Other policy: _____

_____ Landlord declines to say.

28. 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 (IF ANY)

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

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

_____ Yes, Landlord agrees that this document may be made a part of the Lease

_____ No, Landlord's above responses will not bind the Landlord in any way.

_____ Landlord declines to say.

SIGNATURE OF LANDLORD:

SIGNATURE

DATE SIGNED

[OR IF LANDLORD IS AN LLC]

SIGNATURE OF LANDLORD:

_____ LLC

BY: _____, MANAGER DATE SIGNED