

# LEASE AGREEMENT

1) **PARTIES:** The parties to this agreement (Lease) are the owner of the Property:

PlaceToLive Property Management, LLC (Landlord) and \_\_\_\_\_ (Tenant).

2) **PROPERTY:** Landlord leases to Tenant that certain real property known as

\_\_\_\_\_, UNIT# \_\_\_\_\_ (address)  
or as described on attached exhibit together with all its improvements including the following non-real estate items \_\_\_\_\_  
(the Property) also described as (legal description recommended if lease is for one year or more):

3) **TERM:** This Lease commences on \_\_\_\_\_ (Commencement Date) and ends on \_\_\_\_\_ (Termination Date).

4) **AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This lease will automatically renew on a month-to-month basis unless either party provides the other party written notice of termination at least thirty (30) days before the Termination Date or the end of any renewal period. VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES. If this Lease is automatically renewed on a month-to-month basis, either party may terminate the renewal of this Lease by providing written notice to the other party and the renewal will terminate:

On the last day of the month in which the notice is given if notice is given on the first day of the month. If the notice is given on a day other than the first day of the month, the renewal will terminate on the last day of the month following the month in which the notice is given.

5) **RENT:**

A. **Monthly Rent:** Tenant will pay monthly rent in the amount of \$ \_\_\_\_\_ for each full month during this Lease. The first full month's rent is due and payable before move-in. Thereafter, Tenant will pay the monthly rent on or before the **Third day** of each month during this Lease. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

B. **Prorated Rent:** Tenant will pay as prorated rent for usage of property prior to the Commencement Date the sum of \$ \_\_\_\_\_ on or before \_\_\_\_\_.

C. **Place of Payment:** Tenant shall pay the rent at the Landlord's office, or at such other place as may be designated by the Landlord. Except as may otherwise be required by law, or by the Landlord, all rental payments made by Tenant to Landlord be dishonored by Tenant's bank, Landlord shall have the right to require that all future rent payments, except as may otherwise be required by law, be paid by money order or certified check. Upon request, Landlord can provide Tenant with a written receipt for all monies received by the Landlord from the Tenant. Under no circumstances will cash be accepted.

D. **Method of Payment:** Tenant must pay all rent timely and without demand, deduction or offset, except as permitted by this Lease. Time is of the essence for the payment of rent (strict compliance with rental due dates is required). Tenant must pay all rent by money order, cashier's check, or other means acceptable to Landlord. If multiple Tenants occupy the Property, Landlord may require Tenants to pay monthly rents by one check or draft. By providing written notice to Tenant, Landlord may require Tenant to pay the amounts due under this Lease by certified funds.

E. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (such as bank yard).

F. Rent Increases: There will be no rent increases through the Termination Date. 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 30th day after the notice is provided.

6. **LATE CHARGES**: If Tenant fails to timely pay any month's rent, Tenant will pay Landlord and initial late charge of **\$35.00** plus additional late charges of **\$10.00** per day thereafter until rent is paid in full. If Landlord receives the monthly rent by the 3rd day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent (including reporting late payments to consumer reporting agencies).

7. **RETURNED CHECKS**: Tenant will pay **\$35.00** (not to exceed \$39) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment.

8. **APPLICATION OF FUNDS**: 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.

9. **PETS**: THERE WILL BE NO PETS, unless authorized by a separate written pet agreement. Tenant must not permit any pet, including mammals, reptiles, birds, fish, rodents, or insects on the Property, even temporarily, unless otherwise agreed by a separate written pet agreement. If Tenant violates the pet restrictions of this Lease, Tenant will pay Landlord a fee of \$50.00 per day per pet for each day Tenant violates the pet restrictions as additional rent for any unauthorized pet. Landlord may remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized pet. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized pet and for all costs Landlord may incur in removing or causing any unauthorized pet to be removed.

10. **DELAY OF OCCUPANCY**: If Tenant is unable to occupy the Property on the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Landlord will not be liable to Tenant for such delay and this Lease will remain enforceable. Landlord will abate rent on a daily basis during any delay. If Tenant is unable to occupy the Property after the third (3rd) day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. These conditions do not apply to any delay in occupancy caused by cleaning or repairs.

#### 11. **SECURITY DEPOSIT:**

A. Security Deposit: Upon execution of this Lease, Tenant will pay a security deposit to Landlord in the amount of **\$350.00**. "Security deposit has the meaning assigned to that term in §92.102 of the Texas Property Code. No interest will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative. **Notice: §92.108 of the Texas Property code provides that Tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. Bad faith violations of §92.108 may subject Tenant to liability up to three times the rent wrongfully withheld and the Landlord's reasonable attorney's fees.**

B. Refund: Sub-chapter C of Chapter 92 of the Texas Property Code governs the obligations of the parties regarding the security deposit. Tenant must give Landlord at least {30} day's written notice of surrender before Landlord is obligated to refund or account for the security deposit. **Notice: The Texas Property code does not obligate Landlord to return or account for the security deposit until 30 days after Tenant surrenders the Property (vacating and returning all keys and access devices) and gives Landlord a written statement of Tenant's forwarding address.**

C. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
  - (a) unpaid or accelerated rent;
  - (b) late charges;
  - (c) unpaid utilities;
  - (d) costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
  - (e) pet violation charges;
  - (f) replacing unreturned keys, garage door openers or other security devices;
  - (g) the removal of unauthorized locks or fixtures installed by Tenant;
  - (h) insufficient light bulbs;
  - (i) packing, removing, and storing abandoned property;
  - (j) removing abandoned or illegally parked vehicles;
  - (k) costs of reletting, if Tenant is in default;
  - (l) attorney fees and costs of court incurred in any proceeding against Tenant;
  - (m) any fee due for early removal of an authorized key box; and
  - (n) other items tenant is responsible to pay under this Lease.
- (2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess 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.

**12. UTILITIES:** Landlord will pay all charges for heat, water, sewerage, and electricity used in the Property during the term of this Lease, and any extension thereof. Tenant shall, however, for each three-month period in which the total of such charged for heat, water, sewerage and electricity exceed **\$100.00** per unit per month in a two/one bedroom, one-bath unit. Tenant agrees to reimburse Landlord, as additional rent, Tenant's portion of such excess utility charges. Landlord agrees to bill Tenant for the amount due from Tenant for each three-month period. Landlord further agrees to make available utility and governmental bills and all calculations used to determine Tenant's share in Landlord's office on the same day the bills are mailed and for seven days thereafter.

### **13. USE AND OCCUPANCY:**

A. Occupant: Tenant may use the Property as a private dwelling only. If Tenant fails to occupy and take possession of the Property within five (5) days of the Commencement Date, Tenant will be in default. The only persons Tenant may permit to reside in the Property during the term of this Lease will be (include names of all occupants):

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B. Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home or work) no later than five (5) days of any change. Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will pay any fines or other charges assessed against Tenant or Landlord for violations by Tenant of any owners' association rule or restrictive covenant.

- C. Prohibitions: Tenant may not permit any part of the Property to be used for:
- (1) any activity which is a nuisance, offensive, noisy, or dangerous;
  - (2) the repair of any vehicle;
  - (3) any business of any type, including child care;
  - (4) any activity which violates any applicable owner's association rule or restrictive covenant;
  - (5) any illegal or unlawful activity; or
  - (6) other activities which will obstruct, interfere with, or infringe on the rights of other persons near the Property.
- D. Guests: Tenants may not permit any guest to stay on or in the Property longer than the lesser of:
- (1) the amount of time permitted by any owners' association rule or restrictive covenant; or
  - (2) Ten days without Landlord's written permission.

**14. VEHICLE PARKING:** Tenant will obey all parking and speed regulations which Landlord may promulgate or post, and part, in the designated parking area. Tenant shall not use any parking area on Landlord's property for the storage or repair of any motor vehicle or other property and will remove any unauthorized vehicles or other property from said parking areas promptly at the request of Landlord. Tenant does hereby further irrevocably constitute and appoint Landlord as Tenant's attorney in fact to remove any unauthorized vehicles or other property parked or stored in violation of this Lease, and to store the same at the expense of Tenant in such place or places as Landlord, in its sole discretion, may deem proper. Any vehicle or other property parked, or stored, so as to block or inhibit access to any dumpster or fire lane will be towed, or otherwise removed, at its owner's risk and expense.

**15. ACCESS BY LANDLORD:** Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. If Tenant fails to permit reasonable access under this paragraph, Tenant will be in default. Landlord or anyone authorized by Landlord may enter the Property by reasonable means at reasonable times without notice to:

- A. inspect the Property for condition;
- B. make repairs;
- C. show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. exercise a contractual or statutory lien;
- E. leave written notices; or
- F. seize nonexempt property after default.

**16. KEYBOX AUTHORIZATION:**

A. **NOTICE:** A key box is a locked container in which a key to the Property is placed. The key box may be placed on the Property and opened with a special key, combination, or electric card. Key boxes make it more convenient for the Property to be shown or repaired. All persons who have the special keys, combinations, or cards may have access to the Property. The use of a key box involves risk (such as unauthorized entry, property damage, or personal injury). If a key box is authorized Tenant should: (i) safeguard and/or remove all jewelry and valuables; (ii) discuss advantages and disadvantages of the key box with real estate professionals, insurance agents, or attorneys; and (iii) obtain personal property insurance. Check one:

- (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place a key box with a key on the Property during the last 30 days of this Lease or any renewal.
- (2) Tenant does not authorize a key box to be placed on the Property. Tenant understands that by denying authorization Tenant must pay Landlord fee equal to one month rent as consideration for the denial of authorization.

B. If a key box is authorized. Tenant may withdraw Tenant's authorization to place a key box on the Property by providing written notice to Landlord and paying Landlord a fee equal to one month's rent as consideration for the withdrawal. Landlord will remove the key box within a reasonable time after receipt of the notice of withdrawal and the required fee.

C. Landlord, Landlord's property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family or occupants for any damages, injuries, or losses arising from use of the key box unless caused by the negligence of Landlord, Landlord's property manager, or Landlord's broker. Tenant assumes all risk of any loss, damage, or injury.

**17. MOVE-IN CONDITION:** Tenant has inspected and accepts the Property AS IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in this Lease. Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease. Tenant will complete an Inventory and condition Form, noting any defects or damages to the Property, and deliver it to Landlord within 48 hours after the Commencement Date. Tenant's failure to timely deliver the Inventory and Condition Form will be deemed as Tenant's acceptance of the Property in a clean and good condition. The Inventory and Condition Form is not a request for maintenance or repairs. Tenant must direct all requests for repairs in compliance with paragraph 20.

**18. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:** Tenant will surrender the Property in the same condition as when received, normal wear and tear expected. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Tenant will leave the property in a clean condition free of all trash, debris, and any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant surrenders possession of the Property, all such personal property or belongings will be forfeited to and become the property of Landlord. "Surrender" means vacating the Property and returning all keys and access devices to Landlord.

**19. PROPERTY MAINTENANCE:**

A. Tenant's General Responsibilities: Tenant, at Tenant's expense must:

- (1) Keep the Property clean and sanitary;
- (2) Promptly dispose of all garbage in appropriate receptacles;
- (3) Supply and change heating and air conditioning filters at least once a month;
- (4) Supply and replace light bulbs and smoke detector batteries;
- (5) Promptly eliminate any dangerous condition on the Property caused by Tenant or Tenant's guests;
- (6) Take precautions to prevent broken water pipes due to freezing;
- (7) Replace any lost or misplaced keys;
- (8) Pay any periodic, preventative, or additional extermination costs desired by Tenant; and
- (9) Promptly notify Landlord of all needed repairs.

B. Condition of Premises: At all times during the tenancy, Landlord will comply with all applicable provision of any Federal, State, County or municipal statute, Code, regulation or ordinance governing the maintenance, construction, use or appearance of the Premises and the property of which it is a part.

C. Existing Damages: Tenant agrees that they are accepting the premises and furnishing as-is. Tenant shall complete and sign a move-in inventory form that must be returned to the leasing office no later than 72 hours from the commencement date of this contract. Any existing damages or defects to the leased premises, furnishings and the common shared areas must be noted on this form by Tenant. If this form is not returned within the noted 72-hour period, Landlord will assume that everything in the leased premises is in working condition, clean and safe.

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, or other fixtures, such fixtures will become the property of the landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may NOT:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture on the Property;
- (5) install new or additional telephone or television cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) replace or remove carpet, paint, or wallpaper;
- (7) install or change any fixture;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased.
- (9) dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the Property;
- (10) cause or allow any mechanic's materialman's lien to be filed against any portion of the Property or Tenant's interest in this Lease.

**20. REPAIRS:**

A. Repairs to be Paid by Tenant: Tenant will pay Landlord or any repairman Landlord directs Tenant to pay the cost to repair;

- (1) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant;
- (2) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the property;
- (3) damage to doors, windows, or screens; and
- (4) damage from windows or doors left open.

B. Repairs to be Paid by Landlord: Landlord will pay the cost to repair:

- (1) a condition caused by the Landlord or the negligence of the Landlord;
- (2) wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment; and
- (3) a condition that is not Tenant's obligation to pay under paragraph 20A and that adversely affects the health or safety of an ordinary tenant.

C. Items Not to be Repaired: Landlord does not warrant and will not repair or replace the following:

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D. All other repairs: Except for repairs under paragraphs 20A, 20B, and 20C, Tenant will pay Landlord or any repairman Landlord directs Tenant to pay, the first \$60.00 of the cost to repair any condition in need of repair, and Landlord will pay the remainder.

E. **Repair Requests and Completion of Repairs:** Subchapter B of Chapter 92 of the Texas Property Code governs the rights and obligations of the parties regarding repairs. All requests for repairs must be in writing and delivered to Landlord. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of repairmen, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord any repair costs that Tenant is obligated to pay, Tenant will be in default. If Tenant is delinquent in rent at the time the repair notices are given, Landlord is not obligated to make the repairs.

F. **Trip Charges:** If Landlord or a repairperson is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges incurred.

## 21. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

A. Subchapter D of Chapter 92 of the Texas Property Code requires the Property to be equipped with certain types of locks and security devices and will govern the rights and obligations of the parties regarding security devices. "Security device" has the meaning assigned to that term in §92.151 of the Texas Property Code. **All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

B. If required by Subchapter D of Chapter 92 of the Texas Property Code, Landlord has rekeyed the security devices on the Property since the date the last tenant vacated the Property or will rekey the security devices no later than seven (7) days after Tenant moves into the Property.

22. **SMOKE DETECTORS:** Subchapter F of Chapter 92 of the Texas Property Code requires the Property to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the parties regarding smoke detectors. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. **Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611 of the Texas Property Code.**

23. **LIABILITY:** Unless caused by Landlord's negligence, Landlord is NOT responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or by the improper use by tenant, Tenant's guests, family, or occupants. **NOTICE: Tenant should secure tenant's own insurance coverage for protection against such liabilities and losses.**

24. **DEFAULT AND ACCELERATION OF RENTS:** If Landlord breaches this Lease; Tenant may seek any relief provided by the law. If Tenant fails to timely pay all rents due under this Lease or otherwise fails to comply with this Lease, for any reason, Tenant will be in default and Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least three (3) days written notice. Notice may be by any means permitted by §24.005 of the Texas Property Code (such as mail, personal delivery, affixing notice to inside of main door). If Tenant breaches this Lease, all rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies. If Tenant breaches this Lease, Tenant will be liable for:

- A. any lost rent;
- B. Landlord's cost of reletting the Property including brokerage fees, advertising fees, and other fees necessary to relet the Property;
- C. repairs to the Property for use beyond normal wear and tear;
- D. all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- E. all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges; and
- F. any other recover to which Landlord may be entitled by law.

**25. ABANDONMENT:** If Tenant abandons the Property, Tenant will be in default. "Abandon" means Tenant fails to comply with any provision of this lease and is absent from the Property for five (5) consecutive days.

**26. HOLDOVER:** If Tenant fails to vacate the Property on or before the Termination Date of this Lease or at the end of any renewal period, Tenant will pay rent for the holdover period and indemnify Landlord and/or prospective tenants for damages, including lost rent, lodging expenses, and attorneys' fees. In the event of holdover, Landlord at Landlord's option may extend this Lease up to one month by notifying Tenant, in writing. Rent for any holdover period will be two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

**27. RESIDENTIAL LANDLORD'S LIEN:** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C of Chapter 54 of the Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045 of the Texas Property Code.

**28. ASSIGNMENT AND SUBLETTING:** Tenant may not assign or sublet the Property without Landlord's written consent. An assignment or subletting of the Property without Landlord's written consent is voidable by Landlord. Under no circumstances will Tenant be released from Tenant's obligations in this Lease by virtue of an assignment of sublease.

**29. SUBORDINATION:** This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:

- A. any lien or encumbrance now or hereafter placed on the Property by Landlord;
- B. all advances made under any such lien or encumbrance;
- C. the interest payable on any such lien or encumbrance;
- D. any and all renewals and extensions of any such lien or encumbrance;
- E. any restrictive covenant; and
- F. the rights of any owner's association affecting the Property.

**NOTICE: Landlord's broker or any other broker to this transaction has NOT received any notice nor has any knowledge that Landlord is delinquent in payment of any lien against the Property or that the Property is posted for foreclosure.**

**30. CASUALTY LOSS OR CONDEMNATION:** Section 92.054 of the Texas Property Code governs the rights and obligations of the parties regarding any casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be the sole property of Landlord. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

**31. MILITARY:** If Tenant is or becomes a member of the Armed Forces on active duty and receives change of station orders to leave the county in which the Property is located and Tenant is not in default of this Lease, Tenant may terminate this lease by giving Landlord thirty (30) days written notice and a certified copy of the military orders. Military orders authorizing base housing do not constitute grounds for termination unless specifically waived.



**32. SPECIAL PROVISIONS:**

- Should this Lease be broken prior to the full term, security deposit will automatically be forfeited..
- Tenant to abide by Community Deed Restrictions. Violations of Deed Restrictions are a violation of this lease. Should Landlord receive notice of violations, Tenant shall be assessed the following fees: First- Warning, Second- \$250.00, Third- \$500.00, and Fourth- \$750.00, Fifth- Eviction.
- Should the property be sold, tenant will be given 60 day notice to vacate premises and agrees to do so.
- Landlords will provide own windows A/Cs. There is not heater in the unit. Tenant can obtain portable heater at tenant's cost.
- Tenant is advised to purchase her own Renter's Insurance to protect her own personal property in the property. Tenant is to keep her own trash container, which can be ordered from City of Houston Solid Waste Management Department.

**33. ATTORNEY'S FEES:** Any Person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, and all other costs of litigation from the nonprevailing party.

**34. REPRESENTATIONS:** Tenant's statements in this Lease and any Application for Rental are material representations relied upon by Landlord. Each party signing this lease states that he or she is of legal age to enter into a binding contract. If Tenant makes any misrepresentation in this lease or in any Application for Rental, Tenant is in default.

**35. NOISE & BEHAVIOR:** Tenant will not make, permit or facilitate any unseemly or disturbing noises or conduct by the Tenant, Tenant's family, employees, agents and/or guests; nor do, permit or facilitate any illegal or immoral conduct or obstruct or interfere with the rights, comforts or convenience of other tenants or Landlord. Tenant will be considered in default of the lease if such violation occurs, regardless of whether arrest or conviction results from such behavior. Tenant further agrees not to conduct, give or permit vocal or instrumental instruction or practice in the Premises. Tenant shall further prevent any person on the Premises with Tenant's permission from willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the building, the Condo, or the Premises or the facilities, equipment or appurtenances thereto, nor may the Tenant do any such thing.

**36. ILLEGAL DRUGS:** If Tenant, Tenant's employees, agents, invitees and/or guest, engage in, permit or facilitate any drug-related criminal activity on or about the Premises, Tenant will be deemed to have substantially and materially breached this Lease Agreement with such breach being grounds to terminate Tenant's occupancy of the Premises. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, dispensing, storage, use or possession of a "controlled substance" as define under Section 102 of the Comprehensive Drug Abuse Prevention and Control Act (21 USC 802(6), as amended) or if the Landlord has actual knowledge of or has reasonable cause to believe that the Tenant or any person on the premises with the consent of the Tenant previously has or presently is engaged in a violation as described in "Title 6. Subtitle C of the Texas Health & Safety Code".

**37. ADDENDA:** Incorporated into this Lease are the following addenda or other information:

- A. Lease Guaranty Agreement;
- B. Financial Aid Deferment Request;
- C. Consent To Release Student Information (FERPA Form);
- D. Smoke Detector Lease Addendum;
- E. Bed Bug Addendum;
- F. Brochure – Don't Let Bed Bugs Bite;
- G. Billing Form;
- H. (Other) \_\_\_\_\_

**38. AGREEMENT OF PARTIES:**

A. Entire Agreement: This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its renewal, or its termination is binding on all Tenants executing this Lease.

D. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

E. Severable Clauses: Should any clause in this Lease be found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this Lease will remain valid and enforceable.

F. Waiver: Landlord's past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach b Tenant or any other term, condition, or covenant in this Lease.

**39. NOTICES:** All notices under this Lease must be delivered to Tenant at the Property address and to Landlord or Landlord's representative at:

A. the address specified in paragraph 5C;

B. \_\_\_\_\_

**The terms of this Lease are negotiable among the parties. This is intended to be a legal agreement binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

**Landlord**

**Tenant**

Name \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_