

**TEXAS RESIDENTIAL LEASE**  
*A Fair Lease for Texans by LoneStarLandLaw.com*



**LANDLORD:** \_\_\_\_\_

**TENANT:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

**CONTENTS**

- Article 1: The Parties
- Article 2: The Leased Property
- Article 3: Utilities
- Article 4: Lease Term
- Article 5: Monthly Rent
- Article 6: Late Payments and Late Fees
- Article 7: Use, Occupancy, Property Rules, and Vehicles
- Article 8: Security Deposit
- Article 9: Pets and Pet Deposit
- Article 10: Repairs and Maintenance by Landlord
- Article 11: Repairs and Maintenance by Tenant
- Article 12: Landlord Access and Inspections
- Article 13: Landlord Advertising and Showings
- Article 14: Property Condition upon Surrender or Abandonment
- Article 15: Casualty Loss, Insurance, and Liability
- Article 16: Default by Tenant
- Article 17: Changing Locks in Event of Tenant Default
- Article 18: Early Termination of Lease
- Article 19: Mediation Required for Tenant Grievance
- Article 20: Tenant Emergency or Death
- Article 21: Special Provisions
- Article 22: Summary of Funds Collected to Commence Lease
- Article 23: Miscellaneous Matters
- Execution of Lease

**ADDENDA AND EXHIBITS**

Incorporated into this Lease are the following addenda, exhibits and other information:

- \_\_\_ Landlord’s Rule & Regulations
- \_\_\_ Homeowners’ Association Rules
- \_\_\_ Punchlist Form for Requested Repairs
- \_\_\_ Pet Agreement
- \_\_\_ Mold Addendum
- \_\_\_ Guaranty Agreement
- \_\_\_ Agreement Between Brokers
- \_\_\_ Addendum as to Lead-Based Paint
- \_\_\_ Pool/Spa Maintenance Addendum
- \_\_\_ Residential Lease Application
- \_\_\_ Bed Bug Addendum
- \_\_\_ Option to Renew
- \_\_\_ Special Provisions Addendum
- \_\_\_ (Other): \_\_\_\_\_
- \_\_\_ (Other): \_\_\_\_\_

**ARTICLE 1. THE PARTIES**

**1.01. Landlord.** The Landlord (“Landlord”) is:

NAME: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
Tel.: \_\_\_\_\_  
Email: \_\_\_\_\_

**1.02. Tenant.** The Tenant (“Tenant,” whether one or more) is:

NAME: \_\_\_\_\_  
NAME: \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
Tel.: \_\_\_\_\_  
Email: \_\_\_\_\_

Tenant agrees to receive notices from Landlord at the above address. Communications between Landlord and Tenant is a priority for a successful lease. It is Tenant's responsibility to be and remain accessible and responsive to communications from Landlord. Tenant agrees to promptly notify Landlord of any change in Tenant's contact information including phone number and email address.

All persons named as Tenant are jointly and severally liable for payment and performance of the terms and conditions of this Lease.

**1.03. Property Manager.** Property management including rent collection will be handled by (choose one):

\_\_\_\_ Landlord directly.

\_\_\_\_ the following Property Manager on behalf of Landlord:

NAME: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

All rental payments and notices from Tenant should be sent and made payable to the person or company checked above.

The Property Manager (if any) is empowered to act on behalf of Landlord in all matters relating to this Lease.

**1.04. Guarantor of Tenant's Obligations (If Any):**

NAME: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

Guarantor entirely and unconditionally guarantees Tenant's compliance with and performance of the terms and conditions of this Lease.

## ARTICLE 2. THE LEASED PROPERTY

**2.01. *The Property.*** Landlord leases the following real property (“Property” or “Premises”) to Tenant:

\_\_\_\_\_

together with any and all improvements, fixtures, and personal property located thereon, subject to any express exclusions by Landlord listed below. In consideration, Tenant agrees to pay Monthly Rent and abide by all terms and conditions of this Lease.

Exclusions (if any): \_\_\_\_\_

\_\_\_\_\_

**2.02. *Personal Property on the Premises.*** The following personal property items belonging solely to Landlord are included in this Lease and in the definition of the Property:

\_\_\_\_\_ garage door opener(s):    \_\_\_\_\_ one opener    \_\_\_\_\_ two openers

\_\_\_\_\_ washer

\_\_\_\_\_ dryer

\_\_\_\_\_ refrigerator

\_\_\_\_\_ fully furnished

\_\_\_\_\_ partially furnished

\_\_\_\_\_ curtains/drapes

\_\_\_\_\_ lawn mower

\_\_\_\_\_ other: \_\_\_\_\_

\_\_\_\_\_ other: \_\_\_\_\_

**2.03. *Tenant May Not Remove Landlord’s Personal Property.*** Tenant may not cause or permit the removal of any of Landlord’s personal property items (if any, including but not limited to appliances and yard equipment) from the Property. Appliances, accessories, and other similar personal property items leased with the Property are and will remain the sole property of Landlord. Tenant agrees to take good care of such personal property items and surrender them in the same condition as when received, less ordinary wear and tear.

**2.04. *Property Condition at Move-In (Choose One):***

\_\_\_\_\_ To the best of Landlord’s knowledge, the Property is in good, clean, and functioning condition. All major systems and appliances (if any are included) are in working order without known defects or the need for immediate repair or maintenance. Other than this limited

statement, the Property is leased entirely in “as is” condition with no representations or warranties by Landlord.

**\_\_\_\_\_ LANDLORD LEASES AND TENANT UNCONDITIONALLY ACCEPTS THE PROPERTY “AS IS,” IN ITS PRESENT CONDITION, WITH ALL FAULTS AND DEFECTS, KNOWN OR UNKNOWN, PATENT OR LATENT, AND WITHOUT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. TENANT IS ADVISED TO THOROUGHLY INSPECT AND OTHERWISE PERFORM DUE DILIGENCE ON THE PROPERTY PRIOR TO SIGNING THIS LEASE IN ORDER TO ASSURE THAT IT IS SUITABLE FOR TENANT’S PURPOSES.**

**2.05. *Agreed-Upon Repairs or Modifications.*** Notwithstanding the foregoing, the parties agree that the Landlord will make the following repairs or modifications prior to move-in (choose one):

\_\_\_\_\_ None. No repairs, remediation, or treatment whatsoever are required to be performed by landlord in advance of Tenant’s move-in.

\_\_\_\_\_ Landlord agrees to make the following repairs or modifications prior to move-in: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.06. *Landlord’s Duty to Disclose Defects***

**LANDLORD ACKNOWLEDGES THAT LANDLORD HAS A LEGAL DUTY TO FULLY DISCLOSE KNOWN MATERIAL FACTS, DEFECTS, AND ADVERSE CONDITIONS ON OR AFFECTING THE PROPERTY IN ADVANCE OF LEASE SIGNING (DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17 OF TEX. BUS. & COM. CODE). THIS DUTY OF DISCLOSURE APPLIES NOTWITHSTANDING THAT THE PROPERTY IS LEASED “AS IS” AND WITHOUT WARRANTY, EXPRESS OR IMPLIED.**

**2.07. *Landlord’s Disclosures Regarding Property Condition (Choose One)***

\_\_\_\_\_ Landlord has no disclosures to make about known material facts, defects, needed repairs, hazards, deficiencies, or adverse conditions on or affecting the Property that could reasonably affect Tenant’s decision to lease or not lease the Property. There are no known termites, wet sheetrock, or mold.

\_\_\_\_\_ Landlord makes the following disclosure(s) concerning Property condition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Landlord has no other disclosures to make about known material facts, defects, needed repairs, hazards, deficiencies, or adverse conditions on or affecting the Property that could reasonably affect Tenant's decision to lease or not lease the Property. There are no known termites, wet sheetrock, or mold.

**2.08. *Tenant's 10-Day Repair Punchlist.*** Tenant has a general affirmative obligation to promptly notify Landlord of any repair or maintenance issues. This applies especially at the time of move-in. Tenant must notify Landlord in writing of any previously undiscovered defects or damages to the Property that are in need of maintenance or repair (a "Punchlist") and deliver said Punchlist to Landlord within 10 days after the Commencement Date. Landlord will use best efforts to promptly address the items on the Punchlist. If Tenant fails to timely deliver the Punchlist, the Property will be deemed to be free of defects, damages, or any current need for repairs or maintenance.

**2.09. *Tenant-Installed Fixtures.*** If Tenant attaches or installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, locks, alarms systems, cables, satellite dishes, or other fixtures of any type, such fixtures will automatically become the exclusive property of the Landlord. Landlord permission is required prior to any such installation.

**2.10. *Smoke Alarms.*** The Property Code requires the Property to be equipped with smoke alarms in certain locations. Tenant acknowledges that the Property in fact appears to be so equipped. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under Property Code Sec. 92.2611.

**2.11. *Locks and Security Devices.*** The Property Code requires that the Premises be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the residence; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the residence; and (5) a keyless bolting device and a door viewer on each exterior door of the residence Landlord (choose one):

\_\_\_\_ has already rekeyed the locks and security devices since the last occupant vacated the Property.

\_\_\_\_ will rekey the locks and security devices prior to Tenant move-in and supplying Tenant with keys.

**2.12. *Tenant Requests Relating to Re-Keying of Security Devices.*** All requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with Property Code Sec. 92.162.(c) and may be installed only by contractors authorized in advance by Landlord.

## ARTICLE 3. UTILITIES

### 3.01. *Utilities and Rent (Choose One)*

\_\_\_\_\_ The Monthly Rent DOES NOT include any utilities.

\_\_\_\_\_ The Monthly Rent DOES include \_\_\_\_\_, which is/are already connected and operational, but DOES NOT include any other utilities, for which Tenant is solely responsible for connecting and paying.

### 3.02. *Status of Utilities at Move-In (Choose One)*

\_\_\_\_\_ ***Utilities are Off.*** Connecting and paying for utilities are entirely the Tenant's Responsibility. This Lease is "as is" with regard to utilities. It is Tenant's responsibility to determine, before signing this Lease, that: (a) all utilities are accessible to or from the Property; (b) such services are sufficient for Tenant's needs and wishes; and (c) Tenant is satisfied with available utilities and services. Tenant certifies that Tenant has investigated these matters before signing this Lease and is satisfied. Tenant is responsible for promptly contacting utility providers in order to establish service in Tenant's name. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities including electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and internet. Unless otherwise agreed, utility bills are payable directly to service providers.

\_\_\_\_\_ ***Utilities are On and Working.*** Tenant is allowed up to 3 business days from the Effective Date of this Lease to change these utilities (electric, water, and gas if any) into Tenant's name. Failing to do so in a timely manner is a breach and default under this Lease.

\_\_\_\_\_ ***Other:*** \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**3.03. *Utility Cut-Off Equals Abandonment and Default.*** Tenant must keep the utilities on and working at all times during this Lease unless express prior permission is granted by Landlord. This obligation includes electricity, water, gas (if any), wastewater (if separate), and garbage services (if separate). **FAILURE TO KEEP ALL UTILITIES ON AND WORKING ENTITLES THE LANDLORD TO DEEM THE PROPERTY ABANDONED AND TO EXERCISE DEFULT REMEDIES INCLUDING TAKING IMMEDIATE POSSESSION OF THE PROPERTY WITHOUT NOTICE TO OR CONSENT BY TENANT.**

## ARTICLE 4. LEASE TERM

**4.01. Commencement of Lease.** This Lease commences on \_\_\_\_\_, 202\_\_\_\_ (“Commencement Date”). Tenant must commence actual physical occupancy of the Property within 5 days after the Commencement Date or Tenant will be in default.

**4.02. Lease Term.** The term of this Lease (“Lease Term”) is (choose one):

\_\_\_\_ **Fixed Term.** This Lease is for a fixed term commencing on the Commencement Date and continuing until midnight on \_\_\_\_\_, 202\_\_\_\_ (“Termination Date”). Landlord is not obligated to prorate rent if Tenant surrenders the Property before the Termination Date.

\_\_\_\_ **Month-to-Month.** This Lease is a month-to-month lease commencing on the Commencement Date and continuing until either party provides at least 30 days written notice of termination to the other party. Notice of termination will be effective on the last day of the month following the month in which the written notice is given (“Termination Date”). Landlord is not obligated to prorate rent if Tenant surrenders the Property before the Termination Date.

\_\_\_\_ **Other:** \_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

**4.03. Notice of Surrender by Tenant (Choose One)**

\_\_\_\_ **Notice of Surrender from Tenant IS required.** Before moving out, Tenant must give Landlord advance written move-out notice (“Move-Out Notice”). Oral notice of surrender or termination is not sufficient under any circumstances. Early move out, even with notice, will not release Tenant from liability for the full term of this Lease. The Move-Out Notice must be given in writing and received by Landlord at least \_\_\_\_\_ days in advance of Tenant’s intended move-out date, even if this Lease is or has become a month-to-month lease. The move-out date specified in Tenant’s move-out notice (the “Move-Out Date”) must be the last day of a calendar month and will only be considered to be effective on the last day of a calendar month. The Move-Out Date cannot be changed except in writing signed by both Tenant and Landlord. Tenant’s Move-Out Notice will be ineffective if it does not comply with the terms of this paragraph.

\_\_\_\_ **Notice of Surrender from Tenant IS NOT required.** The term of this Lease fully, finally, and automatically terminates at midnight on the above-stated Termination Date



without necessity for further action, including notice to or from Tenant. Tenant's full and unconditional surrender of the Property must occur on or before the Termination Date.

\_\_\_\_\_ *Other:* \_\_\_\_\_

Comments: \_\_\_\_\_

**4.04. Termination of Month-to-Month Tenancy.** Should this Lease be or become a month-to-month tenancy, and Tenant wishes to terminate the leasehold and surrender the Property, then Tenant must provide at least 30 days written notice to Landlord. Oral notice is not sufficient under any circumstances. Tenant further agrees to vacate the Property on or before the 30<sup>th</sup> day or be subject to immediate eviction thereafter.

**4.05. Return of Security Deposit.** In all cases where Tenant is required to provide advance notice of surrender, Tenant is advised that Tenant *must* provide Landlord with said notice as a condition to the refund of the Security Deposit.

**4.06. Rent Obligation Continues until Surrender.** Monthly Rent will continue to be due until the Property is fully surrendered to Landlord (along with keys and openers). All rent due (including any prorated amount) must be fully paid in good funds satisfactory to Landlord before Landlord is obligated to accept Tenant's surrender.

**4.07. HOLDING OVER BY TENANT AFTER LEASE TERM OR AFTER NOTICE OF SURRENDER. HOLDING OVER IS NOT ALLOWED. ANY EXTENSION OF TENANT'S OCCUPANCY, EVEN FOR A SHORT PERIOD, MUST BE AGREED TO BY THE PARTIES IN WRITING PRIOR TO TERMINATION OF THE LEASE.** Any such written agreement shall automatically become an amendment to this Lease. Should Tenant continue to occupy the Property after the Termination Date without such a written agreement, then (choose one):

\_\_\_\_\_ ***Automatic Conversion to Month-to-Month.*** This Lease WILL automatically become a month-to-month tenancy with a 25% increase in the amount of the Monthly Rent (the "Holdover Rent") beginning on the first day of the month of the holdover period. Holdover Rent will be due on or before the first day of each successive calendar month.

\_\_\_\_\_ ***No Automatic Conversion – Tenancy at Sufferance.*** This Lease WILL NOT become a month-to-month tenancy. A holdover Tenant will instead be a tenant-at-sufferance and subject to immediate eviction, it being agreed that a 3-day notice to vacate shall be sufficient notice prior to the filing of eviction (forcible detainer) proceedings in Justice Court. Rent for any holdover period (the "Holdover Rent") will be two times the Monthly Rent specified below calculated on a daily basis from the Termination Date through and including the date the

Property is vacated. The Holdover Rent will be immediately due and payable on a daily basis without notice or demand.

\_\_\_\_ *Other:* \_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 5. MONTHLY RENT**

**5.01. *Monthly Rent.*** Tenant will pay monthly rent (“Monthly Rent”) in good funds satisfactory to Landlord, without deduction or offset for any reason whatsoever unless by prior written agreement or permitted by law, in the amount of \$\_\_\_\_\_ for each full month during this Lease.

The first payment of the full amount of the Monthly Rent is due and payable (choose one):

\_\_\_\_ no later than \_\_\_\_\_, 202\_\_\_\_.

\_\_\_\_ upon execution of this Lease, at which time all initial funds due from Tenant will be collected in good funds satisfactory to Landlord.

On or before execution of this Lease, as applicable under the circumstances and as Landlord may direct, Tenant shall also pay Landlord prorated rent for the current month in the amount of \$\_\_\_\_\_ in order to cover the period from the Commencement Date through the last calendar day prior to the Commencement Date.

Comments: \_\_\_\_\_  
\_\_\_\_\_

**5.02. *Tenant’s General Obligations Regarding Monthly Rent***

**TENANT SHALL PROMPTLY AND REGULARLY PAY TO LANDLORD, WITHOUT DEDUCTION OR OFFSET, ALL MONTHLY RENT AND OTHER SUMS FALLING DUE UNDER THIS LEASE AT LANDLORD’S ADDRESS SHOWN ABOVE OR AT SUCH OTHER PLACE AS LANDLORD MAY DESIGNATE.**

**PAYMENTS FROM TENANT SHALL BE MADE ACCORDING TO SUCH MEANS AND METHODS AS LANDLORD (IN LANDLORD’S SOLE DISCRETION) MAY PRESCRIBE. LANDLORD MAY AT ANY TIME AND WITHOUT NECESSITY OF CAUSE DIRECT A CHANGE IN THE NAME OF PAYEE, THE PLACE OF PAYMENT, AND/OR THE METHOD OF PAYMENT. TENANT AGREES TO STRICTLY COMPLY WITH THESE INSTRUCTIONS.**

**STRICT COMPLIANCE WITH RENTAL DUE DATES IS REQUIRED AT ALL TIMES. TIME IS OF THE ESSENCE FOR THE PAYMENT OF MONTHLY RENT. TENANT'S OBLIGATION OF TIMELY FULL PAYMENT IS ABSOLUTE AND UNCONDITIONAL. WEEKENDS, HOLIDAYS, ACCIDENT, ILLNESS, UNEMPLOYMENT, OR PERSONAL SETBACK SHALL NOT DELAY OR EXCUSE TENANT'S OBLIGATION TO TIMELY PAY THE FULL MONTHLY RENT.**

**ACTUAL RECEIPT OF FUNDS BY LANDLORD IS THE STANDARD FOR PAYMENT. "THE CHECK IS IN THE MAIL" IS NOT PAYMENT AND IS UNACCEPTABLE. LATE PAYMENT WILL RESULT IN LATE FEES AND PER DIEM LATE CHARGES. CHRONIC LATE PAYMENT MAY RESULT IN EVICTION.**

**5.03. Method of Payment.** Tenant must pay all rent in immediately good funds by means of cash, check, money order, cashier's check, direct deposit, or other good funds acceptable to Landlord in Landlord's discretion. Landlord may at any time and without necessity of cause direct a change in method or place of payment, and Tenant agrees to comply with said instructions. Initially and until further notice, payment by Tenant must be made by the following means (choose one):

\_\_\_ cash, money order, cashier's check, or direct deposit.

Personal checks \_\_\_ are \_\_\_ are not accepted.

Post-dated checks \_\_\_ are \_\_\_ are not accepted.

\_\_\_ Other means of payment is required as required as follows: \_\_\_\_\_

\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

**5.04. Date of Payment Means Date of Actual Receipt by Landlord.** For the purpose of paying rent and calculating any late charges, the reference date is the date of ACTUAL RECEIPT by the Landlord, NOT the mailing date, the date the letter containing the Monthly Rent is dropped into a mailbox, or the postmark date, or any other date. Delay in the U.S. mail is not an acceptable excuse for late payment. Tenant is responsible for using whatever means of delivery that assures that Landlord actually receives the Monthly Rent by the due date. If U.S. Mail is used, Tenant is encouraged to mail the Monthly Rent at least a week prior to the date due. No allowance is made for checks that are in the mail.

**5.05. Multiple Tenants.** If multiple Tenants occupy the Property, Landlord may require that Monthly Rent be paid in the form of a single payment rather than multiple payments.

**5.06. Returned or NSF Checks.** Landlord has a zero tolerance policy for insufficient (NSF) checks or declined payments of any kind. A check from Tenant which is NSF or otherwise declined is a breach and default under this Lease for which Tenant may be evicted. However, if Landlord elects (at Landlord's discretion) to allow Tenant to remain on the Property after tender of an NSF or declined check, Tenant will pay Landlord an NSF fee of \$100.00 for each check or payment that Tenant tenders to Landlord which is NSF or returned by the institution on which it is drawn for any reason, plus any late charges that may accrue until Landlord receives payment in immediately good funds.

**5.07. Costs Relating to Collection of Monthly Rent.** Tenant also agrees to pay for any collection costs and attorney's fees incurred by Landlord when addressing Tenant's defaults and delinquencies. Tenant must make any NSF or returned check good by paying such amount(s) plus any associated late charges and any costs of collection (e.g., cost of certified mail, attorney's fees, etc.) in cash, by certified funds, or by other good funds as directed by Landlord. In order to reinstate, Tenant must pay the arrearage and all costs by the means and in the manner directed by Landlord.

**5.08. Change of Payment Method after an NSF Check or Declined Payment.** If Tenant fails to timely pay any amounts due under this Lease, or if a check written by Tenant is not honored by the institution on which it was drawn, Landlord may thereafter refuse to accept personal checks and may require Tenant to pay amounts due under this Lease by cash, certified funds, or by other means acceptable to Landlord. This paragraph does not limit Landlord from seeking other remedies under this Lease for any failure by Tenant to make timely payments with good funds.

**5.09. Rent Increases.** There will be no increase in Monthly Rent during the Lease Term. However, Landlord may increase the Monthly Rent that will be paid during any period of ensuing month-to-month tenancy (if such should exist) by providing at least 30 days written notice to Tenant.

**5.10. Application of Rental Payments.** All payments by Tenant shall be deemed to be unconditional regardless of any notations or limitations that Tenant may write on the check or elsewhere. Notations such as "Payment in Full" or the like do not bind Landlord in any manner or create any legal claim, defense, reservation of rights. Landlord shall not be obligated to refuse a payment in order to preserve Landlord's rights. Regardless of any notation on a check, and without agreeing to same, Landlord may accept any and all payments from Tenant, regardless of notations, and apply same first to any non-rent obligations of Tenant including but not limited to late charges, returned check charges, collection costs, attorney's fees, repairs that are the responsibility of Tenant, brokerage fees, unpaid utilities, pet charges, and any other item permissible under this Lease; and then, thereafter and lastly, to Monthly Rent.

**5.11. Holdover Rent.** Holding over is not permitted. However, if Tenant fails to vacate the Property on or before the Termination Date and remains on the Premises without a written agreement with Landlord authorizing Tenant to do so, Tenant shall owe Holdover Rent.

**5.12. Credit Reporting.** Unpaid rent and any other unpaid amounts under this Lease may be reported by Landlord to credit reporting agencies. Tenant consents.

**5.13. Rental History Reporting.** Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord unless and until Tenant has fully cured any and all of Tenant's breaches and defaults under this Lease, including payment of back rent or costs.

## **ARTICLE 6. LATE PAYMENTS AND LATE FEES**

**6.01. Grace Period before Late Charges Apply before Late Charges Apply.** The grace period is 5 days. Landlord may charge a late fee ("Late Fee") if Tenant fails to timely pay the Monthly Rent or before the 5<sup>th</sup> day after it is due.

**EVEN THOUGH LATE CHARGES DO NOT ACCRUE UNTIL THE 5TH OF THE MONTH, THIS ONLY REFLECTS A GRACE PERIOD AS TO LATE CHARGES. IT DOES NOT CHANGE THE FACT THAT MONTHLY RENT MUST BE PAID ON OR BEFORE THE DUE DATE.**

Failing to pay monthly rent on or before the due date is a breach and default under this Lease and may, without need for additional cause, result in Landlord giving Tenant an immediate 3-day notice to vacate.

### **6.02. Initial Late Fee and Per Diem Late Charges**

(a) *Initial Fixed Late Fee.* If Tenant fails to pay in full, on or before the 5th day after the due date, any payment of rent due to Landlord under this Lease, then Tenant shall pay to Landlord upon demand a Late Fee of \$\_\_\_\_\_.

(b) *Per Diem Late Charges.* In addition to the Late Fee, additional late charges of \$\_\_\_\_\_ per day ("Per Diem Late Charge") shall accrue from the 6th day after the rent is due until the accrued Monthly Rent as well as the Late Fee and Per Diem Late Charges are ALL paid in full. Payment of ALL of these fees and charges is required before Landlord, in Landlord's discretion, agrees to restore Tenant's good standing under the Lease. However, Per Diem Late Charges for any one missed payment may not be assessed for a period exceeding 30 days.

**6.03. Landlord's Calculation of Late-Payment Damages.** Landlord has reasonably evaluated potential damages accruing from late rental payments in compliance with Tex. Prop. Code Sec. 92.019 and calculated the above late fees accordingly. Tenant unconditionally agrees that: (1) late fees specified herein are reasonable based on uncertain damages to the Landlord related to the late payment of rent including direct or indirect expenses, direct or indirect costs, or overhead associate with the collection of late payment; and (2) the late fees do not constitute an arbitrary penalty.

Landlord's acceptance of a late charge does not waive Landlord's right to exercise Landlord's other default remedies.

**6.04. No Waiver of Remedies.** Acceptance by Landlord of late Monthly Rent, a Late Fee, or any Per Diem Late Charge is entirely at Landlord's discretion and shall NEVER constitute a waiver or modification of Landlord's rights or remedies for Tenant default. Payment of Monthly Rent after the rental due date (regardless of how often or seldom this may occur) shall be and remain a breach and a default that entitles Landlord to exercise any and all of Landlord's remedies for default.

**6.05. Chronic Late Payments.** Tenant may be evicted for chronic late rent payments (defined as Monthly Rent that is actually received by Landlord after the due date). Chronic late payment of Monthly Rent by Tenant that occurs three or more times (i.e., for three separate months, which need not be consecutive) during the Lease Term (or any extension thereof) is a material stand-alone breach and default under this Lease for which Landlord may evict Tenant without necessity of any additional cause whatsoever. This provision shall apply, and chronic late payment will remain an event of default, notwithstanding that Tenant may have paid applicable Late Fees and Per Diem Late Charges associated with any late payment.

## **ARTICLE 7. USE, OCCUPANCY, PROPERTY RULES, AND VEHICLES**

**7.01. Use of Property.** Tenant may use the Property as a private residence ONLY. Tenant may NOT use the Property as a business except for computer-based activity that does not involve employees, associates, physical visits by customers, or staff parking. Day-care for third parties, Bitcoin mining, and any activity that violates HOA rules are NOT permitted. Noxious, offensive, unreasonably noisy, lewd, immoral, violent, illegal drug-related, or unlawful conduct is NEVER permitted on the Property. Determination of a Tenant violation under this Article is made in Landlord's sole discretion.

**7.02. Short-Term Rentals.** Short-term rentals by Tenant to third parties:

\_\_\_\_\_ are NOT permitted.

\_\_\_\_\_ are permitted.

**7.03. Occupancy.** Except as expressly provided herein, the person(s) designated as "Tenant" is/are the only person(s) allowed to reside on the Property. Tenant may not permit any guest to stay on or in the Property without Landlord's permission for longer than the amount of time permitted by any applicable homeowners' association or 30 days, whichever is less.

**7.04. Named Residents.** The only person(s) other than Tenant who is/are permitted to reside on the Property are:

<u>Name</u>	<u>Age</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**7.05. Compliance with Landlord’s Rules & Regulations.** Landlord may, from time to time, promulgate rules and regulations (“Landlord’s Rules and Regulations”) for use of the Property. Choose one:

\_\_\_\_\_ Landlord has no Rules & Regulations at this time except for the provisions of this Lease.

\_\_\_\_\_ Landlord’s Rules & Regulations are attached to this Lease and incorporated herein. Tenant agrees to abide by same.

**7.06. Compliance with HOA Rules.** Tenant must comply with any homeowner’s association rules and restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any homeowner’s association rule or restrictive covenant. Tenant will promptly notify Landlord of any notices that may be received from the homeowner’s association and any dispute that may arise with said association.

**7.07. Specific Prohibitions.** Tenant may NOT permit any part of the Property to be used for:

- (a) any activity which is a nuisance, unsanitary, hazardous, toxic, offensive, unreasonably noisy, violent, lewd, immoral, dangerous, or related to illegal drugs;
- (b) repair of any vehicle or the storage of any vehicle with an expired inspection sticker;
- (c) any business except for computer-based activity that does not involve employees, associates, physical visits by customers, or staff parking;
- (d) any activity which violates any zoning ordinance, homeowner’s association rule, or restrictive covenant;
- (e) any illegal, unlawful, disreputable, or suspicious activity, including any activity (particularly nighttime activity) that is suggestive of the drug trade; or
- (f) any activity that obstructs, interferes with, or infringes on the rights of neighbors and other persons near the Property, including but not limited to noisy, offensive, or disruptive late-night activities or persistent barking dogs.
- (g) Unless otherwise authorized by this Lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline,

or any item which causes a suspension or cancellation of Landlord's insurance coverage or an increase in Landlord's insurance premiums.

**7.08. Guests.** Tenant may not permit any guest to stay on or in the Property longer than the amount of time permitted by any applicable home owners' association rule or restrictive covenant or 30 days without Landlord's written permission, whichever is less.

**7.09. Community Facilities.** The use of community, neighborhood, or subdivision facilities (e.g., pool or tennis courts):

- \_\_\_ is included in the Monthly Rent.
- \_\_\_ is NOT included in the Monthly Rent.

**7.10. Number of Vehicles.** Tenant may not permit more than **4 vehicles**, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized in advance by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or a homeowners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property.

**7.11. Tenant's Vehicle(s)**

Make: _____	Model: _____	Color: _____
Year: _____	License No. _____	State: _____
Make: _____	Model: _____	Color: _____
Year: _____	License No. _____	State: _____
Make: _____	Model: _____	Color: _____
Year: _____	License No. _____	State: _____
Make: _____	Model: _____	Color: _____
Year: _____	License No. _____	State: _____

Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after such a change.

**7.12. No Expired Tags or Stickers.** All Tenants' vehicles must have current license tags and inspection stickers. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle



parked in violation of this paragraph or any additional parking rules made part of this Lease; or (c) any vehicle parked in violation of any law, local ordinance, or homeowners' association rule.

**7.13. NO SMOKING OF ANY KIND IS ALLOWED ON THE PROPERTY. NO GROWING OF CANNABIS IS ALLOWED.**

**ARTICLE 8. SECURITY DEPOSIT**

**8.01. *Amount of Security Deposit:*** Tenant has tendered a security deposit (the "Security Deposit") to Landlord in the amount of \$ \_\_\_\_\_. The Security Deposit must be held and preserved by Landlord (and not spent) until the Lease terminates and a proper accounting can be made.

**8.02. *The Security Deposit is Not a Fee.*** It is a deposit to secure damage and loss to Landlord, but only in the event such damage and loss occurs. Security deposits are regulated by Chap. 92, Subchap. C of the Property Code, and Landlord acknowledges Landlord's obligations under this statute.

**8.03. *No Interest or Separate Account.*** No interest will be paid to Tenant on the Security Deposit. Landlord may place the Security Deposit in an account or depository of Landlord's choice, at Landlord's discretion, with no obligation to pay interest to Tenant. Any interest or income that may be paid upon the Security Deposit while same is being held by Landlord may be retained in full by Landlord. While Landlord is obligated to retain and preserve Security Deposit funds, Landlord is not required to place the Security Deposit in a separate or dedicated bank account.

**8.04. *Refund of Security Deposit.*** Unless otherwise expressly provided herein or agreed by the parties, Tenant must give Landlord at least 30 days written notice of surrender before Landlord is obligated to refund or account for the Security Deposit. The Security Deposit will be accounted for and refunded (if any refund is due) to the name of Tenant as it appears on this Lease. If "Tenant" is more than one, then all such persons will be named as payees.

**8.05. *CONDITION OF PROPERTY ON MOVE-OUT.*** UPON MOVE-OUT, TENANT AGREES TO LEAVE THE PROPERTY IN GOOD AND CLEAN CONDITION, NORMAL WEAR AND TEAR EXCEPTED, AND FREE OF ALL TRASH, DEBRIS, AND ANY OF TENANT'S PERSONAL PROPERTY. THE LANDLORD MAY MAKE DEDUCTIONS FROM THE SECURITY DEPOSIT FOR DAMAGES TO THE PROPERTY THAT EXCEED NORMAL WEAR AND TEAR.

**8.06. *Landlord MAY deduct reasonable charges from the Security Deposit for:***

- (1) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair and restore the Property to good and clean condition;
- (2) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;

- (3) unpaid rent;
- (4) unpaid late charges;
- (5) unpaid utilities;
- (6) unpaid pet charges;
- (7) replacing unreturned keys, garage door openers, security devices or other components;
- (8) the removal of unauthorized locks or fixtures installed by Tenant;
- (9) Landlord's cost to access the Property if it is made inaccessible by Tenant;
- (10) missing or burned-out light bulbs;
- (11) packing, removing, storing, and/or disposing of any personal property (including vehicles) that are abandoned by Tenant;
- (12) costs of re-leasing the Property to another tenant (including but not limited to leasing fees, broker's commissions, advertising fees, utility charges, and other fees reasonable and necessary to relet the Property), but only if Tenant is in default;
- (13) collection costs, attorney fees, costs of court, costs of service, and other costs incurred in any collection efforts or legal proceedings against Tenant;
- (14) mailing and delivery costs associated with sending notices to Tenant for any violations of this Lease;
- (15) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (16) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (17) If Tenant abandons or otherwise vacates the Property in breach of this Lease, Landlord may deduct from the Security Deposit reasonable costs incurred by Landlord to rekey security devices as authorized by Property Code Sec. 92.156(e); and
- (18) any other unpaid charges, fees, or other items for which Tenant is responsible under this Lease.

**8.07. Landlord MAY NOT:**

- (1) make deductions from the Security Deposit for ordinary wear and tear;
- (2) use the Security Deposit as a cleaning fee (although a separate cleaning fee may be agreed to in this Lease);
- (3) retain the Security Deposit solely because the Tenant dies, since a proper accounting and refund must still be made to Tenant's estate, heir(s), or the Designated Tenant Representative (see below), as may be appropriate in the circumstances;
- (4) retain the Security Deposit solely because the Property suffers a natural disaster or catastrophic loss or damage as a result of an event not the fault of Tenant.

**8.08. Application of Security Deposit.** When accounting is made, the Security Deposit will be applied first to any non-rent items, including but not limited to late charges, collection costs, attorney fees, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent. If the Security Deposit is insufficient to cover non-rent items, unpaid rent, and

damages that exceed normal wear and tear, then Tenant agrees to reimburse Landlord for any such deficiency within 10 days of demand.

**8.09. THE SECURITY DEPOSIT IS NOT THE LAST MONTH'S RENT AND MAY NOT LAWFULLY BE APPLIED AGAINST THE LAST MONTH'S RENT.** Property Code Sec. 92.108 provides that Tenant may NOT withhold payment of any portion of the last month's rent on grounds that the Security Deposit should be applied to the unpaid rent.

**8.10. Penalties for Bad Faith.** There may be legal penalties if Tenant uses the Security Deposit as the last month's rent. Bad faith violations of Property Code Sec. 92.108 may subject Tenant to liability up to three times the rent wrongfully withheld plus Landlord's reasonable attorney's fees.

**8.11. Tenant's Forwarding Address.** The Property Code does not obligate Landlord to return or account for the Security Deposit unless and until Tenant surrenders the Property and gives the Landlord a written statement of Tenant's forwarding address, after which Landlord has 30 days in which to account. The 30-day accounting period does not begin until such notice is received.

## ARTICLE 9. PETS AND PET DEPOSIT

**9.01. General Prohibition.** Except as provided in this article, Tenant may not permit, even temporarily, any animal or pet on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).

**9.02. Pet(s) Allowed.** Tenant notifies Landlord that Tenant will have the following pet(s) on the Property, and it is agreed that the following are allowed on the Property:

Type:  
Breed:  
Name:  
Color:  
Weight:  
Neutered? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Declawed? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Rabies shots current? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Has this pet ever bitten or injured anyone? \_\_\_\_\_ Yes \_\_\_\_\_ No

Type:  
Breed:  
Name:  
Color:  
Weight:  
Neutered? \_\_\_\_\_ Yes \_\_\_\_\_ No

Declawed? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Rabies shots current? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Has this pet ever bitten or injured anyone? \_\_\_\_\_ Yes \_\_\_\_\_ No

**9.03. *Tenant's Liability.*** Tenant is responsible and liable for: (a) any damage to the Property or any item in the Property caused by any pet; (b) any personal injuries to any person caused by any pet; and (c) any damages to any persons' property caused by any pet.

**9.04. *Pet Deposit.*** The Pet Deposit is \$\_\_\_\_\_, of which \$\_\_\_\_\_ shall be non-refundable and \$\_\_\_\_\_ of which shall be returnable to Tenant so long as Tenant's pet(s) have caused no material damage to the Property that exceeds normal wear and tear.

**9.05. *As to Pets, Tenant MUST:***

- (a) comply with all applicable statutes, ordinances, regulations, homeowners' association rules, and any Landlord's Rules & Regulations regarding any pet;
- (b) take all reasonable steps to insure that no pet causes unreasonable damage to the Property, including the yard and shrubbery;
- (c) take all reasonable steps to insure that no pet violates the rights or privacy of other persons;
- (d) keep the rabies shots of any pet current;
- (e) contain or confine any dogs, when outside, by fences or on leashes under Tenant's control;
- (f) confine any pet other than a dog or cat in appropriate cages at all times;
- (g) promptly remove any pet waste from the interior and exterior Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks;
- (h) promptly remove from the Property any offspring of any pet;
- (i) remove or confine pets when Landlord accesses, inspects, or shows the Property.

**9.06. *Pet-Related Costs Are Borne by Tenant.*** Tenant will pay all costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping. Specifically, Tenant is liable for and will not permit the following: the presence of pet urine or feces; carpet stains; scratches on wood or laminate floors; wood trim chewed by pets; removal of pet odors; infestation of fleas or ticks; holes dug in the yard or damage to the lawn or fences caused by pets.

**9.07. *Carpet Shampoo Required of Tenants with Pets.*** TENANT AGREES TO SHAMPOO ALL CARPETS AT TENANT'S EXPENSE PRIOR TO MOVE OUT. If this is not done to Landlord's satisfaction, Landlord may undertake this task at Tenant's expense. Landlord may shampoo the carpets and deduct the cost from the refundable portion of the Pet Deposit. If a shampoo and de-staining do not cure the damage done by Tenant's pet(s), then Landlord may install new carpet and deduct the cost of same from either the Pet Deposit or the Security Deposit or both.

**9.08. *Violation of Pet-Related Lease Provisions.*** If Tenant violates any provisions of this Lease relating to keeping a pet on the Property, Landlord may take all or any of the following actions:

- (a) declare Tenant to be in breach and default under this Lease and exercise any or all of Landlord's default remedies;
- (b) charge Tenant, as additional rent, an initial flat amount of \$50 and \$10 per day thereafter per pet for each day Tenant violates the pet restrictions;
- (c) remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least a 24-hour advance written notice to Tenant of Landlord's intention to remove the unauthorized pet; and
- (d) charge to Tenant the Landlord's cost to: (1) remove any unauthorized pet; (2) exterminate the Property for fleas and other insects; (3) clean deodorize the Property's carpets and drapes; and/or (4) repair any damage to the Property caused by the unauthorized pet.

**9.09. Indemnification.** When taking any action to enforce the terms of this section, Landlord will not be liable for any harm, injury, death, or sickness to any pet. Tenant indemnifies and holds Landlord and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that may arise from any act of any pet.

**9.10. Unreasonable Pet Noise or Damage.** Notwithstanding any other provision of this section, if the Landlord discovers that any pet is causing unreasonable noise or damage to the Property (the definition of "unreasonable" being entirely in Landlord's discretion) then Landlord may terminate this Lease upon 10-days written notice to Tenant, and Tenant agrees to vacate the Property within said 10-day period or be subject to immediate eviction. In such event, no portion of the Pet Deposit will be refunded.

**9.11. Tenant Default.** Failure by Tenant to assume responsibility for pets (and cleaning up after them) as required by this Article is a material breach and default under this Lease.

## **ARTICLE 10. REPAIRS AND MAINTENANCE BY LANDLORD**

**10.01. Landlord's General Duty of Reasonable Care.** Except for repairs that are expressly made the responsibility of Tenant in this Lease, Landlord has a general duty of reasonable care to promptly and professionally repair and maintain the Property (including systems such as electrical, mechanical, plumbing, HVAC, foundation, and roof) and appliances (if any are included) in good and working condition.

**10.02. Landlord's Discretion.** Unless otherwise expressly provided in this Lease or required by law, (a) all decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of repairmen, will be at Landlord's sole discretion; and (b) Landlord is not obligated to commence or complete a repair on a day other than a business day unless required to do so by the Property Code.

**10.03. HVAC failure is considered an emergency requiring prompt repair action commencing within 24 hours regardless of the day of the week.** In such an HVAC emergency, or if Tenant cannot reach Landlord, Tenant may advance the cost of professional licensed HVAC repair and receive credit against the next month's rent. Landlord may designate an authorized repairperson for such contingencies.

**10.04. MATERIAL EFFECT ON TENANT HEALTH OR SAFETY. IN THE EVENT OF A CONDITION ON THE PROPERTY THAT MATERIALLY AFFECTS THE PHYSICAL HEALTH OR SAFETY OF ANY ORDINARY TENANT, TENANT AGREES TO CONTACT LANDLORD IMMEDIATELY.**

**10.05. Tenant's Repair Requests.** Tenant must be diligent in reporting the need for repairs. Tenant's repair requests to Landlord may be made by any means that achieves actual notice to Landlord (not just certified mail) including email. Tenant's repair requests should be made to:

\_\_\_\_\_ Landlord at: \_\_\_\_\_

\_\_\_\_\_ Property Manager at: \_\_\_\_\_

**10.06. Appliances.** Appliances on the Property, if any:

\_\_\_\_\_ will be repaired and maintained by Landlord.

\_\_\_\_\_ will be repaired and maintained by Tenant. Landlord does not warrant and will not repair or replace the washer, dryer, and refrigerator (if any are on the Property) which are supplied (if at all) as a courtesy only.

**10.07. Repairs and Rent Delinquency.** If Tenant is delinquent in Monthly Rent at the time a repair notice is given, Landlord is not obligated to make the repair unless compelled to do so by statute.

## **ARTICLE 11. REPAIRS AND MAINTENANCE BY TENANT**

**11.01. Tenant's General Duty of Reasonable Care.** Tenant has a general duty of reasonable care with respect to use of the Property along with an obligation to:

- (a) not cause or permit waste or damage to the Property;
- (b) promptly report repair and maintenance issues to Landlord;
- (c) be responsible for and pay the cost of minor routine repairs as they may arise ("minor routine repairs" being defined as any repair and maintenance task costing under a total of \$50);
- (d) With the exception of such minor routine repairs, Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's prior express permission.

**11.02. *Tenant, at Tenant's Expense, MUST:***

- (a) keep the Property clean and sanitary;
- (b) promptly dispose of all garbage in appropriate receptacles;
- (c) supply and change heating and air conditioning filters at least once a month;
- (d) supply and replace all light bulbs, fluorescent tubes, batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (e) maintain appropriate levels of necessary chemicals or matter in any water softening device;
- (f) take immediate action to promptly eliminate any unsanitary, hazardous, toxic, or dangerous condition;
- (g) take all necessary precautions to prevent broken water pipes as a result of freezing temperatures or other causes (this includes wrapping outdoor pipes with insulating material);
- (h) replace any lost or misplaced keys;
- (i) regularly exterminate for insects and pests in the home and yard;
- (j) remove any standing water;
- (k) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage.
- (l) water the foundation of the Property at reasonable and appropriate times;
- (m) promptly notify Landlord of any needed repairs and maintenance;
- (n) keep the utilities continuously on and working or the Property may be deemed abandoned by Landlord.

**11.03. *Tenant, without Prior Landlord Consent, MAY NOT:***

- (a) remove any part of the Property or any of Landlord's personal property from the Property;
- (b) remove, change, add, or rekey any lock;
- (c) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (d) install additional phone or video cables, outlets, antennas, satellite receivers, or alarms;
- (e) replace or remove flooring, paint, or wallpaper;
- (f) install, change, or remove any: fixture, appliance, or non-real-property item delivered with the Property;
- (g) make any significant alterations, modifications, or improvements to the Property without the prior written consent of the Landlord (this includes repainting);
- (h) apply any part of the Security Deposit, Pet Deposit, or Cleaning Fee to unpaid rent; or

(i) assign this Lease or sublet the Property (including short-term rentals) without express prior written consent from Landlord.

**11.04. Tenant MUST NEVER cause or permit:**

- (a) any use of the Property that is in violation of any laws, statutes, ordinances, homeowners' association regulations, or Landlord's Rules and Regulations regarding the Property;
- (b) any waste or damage to occur upon the Property, or any abuse of the improvements (which shall be defined to include failure to promptly report to Landlord any needed repairs or maintenance);
- (c) any hazardous or toxic materials or substances on the Property other than limited amounts of gasoline and oil for lawn mowers and the like;
- (d) any disposal of any hazardous, toxic, or environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (e) any nuisance, noxious, unsanitary, toxic, or offensive circumstance or condition (defined in the discretion of Landlord) to exist on the Property, whether said circumstance or condition constitutes a violation of law or not;
- (f) any material or item on the Property which may cause or result in any of casualty Landlord's insurance coverage to be suspended or canceled or premiums to be increased;
- (g) any lien or encumbrance to be filed against the Property;
- (h) the build-up of trash, debris, or garbage anywhere on the Property;
- (i) any water furniture (e.g., a water bed or sofa) on the Property;
- (j) the Property or any part of it to be used as part of an Airbnb or similar short-term rental service without prior written consent of Landlord.

**11.05. Yard Maintenance.** "Yard maintenance" includes but is not limited to regular and diligent watering, fertilizing, weeding, mowing the grass and trimming the shrubs so as to maintain a consistently good and clean appearance, front and back; controlling pests in the yard; and removing trash and debris from the yard.

Yard maintenance, excluding any common area maintained by an owners' association, is (choose one):

\_\_\_\_\_ is the responsibility of Tenant.

\_\_\_\_\_ is the responsibility of Landlord.

Comments: \_\_\_\_\_  
\_\_\_\_\_

**11.06. Pool or Spa Maintenance (if Applicable, Choose One)**

\_\_\_\_\_ Landlord is responsible for all pool or spa maintenance. Tenant will permit Landlord and Landlord's contractors reasonable access to the pool or spa and will remove any pet in the yard in which the pool or spa is located at appropriate times.

\_\_\_\_\_ Tenant is responsible for all pool or spa maintenance and will use reasonable diligence in maintaining the pool or spa in good and clean condition. "Pool or spa maintenance" means



cleaning, sweeping, and applying appropriate chemicals. Tenant will maintain proper water levels in the pool or spa.

**11.07. Landlord Will Pay Certain Items.** Landlord will pay the entire cost to repair: (1) a condition caused by the Landlord or the negligence of the Landlord; (2) wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment; (3) a condition that adversely affects the health or safety of an ordinary tenant which is not caused by Tenant, an occupant, a member of the Tenant's family, or a guest or invitee of Tenant; and (4) a condition in the following items which is not caused by Tenant or Tenant's negligence: (a) HVAC systems; (b) water heaters; or (c) water penetration from structural defects.

**11.08. Tenant Will Pay Certain Items.** Tenant will pay Landlord or any contractor Landlord directs Tenant to pay the entire cost to repair: (1) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant (a failure to timely report an item in need of repair or the failure to properly maintain an item may cause damage for which Tenant may be responsible); (2) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the property; (3) damage to doors, windows, or screens as a result of Tenant action or inaction; and (4) damage from windows or doors left open to the elements.

**11.09. Trip Charges.** If a repair person or Landlord is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant shall pay any wasted trip charge the repair person or Landlord may charge.

**11.10. Advance Payments and Reimbursements.** Landlord may require advance payment of repairs or payments for which Tenant is responsible. However, in the event Landlord nonetheless proceeds to pay for and cause such repairs to be performed at Landlord's expense, then Tenant agrees to reimburse Landlord promptly, but in no event later than 10 days from notice.

**11.11. Repairmen.** Repairs to be made by Tenant hereunder must be made by a licensed repairman, contractor, or company listed as a commercial vendor, and not by Tenant, a member of Tenant's immediate family, Tenant's employees, or a company in which Tenant has an ownership interest.

**11.12. Tenant's Repair and Deduct Remedy.** Tenant may under limited circumstances (in the event of a condition on the Property that materially affects Tenant's physical health or safety) be entitled to exercise a repair and deduct remedy under Property Code Sec. 92.056 and 92.0561. However, Texas law does NOT permit a Tenant to simply "repair and deduct" except in these strictly regulated statutory circumstances, which do not include ordinary repairs. Tenant may NOT deduct the cost of ordinary repairs from the Monthly Rent without the prior signed written agreement of Landlord.

**11.13. Unreasonable Tenant Repair Requests.** Tenant requests for repairs that, in the opinion of Landlord, are repeated, unreasonable, or unnecessarily persistent or excessive (including but not limited to non-emergency calls during the middle of the night) shall, at the discretion of Landlord, be grounds for termination of this Lease upon 10 days written notice to Tenant, and in such event Tenant will vacate the Property prior to the end of said 10 day notice period or be subject to immediate eviction.

**11.14. *Tenant Default.*** If Tenant fails to comply with Tenant’s obligations under this Article to exercise reasonable care in the repair and maintenance of the Property (including any of Landlord’s personal property thereon), then Tenant will be in breach and default. Landlord may, in addition to exercising Landlord’s default remedies, perform whatever action Tenant is obligated to perform hereunder and Tenant must immediately reimburse Landlord for the reasonable expenses that Landlord incurs. Should such reimbursement not occur, then it is agreed that said expense item(s) may be deducted from the Security Deposit.

## **ARTICLE 12. LANDLORD ACCESS AND INSPECTIONS**

**12.01. *Landlord Access with Notice.*** Except as provided in the next paragraph, before accessing the Property as permitted hereunder, Landlord or anyone authorized by Landlord will first notify and attempt to contact Tenant to make mutually-agreeable arrangements, which are presumed to be 24 hour notice before entering the Property during reasonable hours on a business day. Tenant agrees to be civil and cooperative in facilitating such Landlord access and shall not cause unreasonable or unwarranted obstruction or delay. Three or more instances of unreasonable or unwarranted obstruction or delay by Tenant is a breach and default under this Lease that may result in eviction.

**12.02. *Landlord Access without Notice in Limited Circumstances.*** Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice for the limited purposes of: (a) inspecting the Property’s condition and taking photographs to document the condition if Landlord in Landlord’s discretion believes that damage or waste is occurring; (b) making emergency repairs; (c) exercising a contractual or statutory lien; or (d) seizing nonexempt property if Tenant is in default.

**12.03. *Denial of Landlord Access and Entry.*** If, after 24 hours notice, Landlord or Landlord’s agents are denied access or are not able to access the Property during reasonable hours because of Tenant’s failure to make the Property accessible, then Tenant shall be in breach and default under this Lease. Additionally, Landlord may charge Tenant a wasted trip charge of \$50.

**12.04. *Trip Charges.*** If the Landlord or Landlord’s agents have made prior arrangements pursuant to this Lease to access the Property and are later denied or are not able to access the Property because of Tenant’s failure to make the Property accessible (including, but not limited to, any occupant, guest, or invitee of Tenant, pet, or security device prohibiting access), Landlord may charge Tenant a wasted trip charge (in addition to any other charges provided for hereunder) of \$50.

## **ARTICLE 13. LANDLORD ADVERTISING AND SHOWINGS**

**13.01. *Yard Sign Advertising.*** Landlord may prominently display a “For Sale” or “For Lease” or similarly worded sign on the Property during the last 30 days of the Lease Term or any renewal period. Landlord or Landlord’s contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements intended to lease or sell the Property.

**13.02. Keybox Placement During Last 30 Days.** A keybox is a locked container placed on the Property holding a house key to the Property. The keybox may be opened by a special combination, key, or programmed access device so that authorized persons may enter the Property, even in Tenant's absence. Keyboxes are customary in the real estate industry but may increase the risk of unauthorized entry. Tenant accepts this risk and authorizes Landlord, Landlord's property manager, and/or Landlord's broker to place a keybox on the Property during the last 30 days of the Lease Term.

**13.03. Keybox Showings.** Keybox showings are limited to one per day during reasonable hours upon 24 hours advance notice to Tenant. Tenant agrees to extend courtesy and cooperation in connection with keybox showings. Tenant agrees to permit such access and have the household in neat and presentable condition. When the Property is being viewed by a prospective tenant or purchaser, Tenant agrees to take reasonable precautions to protect Tenant's personal property and valuables. Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless directly caused by Landlord, the property manager, or Landlord's broker.

## **ARTICLE 14. PROPERTY CONDITION UPON TENANT SURRENDER OR ABANDONMENT**

### **14.01. Property Condition upon Tenant Surrender**

(a) When Tenant surrenders the Property to Landlord, it is the Tenant's obligation to assure that the Property in good and clean condition, normal wear and tear excepted, and free of all trash, debris, and any of Tenant's personal property.

(b) For purposes of this Lease, "normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse caused by Tenant. "Normal wear and tear" does NOT include large holes in the walls caused by very large picture hooks or sheetrock anchors; holes or damage caused by the removal of a television wall-mount; the presence of pet urine or feces; carpet stains; scratches on wood or laminate floors; removal of pet odors; infestation of fleas or ticks; chewed wood trim; holes dug in the yard or damage to lawn or fences caused by dogs; or unauthorized painting or other alterations to the Property.

(c) For purposes of this Lease, "surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs: (1) the date Tenant specifies as the move-out date in a written notice to Landlord has passed; or (2) Tenant returns keys and access devices that Landlord provided to Tenant under this Lease.

**14.02. Abandonment by Tenant.** Tenant may not abandon the Property. "Abandonment" occurs when any one or more of the following occur:

- (a) all occupants have unexpectedly vacated the Property in Landlord's reasonable judgment (e.g., lights or off or much of Tenant's furnishings appear to have been removed);
- (b) any of the utilities appear to have been turned off;

- (c) Tenant has failed to respond to Landlord's inquiries as to whether the Property continues to be occupied or not; or
- (d) Landlord is prevented from accessing the Property in violation of this Lease.

In any of such events, Landlord may notify Tenant that Landlord will consider the Property to be abandoned in violation of the Lease if the Tenant does not satisfactorily respond to the contrary within 3 calendar days. If Tenant fails to respond, then Landlord may declare the Property abandoned and exercise appropriate remedies.

**14.03. Landlord's Remedies for Abandonment.** In the event of abandonment, the parties agree that Landlord shall have a general right and entitlement to act promptly to preserve and protect the Property and avoid loss or damage. This right shall be broadly construed. All reasonable actions taken by Landlord in furtherance of this right are permitted, so long as same are not prohibited by law. Tenant abandonment:

- (a) has the effect of immediately terminating this Lease without necessity for further notice to or communications with Tenant;
- (b) allows Landlord to immediately enter the Property and re-take possession to the exclusion of Tenant;
- (c) allows Landlord to change and re-key the locks as authorized by Property Code Sec. 92.156(e);
- (d) allows Landlord to remove any of Tenant's personal belongings left on the Property and dispose of same as described in the next paragraph; and
- (e) allows Landlord to re-lease the Property.

**14.04. Personal Property Left after Move-Out or Abandonment.** If Tenant leaves any personal property or belongings on the Property after surrendering or abandoning the Property, Landlord may, pursuant to Sec. 54.045(b)-(e) of the Property Code:

- (a) dispose of Tenant's personal property in the trash or a landfill;
- (b) donate such personal property to a charitable organization;
- (c) store such personal property under circumstances for a period of time as the Landlord may deem reasonable; or
- (d) sell Tenant's personal property and retain the proceeds as an offset against Landlord's loss and damages.

**14.05. Landlord's Costs.** Tenant must reimburse Landlord for all of Landlord's reasonable costs under the foregoing paragraph for assembling, packing, removing, storing, and selling personal property left on the Property after Tenant's surrender or abandonment.

**14.06. Cleaning Fee.** In addition to and independent of the Security Deposit and any Pet Deposit, a non-refundable cleaning fee ("Cleaning Fee") may be charged by Landlord to defray the costs of cleaning the Property after Tenant's surrender or abandonment. Choose one:

\_\_\_\_ There is no Cleaning Fee.

\_\_\_\_ There is a Cleaning Fee of \$ \_\_\_\_\_. The Cleaning Fee is a separately bargained-for and agreed-to fee that is independent of the Security Deposit or Pet Deposit. Collection of the Cleaning Fee does NOT relieve Tenant of the obligation to surrender the Property in good and clean condition, ordinary wear and tear excepted. The Cleaning Fee is a flat fee. No accounting for time or expenditures pursuant to the Cleaning Fee is required of Landlord.

## **ARTICLE 15. CASUALTY LOSS, INSURANCE, AND LIABILITY**

**15.01. *Payments for Casualty Loss or Condemnation.*** Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this Lease, any condemnation of all or part of the Property is a casualty loss. Section 92.054, Property Code governs the rights and obligations of the parties regarding casualty loss to the Property.

**15.02. *General Limitation of Landlord's Liability.*** Unless caused by Landlord, Landlord is not liable to Tenant or Tenant's family or guests for any loss, injuries, or damages that may be sustained on the Property as a result of casualty loss including but not limited to: (a) the intentional act, negligence, or omission of Tenant or any third party; (b) environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other similar occurrences; or (b) acts of God such as fire, wind, water, rain, hail, or lightning.

**15.03. *Tenant Indemnity of Landlord in Event of Casualty Loss.*** Tenant agrees to indemnify and hold Landlord harmless from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or by the improper use by Tenant, Tenant's guests, family, any occupants, or any pets.

**15.04. *Tenant's Insurance.*** Landlord's insurance does not cover Tenant for loss of Tenant's personal property. Landlord recommends that Tenant obtain insurance for casualties such as fire, flood, water damage, and theft. **TENANT IS REQUIRED TO OBTAIN "TENANT'S INSURANCE" INCLUDING COVERAGE FOR CONTENTS AND LIABILITY, WITH SUCH LIMITS AS LANDLORD MAY PRESCRIBE.** Tenant represents that Tenant has purchased or intends to purchase such insurance prior to the Commencement Date. Tenant shall, upon request, provide a copy of Tenant's insurance policy to Landlord. Failure by Tenant to carry insurance as required by this paragraph is a breach and default under this Lease.

**15.05. *Release of Claims/Subrogation.*** Landlord and Tenant release each other from all claims or liabilities for damage to the Property or damage to or loss of personal property upon the Property that are covered by the releasing party's property insurance or that would have been covered by the required insurance if the party fails to maintain the Property coverages required by this Lease. The party incurring the damage or loss will be responsible for any deductible or self-insured retention under that party's property insurance. Landlord and Tenant will notify the issuing property insurance companies of the release set forth in this paragraph and will have the property insurance policies endorsed, if necessary, to prevent invalidation of coverage. This release will not

apply if it invalidates the property insurance coverage of the release party. The release in this paragraph will apply even if the damage or loss is caused in whole or in part by the ordinary negligence or strict liability of the release party but will not apply to the extent the damage or loss is caused by the gross negligence or willful misconduct of the released party.

## **ARTICLE 16. DEFAULT BY TENANT**

**16.01. *Definition of Default.*** Tenant shall be in breach and default if Tenant fails to comply with either a monetary or technical requirement of this Lease including, but not limited to failure to timely pay rent, it being expressly agreed that repeated late payments of rent shall constitute an event of breach and default for which Landlord may terminate this Lease and demand possession of the Property; abandoning or vacating a substantial portion of the Property; or violating any other term or condition of this Lease.

**16.02. *Tenant's Rental Application.*** Lease of the Property is based on information provided by Tenant on Tenant's rental application, which Tenant affirms is true and correct. This information was relied upon by Landlord. Falsifications, misrepresentations, or material inaccuracies on Tenant's rental application, whenever discovered, constitute a material breach of and a default under this Lease for which Tenant may be evicted.

**16.03. *Landlord's Rights and Remedies.*** Landlord, without any obligation of reasonableness, may exercise all lawful rights and remedies upon any breach or default by Tenant including but not limited to the following:

- (a) Landlord may terminate Tenant's right to occupy the Property (which shall also be a termination of this Lease) and provide Tenant with at least 3 days written notice to vacate, which notice may be any means permitted by Sec. 24.005 of the Property Code;
- (b) all unpaid rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand;
- (c) Landlord may exercise the landlord's lien and any other rights under this Lease or the Property Code; and
- (d) Tenant will be liable for:
  - (1) any lost rent;
  - (2) Landlord's cost of re-leasing the Property including but not limited to broker fees, advertising fees, utility charges, and other fees necessary to relet the Property;
  - (3) repairs to the Property that exceed normal wear and tear;
  - (4) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest at the rate of 10%;
  - (5) all Landlord's costs associated with collection of amounts due under his Lease, including but not limited to collection fees, late charges, and returned check charges; and
  - (6) any other recovery to which Landlord may be entitled to hereunder or by law.

**16.04. Notice to Vacate.** Notice to vacate the Property following Tenant default may be by any means permitted by the Lease or Property Code Sec. 24.005.

**16.05. Curing Default.** Tenant may cure Tenant's default by paying all sums due under this Lease, including unpaid rent, late fees, collection costs, and attorney's fees prior to such time as Tenant's right to occupy is terminated by Landlord. Payment following default shall be by cash, cashier's check, money order, or direct deposit of cash as Landlord may direct. **PARTIAL PAYMENT WILL NOT BE ACCEPTED.** After termination of Tenant's right to occupy by Landlord, Landlord may (at Landlord's discretion, with no requirement of reasonableness) refuse payment from Tenant in any amount, decline to reinstate this Lease, and proceed with eviction.

**16.06. Mitigation of Damages.** Landlord will attempt to mitigate any loss or damages caused by Tenant's breach by seeking to relet the Property to acceptable tenants and reducing Tenant's liability accordingly. However, Landlord shall have no obligation to accept a sub-par replacement Tenant or reduce the rent to a below-market rate in order to mitigate damages.

**16.07. Termination of Executory Rights.** Lease termination by Landlord as a consequence of Tenant default shall also terminate any and executory rights of Tenant (e.g., option to renew the Lease, right of first refusal, or option to purchase).

#### **16.08. RESIDENTIAL AND LANDLORD'S LIEN**

**LANDLORD WILL HAVE A CONTINUING LIEN FOR UNPAID RENT AGAINST ALL OF TENANT'S NONEXEMPT PERSONAL PROPERTY THAT IS IN THE PROPERTY AND MAY SEIZE SUCH NONEXEMPT PROPERTY IF TENANT FAILS TO PAY MONTHLY RENT. LANDLORD MAY COLLECT A CHARGE FOR PACKING, REMOVING, OR STORING PROPERTY SEIZED IN ADDITION TO ANY OTHER AMOUNTS LANDLORD IS ENTITLED TO RECEIVE. LANDLORD MAY SELL OR DISPOSE OF ANY SEIZED PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF PROPERTY CODE CHAPTER 54.**

### **ARTICLE 17. CHANGING LOCKS AND SECURITY DEVICES IN EVENT OF TENANT DEFAULT**

**17.01. Landlord's Right to Change Locks and Security Devices.** If Tenant fails timely to pay any rent (or portion thereof) required under this Lease, Landlord (acting pursuant to Property Code Sec. 92.0081(d)(3)) shall have the right to change the door locks to the Premises provided that, prior to changing door locks, Landlord provides a written notice to Tenant of Landlord's intention to change the locks. The written notice must state:

- (1) the earliest date Landlord proposes to change the door locks;
- (2) the amount of rent Tenant must pay to prevent changing of the door locks;
- (3) the name and street address of the person to whom, or the location of the on-site management office at which, the delinquent rent may be discussed or paid during Landlord's normal business hours; and

(4) Tenant's right to receive a key to the new lock at any hour, regardless of whether Tenant pays the delinquent rent.

Landlord shall provide the notice of intention to change locks by:

- (1) mailing same at least five days prior to the date on which Landlord changes the door locks;
- (2) by hand-delivering such notice to Tenant, or
- (3) by posting the notice on the inside of the main door to the Premises at least three days before Landlord changes the door locks.

**17.02. Notice to Tenant after Changing Locks.** After changing the locks, Landlord shall place a written notice to Tenant on the front door to the Premises stating: (1) the location where Tenant may obtain a new key at any hour (i.e., 24 hours per day) or (2) a telephone number answered 24 hours per day that Tenant may call to have a new key delivered within two hours of Tenant's call.

**17.03. Tenant May Not Change Door Locks.** Tenant may not change any locks without prior permission from Landlord and without providing Landlord with key(s) to the new lock(s).

## **ARTICLE 18. EARLY TERMINATION OF LEASE**

**18.01. Lease Term.** This Lease begins on the Commencement Date and ends on the Termination Date unless: (a) extended or renewed as may be expressly provided herein; (b) extended or renewed by signed written agreement of Landlord and Tenant; (c) terminated earlier by Landlord by reason of Tenant's default; (d) terminated by mutual agreement of the parties; or (e) terminated early pursuant to this Article.

**18.02. Early Termination.** Tenant may achieve early termination of this Lease only under limited circumstances, including mutual agreement of the parties and certain statutory provisions (see below). Unless otherwise expressly provided herein, Tenant is NOT entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

**18.02. Special Statutory Rights.** Tenants may have special statutory rights to terminate the Lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses.

**(a) Military Service.** If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30<sup>th</sup> day after the first date on which the next rental payment is due after the date on which the notice is delivered. Section 92.017, Property Code governs the rights and obligations of the parties under this paragraph.



**(b) Family Violence.** Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under Sec. 92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. Sec. 92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.

**(c) Sex Offenses or Stalking.** Tenant may have special statutory rights to terminate this Lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by Sec. 92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review Sec. 92.0161, Property Code.

**18.03. Assignment or Subletting.** Tenant may not terminate this Lease early by assigning this Lease or subletting the Property without Landlord's prior written consent. An assignment or a sub-lease without such prior written consent is voidable by Landlord. Landlord is not obligated to accept any sub-lease that may be offered or proposed by Tenant. In the event Tenant should be permitted to sub-lease, Tenant will not be released from Tenant's obligations under this Lease but will remain the primary obligor.

## **ARTICLE 19. MEDIATION REQUIRED IN EVENT OF TENANT CLAIM OR GRIEVANCE**

**19.01. Tenant's Duty to Confer in Good Faith with Landlord.** In the event Tenant has a claim, grievance, or dispute concerning this Lease or the Property, Tenant shall, PRIOR to initiating any legal or administrative action, confer with Landlord and in good faith attempt to reach an agreement which takes into consideration the reasonable and legitimate interests of both parties. Any such agreement shall be reduced to writing and signed by the parties. This paragraph does not obligate Landlord to address or take action with respect to any such claim, grievance, or dispute.

**19.02. Requirement of Mediation.** In the event Tenant's a claim, grievance, or dispute is not informally resolved, the parties recognize that resolution of such dispute will be best achieved through mediation rather than civil litigation or administrative action because of the substantial savings of time and expense for all parties and because of the privacy and flexibility associated with the mediation process. Therefore, Tenant agrees to formally mediate any such unresolved Tenant claim, grievance, or dispute prior to resorting to litigation or the filing of a complaint with any governmental or administrative agency. If Tenant files suit without having first submitted the dispute to mediation, Tenant agrees that said suit shall be abated pending completion of mediation. If Tenant files a complaint with a governmental or administrative entity, then Tenant agrees that said complaint shall be withdrawn pending completion of mediation.

**19.03. Duration and Location of Mediation.** Mediation shall be for one-half day or less in the Texas county where the Property is located before a mutually-agreed upon mediator. Each party shall bear that party's own fees, costs and expenses through the mediation and any follow-up work that may be required. Tenant shall have the obligation to mitigate actual or potential damages or loss during the period up to and including the mediation.

**19.04. No Requirement for Landlord to Mediate Tenant Default.** The obligation to mediate applies SOLELY to Tenant’s claims, grievances, and disputes. **THIS ARTICLE ON MEDIATION SHALL HAVE NO APPLICATION WHATSOEVER TO EVENTS OF TENANT DEFAULT UNDER THIS LEASE.** In the event of Tenant default, Landlord may unconditionally proceed to exercise all of Landlord’s appropriate and lawful rights and remedies, including but not limited to the right to declare the Lease in default or terminated, give a notice to vacate to Tenant, and seek an eviction in Justice Court. Landlord’s rights and remedies are not limited by this Article on mediation but are set forth throughout this Lease. Landlord’s rights and remedies upon Tenant breach or default may be exercised immediately, unconditionally, and without limitation (except as provided herein or by law) and without any obligation to first engage in mediation with Tenant.

## ARTICLE 20. TENANT EMERGENCY OR DEATH

### 20.01. *Tenant’s Emergency Contact:*

NAME: \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
Tel.: \_\_\_\_\_  
Email: \_\_\_\_\_

**2. Death of Sole Tenant.** Upon death of a sole Tenant (whether or not death occurs on the Property), Landlord accepts designation of the following person as the deceased Tenant’s representative (“DTR”) for all purposes.

\_\_\_\_\_ The DTR is the same as the above emergency contact.

\_\_\_\_\_ The following person:

NAME: \_\_\_\_\_  
Address \_\_\_\_\_  
Address \_\_\_\_\_  
Tel.: \_\_\_\_\_  
Email: \_\_\_\_\_

### 20.03. *In the Event Tenant’s Death becomes Known to Landlord:*

**A. Landlord SHALL** (1) make a reasonable effort to promptly notify the DTR; (2) allow the DTR prompt, full, and unimpeded access to the Property at reasonable hours upon reasonable notice; (3) generally cooperate with the DTR who may remove ALL of Tenant’s belongings without hindrance or holdback and without fee or charge; and (3) account for the security deposit in regular order and refund the balance, if any, directly to the DTR at the DTR’s address.

**B. Landlord SHALL NOT** (1) require the DTR to obtain court appointment or authority from others as a condition to entry or removal of Tenant's personal property; (2) assess fees or charges as a condition of access or personal property removal; (3) exercise a landlord's lien by withholding any personal property from the DTR; (4) demand payment from the DTR or seek to hold the DTR personally liable under the Lease; (5) exercise default remedies for early move-out or abandonment; or (6) seize, remove, sequester, store, barter, or sell any of Tenant's personal property unless the DTR fails to remove same within 30 days of notification of Tenant's death.

**2.04. Automatic Lease Termination 30 Days after Tenant Death.** If not sooner terminated by agreement with the DTR, the Lease (and the obligation to pay rent) shall entirely and automatically terminate 30 days following Tenant's death without need for additional notice, formality, or the order of any court. After no later than the expiration of the 30 day period, Landlord may exercise all remedies under law and this Lease to clear, restore, and re-lease the Property.

## **ARTICLE 21. SPECIAL PROVISIONS**

### **21.01. Special Provisions (Choose One)**

\_\_\_\_\_ There are no special provisions.

\_\_\_\_\_ Notwithstanding any other provision(s) of this Lease to the contrary, the following special provisions apply:

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\_\_\_\_\_ See separate Special Provisions Addendum attached hereto and incorporated herein.

## **ARTICLE 22. SUMMARY OF FUNDS COLLECTED TO COMMENCE THIS LEASE**

### **22.01. Sums Collected to Commence this Lease:**

First month's rent	\$	
Prorated Amount if Applicable	\$	
Security Deposit	\$	(refundable per Lease)
Pet Deposit	\$	

Cleaning Fee	\$	(non-refundable)
Other: _____	\$	
Other: _____	\$	
	_____	
<b>TOTAL PAID BY TENANT</b>	<b>\$</b>	

Landlord acknowledges receipt of the foregoing funds in the form of \_\_\_\_\_  
\_\_\_\_\_.

Comments: \_\_\_\_\_  
\_\_\_\_\_.

## ARTICLE 23. MISCELLANEOUS MATTERS

**23.01. Subordination of Tenant's Leasehold Interest.** This Lease and the leasehold interest granted Tenant herein are and will be subject, subordinate, and inferior to: (a) any lien or encumbrance now or later placed on the Property by Landlord; (b) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (c) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (d) the rights of any homeowners' association affecting the Property.

**23.02. This Lease is the Result of Specific Negotiations.** The parties agree that: (1) the terms and provisions of this Lease are all material terms and provisions that are not simply boilerplate but have resulted from specific negotiations between the parties; (2) neither party would have been willing to enter into this Lease unless it contained each and every one of the terms and provisions set forth herein; and (3) the consideration reflects the specific terms and provisions of this Lease.

**23.03. Matters Relating to Applicable Law, Trial, and Judgment.** Texas law applies. Venue is exclusively in the Texas county where the Property is located. **TRIAL BY JURY IS WAIVED IN FAVOR OF TRIAL BEFORE THE COURT.** Recoverable damages are limited to actual, tangible damages. Damages for mental anguish and exemplary damages are waived. Attorney's fees and expenses are recoverable by a prevailing party. Judgments obtained by either party against the other shall bear interest at the rate of 12.00% per annum from the date of judgment until paid.

**23.04. Rights and Remedies.** All rights and remedies of the parties as set forth in this Lease are cumulative, and the election of a remedy by either party shall not waive or preclude the exercise of any other remedy, regardless of course of performance. Similarly, failure to insist upon or enforce strict performance of the terms and conditions contained herein on any one occasion of defaults shall not serve to waive or preclude the insistence upon or enforcement of strict performance as to subsequent defaults.

**23.05. Entire Agreement.** This Lease sets forth the entire Lease of the parties as to its subject matter, wholly superseding prior Leases, written or oral. There are no side agreements to this Lease, written or oral, express or implied. All agreements between the parties are merged into this instrument. Although there may have been prior discussions and/or negotiations (including those transmitted by email or text or other electronic means), this executed Lease entirely supersedes and replaces such prior discussions and negotiations. Implied agreements and oral statements, whether prior or contemporaneous, and whether made by a party or that party's agent or representative, are entirely disclaimed and are declared void. The parol evidence rule contained in Article 2 of the Uniform Commercial Code shall apply.

**23.06. No Representations by Landlord.** Landlord offers no opinion nor makes any statement, representation, warranty, or agreement that is not clearly and expressly set forth in writing in this Lease. Oral and implied statements (whether made by Landlord or Landlord's agent) are excluded and disclaimed.

**23.07. No Reliance by Tenant.** Tenant is not relying on any statement, opinion, representation, warranty, or agreement by Landlord (whether made by Landlord or Landlord's property manager or agent) that is not clearly and expressly set forth in this Lease. Tenant accepts the duty to perform thorough due diligence prior to execution of this Lease. Except for any such clearly and expressly set forth statements, opinions, representations, warranties, or agreements, Tenant is relying solely and exclusively on Tenant's own inspections, observations, investigations, evaluations, and other due diligence in deciding to lease the Property.

**23.08. Additional, Companion, and Correction Documents.** Tenant agrees to take such other and further actions, within three days after demand, including the execution and delivery of additional documents as may be reasonably and logically necessary and appropriate in order to effectuate the terms and intent of this Lease. If this Lease is intended to be executed along with other necessary instruments, then failure by Tenant to execute and deliver said other instruments shall be a default under this Lease.

**23.09. Severability.** The terms and conditions of this Lease are independent and severable. If any provision is found to be invalid, illegal, or unenforceable, then it shall be deemed revised to make it valid, legal, and enforceable; or, if such revision is not feasible, then said provision shall be deemed deleted from this Lease and the remaining provisions shall continue in full force and effect.

**23.10. Parties Bound.** This Lease binds and inures to the benefit of Landlord and Tenant as well as their respective heirs, successors, and assigns unless otherwise expressly stated herein. Multiple parties and any guarantor(s) executing this instrument are jointly and severally liable for its performance. There are no third-party beneficiaries of this instrument. Non-parties have no rights of reliance.

**23.11. Requirement of a Signed Writing.** This Lease may not be modified or amended except by written instrument signed by both Landlord and Tenant. Implied modifications and amendments are excluded and disclaimed. Consents and approvals must be in writing. Unless the parties expressly agree otherwise (e.g., to accept an e-signature or a power of attorney), all signature(s) on this instrument, on any modification or amendment hereto, as well as all consents and approvals required hereunder shall be signed in tangible form on paper, rather than by email or text.

**23.12. *Time of the Essence - Notices and Deadlines.*** Time is of the essence with respect to all provisions of this lease. Notices or communications from Landlord to Tenant are effective upon actual receipt by whatever means or, whether actually received or not, when deposited in the U.S. mail certified mail, return receipt requested, postage prepaid, and addressed to Tenant at the Property address. Failure or refusal by Tenant to sign for certified mail shall not defeat notice. Notice period(s) shall refer to calendar and not business days. If any date or deadline hereunder shall fall on a legal holiday, Saturday, or Sunday, then such date or deadline shall be extended to the next business day which is not a legal holiday, Saturday, or Sunday.

**23.13. *Assignability.*** Tenant may not assign this Lease or engage in subletting without prior written consent of Landlord.

**23.14. *Copies and Execution.*** A faxed or electronically transmitted true copy of this fully executed Lease shall be considered an original. Headings and captions are for convenience only and do not limit or expand the meaning of any terms. When this instrument is executed by or to a limited liability company or corporation the words “heirs, executors, and administrators” or “heirs and assigns” shall be construed to mean “successors and assigns.” The number and gender of words shall be adjusted to fit the context.

**23.15. *DRAFTING LAWYER'S DISCLAIMER. USE THIS RESIDENTIAL LEASE FORM AT YOUR OWN RISK. CONSULT AN ATTORNEY BEFORE USING.*** The attorney producing this form has done so in order to offer a general draft document for discussion and review. It is not in final form ready to be signed, nor is it intended for use by a specific person in a specific situation. Nothing in this form is intended as specific legal advice for anyone. The drafting attorney has no obligation or responsibility to anyone who uses this lease form without the direct participation and supervision of the drafting attorney. Use of this form does not establish an attorney-client relationship with the drafter of this form. The drafting attorney does not represent you (i.e., no attorney-client relationship is established) unless and until he is monetarily retained for the specific purpose of lease preparation and expressly agrees in writing to act in such capacity on your behalf.

**23.16. *Read this Lease Carefully Before Signing and Consult an Attorney.*** This Lease is negotiable. However, it is a binding legal instrument which becomes fully effective when it is signed by all parties. There is no cancellation period or right of rescission. Each party should read it carefully before signing. Each unrepresented party should consult an attorney before signing. Each party certifies that he, she, or it has been given ample opportunity to fully read this Lease before signing it. Each party certifies that he, she, or it has been given ample opportunity to consult an attorney before signing and has done so or has made an informed decision not to do so. Each party affirms that he, she, or it is not signing under any form of rush, pressure, or duress.

**23.17. *Execution and Effective Date.*** This Lease shall not be effective until fully executed by all parties. It is effective on the above-written Effective Date regardless of signature or acknowledgment date.

**ALL PARTIES SHOULD READ THIS RESIDENTIAL LEASE (INCLUDING ADDENDA AND EXHIBITS, IF ANY) CAREFULLY BEFORE SIGNING. THIS LEASE IS LEGALLY BINDING WHEN EXECUTED. THERE IS NO CANCELLATION OR RESCISSION PERIOD. ASK ANY QUESTIONS YOU HAVE BEFORE SIGNING. DO NOT SIGN THIS LEASE IF YOU DO NOT UNDERSTAND IT. THIS LEASE IS NEGOTIABLE. CONSULT YOUR ATTORNEY BEFORE SIGNING.**

**REVISE ESTE DOCUMENTO CON CUIDADO ANTES DE FIRMAR. NO FIRME SI TIENNE PREGUNTAS O SI NO LO COMPRENDE. SI USTED NO HABLA INGLES, NO FIRME NADA SIN UN TRADUCCION O ANTES DE HABLAR CON SU ABOGADO.**

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**EXECUTION OF LEASE**

EFFECTIVE DATE (regardless of signature date): \_\_\_\_\_, 202\_\_\_\_.

**LANDLORD:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date Signed

*[OR IF LANDLORD IS AN LLC]*

**LANDLORD:**

NAME OF LLC

\_\_\_\_\_  
BY: \_\_\_\_\_, MANAGER

\_\_\_\_\_  
Date signed

**TENANT:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date Signed

**GUARANTOR:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Date Signed