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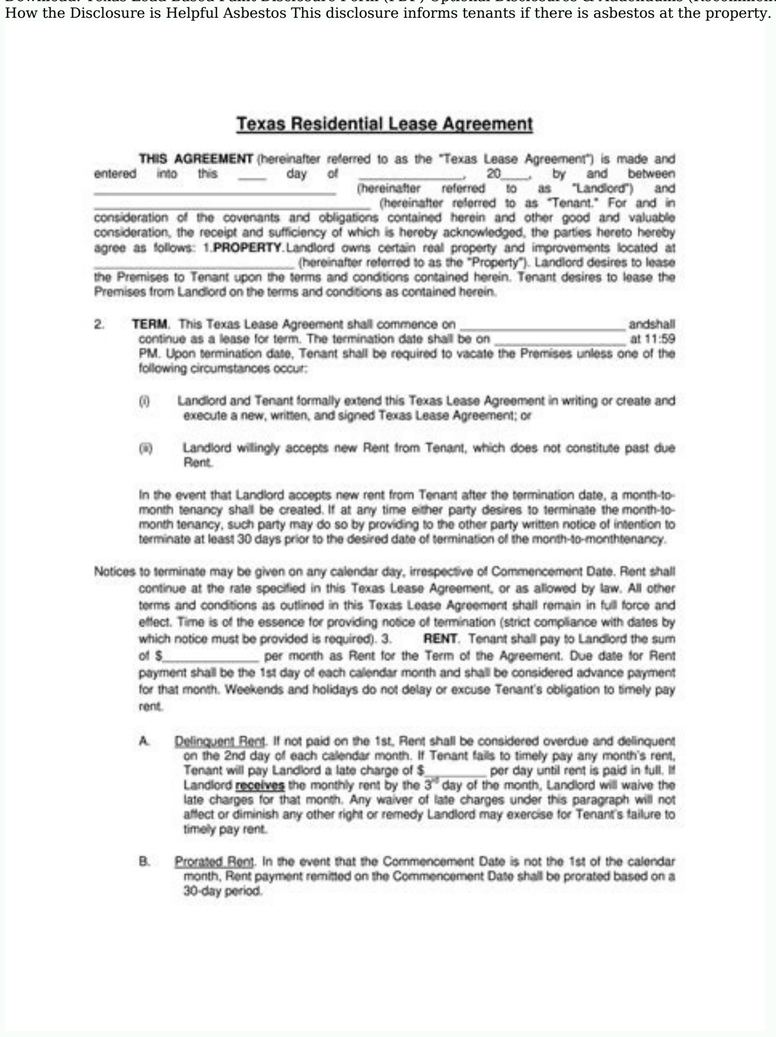
Texas association of realtors lease agreement template

Texas residential lease agreement. Texas real estate association forms. Texas real estate lease. Texas realtor association lease agreement. Texas real estate lease agreement form.

The Texas residential lease agreement (“rental agreement”) is a written contract outlining the terms and conditions of renting a property for both the landlord and tenant. Once endorsed by the landlord and tenant, the tenant will make periodic payments (“rent”) in exchange for use of the property. Texas Lease Agreement Disclosures The below disclosures are required in residential lease agreements for some or all rental units in Texas. Landlord’s Name & Address Applicable to all rental units in Texas. The name of the title property holder or the dwelling unit’s management company shall provide their name and address. A street address or post office box shall suffice so future legal notices and demands that are sent by the tenant can be properly delivered. This information shall be provided to the tenant in writing at or before the commencement of the tenancy. Upon the tenant’s request, this information should be provided within 7 days of the request. Parking Rules Disclosure Applicable to multi-unit complexes with parking rules and restrictions in Texas. Texas landlords who are enforcing parking rules or vehicle towing for multi-unit complexes must provide a copy of the rules in or alongside the rental agreement. If the rules or policies are in the lease agreement or provided as an attachment to the lease agreement, the title to the paragraph containing the rules or policies must state “Parking” or “Parking Rules” and be capitalized, underlined, or printed in bold print. Download: Texas Parking Space Rental Agreement Disclosure Form (PDF) Late Fee Disclosure Applicable to any unit charging late fees in Texas. In Texas, rent is considered late after 2 full days of being unpaid. For a landlord to collect a late fee, it must be outlined in the rental agreement to be enforceable and the fee must be “reasonable.” Late fees may include an initial fee and a daily fee for each day any portion of the tenant’s rent continues to remain unpaid, and the combined fees shall be considered a single late fee. Fees may not exceed 12% of the overdue balance if there are four or fewer dwelling units in the building, or 10% if there are five or more units in the same building unless reasonable damages exceeding these sums can be demonstrated by the landlord.
The below is an example of a late fee section: LATE FEE. If rent is not paid by the due date outlined in this lease, a late fee of $__ or __% will be assessed to the balance due after a 2-day grace period. A daily fee of $__ will be charged for payments after the grace period expires, not to exceed State regulations. Emergency Phone Number Disclosure Applicable to any property with an on-site management office in Texas. Texas requires property management companies and landlords to provide a 24-hour emergency phone number that can be used to report emergencies within the building. It should be included in the rental agreement and posted in a conspicuous location outside of the outside the management or superintendent’s office.
EMERGENCY PHONE NUMBER.

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:**
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) _____ days before the Expiration Date.
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.

In the case of an emergency, Landlord or a property manager can be reached at ___-___-____ to report a problem.
Right to Repairs Disclosure Applicable to all rental units in Texas. In accordance with TX Prop Code § 92.056, a tenant’s repair and deduct remedies must be disclosed in the lease.
This informs a tenant if there are conditions that pose a risk to the tenant’s health and safety, or if notices of repairs aren’t addressed within 7 days, a tenant can take action (i.e., seek repairs from professionals or seek remedies). The information must be provided in bold or underlined text and clearly visible in the rental agreement. Download: Texas Right to Repairs Disclosure Form (PDF) Lead-Based Paint Disclosure Applicable to any rental units built prior to 1978. It is a federal law in the United States that any home built prior to 1978 must disclose the risks posed by lead-based paints. This law requires landlords in Texas to: For more information about this disclosure requirement, click here. Download: Texas Lead-Based Paint Disclosure Form (PDF) Optional Disclosures & Addendums (Recommended) The following lease agreement disclosures and addendums are not required by Texas law. These disclosures can be helpful to include to help reduce future conflicts with tenants or reduce legal liability for landlords. Optional Disclosure How the Disclosure is Helpful Asbestos This disclosure informs tenants if there is asbestos at the property.



Texas Residential Lease Agreement

THIS AGREEMENT (hereinafter referred to as the "Texas Lease Agreement") is made and entered into this ____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows: 1.**PROPERTY**.Landlord owns certain real property and improvements located at _____ (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

2. **TERM**. This Texas Lease Agreement shall commence on _____ andshall continue as a lease for term. The termination date shall be on _____ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

(i) Landlord and Tenant formally extend this Texas Lease Agreement in writing or create and execute a new, written, and signed Texas Lease Agreement; or

(ii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-monthtenancy.

Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Texas Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Texas Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). 3. **RENT**. Tenant shall pay to Landlord the sum of $_____ per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant’s obligation to timely pay rent.

A. Delinquent Rent. If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant fails to timely pay any month’s rent, Tenant will pay Landlord a late charge of $_____ per day until rent is paid in full. If Landlord **receives** the monthly rent by the 3rd day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant’s failure to timely pay rent.

B. Prorated Rent. In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

If there is asbestos a tenant can take certain precautions to minimize the chance of disturbing the asbestos fibers.
Bed Bugs If the rental unit has a history of infestation, landlords should provide information on how to handle a bed bug infestation. This disclosure notifies the tenant of their obligation to cooperate with bed bug prevention and immediately report any sign of infestation to the landlord. Medical Marijuana Use Inform tenants if medical marijuana use on the property is permittable. Some state laws allow landlords to restrict marijuana usage to non-smoking methods only or inform tenants of designated smoking areas to not interfere with other tenants’ enjoyment of the premises. Mold Disclosure Informing the tenant of the current mold status of a property protects the landlord against future liability of mold damages. Move-in Checklist A move-in checklist holds the tenant accountable for future damages that they may cause.



CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT
(C.A.R. Form LR, Revised 2017)

_____ ("Landlord") and _____ ("Tenant") agree as follows:

1. **PROPERTY:**
A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: _____ ("Premises").
B. The Premises are for the sole use as a personal residence by the following named person(s) **only**: _____
C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or ☐ (if checked) the personal property on the attached addendum.
2. **TERM:** The term begins on (date) _____ ("Commencement Date"). **(Check A or B):**
☐ A. **Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
☐ B. **Lease:** and shall terminate on (date) _____ at _____ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Landlord and Tenant have in writing extended this agreement or 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 shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
A. Tenant agrees to pay $ _____ per month for the term of the Agreement.
B. Rent is payable in advance on the **1st (or** ☐ _____ **) day** of each calendar month, and is delinquent on the next day.
C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
D. PAYMENT: Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, ☐ other _____, to (name) _____ (phone) _____ at (address) _____ (or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of _____ and _____ on the following days _____. If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☐ cashier's check.
4. **SECURITY DEPOSIT:**
A. Tenant agrees to pay $ _____ as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: **(1)** furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and **(2)** return any remaining portion of the security deposit to Tenant.
C. **Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
D. No interest will be paid on security deposit unless required by local law.
E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to _____ shall be paid by ☐ personal check, ☐ money order, or ☐ cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit				
Other _____				
Other _____				
Total				

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

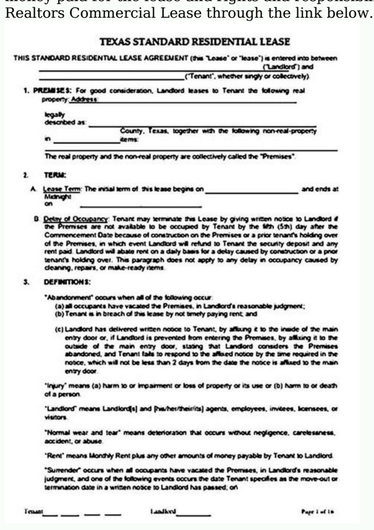
LR REVISED 2017 (PAGE 1 OF 6) Reviewed by _____ Date _____

Form Made Fillable by RentalLeaseAgreements.com

Non-Refundable Fees A non-refundable charge must be written in the lease agreement. If a non-refundable charge is not written in the lease, the tenant may be subject to a refund upon termination of the lease. Shared Utilities Arrangements For rental units with shared utilities, a landlord should disclose the specifics of how they are shared, and how each party’s bill is calculated.
Providing this information to tenants will give them a reasonable expectation of what they owe each month. Smoking Inform tenants of designated smoking areas to not interfere with other tenants’ enjoyment of the premises. Consequences of Not Including Mandatory Disclosures Disclosures outline the important health, safety, and property information and vary by state. If a landlord does not provide the tenant with the federally or state-mandated disclosures, they could face legal repercussions or monetary penalties. If a landlord fails to disclose the lead-based paint hazard disclosure, they can face fines of up to $18,364 per violation. (24 CFR § 30.65) It’s best to check with your local and state laws on which disclosures you must provide to your tenant. Popular Texas Lease Agreement Templates Below is a list of popular residential lease agreement templates provided by local real estate and property management organizations in Texas. Texas Apartment Association (English PDF, Spanish PDF) – a non-profit trade association that provides a residential lease agreement template for its members. The template is 8 pages long and has 43 sections, including provisions specific to Texas property code on security devices, abandoned property and remedies for lease violations. Membership costs vary by local chapter but typically range from $200-300/year for small landlords. Texas Realtors Association (English PDF) – a membership organization that provides a residential lease agreement template for its members only.



The template is 16 pages long and has 34 sections, including various disclosures from Texas property code on issues such as security deposits, late fees and door locks. Membership costs vary by local chapter but typically range from $250-300/year for affiliates.
1 TX Prop § 92.201 (2019) (a) A landlord shall disclose to a tenant, or to any government official or employee acting in an official capacity, according to this subchapter: (1) the name and either a street or post office box address of the holder of record title, according to the deed records in the county clerk’s office, of the dwelling rented by the tenant or inquired about by the government official or employee acting in an official capacity; and (2) if an entity located off-site from the dwelling is primarily responsible for managing the dwelling, the name and street address of the management company. 2 TX Prop § 92.0131 (2019) (b) If at the time a lease agreement is executed a landlord has vehicle towing or parking rules or policies that apply to the tenant, the landlord shall provide to the tenant a copy of the rules or policies before the lease agreement is executed. The copy of the rules or policies must be: (1) signed by the tenant; (2) included in a lease agreement signed by the tenant; or (3) included in an attachment to the lease agreement that is signed by the tenant, but only if the attachment is expressly referred to in the lease agreement. (c) If the rules or policies are contained in the lease agreement or an attachment to the lease agreement, the title to the paragraph containing the rules or policies must read “Parking” or “Parking Rules” and be capitalized, underlined, or printed in bold print. 3 TX Prop § 92.019(a)(b) (2019) (a) A landlord may not collect from a tenant a late fee for failing to pay any portion of the tenant’s rent unless: (1) notice of the fee is included in a written lease; (2) the fee is reasonable; and (3) any portion of the tenant’s rent has remained unpaid two full days after the date the rent was originally due. … (b) A late fee under this section may include an initial fee and a daily fee for each day any portion of the tenant’s rent continues to remain unpaid, and the combined fees are considered a single late fee for purposes of this section. Form TAR-2101, Commercial Lease, is used by Texas landlords and tenants to outline the details of the commercial property rental. It can only be filled out and signed by members of the Texas Association of Realtors (TAR) - one of the biggest real estate firms in the state - when agreeing on the commercial lease. You can complete this document to use the property for commercial or business activity, usually for a long period of time. This form also establishes the amount of money paid for the lease and rights and responsibilities for both the landlord and tenant. Alternate Names: Texas Association of Realtors Commercial Lease Agreement Form; TAR Commercial Lease. The latest version of the document was issued on January 26, 2010, with all previous editions obsolete. You can download a fillable Texas Association of Realtors Commercial Lease through the link below. It is in everyone's best interest to draft a proper lease agreement and establish a long-term rapport between the landlord and the tenant.



TEXAS STANDARD RESIDENTIAL LEASE

THIS STANDARD RESIDENTIAL LEASE AGREEMENT (the "Lease" or "lease") is entered into between _____ ("Landlord") and _____ ("Tenant", whether singly or collectively)

1. **PREMISES:** For good consideration, Landlord leases to Tenant the following real property: Address: _____ legally described as: _____ County, Texas, together with the following non-real-property items: _____

The real property and the non-real property are collectively called the "Premises".

2. **TERM:**

A. Lease Term: The initial term of this lease begins on _____ and ends at Midnight on _____

B. Delay of Occupancy: Tenant may terminate this Lease by giving written notice to Landlord if the Premises are not available to be occupied by Tenant by the fifth (5th) day after the Commencement Date because of construction on the Premises or a prior tenant's holding over of the Premises, in which event 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.

3. **DEFINITIONS:**

"Abandonment" occurs when all of the following occur:
(a) all occupants have vacated the Premises, 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 Landlord is prevented from entering the Premises, by affixing it to the outside of the main entry door, stating that Landlord considers the Premises 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.

"Injury" means (a) harm to or impairment or loss of property or its use or (b) harm to or death of a person.

"Landlord" means Landlord[s] and [his/her/their/its] agents, employees, invitees, licensees, or visitors.

"Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

"Rent" means Monthly Rent plus any other amounts of money payable by Tenant to Landlord.

"Surrender" occurs when all occupants have vacated the Premises, in Landlord's reasonable judgment, and one of the following events occurs: the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; on

Tenant___ ___ ___ ___ Landlord_____ Page 1 of 16

Whether you plan to enter into an industrial or retail lease, rent one room, an entire office, or building, follow these steps to complete TAR Commercial Lease: Identify the parties to the lease. Describe the leased property and all its improvements. Indicate the term of the lease - you need to enter the commencement and expiration dates. State the amount of monthly rent and supplemental expenses. Agree on the payment method before the tenant uses the premises. Add a security deposit as an addition to the advance rent and decide who pays for the utilities. Include an insurance clause to guarantee payment for any damage to the property. Decide when the tenant may use the property and outline for which purpose these premises are rented. The tenant must promise to comply with all laws and regulations and do not conduct any illegal activities on the rented premises. Forbid the use of signs and decoration outside the premises without the landlord's consent and write down when the landlord can access the property. Confirm that the premises are leased in its present condition and they must be surrendered in the same condition except for wear and tear.
Determine which party is responsible for general maintenance and repairs and state who and when can make alterations to the premises.
Include common lease clauses - indemnity, default, subordination, casualty loss, etc. You may add other provisions using free space in the form. Identify brokers to the lease and state when they will receive their fees. Certify you have read and understood the contract, date, and sign the document.
However, once the papers are prepared, you are not bound to the terms forever - a commercial lease offers flexibility and negotiability, and parties can discuss the clauses of the agreement, especially if their relationship proves to be fruitful. You can also sign addendums to outline the reimbursement of expenses, future extension, parking, right of first refusal, etc.