#### 1. PARTIES TO ORIGINAL LEASE CONTRACT: ... You are LEGALLY BOUND BY THIS DOCUMENT. PLEASE READ IT CAREFULLY.

This form renews the Lease Contract ("original Lease Contract") between you (all residents, as listed):

| Other Occupants: _   |               |                  |
|----------------------|---------------|------------------|
| <b>Owner's name:</b> |               |                  |
| Unit No.             | at            | (street address) |
|                      | (city) Texas, | (`zip code).     |

In this document, the term "you" refers to all residents listed above; the terms "we," "us," and our" refer to the owner listed above and not to property managers or anyone else.

#### THE SIGNATURE OF ONE RESIDENT IS BINDING UPON ALL RESIDENTS.

- **OCCUPANTS SAME AS ORIGINAL LEASE CONTRACT.** During the renewal period, only the 2. original occupants may occupy the dwelling, unless added to special provisions below.
- 3. **EXPIRATION.** The original Lease Contract or previous Lease Contract renewal period expires on
- This Renewal extends the original Lease Contract and any previous Renewal or 4. RENEWAL. extension of the Lease Contract for an additional period ("renewal period") beginning on
- **RENT**. During the renewal period, your rent will be \$\_\_\_\_\_ **per month**. Late-payment charges, returned-check charges and animal-violation charges will be the same as in the original Lease Contract unless we've noted otherwise under "Attachments" or "Changed Terms" in the Lease 5. Contract. \*\* The new rent rate will take effect the first month following the original lease contract expiration date\*\*
- **RELETTING CHARGE.** The reletting charge in the Lease Contract shall be 85% of the highest 6. monthly rent during the renewal period.
- **ATTACHMENTS**. All attachments are the same as in the original lease contract, except for any new 7. or modified attachments that are described below in special provisions and attached to this Renewal. **CHANGED TERMS.** All provisions in the original Lease Contract remain the same except for the
- 8. changes noted in special provisions below.
- 9. NO ORAL AGREEMENTS. Neither you nor we are bound by any oral agreements regarding this Renewal. All the terms are contained either in this written Renewal or in the original Lease Contract.
  10. NO WAIVER OF RIGHTS. By signing this Renewal, neither you nor we waive any of our rights or remedies under the original Lease Contract.
- **11. AUTOMATIC TERMINATION.** If we lawfully terminate your right of occupancy under the original Lease Contract before the renewal period begins, your right of occupancy during the renewal period is automatically terminated.
- 12. REPRESENTATIONS. You represent to us that all information on your Rental Application is still correct.
- **13. SIGNATURES BY ALL PARTIES.** This Lease Contract Renewal is binding *only* when signed by the owner's representative.

**Special Provisions:** 

This Lease Contract Renewal is contingent upon owner/manager approval.\*\*

\_ Guidelines and Reminders to help make your stay a little more Comfortable.\*\*

## THE SIGNATURE OF ONE RESIDENT IS BINDING UPON ALL RESIDENTS.\*\*

| 1     | _Date: | _Phone |
|-------|--------|--------|
| Email |        |        |
| 2     | _Date: | _Phone |
| Email |        |        |
| 3     | _Date: | _Phone |
| Email |        |        |
| 4     | _Date: | _Phone |
| Email |        |        |
|       |        |        |

This Lease Contract Renewal is binding only when signed by the owner's representative.

Owner or Representative: \_\_\_\_\_ Date: \_\_\_\_



## Phone (979) 696-4464 Fax (979) 696-0234 www.equitybcs.com

# Guidelines and Reminders to help make your stay a little more Comfortable

Mail the rent so we receive it by the fifth of the month. If hand delivered **after hours, put it in the mailbox by the front door.** 

Per your lease agreement, you are agreeing to comply with all the following rules and regulations. Please note that the Landlord has the right to modify these rules from time to time.

- This is your "home" for the next year -- treat it with the same care as you would treat your own home. **Do not** install anything (e.g. satellite dish) that causes a hole thru the roof, the vinyl-coated exterior, any wall, or the ceiling. **Do not** hang anything from the ceiling. Use small nails to hang pictures, etc. The following **are not** acceptable: adhesive hangers, "sticky tac", screws, plastic screw anchors, molly bolts, and hollow-wall anchors.
- 2. Do not leave your key in or near the keyed deadbolt in the back door. Do not replace any of the door knob sets on the bedroom/ bathroom doors—the landlord must have access to all rooms at all times.
- 3. We strongly suggest you use the five tamperproof window locks; do not leave the wrench near a window.
- 4. Do not go into or store anything in the attic.
- 5. Vacuum the carpet regularly and use a product like **"Glory"** to clean up stains. The longer a stain is in the carpet, the harder it is to remove. A throw rug inside each exterior door will help keep floor coverings clean.
- 6. **Call the office for all repair requests or go online and submit.** The office staff will contact maintenance who will arrange to have the repair request taken care of. If the repair is **"tenant cause,"** prompt reimbursement is appreciated.
- The pet policy must be approved in advance: no dogs/cats at any time—not for an hour, overnight, or the weekend UNLESS PREAPPROVED. The first sign of a pet will cost you \$100.00/pet plus \$25.00/day, and Landlord may, in its discretion, declare the Lease to be in default.
- 8. If your lease includes lawn care, we will do our part to keep the lawn and shrubbery looking their best. **Your part includes:** 
  - Do not park or drive on the lawn, including trailers.
  - Do not store personal items on the grass—(blocking sprinkler heads will cause damage.)
  - Store the city's' trash dolly close to the house.
  - Do not dump "spent" charcoal or anything on the lawn that will kill the grass.
  - Provide a container for cigarette butts.
  - Keep newspapers picked up from driveway and yard—stopping their delivery when all tenants are gone.
  - Wading pools should not be left on lawn unless in use.
- 9. Do not plant anything edible around the front shrubs—chemical sprays to the shrubs could cause illness.
- 10. When no one will be in the unit overnight or longer, during the possibility of freezing temperatures, put the thermostat in the heat mode and set it at 55 degrees. Damage from frozen pipes can be substantial to all property. You are liable for the damage if you fail to take proper precautions.
- 11. When cooling your unit please do not set the thermostat **below 72**; if you do and the evaporator coil freezes, you may be liable for the charges.
- 12. The toilets are minimum water users and thus more susceptible to pluggage. **Do not use the toilet to dispose of:** A) feminine hygiene products, B) plastic products (like q-tips) that can't dissolve, or C) large quantities of paper. **Use a 6" dia.** Plumbers' Friend to unplug the toilet. Call the office and shut off the water supply if it won't unplug.
- 13. If your bathtub drains slowly, unscrew the tub plug and remove the blockage—usually hair.

- 14. If any electrical appliance (or the air conditioner/furnace) does not work, check to see if the **circuit breaker is in the thrown position.** Call the office and we will walk you through this process. If it is thrown, shut off the appliance. To reset the breaker, first move it to the "off" position and then switch to the "on" position. Turn the appliance on and if the breaker throws again, call the office.
- 15. There is a safety device **(GFI, ground fault interrupter)** in most kitchens and bathrooms. Press the GFI reset button to restore power to the circuits it protects. If it won't reset, contact the office.
- 16. If the **garbage disposal** does not work, first check the circuit breaker and then, check reset button on the bottom of the disposal. If the disposal is stuck, insert the hex head wrench in the center of the disposal bottom and rotate it back and forth in both directions. Always have the water running when the deposal is turned on. Do not put bones, coffee grounds, grease, wood, metal objects, or excessive amounts of food in the disposal.
- 17. Rinse dishes thoroughly before loading the dishwasher; do not put soap in the rinse aid dispenser.
- 18. Make sure the dryer **lint filter** is clean before starting a load. Put at least five or six items in a wash load; fewer items can lead to an unbalanced load, causing problems for the washer.
- 19. Some of the bathroom lavatories, tubs, and showers are made of fiberglass. Because fiberglass, Formica, and the stainless sink all scratch easily, do not use abrasive cleaning materials or any sharp object like razor blades, wire brushes, etc. to clean. **Vinegar and baking soda** can be used to clean, but if stains persist, try a product like **Lime-away**.
- 20. We furnish smoke alarms: some are hardwired and some are battery operated. Check each month by pressing the test button—it will emit a piercing sound if it is okay. You are responsible for replacing batteries.
- 21. For health and economic reasons, it is best that you replace the A/C filter monthly because the cleaner the filter, the less power used by the blower. **You are responsible for replacing a/c filters monthly.**
- 22. <u>SMOKING:</u> Smoking by Tenant, Tenant's guests, family, or occupants is NOT PERMITTED in the Unit or Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur in the Unit or Property, Tenant will be in default, and Landlord may deduct from the security deposit damages to the Unit or Property caused by smoking, including, but not limited to stains, burns, ordors, and removal of debris.
- 23. **NO REMODELING:** No painting or wallpapering. No installing fixtures. No changes of any kind without prior written consent from landlord. No removal of anything that belongs in the unit without written permission.
- 23. <u>VISITORS & GUESTS</u>: Tenants are responsible for their visitors' actions. Conduct shall not disturb others. Public drunkenness or public immoral conduct will not be tolerated and may cause immediate eviction. If we find your conduct or conduct of your guests unreasonable, we will ask that it be stopped. If after notification unreasonable conduct continues, we will have the right to terminate your Rental Agreement and you will vacate the premises.
- 24. **RESIDENTS ON LEASE:** Only occupants listed on the lease shall occupy the rental unit.
- 25. **UTILITIES:** Must be on during your tenancy. This includes gas and electric. If applicable, heat must remain on during winter months.
- 26. **KEEP YOUR HOUSE REASONABLY CLEAN TO DETER UNWANTED PESTS:** Leaving out leftovers causes more than just a smelly kitchen. Those crumbs are tasty to unwanted house guests like ants or cockroaches. The problem is they don't stop at your apartment. They travel everywhere. If you're fighting these annoying little bugs, it is likely your neighbors are too. Take the time after every meal to pick up your messes so you can keep these creepy crawlers out of your home, and be a good neighbor by helping prevent them from making your home their home too.
- 27. **NOISE:** All radios, television sets, compact disk players, or any other appliances or items which may cause noise, etc., must be turned down to a level of sound that does not annoy or interfere with other residents. Turn down the volume. **We know scary movies are better** when they are loud and so is a good song, but try to save your bass bumping for the day when you own a house. Constantly listening to someone else's music or television shows is frustrating for everyone nearby. What if your neighbor is trying to concentrate on an important work or school assignment, but they can't drown out the noise flowing from your apartment to theirs? Guests may not be acutely aware of their volume like you, but a kind reminder can go a long way in keeping sound at a reasonable level.
- 28. **DAMAGES:** Tenants will be held responsible for any damages to their apartment or to the building, or to the common areas caused by themselves or their guests.

- 29. **INTERIOR OF APARTMENTS:** Use of foil and other similar unsightly materials over windows is strictly prohibited. Windows and doors shall not be obstructed. Landlord provides blinds on windows and such blinds will not be removed. If Tenant installs draperies over the blinds, any damage will be repaired or removed by Tenant or at Tenant's expense. Damage to property, including but not limited to paint, plaster, cabinets, carpets, floors, furniture or damage to any part of the Premises resulting from failure caused by leaving windows or doors open during inclement weather will be the responsibility of the Tenant.
- 30. **LIGHT BULBS:** Tenant, at Tenant's expense, shall be responsible for replacement of all interior light bulbs and tubes. All bulbs and tubes must be operational at the time the Tenant vacates the Premise.
- 31. **TRASH:** Garbage is to be put in plastic garbage bags and disposed of in provided garbage cans. Garbage cans are to be taken to curb on designated garbage day only and empty cans returned. Tenant agrees to put trash and refuse directly into dumpsters and not leave it in the units or in the common area, or similar places. Tenant may be charged for removal of trash from outside their door or apartment.
- 32. **TENANT IS RESPONSIBLE:** for the cleanliness of the area in front of their apartment and for any common area used by Tenant or their guest. If Landlord cleans trash or cigarette butts from the common areas outside an apartment, a cleaning fee of **\$30.00 per** occurrence may be assessed.
- 33. **ANTENNAS, SATELLITE DISHES AND WIRES:** No radio wires, television or other aerials or any other objects whatsoever shall be attached to the roof or exterior of any building.
- 34. **ROOF:** Residents are not permitted to go on the roof at any time.
- 35. **VEHICLES, PARKING, TRAFFIC REGULATIONS:** Parking of tenant vehicles in other than designated parking area is strictly prohibited.
- 36. **LOCKS:** Locks may NOT be changed or added without prior written permission of Landlord. Locks and the appropriate keys, added by resident, must be Left in place upon vacating the Premises.
- 37. **REKEYING LOCKS:** If for any reason you get locked out of your apartment or house and a property manager has to open the house, there will be a \$40.00 charge during regular business hours and \$75.00 for after hours and weekends/holidays. If you request a complete lock change, the fee is \$35.00 per lock and \$42.00 an hour for labor. After hours, charges will double.
- 38. **WEAPONS:** Tenant shall not store any combustible, flammable or explosive substance on or about the premises. Storage of explosives (including fireworks), dangerous chemicals, ammunition, or other dangerous instruments and material, or any other similar device is prohibited. If any such item is found in your possession, or in your apartment, you will be subject to eviction.
- 39. **FURNITURE:** No furniture designed for indoor use will be placed outdoors for any purpose. Any furniture moved outdoors will be removed by maintenance and the cost of moving, storing and/or replacement of the furniture will be charged directly to the Tenant.
- 40. **SCREENS:** Residents will be charged a minimum of \$35.00 for each broken or missing screen. If a screen is damaged or missing when you move in, report it to management immediately, and put that notice on your check in sheet.
- 41. **SECURITY:** Landlord is not responsible for providing any live or "on-foot" security. The safety and welfare of the Tenant and Tenant's property is the responsibility of the Tenant. Doors and windows should be locked. Use good common sense, and think about safety. If there is any suspicious activity, **call 911 immediately.**
- 42. **FIRE SAFETY:** The following are prohibited in the residences: halogen lamps; overloaded electrical, damaged or non-UL approved cords; unsafe placement of cords or improper use of electrical items; obstruction of sprinklers; obstruction of room door or windows; ceiling hangings or other decorations which are flammable or otherwise could contribute to fire spread; paper or other combustibles (including hats, scarves) hung on or near incandescent fixtures; use of any open flame device (candles, etc, burning of incense, possession/use of fireworks, or other explosives, possession/storage of gasoline or other fuels/flammable chemicals; damaging or tampering with fire safety equipment (smoke detectors, extinguishers, fire horns, etc.); dismantling or otherwise interfering with exit signs; blocking open or otherwise interfering with the intended smoke-barrier purpose of fire doors; blocking hallways or building exits; failure to evacuate according to designated procedures during a building alarm and/or failure to follow instructions of building staff or fire safety personnel; false report of fire or other dangerous conditions (bomb threats, etc.); activating false alarms.
- 43. **INSURANCE:** We do not insure your personal property. We suggest you obtain renter's insurance to cover your own valuables and cover you for any liability.

44. WEAR AND TEAR TO THE PREMISES: The following short list of items shall not be considered as natural wear and tear to the premises, but shall be considered as damage to the premises and subsequently the cost of repair will be deducted from any security deposit.

- Holes in walls and woodwork.
- Careless care of paint in the apartment.
- Spray painting or marking on interior/exterior walls.
- Damage to carpeting, utility pipes, wiring, plumbing, light fixtures, or any other fixture or appurtenances, walls floors or ceilings.
- Damage done to seeded area and shrubs around apartment such as digging, uprooting, trampling, etc...
- Water damage caused by overflow of kitchen/bathroom sinks, bathtub, wash machine or by failure to close windows or doors during inclement weather, thereby exposing interior of apartment to elements.
- Broken windows/glass: windows, storm windows, storm doors, etc....
- Failure of tenant to leave apartment and appliances clean upon termination of this lease/rental agreement.
- Failure of tenant to regularly clean and maintain carpeting.

# Your signature indicates you have read the guidelines and agree to abide by them. Not following them may cause extra charges.

We look forward to working with you. We are committed to providing friendly and helpful services to all our customers and clients. Anytime you have a question or something to discuss, someone from our team will always be here to help.

| 1     | _Date: | _Phone |
|-------|--------|--------|
| Email |        |        |
|       |        | Phone  |
| Email |        |        |
|       |        | Phone  |
| Email |        |        |
|       |        | Phone  |
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