

## RESIDENTIAL LEASE

1. PARTIES: This agreement between Nola & Richard Plumb d/b/a Plumb Investments, Hereinafter called Owner, and \_\_\_\_\_, Hereinafter called Tenant (the parties), whereby Owner leases to Tenant, and Tenant Leases from Owner, the
2. PROPERTY: \_\_\_\_\_, Seguin, Guadalupe County, Texas 78155.
3. TERM: For a period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ (Primary Term). This Lease shall automatically renew on a month-to-month basis at the end of the Primary Term, unless written notice of termination is given by either Parties thirty (30) days or more before the termination of the Primary Term or of any extension or renewal of this Lease.
4. RENT: In the amount of \$ \_\_\_\_\_ shall be due monthly on or before the due date. (Rent) made payable to Nola & Richard Plumb at the Meadow Lake Resort Office at 266 Meadow Lake Drive, Seguin, TX 78155 in advance without demand or a grace period, on or before the 1st day (Due Date) of each month during the term of this Lease. Receipt is hereby acknowledged of the pro-rated Rent in the sum of \$ \_\_\_\_\_ for Rent to the first Due Date. Rent paid after Due Date is delinquent, and Default provisions herein shall apply. \$35.00 for each check dishonored by Tenant's bank for any reason. \$10.00 per day charge, payable daily for any pet the Tenant permits on the property without Owner's consent. Payment of rent shall be an independent covenant, and all monies received by owner shall be applied first to non-Rent obligations of Tenant, then to Rent, regardless of notations on checks. At Owner's option, Owner may at any time require that all Rent and other sums be paid in cash, money order, or one monthly check rather than multiple checks.
5. USE OF PROPERTY: The Property shall be used as a single family private dwelling only, with the total number of adults and children residing therein not to exceed two (2). Tenant shall not sublet or assign any part of the Property, repair any vehicle on the property without permission in writing, conduct any business of any type, including child care, on the Property, permit more than 1 vehicle (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles and boats) on the Property unless authorized by Owner in writing. Non-operative vehicles shall not be stored on the Property and will be towed away.
6. CLEANING CHARGE: Tenant agrees to pay on execution of this contract a non-refundable cleaning charge of \$100.00. The charge does not relieve the Tenant of the responsibility to maintain and clear the Property as required by Owner.
7. SECURITY DEPOSIT: Tenant agrees to pay on execution of this, contact a security deposit (Deposit) of \$ \_\_\_\_\_, for the faithful performance of the terms and conditions of this contract by Tenant. This deposit shall not be construed as Rent, and any attempt by Tenant to withhold the payment of the last month's Rent on the grounds the Deposit serves as security for unpaid Rent, is a violation of Texas Property Code §92.108. The Tenant shall not be entitled to any interest on the Deposit.
8. DEPOSIT DEDUCTIONS: There shall be deducted from the deposit unpaid sums due under the Lease Rent including late charges, utilities, cleaning, damages and required repairs to the Property or its contents beyond reasonable wear and tear, replacing unreturned keys and/or change of locks, cost of removing unauthorized locks, removing, storing Abandoned property, removing Abandoned or illegally parked vehicles, cost of pest control if required by Owner, other charges provided herein or agreed to by the Parties. Any balance of the Deposit shall be refunded to Tenant by mail within thirty (30) days of the date Tenant surrenders the Property and keys and delivers Tenant's forwarding address I writing to Owner in accordance with state law. Owner shall provide Tenant a written report of any deductions. If deductions exceed the Deposit, Tenant agrees to pay Owner the amount due within ten (10) days of notice to Tenant by Owner.
9. NOTICE REQUIRED: Tenant agrees to give Owner written notice of intent to vacate the Property at least thirty (30) days prior to the expiration of the Term of this Lease or any extension thereof. Failure to do so shall entitle Owner to retain the entire amount of the Deposit as provided by state law.
10. HOLDING OVER: IF Tenant fails to vacate toe Property at the end of the Term, or on an agreed move out date. Tenant shall pay Rent for the holdover period at a rate of \$ 45.00 per day to be due and payable at the Owner's designated address.
11. ABANDONMENT: If Tenant is absent from the Property for five (5) consecutive days while in Default of this agreement, has been evicted by judicial process, leaves personal property after the termination of the Lease, the Property and its contents may be deemed by Owner to be abandoned (Abandoned). Owner or his agents may peaceably enter the Property and remove its contents in accordance with Texas Property code §54.044. Further, Owner or his agents are authorized to collect a charge for packing, removing, storage and sale costs of the personal property that has been removed from the Property and are authorized to sell or otherwise dispose of the personal property so removed in accordance with Texas Property Code §54.045.
12. LIEN: A contractual lien to secure payment of unpaid Rent that is due is hereby granted Owner on all personal property of Tenant, except that property which is exempted by Texas Property Code §54.042. Owner or his agents are authorized to seize such property if same can be accomplished without a breach of the peace. Further, Owner or his agents are authorized to collect a charge for packing, removing, storage and sale costs of any property seized, and are authorized to sell or dispose of the property seized in accordance with Texas Property Code §54.045.
13. RENT ACCELERATION: In the event the Tenant, prior to the end of the Term of this Lease, or any extension or renewal thereof, Abandons the Property, or gives Owner written or oral notice of intent to move prior to the end of

- the Lease Term, or is judicially evicted, thereupon all remaining monthly Rent for the full Term of this Lease shall be accelerated automatically without notice, and shall immediately become due and payable.
14. **DEFAULT:** If Tenant shall default in the prompt payment of the Rent or any other sums due hereunder, Abandons the Property within five (5) days of the beginning date of this Lease, or violates any of the terms of this Lease, all future Rent shall be accelerated and become immediately due and payable, and Owner at his option may terminate Tenant's right to occupancy by giving Tenant a three (3) day written notice to vacate, delivered either in person or by first class mail, and shall have the right to file a forcible Entry and Detainer suit in the proper court for possession. After giving such notice, or filing suit for possession, Owner may accept payment for sums due hereunder without waiving or diminishing Owner's right to proceed against Tenant for eviction, property damages, past or future Rent, or other sums due hereunder. Owner may report any unpaid sums due hereunder, broaches of this Lease or property damages, to credit reporting agencies for addition to Tenant's credit files.
15. **RESPONSIBILITY FOR PROPERTY CONDITIONS:** Tenant accepts the Property in its present conditions subject to any conditions discovered which could materially affect the health and safety of ordinary persons. No implied warranties have been made by Owner or his agents regarding the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease. Owner has provided locks and smoke detector required by law. Any additional locks or smoke detectors desired by Tenant may be installed at Tenant's expense only after written approval of Owner. When installed, any additional *items* shall become the property of the Owner. Tenant shall use reasonable diligence in the care of the Property and shall be responsible for any cost of correcting sewer stoppage caused by his/her use, supplying and changing heating and air conditioning filters at monthly intervals, supplying and replacing light bulbs and smoke detector batteries.  
The property has a septic system and special care will be taken by Tenant not to harm the system, such as Tenant will NOT:
- Run excessive amounts of water into the system.
  - Dispose of feminine hygiene products, or paper towels, or use excessive amounts of toilet paper in the toilet.
  - Dispose or use Bleach, Pine Sol, or any cleaners that are not recommended for a septic system use, that will go into the system.
- Prompt removal of trash from the property, eliminating any conditions that may be dangerous to health, and safety, damages to doors, windows screens or other items not caused by negligence of Owner, cost of pest control except for wood-destroying insects, taking precautions to preclude broken water pipes due to freezing, lost or misplaced keys, damages resulting from Tenant's failure to promptly notify Owner of needed repairs. Tenant shall NOT make my repairs or alterations to the Property without written permission of Owner, remove any part of the Property for any purpose, remove, change or re-key any lock without permission of Owner, make holes in the woodwork, floors or walls except that a reasonable number of small nails may be used to hang pictures in sheetrock walls and grooves of paneling, permit any water furniture in the Property without written permission of Owner, install new or additional telephone or cable outlets without written permission of Owner, paint, refinish or redecorate any part of the Property without written permission of Owner. At the termination of this Lease, Tenant agrees to surrender the Property in the same condition as when received, reasonable wear and tear excepted.
16. **OWNER'S RESPONSIBILITY FOR REPAIRS:** All requests by Tenant for repairs to be made by Owner must be in writing, except those caused by fire, interruption of utilities, or such other emergency. Owner shall have the right to temporarily discontinue utilities and the use of any fixtures or appliances by the Tenant in order to perform repairs or maintenance or to avoid damage to the Property. Owner shall act with due diligence but shall not be obligated to make repairs on other than a business day except in the event of an emergency. No deductions shall be allowed in the Rent during reasonable periods of repair to the Property and the Lease shall remain in force. If, in the opinion of the Owner the Property is substantially damaged by fire or other disaster, the Owner may terminate this Lease upon reasonable notice to Tenant. The Rent, in this event, shall be pro-rated to the date of termination and deposits refunded less lawful deductions.
17. **UTILITIES:** Unless otherwise specified herein, all charges and deposits for utilities will be paid by Tenant. Owner will provide a monthly water bill to the Tenant for payment to the Owner by the 15<sup>th</sup> of the month. A late payment of \$10 will be accrued, if not paid by the due date.
18. **LIABILITY:** Owner or Owner's agents shall not be liable to Tenant, his guests, invites or other 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, conditions of the Property, or other occurrences unless such damage or injury is caused by the gross negligence of Owner or his agents. Tenant agrees to notify Owner immediately of any dangerous or potentially dangerous conditions on or about the Property. Owner recommends that Tenant secure insurance coverage for protection against such liabilities and losses.
19. **MILITARY:** If Tenant is or becomes a member of the Armed Forces on extended active duty and receives permanent change of station (PCS) orders to leave the County wherein the Property is located, or is relieved from active duty, then Tenant may terminate this Lease upon giving thirty (30) days written notice and attaching a certified copy of the military orders. Orders permitting base housing do not constitute grounds for termination.
20. **POSSESSION:** This Lease is conditioned upon Owner being able to secure possession of the Property, and if Owner is unable to deliver possession of the Property on the agreed date for any reason, Tenant's right of possession shall be delayed for not more than 0 days, after which the Lease shall be null and void without liability on the part of the

Owner and/or Broker and any Security Deposit will be promptly refunded. If Tenant's possession is delayed within the allowable period, the Primary Term dates will be changed accordingly.

21. RELATED DOCUMENTS: Incorporated into this Lease are the following documents (if checked):  
     Tenant's Lease Application                       Owner's Rules and Regulations  
     Property Inventory [*furnished unit*]             Lease Inventory and Condition Form  
All of Tenant's statements in the Tenant Rental Application are material representations relied upon by Owner, any Misrepresentations shall constitute a breach of this Lease and Owner may terminate this Lease.
22. INSPECTION: Owner, Owner's agent's or other persons specifically authorized by Owner, may enter the Property by reasonable means at reasonable times without notice, to inspect the property, make repairs, show the Property to prospective tenant's or purchasers, exercise a contractual lien.
23. PETS: Tenant shall not permit any pet on the Property, even temporarily, unless otherwise agreed by Owner in writing. If owner agrees in writing a Pet Deposit will addressed and implemented.
24. NUISANCE: The conduct of Tenant, members of their family, guests, invitees, or other occupants shall not be unlawful, disorderly or boisterous or in any manner, create a nuisance, and shall not disturb the rights of others near the Property. If provided, Owner's written Rules and Regulations are hereby made part of this Lease, and violation of the Rules and Regulations by Tenant or other occupants of the Property shall be deemed a violation of this Lease.
25. ATTORNEY'S FEES: The Owner's agent and/or any signatory of this Lease agreement who is the prevailing party in any legal proceeding against any other signatory under or with relation of this Lease or this transaction shall be additionally entitled to recover court costs, reasonable attorney fees, and all other out-of-pocket costs of litigation, including depositions, travel and witness costs, from the non-prevailing party.
26. SPECIAL PROVISIONS:

27. SAVING CLAUSE: Should any clause of this instrument be found invalid by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall remain valid and enforceable to the fullest extent permitted by law.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE, THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, CREED, SEX OR NATIONAL ORIGIN. The Parties hereto agree that this Lease contains all the agreements between them, that no oral agreements have been made and this Agreement may be altered only by an agreement in writing signed by all Parties hereto. Tenant acknowledges receipt of a copy of this Lease and all Related Documents.

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant