Texas Residential Lease Agreement

1. Parties and recitals

1.1 Date and parties. This Texas Residential Lease Agreement (the "Lease") is made on **[Date of the lease: _____]** between **[Landlord's full legal name: _____]** (the "Landlord") and **[Full names of all adult tenants: _____]** (each a "Tenant" and together the "Tenant"). The Landlord and the Tenant are each a "Party" and together the "Parties".

1.2 Each Tenant signs. Every adult who will live in the Premises as a Tenant must sign this Lease. A person who signs this Lease is a Tenant even if he or she later moves out, until this Lease ends or the Landlord releases that person in writing.

1.3 Authority. The Landlord states that it is the owner of the Premises or is authorized by the owner to lease them on these terms. A person who signs for a company, trust or other entity states that he or she has authority to bind it.

1.4 Recitals. The Landlord wishes to lease the Premises to the Tenant as a private residence, and the Tenant wishes to lease the Premises for that purpose, on the terms of this Lease. In return for the promises in this Lease, the Parties agree as follows.

1.5 Lease in writing. This Lease, its Schedules and any addendum the Parties sign are the written agreement of the Parties for the use and occupancy of the Premises. The Parties agree that no oral promise changes it (see Section 46).

2. Definitions

2.1 Defined terms. In this Lease:

(a) "Premises" means the dwelling described in Section 4, including the furnishings, appliances, parking and storage listed there.

(b) "Property" means the land and buildings of which the Premises form part, including common areas such as grounds, walkways, parking areas, laundry rooms and amenities.

(c) "Rent" means the monthly rent stated in Section 6. "Additional Charges" means any other sum the Tenant agrees to pay under this Lease, such as a late fee, a returned payment charge or the cost of repairing damage for which the Tenant is responsible.

(d) "Security Deposit" means any advance of money, other than a rental application deposit or an advance payment of rent, that is intended primarily to secure the Tenant's performance under this Lease.

(e) "Normal wear and tear" means deterioration that results from the intended use of the Premises, including breakage or malfunction due to age or deteriorated condition. It does not include deterioration that results from negligence, carelessness, accident or abuse of the Premises, equipment or chattels by the Tenant, by a member of the Tenant's household or by a Guest.

(f) "Occupant" means a person named in Section 11 who may live in the Premises but has not signed this Lease as a Tenant. "Guest" means any person on the Property at the invitation of, or with the consent of, a Tenant or an Occupant.

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(g) "Code" means the Texas Property Code. A reference to a section of the Code includes any amendment of it.

(h) "Business day" means a day other than a Saturday, Sunday or a state or federal legal holiday.

2.2 Interpretation. Headings are for convenience only. "Including" means "including without limitation". The singular includes the plural. If this Lease conflicts with a law that cannot be changed by agreement, the law controls and the rest of this Lease stays in force.

3. Owner, management company and agent for service

3.1 Record owner. The holder of record title to the Premises, according to the deed records in the county clerk's office, is **[Record owner name and street or P.O. box address: _____]**.

3.2 Management company. The company located off the Premises that is primarily responsible for managing the Premises is **[Off-site management company name and street address, or "None": _____]**. If this field says "None", the Landlord manages the Premises itself.

3.3 Agent for service of process. If a management company is named in Section 3.2, that company is the owner's agent for service of process and for receiving notices and demands from the Tenant, unless the Landlord gives the Tenant written notice of a different agent.

3.4 Changes. The Landlord will give the Tenant written notice of any change in the record owner or the management company. This Section is the Landlord's disclosure of ownership and management under Subchapter E of Chapter 92 of the Code. That duty cannot be waived.

4. Premises, furnishings, parking and storage

4.1 Premises. The Landlord leases to the Tenant the dwelling at **[Property address with unit, city and ZIP code: _____]**, in **[County where the property is located: _____]** County, Texas. The dwelling has **[Number of bedrooms: _____]** bedroom(s) and is located in a structure that contains **[Number of dwelling units in the building: _____]** dwelling unit(s).

4.2 Furnishings and appliances. The following items belong to the Landlord and are included in the Premises: **[Furnishings and appliances included: _____]**. The Tenant will not remove these items from the Premises. The Landlord will keep the appliances it provides in working order, except for damage the Tenant must pay for under Section 17.

4.3 Parking and storage. The Tenant may use the following parking space(s) and storage area: **[Parking space and storage area: _____]**. Use of parking is subject to Section 13 and Schedule D.

4.4 Common areas. The Tenant, Occupants and Guests may use the common areas of the Property for their intended purpose, subject to the community rules in Schedule D. The Landlord may make reasonable changes to common areas and amenities, but will not take away access to the Premises.

4.5 Condition. The Tenant has inspected the Premises or has had the opportunity to do so. The Landlord will deliver the Premises clean, with the security devices required by Section 19 and the smoke alarms required by Section 20 installed and working. The Parties will record the condition of the Premises in Schedule C.

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5. Lease term and possession

5.1 Lease term. The lease term begins on **[First day of the lease term: _____]** and ends at 11:59 p.m. on **[Last day of the lease term: _____]** (the "Term"), unless it ends earlier or is renewed under this Lease.

5.2 Possession. The Tenant may take possession on the first day of the Term once the Tenant has signed this Lease and paid the first Rent and the Security Deposit.

5.3 Delay in possession. If the Landlord cannot deliver possession on the first day of the Term because a prior occupant holds over, construction is unfinished or for another reason beyond the Landlord's control, the Landlord is not liable for the delay, but Rent is reduced day for day until the Landlord offers possession. If the Landlord cannot deliver possession within seven days after the first day of the Term, the Tenant may end this Lease by written notice before possession is offered, and the Landlord will refund all money the Tenant has paid within ten days after that notice.

5.4 Use as a residence. The Tenant will use the Premises only as a private residence for the persons named in this Lease.

6. Rent

6.1 Monthly Rent. The Tenant will pay Rent of **[Monthly rent: _____]** per month, in advance and without demand, on or before the **[Day of the month rent is due: _____]** day of each month during the Term.

6.2 First month. If the Term begins on a day other than the Rent due day, Rent for the first partial month is **[Rent for the first partial month: _____]**, due on or before the first day of the Term.

6.3 Place of payment. The Tenant will pay Rent at or to **[Where rent is paid: _____]**, or at any other place or by any other channel the Landlord designates by written notice.

6.4 Method of payment. The Tenant will pay Rent by **[Accepted payment methods: _____]**. The Tenant agrees that Rent must be paid by check, money order, electronic transfer or another traceable or negotiable instrument named in this Section, and the Landlord need not accept cash unless cash is listed. If the Landlord accepts a cash payment, the Landlord will give the Tenant a written receipt and enter the payment date and amount in a record book kept by the Landlord.

6.5 Application of payments. The Landlord may apply any payment first to unpaid Additional Charges and then to Rent, oldest amounts first, unless the law requires otherwise. A payment marked "paid in full" or with any other restriction does not waive the Landlord's right to the full amount owed.

6.6 No withholding. The Tenant will pay Rent in full when due and will not withhold or set off any amount, except where the Code or other law expressly allows a deduction (for example a repair-and-deduct remedy under Section 16 or a security device deduction under Section 19). **The Tenant may not withhold payment of any part of the last month's Rent on the ground that the Security Deposit secures it.**

6.7 Rent changes. Rent stays the same during the Term. Any change in Rent for a renewal or month-to-month period requires written notice under Section 36.

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7. Late fees and returned payments

7.1 Notice of late fee. This Section is the written notice of the late fee that the Code requires before a landlord may charge one.

7.2 When the fee applies. If any part of the Rent remains unpaid two full days after the date it was originally due, the Tenant will pay an initial late fee of **[Initial late fee: _____]**. For Rent due on the first day of the month, this means Rent that remains unpaid at 11:59 p.m. on the third day of the month. The Tenant will also pay a daily late fee of **[Daily late fee after the initial fee: _____]** for each further day any part of the Rent remains unpaid.

7.3 Limit. The initial fee and the daily fees together are a single late fee. In total they will not exceed **[Maximum total late fee for one month: _____]** for any one month's Rent. The Parties agree that this limit is not more than 12 percent of one month's Rent if the Premises are in a structure with four or fewer dwelling units, or 10 percent of one month's Rent if the structure has more than four dwelling units.

7.4 Reasonable estimate. The Parties agree that the late fee is a reasonable estimate of the Landlord's damages from late payment, which are uncertain and difficult to fix, including collection time, administrative costs and overhead.

7.5 Statement of late fees. On the Tenant's request, the Landlord will state in writing whether the Tenant owes a late fee and, if so, how much.

7.6 Returned payments. If a payment is returned unpaid or reversed for any reason, the Tenant will pay a returned payment charge of **[Returned payment charge: _____]** in addition to any late fee that applies. After a second returned payment, the Landlord may require all future payments by cashier's check, money order or another certified method by giving written notice.

7.7 No waiver. Accepting a late fee does not waive the Tenant's default or the Landlord's other rights under Section 32, and paying a late fee does not waive the Tenant's rights under the Code.

8. Security deposit

8.1 Amount. On signing this Lease, the Tenant will pay the Landlord a Security Deposit of **[Security deposit amount: _____]**. The Security Deposit is not a limit on the Tenant's liability. No interest is payable on it unless the law requires.

8.2 Use. The Landlord holds the Security Deposit to secure the Tenant's performance of this Lease. Before refunding it, the Landlord may deduct damages and charges for which the Tenant is legally liable under this Lease or as a result of breaching it, such as unpaid Rent, unpaid Additional Charges, the cost of repairing damage beyond normal wear and tear, and unpaid utilities the Tenant must pay. **The Landlord will not deduct any amount for normal wear and tear.**

8.3 Advance notice of surrender. The Tenant must give the Landlord written notice of surrender at least [Days of written move-out notice required for the deposit refund: _____] days before moving out as a condition for refunding the Security Deposit. This condition does not apply if the Tenant ends this Lease under a statutory right described in Section 29 or Section 16, or if the Landlord ends the Lease.

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8.4 Forwarding address. The Tenant will give the Landlord a written statement of the Tenant's forwarding address for refund of the Security Deposit. The Landlord is not obliged to return the Security Deposit or to give a written description of damages and charges until the Tenant gives a written forwarding address. The Tenant does not forfeit the right to a refund or to the description of deductions merely by failing to give a forwarding address.

8.5 Refund and itemized list. The Landlord will refund the Security Deposit on or before the 30th day after the date the Tenant surrenders the Premises. If the Landlord keeps any part of it, the Landlord will send the balance, if any, with a written description and itemized list of all deductions. A list is not required if the Tenant owes Rent on surrender and there is no dispute about the amount of Rent owed. A refund or list sent by mail and postmarked on or before the 30th day is presumed timely.

8.6 Rekeying deduction. If the Tenant vacates the Premises in breach of this Lease, the Landlord may deduct from the Security Deposit the reasonable cost the Landlord incurs to rekey the security devices as required by Section 92.156 of the Code.

8.7 Lease cancellation fee. If the Tenant fails to move in and the Landlord secures a replacement tenant satisfactory to the Landlord who occupies the Premises on or before the first day of the Term, the Landlord may keep from the Security Deposit or any rent paid in advance either the lease cancellation fee of **[Lease cancellation fee if the tenant never moves in: _____]** agreed here or the Landlord's actual expenses of securing the replacement, including a reasonable amount for the Landlord's time. If the Tenant secures the satisfactory replacement tenant, the Landlord will refund the Security Deposit and advance rent in full.

8.8 Electronic deposit notices. If the Parties have communicated by e-mail, notices and communications about the Security Deposit may be sent by e-mail. The Landlord designates **[Landlord's e-mail address for notices: _____]** as the e-mail address the Tenant should use for this purpose.

8.9 Statutory rights. The Landlord's duties concerning security deposits under Subchapter C of Chapter 92 of the Code cannot be waived. A landlord who in bad faith keeps a deposit or fails to give the itemized list may be liable for statutory damages and attorney's fees, and a tenant who in bad faith withholds the last month's rent may be liable for three times the rent withheld plus attorney's fees.

8.10 No fee in lieu of deposit. This Lease does not use a fee in lieu of a security deposit. Any such option must be offered and agreed in a separate written agreement that complies with Section 92.111 of the Code.

9. Move-in and move-out inspection

9.1 Move-in checklist. Before or within three days after the Tenant moves in, the Parties will complete the move-in part of Schedule C, noting the condition of each room, fixture and appliance, any existing damage, and the date each smoke alarm was tested. Either Party may attach dated photographs or video.

9.2 Effect. The checklist records condition. It is not a promise by the Landlord to make repairs, except repairs the Landlord agrees to in writing or must make by law. Items not listed are presumed to have been in good condition, except for normal wear and tear and conditions that were not reasonably visible.

9.3 Move-out inspection. The Tenant may be present at a move-out inspection. The Landlord will offer a time during normal business hours on or near the last day of the Tenant's occupancy. The Landlord will compare the condition of the Premises with Schedule C and will not charge for normal wear and tear.

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9.4 Records. Each Party will keep a signed copy of Schedule C.

10. Utilities and services

10.1 Tenant's utilities. The Tenant will place in the Tenant's name, and pay on time all charges for, the following utilities and services: **[Utilities the tenant pays: _____]**, together with all deposits, connection fees and taxes for them. The Tenant will keep electricity on at all times during the Term, including when the Premises are vacant, to protect the Premises from freezing and other damage.

10.2 Landlord's utilities. The Landlord will provide and pay for the following utilities and services: **[Utilities the landlord pays: _____]**.

10.3 No interruption by the Landlord. The Landlord will not interrupt or cause the interruption of any utility service the Tenant pays directly to the utility company, except for bona fide repairs, construction or an emergency. This duty cannot be waived.

10.4 Outages. The Landlord is not liable for an interruption of a utility service caused by the utility provider, weather, an emergency or another cause outside the Landlord's control, but it will make a diligent effort to restore any service it provides. A condition that materially affects the physical health or safety of an ordinary tenant is governed by Section 16.

10.5 Conservation. The Tenant will not waste utilities the Landlord pays for and will report leaks promptly.

10.6 Submetered or allocated water and wastewater. The Landlord **[Water billing by the landlord: "does" or "does not": _____]** bill the Tenant for submetered or allocated water and wastewater service. If it does: (a) the Tenant will be billed by the Landlord for [Water billing method: submetered or allocated: _____] utility service (submetered or allocated, whichever is applicable); (b) the bill will include these services: [Services included in the water bill: _____]; (c) any dispute about the computation of the Tenant's bill or the accuracy of a submeter is between the Tenant and the Landlord; (d) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period were: [Average, highest and lowest monthly water bills last calendar year: _____]; (e) if the service is not submetered, the formula used to allocate it is: [Formula used to allocate water (if not submetered): _____]; (f) meter reading dates, billing dates and due dates are: [Water meter reading, billing and due dates: _____]; (g) the Landlord will repair leaks in the Premises, and in common areas that are not submetered, within [Days to repair water leaks after notice: _____] days after notice; (h) the Tenant has the right to receive information from the Landlord to verify the utility bill; (i) for an apartment house, the service charge percentage the Landlord will bill under 16 Tex. Admin. Code § 24.281(d)(3) is [Water service charge percentage (apartment house): _____]; and (j) the Landlord gave the Tenant a copy of Subchapter I of Chapter 24 of the Public Utility Commission of Texas rules when this Lease was discussed. The Landlord will not change the billing method unless the Tenant agrees in a signed lease or other written agreement, after at least 35 days' notice. No term of this Lease waives the Tenant's rights or the Landlord's responsibilities under those rules.

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11. Occupants, guests and occupancy limit

11.1 Occupants. Only the Tenant and the following Occupants may live in the Premises: **[Other occupants who will live in the home: _____]**. Any other person who wants to live in the Premises must apply and be approved by the Landlord in writing first.

11.2 Occupancy limit. The number of adults who live in the Premises will not exceed three times the number of bedrooms, except as a state or federal fair housing law requires, or where an adult is seeking temporary sanctuary from family violence for not more than one month.

11.3 Guests. A Guest may stay in the Premises for not more than **[Maximum consecutive nights for a guest: _____]** consecutive nights, or a longer period the Landlord approves in writing. The Tenant is responsible for the conduct of Occupants and Guests and for any damage they cause.

11.4 Applications. The Landlord will apply the same written selection criteria to a proposed new occupant as to other applicants.

12. Use of the premises and conduct

12.1 Lawful use. The Tenant, Occupants and Guests will use the Premises and the Property only for lawful residential purposes and will comply with all laws, ordinances, homeowners' association rules that bind the Premises and the community rules in Schedule D.

12.2 Conduct. The Tenant will not disturb the peaceful enjoyment of neighbors, create a nuisance, keep hazardous materials beyond ordinary household quantities, or engage in criminal activity on or near the Property.

12.3 Business use. The Tenant may work from home but will not run a business that brings customers, inventory or employees to the Premises or that breaches zoning rules, without the Landlord's written consent.

12.4 Right to summon police and emergency help. Nothing in this Lease limits the right of the Tenant or any other person to summon police or other emergency assistance based on a reasonable belief that an individual needs intervention or emergency assistance, and the Landlord will not impose any fee or penalty for doing so.

12.5 Firearms. Unless state or federal law prohibits it, the Landlord will not prohibit the Tenant or a Guest from lawfully possessing, carrying, transporting or storing a firearm, a part of a firearm or firearm ammunition in the Premises, in a vehicle in a parking area provided for tenants or guests, or in other areas controlled by the Landlord as necessary to enter or exit the Premises, the Property or a vehicle. The Tenant will store firearms safely and in compliance with law.

12.6 Governmental fines. The Landlord will not charge the Tenant for a fine imposed on the Landlord by a governmental entity unless the Tenant or another occupant of the Premises actually caused the damage or other condition on which the fine is based.

12.7 Quiet enjoyment. If the Tenant pays Rent and keeps the promises in this Lease, the Tenant may peacefully use the Premises during the Term without interference by the Landlord, except as this Lease or the law allows.

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13. Parking Rules

PARKING RULES.

13.1 Rules given before signing. If the Landlord has vehicle towing or parking rules that apply to the Tenant, the Landlord has given the Tenant a copy of them before the Tenant signed this Lease. They are set out in Schedule D, which the Tenant signs and which forms part of this Lease.

13.2 Vehicle information. As a condition of parking in an assigned space or a common parking area, the Landlord may require only the make, model, color, year, license number and state of registration of each vehicle. The Tenant will keep this information current.

13.3 Changes to the rules. If the Landlord changes the towing or parking rules during the Term, the Landlord will give the Tenant written notice of the change before the Tenant must comply with it. A change must apply to all tenants in the same complex and be based on necessity, safety or security of tenants, reasonable requirements for construction on the Property, or respect for other tenants' parking rights, or the Tenant must consent in writing. A change does not take effect before the 14th day after the notice is delivered, unless it results from a construction or utility emergency.

13.4 Permits. Any parking permit the Landlord issues to the Tenant will be valid for the whole Term.

13.5 Towing. Vehicles parked in breach of Schedule D, inoperable vehicles and vehicles without current registration may be towed at the owner's expense only as the posted rules and Texas towing law allow.

14. Pets, service animals and assistance animals

14.1 Pets. No animal may be kept on the Premises, even temporarily, except: **[Pets allowed: _____]**. An approved pet is subject to the pet rules in Schedule D. The Tenant will pay for all damage a pet causes beyond normal wear and tear.

14.2 Unauthorized animals. If an animal is kept in breach of this Section, the Landlord may give written notice requiring its removal within a reasonable time stated in the notice, and the breach is a default under Section 32.

14.3 Service animals. A person with a disability may keep a service animal. The Landlord will not charge any pet fee, pet rent or deposit for a service animal, but the Tenant is liable for damage the animal causes beyond reasonable wear and tear.

14.4 Assistance animals. The Landlord will consider a request to keep an assistance animal as a reasonable accommodation under the federal Fair Housing Act and will not charge pet fees, pet rent or a pet deposit for an approved assistance animal. The Landlord may ask for reliable information about the disability-related need where it is not obvious, as federal law allows.

15. Smoking and vaping

15.1 No smoking indoors. No one may smoke or vape tobacco, cannabis or any other substance, or burn incense or candles unattended, inside the Premises or in any enclosed common area of the Property. This rule also covers balconies and patios unless Schedule D says otherwise.

15.2 Outdoor areas. Smoking is allowed only in outdoor areas the Landlord designates in writing, and the Tenant will dispose of all smoking materials safely.

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15.3 Damage. The Tenant will pay the reasonable cost of removing smoke odor and residue caused by smoking in breach of this Section, including cleaning, painting and replacing carpet or window coverings, but not normal wear and tear.

16. Landlord's repairs and tenant's repair remedies

16.1 Landlord's duty to repair. The Landlord will make a diligent effort to repair or remedy a condition if the Tenant specifies the condition in a notice to the person to whom, or to the place where, Rent is normally paid, the Tenant is not delinquent in paying Rent when the notice is given, and the condition materially affects the physical health or safety of an ordinary tenant or arises from the Landlord's failure to provide and maintain in good operating condition a device to supply hot water of at least 120 degrees Fahrenheit. The Landlord will also maintain the roof, foundation, structure, plumbing, electrical, heating and air conditioning systems and the appliances it provides in good working order, except for damage the Tenant must pay for under Section 17.

16.2 Written repair requests. All requests for repairs must be made in writing and delivered to the place where Rent is normally paid or to the Landlord's repair request address or portal, **[Repair request address or online portal: _____]**. In an emergency affecting health or safety, the Tenant must also call the emergency number in Section 21 and then confirm the request in writing.

16.3 Conditions caused by the Tenant. Except for normal wear and tear, the Landlord has no duty during the Term to repair a condition caused by the Tenant, an Occupant, a member of the Tenant's family or a Guest. The Landlord may repair such a condition and charge the Tenant the reasonable cost.

16.4 Reasonable time. There is a rebuttable presumption that seven days is a reasonable time for the Landlord to repair. The date the Landlord received the notice, the severity and nature of the condition and the reasonable availability of materials, labor and utilities are considered. If the condition results from an insured casualty, such as fire, smoke, hail or explosion, the repair period does not begin until the Landlord receives the insurance proceeds.

16.5 Tenant's statutory repair remedies. If the Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this Lease or the Texas Property Code, the Tenant may be entitled to exercise remedies under Sections 92.056 and 92.0561 of the Texas Property Code. To use them, the Tenant generally must (a) give notice to repair to the person to whom or the place where Rent is normally paid, (b) be current on Rent when each notice is given, and (c) give a second written notice after the Landlord has had a reasonable time to repair, unless the first notice was sent by certified mail, return receipt requested, registered mail or another form of mail that allows tracking of delivery from the United States Postal Service or a private delivery service. If the Landlord still has not made a diligent effort to repair within a reasonable time, the Tenant may: (1) terminate this Lease; (2) have the condition repaired or remedied according to Section 92.0561 of the Texas Property Code; (3) deduct from the Rent, without the necessity of judicial action, the cost of the repair or remedy according to Section 92.0561 of the Texas Property Code, in an amount not more than one month's Rent or $500, whichever is greater, in any one month; and (4) obtain judicial remedies according to Section 92.0563 of the Texas Property Code, which may include an order to repair, a reduction in Rent, a civil penalty of one month's Rent plus $500, actual damages, court costs and attorney's fees. The Tenant should follow the procedures in those sections exactly, because failing to do so may make

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the Tenant liable for the Rent deducted.

16.6 Repair-and-deduct rules. The Tenant may repair and deduct under Section 92.0561 of the Code only if at least one of the Tenant's repair notices states that the Tenant intends to repair or remedy the condition and reasonably describes the intended repair, and only if: (a) the Landlord has failed to remedy a backup or overflow of raw sewage inside the Premises or flooding from broken pipes or natural drainage inside the Premises; (b) the Landlord has agreed to furnish water to the Premises and the water service has totally ceased; (c) the Landlord has agreed to furnish heating or cooling equipment, the equipment produces inadequate heat or cooled air, and the appropriate local housing, building or health official has notified the Landlord in writing that this materially affects the health or safety of an ordinary tenant; or (d) that official has notified the Landlord in writing that the condition materially affects the health or safety of an ordinary tenant. The waiting periods in Section 92.0561(e) of the Code then apply. A repair under Section 92.0561 of the Code must be made by an independent company, contractor or repairman, licensed where the city requires it, and in compliance with building codes and permits. It may not be made by the Tenant, the Tenant's family, employer or employees, or a company the Tenant has an ownership interest in, unless the Landlord agrees in writing. When deducting, the Tenant will give the Landlord a copy of the repair bill and the receipt with the balance of the Rent. Repairs under that section may not be made to the foundation or load-bearing structural elements of the building if it contains two or more dwelling units.

16.7 Tenant repairs at the Landlord's expense. The Parties may agree in writing for the Tenant to repair a condition at the Landlord's expense. Except as stated in Section 17.3, nothing in this Lease shifts to the Tenant the Landlord's duty to repair conditions that materially affect the physical health or safety of an ordinary tenant.

16.8 Access for repairs. By requesting a repair, the Tenant authorizes the Landlord and its contractors to enter the Premises during reasonable hours to make it, under Section 22.

17. Tenant's maintenance and repair costs

17.1 Care of the Premises. The Tenant will keep the Premises clean, sanitary and safe; use all fixtures and appliances properly; dispose of trash in the containers provided; replace air conditioning filters at least every **[How often the tenant replaces air filters: _____]** if the Landlord supplies them or the Premises have a filter the Tenant can reach; replace light bulbs; and promptly report in writing any water leak, mold, electrical problem, broken lock or other condition that needs repair.

17.2 Damage. The Tenant will pay the reasonable cost of repairing damage to the Premises or the Property caused by the Tenant, an Occupant, a member of the Tenant's family, a Guest or an animal kept by any of them, other than normal wear and tear. The Landlord will send the Tenant an invoice, and the Tenant will pay it within 30 days or with the next Rent payment, whichever is later.

17.3 Specific repairs the Tenant pays for. Except for conditions caused by the negligence of the Landlord, the Tenant will pay for the repair of the following conditions that occur during the Term or any renewal or extension: (a) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Premises; (b) damage to doors, windows or screens; and (c) damage from windows or doors left open. This does not affect the Landlord's duty to repair, at the Landlord's expense, wastewater stoppages or backups caused by deterioration, breakage, roots, ground conditions, faulty construction or malfunctioning equipment. The Parties agree that this

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paragraph is specific and clear and is made knowingly, voluntarily and for consideration, namely the Rent and other terms of this Lease.

17.4 Yard and exterior. If the Premises are a house or a unit with a private yard, the Tenant will **[Yard and exterior duties of the tenant: _____]**.

17.5 Mold and moisture. The Tenant will use exhaust fans, keep the Premises reasonably ventilated, wipe up water promptly and report visible mold or moisture to the Landlord in writing.

17.6 Pests. The Landlord will deliver the Premises free of known pest infestation. The Tenant will keep the Premises in a condition that does not attract pests and will report any infestation promptly. The Tenant will pay for pest treatment only where the Tenant caused the infestation.

17.7 Freezing weather. In freezing weather the Tenant will keep the heat on, leave cabinet doors open under sinks on exterior walls and follow any reasonable written instructions from the Landlord to protect pipes.

18. Alterations and reasonable modifications

18.1 No alterations without consent. The Tenant will not paint, wallpaper, install fixtures, change or add locks (except as allowed in Section 19), install satellite dishes beyond what federal law allows, or make other alterations or improvements without the Landlord's prior written consent.

18.2 Fixtures. Unless the Landlord agrees otherwise in writing, an approved alteration that is attached to the Premises becomes the Landlord's property when installed and stays at move-out. The Landlord may instead require the Tenant to remove it and restore the Premises at the Tenant's cost.

18.3 Reasonable modifications. The Landlord will permit reasonable modifications of the Premises, at the Tenant's expense, if they may be necessary to give a person with a disability full enjoyment of the Premises. Where it is reasonable to do so, the Landlord may condition permission for a modification of the interior on the Tenant's agreement to restore the interior to its prior condition, reasonable wear and tear excepted, at the end of the tenancy. The Landlord may require that the work be done in a workmanlike manner with any required permits.

18.4 Reasonable accommodations. The Landlord will make reasonable accommodations in its rules, policies, practices and services when they may be necessary to give a person with a disability equal opportunity to use and enjoy the Premises.

19. Security devices and rekeying

19.1 Security device notice. The Landlord, at the Landlord's expense, is required to equip the Premises, when the Tenant takes possession, with the security devices required by Section 92.153 of the Texas Property Code: a window latch on each exterior window; a doorknob lock or keyed dead bolt on each exterior door; a sliding door pin lock and a sliding door handle latch or sliding door security bar on each exterior sliding glass door; and a keyless bolting device and a door viewer on each exterior door. The Landlord is not required to install a doorknob lock or keyed dead bolt at the Landlord's expense if the exterior doors already meet the requirements that make one unnecessary under that section, and is not required to install a keyless bolting device at the Landlord's expense on an exterior door if the Landlord is expressly required or permitted to periodically check on the well-being or health of the Tenant as that section provides. The Tenant

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has the right to install or rekey a security device required by Subchapter D of Chapter 92 of the Texas Property Code and deduct the reasonable cost from the Tenant's next Rent payment, as provided by Section 92.164 of the Texas Property Code.

19.2 Rekeying. The Landlord will rekey every security device operated by a key, card or combination at the Landlord's expense not later than the seventh day after each tenant turnover date. The Landlord will perform additional rekeying or change a security device at the Tenant's expense whenever the Tenant asks.

19.3 Requests in writing. The Tenant must make any request or notice to install, repair, change or rekey a security device in writing, except in an emergency.

19.4 Charges for misuse. The Tenant will pay for the repair or replacement of a security device that is necessitated by misuse or damage by the Tenant, a member of the Tenant's family, an Occupant or a Guest, and not by normal wear and tear. The charge will not exceed the total cost charged by a third-party contractor for material, labor, taxes and extra keys, or, if the Landlord's own employees do the work, that cost plus reasonable overhead without profit.

19.5 Security devices stay. Security devices are fixtures. The Tenant will not remove, change, rekey, replace or alter a security device, or add one, without the Landlord's written permission, except under the Tenant's statutory rights described in Section 19.1. The Tenant will give the Landlord a key to any lock the Tenant is lawfully permitted to change.

19.6 No promise of security. The Landlord does not provide security guards or promise that the Property is free from crime. The Tenant will lock doors and windows and report any crime to the police and any broken security device to the Landlord.

20. Smoke alarms

20.1 Installation. The Landlord has installed at least one smoke alarm in each separate bedroom, at least one in each corridor that serves more than one bedroom, and at least one on each level of the Premises, as Subchapter F of Chapter 92 of the Code requires. This duty cannot be waived.

20.2 Testing at move-in. The Landlord will test each smoke alarm at the beginning of the Tenant's possession and record the result in Schedule C. A smoke alarm in good working order at move-in is presumed to remain in good working order until the Tenant asks for repair.

20.3 Inspection and repair during the Term. During the Term the Landlord will inspect and repair a smoke alarm only after the Tenant gives notice of a malfunction or asks for an inspection or repair. The Landlord will comply within a reasonable time, considering the availability of materials, labor and utilities. If the Tenant, the Tenant's family or Guests caused the damage or malfunction, the Landlord will repair or replace the alarm when the Tenant pays the reasonable cost in advance.

20.4 Batteries. The Landlord is not obliged to provide batteries for a battery-operated smoke alarm after the Tenant takes possession if the alarm was working at that time. The Tenant will replace batteries as needed.

20.5 Smoke alarm notice. The Tenant must not disconnect or intentionally damage a smoke alarm or remove the battery without immediately replacing it with a working battery. The Tenant may be subject to damages, civil penalties and attorney's fees under Section 92.2611 of the Texas Property Code for not complying with this notice.

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21. Emergency telephone number

21.1 Emergency number. To report an emergency related to a condition of the Premises that materially affects the physical health or safety of an ordinary tenant, the Tenant will call **[Emergency repair telephone number: _____]**. If the Property has an on-site management or superintendent's office, this number is answered 24 hours a day and is posted prominently outside that office.

21.2 Life-threatening emergencies. In case of fire, crime, medical emergency or gas leak, the Tenant should call 911 or the utility first and then call the Landlord.

21.3 Changes. The Landlord will give the Tenant written notice of any change in the emergency number.

22. Landlord's entry

22.1 Purposes. The Landlord and its agents and contractors may enter the Premises at reasonable times to inspect, make repairs or improvements, provide agreed services, test smoke alarms or security devices, show the Premises to prospective tenants, buyers, lenders, appraisers or insurers, or address a lease violation that affects the Premises.

22.2 Notice. Except in an emergency, the Landlord will give the Tenant at least **[Hours of notice before non-emergency entry: _____]** hours' notice of entry by any method in Section 42, including text or e-mail, and will enter between 8:00 a.m. and 7:00 p.m., unless the Tenant agrees to another time or has asked for the repair.

22.3 Emergencies. The Landlord may enter at any time without notice to deal with an emergency that threatens life, health, safety or property, such as fire, a water leak, a gas leak or a smoke alarm sounding.

22.4 Notice of entry. If the Landlord enters when no one is home, the Landlord will leave a written notice stating the date, time and purpose of the entry.

22.5 No abuse. The Landlord will not use the right of entry to harass the Tenant. The Tenant will not change locks or otherwise deny lawful entry.

23. Assignment and subletting

23.1 Consent required. The Tenant will not assign this Lease, sublet all or part of the Premises, or rent the Premises to another person, including through a short-term rental platform, without the Landlord's prior written consent.

23.2 Request. A request for consent must be in writing and name the proposed assignee or subtenant, who must complete the Landlord's application. The Landlord will apply its usual selection criteria and will respond within 14 days.

23.3 No release. Unless the Landlord releases the Tenant in writing, the Tenant stays liable under this Lease after any assignment or sublease.

23.4 Landlord's transfer. The Landlord may assign this Lease to a buyer of the Property or a successor manager. Section 31 applies to the Security Deposit.

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24. Renter's insurance and landlord's insurance

24.1 Renter's insurance. The Tenant will buy and keep in force during the Term a renter's insurance policy that includes personal liability coverage of at least **[Minimum renter's liability coverage: _____]** per occurrence, and will give the Landlord proof of coverage on request. Coverage for the Tenant's personal property is the Tenant's choice but is strongly encouraged.

24.2 Landlord's insurance. The Landlord's insurance covers the building and the Landlord's liability. It does not cover the Tenant's belongings or the Tenant's liability to others.

24.3 Flood. Most tenant insurance policies do not cover damage or loss caused by a flood. The Tenant should consider separate flood coverage. See Section 27 and Schedule A.

24.4 Claims first. For any loss covered by insurance, each Party will look first to its own insurance, to the extent the policy allows.

25. Limitation of liability and indemnity

25.1 Landlord's liability. The Landlord is not liable to the Tenant, Occupants or Guests for any loss of or damage to personal property or any personal injury, unless it is caused by the negligence, intentional act or breach of a legal duty of the Landlord or its agents, employees or contractors. The Landlord is not liable for loss caused by other residents, by crime, or by fire, flood, ice, wind or other casualty that the Landlord did not cause, except as the law provides.

25.2 Tenant's indemnity. The Tenant will indemnify and hold harmless the Landlord from claims, losses, damages and reasonable attorney's fees arising from the negligence, intentional acts or breach of this Lease by the Tenant, an Occupant, a Guest or an animal kept by any of them, except to the extent caused by the Landlord's negligence or breach.

25.3 Statutory duties not affected. Nothing in this Section or elsewhere in this Lease waives or limits a duty of the Landlord or a remedy of the Tenant that the Code makes non-waivable, including duties concerning security deposits, security devices, disclosure of ownership and management, utility cutoffs, installation of smoke alarms, and repair of conditions that materially affect the physical health or safety of an ordinary tenant, except as Section 92.006 of the Code allows.

25.4 Force majeure. Neither Party is liable for a delay in performing a duty under this Lease, other than a duty to pay money or a duty the Code says cannot be waived, to the extent the delay is caused by events beyond its reasonable control, such as natural disasters, severe weather, utility failures, epidemics or acts of government, if it acts diligently to perform once the cause ends.

26. Casualty loss, condemnation and natural disaster

26.1 Report. The Tenant will notify the Landlord at once of any fire, flood, storm or other casualty damage to the Premises.

26.2 Totally unusable. If, after a casualty loss, the Premises are as a practical matter totally unusable for residential purposes, and the loss was not caused by the negligence or fault of the Tenant, a member of the Tenant's family or a Guest, either Party may end this Lease by written notice to the other at any time before repairs are completed. If the Lease ends, the Tenant is entitled only to a pro rata refund of Rent from the date the Tenant moves out and to a refund of the Security Deposit as required by law.

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26.3 Partially unusable. If, after such a casualty loss, the Premises are partially unusable for residential purposes, the Rent will be reduced in proportion to the extent the Premises are unusable, from the date of the loss until the Landlord completes repairs. The Parties agree to this reduction without the need for a court judgment.

26.4 Tenant-caused casualty. If the casualty was caused by the negligence or fault of the Tenant, an Occupant, a member of the Tenant's family or a Guest, the Rent is not reduced, the Tenant may not end this Lease under this Section, and the Tenant will pay the cost of repairs not covered by the Landlord's insurance.

26.5 Relocation after a disaster. If a natural disaster makes the Premises unusable and the Landlord offers to move the Tenant to another dwelling it owns, the Landlord will not require a lease for that dwelling that is longer than the remaining Term of this Lease.

26.6 Condemnation. If all or a material part of the Premises is taken by eminent domain, this Lease ends on the date of taking, Rent is prorated, and the award belongs to the Landlord, except any separate award for the Tenant's moving costs or personal property.

27. Flood disclosure

27.1 Flood notices. For a lease of 30 days or more, the Landlord must give the Tenant written notice whether the Landlord is aware that the Premises are in a 100-year floodplain and, if the Landlord knows that flooding damaged any part of the Premises at least once during the five years immediately before the effective date of this Lease, a written notice of that flooding. These notices are set out in Schedule A, which the Landlord and the Tenant sign at or before signing this Lease and which forms part of this Lease.

27.2 Tenant's termination right. If the Landlord fails to give the required flood notices and the Tenant suffers a substantial loss or damage to the Tenant's personal property as a result of flooding, the Tenant may end this Lease by written notice to the Landlord not later than the 30th day after the date the loss or damage occurred. A loss is substantial if the total cost of repairing or replacing the property is 50 percent or more of its market value on the date of the flood. Termination takes effect when the Tenant surrenders possession, and the Landlord will refund all Rent paid in advance for any period after that date within 30 days.

27.3 Insurance. The Tenant acknowledges the statement in Schedule A that most tenant insurance policies do not cover flood loss.

28. Lead-based paint disclosure

28.1 Year built. The Premises were built in **[Year the building was built: _____]**.

28.2 Pre-1978 housing. If the Premises were built before 1978 and are not exempt, the Landlord has, before the Tenant became obligated under this Lease, given the Tenant the federally approved pamphlet on lead poisoning prevention, disclosed any known lead-based paint and lead-based paint hazards in the Premises, and provided any available records or reports about them. The Lead Warning Statement and the signed disclosure are in Schedule B, which forms part of this Lease.

28.3 Records. The Landlord will keep a copy of the completed Schedule B for at least three years from the start of the Term.

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28.4 Not applicable. If the Premises were built in 1978 or later, Schedule B does not apply and may be marked "Not applicable".

29. Special statutory rights to end the lease early

29.1 Statutory notice. Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

29.2 Statutory notice. Tenants may have special statutory rights to terminate the lease early in certain situations involving certain sexual offenses or stalking.

29.3 Family violence. Under Section 92.016 of the Code, a Tenant may end this Lease and avoid liability for future Rent if the Tenant gives the Landlord a copy of a qualifying protective order or of documentation of family violence against the Tenant or an Occupant from a licensed health care services provider, a licensed mental health services provider or an advocate who assisted the victim; gives written notice of termination at least 30 days before the termination date; waits until the 30th day after that notice; and vacates. If the family violence was committed by a cotenant or occupant, the 30-day notice is not required where the statute allows.

29.4 Sexual offenses and stalking. Under Section 92.0161 of the Code, a Tenant who is a victim, or the parent or guardian of a victim, of certain sexual offenses that took place during the preceding six months, or of stalking that took place during the preceding six months on the Premises or at any dwelling on the Property, may end this Lease on the same basis after giving the documentation that section requires, 30 days' written notice, and vacating.

29.5 Military service. Under Section 92.017 of the Code and the federal Servicemembers Civil Relief Act, a Tenant who is a servicemember, or the dependent of a servicemember, may end this Lease by written notice and a copy of the military orders or proof of entry into service, if the Tenant enters military service after signing this Lease or, while in military service, receives orders for a permanent change of station or to deploy with a military unit for 90 days or more. Where Rent is paid monthly, termination takes effect on the 30th day after the first date on which the next Rent payment is due after the notice is delivered. The Landlord will not charge any early termination fee, and will refund Rent paid in advance for any period after termination within 30 days.

29.6 Death of a sole occupant. If a Tenant who is the sole occupant of the Premises dies, the representative of the Tenant's estate may end this Lease under Section 92.0162 of the Code by written notice, removal of the Tenant's property and signing an inventory if the Landlord requires it. Termination takes effect on the later of the 30th day after the notice or the date all those conditions are met.

29.7 Effect. These rights cannot be waived except as the statutes allow. Termination under them does not release liability for Rent or other sums owed before the termination date, except as those statutes provide. The advance notice of surrender in Section 8.3 and the charges in Section 37 do not apply.

29.8 Assisted housing. If the Premises receive federal housing assistance, the Tenant also has the protections of the federal Violence Against Women Act, and no Tenant may be evicted or denied assistance because the Tenant is a victim of domestic violence, dating violence, sexual assault or stalking.

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30. Emergency contact and death of a tenant

30.1 Emergency contact. The Tenant designates the following person to contact in the event of the Tenant's death: **[Contact person if the tenant dies (name, address, phone): _____]**. The Tenant will update this information in writing if it changes.

30.2 Authorization. In the event of the death of a Tenant who is the sole occupant, the Tenant authorizes the Landlord to: (a) grant the person named in Section 30.1 access to the Premises at a reasonable time and in the presence of the Landlord or its agent; (b) allow that person to remove the Tenant's property found in the Premises; and (c) refund the Security Deposit, less lawful deductions, to that person.

30.3 Property. If no one removes the property, the Landlord may remove and store it, will turn it over to the designated person or anyone else lawfully entitled to it who asks before it is discarded, and may require any person who removes property to sign an inventory. The Landlord may discard the property only after mailing a written request to remove it by certified mail, return receipt requested, to the designated person, if that person has not removed it by the 30th day after the postmark date and no one has claimed it.

30.4 Costs. The Landlord may deduct from the Security Deposit the reasonable cost of removing and storing the property.

31. Sale of the property and foreclosure

31.1 Sale of the Property. If the Landlord sells or otherwise transfers the Property, this Lease continues. Except for a mortgage lienholder that acquires title by foreclosure, the new owner is liable for the return of the Security Deposit from the date it takes title and will give the Tenant a signed statement acknowledging that it has received and is responsible for the Security Deposit and stating its exact amount.

31.2 Subordination. This Lease is subordinate to any existing or future mortgage or deed of trust on the Property, subject to the Tenant's rights under applicable law after foreclosure.

31.3 Foreclosure. If the Property is sold at a foreclosure sale, the purchaser may choose not to continue this Lease. A purchaser who does not continue it must give a residential tenant who is current on Rent and not otherwise in default at least 30 days' written notice to vacate under Texas law. Where the federal Protecting Tenants at Foreclosure Act applies, a bona fide tenant is entitled to at least 90 days' notice to vacate, and the longer federal period controls.

31.4 Notice of foreclosure. The Landlord will notify the Tenant promptly in writing if a foreclosure sale of the Property is scheduled.

32. Default by tenant and notice to vacate

32.1 Events of default. The Tenant is in default if: (a) the Tenant fails to pay Rent or an Additional Charge when due; (b) the Tenant, an Occupant or a Guest breaks any other promise in this Lease or a material community rule and does not cure the breach within ten days after written notice, if the breach can be cured; (c) the Tenant gave false material information in the rental application; (d) the Tenant abandons the Premises; or (e) the Tenant, an Occupant or a Guest engages in criminal activity on the Property that threatens the health, safety or right to peaceful enjoyment of others.

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32.2 Notice to vacate. If the Tenant is in default or holds over beyond the end of the Term without the Landlord's consent, the Landlord may end the Tenant's right of occupancy by giving at least **[Days' notice to vacate after a default: _____]** days' written notice to vacate before filing an eviction suit. If federal law requires a longer notice period for the Premises, for example 30 days' notice to vacate under 15 U.S.C. § 9058(c) for a covered dwelling or a notice period required by a federal housing program, the Landlord will give that longer notice.

32.3 First-time nonpayment. If the Tenant's right of possession is ended solely for nonpayment of Rent and the Tenant was not late or delinquent in paying Rent before the month in which the notice is given, the notice must be a notice to pay Rent or vacate, which allows the Tenant to pay the Rent due by the stated deadline and stay.

32.4 Delivery of the notice. A notice to vacate may be delivered by mail, including first class mail, registered mail, certified mail or a delivery service; by delivery to the inside of the Premises in a conspicuous place; by hand delivery to any Tenant who is 16 years of age or older; or, because the Parties agree to it here in writing, by e-mail to the address given for the Tenant in Section 42.

32.5 Eviction by court only. The Landlord will recover possession only through an eviction suit in the justice court for the precinct in which the Premises are located and a writ of possession, except where the Code expressly allows otherwise (see Sections 33 and 38).

32.6 Acceleration. If the Tenant defaults and moves out or is evicted before the end of the Term, Rent for the rest of the Term becomes due, subject to the Landlord's duty to mitigate under Section 33.3 and to credit for amounts received from reletting.

33. Landlord's remedies

33.1 Remedies. On the Tenant's default the Landlord may use any remedy this Lease or the law allows, including ending the Tenant's right of occupancy, filing an eviction suit, recovering unpaid Rent and Additional Charges, recovering damages and applying the Security Deposit as Section 8 allows. Remedies are cumulative.

33.2 Lockout for unpaid rent. The Landlord **[Lockout right: "does" or "does not": _____]** reserve the right to change the door locks of the Premises because of the Tenant's failure to timely pay Rent. If the right is reserved, the Landlord will change the locks only in strict compliance with Section 92.0081 of the Code, including its advance written notice, its limits on the days when locks may be changed and the posting of a notice on the front door. **The Tenant has the right to receive a key to the new lock at any hour, regardless of whether the Tenant pays the delinquent Rent.** The Landlord will not change the locks to a common area. Except as this Section allows, the Landlord will not prevent the Tenant from entering the Premises except by judicial process, for bona fide repairs, construction or an emergency, or to remove the contents of Premises the Tenant has abandoned.

33.3 Duty to mitigate. If the Tenant abandons the Premises in breach of this Lease, the Landlord will use reasonable efforts to mitigate its damages, including by trying to relet the Premises. This duty cannot be waived. The Tenant remains liable for Rent until the Premises are relet, for any shortfall in rent from the new tenant during the rest of the Term, and for the reasonable costs of reletting.

33.4 Collection. Amounts the Tenant owes after move-out, less any amount properly applied from the Security Deposit, are due on demand. The Landlord may report unpaid amounts to a collection agency or

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consumer reporting agency as the law allows.

33.5 Venue. The Landlord will file an eviction suit in the justice precinct in which the Premises are located.

34. Landlord's contractual lien

34.1 Election. This Section 34 **[Landlord's lien: "does" or "does not": _____]** apply. If it applies, each Tenant initials here to confirm having read it. Tenant's initials:

34.2 Landlord's lien. If this Section applies, the Landlord has a lien for unpaid Rent that is due on all of the Tenant's nonexempt personal property in the Premises or in a storage room the Tenant uses on the Property. The lien does not attach to property that Section 54.042 of the Texas Property Code exempts, including wearing apparel; tools, apparatus and books of a trade or profession; schoolbooks; a family library; family portraits and pictures; one couch, two living room chairs and a dining table and chairs; beds and bedding; kitchen furniture and utensils; food and foodstuffs; medicine and medical supplies; one automobile and one truck; agricultural implements; children's toys not commonly used by adults; goods the Landlord knows are owned by someone other than the Tenant or an Occupant; and goods the Landlord knows are subject to a recorded chattel mortgage or financing agreement.

34.3 Seizure. If this Section applies, the Landlord or its agent may seize nonexempt property to secure unpaid Rent only if it can be done without a breach of the peace. Immediately after any seizure the Landlord will leave in a conspicuous place in the Premises a written notice of entry and an itemized list of the items removed, stating the amount of delinquent Rent, the name, address and telephone number of the person to contact about it, and that the property will be promptly returned on full payment of the delinquent Rent. The Tenant will pay reasonable packing, removing and storage charges.

34.4 Sale. If this Section applies, the Landlord may sell seized property after giving the Tenant notice at least 30 days before the sale by both first class mail and certified mail, return receipt requested, at the Tenant's last known address, stating the date, time and place of the sale, an itemized account of the amount owed, and the name, address and telephone number of the person the Tenant may contact about the sale, the amount owed and the right to redeem. The property will be sold to the highest cash bidder, subject to any recorded chattel mortgage or financing statement. Proceeds will be applied first to delinquent Rent and then to reasonable packing, moving, storage and sale costs, and any balance will be mailed to the Tenant within 30 days after the sale. The Tenant may redeem the property at any time before the sale by paying all delinquent Rent and those costs.

35. Default by landlord and no retaliation

35.1 Landlord's breach. If the Landlord fails to comply with this Lease and the Tenant is not in default, the Landlord is liable to the Tenant for damages resulting from the failure, in addition to the specific remedies the Code gives for repairs, security devices, smoke alarms, deposits, lockouts and utility cutoffs.

35.2 Notice and cure. Except for an emergency or where a statute sets a different procedure, the Tenant will give the Landlord written notice of a breach and a reasonable time, not less than ten days, to cure it

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before bringing suit.

35.3 No retaliation. The Landlord will not retaliate against the Tenant for the Tenant's good-faith exercise of a right or remedy under this Lease or the law, a good-faith request for repairs, a complaint to a governmental entity about a building, health or safety violation, or participation in a tenant organization. For six months after any such act, the Landlord will not, in retaliation, file an eviction suit, deprive the Tenant of the use of the Premises, decrease services, increase Rent or end this Lease, except as Section 92.332 of the Code allows (for example where the Tenant is delinquent in Rent when the notice to vacate is given, the Tenant or a Guest intentionally damages property or threatens the personal safety of others, or the Tenant materially breaches this Lease).

35.4 Jury trial. Nothing in this Lease waives the Tenant's right to a jury trial in an action brought under Chapter 92 of the Code.

36. Renewal, holdover and month-to-month tenancy

36.1 Notice before the end of the Term. Either Party may end this Lease at the end of the Term by giving the other written notice at least **[Days of notice to end the lease or a month-to-month tenancy: _____]** days before the last day of the Term. A Tenant's notice under this Section also satisfies the advance notice of surrender in Section 8.3 if it is given at least as early as that Section requires.

36.2 Month-to-month. If neither Party gives that notice, this Lease continues on a month-to-month basis on the same terms. Either Party may then end the month-to-month tenancy by written notice given at least **[Days of notice to end the lease or a month-to-month tenancy: _____]** days before the termination date stated in the notice. The Parties agree to this notice period in this signed Lease in place of the period that would otherwise apply under Section 91.001 of the Code.

36.3 Rent increase. The Landlord may change the Rent or other terms for a month-to-month period or a renewal by giving the Tenant written notice at least **[Days of notice to end the lease or a month-to-month tenancy: _____]** days before the change takes effect. If the Tenant does not agree, the Tenant may end the tenancy by written notice effective on or before the date of the change.

36.4 Holdover without consent. If the Tenant stays in the Premises after this Lease or the Tenant's right of occupancy has ended without the Landlord's written consent, the Tenant will pay Rent for each day of holdover at the daily rate of one-thirtieth of the monthly Rent, and will be liable for damages the holdover causes, including the reasonable costs of a new tenant's delayed move-in. Accepting rent for the holdover period does not renew this Lease.

36.5 Renewal by agreement. Any renewal for a new fixed term must be in writing and signed by both Parties.

37. Early termination and reletting

37.1 No unilateral right. Except as Sections 5.3, 16, 26, 27 and 29 or the law provide, the Tenant has no right to end this Lease before the end of the Term.

37.2 Early termination option. The Tenant may end this Lease before the end of the Term by (a) giving the Landlord written notice at least **[Days of notice for the early termination option: _____]** days before the new termination date, (b) paying all Rent through that date, and (c)

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paying an early termination fee of **[Early termination fee: _____]** with the notice. If the Tenant complies, the Tenant is released from Rent after the new termination date. The Tenant is still responsible for damage to the Premises and other sums owed under this Lease.

37.3 Reletting charge. If the Tenant moves out early without using the option in Section 37.2 or a statutory right, the Tenant will pay a reletting charge of **[Reletting charge if the tenant leaves early without the option: _____]**. The Parties agree that this is a reasonable estimate of the Landlord's costs of finding and processing a new tenant, such as advertising, showing the Premises and screening applicants, which are uncertain and difficult to fix. It is not a penalty, it does not release the Tenant from Rent for the rest of the Term, and it is in addition to the Tenant's liability under Section 33.3.

37.4 Replacement tenant. The Tenant may propose a replacement tenant. The Landlord will not unreasonably refuse a replacement who meets its usual written selection criteria. When the replacement signs a new lease and moves in, the Tenant's liability for Rent after that date ends.

38. Move-out, surrender and abandonment

38.1 Surrender. The Premises are surrendered when all occupants have moved out and either all keys and access devices have been returned to the Landlord or the date stated in the Tenant's move-out notice has passed, whichever happens first.

38.2 Condition at move-out. On moving out, the Tenant will remove all personal property and trash, leave the Premises clean and in the same condition as at move-in except for normal wear and tear, return all keys, access cards, garage openers and parking permits, and give the Landlord a written forwarding address under Section 8.4.

38.3 Abandonment. The Premises are abandoned if all of the following occur: (a) all Tenants appear to have moved out in the Landlord's reasonable judgment; (b) clothing, furniture and personal belongings have been substantially removed; (c) Rent has been unpaid for at least five consecutive days or the utilities paid by the Tenant have been disconnected; and (d) the Landlord has posted a notice on the inside of the main entry door stating that it considers the Premises abandoned, and the Tenant has not responded in writing within two days. The Premises are also abandoned if all Tenants have moved out and returned the keys.

38.4 Property left behind. After surrender or abandonment, the Landlord may remove the contents of the Premises. The Landlord will store property that appears to have value for at least 30 days after sending written notice to the Tenant's forwarding address or last known address and any e-mail address in Section 42, and the Tenant may reclaim it during that time on paying reasonable removal and storage costs. After that time the Landlord may dispose of the property. Trash, perishable food and items that are hazardous or of no apparent value may be discarded at once. This Section does not apply to property of a deceased Tenant, which is governed by Section 30.

38.5 Final accounting. The Landlord will account for the Security Deposit under Section 8.

39. Guaranty

39.1 Guarantor. If a guarantor signs this Lease, **[Guarantor name, or "None": _____]** (the "Guarantor") guarantees the full and punctual performance of all of the Tenant's obligations under this Lease, including payment of Rent, Additional Charges, damages and attorney's fees. The Landlord

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need not first proceed against the Tenant or the Security Deposit.

39.2 Original term. The Guarantor is liable for the original Term of this Lease.

39.3 Renewals. The Guarantor also agrees to guarantee a renewal of this Lease that occurs on or before **[Last renewal date the guarantor covers, or "None": _____]**, the last date, as specified by the Guarantor, on which a renewal of this Lease will renew the Guarantor's obligation. The Guarantor is liable under a renewal that occurs on or before that date, but only if the renewal involves the same parties as this Lease and does not increase the Guarantor's potential financial obligation for rent that existed under this Lease. If this field says "None", the Guarantor guarantees the original Term only.

39.4 Continuing obligations. The Guarantor remains liable for costs and damages that arise after the date in Section 39.3 if they relate to acts of the Tenant before that date or arise because the Tenant refuses to vacate. Any agreement to guarantee an increased rent on a renewal must be made in a separate written document.

40. Attorney's fees and costs

40.1 Prevailing party. In any lawsuit or eviction suit between the Parties arising from this Lease or the tenancy, the prevailing party may recover its reasonable attorney's fees and court costs from the other Party. This clause applies equally to the Landlord and the Tenant.

40.2 Statutory fees. This Section does not reduce any right to attorney's fees or costs that the Code or other law gives either Party.

41. Joint and several liability

41.1 Joint and several liability. Each Tenant is jointly and severally liable for all obligations under this Lease, including the full Rent and all damages, even if a Tenant moves out. The Landlord may collect the full amount from any one Tenant.

41.2 Notice to one. A notice from the Landlord to one Tenant is notice to all Tenants, except where a statute requires notice to a particular Tenant. A notice from one Tenant to the Landlord binds all Tenants, except that only the Tenant who is entitled to use a statutory termination right under Section 29 may give notice under that right.

41.3 Default by one. A default by one Tenant, Occupant or Guest is a default by all Tenants.

42. Notices

42.1 Addresses. Notices under this Lease must be in writing. Notices to the Landlord go to **[Landlord's address for notices: _____]** and the e-mail address **[Landlord's e-mail address for notices: _____]**. Notices to the Tenant go to the Premises and the e-mail address **[Tenant's e-mail address for notices: _____]**.

42.2 Methods. A notice may be delivered by hand, by mail (first class, certified or registered) or by a delivery service. A notice may also be sent by e-mail to the addresses in Section 42.1 where this Lease or the law allows it, including notices about the Security Deposit and, by the agreement in Section 32.4, a notice to vacate. A notice to vacate may also be delivered in any other way allowed by Section 24.005 of the Code. Text messages may be used for scheduling entry and repairs, but not for a notice of default, termination or vacate.

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42.3 Primary residence. If the Premises are not the Tenant's primary residence, the Tenant gives the Landlord written notice of that fact here and asks that notices be sent to the Tenant's primary residence at: **[Tenant's primary residence address if not the property: _____]**. The Landlord will then mail all notices of lease violations, lease termination, rent increases at the end of the Term and notices to vacate to that address by regular mail. The Tenant will give written notice of any change in that address; oral notice is not enough.

42.4 Change of address. Either Party may change its notice address or e-mail address by written notice to the other.

43. Fair housing and nondiscrimination

43.1 Equal treatment. The Landlord will not discriminate in the terms, conditions or privileges of this tenancy, or in the services or facilities provided, because of race, color, religion, sex, familial status, national origin or disability, or any other characteristic protected by federal, Texas or local law.

43.2 Accommodations and modifications. The Landlord will consider requests for reasonable accommodations and reasonable modifications under Sections 14 and 18. The Tenant may make a request orally or in writing; the Landlord may ask that it be confirmed in writing.

43.3 Families with children. Rules in Schedule D apply to all residents equally and do not single out children except where reasonably necessary for safety.

44. Governing law, venue and jury trial

44.1 Governing law. This Lease is governed by the laws of the State of Texas and applicable federal law.

44.2 Venue. A lawsuit arising under this Lease will be brought in **[County where the property is located: _____]** County, Texas, where the Premises are located. An eviction suit will be filed in the justice precinct in which the Premises are located.

44.3 No jury waiver. Nothing in this Lease waives the right of either Party to a jury trial. The Tenant's right to a jury trial in an action brought under Chapter 92 of the Code cannot be waived.

44.4 Dispute resolution. Before filing a lawsuit, other than an eviction suit or a claim for emergency relief, each Party will give the other written notice of the dispute and a good-faith opportunity to discuss it for at least 14 days. The Parties may also agree to mediation, with each Party paying its own costs and sharing the mediator's fee equally.

45. Copy of the lease

45.1 Copy for the Tenant. Not later than the third business day after this Lease is signed by every Party, the Landlord will give at least one complete copy of the signed Lease, including all Schedules and addenda, to at least one Tenant.

45.2 Form of the copy. The Landlord will provide the copy on paper, or in electronic form if the Tenant asks for it, or by e-mail if the Parties have communicated by e-mail about this Lease.

45.3 Further copies. The Landlord will provide another copy on request, and to the representative of a deceased sole occupant's estate as Section 92.0162 of the Code requires.

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46. Entire agreement, amendment, waiver and severability

46.1 Entire agreement. This Lease, including Schedules A to D and any addendum signed by both Parties, is the entire agreement between the Parties about the Premises. It replaces all earlier discussions, advertisements and promises.

46.2 Amendment. This Lease may be changed only by a written document signed by the Landlord and every Tenant, except that the Landlord may change the community rules in Schedule D on reasonable written notice if the change applies to all residents, does not reduce the Tenant's material rights, and, for parking rules, follows Section 13.3.

46.3 Waiver. A Party does not waive a right by delaying or failing to enforce it, or by accepting Rent with knowledge of a default. A waiver is effective only if in writing, and applies only to the matter stated.

46.4 Severability. If a court finds any part of this Lease invalid or unenforceable, the rest of this Lease stays in force, and the invalid part will be enforced to the greatest extent the law allows.

46.5 Successors. This Lease binds and benefits the Parties and their heirs, personal representatives, successors and permitted assigns.

46.6 Time. Time is of the essence for payments. If a deadline falls on a Saturday, Sunday or legal holiday, it moves to the next business day, except for the late fee deadline in Section 7.2 and statutory deadlines that the law computes differently.

46.7 Conspicuous terms. The Parties acknowledge that the terms printed in bold in this Lease, including the repair remedies, the advance notice of surrender, the rekeying deduction, the security device notice and charges, the written security device requests, the smoke alarm notice, the specific repair costs paid by the Tenant, the statutory notices and, if it applies, the landlord's lien, have been brought to the Tenant's attention.

47. Counterparts and electronic signatures

47.1 Counterparts. This Lease may be signed in counterparts, each of which is an original, and all of which together are one document.

47.2 Electronic signatures. The Parties agree to conduct this transaction by electronic means. An electronic signature has the same effect as a handwritten signature, and an electronic record of this Lease satisfies any requirement that it be in writing. A signed copy delivered by e-mail or through an electronic signature service is as effective as an original.

47.3 Copies. A complete copy of the signed Lease kept by either Party may be used as the original.

LANDLORD
[Landlord's full legal name: _____]
By (signature):
Name and title of signer: [Name and title of the person signing for the landlord: _____]
Date: [Date the landlord signs: _____]

TENANT(S)
Each Tenant named in Section 1.1 signs below.
Tenant signature:

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Printed name: [Full names of all adult tenants: _____]
Date: [Date the tenants sign: _____]

Tenant signature:
Printed name:
Date:

GUARANTOR (only if a guarantor guarantees this Lease under Section 39)
Guarantor signature:
Printed name: [Guarantor name, or "None": _____]
Date: [Date the guarantor signs: _____]

Schedule A: Flood Disclosure Notice

This notice is part of the Lease for **[Property address with unit, city and ZIP code: _____]**. It is given at or before the signing of the Lease. The Landlord marks one box in each statement.

Floodplain notice

"[Landlord's full legal name: _____] ( ) is or ( ) is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood."

Flood history notice

"[Landlord's full legal name: _____] ( ) is or ( ) is not aware that the dwelling you are renting has flooded at least once within the last five years."

In this Schedule, "100-year floodplain" means any area of land designated by the Federal Emergency Management Agency as a flood hazard area with a one percent or greater chance of flooding each year, and "flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by the overflow of inland or tidal waters, the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream or drainage ditch, or excessive rainfall.

The Landlord and the Tenant sign below to evidence the provision and receipt of these notices.

Landlord signature:
Date: [Date the landlord signs: _____]

Tenant signature(s):
Date: [Date the tenants sign: _____]

Schedule B: Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards (complete only if the Premises were built before 1978)

Lead Warning Statement

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Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (mark one and explain):
( ) Known lead-based paint and/or lead-based paint hazards are present in the housing.
( ) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
Explanation: [Known lead-based paint or hazards, or "None known": _____]

(b) Records and reports available to the lessor (mark one):
( ) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing, listed here: [Lead reports or records given to the tenant: _____]
( ) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's acknowledgment (lessee initials each line)

(c) Lessee has received copies of all information listed above. Initials:
(d) Lessee has received the pamphlet "Protect Your Family From Lead in Your Home". Initials:

Agent's acknowledgment (if an agent is involved)

(e) Agent **[Leasing agent for the lead disclosure, or "None": _____]** has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his or her responsibility to ensure compliance. Initials:

Certification of accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor signature:
Date: [Date the landlord signs: _____]

Lessee signature(s):
Date: [Date the tenants sign: _____]

Agent signature (if any):
Date:

Schedule C: Move-In and Move-Out Condition Checklist

Premises: **[Property address with unit, city and ZIP code: _____]**. For each item, write the condition at move-in and at move-out (for example "new", "good", "worn", "damaged") and describe any damage, stains, holes or missing parts. Attach dated photographs where helpful.

Entry and living areas: front door, locks and keyless bolt, door viewer; walls and ceilings; floors and

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carpet; windows, latches and screens; blinds and window coverings; light fixtures and switches; outlets; closets.

Kitchen: refrigerator; range and oven; dishwasher; microwave; disposal; sink and faucet; cabinets and counters; floor; exhaust fan; light fixtures.

Bathroom(s): toilet; tub or shower; sink and faucet; vanity and mirror; tile and caulking; exhaust fan; towel bars; floor.

Bedroom(s): walls and ceilings; floors and carpet; windows, latches and screens; closets and doors; light fixtures.

Sliding glass doors: pin lock; handle latch or security bar; glass; track; screen.

Systems and other: heating and air conditioning; filter size and location; water heater; washer and dryer connections or appliances; garage or carport and opener; patio, balcony or yard; fences and gates; mailbox key.

Smoke alarms: location of each alarm (each bedroom, each corridor serving bedrooms, each level), date tested at move-in, and result.

Keys and devices given to the Tenant: door keys; mailbox keys; access cards or fobs; garage openers; parking permits.

Date the security devices were rekeyed after the prior tenant: [Date the locks were rekeyed after the prior tenant: _____]

Move-in inspection completed on **[First day of the lease term: _____]** or the date written here:
Landlord signature:
Tenant signature(s):

Move-out inspection completed on the date written here:
Landlord signature:
Tenant signature(s):

Schedule D: PARKING RULES and Community Rules

This Schedule is part of the Lease and is signed by the Tenant. The Parking Rules in Part 1 were given to the Tenant before the Lease was signed.

PARKING RULES (Part 1)

1. **Spaces.** Park only in the space(s) assigned in Section 4.3 or in unreserved resident spaces. Guests park only in marked guest spaces, if any.
2. **Vehicles.** Each vehicle must be operable, currently registered and insured. Boats, trailers, recreational vehicles and commercial vehicles over one ton may not be parked on the Property without written consent.
3. **Prohibited areas.** Do not park in fire lanes, on lawns or sidewalks, in front of dumpsters, in accessible spaces without a valid placard or plate, or so as to block another vehicle or a driveway.

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4.

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Repairs and washing. No vehicle repairs other than minor emergency repairs, and no washing of vehicles except where designated.

5. **Towing.** Vehicles parked in breach of these rules may be towed at the vehicle owner's expense by **[Towing company name and phone number: _____]** after any notice required by Texas towing law and the signs posted on the Property.
6. **Changes.** Changes to these Parking Rules take effect only as Section 13.3 of the Lease allows.

Community rules (Part 2)

1. **Quiet hours.** Keep noise at a level that does not disturb neighbors, especially between 10:00 p.m. and 8:00 a.m.
2. **Trash.** Place bagged trash in the containers provided. Do not leave trash outside doors or on balconies.
3. **Balconies and patios.** Keep them neat. Do not use charcoal or gas grills on them where the fire code forbids it, and do not hang laundry or store trash there.
4. **Common areas and amenities.** Use them for their intended purpose and follow posted hours. Children must be supervised where safety requires, and adults are responsible for their Guests.
5. **Pets.** An approved pet must be leashed or carried in common areas, and the owner must pick up waste at once. Pets may not disturb others or be left unattended outside.
6. **Plumbing.** Do not flush wipes, grease, paper towels or other items that can block lines.
7. **Safety.** Do not tamper with smoke alarms, sprinklers, fire extinguishers or emergency lighting, and do not prop open security gates or doors.
8. **Accommodations.** Any rule in this Schedule is subject to reasonable accommodation for a person with a disability.

Tenant signature(s):
Date: [Date the tenants sign: _____]

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