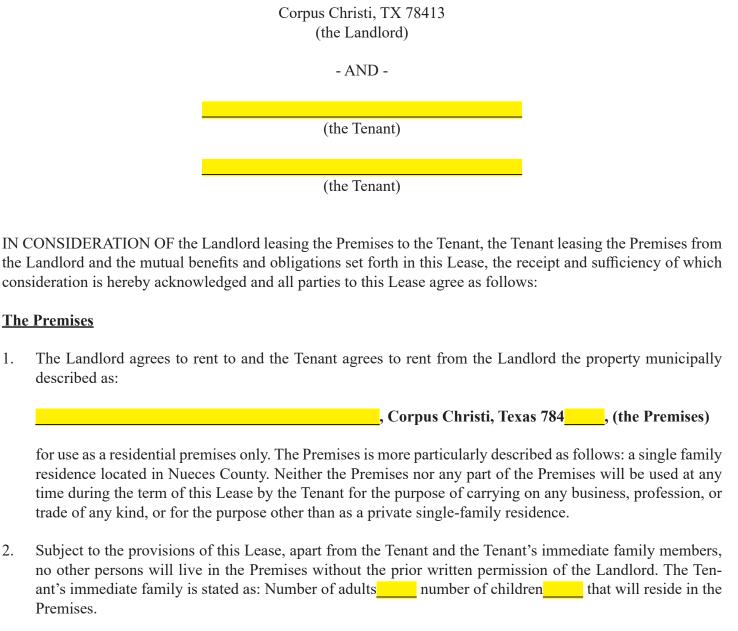
# 1 Year Residential Lease Agreement

BETWEEN:

Lorco Properties, Inc. 4513 Cedar Pass Drive



#### **Term**

**The Premises** 

described as:

Premises.

sent of the Landlord.

1.

2.

3.

4.

5. The term of the Lease commences at 12:00 p.m. (Noon) on // / and ends at 11:59 a.m. on / / /

No guests of the Tenants may occupy the Premises for longer than one week without the prior written con-

The Premises are provided to the Tenant without any furnishings. Appliances provided are listed as:

(1) (3) (4)

6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy (Month to Month) will be created between the Landlord and the Tenant. In this event, the new Lease is identical to this Lease except in that it is terminable upon the Landlord giving the Tenant an End of Lease notice.

#### Rent

- 7. The rent amount for the Premises is \$\_\_\_\_\_\_00 per month (the Rent).
- 8. The Tenant will pay the Rent on or before the first day of each and every month to the Landlord. 3 days of grace are allowed. Late charges are as follows: Rent paid on the 4th day of the month, add \$75.00, and rent paid on or after the 5th day of the month add \$15.00 per day as well. A maximum of 7 days of late fees are allowed. On the 8th day of being late, the eviction process will begin.
- 9. Rent can be paid in cash, money orders, cashier's checks, direct bank deposit for no additional fees. Rent can be paid with a credit or debit card but a fee of 3.5% will be necessary.

#### **Security Deposit**

- 10. Upon execution of this Lease, the Tenant will pay the Landlord a security deposit of \$\_\_\_\_\_\_\_.00 (the Security Deposit). A nonrefundable pet deposit is \$300.00 per pet.
- 11. The Landlord will return the security deposit at the end of this tenancy minus any charges incurred to make the Premises COMPLETELY RENTABLE AGAIN. "COMPLETELY RENTABLE AGAIN" in this instance means: in the exact condition that the property was in at the beginning of this Lease. An addendum to this Lease is attached as Item A titled: *End of Lease Make Ready Fees, Charges, and Rates*.

The Landlord will charge the Tenant for, but not limited to: Repainting, repair to damaged walls, unstopping toilets/sinks/drains, replacing damaged / missing doors (repainting new doors), repairing or replacing windows, repairing or replacing toilets, repairing or replacing appliances, repairing or replacing screens, replacing mini blinds, repairing or replacing mirrors, repairing or replacing light fixtures; repairing cuts or burns to counter tops / floors, replacing missing keys, replacing LED light bulbs, cleaning, deep cleaning, professional cleaning, addressing pet odors, etc. initials:

- 12. The security deposit return process will take no longer than 30 days.
- 13. The Tenant may not use the Security Deposit as payment for the Rent but at any time, if a deposit balance exists, the Landlord can and will choose to use a rent payment to cover the deposit balance. This action will make a negative balance on rent due and late fees will begin to occur.

#### **Quiet Enjoyment**

14. The Tenant agrees to maintain and enjoy the Premises peacefully and quietly. The Tenant will not make any noise or nuisance which disturbs the comfort or convenience of other tenants nearby. More that one complaint can constitute an eviction. Any situation regarding police reports and / or firearms will warrant an immediate eviction.

If any private, public, legal, or personal matters ensue between neighbors and or others in close proximity to the Premises, the Landlord is not obligated, and will not intervene.

#### **Inspections and Entering the Premises**

15. At any reasonable time during the term of this Lease and upon any renewal of this Lease, the Landlord may enter the Premises to make inspections, or repairs, or to show the Premises to a prospective tenant or purchaser.

#### **Tenant Improvements**

16. The Tenant will obtain written permission from the Landlord before beginning any tenant improvements.

#### **Utilities**

17. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, gas, water, phone, internet service, and cable.

#### **Insurance**

18. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised to purchase a renter's policy of insurance for any and all personal property kept on the Premises.

### Abandonment, Assumed Abandonment, and Perceived Abandonment by the Tenant

19. At any time during the term of this Lease the Landlord may enter the Premises by any means without being liable for any prosecution for such entering. If the Landlord's right of entry is exercised following abandonment, assumed abandonment, or perceived abandonment of the premises by the Tenant, then the Landlord will consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned as well. Hence, the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so. Assumed abandonment will be perceived if: utilities and/or electricity is terminated, keys are forsaken, communication stops between the Tenant and the Landlord for 7 days, or communication of intent to abandon is sent via text, oral statement, e-mail, or U.S. mail.

#### **Amendment of the Lease**

20. Any amendment or modification of this Lease will only be binding if evidenced in writing signed by both parties.

#### **Appearance of the Premises**

21. Where the Premises has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, trash, debris, snow and ice. The Tenant will also keep any public sidewalks adjacent to the Premises clean, tidy and free of objectionable material including dirt, trash, debris, snow and ice. Where the Premises has its own garden, patio, or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden, patio, or grass area in a neat and cut condition. The Tenant will cut all of the grass surrounding the entire Premises including city property that is adjacent to the Premises, if applicable.

#### **General Provisions**

- 22. The Tenant will keep the interior and exterior of the Premises reasonably clean.
- 23. The Tenant will dispose of its trash in a timely, tidy, proper, and sanitary manner.
- 24. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 25. The Tenant will comply with standards of health, sanitation, fire, housing and safety as required by the state of Texas and county of Nueces.
- 26. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of five consecutive days or longer, the Tenant will arrange for regular inspection by a competent person.
- 27. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.
- 28. No pets or animals are allowed to be kept inside or outside the Premises unless approved by the Landlord.
- 29. The Landlord is not responsible for clearing any plumbing stoppages inside of the Premises. *initials:*
- 30. The Landlord is not responsible for the Heating Ventilation Air Conditioning (HVAC) system coil cleaning or clearing a frozen coil either. Changing the air filter every 30 days will prevent both of these situations. *initials*:
- 31. Any requests for any repairs or fixes of any type from the Tenant after 5:00 p.m. on a Friday or Saturday or Sunday will be attended to on the following Monday morning.
- 32. Visitors will be maintained to a minimum and no more than 3 visitors cars will be allowed at one time on a regular basis. Special occasions are an exception.
- 33. Only patio furniture with matching colors and / or matching designs only are allowed to be set outside the front of the Premises for lounging. No BBQ pits are allowed in front of the Premises.
- 34. Property insurance demands that no swimming pools and or trampolines are allowed on the Premises. No Pit Bulls and/or similar dogs are ever allowed on the Premises by the Tenant or a guest of the Tenant.
- 35. Play sets and or swing sets may be used but can only be placed on the Premises behind the property build line. Toys and children's play items will not be left in plain sight for more than 24 hours. It it required that all that the Premises be cleaned and organized on a daily basis.
- 36. All trash, tires, car parts, construction material, and/or fire wood must not be visible from the street.
- 37. Non running and or non working vehicles are not allowed on the Premises.
- 38. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this Lease.
- 39. Locks may not be added or changed without the written agreement of the Landlord.

- 40. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind will not be binding on either party except to the extent incorporated in this Lease.
- 41. The Tenant will indemnify, and the owner of the Premises, where different from the Landlord, harmless from all liabilities, fines, suits, claims, or demands and actions of any kind by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant are responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
- 42. The Tenant agrees that the Landlord will not be liable or responsible in anyway for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant are responsible who may be on the Premises of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
- 43. The Tenant is responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
- 45. The Tenant is required to adhere to all provisions discussed in this lease agreement. Upon any violation of any of the provisions in this contract, at any time during this contract, The Tenant will be served a Notice to Vacate and an eviction process will begin.

Ruth Salazar	Tenant
Lorco Properties, Inc.	
Date	Date
	Tenant
	Date

# Item A: End of Lease Make Ready Fees, Charges, and Rates

Repair To Dama	ged Walls	
	Nail/Screw Holes	\$10.00
	Patching Sheetrock Tape/Float/Paint	\$2.50 per square inch
	Paint/Touch up Paint	\$2.00 per square foot
Plumbing		
	Toilet Replace	\$100.00
	Toilet Replace Labor	\$100.00
	Unclogging any Drain Line	\$30.00
<b>Doors and Wind</b>	ows	
	Interior Door	\$40.00
	Interior Door Installation and Paint	\$75.00
	Window Broken Glass and Labor	\$100.00
	Mini Blind	\$20.00
	Exterior Screens	\$60.00
	Garage Door Panels	\$200.00
	Garage Door Opener	\$200.00
	Garage Door Remote Control	\$45.00
	Cabinet Door	\$45.00
	Sliding Closet Door	\$95.00
	Mirror Sliding Closet Door	
	Sliding Closet Door Hardware	
Counter Tops an		
	Stains, Burns, Scratch Repair, Carpet Shampoo	Ouoted Price
<b>Keys and Locks</b>		
V	New Key Set	\$20.00
	Any Door Knob (Interior/Exterior/Bed Room/Hall/Closet/Dead Bolt, etc).	
Cleaning		·
· · · · · · ·	Light Cleaning (per hour/per person)	\$20.00
	Deep Cleaning and Disinfecting (per person/per hour)	
Miscellaneous		*
	LED Light Bulb	\$12.00
	Rest Room Mirror	
	Landscape Fixes	
	Door Bell	
Ruth Salazar	Tenant	
Lorco Properties	s, Inc.	
Date	Date	
	Tenant	

## **Lead Based Paint Disclosure**

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Landi	ora s	DISC	iosure

The '	Landle	ord	CFR	LIFI	FÇ '	$TH\Delta$	T.

- 1. The Landlord has NO knowledge of any lead-based paint and/or lead-based paint hazards in or about the Premises.
- 2. The Landlord has NO records or reports relating to lead-based paint and/or lead-based paint hazards in or about the Premises.

Ruth Salazar Lorco Properties, Inc.	Tenant	
Date	Date	
	Tenant	
	Date	