



# Custer Office Park

3400 Silverstone Dr, Ste 112 Plano TX 75023 Tel 972-769-0059 Email: custer@metrom.com

## Rent Payment / Late Fee / and Lockout Policy

This summary is provided so Tenants have a clear understanding of Landlord’s policy on rent payment, related fees and consequences of non-payment.

**Rent Payment:** Custer Office park does not send out monthly payment vouchers, invoices or reminders. All rent is due in advance on or before the first day of the month (example: July’s rent is due on or before July 1<sup>st</sup>). All rent checks must be mailed to the Landlord’s Lock Box at the address noted below. Note: Regular rent payments cannot be accepted at the Leasing Office. Be sure to note your suite number on the memo section of your check.

Make check payable to: **Custer Office Park**

Please send check to: **Custer Office Park**  
P.O. BOX # 671483  
DALLAS TX 75267-1483

**Late Payment Fees:** If your check is not received in the lock box on the fifth day of the month a 10% late fee will be assessed. Late charges will increase to 25% after two late payments within a 12-month period. In the event of a late payment, you will receive a notice in the mail. This notice will also contain a lockout date (see below).

Note: In accordance with Article 3.06 – 3.07 of the Lease Agreement after Tenant has committed (3) three events of default within a twelve (12) month period, Landlord shall have the option of making demand on Tenant for the payment of Basic Rent for any period of free or abated rent and declaring forfeited any future period of free or abated rent described in the Lease. If a tenant goes beyond (6) six past-due occurrences in a (12) twelve-month period Lock Out procedures will go into effect on the sixth calendar day or next following Management Office workday.

**Returned Check Fee:** \$30.00 for each returned check. NSF checks are also subject to the Late Payment Fee.

**Lockout:** Past-due rent and related fees, which are not paid by the due date noted on the Late Notice, will result in a Suite Lockout. Note: Should a lockout require locksmith services; the locksmith fee will be added to the amount due by Tenant. Lockouts will remain in force until all rent plus related fees are paid in full, by either Money Order or Certified Check (regular checks not accepted). Payment to remove a lockout must be delivered to the Leasing Office during regularly scheduled work hours. The locked Suite will be considered abandoned if it remains in Lockout status for more than 30 consecutive days.

In either the Suite Abandonment or Multiple Lock Out scenarios described above:

- Landlord may terminate the lease and repossess the leased premises without a formal eviction process.
- All expenses incurred in moving and or, discarding abandoned property, will be added to the Tenant’s amount due.
- Tenant Waives all rights and ownership to abandoned property left within the suite.
- The Landlord is free to market, show and rent the Suite.
- Security Deposit is forfeited.
- Landlord will refer the Lease Agreement to Collection and/or Legal Counsel for litigation.

**Last Month’s Rent:** The Lease Agreement does not permit the Security Deposit to be applied to the last month rent. As such, the above lock out procedure will be enforced for any rent not paid in full on the next workday following the fifth day of the final month of the lease.

This is to confirm that I have received, understand and agree to these policies:

Suite Number: \_\_\_\_\_ Tenant Name : \_\_\_\_\_

Date Manager Delivered this Notice: \_\_\_\_\_ Tenant Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**Disclaimer:** Nothing in “Rent-Payment-Late-Fee-Lockout-Policy” modifies or changes any of the terms stated in “Lease-Agreement”. You are advised to read “Lease Agreement” in its entirety and not rely solely on this “Rent-Payment-Late-Fee-Lockout-Policy”.