



### Condominium/Townhome Lease Contract

Date of Lease Contract: June 10, 2009  
(when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

#### Moving In -- General Information

1. **PARTIES.** This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract): \_\_\_\_\_

\_\_\_\_\_ and us, the owner:

You've agreed to rent the following dwelling: Unit \_\_\_\_\_ of the \_\_\_\_\_

(name of condominium or townhome community) located at \_\_\_\_\_

(street address) in \_\_\_\_\_ (city), Texas, \_\_\_\_\_ (zip code) for use as a private residence only.

Your Lease Contract includes the following assigned parking space(s) (if any): \_\_\_\_\_

The terms "you" and "your" refer to all residents listed above, and a person authorized to act in the event of a sole resident's death. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. See paragraph 33 for a definition of other terms. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor must be executed.

2. **OCCUPANTS.** The dwelling will be occupied only by you and (list all other occupants not signing the Lease Contract): \_\_\_\_\_

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than \_\_\_\_\_ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at midnight the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year). This Lease Contract will automatically renew month-to-month unless either party gives at least \_\_\_\_\_ days written notice of termination or intent to move out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. **SECURITY DEPOSIT.** The total security deposit for all residents is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed. This amount [check one]:  does or  does not include an animal deposit. Any animal deposit will be stated in an animal addendum. See paragraphs 41 and 42 for security deposit return information.

5. **KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT.** You will be provided \_\_\_\_\_ dwelling key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other access devices for \_\_\_\_\_. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the dwelling, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your dwelling will be [check one]:  furnished or  unfurnished.

6. **RENT AND CHARGES.** You will pay \$ \_\_\_\_\_ per month for rent, in advance and without demand at \_\_\_\_\_ and payable to  owner or  \_\_\_\_\_ Prorated rent of \$ \_\_\_\_\_ is due for the remainder of [check one]:  1st month or  2nd month, on \_\_\_\_\_, \_\_\_\_\_ (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the \_\_\_\_\_ day of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$ \_\_\_\_\_ plus a late charge of \$ \_\_\_\_\_ per day after that date until paid in

full. We will not impose late charges until at least the third day of the month. You'll also pay a charge of \$ \_\_\_\_\_ for each returned check, plus initial and daily late charges until we receive acceptable payment. Daily late charges will not exceed 15 days for any single month's rent. If you don't pay rent on time, you'll be in default and all remedies under state law and this Lease Contract will be authorized. If you violate the animal restrictions of paragraph 27 or other animal rules, you'll pay an initial charge of \$ \_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your dwelling until it is finally removed. We'll also have all other remedies for such violation.

7. **UTILITIES.** We'll pay for the following items, if checked:  gas  water  wastewater  electricity  trash  cable TV  master antenna  Internet service  other utilities \_\_\_\_\_

You'll pay for all other utilities, except for any utility the Association pays for all units. You'll pay for all related deposits, and any charges or fees on such utilities during your Lease Contract term. You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason, including disconnection for not paying your bills, until the Lease Contract term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules. If a utility is individually metered, it must be connected in your name and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the dwelling, you'll be liable for a \$ \_\_\_\_\_ charge (not to exceed \$50), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition and your dwelling is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

8. **INSURANCE.** Our insurance does not cover the loss of or damage to your personal property. You are [check one]:  required to buy and maintain renter's or liability insurance (see attached addendum), or  not required to buy renter's or liability insurance.

If neither is checked, insurance is not required but is still strongly recommended. If not required, we urge you to get your own insurance for losses due to theft, fire, water damage, pipe leaks and other similar occurrences.

9. **SECURITY DEVICES. What We Must Provide.** Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorviewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt on one entry door. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.

**What You Are Now Requesting.** Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense: \_\_\_\_\_

If no item is filled in, then you are requesting none at this time.

**Payment.** We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

#### Special Provisions and "What If" Clauses

10. **SPECIAL PROVISIONS.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. **UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to move in, or fail to give written move-out notice as required in paragraphs 23 or 37; or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

**Not a Release.** The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain--particularly those relating to make ready, inconvenience, paperwork, advertising, showing the dwelling, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us or the Association for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the dwelling unit, common areas, limited common areas, or common facilities due to a violation of the Lease Contract or rules, improper use; negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacements and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling. We or the Association may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN DWELLING.** All property in the dwelling is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent. For this purpose, "dwelling" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After We Exercise Lien for Rent.** If your rent is delinquent, our representative may peacefully enter the dwelling and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the dwelling in a conspicuous place--plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice also must state that the property will be promptly returned when the delinquent rent is fully paid. All property in the dwelling is presumed to be yours unless proven otherwise.

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove or store all property remaining in the dwelling or in any common areas or facilities (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling (see definitions in paragraph 42).

**Storage.** We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the dwelling. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Property Code Section 54.042 is limited to charges for packing, removing, and storing.

**Redemption.** If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the dwelling

(at our option). We may require payment by cash, money order, or certified check.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the dwelling after surrender or abandonment; or (2) left outside more than 1 hour after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies, and duties under paragraphs 11 and 32 apply to acceleration under this paragraph.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of our rules or Association regulations allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37. The written move-out notice under paragraph 37 applies only to the end of the current Lease Contract or renewal period.

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the Lease Contract begins--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your dwelling.

### While You're Living in the Dwelling

**18. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written rules and Association regulations, including instructions for care of our property. These rules and regulations are considered part of this Lease Contract. We may make reasonable changes to our written rules, effective immediately upon their distribution to you. These changes must not change dollar amounts on page 1 of this Lease Contract. The Association may make reasonable changes to its written regulations, effective immediately, if they are distributed and applicable to all units in the Community. Our rules and Association regulations may be enforced by representatives of us or the Association.

**19. LIMITATIONS ON CONDUCT.** The dwelling and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with our rules, Association regulations, and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the Community: use candles or kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your dwelling or in the Community is prohibited--except that

any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes. We or the Association may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We or the Association may exclude from the Community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling rules, or disturbing other residents, neighbors, visitors, or owner representatives. We or the Association also may exclude from any outside area or any common area or facilities a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

You will notify us within 15 days if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us within 15 days if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.

**20. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and

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employees) in or near the Community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife, or other weapon in any common area or facilities in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; using windows for entry or exit; heating the dwelling with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We (or the Association, if authorized by Association regulations) may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside a dwelling or on sidewalks, under stairwells, or in handicapped parking areas. We or the Association may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if it:

- (1) has a flat tire or is otherwise inoperable
- (2) is on jacks, blocks or has wheel(s) missing
- (3) takes up more than one parking space
- (4) belongs to a resident or occupant who has surrendered or abandoned the dwelling
- (5) is in a handicap space without the legally required handicap insignia
- (6) is in a space marked for office visitors, managers, or staff
- (7) blocks another vehicle from exiting
- (8) is in a fire lane or designated "no parking" area
- (9) is in a space marked for other resident(s) or dwelling(s)
- (10) is on the grass, sidewalk, or patio
- (11) blocks garbage trucks from access to a dumpster, or
- (12) has no current license, registration or inspection sticker, and we give you at least 10 days notice that the vehicle will be towed if not removed.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31 or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase.

**Death of a Sole Resident.** If you are the sole resident, upon your death you may terminate the Lease Contract without penalty with at least 30 days written notice. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less cents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and other detection devices, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5. Window screens are not for security or for keeping people from falling out.

**Detection Devices.** We'll furnish smoke or other detection devices required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. Neither you nor others may disable detectors. *If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages, and attorney's fees.* You also will be liable to us and others if you fail to report malfunctions or any loss, damage, or fines resulting from fire, smoke, or water.

**Loss.** Neither we nor the Association is liable to any resident, guest, or occupant for personal injury or damage or loss of personal property or business or personal income from any cause, including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants or guests, or vandalism unless otherwise required by law. Neither we nor the Association has a duty to remove any ice, sleet, or snow but either may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the dwelling heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our or the Association's representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, neither we nor the Association is liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the dwelling, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering any common areas or facilities. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. We'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

We are committed to the principles of fair housing. In accordance with fair housing laws, we will make reasonable accommodations to our rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of this dwelling. We may require you to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** We shall maintain the dwelling in good working order and pay for any repairs and maintenance of the dwelling, subject to the following repair procedures. You shall replace air conditioning filters monthly. You shall keep exclusive use areas such as entries, patios, or driveways, if any, free of trash and debris.

If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security -- IT MUST BE SIGNED AND IN WRITING to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract by giving you at least 5 days written notice. We may also remove personal property if it causes a health or safety hazard. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**Yard Maintenance.** The Association controls and maintains the common areas. You may not remove, plant, or change anything in the common area.

**Trash Receptacles.** Outside trash receptacles for your use will be furnished and paid for by  owner,  resident,  the Association, or  a city utility. If trash receptacles are first supplied by us or by the Association, you  are or  aren't obligated to repair or replace them if they're broken or missing. Trash receptacles must be kept closed and must comply with local ordinances regarding trash disposal. We or the Association may designate where trash receptacles will be stored on the premises and where they are to be put for pick up.

**Pest Control.** Pest control must be arranged as needed in our reasonable judgment and paid for by  us or  the Association. The Association is not responsible for pest control unless specifically provided in the Association regulations.

27. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the dwelling or Community unless we've so authorized in writing.* If we allow an animal, you must sign a separate animal addendum and pay an animal deposit. An animal deposit is considered a general security deposit. We will authorize a support animal for a disabled person but will not require an animal deposit. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

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You must comply with Association regulations about animals. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by: (1) leaving, in a conspicuous place in the dwelling, a 24-hour written notice of intent to remove the animal; and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**28. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, representatives of us or the Association, or other persons listed in (2) below may peacefully enter the dwelling at reasonable times for the purposes listed in (2) below. If nobody is in the dwelling, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the dwelling immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection device batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping

excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the dwelling to prospective residents (after move-out or vacate notice has been given); or showing the dwelling to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**29. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract, our rules, or Association regulations, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease Contract termination may only be given by residents. In eviction suits, each resident is considered the agent of all other residents in the dwelling for service of process. Any resident who defaults under this Lease Contract will indemnify the non-defaulting residents and their guarantors.

Security deposit refund check and any deduction itemizations will be by: (check one)

- one check jointly payable to all residents and mailed to any one resident we choose, OR
- one check payable and mailed to \_\_\_\_\_

(specify name of one resident).

If neither is checked, then the refund will be made in one check jointly payable to all residents.

### Replacements

**30. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) fee *will* be due and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or security-deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

**31. RESPONSIBILITIES OF OWNER.** The Association may inform you when we are more than 60 days delinquent in paying the Association's monthly assessments. If it then forecloses on a lien for unpaid sums and acquires the dwelling, the Association may terminate this Lease Contract by giving you 30 days written notice.

We'll act with customary diligence to:

- (1) maintain fixtures, hot water, heating, and A/C equipment;
- (2) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and
- (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may possibly terminate this Lease Contract and exercise other remedies under Property Code Section 92.056 by following this procedure:

- (a) all rent must be current and you must make a written request for repair or remedy of the condition after which we'll have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time for the repair or remedy; and
- (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies, including those under Property Code Section 92.0561.

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail—after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

**32. DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe on time; (2) you or any guest or occupant violates this Lease Contract, our rules or Association regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (i) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marihuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (ii) any sex-related crime, including a misdemeanor; (6) any illegal drugs or paraphernalia are found in your dwelling; or (7) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

**Eviction.** If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident;

(4) personal delivery at the dwelling to any occupant over 16 years old; or (5) affixing the notice to the inside of the dwelling's main entry door. Notice by mail only will be considered delivered on the earlier of: (1) actual delivery; or (2) three days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent, or other sums; or to continue with eviction proceedings.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations on the next page.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your dwelling while you continue to hold over.

**Other Remedies.** If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've furnished at our expense, unless government regulations provide otherwise. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination and statutory lockout under Section 92.0081 of the Property Code. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. We may recover attorney's fees in connection with enforcing our rights under this Lease Contract. You agree that late charges are liquidated damages and a reasonable estimate of such damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter

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demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and future rent and other sums due.

**Association Remedies.** If you violate Association regulations, you are liable to the Association and to us for fines assessed against us, and possibly for other damages. Your liability, however, does not release us from liability. If you or we fail to pay such fines or damages, or if your

guests or occupants otherwise fail to comply with Association regulations, you and we will be subject to all sanctions and remedies under the Association regulations as if the failure were the result of our actions. If specifically authorized by statute or by Association regulations, the remedies will include fines, utility cutoffs, late-payment charges, returned-check charges, attorney's fees, damages, interest, vehicle removal, and suspension of rights to use common areas or common-area facilities. You agree to indemnify us for all liabilities that we incur if you violate Association regulations. If you violate its regulations, the Association may require us to evict you or may itself evict you without our approval or joinder if we don't diligently pursue eviction. The Association regulations may grant the Association a lien on the dwelling unit to secure payment of assessments and other sums due from us to the Association.

## General Clauses

33. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given, as well as any fax transmittal verification. Fax signatures are binding. All notices must be signed. Notices may not be given by email.*

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. The following provisions apply in any lawsuit involving you, us, or the Association under this Lease Contract: place of performance, interest, attorney's fees, and non-waiver. The Association has standing to enforce all of your obligations and our obligations to the Association. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise, including the Association's lien to obtain payment of any assessments or other sums due the Association by the owner. All Lease Contract obligations must be performed in the county where the dwelling is located.

We may deactivate or not install keyless bolting devices on your door if (1) you or an occupant in the dwelling is over 55 or disabled, and (2) the requirements of Section 92.153(e) or (f) of the Property Code are satisfied.

Cable channels that we or the Association provides may be changed during the Lease Contract term if the change applies to all residents.

Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

Residents may have rights under Texas law to terminate the lease in certain situations involving family violence or a military deployment or transfer.

**Defined terms.** "Community" is defined as the condominium, townhome, or similar community named on page 1. The dwelling unit is part of the Community. The "Association" is the condominium or townhome unit owners' association. "Association regulations" refer to the written regulations and restrictions governing the Community, especially those specifically addressing standards of conduct and prohibited activities.

34. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments for gas, water or electricity) first to any of your unpaid obligations, then to current rent, regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **TAA MEMBERSHIP.** We represent that at the time of signing this Lease Contract or a Lease Contract Renewal Form: (1) we; (2) the Association; (3) the management company that represents us or the Association; or (4) any locator service that procured you, is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the dwelling is located. The member is either an owner/management company member or an associate member doing business as a condominium association or locator service (whose name and address is disclosed on page 6). If not, the following applies: (1) this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); and (2) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in TAA and the local association has lapsed; and (2) neither the owner, the management company, nor the Association is a member of TAA and the local association at the time of the third automatic renewal. A signed affidavit from the local affiliated apartment association which attests to non-membership when the Lease Contract or renewal was signed will be conclusive evidence of non-membership. The Lease Contract is voidable at your option if the Lease Contract or any lease addendum (that is a copyrighted TAA form) fails to show at the bottom of each page the names of all original residents listed in paragraph 1, or contains the same form identification code as any other resident's Lease Contract or lease addendum; or if your TAA Rental Application contains the same form identification code as any other resident's Rental Application. Governmental entities may use TAA forms if TAA agrees in writing.

## Security Guidelines for Residents

36. **SECURITY GUIDELINES.** We care about your safety and that of other occupants and guests. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your dwelling when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.

- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and detection devices to make sure they are working properly. Detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night—or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

## When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below.

Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the

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Your Initials: \_\_\_\_\_ Initials of Our Representative: \_\_\_\_\_

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entire Lease Contract term if you move out early (paragraph 22) except under the military clause (paragraph 23). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions--even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements below are met.
- The move-out date in your notice [check one]:  must be the last day of the month; or  may be the exact day designated in your notice. If neither is checked, the second applies.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to provide a reminder notice, 30 days written notice to move-out is required.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the dwelling before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

39. **CLEANING.** You must thoroughly clean the dwelling including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage areas. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges--including charges for cleaning carpets, drapes, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling and is missing; replacing dead or missing detection device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the dwelling when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for a violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have *surrendered* the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; or (2) all dwelling keys and access devices listed in paragraph 5 have been turned in where rent is paid--whichever date occurs first.

You have *abandoned* the dwelling when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the dwelling not connected in our name has been terminated or transferred; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the dwelling abandoned. A dwelling is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

**Signatures, Originals and Attachments**

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures--one for you and one or more for us. Our rules, the Association's regulations dealing with standards of conduct and prohibited activities, and our move-out cleaning instructions, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed:

- Access Gate Addendum
- Additional Special Provisions
- Animal Addendum
- Asbestos Addendum (if asbestos is present)
- Association Regulations
- Early Termination Addendum
- Enclosed Garage, Carport or Storage Unit Addendum
- Inventory & Condition Form
- Intrusion Alarm Addendum
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Legal Description of Dwelling (if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: \_\_\_\_\_)
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- TCEQ Tenant Guide to Water Allocation
- Utility Allocation Addendum for:  electricity  water  gas  central system costs  trash removal  cable TV
- Utility Submetering Addendum for:  electricity  water  gas
- Other \_\_\_\_\_

**You are legally bound by this document.  
Please read it carefully.**

**Before submitting a rental application  
or signing a Lease Contract, you may take a copy  
of these documents to review and/or consult an attorney.**

**Additional provisions or changes may be made  
in the Lease Contract if agreed to in writing by all parties.**

**You are entitled to receive an original of this Lease Contract  
after it is fully signed. Keep it in a safe place.**

*Resident or Residents (all sign below)*

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

*Owner or Owner's Representative (signing on behalf of owner)*

*Address and phone number of owner's representative for notice purposes*

**1621 JAMES AVE.**  
**WACO , TEXAS 76706**  
**(254) 235-8343**

*After-hours phone number* **(254) 315-0616**

*(Always call 911 for police, fire or medical emergencies.)*

*Date form is filled out (same as on top of page 1)* **06/10/2009**

*Name and address of locator service or condominium association (if applicable)*



### Inventory and Condition Form

Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Apartment Community Name: \_\_\_\_\_ Apt. # \_\_\_\_\_  
or Street Address (if house, duplex, etc.): \_\_\_\_\_

*Within 48 hours after move-in, you must note on this form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.*

Move-In or  Move-Out Condition (Check one)

#### Living Room

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, switches, A/C vents \_\_\_\_\_  
Woodwork/baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light fixtures, bulbs \_\_\_\_\_  
Floor/carpet \_\_\_\_\_  
Doors, stops, locks \_\_\_\_\_  
Windows, latches, screens \_\_\_\_\_  
Window coverings \_\_\_\_\_  
Closets, rods, shelves \_\_\_\_\_  
Closet lights, fixtures \_\_\_\_\_  
Lamps, bulbs \_\_\_\_\_  
Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
Other \_\_\_\_\_

#### Dining Room

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, switches, A/C vents \_\_\_\_\_  
Woodwork/baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light fixtures, bulbs \_\_\_\_\_  
Floor/carpet \_\_\_\_\_  
Doors, stops, locks \_\_\_\_\_  
Windows, latches, screens \_\_\_\_\_  
Window coverings \_\_\_\_\_  
Closets, rods, shelves \_\_\_\_\_  
Closet lights, fixtures \_\_\_\_\_  
Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
Other \_\_\_\_\_

#### Kitchen

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, switches, A/C vents \_\_\_\_\_  
Woodwork/baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light fixtures, bulbs \_\_\_\_\_  
Floor/carpet \_\_\_\_\_  
Doors, stops, locks \_\_\_\_\_  
Windows, latches, screens \_\_\_\_\_  
Window coverings \_\_\_\_\_  
Cabinets, drawers, handles \_\_\_\_\_  
Countertops \_\_\_\_\_  
Stove/oven, trays, pans, shelves \_\_\_\_\_  
Vent hood \_\_\_\_\_  
Refrigerator, trays, shelves \_\_\_\_\_  
Refrigerator light, crisper \_\_\_\_\_  
Dishwasher, dispensers, racks \_\_\_\_\_  
Sink/disposal \_\_\_\_\_  
Microwave \_\_\_\_\_  
Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
Other \_\_\_\_\_

#### Halls

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, switches, A/C vents \_\_\_\_\_  
Woodwork/baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light fixtures, bulbs \_\_\_\_\_  
Floor/carpet \_\_\_\_\_  
Doors, stops, locks \_\_\_\_\_  
Closets, rods, shelves \_\_\_\_\_  
Closet lights, fixtures \_\_\_\_\_  
Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
Other \_\_\_\_\_

#### Exterior (if applicable)

Patio/yard \_\_\_\_\_  
Fences/gates \_\_\_\_\_  
Faucets \_\_\_\_\_  
Balconies \_\_\_\_\_  
Other \_\_\_\_\_

#### Bedroom (describe which one):

Walls \_\_\_\_\_  
Wallpaper \_\_\_\_\_  
Plugs, switches, A/C vents \_\_\_\_\_  
Woodwork/baseboards \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Light fixtures, bulbs \_\_\_\_\_  
Floor/carpet \_\_\_\_\_  
Doors, stops, locks \_\_\_\_\_  
Windows, latches, screens \_\_\_\_\_  
Window coverings \_\_\_\_\_  
Closets, rods, shelves \_\_\_\_\_  
Closet lights, fixtures \_\_\_\_\_  
Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
Other \_\_\_\_\_

#### General Items

Thermostat \_\_\_\_\_  
Cable TV or master antenna \_\_\_\_\_  
A/C filter \_\_\_\_\_  
Washer/dryer \_\_\_\_\_  
Garage door \_\_\_\_\_  
Ceiling fans \_\_\_\_\_  
Exterior doors, screens/screen doors, doorbell \_\_\_\_\_  
Fireplace \_\_\_\_\_  
Other \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceiling or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Bathtub, enclosure, stopper \_\_\_\_\_  
 Shower, doors, rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Bathtub, enclosure, stopper \_\_\_\_\_  
 Shower, doors, rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Half Bath**  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Safety-Related Items** (Put "none" if item does not exist)  
 Door knob locks \_\_\_\_\_  
 Keyed deadbolt locks \_\_\_\_\_  
 Keyless deadbolts \_\_\_\_\_  
 Keyless bolting devices \_\_\_\_\_  
 Sliding door latches \_\_\_\_\_  
 Sliding door security bars \_\_\_\_\_  
 Sliding door pin locks \_\_\_\_\_  
 Doorviewers \_\_\_\_\_  
 Window latches \_\_\_\_\_  
 Porch and patio lights \_\_\_\_\_  
 Smoke detectors (push button to test) \_\_\_\_\_  
 Alarm system \_\_\_\_\_  
 Fire extinguishers (look at charge level--BUT DON'T TEST!) \_\_\_\_\_  
 Garage door opener \_\_\_\_\_  
 Gate access card(s) \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_  
**or Date of Move-Out:** \_\_\_\_\_

**Acknowledgment.** You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verify they are operating correctly.

*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

**Resident or Resident's Agent:** \_\_\_\_\_

**Date of Signing:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_

**Date of Signing:** \_\_\_\_\_





TEXAS APARTMENT ASSOCIATION

M E M B E R

Lease Contract Guaranty

Each guarantor must submit a separate guaranty form, unless guarantors are husband and wife.

Lease Contract Information

ABOUT LEASE: Date of Lease Contract (top left hand corner on page 1 of Lease Contract): June 10, 2009
Unit No. of Apartment and street address of dwelling being leased:
Owner's name (or name of apartments):
City/State/Zip of above dwelling:
Resident names (list all residents on Lease Contract):
Monthly rent for dwelling unit: \$
Beginning date of Lease Contract:
Ending date of Lease Contract:

Guarantor Information

Use for one guarantor only (can include spouse of guarantor)

ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card)
Driver's license # and state:
OR govt. photo ID card #:
Current address where you live:
Birth date:
Marital Status: single married divorced widowed separated
Total number of dependents under the age of 18 or in college:
What relationship are you to the resident(s): parent brother or sister
employer other
Are you or your spouse a guarantor for any other lease? Yes No
If so, how many?
YOUR WORK: Present employer:
Employer's address:
Work phone:
Position:
Your gross monthly income is over: \$
Supervisor's name: Phone:
YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card):
Social Security #:
Present employer:
How long? Position:
Work phone:
Monthly gross income is over: \$
YOUR CREDIT/RENTAL HISTORY:
Your bank's name:
City/State:
List major credit cards:
To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: been asked to move out? broken a rental agreement? declared bankruptcy? or been sued for rent? To your knowledge, has any resident listed in this Guaranty ever: been sued for property damage? been charged, detained, or arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion? or been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please explain:

You, as guarantor signing this Lease Contract Guaranty, unconditionally guarantee all obligations of resident(s) under the above Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us.

If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete, and that you will inform us of any change of address. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. It is not legally necessary for this Guaranty to be notarized. Payments under this

Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request. You acknowledge that our privacy policy is available to you.

Date of Signing Guaranty

Signature of Guarantor

Signature of Guarantor's Spouse

After signing, please return the signed original of this Guaranty to Carbajal Realty, Inc.

at (street address or P.O. Box) 1621 JAMES AVE., WACO, TEXAS 76706

or (optional) fax it to us at (254) 235-7577

Our telephone number (254) 235-8343

You are entitled to receive a copy of this Lease Contract Guaranty when it is fully signed. Keep it in a safe place.

FOR OFFICE USE ONLY

Guarantor(s) signature(s) was (were) verified by owner's representative.

Verification was by phone or face-to-face meeting.

Date(s) of verification

Telephone numbers called (if applicable)

Name(s) of Guarantor(s) who was (were) contacted

Name of Owner's Representative who talked to Guarantor(s)





Mold Information and Prevention Addendum

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. ADDENDUM. This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # \_\_\_\_\_ at \_\_\_\_\_
(name of apartments)
or other dwelling located at \_\_\_\_\_
(street address of house, duplex, etc.)
City/State where dwelling is located \_\_\_\_\_

2. ABOUT MOLD. Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

3. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated, and (3) hang up your towels and bath mats so they will completely dry out.
Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

4. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

5. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

6. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in compliance with Section 92.051 et seq of the Texas Property Code, subject to the special exceptions for natural disasters.

7. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

Date of Lease Contract

June 10, 2009

You are entitled to receive an original of this Mold Information and Prevention Addendum after it is fully signed. Keep it in a safe place.





### Security Guidelines for Residents

We care about your safety and that of other occupants and guests. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and smoke detector to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

#### Acknowledgment of Receipt of Security Guidelines for Residents

Apartment name and unit, or dwelling address \_\_\_\_\_

Initials of Owner's Representative \_\_\_\_\_ Date \_\_\_\_\_ Initials of Resident(s) \_\_\_\_\_ Date \_\_\_\_\_

**LEASE ADDENDUM FOR  
ALLOCATING WATER/WASTEWATER COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Apartments  
in \_\_\_\_\_, Texas.

2. **Reason for allocation.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.

3. **Your payment due date.** Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction--just like late payment of rent.

4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Texas Commission On Environmental Quality (TCEQ) and described below.

The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 291.124 (e)(2)(A) of the TCEQ rules (*check only one*):

- subdivision (i) actual occupancy;
- subdivision (ii) ratio occupancy (TCEQ average for number of occupants in unit);
- subdivision (iii) average occupancy (TCEQ ave. for no. of bedrooms in unit);
- subdivision (iv) combination of occupancy and square feet of the apartment; or
- subdivision (v) submetered hot/cold water, ratio to total.

The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the \_\_\_\_\_ day of the month. Within 10 days thereafter, we

will try to allocate that mastermeter bill among our residents by allocated billings.

5. **Common area deduction.** We will calculate your allocated share of the mastermetered water/wastewater bill according to TCEQ rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by TCEQ rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by TCEQ rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

6. **Change of allocation formula.** The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the TCEQ; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

7. **Previous average.** As required under TCEQ rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ \_\_\_\_\_ per unit, varying from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.

8. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under TCEQ rules. Please give us reasonable advance notice to gather data. Any disputes relating to the computation of your bill will be between you and us.

9. **TCEQ.** Water allocation billing is regulated by the TCEQ, which has published a summary of the rules (called a tenant guide). A copy of this summary or a copy of the rules is attached. This addendum complies with those rules.

10. **Conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

**Resident or Residents**  
(All residents must sign here)

**Owner or Owner's Representative**  
(Signs here)

**Date of Lease Contract**

**June 10, 2009**

Attached: TCEQ Tenant Guide for Allocated Water Billing Service



# Tenant Guide to Allocated Water or Wastewater Service

## What is allocated utility service?

Under a lease agreement, this property will bill you for water and perhaps wastewater using an *allocation* method. The owner receives water and wastewater service from the local utility and passes through the cost of one or both of these services to each dwelling unit on the property. At the time you discuss a rental agreement, the property owner must provide you with a free copy of either the rules on utility allocation, or a copy of this summary of the rules that has been prepared by the Texas Commission on Environmental Quality (TCEQ).

## How does allocation work?

You will receive a bill from the property owner or a billing company, not from the local utility company. The allocated bill is not based on your actual usage. Instead, the property owner has a *master meter*, which is used by the utility to measure all water used by the entire property. The property owner gets a *master meter bill* from the utility. From this bill, the owner or billing company calculates each tenant's share of the charges for water or wastewater using an allocation method approved by the TCEQ.

## Is this practice legal?

Yes, Texas law allows owners to bill tenants for water and wastewater service. Under this law, the TCEQ has adopted rules designed to provide safeguards for you, the tenant. The rules require the property owner to provide you with specific information about your bills and to include disclosures about their billing practices in your rental agreement. It is important for you to be familiar with these requirements, because any billing disputes that arise must be resolved by you and the property owner, usually by working with the on-site manager.

## What should my rental agreement include?

Your rental agreement, lease, or a lease addendum, should disclose the following:

- ▼ You will be billed on an allocated basis.
- ▼ You will be billed for waste and/or wastewater.
- ▼ **You have the right to receive information from the owner to verify your utility bill.**
- ▼ Disputes about the calculation of your bill are between you and the property owner.
- ▼ A clear description of the allocation method the property owner will use to calculate your bill.
- ▼ The average monthly water/wastewater bill for all dwelling units in the previous calendar year, and the highest and the lowest bill in that year.
- ▼ The date bills are usually issued.
- ▼ The date bills are usually due.

- ▼ The number of days it will take to repair a leak in your dwelling unit, after you have reported it in writing.
- ▼ The number of days it will take to repair a leak in an unmetered common area that you report in writing.

## How will my bill be determined?

The TCEQ has approved several methods for allocating utility bills, effective September 27, 2000. Any property using a different method has until September 27, 2001, to switch to one of the newly approved methods. Alternatively, the owner may install *submeters* and begin billing on a submetered basis, or discontinue billing for utility service. If you have questions about your bill, ask your property owner to explain what allocation method was used and how the bill was calculated (see "What records must the owner provide?" in this publication). For more information on submetered water and wastewater billing, see TCEQ publication, *Tenant Guide to Submetered Water or Wastewater Service*.

## What utility charges can be passed through to tenants?

Allocated bills for water and wastewater may only include utility charges for water, wastewater, and surcharges directly related to those services. Tenants may not be charged for fees the utility has billed the owner for a deposit, disconnect, reconnect, late payment, or other similar fee. Texas law does not allow property owners to profit from allocated billing by adding extra fees or hidden charges to water and wastewater bills.

## What about water/wastewater that is used outside dwelling units in common areas?

*Common areas* include pools, laundry rooms, and installed irrigation systems for landscaping. Before applying the selected allocation method, the owner must first subtract charges related to common areas, as required by TCEQ rules.

## What records must be made available to you?

TCEQ rules require property owners to make the following billing records available to you for inspection at the manager's office during normal business hours. The owner or manager may ask you to submit a written request to view this information. Records routinely kept at the on-site manager's office should be made available within *three days*.

Records routinely kept elsewhere must be made available within *15 days* of receiving your written request. If there is no on-site manager's office, the owner must make copies of requested information available at your dwelling unit, at a time

agreed to by you, within *30 days* of receiving your written request.

Information that must be made available to you includes:

- ▼ the statute that allows owners to bill tenants for water and wastewater service (Texas Water Code, Chapter 13, Subchapter M);
- ▼ TCEQ rules that regulate this practice (Title 30, Texas Administrative Code, Chapter 291, Subchapter H);
- ▼ rates charged to the property by the utility;
- ▼ bills from the utility to the property;
- ▼ data on occupancy and square footage used to calculate allocated bills;
- ▼ calculations showing deductions for common areas (if applicable);
- ▼ total amount billed to tenants each month for water/wastewater;
- ▼ total amount collected from tenants each month for water/wastewater;
- ▼ **any other information you may need to calculate and verify your water/wastewater bill;** and
- ▼ conservation tips.

#### **What information must be included on my allocated bill?**

- ▼ Tenant's name and address.
- ▼ Amount due for dwelling unit base charge or customer service charge, or both, if applicable.
- ▼ Amount due for water and/or wastewater.
- ▼ Due date.
- ▼ Name of the retail public utility and a statement that the bill is not from the retail public utility.
- ▼ Name of the billing company, if applicable.
- ▼ Name, address, and telephone number of the party to whom payment is to be made.
- ▼ Name or title, address, and phone number of the company or person to be contacted about a dispute.

#### **How do I dispute a bill?**

You are encouraged to file billing disputes *in writing* with the person identified on your bill to contact about disputes--usually the owner, the on-site manager, or a billing company. The owner or designated person must then investigate the dispute and report the results of the investigation to you in writing. The investigation and report must be completed within *30 days* from the date you

provide written notification. If you find that a TCEQ rule has been violated, please document your findings and contact the TCEQ at the address at the end of this publication.

#### **When is my bill due?**

Your bill is due on receipt. Your payment will be considered late if it is not received within *16 days* after the bill is mailed or hand-delivered to you. The owner may then issue a *disconnection notice* indicating your utility service will be disconnected, if payment is not received.

#### **Can my utility service be disconnected for nonpayment?**

Yes, your service can be disconnected for nonpayment. The owner must first give you a disconnection notice at least *10 days* before the date you are scheduled to be disconnected.

#### **Can the owner change the way I am billed?**

No, not unless:

- ▼ the owner has given you notice of the proposed change at least *35 days* prior to implementing the new method;
- ▼ your existing lease has expired, or you are willing to sign a new lease before the current lease expires; and
- ▼ you have agreed to the change by signing a lease or other written agreement.

**Note: This guide summarizes only some of the TCEQ rules regarding allocated billing. A property owner must be familiar with, and comply with, all applicable state laws and rules. Tenants are encouraged to refer to those sources for additional, detailed information.**

Violations of TCEQ rules should be documented in writing and sent to: TCEQ Outreach & Information Assistance Team; Water Information & Assistance Section, MC-141; P.O. Box 13087; Austin, TX 78711-3087. The Outreach & Information Assistance Team may also be reached by calling 512/239-6100. For more information, see the TCEQ Web site at [www.tceq.state.tx.us](http://www.tceq.state.tx.us).

**LEASE ADDENDUM FOR  
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Apartments in \_\_\_\_\_, Texas  
OR  
the house, duplex, etc. located at (street address)  
\_\_\_\_\_  
in \_\_\_\_\_, Texas.

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: *(check as applicable)*

- garage or carport attached to the dwelling;
- garage space number(s) \_\_\_\_\_;
- carport space number(s) \_\_\_\_\_; and/or
- storage unit number(s) \_\_\_\_\_.

The monthly rent in paragraph 6 of the lease covers both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum.

3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.

4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

5. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.

6. **Garage door opener.** If an enclosed garage is furnished, you  will  will not be provided with a  garage door opener and/or  garage key. You will be responsible for maintenance of

any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a fine of \$ \_\_\_\_\_, which will be deducted from your security deposit.

7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to paragraph 13 of the lease, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date of Lease Contract**  
**June 10, 2009**

**LEASE ADDENDUM FOR  
REQUIREMENT OF RENTER'S OR LIABILITY INSURANCE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Apartments in \_\_\_\_\_, Texas  
OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_  
in \_\_\_\_\_, Texas.

2. **Acknowledgment concerning insurance or damage waiver.** You understand that our property or liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or guest. You understand that by not maintaining a renter's or liability insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that paragraph 8 of the Lease Contract requires you to maintain a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ \_\_\_\_\_ per occurrence.** You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's or liability insurance policy satisfying our requirements. **Liability insurance does not protect you against loss or damage to your personal property or belongings—only a renter's insurance policy does this.**

3. **Election of insurance coverage or damage waiver.** You agree to the following with respect to your renter's or liability insurance (INITIAL ONE):

\_\_\_\_\_ You agree to purchase renter's or liability insurance through the Program (complete paragraph 5);

**Resident or Residents**  
[All residents must sign here]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ You agree to purchase renter's or liability insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it. Your insurance company will be required to provide notice to us within 30 days of any cancellation, non-renewal, or other material change in your insurance policy; or

\_\_\_\_\_ You agree to pay \$ \_\_\_\_\_ per month to us for liability insurance that we agree meets the requirements of this addendum. You agree to pay us this amount in addition to all other obligations in the Lease Contract. You also agree the cost of this liability insurance will be considered additional rent for purposes of the Lease Contract.

4. **Subrogation allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes the language in paragraph 33 of the Lease Contract.

5. **Our insurance program.** You understand that we have informed you of any insurance program (the "Program") that we may have made available to you that provides you with an opportunity to purchase renter's insurance and/or liability insurance policies from \_\_\_\_\_.

**Be aware that this insurance company is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renters' insurance or liability insurance through the Program.**

**Owner or Owner's Representative**  
[signs here]

\_\_\_\_\_  
**Date of Lease Contract**  
June 10, 2009

NOT A VALID DOCUMENT

**LEASE ADDENDUM  
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Apartments  
in \_\_\_\_\_, Texas.

2. **Remote control/cards/code for gate access.**

**Remote control for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.

**Cards for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.

**Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. **Damaged, lost or unreturned remote controls, cards or code changes.**

If a remote control is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.

If a card is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly.

4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

5. **Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee

through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. **Rules in using vehicle gates.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

**Resident or Residents**  
*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

**Date of Lease Contract**

**June 10, 2009**

NOT A