

TEXAS MONTH TO MONTH LEASE AGREEMENT

This Rental Agreement or Residential Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord, _____, shall be referred to as "OWNER" and Tenant(s) _____, shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use solely as a private residence, the premises located at _____ in the city of _____, Texas.

This document shall abide by all State Statutes and specifically Title VIII Chapter 92 - Residential Tenancies

1. **TERMS:** RESIDENT agrees to pay in advance \$_____ per month on the ____ day of each month.
2. **LATE CHARGE:** A late fee of \$_____, shall be added and due for any payment of rent made after the _____ of the month. Any dishonored check shall be treated as unpaid rent, and subject to an additional fee of \$_____.
3. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises except _____.
4. **OCCUPANTS:** Guest(s) staying over 15 days without the written consent of OWNER shall be considered a breach of this agreement. ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 15 days unless the expressed written consent of OWNER obtained in advance _____.
5. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Such consent if granted, shall be revocable at OWNER'S option upon giving a 30 day written notice. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$_____ shall be required along with additional monthly rent of \$_____ along with the signing of OWNER'S Pet Agreement. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible liability and damages that may be caused by such animals.
6. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.
7. **DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, OWNER or RESIDENT may terminate this Agreement immediately upon three day written notice to the other.
8. **CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property condition checklist, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of above items in this provision shall be returned to OWNER in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property

and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

9. ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law.

10: PROPERTY MAINTENANCE: RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.

11. INSURANCE: RESIDENT acknowledges that OWNERS insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.

12. RIGHT OF ENTRY AND INSPECTION: OWNER may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform.

13. ATTORNEY FEES: If any legal action or proceedings be brought by either party of this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.

14. RECEIPT OF AGREEMENT: The undersigned RESIDENTS have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

RESIDENT'S Signature _____ Print Name _____
Date _____

RESIDENT'S Signature _____ Print Name _____
Date _____

OWNER'S or Agent's Signature _____ Print Name _____
Date _____

DAIRY CASITA

Please treat home as you would treat your own home, with care and respect. Use common sense and be respectful. This efficiency home is set up for 1-2 occupants.

-Guest is financially responsible for any and all damages caused to the property, house and furnishings therein for the duration of their stay.

-No Pets or animals of any kind

-No smoking inside casita.

-No firearms or archery equipment may be discharged or used on Property (unless you have permission or you're killing a rattlesnake). No hunting.

-Fireworks, explosives, etc are not permitted.

-ATV's, Golf Carts, Dirt Bikes, etc. are not permitted.

-Please make sure front electric gate is closed each time you enter and exit for livestock and wildlife. Front Gate Entrance on right is combination lock – currently 2424 is code. Please leave side gate by casita as you found it. If it's open, leave it open. If it's closed, leave it closed.

-The property is on a private water well and septic system. Please be mindful of what goes down the drains and only flush toilet paper (even of other things say flushable do not flush). Do not put any food, trash, or grease down the drains. There is no garbage disposal in kitchen.

-Please do not leave trash by outside front door or on back of a pickup truck. Our dogs or neighbors dogs will likely rummage through the trash and make a huge mess. Dispose of trash in trash dump as agreed upon. John will show you where dump is.

-Nature: You may hear coyotes at night, birds chirping in the trees and may encounter wild creatures such as (but not limited to) snakes, turkeys, rabbits, deer, hogs, javelinas, bobcats, spiders, lizards, geckos, mosquitos, bugs/pests during your stay in the south Texas Brush Country. Always be aware of your surroundings. Home and surroundings is not child or pet friendly. Children must be supervised at all times.

-Beware of venomous rattlesnakes. You are in the heart of the south Texas Brush Country! Keep doors closed at all times. We cannot control Mother Nature and the great outdoors. Watch where you step while outdoors. Use a flashlight when it's dark outside to avoid stepping on venomous rattlesnake(s). Remember rattlesnakes don't always s rattle and give you a warning. Small ones can have no rattlers, just a button or nothing at all.

-This Property and the home situated thereon is privately owned. Owner is not responsible for any accidents, injuries, or illnesses that occur to the Guest or any guests or visitors of the Guest, while in the unit or on the Property. By accepting this lodging, it is agreed that Guest(s) and all occupants are expressly assuming the risk of any harm arising from their presence on and use of the Property or any harm to others whom they invite to be present on the Property.
