**Residential *Lease*—Long Form**

***LEASE***

**Preamble—Persons and Premises**

This ***lease*** is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Landlord” or “we” or “us”), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*status, e.g.,* a corporation *or* husband and wife *or* a ***single*** individual], and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Tenant” or “you”). We ***lease*** to you—and you ***lease*** from us—the premises (“the ***leased*** premises” or “the premises”), [*if for* ***lease*** *of apartment* known as Apartment No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (and the furnishings in the Apartment) in the building known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“the building”)], located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas. The property is described as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**Term**

**[*If parties elect to create term of years:*]**

1. The ***lease*** term will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier as this ***lease*** provides.

**[*OR*]**

**[*If parties elect to create periodic tenancy:*]**

1. The ***lease*** term will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*e.g.,* month to month *or* week to week]. Either party may terminate this ***lease*** at any time by giving written notice at least \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*number, e.g.,* 30] days in advance.

**Postponed Delivery**

2. If we cannot give possession of the premises on the above beginning date for any reason, we will not be subject to any liability, nor will the validity of this ***lease*** be affected nor the ***lease*** term extended. Under these circumstances, the rent will not begin until possession is tendered to you. But if we do not tender possession to you within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*number, e.g.,* 30] days following the above beginning date, then at any time after that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*number, e.g.,* 30]-day period, and before we tender possession, you may terminate this ***lease*** by written notice to us. When we receive the notice, all rights and obligations of both parties under this ***lease*** will cease.

**Rent**

3. You will pay us at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*location, e.g.,* the management office] or at any other place or places that we may from time to time designate by written notice served on you—without deduction or offset of any kind—as rent for the premises, the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for each calendar month of the term, payable in advance on the first day of each such calendar month, except that the first month’s rent will be paid at the time you execute this ***lease***. For any period less than a full calendar month, the monthly rental will be proportionately reduced.

**[*Optional provision when prohibiting cash rent payments*]**

**Method of Payment**

3A. You will pay rent by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*e.g.,* check or money order]. Cash is not allowed.

**Parking**

4. You may use the area on the premises reserved for parking motor vehicles. You may use this parking area to park an automobile, a truck not larger than three-quarter ton, or a motorcycle, but not any other type of vehicle without our written consent. You may not wash or disassemble any motor vehicle on the premises without our written consent.

**Rent for License to Use Parking Area**

5. In addition to rent specified in Paragraph 3, you will pay us, for the license to use the parking area, $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*e.g.,* month] in advance at the same time and same place as provided in Paragraph 3 for paying rent.

**Painting and Cleaning Fee**

6. You will pay us a nonrefundable cleaning and painting fee of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ when you execute this ***lease***. This fee constitutes additional consideration for executing the ***lease*** and does not constitute a security deposit.

**[*If lease is for apartment*]**

**Services Rendered by Us**

7. We will provide without additional or separate charge to you:

1. Heat when required for comfortable use of the apartment.
2. Hot and cold water in reasonable quantities.
3. Electricity in reasonable quantities.
4. Automatic elevator service.
5. Janitor service for the common areas of the building, but not for the Apartment.
6. Garbage disposal facilities.

We do not warrant the quality or adequacy of the supply of heat, water, or electricity, nor do we warrant that any of the services mentioned above will be free from interruption caused by repairs, improvements, or alterations of the building or the Apartment or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond our reasonable control. Any such interruption—and any other inability on our part to fulfill our ***lease*** obligations resulting from any such cause—will not be considered an eviction or disturbance of your use and possession of the Apartment, or render us liable to you for damages, or relieve you from performing your ***lease*** obligations.

**[*OR*]**

**[*If lease is for single-family dwelling*]**

**Utilities**

7. You must pay promptly as they become due all charges for furnishing water, electricity, garbage service, and other public utilities to the premises during the ***lease*** term.

**[*If lease is for single-family dwelling*]**

**Taxes**

8. You must pay, not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days before they become delinquent, all taxes and assessments of any kind levied or assessed (including water taxes) during the ***lease*** term on the premises or on any fixtures, furniture, appliances, or personal property located on the premises. You must furnish us with proof of payment not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days before the tax or assessment becomes delinquent.

**Use of Premises**

9. You may use the premises for private-residence purposes only, and the premises may be used for these purposes by not more than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ persons and for no other purpose without our written consent. You will not make or permit any use of the premises—or do or permit any act—including keeping anything, in or about the premises, that, directly or indirectly, will tend to injure the reputation of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [building *or* ***single-family*** dwelling]; endanger the health or safety, or disturb the peace and quiet, of any resident of [the building or] the neighborhood; violate any law, ordinance, or regulation; or violate the terms of, or cause any increase in the rate under, any insurance policy covering or relating to the premises. You will comply with all laws, ordinances, and governmental regulations and with any direction of any public officer, under law, that imposes any duty on you with respect to the premises or the occupation of them.

**[*If lease is for apartment*]**

**Building Standards**

10. You agree to observe all Building Standards set forth at the end of this ***lease*** and agree that we may amend them and adopt further Building Standards as we consider reasonable or desirable for the proper and orderly care, use, and operation of the premises and the building and grounds. Such further Standards will be effective as if set forth at the end of this ***lease*** on notice of their contents to you. We will not be liable to you for violation of any of the Standards—or the breach of any provision in any ***lease***—by any other tenant in the building.

**Inspection by Us**

11. You will permit us and our agents to enter the premises at all reasonable times for inspection purposes.

**[*OR*]**

11. We may enter the premises during normal business hours for inspection purposes only after giving you \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [hours’ *or* days’] advance notice.

**Right of Entry for Repairs**

12. We reserve the right to enter the premises at all reasonable hours (and, if in our opinion an emergency exists requiring immediate action, at any time) to repair or improve them, or to carry out any work or activities concerning the safety, protection, or preservation of the premises [or the building]. We may, at any reasonable time during the last \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days of the ***lease*** term, enter the premises to exhibit them to prospective tenants.

**[*OR*]**

12. We may enter the premises to repair or improve them, or to carry out any work or activities concerning the improvement, safety, protection, or preservation of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [apartment *or* building *or* premises], or to show the premises to prospective buyers, lenders, or tenants during normal business hours only and only after giving you \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [hours’ *or* days’] advance notice. However, if in our opinion an emergency exists requiring immediate action, we may enter the premises at any time—without advance notice—for repair purposes.

**Condition of Premises**

13. Your taking possession of the premises is conclusive evidence that the premises, including equipment and fixtures [and furnishings], and the building were clean, sanitary, and in good order and condition. You will, throughout the ***lease*** term, keep the premises [and furnishings] in good, clean, and sanitary order and condition.

**[*OR*]**

13. You have examined the premises and the appliances [, furniture, furnishings,] and fixtures contained in the premises, and you accept them as being clean and in good condition and repair, except for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. You will, throughout the ***lease*** term, keep the premises [and furnishings] in clean and good condition and repair.

**Altering Premises**

14. You will make no alterations (including painting and decorating) in, or additions of any kind to, the premises or its fixtures [, furnishings,] or equipment without our prior written consent, which we may refuse, or condition in any manner, in accordance with our sole determination, which is conclusive. All such alterations or additions that we approve are at your sole expense, and you will hold us harmless from all liabilities in any way connected with them. All additions, hardware, fixtures, and improvements placed in the premises by you or us are our property and will remain on the premises on any termination of the ***lease*** term, except \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If you alter or improve the premises or paint or redecorate them without our prior written consent, you will bear and must promptly pay us—on written demand—the full cost of restoring the premises to their prior condition.

**Responsibility for Liability Claims**

15. We are not liable—and you waive all claims—for injury to or death of persons or damage to or loss of property sustained by you or your invitees or guests resulting from the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [building *or* premises] or any part of it, or resulting from any of its equipment or appurtenances being out of repair, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [building *or* premises] or of any other person, or from any other cause except our gross negligence.

**Condemnation**

16. If, during the ***lease*** term or any extension or renewal of this ***lease***, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this ***lease*** will terminate, and the rent will be abated during the unexpired portion of this ***lease***, effective as of the date the condemning authority takes the premises.

If less than all of the premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, this ***lease*** will not terminate, but we will restore and reconstruct the building and other improvements situated on the premises at our own expense, if restoration and reconstruction will make the premises reasonably tenantable and suitable for use as a residence. The rent payable during the unexpired portion of this ***lease*** will be adjusted equitably.

We and you are each entitled to receive and retain any separate awards or portions of lump-sum awards as are allocated to our and your respective interests in any condemnation proceedings. The termination of this ***lease*** will not affect our and your rights to such awards.

**End of Term**

17. When the ***lease*** term expires or otherwise terminates, you will quit and surrender to us the premises [and the furnishings listed in Exhibit A attached to this ***lease***] in as good, and as clean, order and condition as they were in when the term began, and, to the extent required by us, all improvements and alterations made by you will be removed and the premises restored to their condition when the term began. If, in order to comply with your obligations, any repairs, restoration, or cleaning is required, you will bear the costs. Your obligation under this paragraph will survive the expiration or other termination of the ***lease*** term.

**Holding Over**

18. If you remain in possession of the premises after the ***lease*** expires or otherwise terminates, then, if we elect by written notice to you, but not otherwise, you will be considered a tenant from month to month and subject to all of the terms of this ***lease***, except for (a) the ***lease*** term, and (b) the monthly rental, which, unless we and you agree otherwise in writing, will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, respectively.

**Joint and Several Tenancy**

19. If more than one person executes this ***lease*** as a tenant, each tenant’s obligations under the ***lease*** are joint and several, and any act of, notice to, refund to, or signature by any one or more of them, in relation to renewal or termination of this ***lease***, or under or with respect to any of the provisions of this ***lease***, will fully bind all of the persons executing this ***lease*** as tenants.

**Rights and Remedies Cumulative**

20. The rights and remedies of this ***lease*** are cumulative, and either party’s use of any one right or remedy does not preclude or waive that party’s right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**Objectionable Conduct; Right to Terminate**

21. If we deem objectionable or improper any conduct in or about the premises on your part or that of your ***family***, agents, employees, visitors, guests, or licensees, we may give you \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days’ notice of intention to terminate this ***lease*** and tender any rent already paid on account of the then-unexpired term, and when that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-day period expires, this ***lease*** will terminate, and you will then surrender the premises to us as this ***lease*** provides.

**Insolvency, Default, Other Grounds; Right to Terminate**

22. We may, if we so elect, with or without notice, immediately terminate this ***lease*** or, without terminating it, immediately terminate your right to possess the premises, under any of the following circumstances:

1. You default in paying rent or in promptly and fully performing any provision of this ***lease***.
2. Your leasehold interest is levied on or attached by process of law.
3. You make an assignment for the benefit of creditors.
4. A receiver is appointed for any of your property.
5. You abandon the premises.

If, in any such case, we terminate the ***lease***, we are entitled to recover from you an amount equal to the rent currently in effect under this ***lease*** for the balance of the ***lease*** term, less the fair rental value of the premises for the balance of the term.

**Repossessing Premises**

23. On any termination of this ***lease***, or on any termination of your right to possession without termination of the ***lease***, we may enter and repossess the premises and remove any property from them, without being guilty of trespass, eviction, forcible entry, or detainer.

**Reletting for Your Account**

24. If, under the foregoing provisions, we are entitled to—and elect to—terminate your right to possession only, without terminating the ***lease***, our exercising of our rights under Paragraph 23, above, will not terminate the ***lease***, and on and after entry into possession without terminating this ***lease***, we may, but need not, relet the premises or any part of them for your account for such rent, for such time, and on such terms as we determine in our sole discretion. In any such case, we may redecorate and make repairs, alterations, and additions in or to the premises to the extent we consider necessary or desirable, and you will, on demand, pay the cost of them, together with our reletting expenses. If the consideration we collect on reletting for your account is not enough to pay monthly the full amount of the rent reserved in this ***lease***, you will pay us the amount of each monthly deficiency on demand.

**Abandoned Property**

25. We may handle, dispose of, or remove, at your risk and expense, any of your property left in the premises [or the building] after this ***lease*** or your right of possession terminates for any reason, and we will in no event be responsible for any property you leave in the premises [or the building]. You will pay us, on demand, all expenses incurred in such disposition, including reasonable charges for storage, but we have no obligation to provide storage, and you expressly consent to our sale, discard, or any other disposition of the property.

**Reimbursement of Our Expenses**

26. You will pay on demand all of our expenses, including attorney’s fees, incurred in enforcing your ***lease*** obligations.

**No Waiver**

27. Our waiving any default or breach of any provision of this ***lease*** by you will not constitute a waiver of any other breach by you of the same or any other provision of this ***lease***.

**Subordination**

28. This ***lease*** is subordinate to all recorded covenants and conditions that now affect—and to all ground or underlying ***leases***, mortgages, or deeds of trust that may now or in the future affect—the real property of which the premises form a part, including ***leases***, mortgages, and deeds of trust that cover this real property and other premises as a blanket lien or otherwise, and to all renewals, extensions, modifications, consolidations, and replacements of them. This clause is self-operative; no further instrument or act is required to effectuate this subordination, but, in confirmation of this subordination, you will execute promptly any certificate or other document that we request.

**Interest**

29. All amounts (other than rent) that you owe us under this ***lease*** must be paid within \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days from the date we render statements of account to you and will bear interest at the rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent annually after that date until paid.

**Assignment and Subletting by You**

30. You may not assign this ***lease*** or any interest under it, or sublet the premises or any part of them, or permit the use or occupancy of the premises or any part of them by anyone other than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*specify persons authorized to use or occupy premises, e.g.,* you and your spouse and child].

**[*OR*]**

30. You may not, without our prior written consent, assign this ***lease*** or any interest in it, nor sublet the premises, or any part of them, or any right or privilege pertinent to them.

**[*OR*]**

30. You may, without our prior written consent, assign this ***lease*** and any interest in the premises, and you may sublet the premises, or any part of them, or any right or privilege pertinent to them.

**Assignment by Us**

31. We may assign any or all of our interest under the terms of this ***lease***.

**[*OR*]**

31. We may not assign any or all of our interest under the terms of this ***lease***.

**Notices and Addresses**

32. All notices to be given under this agreement will be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

| **Landlord** | **Tenant** |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name*] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name*] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*address*] | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*address*] |

**Parties Bound**

33. This agreement will bind and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

**Texas Law to Apply**

34. This agreement is to be construed under Texas law, and all obligations of the parties created under this agreement are performable in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas.

**Legal Construction**

35. If any one or more of the ***lease*** provisions are for any reason held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this ***lease***, and the ***lease*** will be construed as if it had never included the invalid, illegal, or unenforceable provision.

**Prior Agreements Superseded**

36. This agreement constitutes the sole agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

**Amendment**

37. No amendment, modification, or alteration of this ***lease*** is binding unless in writing, dated subsequent to the date of this ***lease***, and duly executed by the parties.

**Time of Essence**

38. Time is of the essence in this agreement.

IN WITNESS OF THIS AGREEMENT, the Landlord and the Tenant execute this agreement as of the day and year first above written.

LANDLORD

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*typed name of landlord*]

 By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature*]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*address*]

TENANT

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*typed name of tenant*]

 By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature*]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*address*]

**[*If lease is for apartment or unit in multi-unit complex, include rules and regulations such as following*]**

**RULES AND REGULATIONS**

**Noise and Other Disturbances**

1. No tenant or guest of a tenant may engage in any conduct in, or on the grounds of, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [building *or* complex] that may reasonably be determined to constitute a substantial annoyance to other tenants. Furthermore, no tenant may permit or do anything that will otherwise interfere with the rights, comforts, or conveniences of other tenants.

**Animals**

2. Animals, whether owned by tenants or guests, are not permitted in the ***leased*** premises [or on the grounds] at any time without the prior written consent of the landlord. Consent will not be unreasonably withheld for tenants to have pets suitable for apartment-living in their units. Each pet so permitted must be registered with the building manager. Except while passing through between the tenant’s apartment and the outdoors, when, in all such instances, the pet must be within the tenant’s direct control by means of a leash or other suitable restraining device, no pets are allowed in any other part of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [building *or* complex], including the common areas, at any time. Pets may be exercised in only those areas of the grounds specifically designated for this purpose. **Each tenant must at once retrieve and in a sanitary fashion dispose of all solid waste of his or her pet. No such waste is to remain on the grounds.**

**Antennae and Related Equipment**

3. A master television antenna and a master satellite dish, with outlets in each apartment, are provided, as well as access to cable television. Tenants may not erect any antenna or other equipment, whether inside or outside of the ***leased*** premises, for television or radio reception without the landlord’s prior written consent.

**Balconies and Terraces**

4. All outside balconies and terraces must be kept clear of all items other than outdoor furniture and outside plants. A balcony or terrace may not be used for drying laundry, beating rugs, shaking dust mops, or hanging or draping any article. Cigarettes, trash, or any other material must not be thrown from any balcony or terrace. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Charcoal barbecues are permitted only on balconies and terraces *or* Because of the obvious problems of fire and obnoxious odors and smoke, cooking of any kind is not permitted on balconies or terraces]. No sunshade, awning, or similar device may be used on any balcony or terrace. The landlord reserves the right to cause to be removed from any balcony or terrace anything that, in its sole judgment, creates an unsightly appearance or a hazard.

**Garbage**

5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [All unrecyclable garbage must be wrapped in small, tight parcels before being deposited in the garbage chutes, and all items too large to fit into a trash chute must be placed in the lower level trash rooms or containers *or* Unrecyclable garbage is to be placed inside the designated containers]. No volatile or inflammable materials are to be deposited in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*select, as appropriate* chutes, trash rooms, or trash containers]. Each unit is provided with containers for recyclable materials. These are to be placed at the designated places on the evening before the scheduled days for recyclable pick-ups.

**Plumbing Fixtures and Other Water Apparatus**

6. The bathtubs, basins, sinks, garbage disposals, and other plumbing fixtures and water apparatus must not be used for any purpose other than that for which they were constructed. Among other things, these fixtures and apparatus must not be used for the disposal of rubbish, rags, sweepings, matches, and similar, improper articles. Any damage or expense resulting from the misuse of these fixtures and apparatus will be borne by the tenant causing the damage or on whose premises the damage was caused.

**Nails, Fasteners, and Affixed Articles**

7. Except for approved picture hooks and approved fasteners for drapery or curtain fixtures, no nails, screws, or other fasteners may be driven, screwed, or otherwise placed in the walls, woodwork, or any other part of the ***leased*** premises without the prior written consent of the landlord. Any article affixed to the walls of the ***leased*** premises by a tenant must be removed by the tenant when vacating the unit.

**Window Coverings**

8. The landlord provides draperies for all units. To enhance the exterior beauty of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [building *or* complex], these draperies are uniform in color. A tenant must obtain the landlord’s prior written consent before removing or replacing these draperies, and any tenant installing draperies of a different color must line the draperies with a color matching that of the draperies provided throughout.

**Signs and Notices**

9. No sign, advertisement, poster, foil, notice, doorplate, or similar device may be inscribed, painted, engraved, or affixed to any part of the inside or the outside of the ***leased*** premises, or placed in any window.

**Common Areas**

10. The halls, entranceways, paths, sidewalks, parks, parking areas, and other common areas may not be obstructed. Only those areas specifically designated for children’s play and for the exercise of pets may be used for these purposes.

**Appliances**

11. Each tenant will receive a copy of the manufacturer’s instructions for using each kitchen appliance covered by the tenant’s ***lease***. The appliances must be used according to these instructions. Installation of heavy electrical appliances other than those provided by the landlord is not permitted.

**Storage Compartments**

12. Each tenant has the right to use the storage compartment assigned to that tenant in the ***lease***. The landlord is not responsible or liable for any loss or damage to the property stored in these compartments. Possessions that might create a fire hazard or other problems must not be placed in those compartments.

**Parking**

13. Each tenant may park in only the parking space assigned by his or her ***lease*** or in the area designated for visitor parking. All vehicles, including motorcycles and other motor-propelled vehicles, are subject to this requirement. No vehicle may be left unattended on jacks or blocks. The tenant is responsible for assuring that his or her guests park in only the area designated for visitor parking. The landlord will have a vehicle towed if it is parked in an unauthorized area, and the owner of the vehicle will be solely responsible for retrieving the vehicle and paying any related charges. No items may be stored in parking areas without the prior written consent of the landlord.

**Goods and Packages**

14. Any goods and packages of any kind left at entrances to apartments or at the management office will be the responsibility of the tenant to whom they belong, and the landlord will have no responsibility for their safekeeping.

**Guests**

15. Each tenant is responsible for the conduct of his or her guests, who must abide by all of these rules and regulations. Every guest who resides in an apartment for a period exceeding 72 hours must register with the landlord.

**Locks and Keys**

16. Each tenant will receive from the landlord duplicate keys to the tenant’s apartment and mailbox. A tenant may, at his or her own expense, install additional locks or deadbolts on the tenant’s entry door, if the tenant obtains the prior consent of the landlord and gives the landlord a key for each new lock or deadbolt. A tenant may, at his or her own expense, install a door chain but must leave the chain intact when he or she vacates the apartment. All keys to the tenant’s apartment and mailbox must be returned to the landlord when the tenant vacates the apartment. A charge of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be made if this is not done.

Rules and Regulations received on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*signature of tenant*]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*typed name*]

TENANT

**RULES GOVERNING USE OF SWIMMING POOL**

**Hours**

1. The pool may be used between 10 A.M. and 9 P.M., every day of the week.

**Use by Tenants, Guests, and Children**

2. The pool is reserved for the exclusive use of tenants and their guests. A tenant may have no more than two guests in the pool area at any given time. Children may use the pool. All children under 14 years of age must be accompanied and supervised by an adult.

**Assumption of Risk**

3. NO LIFEGUARD IS ON DUTY. Accordingly, persons using pool facilities do so at their own risk, and the landlord assumes no responsibility for accident or injury. No one is permitted to swim alone.

**Prohibited and Restricted Activities**

4. Running and loud noise in the pool area are prohibited. The volume of any radio or other electronic device must be kept at a level so as not to interfere with the quiet enjoyment of other tenants or guests using the pool or residing in units adjacent to the pool area. Intoxicated persons are not permitted in the pool area.

**Beverages and Containers**

5. No alcoholic beverages are permitted in the pool area. Nonalcoholic beverages may be served at poolside in plastic or metal containers. Positively no glass bottles or other glass containers are permitted.

**Personal Effects**

6. Tenants are responsible for removing all personal effects from the pool area, including towels and trash.

Texas Transaction Guide--Legal Forms

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