

# Town Line Properties, LLC

## Property Management

### WORK ORDER REQUEST FORM

2201 So. W.S Young Ste. 111A

Killeen, TX 76543

Off: 254-690-1365

Fax: 254-213-3719

E-mail: PM@TXTownline.com

**\*\*Please note all work order request must be in writing. You may e-mail, fax or fill out the form at our office. By signing below you understand that if the work to be preformed was caused by you, you will be responsible for the repair cost and will be billed to pay the invoice in full. In addition, if no fault is discovered the Tenant/Occupant will incur the service charges. Refer to lease agreement Paragraph 18C.**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ HM Ph: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Please state your situation clearly so that we can submit your concerns to the proper technician/owner (Must be legible):**

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

**(OFFICE USE ONLY) Received by: \_\_\_\_\_ Date: \_\_\_\_\_**

1. Owner has Home Warranty Y / N      2. Courtesy contact to owner Y / N      Date: \_\_\_\_\_

3. Residential Condition Report claim Y/ N      4. Bill To? Owner / Tenant / Tech Evaluation

(1) \_\_\_\_\_  
Date Assigned      Vendor Name Assigned      Date Completed

## Tenant's Work Order Notice

**18. Repairs:** (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

- A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, call : (254)690-1365. Ordinarily, a repair to the heating and air conditioning system is not an emergency.
- B. **NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.
- C. **Completion of Repairs:**
- a. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
  - b. Landlord is not obligated to complete a repair in one day other than a business day unless required to do so by the Property Code.
- D. **Payment of Repair Costs:** Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18.
- a. Landlord will pay the entire cost to repair the following items not caused by Tenant or Tenant's negligence:
    1. heating and air conditioning systems;
    2. water heaters; or
    3. water penetration from structural defects
  - b. Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
    1. conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
    2. damage to doors, windows, and screens;
    3. damage from windows or doors left open;
    4. damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
    5. items that are cosmetic in nature with no impact on the functionality or use of the item;and
- E. **Trip Charges:** If a repair person is unable to access the property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.
- F. **Advance Payments and Reimbursements:** Landlord may require advance payment of repairs or payments under this paragraph 18 for which tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date