

Fee Transparency Policy on Tenant Fees, Payment Obligations and Security Deposit Withholding

Emerson Property Management, Inc., Texas Operations

Effective Date: September 1, 2026

Overview

Emerson Property Management, Inc., manages residential properties on behalf of property owners. This policy establishes an internal and tenant-facing framework for identifying, classifying, disclosing, and documenting mandatory charges, conditional charges, deposits, and potential security-deposit deductions.

The lease agreement places standard monthly rental charges and known one-time charges on page 1, and states that utility and animal charges are set forth in their respective addenda. The lease also identifies Landlord's Rules & Regulations, an Animal Agreement, a Showing Instructions and Move-Out Process, and an Addendum for Fee in Lieu of Security Deposit among documents that may accompany the lease.

Company Policy on Fee Disclosure and Definition of Mandatory and Conditional Fees

Emerson distinguishes between standard or recurring charges disclosed at the beginning of the lease and conditional charges that arise because of a tenant's action, inaction, request, default, or other circumstance.

- Standard/mandatory charges and payment obligations will be clearly identified in the property listing, application/pre-application process when applicable, and the lease or applicable addendum.
- Conditional/non-mandatory charges will be disclosed in the applicable lease section, addendum, rules and regulations, or other governing document before or when the charge becomes applicable, as required by the lease and applicable law.
- The amount or method of calculating each known charge will be stated where the supplied lease provides an amount. Where the lease refers to an amount contained in an addendum, schedule, vendor invoice, or custom field, that source will control and should be completed before publication.
- A charge will not be characterized as mandatory when it is conditional, and a conditional charge will not be described as a standard recurring fee.

Standard / Recurring Fees and Payment Obligations

Fee / Charge	Classification	Amount / Trigger	Source / Disclosure
Rent	Standard / recurring	Property-specific amount	Lease Agreement, page 1
Resident Benefit Package (RBP)	Standard / recurring	Property-specific amount, charged monthly to all tenancies	Lease Agreement, page 1, Monthly Rental Charges Table; Paragraph 5A; described further in Landlord's Rules & Regulations and the public Resident Benefit Package flyer.
Admin Fee for Lack of Renter's Insurance	Conditional / recurring	Property-specific amount	Lease Agreement, page 1.

Note: The Admin Fee for Lack of Renter's Insurance is classified as conditional even though it appears on the lease agreement, page 1, because it is only charged when Tenant fails to provide proof of insurance or lets coverage lapses (Move-In Checklist page of emersonpropertymanagement.com).

Non-Mandatory / Conditional Fees

Fee / Charge	Classification	Amount / Trigger	Source / Disclosure
Late charge	Conditional	Lower of 12% of one month's rent and highest amount permitted by applicable law.	Lease Agreement Paragraph 6A; statutory waiting period must elapse before assessment.
Returned payment / Payment Reversal	Conditional	\$30 per returned payment.	Lease Agreement Paragraph 7; after two reversals in a calendar year, the third reversal triggers payment-method restrictions and associated processing fees.
Mail/check administrative fee	Conditional	\$100 per applicable payment.	Lease Agreement Paragraph 5D.4; not applicable to security deposits or move-in funds required in advance.
Month-to-month fee	Conditional	20% of monthly rent is due immediately before Primary Term expires.	Lease Agreement Paragraph 4; applies when the lease renews month-to-month as described.
Unauthorized animal charge	Conditional	\$250 initial + \$25/day per animal, plus actual removal, extermination, cleaning/deodorizing, and repair costs.	Lease Agreement Paragraph 9C.
Approved animal removal/rehome fee	Conditional	\$150.	Lease Agreement Paragraph 9E; applies when the tenant removes or rehomes an approved animal.
Utility-transfer administrative fee	Conditional	\$50 per bill received by Emerson.	Lease Agreement Paragraph 11C.
Move-out date change fee	Conditional	\$100 per change.	Landlord's Rules & Regulations; applies after the resident has submitted a written move-out date to Emerson.
Non-responsive resident walk-through	Conditional	\$119.	Landlord's Rules & Regulations; triggered when Emerson cannot reach residents within 3 business days.
Early termination cancellation fee	Conditional	3x monthly rent or remaining lease amount, whichever is less, with no less than 30 days' written notice.	Lease Agreement, Paragraph 28A: Early termination is subject to the applicable statutory exceptions and requirements.
Mail-forwarding charge	Conditional	\$35 plus owner damages, if applicable.	Landlord's Rules & Regulations.
Pet rent	Conditional / recurring for approved pet	Custom monthly amount.	Pet Addendum, Paragraph B (2).
Pet-related cleaning/remediation/damage	Conditional	Reasonable actual costs.	Pet Addendum and Lease Agreement, animal provisions.

Fee / Charge	Classification	Amount / Trigger	Source / Disclosure
Tenant-requested security-device work	Conditional	The tenant pays in advance.	Lease Agreement Paragraph 19B; additional rekeying, installation, repair, or replacement requested by tenant.
Utility provider charges	Conditional	Actual provider charges / applicable costs.	Lease Agreement Paragraph 11; tenant is responsible unless lease/addendum states otherwise.
Access / trip charge	Conditional	\$100 + vendor charges where applicable.	Lease Agreement Paragraph 14C and 18E; applies when arranged access is denied or unavailable because of tenant-related access issues.
Keybox authorization withdrawal	Conditional	One month's rent.	Lease Agreement Paragraph 14D.2; applies when tenant withdraws authorization for a keybox.
Maintenance non-compliance administrative fee	Conditional	\$100, to the extent permitted by law.	Paragraph 17E; applies when the landlord performs tenant's maintenance obligations after non-compliance.
Tenant change / assignment administrative fee	Conditional	\$150.	Paragraph 28B.4; applies when the landlord agrees to an assignee, subtenant, additional tenant, tenant removal, or replacement tenant.
HOA / Association Charges & Lease-Violation Fees	Conditional	Actual HOA fines/charges + applicable administrative fees; \$35 per violation; \$100 trip fee if the violation is not corrected within 3 business days	Lease Agreement, Paragraph 12C; Landlord's Rules & Regulations
Credit Assurance Fee	Conditional	Property-specific amount and/or increased security deposit; not charged to all tenancies.	Lease Agreement, page 1; Emerson Qualifications webpage confirms this applies only to "applicants with credit scores below 620."
Expedited Move-In Fee	Conditional	\$250.00	Lease Agreement, page 1 ("Expedited Move-In Service" line item); confirmed on Emerson's Application Process and Move-In Checklist webpages. Charged when a tenant moves in within 7 days of approval or fails to submit rent or utility account numbers at least 7 days before the move-in date.

Fee / Charge	Classification	Amount / Trigger	Source / Disclosure
Application Fee	Conditional	\$75 Application Fee	Emerson Qualifications webpage ("application fees are non-refundable"); charged to each applicant 18 or older during the online application process.
Pet Profile Screening Fee	Conditional	\$30 per household pet profile when paid by credit/debit card, or \$25 when paid by ACH. No charge for No-Pet/Animal or Assistance Animal profiles.	Emerson Application Process webpage; every applicant must complete a pet/no-pet/service-animal profile at emerson.petscreening.com, regardless of pet status.
Holdover Rent	Conditional	Three (3) times the monthly rent, calculated and due daily.	Lease Agreement Paragraph 22; applies if Tenant fails to vacate the Property at the end of the lease term.
Reletting / Leasing Costs on Applicant Default	Conditional	Actual reletting, leasing, and advertising costs, plus rent loss until re-rented.	Emerson Application Process webpage; applies if an approved applicant pays the security deposit but fails to take possession, in addition to forfeited deposit and applicable lease-break fees.
Fee in Lieu of Security Deposit ("Deposit-Free" Program)	Conditional	Amount/calculation subject to company approval	Lease Agreement Paragraph 10F; Addendum for Fee in Lieu of Security Deposit; Emerson's Deposit-Free Lease webpage/flyer.

Pet / Animal Charges

The Lease Agreement prohibits animals unless otherwise approved in writing. For unauthorized animals, the lease provides for a **\$250 initial charge plus \$25 per day per animal**, in addition to any actual removal, extermination, cleaning, deodorizing, and repair costs. The Lease also provides for a **\$150 administrative fee** when an approved animal is removed or rehomed during the lease term.

For approved animals, the Texas Pet Addendum provides for **monthly pet rent as a custom amount**, which is added to the tenant's monthly rent. The tenant is also responsible for pet-related property damage, cleaning, deodorizing, defleaing, and repairs.

Assistance animals are treated separately from pets. The Pet Addendum states that it does not apply to assistance animals, while the Lease Agreement separately addresses assistance animals and reasonable-accommodation requests.

Utilities

The Lease Agreement states that utility and animal charges are set forth in their respective addenda. Tenants generally pay connection, service, usage, and other utility costs, and separately metered utilities must be placed in the tenant's name before the Commencement Date.

If the tenant does not transfer utilities by the first day of the lease, the Lease Agreement provides for a \$50 administrative fee per bill received by Emerson. The tenant remains responsible for delayed, past-due, or residual utility bills attributable to the tenancy, even when received after move-out.

Security Deposit

The security deposit is not an ordinary fee. The Lease Agreement requires the deposit at execution and provides for accounting/refund after surrender and receipt of the tenant's forwarding address.

The lease identifies potential deductions including property damage beyond normal wear and tear; cleaning, deodorizing, extermination, and maintenance costs for which the tenant is responsible; unpaid rent and late charges; utilities; animal charges; replacement of keys/security devices; access costs; abandoned property; reletting costs where applicable; legal costs; notice mailing costs; unauthorized alterations; smoking damage; and certain rekeying costs.

If deductions exceed the deposit, the lease states that the tenant must pay the excess within 10 days after written demand. The lease also provides for a Fee in Lieu of Security Deposit through a separate addendum, subject to landlord approval.

Policy Governance

This policy should be reviewed and updated whenever Emerson Property Management changes its standard Texas Lease Agreement, Rules & Regulations, Resident Benefit Package, Pet Addendum, Utility Addendum, Fee in Lieu of Security Deposit Addendum, move-out procedures, resident portal billing configuration, or other tenant-facing fee practices.

In the event of any conflict or inconsistency between this policy and an executed Lease Agreement, applicable addendum, or governing law, the **executed contractual documents and applicable law shall control**.

This policy has been reviewed by the appropriate Emerson management and/or legal representatives and is intended to establish Emerson Property Management's operational and fee-transparency standards for its Texas operations.

All statements and procedures contained in this policy are intended to align with the terms of Emerson's Property Management Agreement, applicable tenant Lease Agreement, and all applicable laws and regulations governing property management in Texas. If any provision of this policy conflicts with the Property Management Agreement, an executed Lease Agreement or addendum, or applicable Texas law, the conflicting provision of this policy shall be subordinate to the controlling contractual document or applicable law.