



# 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. Paragraph 4B applies only if the lease renews on a month-to-month basis. 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) 60 days before the Expiration Date. 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: The monthly rent is \$ \_\_\_\_\_. 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.

Tenant will pay first month's rent made payable to  Landlord or  Listing Broker or  Property Manager.

The first 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.

B. Prorated Rent: The prorated rent of \$ \_\_\_\_\_ is due on or before \_\_\_\_\_ by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.

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: SmartEgg Properties' tenant portal

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.

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 3rd 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) \$ 100.00 ; or  (b) \_\_\_\_\_ % of one month's rent; **and**

(2) additional late charges of \$ 25.00 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 \$ 50.00 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, animal charges, and then to rent.

## 9. ANIMALS:

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.

B. If Tenant violates this Paragraph 9 or any agreement to keep an animal 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 \$ 500.00 and \$ 100.00 per day thereafter per animal for each day Tenant violates the animal restrictions;

Residential Lease concerning: \_\_\_\_\_

- (3) remove or cause to be removed any unauthorized animal 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 animal; and
- (4) charge to Tenant the Landlord's cost to:
  - (a) remove any unauthorized animal;
  - (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 animal.
- C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

## 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;

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- (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;
- (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:

**None**

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: This Property  is or  is not a part of an HOA. \_\_\_\_\_

*(Include the name of the HOA if there is one).* 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 restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.

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 7 consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.

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 \$ 100.00.
- 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.
- (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 60 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 \$ 2,500.00 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. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.
- B. 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:  
**N/A**

- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 7 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;
  - (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;



Residential Lease concerning: \_\_\_\_\_

- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (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;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) 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.
- (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;

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- (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, including vaping or tobacco pipes of any type, 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 512-910-4408. 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:  
N/A

**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.)*

- **Paragraph 5: One full month's rent is due upon lease signing. If the initial month of this lease term is a partial month, then the prorated rent for the initial month shall be due the next month.**
- **Paragraph 32: Tenant specifically agrees to accept all notices via email and such communication shall be deemed to be written communication from Landlord, or Landlord's agents, to tenant for all requirements.**

**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;
  - (4) all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
  - (5) 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.
- 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:
    - (i) \$ \_\_\_\_\_.
    - (ii) 100.0 % 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) 100.0 % 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.

Residential Lease concerning: \_\_\_\_\_

**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 checked="" type="checkbox"/> Addendum Regarding Rental Flood Disclosure | <input type="checkbox"/> Agreement Between Brokers                                |
| <input type="checkbox"/> Addendum Regarding Lead-Based Paint                   | <input type="checkbox"/> Landlord's Rules & Regulations                           |
| <input type="checkbox"/> Inventory & Condition Form                            | <input type="checkbox"/> Owners' Association Rules                                |
| <input type="checkbox"/> Landlord's Additional Parking Rules                   | <input type="checkbox"/> Pool/Spa Maintenance Addendum                            |
| <input type="checkbox"/> Animal Agreement                                      | <input type="checkbox"/> Residential Lease Application                            |
| <input checked="" type="checkbox"/> Mold Remediation Consumer Protection       | <input type="checkbox"/> Bed Bug Addendum   |
| <input type="checkbox"/> Residential Lease Guaranty                            | <input checked="" type="checkbox"/> <u>Resident Benefits Package Addendum</u>     |
| <input checked="" type="checkbox"/> <u>Lease Addendum</u>                      | <input checked="" type="checkbox"/> <u>Deposit Alternative - Terms of Service</u> |

**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/Fax: _____	E-mail/Fax: _____
E-mail/Fax: _____	E-mail/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.
- 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. (*Do not insert Tenant or Occupant names below.*)

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant’s lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant’s rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant’s property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:

(1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or

(2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.

H. 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](http://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: \_\_\_\_\_

I. 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.

J. Landlord's broker, SmartEgg Properties,  
 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: \_\_\_\_\_

K. 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.

L. **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

**Michelle Gonzalez**  
Broker's Associate's Printed Name

**Bill Spencer** **360978**  
Broker's Printed Name License No.

SmartEgg Properties  
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.*



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## LEASE ADDENDUM

The Tenant(s) at the Property hereby agree to comply with the following conditions. Any violation of these conditions is a lease violation and fines may be assessed and Landlord or Landlord's Agent has the right to elect remedies taken as allowed herein or in the lease. *See Tenant Fee Schedule for applicable fees and fines.*

- **Renters Insurance** The Landlord requires Tenant obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request. SmartEgg must be named as an Additional Insured on the policy. If you have pets, your policy is not allowed to have any animal liability exclusion. Your signature on this addendum authorizes your insurance agent to discuss and disclose the details of your coverage with Landlord and agents of Landlord. Refer to Lease Addendum—Resident Benefits Package for further details and options.
- **Keys** In order to receive keys, Tenant must provide the following prior to lease start date:
  - a. Renters insurance policy and certificate of coverage.
  - b. Proof of utilities in Tenant's name as of the lease start date (not move-in date, unless Tenant moves in before the start date). Utilities include all utilities available at the property (e.g. electricity, water, gas). The only exception to this is if Section 11A of the Residential Lease states otherwise.
- **Homeowners Association (HOA)/Condo Association** If the Property is governed by an HOA or condo association, the Tenant is required to abide by its rules and regulations. It is the Tenant's responsibility to familiarize him/herself with the rules and regulations. If a violation occurs, the Tenant is required to remedy the situation immediately. If a fee is assessed due to the Tenant not abiding by the rules and regulations or not remedying an existing violation, the Tenant is responsible to pay the fees.
- **MAINTENANCE REQUESTS PROTOCOL:**
  - a. Emergency repairs during business hours (Monday–Friday 9:00am–6pm), call 512-910-4408 x1.
  - b. Emergency repairs outside business hours, call 512-910-4408 x2.
  - c. Non-emergency repairs, send a maintenance request through the Resident Sign In (tenant portal).
- **Absences** Tenant acknowledges and agrees that if they will be absent from the leased premises for a period of one week or more during the term of this lease, they must either (a) arrange for a designated person to check the home at least once per week, or (b) request that the landlord or their authorized agent check the home for a fee of \$50 per visit. Tenant understands that failure to comply with this requirement could result in damages to the property that may not be immediately apparent and which, if left unreported, could cause further harm or damage. Tenant agrees that any damage to the leased premises that is caused by their failure to have the home checked or inspected during an extended absence will be their sole responsibility and may result in charges and/or other legal action.
- **Mailbox Keys** Where a key is needed to access the mailbox, Tenant is responsible for obtaining their own mailbox key from either the United States Post Office or the HOA/condo association. The Tenant should plan to show a copy of their lease in order to prove their address.

- **Resident Benefits Package (RBP)** If the Resident Benefits Package Addendum is included as part of this lease, by signing the Addendum Tenants are enrolled in the RBP and agree to pay the specified fee monthly.
- **Short-Term Rentals (STR)** It is expressly forbidden to use the Property as an STR. An STR is the renting out of a furnished home, apartment, condominium, or room within a home, apartment or condominium, for a short-term stay. STR would include AirBnb, HomeAway and similar rentals.
- **Filters** Tenant is responsible for all costs associated with changing filters. This includes but is not limited to: AC/heating, water filters, refrigerator filters, water softeners or any other filter utilized on the property.
- **Mold** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem tenant, agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant. If Tenant suspects mold exists at the property beyond a small non-porous surface, Tenant will pay for a mold test. If the mold inspector determines there is mold requiring remediation, Owner will reimburse Tenant for the cost of the mold test.
- **Front load washers** If the home is equipped with a front load washer, Tenant is required to keep the washer's door open at all times when not in use in order to prevent mold and odors. If a mold and/or odor issue develops, Tenant will be responsible for the cost of any repairs and remediation.
- **Yard Maintenance** If Tenant is responsible for yard maintenance per the lease and fails to meet this requirement, SmartEgg retains the right to schedule lawn service at Tenant's expense. Cost for service will vary depending on size, condition and other factors. A fine also applies. Charges will be added to the tenant ledger and must be paid online within 48 hours.
- **Breakers** Any service call due to a tripped breaker will be charged to the Tenant. Please check breakers before submitting a maintenance request.
- **Exterior Items** Unless otherwise authorized by this lease, Tenant may not install or permit, even temporarily, any item that causes a suspension or cancellation of Landlord's insurance coverage or an increase in insurance premiums. These items include, but are not limited to: trampoline, swing set, jungle gym, spa, hot tub, above-ground pool, treehouse, fort, or fire pit.
- **Lockouts** If the Tenant is locked out of the property during regular business hours he/she may borrow a key from SmartEgg for a fee and the key must be returned within 48 hours. After business hours, keys are not available and the Tenant may call a locksmith at the Tenant's expense.
- **Modifications to the Property** See Section 17D in the Residential Lease regarding Prohibitions. If the Tenant wishes to make modifications, such as painting or adding fixtures, Tenant must request these in writing through the Tenant Portal and receive written approval and agree to any applicable conditions before proceeding. Conditions may include additional fees, deposits or parameters for the modification.
- **Inspections** Tenants agree to quarterly inspection of unit at the discretion of SmartEgg. Tenants will be contacted to schedule walk-through. If Landlord or Landlord's agents have made prior arrangements with

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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, Landlord will charge Tenant a trip charge.

- **Animals** If an animal is authorized to be at the Property, Tenant is responsible for the actions of the animal at all times and agrees to abide by the following rules:
  - a. The animal shall not violate the rights of others whether the animal is inside or outside the home.
  - b. No animal offspring or breeding is allowed on property. Please spay/neuter your animals.
  - c. Tenant is responsible for maintaining the yard and cleaning all animal defecation daily.
  - d. SmartEgg maintains right to make reasonable changes to rules in writing to Tenant.
  
- **Pet/Animal Applications** If a Tenant decides to renew/extend the term of their lease at any lease renewal period, Tenants with animals will be required to fill out new a new Pet Application per animal at <https://www.petsscreening.com/referral/CTPbCcR8L6di> and pay the required fee(s). No fees are charged for service or support animals.
  
- **Smoking** Smoking is not permitted inside any structure of the property. If there is a detection of smoke inside the property, tenant will pay a fine; the cost of cleaning and repainting or flooring the property will also be charged to the Tenant.
  
- **Early Termination** See also Section 28 of the Residential Lease Agreement. If Tenant terminates this Agreement early for any reason not covered under Section 28A, Landlord or Landlord's Agent will make every effort to find a replacement Tenant. Tenant is responsible for all costs associated with finding a replacement Tenant, including but not limited to the fee outlined in Section 28B(4), lease commission, cleaning, damages, and locksmith charges to rekey the Property. Tenant is also required to pay rent and keep all utilities on until a replacement Tenant has moved in, even if the Property is empty between the Tenant's move-out and the next Tenant's move-in.
  
- **Move-Out** Upon move out, Tenant will have residence and carpets (if the latter is present) professionally cleaned. Tenants with pets must professionally de-flea and deodorize residence. Receipts for services must be turned in when keys are turned in. If SmartEgg fails to receive receipts by lease expiration date, a fine applies, plus cost of services will be charged to the Tenant.
  
- **Move-Out Fees** Tenant will be charged a fine, plus associated costs for the following: missing/dead smoke detector batteries, missing smoke detectors, missing or burnt light bulbs, and dirty or missing air filters.
  
- **Odors** Tenant agrees that if any strong odors, regardless of cause, exist in residence after move-out, Tenant will pay for deodorizing to be conducted by a company that specializes in removing odors.
  
- **Late Fees** If Tenant is charged a fee for any reason as allowed in this Lease or Lease Addendum, failure to pay the fee within 7 days will result in late fees being applied on the 8th day.
  
- **Fees** Landlord's Agent may charge fees to handle special requests made by the Tenant. An example would be a letter that the Tenant needs the Landlord's Agent to prepare and send to a utility provider.

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## COLD WEATHER/FREEZES

Freezing temperatures can cause pipes to burst, which can lead to water damage to the Property. As part of caring for the Property, in the event of a freeze or forecasted freeze,

Tenant agrees to:

- Remove garden hoses from outside faucets and turn off water to outside faucets if the premises are so equipped before the onset of freezing weather. Wrap a towel around each outside faucet, cover it with a plastic bag, then completely duct tape over the plastic bag, making sure to cover where the bag meets the wall.
- Leave inside hot and cold faucets dripping at a steady pace during below-freezing temperatures to avoid freezing the water system.
- Leave cabinet doors open under sinks to allow room air to heat those areas.
- Leave at least one heat source on while away.
- Make arrangements if away during a freeze for a friend or neighbor to check your home and make sure the above actions (a.-d.) are taken. Tenant may also enlist SmartEgg to do this for a fee.
- Provide heating and to promptly pay any and all charges made by the utility company to ensure the premises will have the use of heat, power, and water at all times.
- Immediately shut off the water supply if a pipe bursts.
- Explicitly assume the risk of loss or damage to the premises and shall pay for such loss or damage caused by any freezing, which results in Tenant's failure to provide heating or any shutoff of utilities due to non-payment of bill.
- Pay for temporary housing should the plumbing freeze until pipes can be professionally thawed. Tenant is NOT authorized to thaw any frozen pipes under any circumstance.
- Remove accumulations of ice or heavy snow from awnings, patio covers, flat roofs and gutters to prevent damage to the same.
- Remove snow and ice per city ordinance, from all sidewalks leading to and from the Tenant's premises and mailbox.
- Tenant agrees to keep a clean filter in the furnace during the time the furnace is on and operating.

Failure to comply with any of the aforementioned provisions will result in the Tenant paying for all costs of damage caused to the premises by their negligence during freezing weather.

## SMOKE DETECTORS

### Smoke Detectors

Tenant will acknowledge upon move-in that the Property is equipped with one or more smoke detectors, that the smoke detector(s) have been tested and/or inspected and that the Tenant finds it/them to be in good working order.

### Maintenance

Tenant agrees to periodically test all smoke detectors at the Property to make sure they are working properly, and to change batteries at Tenant's expense.

### Repairs

Tenant agrees to contact Landlord's Agent right away to report any repairs or replacements, other than batteries, needed to smoke detectors.



**Reimbursement of Expense**

Tenant agrees to reimburse Landlord’s Agent for repairs or replacements required due to damage caused by Tenant or Tenant’s guests.

**Disclaimer**

Tenant acknowledges and agrees that Landlord and Landlord’s Agent are not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s). Tenant assumes full and complete responsibility for all risks and hazards attributable to, connected with, or in any way related to the operation, malfunction or failure of the smoke detector(s), regardless of whether such malfunction or failure is attributable, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of said smoke detector(s). No representations, warranties, undertakings or promises, whether oral or otherwise, have been made by the Landlord, its agents or employees, to the Tenant regarding said smoke detector(s), or the alleged performance of the same. Landlord and Landlord’s agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and expressly disclaims all warranties of fitness for a particular purpose, or habitability, or any and all other expressed or implied warranties. Landlord and Landlord’s Agent shall not be liable for damages or losses to person or property caused by: 1) Tenant’s failure to regularly test the smoke detector(s); 2) Tenant’s failure to notify the Landlord’s Agent of any problem, defect, malfunction, or failure of the smoke detector(s); 3) theft of the smoke detector(s) or batteries; 4) false alarms produced by the smoke detector(s).

**Entire Agreement**

The parties to this addendum acknowledge that this written addendum is the entire agreement of the parties relative to the smoke detector(s) at the above-referenced Property. Any agreement that in any way varies the terms and conditions of this addendum shall be unenforceable and completely void unless such agreement is in writing and signed by both parties.

**Terms**

The term of this addendum shall be the same as the term of the Residential Lease, or any renewal or extension thereof.

**Agreed to by:**

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Date*

\_\_\_\_\_ *Date*

Abigail Lipson, Landlord’s Representative \_\_\_\_\_ *Date*

## LEASE ADDENDUM - RESIDENT BENEFITS PACKAGE

The High Fidelity Properties Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$45.95/month, payable with Rent.

Tenant and Landlord mutually agree that the Resident Benefits Package is defined as follows and variations or inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable due to a lack of HVAC or other property-specific limitations, unless otherwise specified below.

**HVAC Filter Delivery:** A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 30 days, or as required by your HVAC system. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. Landlord may charge a trip fee to perform the filter change, as required, at Tenant expense. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package.

**Move-in Concierge Service:** Tenant acknowledges that Landlord will make available a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation. Tenant maintains the right to facilitate his/her own service activations. Tenant agrees to abide by all HOA and other lease restrictions and guidelines applicable to utilities.

**Resident Rewards:** Tenant acknowledges that a Tenant rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of Landlord.

**Credit Building:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

### **Renters Insurance Requirements & Program:**

The Landlord requires Tenant obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

Option 1: Do nothing. Tenant will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of Tenant's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by High Fidelity Properties for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.

Option 2: Buy a policy. If Tenant prefers, Tenant may find, purchase, and maintain another policy that satisfies the Landlord's requirements. The Resident Benefits Package monthly amount will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord. It is Tenant's responsibility to pay premiums directly to your insurance provider. If the policy is terminated or lapses, Tenant will be subject to a lease violation fee of \$100 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and legal liability
- High Fidelity Properties is listed as additional insured
- High Fidelity Properties address is listed as: PO Box 66012, Dallas, TX 75266

**Home Buying Assistance:** Landlord is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.

**24-Hour Maintenance Coordination Service:** Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

**Online Portal Access:** Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

**Multiple Payment Methods:** All rental payments can be paid in a variety of ways using Tenant's portal. Available options include ACH, debit and credit cards, along with participating retailers (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Tenant's expense.

**Vetted Vendors:** Landlord will ensure all third-party vendors are appropriately licensed, bonded, and insured.

**Deposit-Free Option:** A flexible security deposit alternative for our most qualified renters. Allows you to keep more money in your pocket and rent deposit-free!



**Agreed to by:**

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Date

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Date

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Date

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Date

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Michelle Gonzalez, Landlord's Representative    Date



## DEPOSIT ALTERNATIVE – TERMS OF SERVICE

**Qira Security Deposit Alternative** (the “Service”) is a *third-party service* that is provided by Qira ([www.qira.com](http://www.qira.com)), not by the Landlord. Landlord permits qualifying Tenants to subscribe to the Service in lieu of payment of a Deposit. (Deposits include Security and Pet Deposits.)

Qira offers Tenants the opportunity whereby, for a fee paid to Qira by the Tenant, Qira shall pay to the Landlord the Deposit, as included in the lease agreement between the Tenant and the Landlord (“Qualified Lease”), on the Tenant’s behalf.

If accepted to the Service, the Landlord shall allow the Tenant to use the Service as a replacement for paying the Deposit under the Qualified Lease agreement, subject to the following conditions:

1. To qualify for the Service, Tenant shall fill out an application with Qira via Qira’s portal and be approved by Qira.
2. After accepted to the Service, Tenant shall sign a Terms of Service Agreement with Qira.
3. The term of the Service is equivalent to the term of the Qualified Lease agreement unless the Qualified Lease ended before the date indicated in the agreement or if Qira terminates its Service for any reason. Tenant shall not end the service without Landlord’s prior written consent.
4. If the Service terminates for any reason, Tenant agrees to pay the deposit amount stated in the Qualified Lease to the Landlord within ten (10) days of such termination.
5. Tenant agrees to be solely and exclusively responsible for the payment of any claim made by the Landlord against the Tenant under the Qualified Lease. Tenant shall repay Qira if all or any portion of the Deposit is held back by the Landlord or forfeited.
6. Tenant acknowledges and agrees that the fee to Qira must be paid in full and is nonrefundable.
7. Tenant agrees and acknowledges that if the Service was utilized by the Tenant, the Landlord shall not have any obligation to return a cash deposit to the Tenant at the end of the Qualified Lease.

**Agreed to by:**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

Abigail Lipson, Landlord’s Representative \_\_\_\_\_ Date



## TENANT FEE SCHEDULE

1. Tenant is responsible to pay all costs to remedy violations in addition to the listed fee.
2. Fees may be subject to change with 30 days notice and will be sent by email and/or posted in the Announcements section of the tenant portal.
3. See also the fees in the Residential Lease. Please make sure you are familiar with those fees.

### **VIOLATION FEES – THESE FEES ARE COMPLETELY AVOIDABLE.**

Utilities not turned on by lease start date	\$50 + \$10/day until remedied
Failure to return signed Bed Bug Addendum	\$50
Air filter not changed per schedule. Missed filter shipments will not be refunded. If your filter doesn't arrive, contact us right away and a replacement will be sent; please don't purchase your own unless your lease specifies to do so.	\$50
Canceled renters insurance policy during tenancy	\$100
HOA violations	\$25 + HOA violation fee
Failure to notify Landlord of phone/email changes within 5 days (Paragraph 12B)	\$25
Failure to maintain yard—1st instance	\$50
Failure to maintain yard—2nd instance	\$50 + yard maintenance contract
Failure to return vendor phone call within 48 hours for needed maintenance/repairs	\$25/day
Remove, change, add, or rekey any lock	\$250/instance
Unauthorized occupant (Paragraphs 12A & 12E)	\$100 + \$25/day until gone
Parking exceeding Paragraph 13	\$25/vehicle + \$10/ day until removed
Service call due to a tripped breaker.	Cost of Service
Making your own repair or hiring vendor to repair without permission	\$50
Utilities turned off at any point before 11:59pm on lease expiration date	\$50 + \$10/day until utilities on
Evidence of smoking (stains, burns, odor, debris)	\$500
Installation of spa, hot tub, pool, trampoline, or fire pit without permission	\$250 + \$25/day until remedied
Failure to pay Pet Deposit	\$100 + \$10/day until remedied
Failure to keep yard clean of pet excrement, 1st violation	\$100 + \$25/day until remedied
Failure to keep yard clean of pet excrement, 2nd violation	\$100 + \$25/day until remedied, and regular pet waste removal service will be implemented at Tenant's expense.
Pool/spa not maintained	\$100 + \$10/day until remedied
Water furniture at the property	\$250 + \$25/day until removed
Hazardous material such as flammable or explosive materials on the Property	\$500/instance + \$50/day until removed
Disposing any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property	\$500
Using Property as a Short-Term Rental	\$500 + \$25/day until remedied



**VIOLATION FEES – THESE FEES ARE COMPLETELY AVOIDABLE.**

Removing any part of Property or any of Landlord’s personal property from Property	\$250/item
Disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property	\$100/instance
Alter, replace or remove flooring material, paint, or wallpaper	\$100
Prepare and deliver Notice Terminating Right of Occupancy due to lease breach	\$100
Failure to pay any assessed fees within 7 days	\$10/day

**OTHER FEES**

Borrow key due to lockout	\$25
Re-key due to lockout outside of business hours	\$50
Add tenant to lease after lease has been executed	\$100 + application fee/tenant
Remove tenant from lease after lease has been executed	\$100/tenant
Add pet to lease	\$100 + pet screening fee + pet deposit
Rent submitted other than through tenant portal	\$5/payment
Letter requested by tenant for any purpose	\$15
SmartEgg will prepare property for a freeze if tenant or friend/neighbor is not available to do so.	\$50/visit

**MOVE-OUT FEES – THESE FEES ARE COMPLETELY AVOIDABLE.**

Failure to have property professionally cleaned	\$50
Failure to have carpets professionally cleaned	\$50
Failure to provide professional cleaning receipt (and carpet cleaning receipt, where applicable) within 2 days of lease expiration date	\$50
Missing or dead smoke detector batteries, missing smoke detectors, missing or burnt-out light bulbs, and dirty, old or missing air filters	\$50
Yard not maintained	\$50
Missing keys, pool cards, mailbox keys, garage door openers, fan/light remotes	\$25/item
Tenant’s personal property left behind	\$100

**Terms**

The term of this addendum shall be the same as the term of the Residential Lease, or any renewal or extension thereof.

**Agreed to by:**

\_\_\_\_\_ Date

\_\_\_\_\_ Date

\_\_\_\_\_ Date

Abigail Lipson, Landlord’s Representative Date



## Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>SmartEgg Properties</u> Licensed Broker /Broker Firm Name or Primary Assumed Business Name	<u>360978</u> License No.	<u>bill.spencerproperties@gmail.com</u> Email	<u>(512) 577-7220</u> Phone
<u>Spencer Properties, Inc.</u> Designated Broker of Firm	<u>360978</u> License No.	<u>bill.spencerproperties@gmail.com</u> Email	<u>(512) 577-7220</u> Phone
<u>Spencer Properties, Inc.</u> Licensed Supervisor of Sales Agent/ Associate	<u>360978</u> License No.	<u>bill.spencerproperties@gmail.com</u> Email	<u>(512) 577-7220</u> Phone
<u>Michelle Gonzalez</u> Sales Agent/Associate's Name	<u>510485</u> License No.	<u>info@smarteggmgmt.com</u> Email	<u>512-910-4408</u> Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date



### ANIMAL AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

## ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_

### A. ANIMAL AUTHORIZATION AND DESCRIPTION:

- (1) An assistance animal is not a pet. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.
- (2) Tenant may not keep any animal on the Property, other than an assistance animal, unless specifically authorized by this agreement. "Animal" includes all animals, whether mammal, reptile, bird, fish, rodent, or insect.
- (3) Tenant may keep the following animal(s) on the Property until the above-referenced lease ends.

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
 Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Spayed/Neutered? yes no Rabies Shots Current? yes no Assistance Animal? yes no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
 Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Spayed/Neutered? yes no Rabies Shots Current? yes no Assistance Animal? yes no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
 Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Spayed/Neutered? yes no Rabies Shots Current? yes no Assistance Animal? yes no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
 Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Spayed/Neutered? yes no Rabies Shots Current? yes no Assistance Animal? yes no

### B. CONSIDERATION: This Paragraph does not apply to assistance animals. In consideration for Landlord's authorization for Tenant to keep the animal(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 an animal deposit of \$\_\_\_\_\_. The animal 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 animal 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.

(TXR-2004) 07-08-22 Initialed for Identification by Landlord: \_\_\_\_\_, \_\_\_\_\_, and Tenants: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Page 1 of 3

**C. ANIMAL RULES:** Tenant must:

- (1) take all reasonable action to ensure that any animal 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 animal;
- (3) keep the rabies shots of any animal current;
- (4) confine any animal that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
- (5) confine any animal, other than a dog or cat, that is not an assistance animal in appropriate cages at all times;
- (6) promptly remove any animal 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 animal.

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

**E. DISCLOSURE CONCERNING ANIMALS:**

- (1) Is Tenant aware of whether any of the animals 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 animals 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 animal;
  - (b) any personal injuries to any person caused by any animal; and
  - (c) any damage to any person's property caused by any animal.
- (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 animal or Tenant.

**H. DEFAULT:** If Tenant breaches any provision in this animal 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: **Michelle Gonzalez**

Firm Name: **SmartEgg Properties**





## Help! I have mold (What is it?)

Mold is a type of fungus that is present everywhere in our natural environment. Mold spores, which are tiny microscopic 'seeds,' can be found anywhere, including inside homes, and are a part of the general dust found in homes. These spores can begin to grow on building materials and furnishings if they get wet or stay moist. If visible mold is allowed to grow unchecked, it will eventually damage what it is growing on, which may include both the building and personal belongings.

The key to preventing mold growth is preventing moisture problems by finding and stopping the source of moisture such as a plumbing or roof problem and then quickly fixing and drying any water leaks or spills that might occur. Common moisture problems include pipe leaks, roof leaks, floodwaters, sewage back-ups and over-flowing toilets/sinks/bathtubs.

Tenants should promptly notify their landlord when they find a moisture problem or mold growth. Any conversations should be followed up with a letter to the landlord to avoid misunderstandings. Sending such a letter by certified mail, return receipt requested, provides the best proof that it has been received. Keep a copy of the letter for future reference.

## What can TDLR do?

TDLR regulates professionals who provide mold assessment and remediation services in Texas to ensure that the public has access to mold assessors and remediators who are properly trained and licensed. TDLR does not have regulatory authority to require inspection or testing for moisture or mold in homes, apartments or other buildings and cannot require a landlord or someone else to clean or remove mold.

## MOLD REMEDIATION CONSUMER PROTECTION

For more information, please contact the TDLR Office of Strategic Communication: [media.inquiries@tdlr.texas.gov](mailto:media.inquiries@tdlr.texas.gov).

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## Is mold testing necessary?

Generally, it's not necessary to identify the species of mold growing in a residence, and the Centers for Disease Control (CDC) does not recommend routine sampling for molds. It's more important to find the source of the moisture and eliminate it, otherwise the problem will return. When the moisture is eliminated, the mold will no longer grow and will die.

If you or your landlord choose to pay for testing before remediation work starts, the licensed mold assessment consultant who will do the assessment should establish criteria for interpreting the test results. When mold cleanup is necessary, the licensed mold assessment consultant will develop a protocol that the mold remediation contractor will follow. The protocol will specify the estimated quantities and locations of materials to be remediated, methods to be used and cleanup criteria that must be met.

The results of mold samples taken in your unique situation cannot be interpreted without physical inspection of the contaminated area or without considering the building's characteristics and the factors that led to the present condition.

TDLR recommends that people consult a health care provider if they are concerned about the effects of mold on their health.

## What can I do about the mold?

Tenants and landlords should try to work cooperatively to investigate and correct moisture problems and remove mold growth. If you can see mold or smell a musty odor, carefully inspect the home, paying special attention to hidden areas such as plumbing access areas, crawl spaces, behind mirrors and furniture, attics, closets and cupboards.

Mold growth should be cleaned from non-porous surfaces such as concrete, metal, glass, tile, and solid wood. Mold growth is difficult to clean from absorbent (porous) surfaces such as drywall, carpet, fleecy furnishings and insulation, so these kinds of moldy materials should be removed and discarded.

Merely applying a chemical such as bleach to drywall, without removing the mold source, is not a permanent effective solution. Painting over mold is also not an effective solution.

Personal belongings can be kept if there is no mold growth on them. These items may need a deep cleaning to remove mold particles (spores) that have settled in the fabric.

## Who can do this work?

TDLR licenses people and companies who inspect and test for mold in buildings (mold assessment), and those who clean and remove mold (mold remediation). Be sure to confirm that the professionals you're hiring are licensed by TDLR to perform this service.

In most instances, areas of visible mold less than 25 contiguous square feet in area may be cleaned or removed by people who are not licensed.

- Owners or managers of buildings with fewer than 10 dwelling units do not have to be licensed to perform mold assessment or mold remediation on a residential property. This exemption applies regardless of the total surface area within the residential property that is affected by mold growth.
- The remediation of 25 contiguous square feet or more of visible mold in residential properties with 10 or more units must be conducted by a licensed Mold Remediator. Small areas of mold growth (less than 25 contiguous square feet) can be cleaned/removed by an owner or by maintenance staff.

## My landlord won't do anything about the mold. Who can help me?

Mold issues are typically governed by the lease agreement and treated like other maintenance matters where you would submit a written request to your landlord or property owner. Current Texas law does not require landlords or property owners to inspect for or clean mold.

TDLR cannot advise you on legal issues such as paying rent, requesting to be moved to another unit, breaking your lease, or preventing an eviction. Tenants are encouraged to work with their landlords and property owners to come to mutual agreement about how to deal with a mold situation.

Here are some resources:

- A tenant can try to file a complaint with the local city or county health department. You can find listings of Local Health Departments in Texas at: <http://www.dshs.texas.gov/regions/lhds.shtml>.
- You could contact your City Building Official (Code Compliance). The building official may inspect the unit to determine if it is structurally sound. They may also, in some cases, enforce maintenance provisions of the building code.
- The Texas Office of the Attorney General (OAG) has advice for consumers here: [www.oag.state.tx.us/consumer/tenants.shtml](http://www.oag.state.tx.us/consumer/tenants.shtml).
- For legal assistance, you may wish to contact the State Bar of Texas Lawyer Referral and Information Service: (800) 252-9690.
- Texas Apartment Association, Resources for Renters: <http://www.taa.org/renterinfo>.
- Texas Tenant Advisor: <http://texastenant.org/>
- TDLR consumer mold information sheet: <https://www.tdlr.texas.gov/mld/pdf/CMIS.pdf>

## Links

### **MOLD STATUTE AND RULES:**

<https://www.tdlr.texas.gov/mld/mld.htm>

### **LICENSED TEXAS MOLD ASSESSORS AND REMEDIATORS:**

<https://www.tdlr.texas.gov/LicenseSearch/LicenseSearch.asp>

### **FILE A COMPLAINT REGARDING MOLD LICENSEES, OR REPORT UNLICENSED ACTIVITIES:**

<https://www.tdlr.texas.gov/complaints/>

### **U.S. CENTERS FOR DISEASE CONTROL (CDC) INFORMATION ABOUT MOLDS:**

<http://www.cdc.gov/mold/faqs.htm>

## Mold prevention tips

- Use a towel or squeegee to dry off wet surfaces after bathing. Bathtub or showers corners and joints, including tile crevices, are more susceptible to mold growth, so be sure to dry off those surfaces.
- Keep humidity levels as low as you can — no higher than 50% — all day long. An air conditioner or dehumidifier will help you keep the level low.
- Use air conditioner or a dehumidifier during humid months.
- Clean bathroom with mold-killing products.
- Do not carpet bathrooms.
- Quickly clean up and dry any liquids that might get on carpets. (If carpets stay wet, notify the landlord).
- Ensure good air movement in your home: open windows when possible.