



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO LEASE

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1. PARTIES: The parties to this agreement (this Listing) are:

Landlord: _____

Address: _____

City, State, Zip: _____

Phone: _____ Mobile: _____

E-Mail/Fax Number: _____

Broker: _____

Address: _____

City, State, Zip: _____

Phone: _____ Mobile: _____

E-Mail/Fax Number: _____

Landlord appoints Broker as Landlord's sole and exclusive real estate agent and grants to Broker the exclusive right to lease the Property.

2. PROPERTY: "Property" means the land described below, its improvements, its fixtures, and the non-real estate items described below, except for any exclusions described below.

A. Land: Lot _____, Block _____, _____
Addition, City of _____,
in _____ County, Texas known as _____
(address/zip code),
or as described on attached exhibit. *(If Property is a condominium, attach Condominium Addendum.)*

B. Non-Real Estate Items: Except for items excluded in Paragraph 2C, Landlord instructs Broker to market the Property with all its fixtures and improvements and the following non-real estate items: _____

_____.

C. Exclusions: Landlord will remove the following: _____

_____.

3. LISTING PRICE: Landlord instructs Broker to market the Property:

- A. at a monthly rental of \$ _____ (Listing Price); and
B. for a lease term of not less than _____ months and not more than _____ months.

4. TERM:

- A. This Listing begins on _____ and ends at 11:59 p.m. on _____.
- B. If Landlord enters into a binding written lease for the Property before the date this Listing begins and the lease is binding on the date this Listing begins, this Listing will not commence and will be void.

(TXR-1102) 08-23-24 Initialed for Identification by Broker/Associate _____ and Landlord _____, _____

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5. BROKER COMPENSATION:

Broker compensation or the sharing of compensation between brokers is not set by law nor fixed, controlled, recommended, or suggested by the Association of REALTORS®, MLS, or any listing service. Broker compensation is fully negotiable. Brokers independently determine their fees.
(Complete either 5A or 5B only)

A. Broker's Fee (with compensation for other broker):

This Paragraph 5A includes payment of compensation to the other broker working with a tenant. Complete both (1) and (2)

(1) When Earned and Payable, Landlord will pay Broker *(insert total amount for Broker and other broker)*:

- ☐ (a) _____ % of one full month's rent to be paid under a lease of the Property.
☐ (b) _____ % of all rents to be paid under a lease of the Property.
☐ (c) _____ .

If Broker does not pay the other broker that procures a tenant as specified in Paragraph 5A(2), Broker's Fee in this Paragraph 5A(1) will be reduced by any amount not paid to the other broker.

(2) If the other broker procures a tenant that leases the Property, Landlord authorizes Broker to pay and Broker will pay the other broker the following fees from the amounts specified in A(1):

(a) if the other broker represents the tenant (complete only one):

- ☐ _____ % of one month's rent to be paid under a lease
☐ _____ % of all rents to be paid under a lease
☐ A flat fee of \$ _____ ; and

(b) if the other broker is a subagent (complete only one):

- ☐ _____ % of one month's rent to be paid under a lease
☐ _____ % of all rents to be paid under a lease
☐ A flat fee of \$ _____ .

(3) Landlord authorizes Broker to publicly disclose compensation for the other broker as specified in 5A(2).

(4) Broker will retain amounts specified in 5A(1) as Broker's Fee if there is no other broker that procures the tenant, including, but not limited to, transactions where Broker represents both Landlord and tenant (intermediary) or tenant is unrepresented. Amounts specified in 5A(2)(a) will be applied towards any fees a tenant has agreed to pay Broker as specified in a separate written representation agreement.

B. Broker's Fee (without compensation for other broker):

(1) When Earned and Payable, Landlord will pay Broker *(insert amount to be paid to Broker only)*:

- ☐ (a) _____ % of one full month's rent to be paid under a lease of the Property.
☐ (b) _____ % of all rents to be paid under a lease of the Property.
☐ (c) _____ .

C. Earned: Broker's compensation is Earned when any one of the following occurs during this Listing:

- (1) Landlord agrees to lease or rent the Property to anyone at any price and on any terms, whether by written or oral agreement or option;
 (2) Broker individually or in cooperation with another broker procures a tenant ready, willing, and able to lease the Property at the Listing Price for a term stated in Paragraph 3 or at any other price or term acceptable to Landlord; or
 (3) Landlord breaches this Listing.

D. Payable: Once earned, Broker's compensation is Payable either during this Listing or after it ends, at the earlier of:

- (1) the time Landlord and any tenant agree to lease or rent the Property;
- (2) Landlord's refusal to lease the Property after Broker's compensation has been earned;
- (3) Landlord's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

E. Other Compensation:

(1) Compensation for Renewal: If Landlord renews or extends a lease or rental agreement with a tenant procured under this Listing, Landlord, at the time the renewal or extension begins, will pay Broker the amount described below. This Paragraph 5E(1) survives termination of this Listing.

- ☐ (a) _____ % of one full month's rent to be paid under the renewal or extension.
- ☐ (b) _____ % of all rents to be paid under the renewal or extension.
- ☐ (c) _____.

(2) Compensation for a Sale:

(a) If Landlord agrees to sell the Property, by written or oral agreement or option, to a tenant procured under this Listing not later than the time the tenant vacates the Property, Landlord will, at the time the sale closes, pay Broker:

- ☐ (i) _____ % of the sales price.
- ☐ (ii) _____.

(b) If Landlord sells or agrees to sell the Property during the term of this Listing, Landlord will pay Broker the amount specified in Paragraph 5E(2)(a) at the time the sale closes.

(3) Service Providers: If Broker refers Landlord or a prospective tenant or buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5E(3) is in addition to any other compensation Broker may receive under this Listing.

(4) Other Fees: Any application fee or administrative fee paid to the Broker is retained by the Broker.

(5) Reimbursable Expenses: _____.

F. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for _____ days.

(2) Not later than 10 days after this Listing ends, Broker may send Landlord written notice specifying the names of persons whose attention was called to the Property during this Listing. If Landlord agrees to lease or sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Landlord will, at the time Landlord agrees to lease or sell the Property, pay Broker the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) This Paragraph 5F survives termination of this Listing. This Paragraph 5F will not apply if:

- (a) Landlord agrees to lease, rent, or sell the Property during the protection period;
- (b) the Property is exclusively listed with another broker who is a member of the Texas Association of REALTORS® at the time the lease, rental, or sale is negotiated; and
- (c) Landlord is obligated to pay the other broker a fee for the lease, rental, or sale.

G. County: All amounts payable to Broker are to be paid in cash in _____ County, Texas.

6. LISTING SERVICES:

A. Filing: Landlord instructs Broker as follows: *(Check 1 or 2 only.)*

☐ (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following:
(Check only one box.)

☐ (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Landlord authorizes Broker to submit information about this Listing and the lease of the Property to the MLS.

☐ (b) Landlord instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____.

(NOTE: Do not check if prohibited by MLS(s).)

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires including leased or sold data. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

☐ (2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing service.

Notice: Landlord acknowledges and understands that if this option is checked: (1) Landlord's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their tenant clients may not be aware that Landlord's Property is offered for lease; (2) Landlord's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Landlord is marketing the Property.

B. Listing Content: If Broker files this Listing under Paragraph 6A(1)(a) or (b), the parties agree to the following:

(1) Definitions:

(a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.

(b) "Landlord Listing Content" means Listing Content provided by Landlord to Broker or Broker's associates.

(c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.

(2) Landlord grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Landlord Listing Content, to prepare derivative works of the Landlord Listing Content, and to distribute the Landlord Listing Content, including any derivative works of the Landlord Listing Content. This Paragraph 6B(2) survives termination of this Listing.

(3) All Broker Listing Content is owned exclusively by Broker, and Landlord has no right, title, or interest in or to any Broker Listing Content.

- (4) Landlord understands and agrees that both the Landlord Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed, and reproduced.

7. ACCESS TO THE PROPERTY:

- A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and lease of the Property, Landlord instructs Broker to:
- (1) access the Property at reasonable times;
 - (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to enter the Property at reasonable times; and
 - (3) duplicate keys to facilitate convenient and efficient showings of the Property.
- B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: _____.
- C. Keybox: **A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Landlord's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
- (1) Broker ☐ is or ☐ is not authorized to place a keybox on the Property.
 - (2) If a tenant occupies the Property at any time during this Listing, Landlord will furnish Broker a written statement (for example, TXR 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.
- D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Landlord or any other person. Landlord assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Landlord will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. RESERVED

9. INTERMEDIARY: (Check A or B only.)

- ☐ A. Intermediary Status: Broker may show the Property to interested prospective tenants or buyers who Broker represents. If a prospective tenant who Broker represents offers to lease or buy the Property, Landlord authorizes Broker to act as an intermediary and Broker will notify Landlord that Broker will service the parties in accordance with one of the following alternatives.
- (1) If a prospective tenant or buyer who Broker represents is serviced by an associate other than the associate servicing Landlord under this Listing, Broker may notify Landlord that Broker will: (a) appoint the associate then servicing Landlord to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Landlord; and (b) appoint the associate then servicing the prospective tenant or buyer to the prospective tenant or buyer for the same purpose.
 - (2) If a prospective tenant or buyer who Broker represents is serviced by the same associate that is servicing Landlord, Broker may notify Landlord that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective tenant or buyer; and (b) appoint the associate servicing the Landlord under this Listing to Landlord for the same purpose.

- (3) Broker may notify Landlord that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

☐ B. No Intermediary Status: Landlord agrees that Broker will not show the Property to prospective tenants or buyers who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ◆ may not disclose to the prospective tenant or buyer that Landlord will accept a price less than the asking price unless otherwise instructed in a separate writing by Landlord;
- ◆ may not disclose to Landlord that the prospective tenant or buyer will pay a price greater than the price submitted in a written offer to Landlord unless otherwise instructed in a separate writing by the prospective tenant or buyer;
- ◆ may not disclose any confidential information or any information Landlord or the prospective tenant or buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◆ may not treat a party to the transaction dishonestly; and
- ◆ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Landlord except as authorized by Landlord or required by law. Broker may not disclose to Landlord any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for lease, procure a tenant, and negotiate the lease of the Property.
- B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked.

- ☐ (1) Landlord does not want this Listing to be displayed on the Internet.
- ☐ (2) Landlord does not want the address of the Property to be displayed on the Internet.

Notice: Landlord understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

- C. In addition to other authority granted by this Listing, Broker may:
- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
 - (2) place a "For Lease" sign on the Property and remove all other signs offering the Property for sale or lease;
 - (3) furnish comparative marketing and lease information about other properties to prospective tenants;
 - (4) disseminate information about the Property to other brokers and to prospective tenants, including applicable disclosures or notices that Landlord is required to make under law or a lease;
 - (5) accept and deposit money for security deposit(s), application fees, and rent in trust in accordance with a lease for the Property and to make authorized deductions and offsets from such money for Broker's compensation, reimbursements, and other authorized purposes;

- (6) disclose the terms of a lease for the Property to other brokers, appraisers, or other real estate professionals;
- (7) in response to inquiries from prospective tenants and other brokers, disclose whether Landlord is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Landlord);
- (8) advertise, during or after this Listing ends, that Broker "leased" the Property; and
- (9) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

D. Make Ready:

- ☐ (1) Broker may not arrange for contractors to make repairs or alterations to the Property.
- ☐ (2) Broker may arrange for contractors to make repairs or alterations to the Property. The total cost of repairs or alterations may not exceed \$_____, unless Landlord consents to any excess. Unless this agreement otherwise limits Broker's discretion, Broker will use Broker's best judgment in selecting contractors and determining the repairs or alterations to be made. Landlord will:
 - ☐ (a) pay the contractors directly and pay Broker a service fee of _____ upon receipt of the contractors' and Broker's invoices.
 - ☐ (b) reimburse Broker for the costs Broker incurs for any repairs or alterations and pay Broker a service fee of _____ upon receipt of Broker's invoice.

- E. Broker is not authorized to execute any document in the name of or on behalf of Landlord concerning the Property.

12. LANDLORD'S REPRESENTATIONS: Except as provided by Paragraph 15, Landlord represents that:

- A. Landlord has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to lease the Property;
- B. Landlord is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Landlord is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except: _____;
- F. Landlord is not aware of any liens or other encumbrances against the Property, except: _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Landlord provides to Broker is true and correct to the best of Landlord's knowledge;
- I. there are no optional user fees for the use of common areas (for example, pool or tennis courts in the Property's addition except: _____);
- J. Landlord is not aware of a condition concerning the Property that materially affects the health or safety of an ordinary tenant except: _____; and
- K. the Landlord Listing Content, and the license granted to Broker for the Landlord Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

13. LANDLORD'S ADDITIONAL PROMISES: Landlord agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and lease of the Property;
- B. not rent, lease, or sell the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective tenant who may contact Landlord directly, but refer all prospective tenants to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a lease of the Property;
- H. amend any applicable notices and disclosures if any material change occurs during this Listing; and
- I. disclose any restrictions in Landlord's insurance on the Property that affects Tenant's use of the Property (for example prohibitions of trampolines, aggressive animals, or above-ground pools).

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Landlord must notify Landlord's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property or for inspecting the Property on any periodic basis.
 - B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Landlord, negligently or otherwise.
 - C. Landlord agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:
 - (1) are caused by Landlord, negligently or otherwise;
 - (2) arise from Landlord's failure to disclose any material or relevant information about the Property;
- or
- (3) are caused by Landlord giving incorrect information to any person.

15. SPECIAL PROVISIONS:

- 16. DEFAULT:** If Landlord breaches this Listing, Landlord is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5 and any other compensation Broker is entitled to receive under this Listing. If Landlord breaches this Listing and has not leased the Property, the Listing Price will be the monthly rent and the term will be 12 months for purposes of computing Broker's compensation. If Broker breaches this Listing, Broker is in default and Landlord may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. ATTORNEY'S FEES: If Landlord or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Landlord may need to provide are:

- ☒ A. Information About Brokerage Services;
- ☐ B. Addendum Regarding Rental Flood Disclosure
- ☐ C. Addendum Regarding Lead-Based Paint (required if Property was built before 1978);
- ☐ D. Request for Information from an Owners' Association;
- ☐ E. Information about Special Flood Hazard Areas;
- ☐ F. Condominium Addendum to Listing;
- ☐ G. Keybox Authorization by Tenant; and
- ☐ H. Information about On-Site Sewer Facility
- ☐ I. IRS Forms (W-9 or W-8)
- ☐ J. Owner's Authorization Concerning Unescorted Access to Property
- ☐ K. General Information for Landlord Regarding Assistance Animals
- ☐ L. _____

20. LEASE REQUIREMENTS BY LANDLORD: In response to inquiries from prospective tenants and other brokers, Broker may communicate the Listing Price as the desired monthly rent and the following preferences or requirements by Landlord. The information is negotiable and does not bind Landlord to accept or reject any offer.

A. Monthly Rent: Due on the ☐ first day of the month ☐ _____.

B. Late Charges: Time at which late charges are incurred: 11:59 p.m. on the _____ day after the date on which rent is due.

(1) Initial Late Charge: ☐ (a) \$ _____; ☐ (b) _____ % of one month's rent.

(2) Additional Late Charges: \$ _____ per day thereafter.

C. Animals: ☐ not permitted or ☐ permitted with the following restrictions (*size, weight, number, type*): _____

(1) If an animal is permitted, Landlord requires the tenant to sign an animal agreement and requires:

☐ (a) an animal deposit of \$ _____ in addition to the security deposit.

☐ (b) the monthly rent to be increased by \$ _____.

☐ (c) a one-time, non-refundable payment of \$ _____.

(2) Animal violation charges (whether animal is permitted or not permitted): (a) an initial charge of \$ _____; and (b) \$ _____ per day thereafter.

Notice: Broker is not authorized to refuse a valid request for a reasonable accommodation for an assistance animal and may not charge any animal fee or animal deposit for the assistance animal. Please see form TXR 2226 General Information for Landlord Regarding Assistance Animals for more information.

D. Security Deposit: \$ _____

- E. Utilities: All utilities to be paid by Tenant except: _____
- F. Guests: Number of days guests permitted on Property: _____
- G. Vehicles: Number of vehicles permitted on Property: _____
- H. Trip Charge: \$ _____
- I. Keybox: Authorized during last _____ days of lease; Early Withdrawal Fee \$ _____
- J. Inventory and Condition Form: To be delivered within _____ days
- K. Yard: To be maintained by: ☐ Landlord; ☐ Tenant; ☐ a contractor chosen and paid by Tenant; or ☐ _____ (contractor) paid by Tenant.
- L. Pool/Spa: To be maintained by: ☐ Landlord; ☐ Tenant; ☐ a contractor chosen and paid by Tenant; ☐ _____ (contractor) paid by Tenant; or ☐ _____
- M. Repairs: Emergency phone number for repairs: _____
Appliances or items that will not be repaired: _____
- N. Special Provisions: _____

- O. Assignment, Subletting and Replacement Tenant Fees:
(1) If procured by tenant: ☐ (i) \$ _____; or ☐ (ii) _____ % of one month's rent.
(2) If procured by landlord: ☐ (i) \$ _____; or ☐ (ii) _____ % of one month's rent.
- P. Other: _____

21. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Landlord's obligation to pay Broker earned compensation is binding upon Landlord and Landlord's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Landlords executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Severable Clauses: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- F. Controlling Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

22. ADDITIONAL NOTICES:

- A. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**

- B. Broker advises Landlord to review the information Broker submits to an MLS or other listing service.**
- C. Broker advises Landlord to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.**
- D. Broker advises Landlord to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective tenants without their knowledge or consent. Landlord should be aware that a prospective tenant might photograph or otherwise record the Property without Landlord's knowledge or consent.**
- E. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Landlord.**
- F. Residential service contracts are available from licensed residential service companies. A residential service contract may provide for the repair or replacement of some appliances or electrical, plumbing, heating, or cooling systems. Exclusions and deductibles apply.**
- G. The Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. The Property Code also requires smoke alarms in certain locations. The Property Code requires Landlord to rekey the security devices and to test the smoke alarms each time a new tenant occupies the Property.**
- H. If the Property was built before 1978, Federal law requires the Landlord (before a tenant is obligated under a lease) to: (1) provide the tenant with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; and (3) deliver all records and reports to the tenant related to such paint or hazards.**
- I. Broker advises Landlord to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.**
- J. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.**

Broker's Printed Name License No.

Landlord's Printed Name

☐ Broker's Signature Date
☐ Broker's Associate's Signature, as an authorized agent of Broker

Landlord's Signature Date

Broker's Associate's Printed Name, if applicable License No.

Landlord's Printed Name

Landlord's Signature Date



RESIDENTIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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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: This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 4B applies only if the lease renews on a month-to-month basis. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

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.

Residential Lease concerning: _____

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

- 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.

5. RENT:

- A. Monthly Rent: The monthly rent is \$ _____ Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:
- ☐ (1) the first day of each month during this lease.
- ☐ (2) _____ .

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

Tenant will pay first month's rent made payable to ☐ Landlord or ☐ Listing Broker or ☐ Property Manager.

The first month's rent is due and payable not later than _____ by *(select one or more)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.

- B. Prorated Rent: The prorated rent of \$ _____ is due on or before _____ by *(select one or more)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.

- C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: _____

Address: _____

Notice: Place the Property address and Tenant's name on all payments.

- D. Method of Payment:
- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord. Landlord ☐ may or ☐ may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.
- (4) Landlord ☐ requires ☐ does not require Tenant(s) to pay monthly rents by one payment.

Residential Lease concerning: _____

(5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the _____ day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

(1) an initial late charge equal to (*check one box only*): ☐ (a) \$ _____ ; or ☐ (b) _____ % of one month's rent; **and**

(2) additional late charges of \$ _____ per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

Notice: \$92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ _____ for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS:** Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, animal charges, and then to rent.

9. ANIMALS:

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.

B. If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, Landlord may take all or any of the following action:

(1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;

(2) charge Tenant, as additional rent, an initial amount of \$ _____ and \$ _____ per day thereafter per animal for each day Tenant violates the animal restrictions;

Residential Lease concerning: _____

- (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized animal;
 - (b) exterminate the Property for fleas and other insects;
 - (c) clean and deodorize the Property's carpets and drapes; and
 - (d) repair any damage to the Property caused by the unauthorized animal.
- C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

10. SECURITY DEPOSIT:

- A. Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$_____ by (select one or more): ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. Interest: 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.
- C. Refund: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

- (1) §92.108, 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.
- (2) 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.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;

Residential Lease concerning: _____

- (f) unpaid pet charges;
- (g) replacing unreturned keys, garage door openers, security devices, or other components;
- (h) the removal of unauthorized locks or fixtures installed by Tenant;
- (i) Landlord's cost to access the Property if made inaccessible by Tenant;
- (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
- (k) packing, removing, and storing abandoned property;
- (l) removing abandoned or illegally parked vehicles;
- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

- (2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

- A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: _____

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

- B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

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

12. USE AND OCCUPANCY:

- A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are *(include names and ages of all occupants)*: _____

- B. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

Residential Lease concerning: _____

C. HOA Rules: This Property ☐ is or ☐ is not a part of an HOA. _____

(Include the name of the HOA if there is one). Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.

E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or _____ consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.

F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. PARKING RULES: Tenant may not permit more than _____ vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to

Residential Lease concerning: _____

prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ _____.

D. **Keybox:** A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

(1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:

- (a) during the last _____ days of this lease or any renewal or extension; and
- (b) at any time Landlord lists the Property for sale with a Texas licensed broker.

(2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ _____ as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.

(3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.

(4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

A. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.

B. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: _____

_____.

Residential Lease concerning: _____

- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within _____ days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions:

- (1) *"Normal wear and tear"* means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) *"Surrender"* occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
- (3) *"Abandonment"* occurs when all of the following occur:
 - (a) all occupants have vacated the Property, 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 the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property 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.

C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
- (1) keep the Property clean and sanitary;
 - (2) promptly dispose of all garbage in appropriate receptacles;

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- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: _____

- _____. Other than watering, the yard will be maintained as follows:
- ☐ (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- ☐ (b) Tenant, at Tenant's expense, will maintain the yard.
- ☐ (c) Tenant will maintain in effect a scheduled yard maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____.

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;

Residential Lease concerning: _____

- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

E. **Failure to Maintain:** If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

F. **Smoking:** Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family, or occupants is ☐ permitted ☐ not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
- (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at _____. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

B. **NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. **Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections.** The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

C. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs:

- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Except for those conditions caused by the negligence of Landlord, Tenant will pay to repair the following conditions:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: _____

E. **Trip Charges:** If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

F. **Advance Payments and Reimbursements:** Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.

Residential Lease concerning: _____

- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

20. SMOKE ALARMS: Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.

21. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or 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, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

22. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

23. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.

24. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

25. CASUALTY LOSS OR CONDEMNATION: Section 92.054, Property Code 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. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

Residential Lease concerning: _____

26. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code;
 - (4) all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
 - (5) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

- A. Special Statutory Rights Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

Residential Lease concerning: _____

- (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease 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. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
 - (a) if Tenant procures the assignee, subtenant, or replacement tenant:
☐ (i) \$ _____ .
☐ (ii) _____ % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
 - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
☐ (i) \$ _____ .
☐ (ii) _____ % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

Residential Lease concerning: _____

29. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

30. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

31. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- ☐ Addendum Regarding Rental Flood Disclosure
- ☐ Addendum Regarding Lead-Based Paint
- ☐ Inventory & Condition Form
- ☐ Landlord's Additional Parking Rules
- ☐ Animal Agreement
- ☐ Mold Remediation Consumer Protection
- ☐ Residential Lease Guaranty
- ☐ _____

- ☐ Agreement Between Brokers
- ☐ Landlord's Rules & Regulations
- ☐ Owners' Association Rules
- ☐ Pool/Spa Maintenance Addendum
- ☐ Residential Lease Application
- ☐ Bed Bug Addendum
- ☐ _____
- ☐ _____

32. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.):*

Tenant at the Property and a copy to:

E-mail/Fax: _____

E-mail/Fax: _____

Landlord c/o:

E-mail/Fax: _____

E-mail/Fax: _____

33. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

Residential Lease concerning: _____

- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. (*Do not insert Tenant or Occupant names below.*)
Name: _____ Phone: _____
Address: _____
E-mail: _____
- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
(1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
(2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.
- H. 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 under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

Residential Lease concerning: _____

- I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- J. Landlord's broker, _____,
☐ will ☐ will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by ☐ Landlord or ☐ property manager for Landlord:
Name of property manager: _____ Phone: _____
Address: _____ E-mail: _____
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- L. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.**

Landlord _____ Date _____ Tenant _____ Date _____

Landlord _____ Date _____ Tenant _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney: _____ Tenant _____ Date _____

By: _____ Date _____ Tenant _____ Date _____

Broker's Associate's Printed Name

Broker's Printed Name License No.

Firm Name

For Landlord's Use:

On _____ * (date), Landlord provided a copy of the lease, signed by all parties, to _____ (Tenant) by ☐ mail ☐ e-mail ☐ fax ☐ in person.

Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*



RESIDENTIAL LEASE APPLICATION

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Each occupant and co-applicant 18 years or older must submit a separate application.

Property Address: _____
Anticipated: Move-in Date: _____ Monthly Rent: \$ _____ Security Deposit: \$ _____
Initial Lease Term Requested: _____ (months)

A. Applicant Identification:

Applicant's name (as listed on proof of identification) _____
Applicant's former last name (if applicable) _____
E-mail _____ Mobile Ph. _____
Work Ph. _____ Home Ph. _____
Do you consent to receiving text messages? ☐ yes ☐ no Soc. Sec. No. _____
Driver License/ID No. _____ in _____ (state) Date of Birth _____
Height _____ Weight _____ Eye Color _____ Hair Color _____

Are there co-applicants? ☐ yes ☐ no **Note: If yes, each co-applicant must submit a separate application.**

Co-applicant's name _____ relationship _____
Co-applicant's name _____ relationship _____
Co-applicant's name _____ relationship _____

B. Property Condition:

Applicant ☐ has ☐ has not viewed the Property in-person prior to submitting this application.

Applicant is strongly encouraged to view the Property in-person prior to submitting any application.

Landlord makes no express or implied warranties as to the Property's condition. Applicant requests Landlord consider the following repairs or treatments should Applicant and Landlord enter into a lease:

_____.

C. Representation and Marketing:

Is Applicant represented by a REALTOR® or other agent? ☐ yes ☐ no

If yes, Name: _____

Company: _____

E-mail: _____ Phone Number: _____

Applicant was made aware of Property via:

☐ Sign ☐ Internet ☐ Other _____

D. Applicant Information:

Housing:

Applicant's Current Address: _____ Apt. No. _____
(city, state, zip)

Landlord or Property Manager's Name: _____

Email: _____

Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____

Move In Date: _____ Move Out Date: _____ Rent \$ _____

Reason for move: _____

Applicant's Previous Address: _____ Apt. No. _____
(city, state, zip)

Landlord or Property Manager's Name: _____

Email: _____

Phone: Day: _____ Nt: _____ Mb: _____ Fax: _____

Move In Date: _____ Move Out Date: _____ Rent \$ _____

Reason for move: _____

Employment and Other Income:

Applicant's Current Employer: _____

Address: _____ (street, city, state, zip)

Employment Verification Contact: _____ Phone: _____

Fax: _____ E-mail: _____

Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

Note: If Applicant is self-employed, Landlord may require one or more previous year's tax return attested by a CPA, attorney, or other tax professional.

Applicant's Previous Employer: _____

Address: _____ (street, city, state, zip)

Employment Verification Contact: _____ Phone: _____

Fax: _____ E-mail: _____

Employed from _____ to _____ Gross Monthly Income: \$ _____ Position: _____

Note: Applicant is responsible for including the appropriate contact information for employment verification purposes.

Describe other income Applicant wants considered: _____

Emergency Contact: (Do not insert the name of an occupant or co-applicant.)

Name and Relationship: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail: _____

E. Occupant Information:

Name all other persons that are not co-applicants who will occupy the Property:

Name: _____	Relationship: _____	DOB: _____
Name: _____	Relationship: _____	DOB: _____
Name: _____	Relationship: _____	DOB: _____
Name: _____	Relationship: _____	DOB: _____

F. Vehicle Information:

List all vehicles to be parked on the Property (cars, trucks, boats, trailers, motorcycles, other types of vehicles):

<u>Type</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>License Plate No./State</u>	<u>Mo. Payment</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Note: State, local, and/or HOA ordinances may restrict your ability to park certain vehicles on the Property.**G. Animals:**

Will any animals (dogs, cats, birds, reptiles, fish, other types of animals) be kept on the Property?

☐ yes ☐ no

If yes, list all animals to be kept on the Property:

<u>Type & Breed</u>	<u>Name</u>	<u>Color</u>	<u>Weight</u>	<u>Age in Yrs.</u>	<u>Gender</u>	<u>Neutered?</u>	<u>Bite History?</u>	<u>Rabies Shots Current?</u>	<u>Assistance Animal?</u>
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
_____	_____	_____	_____	_____	_____	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

If any of the animals listed above are assistance animals, please provide appropriate documentation with a reasonable accommodation request for the assistance animal(s).**H. Additional Information:**Yes No

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Will any waterbeds or water-filled furniture be on the Property?

Does anyone who will occupy the Property smoke or vape?

Will Applicant maintain renter's insurance?

Is Applicant or Applicant's spouse, even if separated, in military?

If yes, is the military person serving under orders limiting the military person's stay to one year or less?

Has Applicant ever:

Yes No

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

been evicted?

been asked to move out by a landlord?

breached a lease or rental agreement?

filed for bankruptcy?

lost property in a foreclosure?

been convicted of a crime? If yes, provide the location, year, and type of conviction below.

Residential Lease Application concerning _____

Yes No

☐☐

Is any occupant a registered sex offender? If yes, provide the location, year, and type of conviction below.

☐☐

Has applicant had any credit problems, slow-pays or delinquencies? If yes, provide more information below.

☐☐

Is there additional information Applicant wants considered?

Additional comments: _____

I. Authorization:

Applicant authorizes Landlord and Landlord's authorized agent, at any time before, during, or after any tenancy, to:

- (1) obtain a copy of Applicant's credit report;
- (2) obtain a criminal background check related to Applicant and any occupant; and
- (3) verify any rental or employment history or verify any other information related to this application with persons knowledgeable of such information.

Notice of Landlord's Right to Continue to Show the Property: Unless Landlord and Applicant enter into a separate written agreement otherwise, the Property remains on the market until a lease is signed by all parties and Landlord may continue to show the Property to other prospective tenants and accept another offer.

Privacy Policy: Landlord's agent or property manager maintains a privacy policy that is available upon request.

Fees: Applicant submits a non-refundable fee of \$ _____ to _____
(entity or individual) for processing and reviewing this application.

Applicant ☐ submits ☐ will not submit an application deposit of \$ _____ to be applied to the security deposit upon execution of a lease or returned to Applicant if a lease is not executed.

Acknowledgement & Representation:

- (1) Signing this application indicates that Applicant has had the opportunity to review Landlord's tenant selection criteria, which is available upon request. The tenant selection criteria may include factors such as criminal history, credit history, current income, and rental history.
- (2) Applicant understands that providing inaccurate or incomplete information is grounds for rejection of this application and forfeiture of any application fee and may be grounds to declare Applicant in breach of any lease the Applicant may sign.
- (3) Applicant represents that the statements in this application are true and complete.
- (4) Applicant is responsible for any costs associated with obtaining information.

Applicant's Signature _____

Date _____

For Landlord's Use:

On _____, _____ (name/initials) notified

☐ Applicant ☐ _____ by ☐ phone ☐ mail ☐ e-mail ☐ fax ☐ in person that Applicant was

☐ approved ☐ not approved. Reason for disapproval: _____



**AUTHORIZATION TO RELEASE INFORMATION
RELATED TO A RESIDENTIAL LEASE APPLICANT**

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I, _____ (Applicant), have submitted an application
to lease a property located at _____
_____ (address, city, state, zip).

The landlord, broker, or landlord's representative is:

_____ (phone) _____

_____ (e-mail)

(name)
(address)
(city, state, zip)
(fax)

I give my permission:

- (1) to my current and former employers to release any information about my employment history and income history to the above-named person;
- (2) to my current and former landlords to release any information about my rental history to the above-named person;
- (3) to my current and former mortgage lenders on property that I own or have owned to release any information about my mortgage payment history to the above-named person;
- (4) to my bank, savings and loan, or credit union to provide a verification of funds that I have on deposit to the above-named person; and
- (5) to the above-named person to obtain a copy of my consumer report (credit report) from any consumer reporting agency and to obtain background information about me.

Applicant's Signature _____

Date _____

Note: Any broker gathering information about an applicant acts under specific instructions to verify some or all of the information described in this authorization. The broker maintains a privacy policy which is available upon request.



ANIMAL AGREEMENT

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. ANIMAL AUTHORIZATION AND DESCRIPTION:

- (1) An assistance animal is required to be reported to the Landlord with accompanying documentation. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.

Misrepresentation of an assistance animal is a violation of Texas law and may be a punishable offense.

- (2) Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect) other than an assistance animal, unless specifically authorized by this agreement.

- (3) Tenant may keep only the following animal(s) on the Property until the above-referenced lease ends.

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

-Page intentionally left blank-

B. CONSIDERATION: This Paragraph does not apply to assistance animals. In consideration for Landlord's authorization for Tenant to keep the animal(s) described in Paragraph A on the Property, the parties agree to the following. (*Check any one or any combination of the following.*)

☐ (1) Tenant will pay an animal deposit of \$ _____ on or before _____. The animal deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the animal is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.

☐ (2) Tenant will pay a monthly animal fee in the amount of \$ _____ which is due concurrently with rent payment as referenced in Paragraph 5 of the lease.

☐ (3) Tenant will pay a one-time, non-refundable animal fee of \$ _____ on or before _____

C. ANIMAL RULES: Tenant must:

- (1) take all reasonable action to ensure that any animal does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any animal;
- (3) keep the rabies shots of any animal current;
- (4) confine any animal, when outside, by fences or on leashes under Tenant's control;
- (5) confine any animal, that is not an assistance animal, in an appropriate enclosure for the type of animal;
- (6) promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any animal.

D. ACCESS: Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING ANIMALS:

(1) Is Tenant aware of whether any of the animals described under this addendum has ever bitten or injured another person? ☐ Yes ☐ No

If yes, explain: _____
_____.

(2) Is Tenant aware of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone? ☐ Yes ☐ No

If yes, explain: _____
_____.

F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
 - (a) any damage to the Property or any item in the Property caused by any animal;
 - (b) any personal injuries to any person caused by any animal; and
 - (c) any damage to any person's property caused by any animal.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the flooring, doors, walls, window coverings, furniture, appliances, sod, yard, fences, or landscaping.

Animal Agreement concerning _____

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any animal or Tenant.

H. DEFAULT: If Tenant breaches any provision in this Animal Agreement, Landlord may, in addition to all remedies described under Paragraph 9B of the lease, immediately terminate authorization for Tenant to keep any animal on the Property. Upon such termination, Tenant must immediately remove any such animal from the Property.

I. SPECIAL PROVISIONS:

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: _____

Firm Name: _____



EXTENSION OF RESIDENTIAL LEASE

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NOTE: This extension form is intended to be used to extend a lease written on the most current version of the lease form. If you are extending a lease that is written on a prior version of the form, it is recommended that you enter into a new lease on the updated form to ensure compliance with changes in Texas law.

CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____
_____ **between**
_____ **(Landlord) and**
_____ **(Tenant)**

A. Amendments to Lease: Effective _____, Landlord and Tenant extend and amend the above-referenced lease as follows.

(1) The Expiration Date in Paragraph 3 is changed to: _____.

(2) The monthly rent in Paragraph 5A is: ☐ changed to \$ _____ ☐ remains the same.

(3) The named person and/or contact information in Paragraph 34F: ☐ remains the same ☐ is changed to:
Name: _____ Phone: _____
Address: _____ Email: _____

(4) Other: Paragraph(s) _____ of the lease are amended as follows:

B. Obligation to Return this Extension: If Tenant does not sign and return this extension to Landlord on or before _____, Landlord notifies Tenant that:

- ☐ (1) the lease, in accordance with its terms, will renew on a month-to-month basis, and Landlord notifies Tenant that the monthly rent will: ☐ (a) be \$ _____, effective _____.
☐ (b) remain the same.
- ☐ (2) the lease will terminate on _____ and Tenant must vacate the Property by the date of termination.

Landlord _____ Date _____ Tenant _____ Date _____

Landlord _____ Date _____ Tenant _____ Date _____

Or signed for Landlord under written property management Agreement or power of attorney:

Tenant _____ Date _____

By: _____

Printed Name: _____

Tenant _____ Date _____

Firm Name: _____

Tenant's Phone & E-Mail:

Home _____ Work _____ Mobile _____

E-Mail: _____



RESIDENTIAL LEASE INVENTORY AND CONDITION FORM

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INVENTORY AND CONDITION FORM CONCERNING THE PROPERTY AT _____

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. **All items are presumed to be in good condition unless noted otherwise.** Test all locks, window latches, smoke alarms, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. The Landlord may also use this form upon move-out. Keep a copy for your records. *Note any defects in the items listed below.*

A. Exterior Items	Move-In Comments	Landlord's Move-Out Comments
Mailbox		
Fences & Gates		
Pool/Spa & Equip.		
Lawn, Trees & Shrubs		
Undgrd. Lawn Sprinkler		
Exterior Faucets		
Roof & Gutters		
Siding & Paint		
Driveway		
Front Door		
Door Knob & Lock		
Light/Bulb		
Door Bell		
Back Door		
Door Knob & Lock		
Light/Bulb		
Patio or Deck		
Patio Door		
Door Knob & Lock		
Light/Bulb		
Other		
Water Shut-Off Valve Located? [] yes [] no	Electrical Breakers Located? [] yes [] no	

B. Garage	Move-In Comments	Landlord's Move-Out Comments
Ceilings & Walls		
Floor		
Auto Door Opener		
Safety Reversal		
Remotes		
Garage Doors		
Exterior Doors & Stops		
Storage Room		
Other		

C. EntryMove-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors & Door Stops
Door Locks & Knobs
Flooring
Light Fixtures
Windows & Screens
Window Latches
Plugs & Switches
Closet Shelves & Rods
Other

D. Living RoomMove-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors & Door Stops
Door Locks & Knobs
Flooring
Lights & Ceiling Fans
Windows & Screens
Window Latches
Window Coverings
Plugs & Switches
Cabinets
Fireplace
Other

E. Dining RoomMove-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors & Door Stops
Door Locks & Knobs
Flooring
Lights & Ceiling Fans
Windows & Screens
Window Latches
Window Coverings
Plugs & Switches
Cabinets
Other

F. Kitchen & BreakfastMove-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors & Door Stops
Door Locks & Knobs
Flooring
Lights & Ceiling Fans
Windows & Screens
Window Latches
Window Coverings

F. Kitchen & Breakfast (cont.)Move-In CommentsLandlord's Move-Out Comments

Plugs & Switches
Pantry & Shelves
Cabinets & Handles
Drawers & Handles
Countertops
Range/Cooktop
Microwave
Dishwasher
Oven
 Racks & Knobs
 Broiler & Pan
 Light Cover & Bulb
Vent Hood
 Light & Fan
 Filter
Garbage Disposer
Sink & Faucet
Refrigerator
 Shelves & Drawers
 Light Cover & Bulb
Other

G. HallsMove-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors & Door Stops
Door Locks & Knobs
Flooring
Light Fixtures
Plugs & Switches
Closet Shelves & Rods
Cabinets
Other

H. Family RoomMove-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors & Door Stops
Door Locks & Knobs
Flooring
Lights & Ceiling Fans
Windows & Screens
Window Latches
Window Coverings
Plugs & Switches
Closet Shelves & Rods
Cabinets
Fireplace/Logs/Equip.
Other

I. Primary Bedroom (1)Move-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors & Door Stops
Door Locks & Knobs
Flooring
Lights & Ceiling Fans
Windows & Screens
Window Latches
Window Coverings
Plugs & Switches
Closet Shelves & Rods
Cabinets
Other

J. Primary Bathroom (1)Move-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors/Locks/Knobs/Stops
Flooring
Lights & Fans
Windows & Screens
Window Latches
Window Coverings
Plugs & Switches
Closet Shelves & Rods
Cabinets & Handles
Countertops
Sinks & Faucets
Tub/Shower & Faucets
Toilet/Lid/Seat/Paper Hldr.
Heaters & Exhaust Fans
Towel Fixtures
Other

K. Bedroom (2)Move-In CommentsLandlord's Move-Out Comments

Ceiling & Walls
Paint & Wallpaper
Doors & Door Stops
Door Locks & Knobs
Flooring
Lights & Ceiling Fans
Windows & Screens
Window Latches
Window Coverings
Plugs & Switches
Closet Shelves & Rods
Cabinets
Other

Inventory and Condition Form concerning _____

L. <u>Bedroom (3)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____
M. <u>Bedroom (4)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____
N. <u>Bathroom (2)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet/Lid/Seat/Paper Hldr.	_____	_____
Heaters & Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

Inventory and Condition Form concerning _____

<u>O. Bathroom (3)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet/Lid/Seat/Paper Hldr.	_____	_____
Heaters & Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

<u>P. Utility Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Washer & Dryer	_____	_____
W & D Connections	_____	_____
Other	_____	_____

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Inventory and Condition Form concerning _____

Q. Other	Move-In Comments	Landlord's Move-Out Comments
Central A/C & Heat		
Filter		
Thermostat		
Window A/C Units		
Space or Wall Heaters		
Water Heater		
Water Softener		
Alarm System		
Central Vacuum		
Other		

Smoke Alarms: No. of Units: _____ Tested? [] yes [] no Working? [] yes [] no

Door Locks on all exterior doors tested? (including but not limited to patio doors, door from house to garage, front door, and rear doors) [] yes [] no Working? [] yes [] no

R. Number of Keys:	Received	Returned		Received	Returned
Door keys:			Garage Door Remotes:		
Mailbox keys:			Laundry Room Keys:		
Security Cards:			Recreational Facilities Keys/Cards:		
Gate Keys:			Other _____:		

THIS FORM IS NOT A REPAIR REQUEST. SUBMIT ALL REQUESTS FOR REPAIRS SEPARATELY IN ACCORDANCE WITH YOUR LEASE. The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.

Tenant _____ Date _____
Ph: (c) _____ (alt) _____
E-mail: _____

Tenant _____ Date _____
Ph: (c) _____ (alt) _____
E-mail: _____

Tenant _____ Date _____
Ph: (c) _____ (alt) _____
E-mail: _____

Tenant _____ Date _____
Ph: (c) _____ (alt) _____
E-mail: _____

For Landlord's Use:

This form was received by Landlord's on _____ (date)

(Landlord's or Manager's signature)



RESIDENTIAL LEASE GUARANTY

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- A. In consideration for Landlord leasing the Property to Tenant, the undersigned Guarantors guarantee the performance of all Tenants under the lease described below.

Landlord(s): _____

Tenant(s): _____

Property: _____

Commencement Date: _____ Expiration Date: _____ Monthly Rent: _____

- B. If any Tenant fails to make any payment under the lease, Guarantors will, upon demand, make such payment to Landlord or Landlord's agent. Payments under the lease include but are not limited to rent, late charges, returned check charges, attorney's fees, repair costs, animal charges, utility charges, reimbursements to Landlord, maintenance charges, charges for property damage, and other costs or charges specified in the lease. If Tenant otherwise breaches the lease, Guarantors will, upon demand: (1) cure the breach as the lease may require of Tenant; or (2) compensate Landlord for Landlord's loss resulting from the breach.
- C. This guaranty applies when the lease commences and continues until the lease ends, including any extension or renewal of the lease. The last date on which the renewal of the lease will renew the obligation of Guarantors is _____. Guarantors understand that Guarantors are liable under any renewal of the lease that occurs on or before that date so long as the renewal involves Landlord and Tenant and the financial obligations of Guarantor are not increased. Guarantors waive any rights to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease other than as that notice may pertain to this paragraph.
- D. Guarantors are jointly and severally liable for all provisions of this guaranty.
- E. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the non-prevailing party.
- F. Guarantors ☐ will ☐ will not submit (as Page 2 of this document) an application which authorizes Landlord or Landlord's agent to verify information related to Guarantors' creditworthiness.
- G. Special Provisions:

Guarantors may request a copy of the lease from the Tenant or the broker to the lease.

Guarantor's Signature _____ Date _____

Printed Name _____

Guarantor's Signature _____ Date _____

Printed Name _____

(TXR-2007) 05-15-24

Page 1 of 2



APPLICATION FOR GUARANTOR OF RESIDENTIAL LEASE

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This application relates to the following described lease:

Landlord(s): _____
Tenant(s): _____
Property: _____
Commencement Date: _____ Expiration Date: _____ Monthly Rent: _____

(1) Guarantor's name (as listed on proof of identification): _____
Address: _____
E-mail: _____
Phone: _____ Alternate Phone: _____
Soc. Sec. No.: _____ Driver License/ID No.: _____ in _____ (state)
Date of Birth: _____ Relationship to Tenant: _____
Marital Status: _____ Citizenship: _____ (country)
Employer: _____
Employer's Address: _____
Supervisor's Name: _____ Phone: _____ Fax: _____
Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

(2) Guarantor's name (as listed on proof of identification): _____
Address: _____
E-mail: _____
Phone: _____ Alternate Phone: _____
Soc. Sec. No.: _____ Driver License/ID No.: _____ in _____ (state)
Date of Birth: _____ Relationship to Tenant: _____
Marital Status: _____ Citizenship: _____ (country)
Employer: _____
Employer's Address: _____
Supervisor's Name: _____ Phone: _____ Fax: _____
Start Date: _____ Gross Monthly Income: \$ _____ Position: _____

Guarantors submit the following non-refundable fee(s) for processing and reviewing this application:
\$ _____ for Guarantor (1) and \$ _____ for Guarantor (2).

Guarantors authorize Landlord and Landlord's agents to obtain a copy of Guarantors' consumer or credit reports and to verify relevant information related to each Guarantor's creditworthiness from banks, creditors, employers, existing and previous landlords, and other persons.

Note: Landlord's broker maintains a privacy policy that is available upon request.

Guarantor's Signature _____ Date _____ Guarantor's Signature _____ Date _____



RESIDENTIAL LEASE FOR A MULTI-FAMILY PROPERTY UNIT

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1. PARTIES: The parties to this lease are:

the owner of the Unit, Landlord,: _____ ; and

Tenant(s): _____ .

2. PROPERTY: Landlord leases to Tenant the following Unit Number _____ located at:

Address: _____
in _____ County, Texas, together with the following non-real-property
items: _____ .

The Unit and the non-real-property are collectively called the "Unit". "Property" refers to the real property on which the Unit is located including, but not limited to, the building and common areas.

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 Unit within 5 days after the Commencement Date. If Tenant is unable to occupy the Unit by the 5th day after the Commencement Date because of construction in the Unit or a prior tenant's holding over of the Unit, Tenant may terminate this lease by giving written notice to Landlord before the Unit 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: This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 4B applies only if the lease renews on a month-to-month basis. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

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.

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

(TXR-2011) 07-08-22 Landlord or Landlord's Representative: _____ , _____ & Tenants: _____ , _____ , _____ , _____ Page 1 of 17

Residential Lease concerning: _____

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 Unit 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.

5. RENT:

A. Monthly Rent: The monthly rent is \$ _____. Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

☐ (1) the first day of each month during this lease.

☐ (2) _____.

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

Tenant will pay first month's rent made payable to ☐ Landlord or ☐ Listing Broker or ☐ Property Manager.

The first month's rent is due and payable not later than _____ by *(select one or more)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.

B. Prorated Rent: The prorated rent of \$ _____ is due on or before _____ by *(select one or more)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.

C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: _____

Address: _____

Notice: Place the address, Unit number and Tenant's name on all payments.

D. Method of Payment:

(1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.

(2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).

(3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*:

☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or

☐ other means acceptable to Landlord. Landlord ☐ may or ☐ may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.

(4) Landlord ☐ requires ☐ does not require Tenant(s) to pay monthly rents by one payment.

(5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

- E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

- A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the _____ day of each month at 11:59pm, Tenant will pay Landlord for each late payment:
- (1) an initial late charge equal to (*check one box only*): ☐ (a) \$ _____ ; or ☐ (b) _____ % of one month's rent; **and**
 - (2) additional late charges of \$ _____ per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

§92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.

- B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ _____ for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS:** Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, animal charges, and then to rent.

9. ANIMALS:

- A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal in the Unit (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.
- B. If Tenant violates this Paragraph 9 or any agreement to keep a animal in the Unit, Landlord may take all or any of the following action:
- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
 - (2) charge Tenant, as additional rent, an initial amount of \$ _____ and \$ _____ per day thereafter per animal for each day Tenant violates the animal restrictions;
 - (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
 - (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized animal;
 - (b) exterminate the Unit for fleas and other insects;
 - (c) clean and deodorize the Unit's carpets and drapes; and
 - (d) repair any damage to the Unit caused by the unauthorized animal.
- C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

10. SECURITY DEPOSIT:

- A. **Security Deposit:** On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ _____ by (select one or more): ☐ cashier's check ☐ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. **Interest:** 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.
- C. **Refund:** Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

- (1) §92.108, 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.
- (2) 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.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Unit and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
- (a) damages to the Unit and Property, excluding normal wear and tear, and all reasonable costs associated to repair the Unit and Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Unit;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Unit as required by this Lease;
 - (f) unpaid pet charges;
 - (g) replacing unreturned keys, garage door openers, security devices, or other components;
 - (h) the removal of unauthorized locks or fixtures installed by Tenant;
 - (i) Landlord's cost to access the Unit if made inaccessible by Tenant;
 - (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Unit on the Commencement Date);
 - (k) packing, removing, and storing abandoned property;
 - (l) removing abandoned or illegally parked vehicles;
 - (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
 - (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
 - (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
 - (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;

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- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Unit and Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

- A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Unit (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: _____

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

- B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.
- C. Tenant authorizes all utility service providers to release to Landlord information concerning connections, disconnections, and charges.

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

12. USE AND OCCUPANCY:

- A. Occupants: Tenant may use the Unit as a private residence only. The only persons Tenant may permit to reside in the Unit during the term of this lease are *(include names and ages of all occupants)*: _____

- B. Phone Numbers: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.

- C. HOA Rules: This Property ☐ is or ☐ is not a part of an HOA. _____

(Include the name of the HOA if there is one.) Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

- D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following in the Unit, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Unit to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Unit. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.

(TXR-2011) 07-08-22 Landlord or Landlord's Representative: _____, _____ & Tenants: _____, _____, _____, _____ Page 5 of 17

- E. Guests: Tenant may not permit any guest to stay in the Unit longer than the amount of time permitted by any owners' association rule or restrictive covenant or _____ consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.
- F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts). If Tenant uses any of the common areas, Tenant shall exercise reasonable care, not damage the common areas, and keep the common areas clean and sanitary.
- G. Property Rules: Landlord may adopt rules to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend the rules. Tenant agrees to comply with the rules as they may be amended. Exceptions or waivers must be authorized by Landlord in writing.

13. PARKING RULES:

A. Parking Type:

- ☐ (1) Common Parking: Tenant may park no more than _____ vehicles (cars, motorcycles, and passenger trucks) on the Property in the common parking areas located on the Property.
- ☐ (2) Assigned Parking: Tenant's assigned parking areas are identified as follows: _____

Only one vehicle may be parked in each assigned parking space. Each month, on or before the date rent is due under the Lease, Tenant will pay additional rent of \$ _____ for the assigned parking. Tenant may not assign, sublet, or trade any assigned parking space or area.

- B. Tenant may not use any parking spaces or areas on the Property for any boat, trailer, recreational vehicle, all terrain vehicle, jet ski, or any other type of personal property.
- C. Tenant's guests, patrons or invitees may park only in those areas designated by Landlord for Tenant's guests, patrons, or invitees.
- D. Landlord may, but is not obligated to, institute controlled-access systems to the parking areas, including but not limited to systems such as vehicle identification stickers, license numbers, or controlled-access devices. At the time the lease ends, Tenant must return all access devices to Landlord.
- E. In accordance with applicable state and local laws, the Landlord may tow, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule.
- F. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

- A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign in the Unit during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior and exterior photographs or images of the Unit and use the photographs or images in any advertisements to lease or sell the Unit or Property.

- B. **Access:** Before accessing the Unit, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Unit at reasonable times without notice to make repairs or to show the Unit to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Unit at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Unit's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.
- C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Unit and are denied or are not able to access the Unit because of Tenant's failure to make the Unit accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area within the Property), Landlord may charge Tenant a trip charge of \$ _____.
- D. **Keybox:** **A keybox is a locked container placed on the Unit holding a key to the Unit. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Unit, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
- (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place a keybox near the Unit containing a key to the Unit:
- (a) during the last _____ days of this lease or any renewal or extension; and
- (b) at any time Landlord lists the Unit for sale with a Texas licensed broker.
- (2) Tenant may withdraw Tenant's authorization to place a keybox near the Unit by providing written notice to Landlord and paying Landlord a fee of \$ _____ as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Unit available for showings as stated in Paragraph 14B.
- (3) If Landlord or Landlord's agents denied or are not able to access the Unit after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
- (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

- A. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.
- B. Landlord makes no express or implied warranties as to the Unit's or Property's condition. Tenant has inspected the Unit and Property and accepts the unit **AS-IS** provided that Landlord: _____
- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Unit, and deliver it to Landlord within _____ days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Unit will be deemed to be free of damages, unless otherwise

expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Unit in the same condition as when received, normal wear and tear excepted. Tenant will leave the Unit in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Unit.
- B. Definitions:
- (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
 - (2) "*Surrender*" occurs when all occupants have vacated the Unit, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
 - (3) "*Abandonment*" occurs when all of the following occur:
 - (a) all occupants have vacated the Unit, 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 the Landlord is prevented from entering the Unit by affixing it to the outside of the main entry door, stating that Landlord considers the Unit 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.
- C. Personal Property Left After Move-Out:
- (1) If Tenant leaves any personal property in the Unit of Property after surrendering or abandoning the Unit Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
 - (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Unit after surrender or abandonment.

17. UNIT AND PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
- (1) keep the Unit clean and sanitary and use the Property only in ways that are sanitary, clean and non-disruptive;
 - (2) promptly dispose of all garbage in appropriate receptacles;
 - (3) supply and change heating and air conditioning filters per manufacturer's instructions;
 - (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Unit on the Commencement Date);
 - (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
 - (6) take action to promptly eliminate any dangerous condition in the Unit;
 - (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;

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- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, except as required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers to the Unit and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (13) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "*Yard*" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "*Maintain the yard*" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.

- (3) Unless prohibited by ordinance or other law, ☐ Tenant ☐ Landlord will water the yard at reasonable and appropriate times including but not limited to the following times: _____

_____. Other than watering, the yard will be maintained as follows:

- ☐ (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- ☐ (b) Tenant, at Tenant's expense, will maintain the yard.
- ☐ (c) Tenant will maintain in effect a scheduled yard maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____.

C. Prohibitions: If Tenant installs any fixtures in the Unit, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or Unit or any of Landlord's personal property from the Unit or Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture in the Unit;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property or in the Unit such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property or in the Unit;
- (11) cause or allow any lien to be filed against any portion of the Property; or

(12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Unit.

D. **Failure to Maintain:** If Tenant fails to comply with this Paragraph 17 Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

E. **Smoking:** Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family, or occupants is ☐ permitted ☐ not permitted in the Unit or Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur in the Unit or Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
- (2) Landlord may deduct from the security deposit damages to the Unit or Property caused by smoking, including, but not limited to stains, burns, odors, and removal of debris.

18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Unit that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at _____. Ordinarily a repair to the heating and air conditioning system is not an emergency.

B. **NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. **Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections.** The Property Code presumes that 7 days is a reasonable period of time for the Landlord to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and materials). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

C. **Completion of Repairs:**

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs:

- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Unit in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Except for those conditions caused by the negligence of Landlord, Tenant will pay to repair the following conditions:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Unit;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: _____

E. Trip Charges: If a repair person is unable to access the Unit after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

F. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D, Chapter 92, Property Code requires the Unit to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Unit or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.
- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Unit in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

- 20. SMOKE ALARMS:** Subchapter F, Chapter 92, Property Code requires the Unit to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.
- 21. LIABILITY:** Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or 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, condition of the Property or Unit, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property or Unit.
- 22. HOLDOVER:** If Tenant fails to vacate the Unit at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.
- 23. RESIDENTIAL LANDLORD'S LIEN:** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Unit or on the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.
- 24. SUBORDINATION:** This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Unit or Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Unit or Property.
- 25. CASUALTY LOSS OR CONDEMNATION:** Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Unit and Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Unit or Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Unit is a casualty loss.
- 26. SPECIAL PROVISIONS:** *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
- (1) Landlord may terminate Tenant's right to occupy the Unit by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code;
 - (4) all unpaid amounts, including judgements, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
 - (5) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Unit including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Unit;
 - (c) repairs to the Unit for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Unit in breach of this lease, Landlord may deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Unit to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

- A. Special Statutory Rights: Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.
- (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease 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. Section 92.017, Property Code governs the rights and obligations of the parties under this paragraph.
 - (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Unit. Section 92.016, Property Code

governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co- occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.

- (3) Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Unit without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Unit, Tenant will pay Landlord:
- (a) if Tenant procures the assignee, subtenant, or replacement tenant:
- ☐ (i) \$ _____.
- ☐ (ii) _____ % of one month's rent that the assignee, subtenant, or replacement tenant is to pay.
- (b) if Landlord procures the assignee, subtenant, or replacement tenant:
- ☐ (i) \$ _____.
- ☐ (ii) _____ % of one month's rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

29. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

30. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

31. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- ☐ Addendum Regarding Rental Flood Disclosure
- ☐ Addendum Regarding Lead-Based Paint
- ☐ Inventory & Condition Form
- ☐ Landlord's Additional Parking Rules
- ☐ Animal Agreement
- ☐ Mold Remediation Consumer Protection
- ☐ Bed Bug Addendum

- ☐ Residential Lease Guaranty
- ☐ Landlord's Rules & Regulations
- ☐ Owners' Association Rules
- ☐ Agreement Between Brokers
- ☐ Residential Lease Application

☐ _____

☐ _____

Residential Lease concerning: _____

32. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.):*

Tenant at the Unit and a copy to:

Landlord c/o:

Fax/E-mail: _____

Fax/E-mail: _____

Fax/E-mail: _____

Fax/E-mail: _____

33. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without the assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Unit; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Unit's and Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Unit or Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.

(TXR-2011) 07-08-22 Landlord or Landlord's Representative: _____, _____ & Tenants: _____, _____, _____, _____ Page 15 of 17

Residential Lease concerning: _____

- E. Landlord is not obligated to respond to any request for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*) Tenant authorizes Landlord to disclose personal information about Tenant and Tenant's rental history for law enforcement and governmental purposes.
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Unit at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. (*Do not insert Tenant or Occupant names below.*)

Name: _____ Phone: _____
Address: _____
E-mail: _____

- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
- (1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
 - (2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.
- H. 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 under online services). For information concerning past criminal activity in certain areas, contact the local police department.
- I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- J. Landlord's broker, _____,
☐ will ☐ will not act as the property manager for landlord. If property is not managed by above-named broker, Property will be managed by ☐ Landlord or ☐ property manager for Landlord:
Name of property manager: _____ Phone: _____
Address: _____ E-mail: _____

Residential Lease concerning: _____

K. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____
Date

Tenant Date

Broker's Associate's Printed Name

Broker's Printed Name License No.

For Landlord's Use:

On _____ * (date), Landlord provided a copy of the lease, signed by all parties, to at least one Tenant by ☐ mail ☐ e-mail ☐ fax ☐ in person.

Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*



EARLY TERMINATION OF RESIDENTIAL LEASE

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CONCERNING THE RESIDENTIAL LEASE BETWEEN

(Landlord)
AND _____
(Tenant(s))

FOR THE FOLLOWING PROPERTY: _____

A. **Prior Agreement:** On or about _____, Landlord and Tenant entered into a Residential Lease ("Lease") of the above-mentioned Property.

B. **Definitions:**

- (1) "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident or abuse.
- (2) "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and the date Tenant specified as the Termination Date in this agreement has passed.

C. **Termination Date:** The parties agree to terminate the Lease at 11:59 p.m. on _____. All occupants must vacate the Property no later than this date.

D. **Tenant Obligations:** Tenant agrees to the following condition:

- (1) Tenant will pay Landlord prorated rent due through the Termination Date and otherwise comply with the Lease through the Termination Date;
- (2) Tenant agrees to surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property; and
- (3) Tenant must return all keys and other access devices that Landlord provided to Tenant under the Lease no later than the Termination Date.

E. **Security Deposit:** Upon surrender of the Property, Landlord may deduct reasonable charges from the security deposit as authorized by the Lease. Landlord will refund the balance of the security deposit, if any, along with a written description and itemized list of all deductions, if any, within (30) days after the date of surrender. Landlord is not obligated to refund the security deposit or provide a written description and itemized list of all deductions until Tenant provides Landlord with written statement of Tenant's forwarding address.

F. **Termination Fee:** Upon execution of this termination agreement, Tenant will pay Landlord a fee of \$ _____ as an early termination fee. The Termination Fee is due no later than _____. This fee may include (i) costs of reletting the Property, including, but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property; and (ii) liquidated damages for any portion of possible future lost rent.

(TXR-2012) 07-08-22 Landlord or Landlord's Representative: _____, _____ & Tenants: _____, _____, _____, _____ Page 1 of 2

Early Termination of Residential Lease concerning: _____

G. **Special Provisions:**

H. **Default:** If Tenant fails to comply with this agreement, including, but not limited to timely payment of Termination Fee, this agreement is voidable at will of Landlord. If Landlord fails to comply with this agreement, Tenant may seek any relief provided by law.

I. **Agreement of Parties:**

- (1) **Entire Agreement:** This agreement is the entire agreement of the parties and may not be changed except by written agreement.
- (2) **Binding Effect:** Tenant's obligation to pay Landlord Termination Fee is binding upon Tenant and Tenant's heirs, administrators, executors, successors, and permitted assignees.
- (3) **Joint and Several:** All Tenants are jointly and severally liable for all provisions of the agreement.
- (4) **Severable Clauses:** Should a court find any clause in this agreement unenforceable, the remainder of this agreement will not be affected and all other provisions in this agreement will remain enforceable.
- (5) **Controlling Law:** The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this agreement.

J. **Release:** Except for the promises and representation in this document, Landlord and Tenant(s) release each other from all obligations under or related to the Lease.

Landlord _____	Date _____	Tenant _____	Date _____
----------------	------------	--------------	------------

Landlord _____	Date _____	Tenant _____	Date _____
----------------	------------	--------------	------------

Or signed for Landlord under written property management agreement or power of attorney: _____		Tenant _____	Date _____
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By: _____	Date _____	Tenant _____	Date _____
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Broker's Associate's Printed Name

Broker's Printed Name _____	License No. _____
-----------------------------	-------------------

Firm Name



BED BUG ADDENDUM

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. REPRESENTATIONS:

- (1) Landlord is not aware of any evidence indicating the presence of bed bugs currently in the Property.
- (2) Tenant has inspected the Property and found no evidence indicating the presence of bed bugs in the Property.
- (3) Tenant represents: *(Check only one box.)*
 - ☐ (a) Tenant is not aware of any evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property.
 - ☐ (b) Tenant is aware of the following evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property: _____.

Tenant further represents that Tenant's and any occupant's personal property has been treated by a licensed pest control operator and that such personal property is free from bed bugs.

B. NOTICE: Tenant must immediately notify Landlord, in writing, if:

- (1) Tenant becomes aware or discovers evidence of the presence of bed bugs in the Property, including in any personal property within the Property; or
- (2) Tenant, an occupant, Tenant's family members, or a guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by (i) bed bugs; or (ii) any other condition or pest in the Property.

C. TREATMENT:

- (1) If the presence of bed bugs in the Property is confirmed, Tenant must:
 - (a) allow Landlord and Landlord's agents access to the Property at reasonable times without first attempting to contact Tenant and without notice to perform bed bug inspections or treatments;
 - (b) comply with all instructions from Landlord or Landlord's agents to clean and treat the Property;
 - (c) remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property; and
 - (d) pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property as a result of the presence of bed bugs in the Property, if caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant.
- (2) All decisions regarding the selection of the licensed pest control operator and method of treatment will be at Landlord's sole discretion.

D. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant for any damages, injuries, or losses to person or property caused by the presence of bed bugs in the Property. Tenant will protect, defend, indemnify, and hold Landlord and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant in connection with the presence of bed bugs in the Property.

E. DEFAULT: If Tenant fails to comply with this addendum, in addition to exercising Landlord's remedies under Paragraph 27 of the above-referenced lease, Tenant must immediately reimburse Landlord the amounts under this addendum for which Tenant is responsible.

(TXR-2013) 07-08-22 Landlord or Landlord's Representative: _____, _____ & Tenants: _____, _____, _____, _____

Page 1 of 2

Bed Bug Addendum concerning: _____

F. RESOURCES FOR MORE INFORMATION: For more information about bed bugs, Tenant may visit one of the websites listed below.

Texas Department of Health and Human Services: <https://www.dshs.texas.gov/phs/bedbugs.aspx>

United States Environmental Protection Agency: <https://www.epa.gov/bedbugs>

Texas A&M Agrilife Extension: <https://citybugs.tamu.edu/factsheets/biting-stinging/bed-bugs/>

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: _____

Firm Name: _____



RESIDENTIAL LEASE AMENDMENT

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT:

Between _____

(Landlord)

And _____

(Tenant(s))

Effective _____, the above-referenced lease is amended as follows. (Check all applicable boxes.)

☐ A. Rent: The amount of monthly rent in Paragraph 5A is changed to \$ _____.

☐ B. Security Deposit: The amount of the security deposit in Paragraph 10A is changed to \$ _____.

☐ C. Occupants: The occupants listed in Paragraph 12A are amended as follows:

add: _____

remove: _____

Note: Only for use when changing occupants. For tenant changes, use TXR 2211.

☐ D. Parking Rules: The number of vehicles identified in Paragraph 13 is changed to _____ vehicles.

☐ E. Notices: The contact information provided in Paragraph 32 is changed to (select one or both):

☐ Landlord c/o: _____

E-mail/Fax: _____

E-mail/Fax: _____

☐ Tenant at the Property and a copy to: _____

E-mail/Fax: _____

E-mail/Fax: _____

-Page intentionally left blank-

Residential Lease Amendment _____

☐ F. Other: Paragraph(s) _____ are amended as follows:

☐ G. Tenants will pay \$ _____ as consideration for this amendment.

Landlord Date

Landlord Date

**Or signed for Landlord under written property management
agreement or power of attorney:**

By: _____

Printed Name: _____

Firm Name: _____

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant's Phone & E-Mail:

Home Work Mobile

E-Mail: _____



ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

NOTICE: For use with a Residential Lease, including a Temporary Residential Lease

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

THIS ADDENDUM IS A DISCLOSURE OF LANDLORDS' KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.

A. 100-YEAR FLOODPLAIN.

Landlord ☐ is or ☐ is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD.

Landlord ☐ is or ☐ is not aware that the dwelling you are renting has flooded at least once within the last five years.

**For purposes of this notice:*

"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that a dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.

"Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.

The undersigned Tenant acknowledges receipt of the foregoing notice.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Tenant Date

Tenant Date



TENANT AND OCCUPANT INFORMATION

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____

A. Please list the Tenants from the above-referenced lease:

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) _____
Date of Birth _____ Social Security/TIN _____

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) _____
Date of Birth _____ Social Security/TIN _____

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) _____
Date of Birth _____ Social Security/TIN _____

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) _____
Date of Birth _____ Social Security/TIN _____

B. Please list any other Occupants who are not Tenants from the above-referenced lease:

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) Date of Birth _____

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) Date of Birth _____

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) Date of Birth _____

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) Date of Birth _____

Name (*full legal name*) _____
E-mail _____ Phone _____
Driver License/ID No. _____ in _____ (state) Date of Birth _____

Residential Lease concerning: _____

C. Please list the named representatives who may represent the Tenants in the event of death under Paragraph 34F of the above-referenced lease (note: do not list the tenant or other occupant in this section):

Name (first, middle, last) _____	
Address: _____	
Date of Birth _____	Relationship: _____
E-mail _____	Phone _____
Alternate Phone _____	Driver License/ID No. _____ in _____ (state)

D. Please list any animal(s) on the Property and provide the following information:

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current ☐ yes ☐ no Assistance animal? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current ☐ yes ☐ no Assistance animal? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current ☐ yes ☐ no Assistance animal? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current ☐ yes ☐ no Assistance animal? ☐ yes ☐ no

E. Emergency Contact: (Do not insert the name of an occupant or tenant.)

Name and Relationship: _____	
Address: _____	
City: _____	State: _____ Zip Code: _____
Phone: _____	E-mail: _____

F. Privacy Policy: Landlord's agent or property manager maintains a privacy policy that is available upon request.

Note: This form is informational only and does not amend the lease.

Tenant Date

Tenant Date

Tenant Date

Tenant Date



RESIDENTIAL LEASE SIGHT UNSEEN ADDENDUM

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. VIEWING OF PROPERTY: Tenant viewed the Property in the following manner: *(Check all the boxes that apply.)*

- ☐ Tenant viewed the Property online through pictures, videos, or a 3-Dimensional tour;
☐ Tenant's representative viewed the Property on the Tenant's behalf;
☐ Tenant's representative performed a virtual showing of the Property through video-conferencing system, including but not limited to, FaceTime, Zoom, WhatsApp, etc.;
☐ Tenant has not viewed the Property through any method; or
☐ Other: _____

B. SIGHT UNSEEN NOTICE: Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.

The undersigned Tenant acknowledges receipt of the foregoing notice.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: _____

Firm Name: _____



ADDENDUM REGARDING FEE IN LIEU OF A SECURITY DEPOSIT

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. FEE IN LIEU OF A SECURITY DEPOSIT. Tenant will pay Landlord a recurring fee of \$ _____, payable at the time each rent payment is due during the Lease. **[Notice: This paragraph will supersede paragraph 10 of the Lease.]**

B. NOTICES.

- (1) Tenant may instead pay a security deposit of \$ _____, calculated at the signing of the Lease.
- (2) The fee in lieu of a security deposit is not refundable.
- (3) The fee in lieu of a security deposit is being paid only to secure occupancy without a requirement of paying a security deposit.
- (4) Tenant's payment of the fee in lieu of a security deposit does not eliminate, release, or otherwise limit the Tenant's responsibilities under the lease.
- (5) The fee in lieu of a security deposit is not paying for insurance that covers the Tenant or otherwise changes the Tenant's obligation to pay rent and damages beyond normal wear and tear.
- (6) During any point of the Lease term, Tenant may withdraw their agreement to pay the fee in lieu of a security deposit and instead Tenant will be charged a security deposit in the amount that is otherwise offered to new tenants for substantially similar housing on the date the Tenant chooses to pay the security deposit.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: _____

Firm Name: _____



NOTICE TO VACATE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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To: _____ (Tenant(s))
From: _____ (Landlord)
Re: Lease concerning the Property at _____

A. Tenant failed to comply with the above-referenced lease due to the following reason(s):

- ☐ (1) Nonpayment of rent.
- ☐ (2) Other: _____.

B. Landlord terminates Tenant's right to occupy the Property:

- ☐ (1) effective _____ days after the date this notice is delivered to the Property by certified mail, return receipt requested or regular mail.
- ☐ (2) effective _____.*
- *Note: Do not insert a date earlier than 1 day after the date the notice is: (1) delivered to a person who is at least 16 years old and resides in the Property; or (2) affixed to the inside of the main entry door.*

C. Landlord demands that Tenant vacate the Property not later than the date stated in Paragraph B.

D. Landlord is entitled to pursue all available remedies for Tenant's breach.

Landlord _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney:

By: _____

Printed Name: _____

Firm Name: _____

Means of Delivery

- ☐ Certified Mail, Return Receipt Requested No. _____
- ☐ Affixed to inside of main entry door on _____ by _____ on _____
- ☐ Hand delivered to _____ on _____ by _____.
- ☐ Regular Mail
- ☐ **Alternative Delivery (specify) _____

***Per Texas Property Code §24.005, Landlord may affix this notice to the outside of the main entry door or pursue other stated means if alternative means of delivery are necessary.*



LEASE AMENDMENT CONCERNING TENANT CHANGE

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____

Effective _____, the above-referenced lease is amended as follows.

A. Paragraph 1 of the lease is changed to read as follows.

1. **PARTIES:** The parties to this lease are:

the owner of the Property, Landlord: _____; and

Tenant(s): _____

(name all Tenants who will remain in the Property).

B. The amount of the security deposit in Paragraph 10A of the lease, exclusive of any additional deposit(s) tendered, is changed to \$ _____.

C. Any person who was previously named as a tenant and is not named as a tenant under this amendment (Previous Tenant) ☐ is ☐ is not released from further liability under the lease.

D. All Tenants identified above (Remaining Tenants) accept the Property in its present condition and are obliged to surrender the Property in the same condition as it was received upon execution of the original lease, normal wear and tear excepted. All Remaining Tenants accept all obligations under the existing lease.

E. Any refund of the security deposit will be paid in one check made payable jointly to all Remaining Tenants. Any Previous Tenant releases any and all interest or claim to a return of the security deposit. Any deductions to the security deposit will be made without regard to which Tenant may have caused the damage.

F. Not later than _____, any Previous Tenant will turn over all keys and other access devices to the ☐ Remaining Tenants ☐ Landlord ☐ _____.

G. Remaining Tenants shall pay Landlord \$ _____ as consideration for this amendment.

H. Special Provisions:

Special Provisions continued:

All Previous and Remaining Tenants should sign this document.

Landlord Date

☐ Previous ☐ Remaining Tenant _____
Date

Landlord Date

☐ Previous ☐ Remaining Tenant _____
Date

Or signed for Landlord under written property management
agreement or power of attorney:

☐ Previous ☐ Remaining Tenant _____
Date

By: _____
Date

☐ Previous ☐ Remaining Tenant _____
Date

Printed Name: _____

☐ Previous ☐ Remaining Tenant _____
Date

Firm Name: _____

☐ Previous ☐ Remaining Tenant _____
Date

**Landlord may require the new tenant(s) to submit a Residential Lease Application before Landlord
signs this amendment.**



ADVERSE ACTION NOTICE AND CREDIT SCORE DISCLOSURE

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To: _____ (Applicant)

From: _____ (Landlord)

Date: _____

Re: Application for Lease concerning the Property at _____

Landlord has taken the following adverse action (*description of action taken*):

for the following reason(s) (*select one or more*):

- ☐ (1) You failed to meet the rental criteria for this Property. This adverse action is not based upon your consumer report or credit score.
- ☐ (2) This adverse action is based in whole or in part on the information contained in your consumer report.

Landlord obtained your consumer report from the following Consumer Reporting Agency: _____

whose mailing address is _____
_____ and toll-free telephone number is: _____.

You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the Consumer Reporting Agency.

The Consumer Reporting Agency did not make the decision to deny the application and cannot give you specific reasons for the adverse action.

You may dispute the accuracy or completeness of any information the Consumer Reporting Agency furnished. You may also request a free copy of the report from the Consumer Reporting Agency within 60 days.

Adverse Action Notice concerning: _____

(Complete the following information only if the consumer report contained the Applicant's credit score):

Information about Your Credit Score:

Your credit score: _____

Date on which the credit score was created: _____

Scores range from a low of _____ to a high of _____

Key factors that adversely affected your credit score: _____

Landlord Date

Or signed for Landlord under written property management
agreement or power of attorney:

By: _____
Date

Broker's Associate's Printed Name

Broker's Printed Name License No.

Firm Name



AGREEMENT TO PAY PAST DUE AMOUNTS UNDER LEASE

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CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT _____

A. Tenant has failed to timely pay the following itemized amounts under the above-referenced Lease: _____

The total amount that is past due, as of _____, is \$ _____ (Past Due Amount).

B. Tenant agrees to pay, at the place where rents are due under the Lease, the Past Due Amount as follows:

\$ _____ on or before _____ ;
\$ _____ on or before _____ ;
\$ _____ on or before _____ ; and
\$ _____ on or before _____ .

C. In addition to the payments under Paragraph B, Tenant shall timely pay all other amounts under the Lease and comply with all other provisions of the Lease.

D. Tenant may continue to reside in the Property provided Tenant strictly complies with this agreement and the Lease. If Landlord has commenced an eviction proceeding or will file an eviction proceeding, Landlord and Tenant will agree to the entry of eviction judgment against Tenant and, as long as Tenant is not in breach of this agreement or otherwise in breach of the Lease, Landlord:

- (1) will NOT request a writ of possession; and
- (2) will move to release or dismiss any eviction judgment against Tenant at the time Tenant has timely paid the Past Due Amount in full.

E. Landlord's acceptance of this agreement does not amend the Lease or waive any of Landlord's rights to enforce the Lease against Tenant. If Tenant fails to strictly comply with this agreement, Tenant shall be in default of this agreement and the Lease and:

- (1) Landlord shall not be required to provide Tenant a subsequent notice to vacate if Landlord has previously provided such a notice to Tenant; and
- (2) Landlord shall be entitled to exercise all remedies under the Lease.

F. Time is of the essence for the payment of the amounts under Paragraph B and C; strict compliance with the time by which the amounts are due is required.

Landlord _____ Date _____

Tenant _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney:

Tenant _____ Date _____

By: _____ Date _____

Tenant _____ Date _____

Printed Name: _____

Firm Name: _____

Tenant _____ Date _____



REQUEST FOR RENTAL HISTORY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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To: _____ (Landlord)

From: _____

Re: Lease Applicant: _____

The above-referenced Lease Applicant has made application to lease a property from the undersigned prospective landlord. The Lease Applicant reported that he or she previously leased the following property from you: _____ from _____ to _____. Enclosed is an authorization to release a rental history. Please provide the following information:

- (1) Provided the Lease Applicant is still residing at the property named above, did the Lease Applicant provide proper written notice of non-renewal as required by lease? ☐ Yes ☐ No.
- (2) Beginning date of lease _____ Ending date _____ Monthly Rent \$ _____
- (3) Did the Lease Applicant timely pay rent? ☐ Yes ☐ No. If no, how many times? _____
Dates late rent received: _____
- (4) Were any of Lease Applicant's payments returned as insufficient payments? ☐ Yes ☐ No. If yes, number of times? _____
- (5) Did the Lease Applicant owe you money when he or she left? ☐ Yes ☐ No. If yes, how much? \$ _____
- (6) Did the Lease Applicant cause any damage to the property? ☐ Yes ☐ No. If yes, explain in (12).
- (7) Did the Lease Applicant have animals? ☐ Yes ☐ No. If yes, were the animals authorized? ☐ Yes ☐ No.
- (8) Did the Lease Applicant violate the lease? ☐ Yes ☐ No.
- (9) To your knowledge, did the Lease Applicant or anyone living with the Lease Applicant have a criminal record? ☐ Yes ☐ No. If yes, explain in (12).
- (10) Would you lease the property to the Lease Applicant again? ☐ Yes ☐ No. If no, explain in (12).
- (11) Was the lease terminated early for any reason? ☐ Yes ☐ No. If yes, explain in (12).
- (12) Other relevant information: _____

Name of person completing this form: _____ Date _____

Please return this form **as soon as possible** to:

_____ (☐ Property Manager ☐ Landlord)
_____ (phone) _____ (fax)
_____ (e-mail)

Enclosure: Page 4 of TXR No. 2003

(TXR-2214) 07-08-22

Page 1 of 1



REPORT OF INCIDENT OCCURRING ON PROPERTY

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Re: Property at _____

On _____ (date) at _____ (time) the following incident occurred on the Property
(describe incident such as crime, death, personal injury): _____

The following officials were called to the Property: ☐ Police ☐ Fire Department ☐ EMS ☐ _____

If called, they were called by _____

A report from the official(s) called to the Property may be obtained from _____

The attending official's name is _____

The following persons were injured _____
and were taken to _____ for medical
treatment. It was reported by _____ that
their injuries consisted of _____

The Property sustained the following damage: _____

The names, addresses, and phone numbers or witnesses are: _____

The following action was taken: _____

Attached are the following: ☐ Police reports ☐ Photographs ☐ Witness statements ☐ Repair estimates
☐ Other: _____

Completed by: _____

Date



ITEMIZATION OF SECURITY DEPOSIT

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To: _____ (Tenant(s))

(Forwarding Address)

Re: Lease concerning the Property at _____

Move-Out Date: _____

**Total amount of Security Deposit tendered by Tenant, including
any additional deposits tendered:** \$ _____

The following deductions were made to the security deposit.

- (1) Damages to the Property, beyond wear and tear (*describe*): _____

_____ \$ _____
- (2) Costs for which Tenant is responsible to ☐ clean, ☐ deodorize,
☐ exterminate, or ☐ maintain the Property: \$ _____
- (3) Unpaid or accelerated rent for the following period(s): _____
_____ \$ _____
- (4) Unpaid late charges for the following month(s): _____
_____ \$ _____
- (5) Costs of reletting (as defined in Paragraph 27 of lease), if Tenant is in
default: \$ _____
- (6) Unpaid utilities (*describe*): _____
_____ \$ _____
- (7) Unpaid animal charges (*describe*): _____
_____ \$ _____
- (8) Costs to replace unreturned ☐ keys, ☐ garage door openers, ☐ security
devices, ☐ other components: _____
_____ \$ _____

Itemization of Security Deposit _____

- (9) Cost to remove unauthorized locks or fixtures installed by Tenant (*describe*):
_____ \$ _____
- (10) Landlord's cost to access the Property because Property was made inaccessible by Tenant: _____ \$ _____
- (11) Cost to replace missing or burned-out light bulbs and fluorescent tubes in the following rooms: _____
_____ \$ _____
- (12) Cost to pack, remove, and store the following abandoned property: _____
_____ \$ _____
- (13) Cost to remove the following abandoned or illegally parked vehicles: _____
_____ \$ _____
- (14) Attorney's fees, costs of court, costs of service, and other costs incurred in a legal proceeding against Tenant (*describe proceeding*):
_____ \$ _____
- (15) Mailing costs associated with sending notices to Tenant for the following violations of the lease: _____
_____ \$ _____
- (16) Costs to restore walls, flooring, landscaping, or any alteration to Property not approved in writing by Landlord (*describe*): _____
_____ \$ _____
- (17) Damages to the Property caused by smoking (*describe*): _____
_____ \$ _____
- (18) Costs to rekey security devices (as provided in Paragraph 19): _____ \$ _____
- (19) Other: _____

_____ \$ _____

Itemization of Security Deposit _____

Balance of Security Deposit after Deductions

\$ _____

Amount Tendered or Owed:

- ☐ A. Enclosed is a check in the amount of \$ _____ which represents the balance of the security deposit you tendered under the above-referenced lease.
- ☐ B. The deductions exceed the security deposit tendered. Landlord hereby demands payment of the excess. In accordance with Paragraph 10 of the lease, Tenant must pay the excess within 10 days after Tenant receives this notice to the following address: _____

Failure to pay the excess may expose Tenant to additional costs and liability such as collection costs, court costs, and attorney's fees.

Landlord

Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____
Date

Printed Name: _____

Firm Name: _____

Means of Delivery

- ☐ Regular US Mail ☐ Certified Mail, Return Receipt Requested No. _____
- ☐ Hand delivered to _____ on _____
by _____
- ☐ Other: _____



NOTICE OF LANDLORD'S INTENT NOT TO RENEW

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To: _____ (Tenant(s))
From: _____ (Landlord)
Re: Lease concerning the Property at _____

The above-referenced lease ends on _____ (date). Landlord does not intend to renew or extend the lease. Please vacate the property on or before this date, return all keys to the undersigned, and provide written notice of your forwarding address.

Landlord _____ Date _____

Or signed for Landlord under written property management agreement
or power of attorney:

By: _____ Date _____

Printed Name: _____

Firm Name: _____

Means of Delivery

- ☐ Certified Mail, Return Receipt Requested No. _____
- ☐ Hand delivered to _____ on _____
- By _____
- ☐ Other: _____



NOTICE OF TENANT'S INTENT TO VACATE

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To: _____ (Landlord)

From: _____ (Tenant)

Re: Lease concerning the Property at _____

☐ **A. Tenant's Notice of Intent to Vacate:** The above-referenced lease ends on _____ (date).
Tenant will vacate the property on _____ (Move-out Date).

☐ **B. Tenant's Notice of Intent to Terminate Early Under Paragraph 28 of the Lease:** Tenant is exercising Tenant's rights under the following subparagraph of Paragraph 28: ☐ Military Transfer/Deployment; ☐ Family Violence; ☐ Sexual Offenses or Stalking; or ☐ Assignment and Subletting. Tenant has attached all necessary notices and documentation required under the applicable subparagraph.

MOVE-OUT REMINDERS

1. Return all keys, garage door openers, mailbox keys, and other access devices to the Landlord by the Move-out Date.
2. Provide written notice of Tenant's forwarding address. If known at this time, please provide below.

Street _____ City _____ State _____ Zip _____

3. Leave the Property in a clean condition, free of all trash, debris, and any personal property.
4. If Tenant's Move-out Date changes, Tenant must notify Landlord immediately and obtain Landlord's approval.
5. Tenant must comply with any other Landlord Move-out requirements.
6. If Tenant fails to vacate by the Move-out Date, Tenant will be liable for any holdover rent as specified in Paragraph 22 of the Lease.
7. Landlord's right to place a sign on the Property, show the Property, or place a keybox on the Property applies pursuant to Paragraph 14 of the Lease.

Tenant acknowledges that Tenant remains obligated under the Lease until the Lease is terminated.

Tenant _____ Date _____

Landlord's Acknowledgment of Receipt

Landlord acknowledges receipt of this notice.

Signature _____ Date _____



REQUEST FOR EMPLOYMENT VERIFICATION

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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To: _____ (Employer) Date: _____

Fax Number: _____ Phone Number: _____

From: _____

Re: Lease Applicant: _____

The above-referenced Lease Applicant has made application to lease a property from the undersigned prospective Landlord. The Lease Applicant reported that he is employed with your company. Enclosed is an authorization to release employment information. Please provide the following:

- (1) Beginning date of employment _____
- (2) Monthly Gross Income \$ _____
- (3) Position currently held _____
- (4) Other relevant information: _____

Title of Person Completing Form _____

Signature _____

Printed Name _____

Date _____

Please return this form **as soon as possible** to:

_____ (☐ Property Manager ☐ Landlord)

_____ (phone) _____ (fax)

_____ (e-mail)

Enclosure: Page 4 of TXR No. 2003 *Authorization to Release Information Related to a Residential Lease Applicant*



OWNER'S AUTHORIZATION CONCERNING UNESCORTED ACCESS TO PROPERTY

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CONCERNING THE AGREEMENT (Check one box only):

- ☐ Residential Real Estate Listing Agreement, Exclusive Right to Lease (TXR 1102)
☐ Commercial Real Estate Listing Agreement, Exclusive Right to Lease (TXR 1302)
☐ Residential Leasing and Property Management Agreement (TXR 2201)
☐ Commercial Property Management Agreement (TXR 2202)

BETWEEN THE UNDERSIGNED PARTIES FOR THE FOLLOWING PROPERTY: _____

A. In addition to the authority granted to Broker by Owner in the above-referenced Agreement and provided that the above-referenced Property is vacant and no personal property remains, except personal property that will remain with the Property or convey to a tenant upon execution of a lease, Broker is authorized to employ the following method to control access and verify identity of a prospective tenant in the showing of the Property: _____

Notice: Broker should determine whether Broker's local Multiple Listing Service (MLS) rules permit the sharing of keybox codes with prospective tenants.

- B. As a result of the method employed by Broker, Owner is aware that unescorted access by a prospective tenant viewing the Property may occur and Owner consents to such unescorted access.
- C. Owner agrees Owner is responsible and liable for any damage, injury, or loss that results from any unescorted access, as specified in Paragraph B, except that which arises from Broker's own negligence, and Owner agrees to protect, defend, indemnify, and hold Broker and Broker's agents harmless from any such damage, injury, or loss, including costs, attorney's fees, and expenses.

Broker cannot give legal advice. READ THIS DOCUMENT CAREFULLY. If you do not understand the effect of this document, consult an attorney BEFORE signing.

Broker's Printed Name _____ License No. _____ Owner's Printed Name _____

☐ Broker's Signature _____ Date _____ Owner's Signature _____ Date _____
☐ Broker's Associate's Signature, as an authorized agent of Broker

Broker's Associate's Printed Name, if applicable _____ Owner's Printed Name _____

Owner's Signature _____ Date _____



RESPONSE TO REQUEST FOR ASSISTANCE ANIMAL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

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To: _____ (Applicant/Tenant)

From: _____ (Landlord)

Concerning the Property at _____

A. Landlord imposes the following conditions or restrictions on animals on the Property: *(Check all that apply.)*

☐ Landlord prohibits all animals on the Property.

☐ Landlord allows only the following animals on the Property: _____

☐ Landlord restricts the breed, size, and/or weight of animals on the Property. Describe the restriction: _____

☐ Landlord charges an animal deposit or animal fee.

☐ Other: _____

B. You have requested Landlord modify or provide an exception to the above restriction(s) for the assistance animal described below.

C. If either your disability or the disability-related need for the assistance animal is not readily apparent or known to Landlord, Landlord may request you submit reliable documentation of your disability or disability-related need for the assistance animal.

D. Landlord will evaluate your request in accordance with fair housing laws and will respond promptly.

This form was provided by:

Landlord Date

Or signed for Landlord under written property
management agreement or power of attorney

By: _____
Date

Description of assistance animal

Applicant/Tenant: Please complete the following information, then sign and return to Landlord.

Name: _____

Type: _____ Breed: _____

Color: _____ Weight: _____ Age (in years): _____ Gender: _____

Neutered/Spayed: ☐ Yes ☐ No Declawed: ☐ Yes ☐ No

Rabies Shot Current: ☐ Yes ☐ No Bite History: ☐ Yes ☐ No

By signing below, I acknowledge that I received, read, and understand this information.

Applicant/Tenant Date



RESIDENTIAL TENANT ESTOPPEL CERTIFICATE

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A. This estoppel certificate concerns the lease described below:

Landlord: _____

Tenant: _____

Leased Premises: _____

Commencement Date of Lease: _____

B. Tenant certifies that:

- (1) as of the date Tenant signs this certificate, neither Landlord nor Tenant is in default of the lease;
- (2) the base monthly rent to be paid through the end of the lease is as follows: _____;
- (3) the current additional charges payable by Tenant are: _____;
- (4) the next rent payment is due _____;
- (5) Tenant has not paid Landlord any rent more than 30 days in advance except: _____;
- (6) Tenant deposited \$_____ with Landlord as a security deposit under the lease;
- (7) as of the date Tenant signs this certificate, Tenant has no claim of offset against rent except for: _____;
- (8) the current term of the lease expires on _____;
- (9) Tenant has the option to renew the lease or expand the leased premises as follows: _____;
- (10) Tenant has a right of first refusal or option to purchase as follows: _____;
- (11) Tenant has accepted the leased premises, is in possession of the leased premises, and all improvements to the leased premises have been made;
- (12) Tenant has no ownership interest in the property in which the leased premises are located;
- (13) Tenant non-realty items include: _____; and
- (14) _____

Tenant understands that this certificate will be delivered to _____
_____ and that this party(ies) is relying on the representations in this certificate.

Tenant (Signature) Date

(TXR-2228) 07-08-22



NOTICE OF TERMINATION DUE TO CASUALTY LOSS

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To: _____

From: _____

Re: Lease concerning the Property at _____

A. TERMINATION: Due to significant damage as a result of a recent natural disaster or catastrophe that has rendered the Property unusable for residential purposes, the ☐ Tenant or ☐ Landlord hereby provides notice of termination of the Lease under Section 92.054 of the Texas Property Code.

B. LEASE TERMINATION DATE: The notice of termination due to casualty loss is effective when sent and Tenant shall vacate the property 7 days after receipt of the notice. If Tenant does not vacate the Property within 7 days, Landlord may remove Tenant's personal property and dispose of them in order to begin repairs.

MOVE-OUT REMINDERS

1. Return all keys, garage door openers, mailbox keys, and other access devices to the Landlord by the Move-out Date.
2. Provide written notice of Tenant's forwarding address. If known at this time, please provide below.

Street	City	State	Zip
--------	------	-------	-----

3. Leave the Property free of all trash and any personal property, as reasonable.
4. Tenant must comply with any other Landlord Move-out requirements.
5. If Tenant fails to vacate by the Move-out Date, Tenant will be liable for any holdover rent as specified in Paragraph 22 of the Lease.

Landlord _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

Tenant _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney:

Tenant _____ Date _____

By: _____

Tenant _____ Date _____

Printed Name: _____

Firm Name: _____



NOTICE OF LATE RENT BREACH OF LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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To: _____ (Tenant(s))

Re: Lease concerning the Property at _____

A. Late Notice:

(1) Late Rent: You are in breach of the above-referenced lease because:

☐ (a) you failed to timely pay rent as required by the lease. You failed to pay rent for the following period(s): _____

_____.

☐ (b) your rent for the month of _____ was paid late. It was received on _____.

☐ (c) your payment dated _____ in the amount of \$ _____ was returned unpaid by the institution on which it was drawn.

(2) Opportunity to Cure:

(a) You may cure your breach of the lease by paying \$ _____, which is the total amount past due as of the date of this notice, inclusive of unpaid rent and other charges. For each day after the date of this notice you must pay an additional late charge of \$ _____ per day. You must remit payment not later than _____ to the person and place your lease requires. You must pay the amount only by the following means: ☐ check; ☐ cashier's check; ☐ money order; ☐ _____.

(b) When you make any future payments under the lease you may pay the amounts only by the following means: ☐ check; ☐ cashier's check; ☐ money order; ☐ _____. *(Under Paragraph 5D(5) of the Lease, Landlord may require payment by certified funds if Tenant fails to timely pay rent.)*

B. Application of Rent Payment to Non-Rent Obligations: In accordance with Paragraph 8 of the Lease, Landlord has applied your payment dated _____ to the following unpaid items: _____
_____.

Therefore, there is an unpaid balance of your rent in the amount of \$ _____. Please pay this amount not later than _____.

C. Wrongful Withholding of Rent Payment: You wrongfully withheld a portion of your rent payment that was due _____. You are not permitted under the lease to withhold rent. You may cure this breach of the lease by paying \$ _____, which is the total amount past due as of the date of this notice, inclusive of unpaid rent and other charges. For each day after the date of this notice you must pay an additional late charge of \$ _____ per day.

Failure to Comply: Landlord is entitled to pursue all available remedies under the lease if you fail to comply with this notice. Remedies available to the Landlord include, but are not limited to, termination of your right to occupy the Property (in which case a separate notice will be provided) and recovery of any damages, attorney's fees, court costs, and other expenses resulting from the breach. ***If the Landlord exercises their right to terminate Tenant's right to occupy the Property, a separate notice will be provided to you.***

NOTICE: Under Section 32.41 of the Penal Code, issuance of a bad check is a criminal offense which could result in a warrant for your arrest. Under Section 92.052 of the Property Code, Landlord is not required to make repairs to the Property while you are delinquent in the payment of rent.

Landlord Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____
Date

Printed Name: _____

Firm Name: _____

Means of Delivery	
<input type="checkbox"/> Regular US Mail	<input type="checkbox"/> Certified Mail, Return Receipt Requested No. _____
<input type="checkbox"/> Fax _____	<input type="checkbox"/> E-Mail _____
<input type="checkbox"/> Hand delivered to _____	on _____
by _____	
<input type="checkbox"/> Other: _____	



NOTICE OF NON-RENT BREACH OF LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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To: _____ (Tenant(s))

Re: Lease concerning the Property at _____

A. Non-Rent Breach:

(1) You have failed to comply with Paragraph _____ of the lease because _____

_____.

(2) You may cure your breach of the lease by providing written notice to the undersigned not later than _____ that you have taken the following corrective action: _____

_____.

Failure to Comply: Landlord is entitled to pursue all available remedies under the lease if you fail to comply with this notice. Remedies available to the Landlord include, but are not limited to, termination of your right to occupy the Property (in which case a separate notice will be provided) and recovery of any damages, attorney's fees, court costs, and other expenses resulting from the breach. ***If the Landlord exercises their right to terminate Tenant's right to occupy the Property, a separate notice will be provided to you.***

Landlord Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____
Date

Printed Name: _____

Firm Name: _____

Means of Delivery

☐ Regular US Mail ☐ Certified Mail, Return Receipt Requested No. _____
☐ Fax _____ ☐ E-Mail _____
☐ Hand delivered to _____ on _____
by _____
☐ Other: _____