

# Val Verde RV Park & Apartments

## LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made and entered on ( ) (the "Effective Date") by and between Val Verde RV Park & Apartments (the "Landlord") and the following tenants:

(the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

**1. Property.** Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant the following: RV Park & Apartments Unit or Lot \_\_\_\_\_ (the "Property") located at 1400 W Business 83, Donna, 78537. No other portion of the building (hereinafter, the Building), wherein the Property is located is included unless expressly provided for in this Agreement.

**2. Term.** This Agreement will begin on \_\_\_\_\_ (the "Start Date") and will terminate on \_\_\_\_\_ (the "Termination Date").

Tenant will vacate the Property upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing and signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy will be created which either party may terminate by Tenant giving Landlord written notice of at least 30 days prior to the desired termination date, or by Landlord giving Tenant written notice as provided by law. Rent will be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement will remain in full force and effect.

**3. Management.** The Tenant is hereby notified that Jessie Jimenez is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact Jessie Jimenez by one of the methods below: Phone:

**Address:** 1400 W Business 83, Donna, Texas 78537

**4. Rent.** Tenant will pay to Landlord lease payments of \$\_\_\_\_\_, payable in advance on the first day of each calendar month, and is delinquent on the next day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 3 day written notice to Tenant.

**Payments will always be paid ONLINE PORTAL: NO CASH OR CHECK ACCEPTED**

**Payments can be made by using one of the following methods of payment:**

Acceptable forms of payment:

- Personal checking account linked to their online portal
- Credit Card / Debit Card

Tenant agrees to submit rent payments by one of the methods above. In the event that the Property is shared by roommates, or of another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Tenant is responsible for any payment made and not received by the due date stated herein. Payments must be received on or before the due date. Rent payments for any partial month will be pro-rated at the rate of 1/30th of the monthly rent payment per day.

**5. Security Deposit.** At the time of signing this Agreement, tenant must deposit with Landlord the sum of **\$100.00** (the "Security Deposit"). Security Deposit has the meaning assigned to that term in § 92.102, Texas Property Code. 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. Tenant must give Landlord at least thirty (30) days' written notice of termination of tenancy before Landlord is obligated to refund or account for the Security Deposit.

**Notice about Security Deposits:**

- a) § 92.108, Texas 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.**
- b) 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.**
- c) The Texas Property Code does not obligate a landlord to return or account for the security deposit until the tenant vacates the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has sixty (60) days in which to account.**

**6. Non-Sufficient Funds.** Tenant will be charged a monetary fee of \$35.00 as reimbursement of the expenses incurred by Landlord for each payment that is returned to Landlord for lack of sufficient funds. In addition, a check is not acceptable means of rent payment in this lease & if returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check.

**7. Late Payments.** For any payment that is not paid within 3 days after its due date, Tenant must pay a late fee in the amount of \$20.00 Per day until payment has been received in full. The late fee is a cost associated with the collection of rent and the Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under the "Default" section of this Agreement. This section is governed by Texas Property Code § 92.019.

**8. Failure to Pay.** Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

**9. Occupants.** No more than 2 person(s) may reside on the Property unless the prior written consent of the Landlord is obtained.

This Lease and occupancy of the Property is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Property.

Authorized Tenants/Occupants:

Tenant may have guests on the Property for not over 2 consecutive days or 10 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 2 consecutive days or more than 10 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 2 consecutive days or 10 days in a calendar year.

**10. Possession.** Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**11. Use of Property/Absences.** Tenant will occupy and use the Property as a full-time residential dwelling Lot. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

**12. Use of Lot:** The tenant agrees to use the lot exclusively for recreational vehicle or mobile home purposes.

**13. Storage.** No additional storage space outside the Property is provided or authorized by this Lease. Tenant shall not store any property in any area outside of the rented Property at any time.

**14. Parking.** Parking is permitted as follows: tenant shall be entitled to use 1 parking space(s) for the parking of motor vehicle(s). The parking space(s) provided are identified as Parking spaces will be provided and individually labeled for each tenant.. The right to parking is included in the Rent charged pursuant to "Rent; Lease Payments." Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant shall park in assigned space(s) only. Parking space(s) shall be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked on the Property. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Property.

The assigned parking is to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant will park in assigned space(s) only. Parking space(s) must be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids will not be parked on the Property. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Property. Any parking that may be provided is strictly self-park and is at owner's risk.

Landlord is not responsible for, nor does Landlord assume any liability for damages caused by fire, theft, casualty or any other cause whatsoever with respect to any car or its contents.

**15. Rules and Regulations:**

Tenant agrees to abide by all Val Verde RV Park & Apartments rules and regulations.

Non-compliance with rules may result in termination of the lease. All occupants must adhere to the rules and regulations set forth by Val Verde RV Park & Apartments. We kindly request individuals to thoroughly review the rules and regulations before proceeding with the signing process. Ensuring a clear understanding and compliance with these guidelines is essential for a harmonious and enjoyable living environment within our community. Your cooperation is greatly appreciated.

**Insurance:**

Tenant is responsible for obtaining insurance coverage for their RV or mobile home and personal property.

**16. Pets.** No pets, dogs, cats, birds, fish or other animals shall be allowed on the Property, even temporarily or with a visiting guest, without prior written consent of the Landlord.

Strays shall not be kept or fed in or about the Property. Strays can be dangerous and Landlord must be notified immediately of any strays in or about the Property.

**17. Smoking.** Smoking is not permitted inside the leased Premises. Smoking is authorized only in designated smoking areas specifically identified throughout the Property. Smoking is permitted exclusively outside of any buildings.

In the event Tenant hires or employs an independent contractor to complete repairs or improvements to the Property without written consent from Landlord, and the work and method of the contractor is found to be unsatisfactory and to have caused additional damage, Tenant will be responsible for the cost of redoing the work and to correct the damages.

Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord or property manager. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.

**18. Utilities and Services.** Tenant shall be responsible for all utilities and services incurred in connection with the Property.

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

**19. Default.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 3 days (or any other obligation within 7 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease, including reasonable attorneys' fees. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**20. Early Termination.** Tenant may, upon 30 days' written notice to Landlord, terminate this Agreement provided that the Tenant pays a termination fee equal to \$450.00. Termination will be effective as of the last day of the calendar month following the end of the 30 day notice period. The termination fee is in addition to all rent due up until the termination day.

**21. Holding Over.** Should the Tenant hold over the term hereby created with consent of the Landlord, the term of this lease will become a month-to-month tenancy and be deemed to be and be extended at the rental rate herein provided, and otherwise upon the terms and conditions in this Agreement, until either party hereto serves upon the other thirty (30) days written notice of termination, reflecting the effective date of cancellation.

**22. Military Termination.** In the event, the Tenant is, or hereafter becomes, a service member or a dependent of a service member, Tenant may terminate this Agreement 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. This section is governed by Texas Property Code § 92.017.

**23. Family Violence Termination.** Tenant may terminate this Agreement if Tenant obtains and provides Landlord with a copy of a court order described under Texas Property Code § 92.016, protecting Tenant or an occupant from family violence committed by a covenant or occupant of the Property. This section is governed by Texas Property Code § 92.016.

**24. Alterations and Improvements.** Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.

**25. Personal Property Remaining on Property.** It is Tenant's responsibility to remove all personal property items at the time of vacating the Property. Any items remaining on the Property may be disposed of in the trash or landfill, donated to charitable organizations, or stored and/or sold in accordance with Texas Property Code § 54.045(b)-(e) by the Landlord without Tenant's consent. Tenant is required to reimburse Landlord for any expenses or reasonable costs associated with packing, removing, storing, and/or selling the personal property left on the Property after the property was vacated.

**Tenant's Initials.** \_\_\_\_\_

**26. Hazardous Materials.** Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

**27. Megan's Law Disclosure.** 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 services). For more information concerning past criminal activity in certain areas, contact the local police department.

**28. Casualty Loss or Condemnation.** If the Property is damaged by fire or other casualty or is condemned, then either Landlord or Tenant may terminate this Agreement by notifying the other party. Any prepaid Rent will be returned to the Tenant on termination. Texas Property Code § 92.054 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.

**29. Landlord Access to Property.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty four (24) hour written notice will be deemed reasonable.

**30. Indemnity Regarding Use of Property.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

**31. Compliance with Regulations.** Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**32. Mechanics Liens.** Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

**33. Residential Landlord's Lien.** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property. Landlord may seize any nonexempt personal property if the Tenant fails to pay rent. Landlord and Tenant's rights under the Landlord's Lien are described in Texas Property Code, Chapter 54, Subchapter C. Tenant is required to reimburse Landlord for any expenses or reasonable costs associated with packing, removing, storing, and/or selling the nonexempt personal property. Landlord may sell or dispose of the property in accordance with the guidelines set forth in Texas Property Code § 54.045.

**34. Texas Property Code.** Landlord and Tenant each acknowledge that chapter 92 of the Texas Property Code, which deals with residential tenancies, affords certain rights and imposes certain duties on them.

**35. Subordination of Lease.** This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

**36. Assignment and Subletting.** Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement, without the prior written consent of Landlord, which MAY be unreasonably withheld. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing, and the consent of which Landlord may withhold in its sole and absolute discretion. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

**37. Notice.** Notice under this Agreement will not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions will be deemed received on the third day after posting.

**Landlord:**

Val Verde RV Park & Apartments  
1400 W Business 83, Donna, Texas 78537

**Property Manager:**

Jessie Jimenez  
1400 W Business 83, Donna, Texas 78537

**Tenant:**

1400 W Business 83, Donna, Texas 78537

Such addresses may be changed from time to time by any party by providing notice as set forth above.

**38. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation for the State of Texas. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

**39. Venue and Governing Law.** Exclusive venue is in the county where the Property is located. This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of Texas.

**40. Waiver and Severability.** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this

Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

**41. Time of Essence.** Time is of the essence with respect to the execution of this Lease Agreement.

**42. Estoppel Certificate.** Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**43. Entire Agreement.** This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**44. Application.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

**45. Binding Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

Landlord: \_\_\_\_\_

Tenant: \_\_\_\_\_

Landlord | Val Verde RV Park & Apartments  
Property Manager appointed: Jessie Jimenez

\_\_\_\_\_  
Tenant Printed Name



**RECEIPT**

By Signing above Landlord hereby acknowledges receipt and Tenant acknowledges the payment of the following:

Security Deposit: \$100.00

Pre-Paid Rent: \$.\_\_\_\_\_

for the Month of \_\_\_\_\_

Total Collected: