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Residential Lease

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TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE APPLICATION

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Each occupant and co-applicant 18 years or older must submit a separate application.

Property Address: _____
Anticipated: Move-in Date: _____ Monthly Rent: \$ _____ Security Deposit: \$ _____
Initial Lease Term Requested: _____ (months)

Property Condition: **Applicant is strongly encouraged to view the Property prior to submitting any application.** Landlord makes no express or implied warranties as to the Property's condition. Applicant requests Landlord consider the following repairs or treatments should Applicant and Landlord enter into a lease: _____

Applicant was referred to Landlord by:

☐ Real estate agent _____ (name) _____ (phone) _____ (e-mail)
☐ Newspaper ☐ Sign ☐ Internet ☐ Other _____

Applicant's name (first, middle, last) _____

Is there a co-applicant? ☐ yes ☐ no ***If yes, co-applicant must submit a separate application.***

Applicant's former last name (maiden or married) _____

E-mail _____ Home Phone _____

Work Phone _____ Mobile/Pager _____

Soc. Sec. No. _____ Driver License No. _____ in _____ (state)

Date of Birth _____ Height _____ Weight _____ Eye Color _____

Hair Color _____ Marital Status _____ Citizenship _____ (country)

Emergency Contact: *(Do not insert the name of an occupant or co-applicant.)*

Name: _____

Address: _____

Phone: _____ E-mail: _____

Name all other persons who will occupy the Property:

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Applicant's Current Address: _____ Apt. No. _____
(city, state, zip)

Landlord or Property Manager's Name: _____ Email: _____

Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____

Date Moved-In _____ Move-Out Date _____ Rent \$ _____

Reason for move: _____

Applicant's Previous Address: _____ Apt. No. _____
(city, state, zip)

Residential Lease Application concerning _____

Landlord or Property Manager's Name: _____ Email: _____
Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____
Date Moved-In: _____ Move-Out Date: _____ Rent \$: _____
Reason for move: _____

Applicant's Current Employer: _____
Address: _____ (street, city, state, zip)
Supervisor's Name: _____ Phone: _____ Fax: _____
E-mail: _____
Start Date: _____ Gross Monthly Income: \$ _____ Position: _____
Note: If Applicant is self-employed, Landlord may require one or more previous year's tax return attested by a CPA, attorney, or other tax professional.

Applicant's Previous Employer: _____
Address: _____ (street, city, state, zip)
Supervisor's Name: _____ Phone: _____ Fax: _____
E-mail: _____
Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____

Describe other income Applicant wants considered: _____

List all vehicles to be parked on the Property:

Type	Year	Make	Model	License Plate No./State	Mo.Pymnt.

Will any pets (dogs, cats, birds, reptiles, fish, and other pets) be kept on the Property? ☐ yes ☐ no

If yes, list all pets to be kept on the Property:

Type & Breed	Name	Color	Weight	Age in Yrs.	Gender	Neutered?	Declawed?	Rabies Shots Current?	Bite History?
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
						<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

Yes No

<input type="checkbox"/>	<input type="checkbox"/>	Will any waterbeds or water-filled furniture be on the Property?
<input type="checkbox"/>	<input type="checkbox"/>	Does anyone who will occupy the Property smoke?
<input type="checkbox"/>	<input type="checkbox"/>	Will Applicant maintain renter's insurance?
<input type="checkbox"/>	<input type="checkbox"/>	Is Applicant or Applicant's spouse, even if separated, in military?
<input type="checkbox"/>	<input type="checkbox"/>	If yes, is the military person serving under orders limiting the military person's stay to one year or less?
<input type="checkbox"/>	<input type="checkbox"/>	Has Applicant ever:
<input type="checkbox"/>	<input type="checkbox"/>	been evicted?
<input type="checkbox"/>	<input type="checkbox"/>	been asked to move out by a landlord?
<input type="checkbox"/>	<input type="checkbox"/>	breached a lease or rental agreement?
<input type="checkbox"/>	<input type="checkbox"/>	filed for bankruptcy?
<input type="checkbox"/>	<input type="checkbox"/>	lost property in a foreclosure?
<input type="checkbox"/>	<input type="checkbox"/>	had <u>any</u> credit problems, including any outstanding debt (e.g., student loans or medical bills), slow-pays or delinquencies?
<input type="checkbox"/>	<input type="checkbox"/>	been convicted of a crime? If yes, provide the location, year, and type of conviction below.

Residential Lease Application concerning _____

- ☐ ☐ Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.
- ☐ ☐ Is there additional information Applicant wants considered?

Additional comments: _____

Authorization: Applicant authorizes Landlord and Landlord's agent, at any time before, during, or after any tenancy, to:

- (1) obtain a copy of Applicant's credit report;
- (2) obtain a criminal background check related to Applicant and any occupant; and
- (3) verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

Notice of Landlord's Right to Continue to Show the Property: Unless Landlord and Applicant enter into a separate written agreement otherwise, the Property remains on the market until a lease is signed by all parties and Landlord may continue to show the Property to other prospective tenants and accept another offer.

Privacy Policy: Landlord's agent or property manager maintains a privacy policy that is available upon request.

Fees: Applicant submits a non-refundable fee of \$_____ to _____ (entity or individual) for processing and reviewing this application. Applicant ☐ submits ☐ will not submit an application deposit of \$_____ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.

Acknowledgement & Representation:

- (1) Signing this application indicates that Applicant has had the opportunity to review Landlord's tenant selection criteria, which is available upon request. The tenant selection criteria may include factors such as criminal history, credit history, current income and rental history.
- (2) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare Applicant in breach of any lease the Applicant may sign.
- (3) Applicant represents that the statements in this application are true and complete.

Applicant's Signature _____

Date _____

For Landlord's Use:

On _____, _____ (name/initials) notified
☐ Applicant ☐ _____ by ☐ phone ☐ mail ☐ e-mail ☐ fax ☐ in person
that Applicant was ☐ approved ☐ not approved. Reason for disapproval: _____

Residential Lease Application concerning _____



TEXAS ASSOCIATION OF REALTORS®
AUTHORIZATION TO RELEASE INFORMATION
RELATED TO A RESIDENTIAL LEASE APPLICANT

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I, _____ (Applicant), have submitted an application
to lease a property located at _____
_____ (address, city, state, zip).

The landlord, broker, or landlord's representative is:

_____ (name)
_____ (address)
_____ (city, state, zip)
_____ (phone) _____ (fax)
_____ (e-mail)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

Applicant's Signature

Date

Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.



TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE GUARANTY

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- A. In consideration for Landlord leasing the Property to Tenant, the undersigned Guarantors guarantee the performance of all Tenants under the lease described below.

Landlord(s): _____

Tenant(s): _____

Property: _____

Commencement Date: _____ Expiration Date: _____ Monthly Rent: _____

- B. If any Tenant fails to make any payment under the lease, Guarantors will, upon demand, make such payment to Landlord or Landlord's agent. Payments under the lease include but are not limited to rent, late charges, returned check charges, attorney's fees, repair costs, pet charges, utility charges, reimbursements to Landlord, maintenance charges, charges for property damage, and other costs or charges specified in the lease. If Tenant otherwise breaches the lease, Guarantors will, upon demand: (1) cure the breach as the lease may require of Tenant; or (2) compensate Landlord for Landlord's loss resulting from the breach.
- C. This guaranty applies when the lease commences and continues until the lease ends, including any extension or renewal of the lease. The last date on which the renewal of the lease will renew the obligation of Guarantors is _____. Guarantors understand that Guarantors are liable under any renewal of the lease that occurs on or before that date so long as the renewal involves Landlord and Tenant and the financial obligations of Guarantor are not increased. Guarantors waive any rights to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease other than as that notice may pertain to this paragraph.
- D. Guarantors are jointly and severally liable for all provisions of this guaranty.
- E. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the non-prevailing party.
- F. Guarantors ☐ will ☐ will not submit (as Page 2 of this document) an application which authorizes Landlord or Landlord's agent to verify information related to Guarantors' creditworthiness.
- G. Special Provisions:

Guarantors may request a copy of the lease from the Tenant or the broker to the lease.

Guarantor's Signature Date
Printed Name _____

Guarantor's Signature Date
Printed Name _____



TEXAS ASSOCIATION OF REALTORS®

APPLICATION FOR GUARANTOR OF RESIDENTIAL LEASE

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This application relates to the following described lease:

Landlord(s): _____
Tenant(s): _____
Property: _____
Commencement Date: _____ Expiration Date: _____ Monthly Rent: _____

(1) Guarantor's name (*first, middle, last*): _____
Address: _____
E-mail: _____ Home Phone: _____
Work Phone: _____ Mobile/Pager: _____
Soc. Sec. No.: _____ Driver License No.: _____ in _____ (state)
Date of Birth: _____ Height: _____ Weight: _____ Eye Color: _____
Hair Color: _____ Marital Status: _____ Citizenship: _____ (country)
Employer: _____
Employer's Address: _____
Supervisor's Name: _____ Phone: _____ Fax: _____
Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

(2) Guarantor's name (*first, middle, last*): _____
Address: _____
E-mail: _____ Home Phone: _____
Work Phone: _____ Mobile/Pager: _____
Soc. Sec. No.: _____ Driver License No.: _____ in _____ (state)
Date of Birth: _____ Height: _____ Weight: _____ Eye Color: _____
Hair Color: _____ Marital Status: _____ Citizenship: _____ (country)
Employer: _____
Employer's Address: _____
Supervisor's Name: _____ Phone: _____ Fax: _____
Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

Guarantors submit the following non-refundable fee(s) for processing and reviewing this application:

\$ _____ for (1) Guarantor and \$ _____ for (2) Guarantor.

Guarantors authorize Landlord and Landlord's agents to obtain a copy of Guarantors' consumer or credit reports and to verify relevant information related to each Guarantor's creditworthiness from banks, creditors, employers, existing and previous landlords, and other persons.

Note: Landlord's broker maintains a privacy policy that is available upon request.

Guarantor's Signature Date

Guarantor's Signature Date



TEXAS ASSOCIATION OF REALTORS®

REQUEST FOR RENTAL HISTORY

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To: _____ (Landlord)

From: _____

Re: Lease Applicant: _____

The above-referenced Lease Applicant has made application to lease a property from the undersigned prospective landlord. The Lease Applicant reported that he or she previously leased the following property from you: _____ from _____ to _____. Enclosed is an authorization to release a rental history. Please provide the following information:

- (1) Beginning date of lease _____ Ending date _____ Monthly Rent \$ _____
- (2) Did the Lease Applicant timely pay rent? ☐ Yes ☐ No If no, how many times? _____
Dates late rent received: _____
- (3) Were any of Lease Applicant's checks returned unpaid by the bank? ☐ Yes ☐ No If yes, number of times? _____
- (4) Did the Lease Applicant owe you money when he or she left? ☐ Yes ☐ No If yes, how much? \$ _____
- (5) Did the Lease Applicant cause any damage to the property? ☐ Yes ☐ No. If yes, explain in (11).
- (6) Did the Lease Applicant have a pet? ☐ Yes ☐ No
- (7) Did the Lease Applicant violate the lease? ☐ Yes ☐ No
- (8) To your knowledge, did the Lease Applicant or anyone living with the Lease Applicant have a criminal record? ☐ Yes ☐ No. If yes, explain in (11).
- (9) Would you lease the property to the Lease Applicant again? ☐ Yes ☐ No. If no, explain in (11).
- (10) Was the lease terminated early for any reason? ☐ Yes ☐ No. If yes, explain in (11).
- (11) Other relevant information: _____

Name of person completing this form: _____ Date _____

Please return this form **as soon as possible** to:

_____ (☐ Property Manager ☐ Landlord)
_____ (phone) _____ (fax)
_____ (e-mail)

Enclosure: Page 4 of TAR No. 2003



TEXAS ASSOCIATION OF REALTORS®

REQUEST FOR EMPLOYMENT VERIFICATION

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To: _____ (Employer) Date: _____

Fax Number: _____ Phone Number: _____

From: _____

Re: Lease Applicant: _____

The above-referenced Lease Applicant has made application to lease a property from the undersigned prospective Landlord. The Lease Applicant reported that he is employed with your company. Enclosed is an authorization to release employment information. Please provide the following:

- (1) Beginning date of employment _____
- (2) Monthly Gross Income \$ _____
- (3) Position currently held _____
- (4) Other relevant information: _____

Title of Person Completing Form _____

Signature _____

Printed Name _____

Date _____

Please return this form **as soon as possible** to:

_____ (☐ Property Manager ☐ Landlord)

_____ (phone) _____ (fax)

_____ (e-mail)

Enclosure: Page 4 of TAR No. 2003 *Authorization to Release Information Related to a Residential Lease Applicant*



TEXAS ASSOCIATION OF REALTORS®
ADVERSE ACTION NOTICE AND CREDIT SCORE DISCLOSURE

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To: _____ (Applicant)

From: _____ (Landlord)

Date: _____

Re: Application for Lease concerning the Property at _____

Landlord has taken the following adverse action (*description of action taken*): _____

_____.

for the following reason(s) (*select one or more*):

- ☐ (1) You failed to meet the rental criteria for this Property. This adverse action is not based upon your consumer report or credit score.
- ☐ (2) This adverse action is based in whole or in part on the information contained in your consumer report.

Landlord obtained your consumer report from the following Consumer Reporting Agency: _____

whose mailing address is _____
_____ and toll-free telephone number is: _____.

You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the Consumer Reporting Agency.

The Consumer Reporting Agency did not make the decision to deny the application and cannot give you specific reasons for the adverse action.

You may dispute the accuracy or completeness of any information the Consumer Reporting Agency furnished. You may also request a free copy of the report from the Consumer Reporting Agency within 60 days.

(Complete the following information only if the consumer report contained the Applicant's credit score):

Information about Your Credit Score

Your credit score: _____

Date on which the credit score was created: _____

Adverse Action Notice concerning: _____

Scores range from a low of _____ to a high of _____
Key factors that adversely affected your credit score: _____

Landlord Date

Or signed for Landlord under written property management
agreement or power of attorney:

By: _____
Date

Broker's Associate's Printed Name

Broker's Printed Name License No.

Firm Name



RESIDENTIAL LEASE

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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,: _____; and

Tenant(s): _____.

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: _____
legally described as: _____

in _____ County, Texas, together with the following non-real-property items: _____.

The real property and the non-real-property are collectively called the "Property".

3. TERM:

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: _____ Expiration Date: _____.

B. Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th 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. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION: This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*

- ☐ (1) 30 days before the Expiration Date.
☐ (2) _____ days before the Expiration Date.

Residential Lease concerning: _____

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

- B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*
- ☐ (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
 - ☐ (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

5. RENT:

- A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$_____ for each full month during this lease. The first full month's rent is due and payable not later than _____ by *(select one or more)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.

Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

- ☐ (1) the first day of each month during this lease.
- ☐ (2) _____.

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

- B. Prorated Rent: On or before _____ Tenant will pay Landlord \$_____ as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

- C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: _____

Address: _____

Notice: Place the Property address and Tenant's name on all payments.

- D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord. Landlord ☐ may or ☐ may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.
- (4) Landlord ☐ requires ☐ does not require Tenant(s) to pay monthly rents by one payment.
- (5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

Residential Lease concerning: _____

- E. **Rent Increases:** There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

- A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the ____ day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

- (1) an initial late charge equal to (*check one box only*): ☐ (a) \$_____; or ☐ (b) _____% of one month's rent; **and**
(2) additional late charges of \$_____ per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.

- B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$_____ for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS:** Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges, and then to rent.

9. PETS:

- A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any pet on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet.
- B. If Tenant violates this Paragraph 9 or any agreement to keep a pet on the Property, Landlord may take all or any of the following action:
- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
 - (2) charge Tenant, as additional rent, an initial amount of \$___ and \$_____ per day thereafter per pet for each day Tenant violates the pet restrictions;
 - (3) 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; and
 - (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized pet;
 - (b) exterminate the Property for fleas and other insects;
 - (c) clean and deodorize the Property's carpets and drapes; and
 - (d) repair any damage to the Property caused by the unauthorized pet.

Residential Lease concerning: _____

- C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any pet.

10. SECURITY DEPOSIT:

- A. Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$_____ by (select one or more): ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. Interest: No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. Refund: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

- (1) §92.108, Property Code provides that a 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.
- (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
- (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
 - (f) unpaid pet charges;
 - (g) replacing unreturned keys, garage door openers, security devices, or other components;
 - (h) the removal of unauthorized locks or fixtures installed by Tenant;
 - (i) Landlord's cost to access the Property if made inaccessible by Tenant;
 - (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
 - (k) packing, removing, and storing abandoned property;
 - (l) removing abandoned or illegally parked vehicles;

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- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

- A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: _____

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

- B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

12. USE AND OCCUPANCY:

- A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are (*include names and ages of all occupants*): _____

- B. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

- C. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

- D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. 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 but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or

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restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

E. Guests: Tenant may not permit any guest to stay on the Property longer the amount of time permitted by any owners' association rule or restrictive covenant or _____ days without Landlord's written permission, whichever is less.

F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. PARKING RULES: Tenant may not permit more than _____ vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

A. Advertising: 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. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$_____.

D. Keybox: A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

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- (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
 - (a) during the last _____ days of this lease or any renewal or extension; and
 - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.
- (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$_____ as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.
- (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
- (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

- A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: _____
_____.
- B. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within _____ days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.
- B. Definitions:
 - (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
 - (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
 - (3) "*Abandonment*" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;

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- (b) Tenant is in breach of this lease by not timely paying rent; and
- (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. 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 all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times; and
- (13) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "*Yard*" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "*Maintain the yard*" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.

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- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: _____

_____. Other than watering, the yard will be maintained as follows:

- ☐ (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- ☐ (b) Tenant, at Tenant's expense, will maintain the yard.
- ☐ (c) Tenant will maintain in effect a scheduled yard maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____.

- C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

- D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, 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, add, 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 additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

- E. Failure to Maintain: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

- F. Smoking: Smoking by Tenant, Tenant's guests, family, or occupants is ☐ permitted ☐ not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
- (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

- A. Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at _____. Ordinarily, a repair to the heating and air conditioning system is not an emergency.
- B. NOTICE:** If 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 Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.
- C. Completion of Repairs:**
- (1) 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 contractors, will be at Landlord's sole discretion.
 - (2) 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.
- D. Payment of Repair Costs:**
- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
 - (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and

(f) the following specific items or appliances: _____

_____.

- E. **Trip Charges:** If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.
- F. **Advance Payments and Reimbursements:** Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.
- B. 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 may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

20. SMOKE ALARMS: Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.

21. LIABILITY: Unless caused by Landlord, 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 (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

22. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

23. 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, Chapter 54, 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, Property Code.

24. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

25. CASUALTY LOSS OR CONDEMNATION: Section 92.054, Property Code governs the rights and obligations of the parties regarding a 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 Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

26. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code; and
 - (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably 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, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.

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- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. 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.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

- A. Special Statutory Rights Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

- (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

- B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
 - (a) if Tenant procures the assignee, subtenant, or replacement tenant:

(TXR-2001) 09-01-19 Tenants: _____, _____, _____, _____ & Landlord or Landlord's Representative: _____, _____ Page 13 of 16

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- ☐ (i) \$ _____.
- ☐ (ii) _____% of one's month rent that the assignee, subtenant, or replacement tenant is to pay.

(b) if Landlord procures the assignee, subtenant, or replacement tenant:

- ☐ (i) \$ _____.
- ☐ (ii) _____% of one's month rent that the assignee, subtenant, or replacement tenant is to pay.

(5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

29. 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, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

30. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

31. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- | | |
|--|---|
| <input type="checkbox"/> Addendum Regarding Lead-Based Paint | <input type="checkbox"/> Agreement Between Brokers |
| <input type="checkbox"/> Inventory & Condition Form | <input type="checkbox"/> Landlord's Rules & Regulations |
| <input type="checkbox"/> Landlord's Additional Parking Rules | <input type="checkbox"/> Owners' Association Rules |
| <input type="checkbox"/> Pet Agreement | <input type="checkbox"/> Pool/Spa Maintenance Addendum |
| <input type="checkbox"/> Protecting Your Home from Mold | <input type="checkbox"/> Residential Lease Application |
| <input type="checkbox"/> Residential Lease Guaranty | <input type="checkbox"/> Bed Bug Addendum |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

32. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.)*:

Tenant at the Property and a copy to:

Landlord c/o:

E-mail: _____

E-mail: _____

Fax: _____

Fax: _____

33. AGREEMENT OF PARTIES:

A. Entire Agreement: There are no oral agreements between Landlord and Tenant. 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.

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- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit.

Name: _____ Phone: _____

Address: _____

E-mail: _____

- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

Residential Lease concerning: _____

- H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- I. Landlord's broker, _____,
☐ will ☐ will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by ☐ Landlord or ☐ property manager for Landlord:
Name of property manager: _____ Phone: _____
Address: _____ E-mail: _____
- J. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- K. This lease is negotiable between the parties. This lease is binding upon final acceptance. **READ IT CAREFULLY.** If you do not understand the effect of this lease, consult your attorney **BEFORE** signing.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____
Date

Tenant Date

Broker's Associate's Printed Name

Broker's Printed Name License No.

Firm Name

For Landlord's Use:

On _____ * (date), Landlord provided a copy of the lease, signed by all parties, to _____ (Tenant) by ☐ mail ☐ e-mail ☐ fax ☐ in person.

Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE INVENTORY AND CONDITION FORM

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INVENTORY AND CONDITION FORM CONCERNING THE PROPERTY AT _____

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. **All items are presumed to be in good condition unless noted otherwise.** Test all locks, window latches, smoke alarms, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. The Landlord may also use this form upon move-out. Keep a copy for your records. *Note any defects in the items listed below.*

<u>A. Exterior Items</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Mailbox	_____	_____
Fences & Gates	_____	_____
Pool/Spa & Equip.	_____	_____
Lawn, Trees & Shrubs	_____	_____
Undgrd. Lawn Sprinkler	_____	_____
Exterior Faucets	_____	_____
Roof & Gutters	_____	_____
Siding & Paint	_____	_____
Driveway	_____	_____
Front Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Door Bell	_____	_____
Back Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Patio or Deck	_____	_____
Patio Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Other	_____	_____
Water Shut-Off Valve Located? <input type="checkbox"/> yes <input type="checkbox"/> no	Electrical Breakers Located? <input type="checkbox"/> yes <input type="checkbox"/> no	

<u>B. Garage</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceilings & Walls	_____	_____
Floor	_____	_____
Auto Door Opener	_____	_____
Safety Reversal	_____	_____
Remotes	_____	_____
Garage Doors	_____	_____
Exterior Doors & Stops	_____	_____
Storage Room	_____	_____
Other	_____	_____

THIS FORM IS NOT A REPAIR REQUEST. SUBMIT ALL REQUESTS FOR REPAIRS SEPARATELY IN ACCORDANCE WITH YOUR LEASE. The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.

6 pages with only one shown here.



TEXAS ASSOCIATION OF REALTORS®

ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. 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 (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

☐ (a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

☐ (b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

☐ (a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here: _____

☐ (b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. TENANT'S ACKNOWLEDGEMENT:

☐ (1) Tenant has received copies of all information listed in Paragraph B.

☐ (2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.

(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Listing Broker/Agent or Property Manager Date

Tenant Date

Other Broker/Agent Date

Tenant Date



TEXAS ASSOCIATION OF REALTORS®

POOL/SPA MAINTENANCE ADDENDUM

For use in the lease of single family residences only.

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. MAINTENANCE: Tenant will: (i) maintain proper water heights in the pool and spa at all times; (ii) empty and clean skimmers and pool sweeps at least once a week and more often if necessary; (iii) properly operate the pool equipment; and (iv) take necessary precautions to prevent the freezing of pipes, pool equipment, and pool water. Other maintenance, including periodic vacuuming, the application of appropriate chemicals, and equipment maintenance, will be performed as follows.

- ☐ (1) Landlord, at Landlord's expense, is responsible for the other maintenance. Tenant will permit Landlord and Landlord's contractors reasonable access to the pool and spa and will remove, at appropriate times, any pet in the yard in which the pool or spa is located.
- ☐ (2) Tenant, at Tenant's expense, is responsible for the other maintenance.
- ☐ (3) Tenant will maintain in effect a regularly scheduled pool/spa maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____.
- ☐ (4) _____.

B. ENCLOSURES: Tenant will keep all pool enclosures and yard gates in good operable condition and closed at all times.

C. USE: Tenant must take reasonable action to: (i) prohibit children from using the pool or spa or accessing the pool or spa area without an adult present; (ii) prohibit persons under the influence of drugs or alcohol from using the pool or spa; (iii) prohibit any glass containers or objects in or near the pool or spa; and (iv) prohibit any diving in the pool or spa.

D. RISK OF LOSS AND INSURANCE:

- (1) **Tenant assumes all risk when Tenant or Tenant's guests use the pool or spa. Landlord and Landlord's agent are not liable for use of the pool or spa by Tenant or Tenant's guests.**
- (2) At all times the lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect a public liability insurance policy in amount not less than \$300,000.00 on an occurrence basis for losses related to the Property and pool and spa. Upon request, Tenant must provide Landlord a copy of an insurance certificate evidencing the required coverage. If Tenant fails to maintain the required insurance at all times the lease is in effect, Landlord may, in addition to Landlord's remedies under the lease, purchase insurance that will provide Landlord with the required level of coverage and Tenant must immediately reimburse Landlord for such expense.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____

Printed Name: _____

Firm Name: _____

Tenant Date



TEXAS ASSOCIATION OF REALTORS®
BED BUG ADDENDUM

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. REPRESENTATIONS:

- (1) Landlord is not aware of any evidence indicating the presence of bed bugs currently in the Property.
- (2) Tenant has inspected the Property and found no evidence indicating the presence of bed bugs in the Property.
- (3) Tenant represents: *(Check only one box.)*
 - ☐ (a) Tenant is not aware of any evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property.
 - ☐ (b) Tenant is aware of the following evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property: _____.

Tenant further represents that Tenant's and any occupant's personal property has been treated by a licensed pest control operator and that such personal property is free from bed bugs.

B. NOTICE: Tenant must immediately notify Landlord, in writing, if:

- (1) Tenant becomes aware or discovers evidence of the presence of bed bugs in the Property, including in any personal property within the Property; or
- (2) Tenant, an occupant, Tenant's family members, or a guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by (i) bed bugs; or (ii) any other condition or pest in the Property.

C. TREATMENT:

- (1) If the presence of bed bugs in the Property is confirmed, Tenant must:
 - (a) allow Landlord and Landlord's agents access to the Property at reasonable times without first attempting to contact Tenant and without notice to perform bed bug inspections or treatments;
 - (b) comply with all instructions from Landlord or Landlord's agents to clean and treat the Property;
 - (c) remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property; and
 - (d) pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property as a result of the presence of bed bugs in the Property, if caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant.
- (2) All decisions regarding the selection of the licensed pest control operator and method of treatment will be at Landlord's sole discretion.

D. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant for any damages, injuries, or losses to person or property caused by the presence of bed bugs in the Property. Tenant will protect, defend, indemnify, and hold Landlord and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant in connection with the presence of bed bugs in the Property.

E. DEFAULT: If Tenant fails to comply with this addendum, in addition to exercising Landlord's remedies under Paragraph 27 of the above-referenced lease, Tenant must immediately reimburse Landlord the amounts under this addendum for which Tenant is responsible.

Bed Bug Addendum concerning: _____

F. RESOURCES FOR MORE INFORMATION: For more information about bed bugs, Tenant may visit one of the websites listed below.

Texas Department of Health and Human Services: <https://www.dshs.texas.gov/phs/bedbugs.aspx>

United States Environmental Protection Agency: <https://www.epa.gov/bedbugs>

Texas A&M Agrilife Extension: <https://citybugs.tamu.edu/factsheets/biting-stinging/bed-bugs/>

Landlord Date

Landlord Date

Or signed for Landlord under written property management
agreement or power of attorney:

By: _____

Printed Name: _____

Firm Name: _____

Tenant Date

Tenant Date

Tenant Date

Tenant Date



TEXAS ASSOCIATION OF REALTORS®

PET AGREEMENT

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

NOTICE: An assistance animal is not a pet. Do not use this agreement if animal is an assistance animal.

A. PET AUTHORIZATION AND PET DESCRIPTION:

(1) Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.

(2) Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? ☐ yes ☐ no Declawed? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? ☐ yes ☐ no Declawed? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? ☐ yes ☐ no Declawed? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? ☐ yes ☐ no Declawed? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no

B. CONSIDERATION: In consideration for Landlord's authorization for Tenant to keep the pet(s) described in Paragraph A on the Property, the parties agree to the following. *(Check any one or any combination of the following.)*

- ☐ (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord a pet deposit of \$_____. The pet deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the pet is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.
- ☐ (2) The monthly rent in the lease is increased to \$_____.
- ☐ (3) Tenant will, upon execution of this agreement, pay Landlord \$_____ as a one-time, non-refundable payment.

C. PET RULES: Tenant must:

- (1) take all reasonable action to insure that any pet does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any pet;

(TAR-2004) 2-1-18 Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord: _____, _____ Page 1 of 2

Pet Agreement concerning _____

- (3) keep the rabies shots of any pet current;
- (4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
- (5) confine any pet other than a dog or cat in appropriate cages at all times;
- (6) promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any pet.

D. ACCESS: Tenant must remove or confine any pet at any time that the pet is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING PETS:

- (1) Is Tenant aware of whether any of the pets described under this addendum has ever bitten or injured another person? ☐ Yes ☐ No
If yes, explain: _____

- (2) Is Tenant aware of whether any of the pets described under this addendum has any propensity or predisposition to bite or injure someone? ☐ Yes ☐ No
If yes, explain: _____

F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
- (a) any damage to the Property or any item in the Property caused by any pet;
 - (b) any personal injuries to any person caused by any pet; and
 - (c) any damage to any person's property caused by any pet.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping.

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any pet or Tenant.

H. DEFAULT: If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

I. SPECIAL PROVISIONS:

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: _____

Firm Name: _____



TEXAS ASSOCIATION OF REALTORS®
**GENERAL INFORMATION FOR LANDLORD
REGARDING ASSISTANCE ANIMALS**

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In the event you receive a reasonable accommodation request for an assistance animal, the following information may assist you in handling and evaluating such a request.

THE FAIR HOUSING ACT.

General. The federal Fair Housing Act prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, familial status and disability (handicap).

Exemptions. The Fair Housing Act prohibits discrimination in most types of housing, but there are exemptions. In some circumstances, the Act exempts:

- **Owner-occupied buildings with no more than four units.** Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his or her residence;
- **Single-family housing sold or rented without the use of a broker.** The sale or rental of any single-family house by an owner, provided the following conditions are met: (i) the owner does not own or have any interest in more than three single-family houses at any one time;(ii) the house is sold or rented without the use of a real estate broker, agent, or salesperson or the facilities of any person in the business of selling or renting dwellings; and (iii) if the owner selling the house does not reside in it at the time of the sale or was not the most recent resident of the house prior to such sale, the exemption applies only to one such sale in any 24-month period.
- **Housing operated by certain organizations and private clubs that limit occupancy to members.** See 42 U.S.C. 3603, 3607 and 24 C.F.R. § 100.10 for more details.

Enforcement. At the federal level, the U.S. Department of Housing and Urban Development (HUD) administers and enforces the federal Fair Housing Act. The Fair Housing Act provides that if the state or city has adopted similar fair housing laws, fair housing complaints will be referred to the state or city for enforcement. At the state level, the Texas Workforce Commission, Civil Rights Division, administers and enforces the Texas Fair Housing Act, which is virtually identical to the federal act.

DEFINITIONS.

Assistance Animal. An assistance animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. An assistance animal is not considered a pet. Under the Fair Housing Act, an assistance animal does not need to be trained or certified, and can be any type of animal.

Disability. Under the Fair Housing Act, "disability" or "handicap" means a person with physical or mental impairment which substantially limits one or more of a person's major life activities, a record (history) of the impairment, or being regarded as having the impairment.

Major Life Activities. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

REASONABLE ACCOMMODATION. Discrimination against a person with a disability includes refusing to make a reasonable accommodation in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling.

If you prohibit pets in your rental property or impose other restrictions or conditions related to pets and other animals, a reasonable accommodation request may include a request to live with and use an assistance animal.

Generally, such a request must be granted, unless: (i) the person seeking to use and live with the animal does not have a disability; (ii) the person seeking to use and live with the animal does not have a disability-related need for the assistance animal; (iii) the request would impose an undue financial and administrative burden on you; (iv) the request would fundamentally alter the nature of your operations; (v) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation; or (vi) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. If you refuse a requested accommodation for one of these reasons, you should discuss with the person whether there is an alternative reasonable accommodation that would effectively address the person's disability-related needs.

REQUESTING ADDITIONAL INFORMATION. Once a reasonable accommodation request has been made, you may be able to ask for additional information; however, this depends on whether the person's disability or the disability-related need for the assistance animal is readily apparent or known.

- **If the person's disability is obvious, or otherwise known to you, and if the need for the requested accommodation is also readily apparent and known**, then you may not request any additional information about the person's disability or the need for the accommodation.
- **If the person's disability is known or readily apparent, but the need for the accommodation is not readily apparent or known**, you may request only information that is necessary to evaluate the disability-related need for the accommodation.
- **If a disability is not obvious**, you may request reliable disability-related information that: (i) is necessary to verify that the person meets the Fair Housing Act's definition of disability; (ii) describes the needed accommodation; and (iii) shows the relationship between the person's disability and the need for the requested accommodation.

Reliable documentation or information may include verification from a doctor, or other medical professional, a peer support group, or a reliable third party who is in a position to know of the individual's disability. The documentation is sufficient if it establishes that the person has a disability and that the animal will provide some type of disability-related assistance or emotional support. You may not ask an applicant or tenant to provide access to medical records or medical providers, or provide detailed or extensive information or documentation of a person's physical or mental impairments.

PET DEPOSITS OR OTHER PET FEES. Any required pet fees, like a pet deposit, may not be applied to assistance animals. A reasonable accommodation request for an assistance animal cannot be conditioned on the payment of such a fee. However, the person is responsible for any damage to the property caused by the assistance animal, excluding normal wear and tear, and

all reasonable costs associated to repair the property, if this is your practice to assess tenants for any damage they cause.

BREED, SIZE, AND WEIGHT RESTRICTIONS. Breed, size, and weight restrictions do not apply to assistance animal. A decision that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on that animal's actual conduct and not simply on (i) fear about harm or damage an animal may cause or (ii) evidence of harm or damage other animals have caused.

INSURANCE POLICY. In some cases, an insurance policy may contain restrictions, conditions, or prohibitions on the types of animals or breeds in a property. If a request for an assistance animal in your property would violate your insurance policy, this may entitle you to refuse the request. If your insurance carrier would either cancel the insurance policy, substantially increase the costs of the insurance policy, or adversely change the policy terms because of the presence of a certain breed of dog or a certain animal, HUD will find that this imposes an undue financial and administrative burden. However, the HUD investigator will verify such a claim with the insurance company directly and consider whether comparable insurance, without the restriction, is available in the market.

Broker cannot give legal advice. In the event you need further information or wish to deny a request for an assistance animal, you should CONSULT AN ATTORNEY.

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information.

Broker's Printed Name

Landlord

Date

By: _____

Broker's Associate's Signature

Date

Landlord

Date



TEXAS ASSOCIATION OF REALTORS®

RESPONSE TO REQUEST FOR ASSISTANCE ANIMAL

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To: _____ (Applicant/Tenant)

From: _____ (Landlord)

Concerning the Property at _____

A. Landlord imposes the following conditions or restrictions on pets in the Property: *(Check all that apply.)*

- ☐ Landlord prohibits all pets in the Property.
- ☐ Landlord allows only the following pets in the Property: _____
- ☐ Landlord restricts the breed, size, and/or weight of pets in the Property. Describe the restriction: _____
- ☐ Landlord charges a pet deposit or fee.
- ☐ Other: _____

B. You have requested Landlord modify or provide an exception to the above restriction(s) for the assistance animal described below.

C. If either your disability or the disability-related need for the assistance animal is not readily apparent or known to Landlord, Landlord may request you submit reliable documentation of your disability or disability-related need for the assistance animal.

D. Landlord will evaluate your request in accordance with fair housing laws and will respond promptly.

This form was provided by:

Or signed for Landlord under written property management agreement or power of attorney.

Landlord Date

By: _____
Date

Landlord Date

Description of assistance animal

Applicant/Tenant: Please complete the following information, then sign and return to Landlord.

Name: _____

Type: _____ Breed: _____

Color: _____ Weight: _____ Age (in years): _____ Gender: _____

Neutered/Spayed: ☐ Yes ☐ No Declawed: ☐ Yes ☐ No

Rabies Shot Current: ☐ Yes ☐ No Bite History: ☐ Yes ☐ No

By signing below I acknowledge that I received, read, and understand this information.

Applicant/Tenant Date

(TAR 2225) 2-1-18

Page 1 of 1



TEXAS ASSOCIATION OF REALTORS®

AGREEMENT BETWEEN BROKERS FOR RESIDENTIAL LEASES

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____
_____ between _____
(Landlord) and _____ (Tenant).

A. FEE: Listing Broker will pay Other Broker a fee equal to:

- ☐ (1) ____% of one full month's rent that Tenant is obligated to pay under the above-referenced lease.
☐ (2) ____% of all rent that Tenant is obligated to pay under the primary term of the above-referenced lease.
☐ (3) _____.

The fee under this Paragraph A is earned at the time the lease is binding on the parties to the lease and is payable promptly after Tenant pays the first full month's rent, the prorated rent, and the security deposit.

B. OTHER FEES:

- ☐ (1) Renewals: If the parties to the above-referenced lease renew the lease, Listing Broker will pay Other Broker an additional fee equal to:
- ☐ (a) ____% of one full month's rent that Tenant is obligated to pay under the renewal.
☐ (b) ____% of all rent that Tenant is obligated to pay under the renewal term.
☐ (c) _____.

The fee under this Paragraph B(1) is earned when the renewal begins and is payable when Listing Broker receives Listing Broker's fee for the renewal in accordance with a separate agreement between Landlord and Listing Broker. A "renewal" includes renewals, extensions, and new leases for the Property between the parties to the lease with terms greater than 30 days. This Paragraph B(1) does not apply to month-to-month renewals.

- ☐ (2) Sales: If Landlord agrees to sell the Property to Tenant during the term of the lease, including any renewal or extension, Listing Broker will pay Other Broker an additional fee equal to:
- ☐ (a) ____% of the sales price.
☐ (b) _____.

The fee under this Paragraph B(2) is earned when Landlord agrees to sell the Property to Tenant and is payable when Listing Broker receives Listing Broker's fee for the sale in accordance with a separate agreement between Landlord and Listing Broker. "Sell" means to agree to sell, convey, or transfer a legal or equitable interest (excluding a lease) by written or oral agreement or option.

Other Broker _____ License No. _____

By _____ Date _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Listing Broker _____ License No. _____

By _____ Date _____

Address _____

City, State, Zip _____

Phone _____ Fax _____

Submit IRS Form W-9 (see www.irs.gov) to Listing Broker for payment of fee.



TEXAS ASSOCIATION OF REALTORS® EXTENSION OF RESIDENTIAL LEASE

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NOTE: This form is intended to be used to extend a 2016 or later version of the lease. If you are extending a lease that is written on a prior version of the form, it is recommended that you enter into a new lease on the updated form to ensure compliance with changes in Texas law.

CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____
_____ between _____
(Landlord) and _____ (Tenant)

A. Amendments to Lease: Effective _____, Landlord and Tenant extend and amend the above-referenced lease as follows.

(1) The Expiration Date in Paragraph 3 is changed to: _____.

(2) The monthly rent in Paragraph 5A is: ☐ changed to \$_____ ☐ remains the same.

(3) The named person and/or contact information in Paragraph 34F: ☐ remains the same ☐ is changed to:

Name: _____ Phone: _____

Address: _____ Email: _____

(4) Other: Paragraph(s) _____ of the lease are amended as follows: _____

B. Obligation to Return this Extension: If Tenant does not sign and return this extension to Landlord on or before _____, Landlord notifies Tenant that:

☐ (1) the lease, in accordance with its terms, will renew on a month-to-month basis, and Landlord notifies Tenant that the monthly rent will: ☐ (a) be \$_____, effective _____.

☐ (b) remain the same.

☐ (2) the lease will terminate on _____ and Tenant must vacate the Property by the date of termination.

Landlord _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

Tenant _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney:

Tenant _____ Date _____

By: _____

Tenant _____ Date _____

Printed Name: _____

Tenant's Phone & E-Mail:

Firm Name: _____

Home _____ Work _____ Mobile _____

E-Mail: _____



TEXAS ASSOCIATION OF REALTORS®
EARLY TERMINATION OF RESIDENTIAL LEASE

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CONCERNING THE RESIDENTIAL LEASE BETWEEN

_____(Landlord)
AND _____(Tenant(s))
FOR THE FOLLOWING PROPERTY: _____

- A. **Prior Agreement:** On or about _____, Landlord and Tenant entered into a Residential Lease ("Lease") of the above-mentioned Property.
- B. **Definitions:**
- (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident or abuse.
 - (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and the date Tenant specified as the Termination Date in this agreement has passed.
- C. **Termination Date:** The parties agree to terminate the Lease at 11:59 p.m. on _____. All occupants must vacate the Property no later than this date.
- D. **Tenant Obligations:** Tenant agrees to the following condition:
- (1) Tenant will pay Landlord prorated rent due through the Termination Date and otherwise comply with the Lease through the Termination Date;
 - (2) Tenant agrees to surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property; and
 - (3) Tenant must return all keys and other access devices that Landlord provided to Tenant under the Lease no later than the Termination Date.
- E. **Security Deposit:** Upon surrender of the Property, Landlord may deduct reasonable charges from the security deposit as authorized by the Lease. Landlord will refund the balance of the security deposit, if any, along with a written description and itemized list of all deductions, if any, within thirty (30) days after the date of surrender. Landlord is not obligated to refund the security deposit or provide a written description and itemized list of all deductions until Tenant provides Landlord with written statement of Tenant's forwarding address.
- F. **Termination Fee:** Upon execution of this termination agreement, Tenant will pay Landlord a fee of \$_____ as an early termination fee. The Termination Fee is due no later than _____. This fee may include (i) costs of reletting the Property, including, but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property; and (ii) liquidated damages for any portion of possible future lost rent.

Early Termination of Residential Lease concerning: _____

G. **Special Provisions:**

H. **Default:** If Tenant fails to comply with this agreement, including, but not limited to timely payment of Termination Fee, this agreement is voidable at will of the Landlord. If Landlord fails to comply with this agreement, Tenant may seek any relief provided by law.

I. **Agreement of Parties:**

- (1) **Entire Agreement:** This agreement is the entire agreement of the parties and may not be changed except by written agreement.
- (2) **Binding Effect:** Tenant's obligation to pay Landlord Termination Fee is binding upon Tenant and Tenant's heirs, administrators, executors, successors, and permitted assignees.
- (3) **Joint and Several:** All Tenants are jointly and severally liable for all provisions of this agreement.
- (4) **Severable Clauses:** Should a court find any clause in this agreement unenforceable, the remainder of this agreement will not be affected and all other provisions in this agreement will remain enforceable.
- (5) **Controlling Law:** The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this agreement.

J. **Release:** Except for the promises and representation in this document, Landlord and Tenant(s) release each other from all obligations under or related to the Lease.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____
Date

Tenant Date

Broker's Associate's Printed Name

Broker's Printed Name License No.

Firm Name



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE AMENDMENT

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____
_____ between _____
(Landlord) and _____ (Tenant)

Effective _____, the above-referenced lease is amended as follows. (Check all applicable boxes.)

- ☐ A. Rent: The amount of monthly rent in Paragraph 5A is changed to \$_____.
- ☐ B. Security Deposit: The amount of the security deposit in Paragraph 10A is changed to \$_____.
- ☐ C. Occupants: The occupants listed in Paragraph 12A are changed to:_____.
- ☐ D. Parking Rules: The number of vehicles identified in Paragraph 13 is changed to _____ vehicles.
- ☐ E. Notices: The contact information provided in Paragraph 32 is changed to (select one or both):
- | | |
|--|--|
| <input type="checkbox"/> Tenant at the Property and a copy to: | <input type="checkbox"/> Landlord c/o: |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| E-mail: _____ | E-mail: _____ |
| Fax: _____ | Fax: _____ |
- ☐ F. Other: Paragraph(s) _____ are amended as follows:

Landlord Date

Landlord Date

Or signed for Landlord under written property management
agreement or power of attorney:

By: _____

Printed Name: _____

Firm Name: _____

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant's Phone & E-Mail:

Home Work Mobile

E-Mail: _____



TEXAS ASSOCIATION OF REALTORS®

NOTICE TERMINATING RIGHT OF OCCUPANCY

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To: _____ (Tenant)

From: _____ (Landlord)

Re: Lease concerning the Property at _____

A. Tenant failed to comply with the above-referenced lease due to the following reason(s):

☐ (1) Nonpayment of rent.

☐ (2) Other: _____.

B. Landlord terminates Tenant's right to occupy the Property:

☐ (1) effective _____ days after the date this notice is delivered to the Property by certified mail, return receipt requested or regular mail.

☐ (2) effective _____. *

C. Landlord demands that Tenant vacate the Property not later than the date stated in Paragraph B.

D. Landlord is entitled to pursue all available remedies for Tenant's breach.

Landlord Date

Or signed for Landlord under written property management
agreement or power of attorney:

By: _____

Printed Name: _____

Firm Name: _____

Means of Delivery

☐ Certified Mail, Return Receipt Requested No. _____.

☐ Affixed to inside of main entry door on _____ by _____.

☐ Hand delivered to _____ on _____
by _____.

☐ Regular Mail

* Note: Do not insert a date earlier than 1 day after the date the notice is: (1) delivered to a person who is at least 16 years old and resides in the Property; or (2) affixed to the inside of the main entry door. See §24.005, Property Code if alternative means of delivery are necessary.



TEXAS ASSOCIATION OF REALTORS®

LATE NOTICE OR NOTICE OF OTHER BREACH OF LEASE

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To: _____ (Tenant(s))

Re: Lease concerning the Property at _____

☐ A. Late Notice:

(1) Late Rent: You are in breach of the above-referenced lease because:

☐ (a) you failed to timely pay rent as required by the lease. You failed to pay rent for the following period(s): _____

☐ (b) your rent for the month of _____ was paid late. It was received on _____.

☐ (c) your payment dated _____ in the amount of \$ _____ was returned unpaid by the institution on which it was drawn.

(2) Opportunity to Cure:

(a) You may cure your breach of the lease by paying \$ _____, which is the total amount past due as of the date of this notice, inclusive of unpaid rent and other charges. For each day after the date of this notice you must pay an additional late charge of \$ _____ per day. You must remit payment not later than _____ to the person and place your lease requires. You must pay the amount only by the following means: ☐ check; ☐ cashier's check; ☐ money order; ☐ _____.

(b) When you make any future payments under the lease you may pay the amounts only by the following means: ☐ check; ☐ cashier's check; ☐ money order; ☐ _____.
(Under Paragraph 5D(5) of the Lease, Landlord may require payment by certified funds if Tenant fails to timely pay rent.)

☐ B. Application of Rent Payment to Non-Rent Obligations: In accordance with Paragraph 8 of the Lease, Landlord has applied your rent payment dated _____ to the following unpaid items:

Therefore, there is an unpaid balance of your rent in the amount of \$ _____. Please pay this amount not later than _____.

☐ C. Wrongful Withholding of Rent Payment: You wrongfully withheld a portion of your rent payment that was due _____. You are not permitted under the lease to withhold rent. You may cure this breach of the lease by paying \$ _____, which is the total amount past due as of the date of this notice, inclusive of unpaid rent and other charges. For each day after the date of this notice you must pay an additional late charge of \$ _____ per day.

Late Notice or Notice of Other Breach of Lease _____

☐ D. Other Breach:

(1) You have failed to comply with Paragraph _____ of the lease because _____

_____.

(2) You may cure your breach of the lease by providing written notice to the undersigned not later than _____ that you have taken the following corrective action:

_____.

Failure to Comply: Landlord is entitled to pursue all available remedies under the lease if you fail to comply with this notice. Remedies available to the Landlord include, but are not limited to, termination of your right to occupy the Property (in which case a separate notice will be provided) and recovery of any damages, attorney's fees, court costs, and other expenses resulting from the breach. If the Landlord exercises his right to terminate Tenant's right to occupy the Property, a separate notice will be provided to you.

NOTICE: Under Section 32.41 of the Penal Code, issuance of a bad check is a criminal offense which could result in a warrant for your arrest. Under Section 92.052 of the Property Code, Landlord is not required to make repairs to the Property while you are delinquent in the payment of rent.

Landlord Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____
Date

Printed Name: _____

Firm Name: _____

Means of Delivery

- ☐ Regular US Mail ☐ Certified Mail, Return Receipt Requested No. _____
☐ Fax _____ ☐ E-Mail _____
☐ Hand delivered to _____ on _____
by _____
☐ Other: _____



TEXAS ASSOCIATION OF REALTORS®
**NOTICE TO TENANT OF CHANGE IN MANAGEMENT
AND ACCOUNTABILITY FOR SECURITY DEPOSIT**

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To: _____ (Tenant)

Re: _____ (Property)

1. Change in Management: The previous broker, _____, is no longer managing the Property, effective _____.

- ☐ (a) The previous owner sold the Property.
☐ (b) Ownership of the Property has not changed, but management of the Property has changed.
☐ (c) The previous broker has terminated its relationship with the owner.

2. Security Deposit:

(a) The amount of the security deposit is:

Original amount of security deposit tendered:	\$ _____
Plus any additional amounts deposited	_____
Less any deductions through the date of this notice	(_____)
Current Balance	\$ _____

Any deductions or additions to the original amount tendered are itemized as follows: _____

- ☐ (b) The person who is now responsible to account to you for the security deposit is _____.
- ☐ (c) The Current Balance of the security deposit is being returned to you.

3. New Broker, Manager or Owner: The following person or company is: (a) now responsible for the Property; (b) the person to whom you should direct any questions about the security deposit or any obligations under the lease; and (c) the person to whom you should make future rent payments.

Name: _____ Phone: _____

Address: _____

Signature _____

Date _____

Printed Name: _____

☐ New Broker or Manager ☐ Previous Broker ☐ New Owner ☐ Owner (applicable if there is no change in ownership)

Note date and means by which the notice is sent: _____



TEXAS ASSOCIATION OF REALTORS®

LEASE AMENDMENT CONCERNING TENANT CHANGE

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____

Effective _____, the above-referenced lease is amended as follows.

A. Paragraph 1 of the lease is changed to read as follows.

1. **PARTIES:** The parties to this lease are:

the owner of the Property, Landlord: _____; and

Tenant(s): _____
(name all Tenants who will remain in the Property).

B. The amount of the security deposit in Paragraph 10A of the lease, exclusive of any additional deposit for a pet, is changed to \$_____.

C. Any person who was previously named as a tenant and is not named as a tenant under this amendment (Previous Tenant) ☐ is ☐ is not released from further liability under the lease.

D. All Tenants identified above (Remaining Tenants) accept the Property in its present condition and are obliged to surrender the Property in the same condition as it was received upon execution of the original lease, normal wear and tear excepted. All Remaining Tenants accept all obligations under the existing lease.

E. Any refund of the security deposit will be paid in one check made payable jointly to all Remaining Tenants. Any Previous Tenant releases any and all interest or claim to a return of the security deposit. Any deductions to the security deposit will be made without regard to which Tenant may have caused the damage.

F. Not later than _____, any Previous Tenant will turn over all keys and other access devices to the ☐ Remaining Tenants ☐ Landlord ☐ _____.

G. Remaining Tenants shall pay Landlord \$_____ as consideration for this amendment.

H. Special Provisions:

Lease Amendment Concerning Tenant Change_____

Special Provisions continued:

All Previous and Remaining Tenants should sign this document.

Landlord Date

☐ Previous ☐ Remaining Tenant Date

Landlord Date

☐ Previous ☐ Remaining Tenant Date

Or signed for Landlord under written property management
agreement or power of attorney:

By: _____
Date

☐ Previous ☐ Remaining Tenant Date

Printed Name: _____

☐ Previous ☐ Remaining Tenant Date

Firm Name: _____

☐ Previous ☐ Remaining Tenant Date

☐ Previous ☐ Remaining Tenant Date

If Landlord wishes to review any new tenant's background or credit history, Landlord may require the new tenant to submit a Residential Lease Application before Landlord signs this amendment.



TEXAS ASSOCIATION OF REALTORS®

AGREEMENT TO PAY PAST DUE AMOUNTS UNDER LEASE

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____

A. Tenant has failed to timely pay the following itemized amounts under the above-referenced Lease: _____

The total amount that is past due, as of _____, is \$_____ (Past Due Amount).

B. Tenant agrees to pay, at the place where rents are due under the Lease, the Past Due Amount as follows:

\$_____ on or before _____;
\$_____ on or before _____;
\$_____ on or before _____; and
\$_____ on or before _____.

C. In addition to the payments under Paragraph B, Tenant shall timely pay all other amounts under the Lease and comply with all other provisions of the Lease.

D. Tenant may continue to reside in the Property provided Tenant strictly complies with this agreement and the Lease. If Landlord has commenced an eviction proceeding or will file an eviction proceeding, Landlord and Tenant will agree to the entry of eviction judgment against Tenant and, as long as Tenant is not in breach of this agreement or otherwise in breach of the Lease, Landlord:

- (1) will NOT request a writ of possession; and
- (2) will move to release or dismiss any eviction judgment against Tenant at the time Tenant has timely paid the Past Due Amount in full.

E. Landlord's acceptance of this agreement does not amend the Lease or waive any of Landlord's rights to enforce the Lease against Tenant. If Tenant fails to strictly comply with this agreement, Tenant shall be in default of this agreement and the Lease and:

- (1) Landlord shall not be required to provide Tenant a subsequent notice to vacate if Landlord has previously provided such a notice to Tenant; and
- (2) Landlord shall be entitled to exercise all remedies under the Lease.

F. Time is of the essence for the payment of the amounts under Paragraph B and C; strict compliance with the time by which the amounts are due is required.

Landlord Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____
Date

Printed Name: _____

Firm Name: _____

Tenant Date

Tenant Date

Tenant Date

Tenant Date



TEXAS ASSOCIATION OF REALTORS®

KEYBOX AUTHORIZATION BY TENANT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY LOCATED AT

- A. The owner of the above-referenced Property has listed the Property for sale or lease with: _____ (Broker).
- B. The owner has authorized the Broker to place a keybox on the Property.
- C. A keybox is a locked container placed on the Property that holds a key to the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in the tenant's absence. The keybox is a convenience, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.
- D. The undersigned tenant authorizes Broker to place a keybox on the Property.
- E. Special Provisions:

Owner and Broker advise tenant to remove or secure jewelry, prescription drugs, and other valuables.

Tenant _____ Date _____
Phone: _____
E-mail: _____

Tenant _____ Date _____
Phone: _____
E-mail: _____



TEXAS ASSOCIATION OF REALTORS®

REPORT OF INCIDENT OCCURRING ON PROPERTY

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Re: Property at _____

On _____ (date) at _____ (time) the following incident occurred on the Property (describe incident such as crime, death, personal injury): _____

The following officials were called to the Property: ☐ Police ☐ Fire Department ☐ EMS ☐ _____

If called, they were called by _____

A report from the official(s) called to the Property may be obtained from _____

The attending official's name is _____

The following persons were injured _____
and were taken to _____ for medical
treatment. It was reported by _____ that
their injuries consisted of _____

The Property sustained the following damage: _____

The names, addresses, and phone numbers of witnesses are: _____

The following action was taken: _____

Attached are the following: ☐ Police reports ☐ Photographs ☐ Witness statements ☐ Repair estimates
☐ Other: _____

Completed by: _____

Date



TEXAS ASSOCIATION OF REALTORS®
ITEMIZATION OF SECURITY DEPOSIT

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To: _____ (Tenant(s))

(Forwarding Address)

Re: Lease concerning the Property at _____

Move-Out Date: _____

**Total amount of Security Deposit tendered by Tenant, including
any refundable pet deposit:**

\$ _____

The following deductions were made to the security deposit.

(1) Damages to the Property, beyond wear and tear (*describe*): _____

\$ _____

(2) Costs for which Tenant is responsible to ☐ clean, ☐ deodorize,
☐ exterminate, or ☐ maintain the Property:

\$ _____

(3) Unpaid or accelerated rent for the following period(s): _____

\$ _____

(4) Unpaid late charges for the following month(s): _____

\$ _____

(5) Costs of reletting (as defined in Paragraph 27 of lease), if Tenant is in default:

\$ _____

(6) Unpaid utilities (*describe*): _____

\$ _____

(7) Unpaid pet charges (*describe*): _____

\$ _____

(8) Cost to replace unreturned ☐ keys, ☐ garage door openers, ☐ security
devices, ☐ other components: _____

\$ _____

Itemization of Security Deposit _____

- (9) Cost to remove unauthorized locks or fixtures installed by Tenant (*describe*):
_____ \$ _____
- (10) Landlord's cost to access the Property because Property was made inaccessible by Tenant: _____ \$ _____
- (11) Cost to replace missing or burned-out light bulbs and fluorescent tubes in the following rooms: _____ \$ _____

- (12) Cost to pack, remove, and store the following abandoned property: _____

_____ \$ _____
- (13) Cost to remove the following abandoned or illegally parked vehicles: _____

_____ \$ _____
- (14) Attorney's fees, costs of court, costs of service, and other costs incurred in a legal proceeding against Tenant (*describe proceeding*):

_____ \$ _____
- (15) Mailing costs associated with sending notices to Tenant for the following violations of the lease: _____
_____ \$ _____
- (16) Costs to restore walls, flooring, landscaping, or any alteration to Property not approved in writing by Landlord (*describe*): _____

_____ \$ _____
- (17) Damages to the Property caused by smoking (*describe*): _____

_____ \$ _____
- (18) Costs to rekey security devices (as provided in Paragraph 19): _____ \$ _____
- (19) Other: _____

_____ \$ _____
- Balance of Security Deposit after Deductions** \$ _____

Amount Tendered or Owed:

- ☐ A. Enclosed is a check in the amount of \$ _____ which represents the balance of the security deposit you tendered under the above-referenced lease.
- ☐ B. The deductions exceed the security deposit tendered. Landlord hereby demands payment of the excess. In accordance with Paragraph 10 of the lease, Tenant must pay the excess within 10 days

Itemization of Security Deposit _____

after Tenant receives this notice to the following address: _____

Failure to pay the excess may expose Tenant to additional costs and liability such as collection costs, court costs, and attorney's fees.

Landlord _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney:

By: _____ Date _____

Printed Name: _____

Firm Name: _____

Means of Delivery

- ☐ Regular US Mail ☐ Certified Mail, Return Receipt Requested No. _____
- ☐ Hand delivered to _____ on _____
- ☐ Other: _____



TEXAS ASSOCIATION OF REALTORS®

NOTICE OF LANDLORD'S INTENT NOT TO RENEW

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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To: _____ (Tenant(s))
From: _____ (Landlord)
Re: Lease concerning the Property at _____

The above-referenced lease ends on _____ (date). Landlord does not intend to renew or extend the lease. Please vacate the property on or before this date, return all keys to the undersigned, and provide written notice of your forwarding address.

Landlord Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____
Date

Printed Name: _____

Firm Name: _____

Means of Delivery

- ☐ Certified Mail, Return Receipt Requested No. _____
☐ Hand delivered to _____ on _____
by _____
☐ Other: _____



TEXAS ASSOCIATION OF REALTORS®
NOTICE OF TENANT'S INTENT TO VACATE

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To: _____ (Landlord)

From: _____ (Tenant)

Re: Lease concerning the Property at _____

☐ **A. Tenant's Notice of Intent to Vacate:** The above-referenced lease ends on _____ (date).
Tenant will vacate the property on _____ (Move-out Date).

☐ **B. Tenant's Notice of Intent to Terminate Early Under Paragraph 28 of the Lease:** Tenant is exercising Tenant's rights under the following subparagraph of Paragraph 28: ☐ Military Transfer/Deployment; ☐ Family Violence; ☐ Sexual Offenses or Stalking; or ☐ Assignment and Subletting. Tenant has attached all necessary notices and documentation required under the applicable subparagraph.

MOVE-OUT REMINDERS

1. Return all keys, garage door openers, mailbox keys, and other access devices to the Landlord by the Move-out Date.
2. Provide written notice of Tenant's forwarding address. If known at this time, please provide below.

Street _____ City _____ State _____ Zip _____

3. Leave the Property in a clean condition, free of all trash, debris, and any personal property.
4. If Tenant's Move-out Date changes, Tenant must notify Landlord immediately and obtain Landlord's approval.
5. Tenant must comply with any other Landlord Move-out requirements.
6. If Tenant fails to vacate by the Move-out Date, Tenant will be liable for any holdover rent as specified in Paragraph 22 of the Lease.
7. Landlord's right to place a sign on the Property, show the Property, or place a keybox on the Property applies pursuant to Paragraph 14 of the Lease.

Tenant acknowledges that Tenant remains obligated under the Lease until the Lease is terminated.

Tenant Date

Landlord's Acknowledgment of Receipt

Landlord acknowledges receipt of this notice.

Signature Date



GENERAL INFORMATION FOR TENANT OF PROPERTY FACING FORECLOSURE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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GENERAL NOTICE. You recently requested information from me regarding the property you are currently renting and notice you received that it could be facing foreclosure. As either the current or former property manager for the property you understand that my relationship is with the owner of the property and I do not represent you. I am not an attorney and cannot give you legal advice. You need to seek the advice of an attorney to receive information about any rights you may have. This notice is being furnished to you to provide general information about foreclosure and should not be considered legal advice.

PROTECTING TENANTS AT FORECLOSURE ACT. Recently, the federal government passed legislation offering certain protection to some tenants of residential property in foreclosure. Generally, tenants of foreclosed properties have the right to remain in the property for at least 90 days after foreclosure and may have the right to stay longer. In order for any protection to apply, you must be a tenant in good standing, current on rent and any late fees. For more information on the provisions contained in the Protecting Tenants at Foreclosure Act you may visit <http://nlihc.org/library/foreclosure>.

RENT PAYMENTS AND SECURITY DEPOSIT. Until the property is sold at a foreclosure sale, you should continue to make your rent payments as indicated in your lease. Once the property is sold, you should be notified regarding how and to whom your rent payments should be made. You should also be notified as to whom you should contact regarding your security deposit. Remember, in order to remain eligible to remain in the property and receive your security deposit back, you must remain a tenant in good standing and not abandon the property. The cost of any damage done to the property will be deducted from your security deposit.

RESOURCES FOR MORE INFORMATION. In the event you need further information, you should seek the counsel of an attorney or visit one of the websites listed below.

Texas REALTORS®: www.TexasRealEstate.com

Texas Low Income Housing Information Service: www.TexasHousing.org

Texas Tenants' Union: www.txtenants.org

Legal Aid of NorthWest Texas: www.lanwt.org

Texas RioGrande Legal Aid: www.trla.org

Lone Star Legal Aid: www.lonestarlegal.org

Federal Financial Institutions Examination Council (FFIEC) Consumer Help Center: <http://www.ffiec.gov/consumercenter>

This form was provided by:

Landlord

Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____

Printed Name: _____

Firm Name: _____

Broker's License No.: _____



TEXAS ASSOCIATION OF REALTORS®

NOTICE OF ABANDONMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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To: _____ (Tenant)

From: _____ (Landlord)

Re: Lease concerning the Property at _____

A. Because (i) Tenant has failed to timely pay rent as required by the above-referenced lease; and (ii) in Landlord's reasonable judgment, Tenant and all occupants have vacated the Property, **Landlord considers the Property abandoned.**

B. Tenant must notify Landlord that Tenant has not abandoned the Property (*check only one box*):

☐ (1) Within 2 days after the date this notice is affixed to the Property.

☐ (2) By _____. *Note: Do not insert a date earlier than 2 days from the date the notice is: (i) affixed to the inside of the main entry door; or (ii) affixed to the outside of the main entry door, if Landlord is prevented from entering the Property.*

C. In addition to any other remedies provided by law, failure to respond to the affixed notice by the time required authorizes Landlord to:

- (1) dispose of any personal property in the Property in the trash or a landfill;
- (2) give any personal property in the Property to a charitable organization; or
- (3) store and sell any personal property in the Property by following procedures in §54.045(b)-(e), Property Code.

Tenant must reimburse Landlord all Landlord's reasonable costs in connection with the packing, removing, storing, and selling of any personal property left at the Property after abandonment, as provided in Paragraph 16C(2).

Landlord

Or signed for Landlord under written property management agreement or power of attorney:

By: _____

Printed Name: _____

Firm Name: _____

Means of Delivery

- ☐ Affixed to inside of main entry door on _____ by _____.
- ☐ Affixed to outside of main entry door on _____ by _____ because entry was prevented.

