

TEXAS RESIDENTIAL LEASE AGREEMENT

THIS LEASE AGREEMENT hereinafter known as the "Lease" is made and entered into this ____ day of _____, 20____, by and between the Landlord known as _____ with a mailing address _____

_____,
in the City of _____, State of Texas hereinafter known as the "Landlord" and the Tenant(s) known as _____, _____, _____, hereinafter known as the "Tenant(s)" for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

PROPERTY. Landlord owns property and improvements located at _____

_____,
City of _____, State of Texas (hereinafter referred to as the "Property"). Landlord desires to lease the Property to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord upon the terms and conditions contained herein.

LEASE TERM. This Lease shall commence on ____ day of _____, 20____, and end on ____ day of _____, 20____, at 11:59 PM local time (hereinafter referred to as the "Term"). Upon the end of the Term, Tenant shall be required to vacate the Property unless one of the following circumstances occur:

- A. Landlord and Tenant formally extend this Lease in writing or create and execute a new, written and signed Lease; Or
- B. Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least ____ days prior to the desired date or the minimum time period required by the State, whichever is less. Notices to terminate may be given on any calendar day, irrespective of the commencement date. Rent shall continue at the rate specified in this Lease, or as allowed by law. All other terms and conditions as outlined in this Lease shall remain in full force and effect.

RENT. Tenant shall pay to Landlord the sum of \$_____ per month (hereinafter referred to as "Rent") for the Term of the Lease. The due date for Rent payment shall be the ____ day of each calendar month and shall be considered an advance

payment for that month (hereinafter referred to as the "Due Date"). Weekends and holidays do not delay or excuse Tenant's obligation to pay Rent on time.

- A. **Late Fee.** If rent is not paid by the due date outlined in this lease, a late fee of \$ ____ or ____ % will be assessed to the balance due after a 2-day grace period. A daily fee of \$ ____ will be charged for payments after the grace period expires, not to exceed State regulations.
- B. **Returned Checks.** In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$_____ to Landlord for each such check, plus late Rent penalties, as described above, until Landlord has received payment.
- C. **Order in which Funds are Applied.** The landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to Rent, regardless of any notations on a check.
- D. **Rent Increases.** There will be no rent increases through the Term of the Lease. If this Lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the ____ day after the notice is provided.

SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of \$_____ (hereinafter referred to as the "Security Deposit") receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Property during the term hereof. The landlord may place the Security Deposit in an interest-bearing account and any interest earned will be paid to Landlord.

- A. **Refunds.** Upon termination of the tenancy, all funds held by the landlord as a Security Deposit may be applied to the payment of accrued rent and the number of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Lease or with any and all laws, ordinances, rules, and orders of any and all governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.
- B. **Deductions.** The landlord may deduct reasonable charges from the Security Deposit for unpaid rent; late charges; costs of reletting, if Tenant is in default; unpaid utilities; replacing unreturned keys, garage door openers, or other devices; costs of cleaning and repairing the Property and its contents for which tenant is responsible; pet violations; removal of unauthorized locks or fixtures; removing abandoned or illegally parked vehicles; attorney fees and costs of court incurred in any proceeding against Tenant. If deductions exceed the Security Deposit, Tenant will pay Landlord the excess amount within ten (10) days after Landlord makes written demand. The Security Deposit will be

applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

- C. **Return.** The Landlord shall return the Security Deposit to the Tenant within the requirements within the State or sixty (60) days from the end of the Term, whichever is less.

USE OF PROPERTY. The Property shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of only the following named person(s):

and to be used exclusively as a private single-family dwelling, and no part of the Property shall be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Property without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules, and orders of any and all governmental authorities affecting the cleanliness, use, occupancy, and preservation of the Property.

CONDITION. Tenant stipulates, represents, and warrants that Tenant has examined the Property and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition.

ASSIGNMENT. Under this Lease:

Subletting Not Allowed. Tenant shall not assign this Lease or sublet or grant any license to use the Property or any part thereof without the prior written consent of the Landlord. A consent by Landlord to one such assignment, sub-letting, or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Lease.

Subletting Allowed. Tenant shall have the right to sublet and grant a license to other individuals to use the Property or any part thereof without the prior written consent of the Landlord. In the event the Tenant shall sublet the Property, notice shall be given to the Landlord within ____ days of the SubTenant(s) name and address. In the event the SubTenant(s) violates any portion of this Lease, all liability shall be held against the Tenant.

RIGHT OF ENTRY. The Landlord shall have the right to enter the Property during normal working hours by providing at least ____ hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Property to prospective purchasers, mortgagees, or lessees upon reasonable notice.

ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the building or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the property at the expiration or earlier termination of this Lease.

NON-DELIVERY OF POSSESSION. In the event, the Landlord cannot deliver possession of the Property to Tenant upon the commencement of the Lease term, through no fault of Landlord, then Landlord shall have no liability, but the rental herein provided shall abate until possession is given. Landlord shall have ____ days in which to give possession and, if possession is tendered within such time, Tenant agrees to accept the demised Property and pay the rental herein provided from that date. In the event, possession cannot be delivered within such time, through no fault of Landlord, then this Lease and all rights hereunder shall terminate.

HAZARDOUS MATERIALS. Tenant shall not keep on the Property any item of a dangerous, flammable or explosive nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

UTILITIES. The Landlord shall provide the following utilities and services to the Tenant(s): _____. Any other utilities or services not mentioned will be the responsibility of the Tenant(s).

LANDLORD LIABILITY AND TENANT REMEDIES; NOTICE AND TIME FOR REPAIR.

- A. A landlord's liability under this section is subject to Section 92.052(b) regarding conditions that are caused by a tenant and Section 92.054 regarding conditions that are insured casualties. A landlord is liable to a tenant as provided by this subchapter if:
 - i. the tenant has given the landlord notice to repair or remedy a condition by giving that notice to the person to whom or to the place where the tenant's rent is normally paid;

- ii. the condition materially affects the physical health or safety of an ordinary tenant;
 - iii. the tenant has given the landlord a subsequent written notice to repair or remedy the condition after a reasonable time to repair or remedy the condition following the notice given under Subdivision (1) or the tenant has given the notice under Subdivision (1) by sending that notice by certified mail, return receipt requested, by registered mail, or by another form of mail that allows tracking of delivery from the United States Postal Service or a private delivery service;
 - iv. the landlord has had a reasonable time to repair or remedy the condition after the landlord received the tenant's notice under Subdivision (1) and, if applicable, the tenant's subsequent notice under Subdivision (3);
 - v. the landlord has not made a diligent effort to repair or remedy the condition after the landlord received the tenant's notice under Subdivision (1) and, if applicable, the tenant's notice under Subdivision (3); and
 - vi. the tenant was not delinquent in the payment of rent at the time any notice required by this subsection was given.
- B. For purposes of Subsection (b)(4) or (5), a landlord is considered to have received the tenant's notice when the landlord or the landlord's agent or employee has actually received the notice or when the United States Postal Service has attempted to deliver the notice to the landlord.
- C. For purposes of Subsection (b)(3) or (4), in determining whether a period of time is a reasonable time to repair or remedy a condition, there is a rebuttable presumption that seven days is a reasonable time. To rebut that presumption, the date on which the landlord received the tenant's notice, the severity and nature of the condition, and the reasonable availability of materials and labor and of utilities from a utility company must be considered.
- D. Except as provided in Subsection (f), a tenant to whom a landlord is liable under Subsection (b) of this section may:
- i. terminate the lease;
 - ii. have the condition repaired or remedied according to Section 92.0561;
 - iii. deduct from the tenant's rent, without necessity of judicial action, the cost of the repair or remedy according to Section 92.0561; and
 - iv. obtain judicial remedies according to Section 92.0563.
- E. A tenant who elects to terminate the lease under Subsection (e) is:
- i. entitled to a pro rata refund of rent from the date of termination or the date the tenant moves out, whichever is later;
 - ii. entitled to deduct the tenant's security deposit from the tenant's rent without necessity of lawsuit or obtain a refund of the tenant's security deposit according to law; and

- iii. (3) not entitled to the other repair and deduct remedies under Section 92.0561 or the judicial remedies under Subdivisions (1) and (2) of Subsection (a) of Section 92.0563.

PETS. Under this Lease:

Pets Allowed. The Tenant shall be allowed to have ____ pet(s) on the Property consisting of Dogs Cats Fish Other _____ not weighing more than ____ pounds. The Landlord shall administer a fee of \$_____ per pet on the Property. Landlord shall be held harmless in the event any of the Tenant's pets cause harm, injury, death, or sickness to another individual or animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any authorized or unauthorized animal and for all costs Landlord may incur in removing or causing any animal to be removed.

Pets Not Allowed. There shall be no animals permitted on the Property or in any common areas UNLESS said pet is legally allowed under the law in regard to assistance with a disability. Pets shall include, but not be limited to, any mammal, reptile, bird, fish, rodents, or insects on the Property.

QUIET ENJOYMENT. Upon payment of all sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, Tenant shall and may peacefully and quietly have, hold, and enjoy said Property for the term hereof.

INDEMNIFICATION. Landlord shall not be liable for any injury to the tenant, tenant's family, guests, or employees or to any person entering the Property and shall not be liable for any damage to the building in which the Property is located or to goods or equipment, or to the structure or equipment of the structure in which the Property is located, and Tenant hereby agrees to indemnify, defend, and hold Landlord harmless from any and all claims or assertions of every kind and nature.

DEFAULT. If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Lease, other than the covenant to pay rent or of any present rules and regulations, or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, Landlord may terminate this Lease ____ days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof. If Tenant fails to pay rent when due and the default continues for ____ days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights

and remedies available to Landlord at law or in equity or may immediately terminate this Lease.

ABANDONMENT. If at any time during the Term of this Lease Tenant abandons the Property or any part thereof, Landlord may, at Landlord's option, obtain possession of the Property in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatsoever. The landlord may, at Landlord's discretion, as agent for Tenant, relet the Property, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If the Landlord's right of reentry is exercised following the abandonment of the Property by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Property to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

ATTORNEYS' FEES. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses so incurred, including reasonable attorneys' fee.

COMPLIANCE WITH LAW. The Tenant(s) agrees that during the term of the Lease, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their departments, bureaus, boards, commissions, and officials thereof with respect to the Property, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

SEVERABILITY. If any provision of this Lease or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Lease or the application of the provision to other persons, entities, or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

BINDING EFFECT. The covenants, obligations, and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Lease shall not be modified, changed, altered, or amended in any way except through a written amendment signed by all of the parties hereto.

EMERGENCY PHONE NUMBER. In the case of an emergency, Landlord or a property manager can be reached at _____ to report a problem.

NOTICE. Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address: _____.

PARKING. Attached to this lease agreement are the terms for the parking policy, which must be completed and signed by Tenant and Landlord.

EARLY TERMINATION. The Tenant(s):

- Shall have the right to terminate this Lease at any time by providing at least ____ days' written notice to the Landlord along with an early termination fee of \$____. During the notice period for termination, the Tenant(s) will remain responsible for the payment of rent.
- Shall not have the right to terminate this Lease.

SMOKING POLICY. Smoking on the Property is:

- Permitted in the following areas: _____.
- Prohibited on the Property.

DISPUTES. If a dispute arises during or after the term of this Lease between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

RETALIATION. The Landlord is prohibited from making any type of retaliatory acts against the Tenant(s) including but not limited to restricting access to the Property, decreasing or canceling services or utilities, failure to repair appliances or fixtures, or any other type of activity that could be considered unjustified.

EQUAL HOUSING. If the Tenant(s) possesses any mental or physical impairment, the Landlord shall provide reasonable modifications to the Property unless the modifications would be too difficult or expensive for the Landlord to provide. Any impairment(s) of the Tenant(s) are encouraged to be provided and presented to the Landlord in writing in order to seek the most appropriate route for providing the modifications to the Property.

PROPERTY DEEMED UNINHABITABLE. If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Lease by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the property back to a livable condition in addition to any other losses that can be proved by the Landlord.

LEAD-BASED PAINT DISCLOSURE. If the Property was constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

ENTIRE AGREEMENT. This Lease and, if any, attached documents are the complete agreement between the Landlord and Tenant concerning the Property and the total building facilities. There are no oral agreements, understandings, promises, or representations between the landlord and tenant affecting this Lease. All prior negotiations and understandings, if any, between the parties hereto with respect to the Property and the total building facilities shall be of no force or effect and shall not be used to interpret this Lease.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease in multiple originals as of the undersigned date(s).

Landlord's Signature _____ Date _____
Print Name _____

Tenant's Signature _____ Date _____
Print Name _____

Tenant's Signature _____ Date _____
Print Name _____

Tenant's Signature _____ Date _____
Print Name _____

REQUIRED LEASE DISCLOSURES & ADDENDUMS IN TEXAS

The following disclosures or addendums are either required for some or all residential lease agreements in Texas.

1. **Parking Rules Disclosure** - for multi-unit complexes with parking rules.
2. **Lead Based Paint Disclosure** - for rental units built prior to 1978.

PARKING SPACE RENTAL AGREEMENT

THIS AGREEMENT made and entered into between _____, "Landlord" and _____, _____, and _____, "Tenant(s)" for a parking space located at: _____.

TERM. The term of this agreement shall begin on the ____ day of _____, 20____ and continue: (Check One)

- until the ____ day of _____, 20____.
- on a month to month basis. Termination may be made by either party with at least ____ days' written notice. All notices shall be sent to the parties' listed above.

RENT. The rental payment shall be due on the ____ of every month in the amount of _____ dollars (\$_____). Payment shall be delivered to the Landlord by the Tenant in the following manner: _____.

SUBLETTING. The Tenant is not allowed to sublease (sublet) the space without the direct written consent from the Landlord.

CURRENT REGISTRATION & INSURANCE. Tenant may only use the space for vehicles that are up-to-date with all State and local registration. In addition, all vehicles must maintain current with insurance that is legal under the State of registration.

MAINTENANCE. Tenant is required to keep the vehicle in good repair and free of hazardous leaks of oils or liquids. No repairs of any type are allowed on the parking space and, if needed, must be towed to a location that allows such activities.

USE OF SPACE & DAMAGE. The use of the space may only be for the parking of a vehicle that is owned/leased by the owner. No storage of personal property may be allowed in the space. Landlord is not liable for any damage done to the vehicle or personal property taken from it. All liability to the vehicle and personal property will be responsibility of the Tenant.

GOVERNING LAW. This agreement shall be governed under the laws in the State of Texas.

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.

Landlord Date

Tenant Date

Agent Date

Landlord Date

Tenant Date

Agent Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED
PAINT HAZARDS LEAD WARNING STATEMENT**

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 (check (i) or (ii) below):

i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

b) Records and reports available to the lessor (check (i) or (ii) below):

i) _____ 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 (list documents below).

ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

c) _____ Lessee has received copies of all information listed above.

d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgment (initial)

e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

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	Date
_____	_____
Lessee	Date
_____	_____
Agent	Date

_____	_____
Lessor	Date
_____	_____
Lessee	Date
_____	_____
Agent	Date