



Equity Real Estate Property Management  
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## OUTSIDE AGENT INSTRUCTION SHEET

All keys that have been checked out need to be returned to the office by 5 pm. If needed after 5 pm, please notify the office.

If the property is occupied, we will provide you with the occupant's phone number and a key. You are responsible for notifying the occupant of your showing.

Applications can be filled out online at [www.equitybcs.com](http://www.equitybcs.com) under Forms, Future Resident Forms, Fillable Forms and emailed or a paper copy can be provided by the office.

- **Applications will not put the property on hold**
- Application fee is \$40 per person and \$50 per married couple
- Applications will not be run until funds are provided in forms of money order, cash, or online payment

To put a property on **hold** the forms below **must** be turned in:

- a deposit must be put down
- The Deposit Hold Agreement must be filled out
- Information about Brokerage Services form must be initialed
- Resident Qualification form must be initialed

These forms can be found online under Forms, Future Resident Forms, Fillable Forms or in the Outside Agent Packet under Outside Agent Forms. If needed, paper copies can be provided by the office.

A Description of Property Form is included with the sheet for specific details about property for your information. If there are any specific questions, please email or call.

Once your client is approved, you will need to look over the **Outside Agent Packet** that can be found online under Forms, Outside Agent Forms or paper copies can be provided by the office. This packet will provide you with every form that you will need to complete the lease.

Please call us at (979)696-4464 if you have any further questions or concerns. We are here to help you!

The Equity Property Management TEAM



# RESIDENTIAL LEASE FOR A MULTI-FAMILY PROPERTY UNIT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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**1. PARTIES:** The parties to this lease are:

the owner of the Unit, Landlord,; \_\_\_\_\_; and  
Tenant(s): \_\_\_\_\_.

**2. PROPERTY:** Landlord leases to Tenant the following Unit Number \_\_\_\_\_ located at:

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

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

**3. TERM:**

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

B. Delay of Occupancy: Tenant must occupy the Unit within 5 days after the Commencement Date. If Tenant is unable to occupy the Unit by the 5th day after the Commencement Date because of construction in the Unit or a prior tenant's holding over of the Unit, Tenant may terminate this lease by giving written notice to Landlord before the Unit becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

**4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 4B applies only if the lease renews on a month-to-month basis. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*

- (1) 30 days before the Expiration Date.
- (2) \_\_\_\_\_ days before the Expiration Date.

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

B. If this lease automatically renews on a month-to month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*

- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Unit before the termination date.
- (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

**5. RENT:**

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

- (1) the first day of each month during this lease.
- (2) \_\_\_\_\_.

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent. Tenant will pay first month's rent made payable to  Landlord or  Listing Broker or  Property Manager. The first month's rent is due and payable not later than \_\_\_\_\_ by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.

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

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*:
  - cashier's check  electronic payment  money order  personal check or
  - other means acceptable to Landlord. Landlord  may or  may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.
- (4) Landlord  requires  does not require Tenant(s) to pay monthly rents by one payment.
- (5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

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

**6. LATE CHARGES:**

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

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

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

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

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

**9. ANIMALS:**

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

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

- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
- (2) charge Tenant, as additional rent, an initial amount of \$ \_\_\_\_ and \$ \_\_\_\_\_ per day thereafter per animal for each day Tenant violates the animal restrictions;
- (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
  - (a) remove any unauthorized animal;
  - (b) exterminate the Unit for fleas and other insects;
  - (c) clean and deodorize the Unit's carpets and drapes; and
  - (d) repair any damage to the Unit caused by the unauthorized animal.

C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

## 10. SECURITY DEPOSIT:

- A. **Security Deposit:** On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ \_\_\_\_\_ by (select one or more):  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. **Interest:** No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. **Refund:** Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

### Notices about Security Deposits:

- (1) **§92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.**
- (2) **Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.**
- (3) **The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Unit and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.**
- (4) **"Surrender" is defined in Paragraph 16 of this lease.**
- (5) **One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.**

### D. Deductions:

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

Residential Lease concerning: \_\_\_\_\_

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

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

**11. UTILITIES:**

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

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

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

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

**12. USE AND OCCUPANCY:**

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

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

C. HOA Rules: This Property  is or  is not a part of an HOA. \_\_\_\_\_

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

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

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

**13. PARKING RULES:**

- A. Parking Type:
  - (1) Common Parking: Tenant may park no more than \_\_\_\_\_ vehicles (cars, motorcycles, and passenger trucks) on the Property in the common parking areas located on the Property.
  - (2) Assigned Parking: Tenant's assigned parking areas are identified as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Only one vehicle may be parked in each assigned parking space. Each month, on or before the date rent is due under the Lease, Tenant will pay additional rent of \$ \_\_\_\_\_ for the assigned parking. Tenant may not assign, sublet, or trade any assigned parking space or area.
- B. Tenant may not use any parking spaces or areas on the Property for any boat, trailer, recreational vehicle, all terrain vehicle, jet ski, or any other type of personal property.
- C. Tenant's guests, patrons or invitees may park only in those area designated by Landlord for Tenant's guests, patrons, or invitees.
- D. Landlord may, but is not obligated to, institute controlled-access systems to the parking areas, including but not limited to systems such as vehicle identification stickers, license numbers, or controlled-access devices. At the time the lease ends, Tenant must return all access devices to Landlord.
- E. In accordance with applicable state and local laws, the Landlord may tow, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule.
- F. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

**14. ACCESS BY LANDLORD:**

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

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

**15. MOVE-IN CONDITION:**

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



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

## 16. MOVE-OUT:

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

## 17. UNIT AND PROPERTY MAINTENANCE:

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

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

**B. Yard Maintenance:**

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

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

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

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

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

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

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

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

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

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

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

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

C. **Completion of Repairs:**

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

**D. Payment of Repair Costs:**

(1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Unit in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant’s negligence:

- (a) heating and air conditioning systems;
- (b) water heaters; or
- (c) water penetration from structural defects.

(2) Landlord will NOT pay to repair the following items unless caused by Landlord’s negligence:

- (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
- (b) damage to doors, windows, and screens;
- (c) damage from windows or doors left open;
- (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Unit;
- (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
- (f) the following specific items or appliances: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

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

**19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:**

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

B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.

C. If Tenant vacates the Unit in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

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

**27. DEFAULT:**

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

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

- A. Special Statutory Rights: Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.
  - (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. Section 92.017, Property Code governs the rights and obligations of the parties under this paragraph.
  - (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Unit. Section 92.016, Property Code

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

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

**B. Assignment, Subletting and Replacement Tenants:**

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

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

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

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

- |   |   |
|---|---|
| <input type="checkbox"/> Addendum Regarding Rental Flood Disclosure | <input type="checkbox"/> Residential Lease Guaranty     |
| <input type="checkbox"/> Addendum Regarding Lead-Based Paint        | <input type="checkbox"/> Landlord’s Rules & Regulations |
| <input type="checkbox"/> Inventory & Condition Form                 | <input type="checkbox"/> Owners’ Association Rules      |
| <input type="checkbox"/> Landlord’s Additional Parking Rules        | <input type="checkbox"/> Agreement Between Brokers      |
| <input type="checkbox"/> Animal Agreement                           | <input type="checkbox"/> Residential Lease Application  |
| <input type="checkbox"/> Mold Remediation Consumer Protection       | <input type="checkbox"/> _____                          |
| <input type="checkbox"/> Bed Bug Addendum                           | <input type="checkbox"/> _____                          |

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

Tenant at the Unit and a copy to:

Landlord c/o:

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

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

Fax/E-mail: \_\_\_\_\_

Fax/E-mail: \_\_\_\_\_

Fax/E-mail: \_\_\_\_\_

Fax/E-mail: \_\_\_\_\_

**33. AGREEMENT OF PARTIES:**

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

**34. INFORMATION:**

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



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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
  - (1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
  - (2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.

H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see [www.txdps.state.tx.us](http://www.txdps.state.tx.us) under online services). For information concerning past criminal activity in certain areas, contact the local police department.

I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.

J. Landlord's broker, \_\_\_\_\_,  
 will  will not act as the property manager for landlord. If property is not managed by above-named broker, Property will be managed by  Landlord or  property manager for Landlord:  
Name of property manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

Residential Lease concerning: \_\_\_\_\_

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

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

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

\_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Broker's Associate's Printed Name

\_\_\_\_\_  
Broker's Printed Name License No.

*For Landlord's Use:*

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

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



## Tenant Contact Information Sheet

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_



Equity Real Estate, Inc.

12/2015 UPDATED

**ADDENDUM "B" TO THE LEASE CONTRACT  
FROM PARAGRAPH 9, "SPECIAL PROVISIONS"**

Property Address: \_\_\_\_\_

**TO ALL RESIDENTS:**

This lease has been executed in one original with a copy provided for the resident.

The following rules and regulations were carefully considered by the Owners and Management. We ask that you please read this and give us your full cooperation in order that we can make your home a better place to live and one in which we may all take pride.

***Our Privacy Policy Is Available To You Upon Request***

**IMPORTANT NOTES**

Disclaimer of security warranties: Owner does not provide, guarantee or warrant security. Owner does not represent that the dwelling unit or apartment complex is safe from criminal activities by other residents or third parties. The existence of a drive-through service, perimeter fences, outdoor lighting or any other service that may be provided is not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. Clever criminals can defeat almost any kind of criminal deterrents. Owner representatives or drive-through services, or even the police, cannot physically be every place at every moment of the day or night. Owner assumes no duties of security, except to proceed with diligence to repair any such system after actual notice that they are defective. Owner reserves the right to cancel or reduce any security-related mechanism or personnel listed above, if provided, at any time. Remember to call the police first if trouble occurs or if potential crime is suspected. Please read and follow all recommendations in the "TAA GUIDELINES FOR RESIDENTS SECURITY", which has been furnished for you.

Notice is hereby given that when your rent is delinquent the management will exercise it's statutory right to change or modify your door lock under the authority of Section 92.0081C of the Texas Property Code,

**As required by the statute, by calling the above number the key may be obtained at any hour from an owner representative regardless of whether you pay the delinquent rent at the time of picking up a key.**

This notice serves as the only advanced notice that you will receive and will remain a part of your lease for the duration of your residency and may be transferred.

**Make Readies ( making your new home ready to move-in):** Please note that **no oral agreements have been made regarding move-in condition.** It is at the manager's discretion as to what will be done to a rental unit after a resident moves out. Every effort is made to clean a unit, and perform maintenance, but due to the volume of apartment turnover at seasonal times of the year, it is almost impossible to catch every maintenance item to perfection. Please bear with the office and maintenance staff upon move-in, in making repairs following your move-in.

**Here are a few important notes:**

- Pest Control is **NOT** provided, unless otherwise stated.
- All leases are contingent upon application verification and owner approval.
- Rent is **due** on the **first** and *late after the fifth* of each month, late fees will be assessed thereafter and until all monies are paid in full.
- Absolutely no cars or boats parked on lawn. **ONLY IN AUTHORIZED AREAS.**
- **When leasing season approaches (April, May, June, July and August), we will be using your unit to show potential residents. We will try to give you as much notice as possible, striving for the day prior to the appointment. Otherwise we will call before we come and leave our card, so you are aware of our presence. Please EXPECT our agents to show your unit every day.**

INITIALS: \_\_\_\_\_ (pg.4, sec. 28 of lease contract)

- **NO CASH IS ACCEPTED. "ONLY" One personal check per unit will be accepted.**

The address and unit number must accompany payment. Checks which have no address on them are subject to late charges as if the rent had not been paid.

- **NSF:** After one personal check is returned for insufficient funds, no further personal checks will be accepted from that resident.
- **SUBLEASING:** Subleasing may only be done with the management's written permission. The subleasing fee of **\$300.00**, must be paid at the time the new lease is written.

Initials \_\_\_\_\_

- **NO PETS**, animals or reptiles of any kind **without written approval from management.**

### ***OUTSIDE AREA***

Residents are responsible for the exterior as well as interior cleanliness of their unit. No clotheslines, bedding, personal clothing, bicycles, cleaning items, or trash shall be left on porches/walkways at any time. Please keep porches and stairwells swept. No signs or advertising material will be permitted.

No washing or repairing of cars will be permitted. **ALL inoperable vehicles will be towed at owner's expense even from parking spaces.** Please observe the handicap parking spaces. These are reserved for tenants with a handicap. Those vehicles must be properly marked.

### ***SWIMMING POOL***

The swimming pool (and surrounding courtyard) is reserved exclusively for the residents of the apartment community. Tenant(s) and guests shall abide by the pool rules and take care in its use. **NO LIFEGUARDS ON DUTY.**

### ***CONDUCT / NOISE***

The conduct of residents and/or residents' guests shall not disturb the rights, comforts, or conveniences of other persons in the apartment community. An arrest of any resident or occupant for a felony offense, or misdemeanor offense for theft, assault, or D.W.I. shall be grounds for eviction. If resident(s) is evicted, all rents will be accelerated for the remainder of the lease term and shall be due upon eviction.

Children shall be monitored by their parents/guardian at all times.

Be considerate of your neighbors in regard to the volume of TVs, stereos, and radios. The resident's family and guests shall have due regard for the comfort and enjoyment of all other residents in the community. If any resident or guest fails to abide by the guidelines, feel free to report to management or call the police.

### ***MAINTENANCE***

- **HOW TO REQUEST MAINTENANCE REPAIRS:** It is best to request repairs in writing. We will also accept emergency repairs over the phone. Call our office during office hours. If the call is made after hours, our answering service can take your order. Please note that the only types of maintenance that will be handled after hours or on weekends, will be emergency maintenance. This includes flooding of an apartment, loss of utilities, and loss of refrigeration. Air conditioner and heating problems are not an emergency if the outside temperature is above 32°F and below 95°F and will be handled the next business day. If you insist on after hour service you will be responsible for the cost differential of the after hour service call charge.
- We would like to take care of all maintenance requests as quickly as possible. Under most circumstances, the owner will pay for maintenance. However, if the maintenance is caused by negligence on the part of the resident, the cost will be charged back to the resident, and management will expect prompt reimbursement.
- Your move-in condition/inventory form must be turned in within one week after your move-in date.
- No move-in maintenance will be issued on your unit until the form is returned.
- Report all water leaks immediately. If you can, turn the water supply off.
- All window breaks are the responsibility of the resident.
- All screens are the responsibility of the resident. Please account for them on move-in.
- The following list may help you in checking for routine problems that may occur.
- For power failures of any type, or if appliances or A/C systems are not functioning, check your breaker box. It is usually located in one of the closets inside your dwelling unit. Many times a breaker will be tripped.
- Please rinse all dishes and other items thoroughly before placing them in the dishwasher to prevent backups. If you have problems with a phone jack, contact the phone company. Ask them if there is more than one line connected to your dwelling unit. If so, the line will have to be rewired. We recommend that you acquire the phone company's inside wire maintenance plan, which **covers the costs of repairs to the line.**
- **Locks may not be changed without owner's permission. LOCK-OUTS ARE NOT THE RESPONSIBILITY OF THE MANAGEMENT:** To reduce the amount of lockouts, a \$25.00 minimum lockout fee will be charged after office hours. Identification will be required for anyone picking up a key, and they must be listed on the lease.
- **A/C filters:** must be changed every 4-weeks and be present and clean upon move-out.  
**CAUTION:** To prevent A/C unit from freezing up, thermostat, should never be set lower than 68 degrees. You will be responsible for any damages to the A/C unit due to negligence with filter or temperature. If the problem of the A/C unit is a result of a dirty air filter, residents will be charged **\$50.00** to replace the filter. If the A/C coils are found to be dirty because of non-use of filter, or because of a dirty filter, the residents will be charged **\$100.00** to clean the A/C coils.

Initials \_\_\_\_\_

**The tenant is responsible for the following items except upon initial move-in:**

- Tenant must maintain heat and constant dripping faucets, during the winter months at all times. Damages (repairs) caused by tenant not maintaining heat will be the responsibility of the tenant.
- Light bulbs are the tenants' responsibility and should all be present and operational upon move-out.
- Tripped breakers must be reset by the tenant. This includes GFCIs in baths and kitchens as well as the disposal reset button. If you have an appliance that is not functioning, or if a wall plug is out, or if you have no electricity, please check and reset any breakers prior to making a service request.
- Clogged plumbing is always the tenants' responsibility. **Use a plunger before making a service request.**
- Tenant-induced damages are the tenants' responsibility. The cost of repairs will be charged to the resident.

***PLUMBING***

- No articles should be placed down toilets other than toilet paper.

**PAPER TOWELS, SANITARY NAPKINS, AND DIAPERS** should never be flushed down toilets.

The resident(s) will be totally responsible if any of these items are found in plumbing lines.

In case of stoppage and overflows, **TURN OFF WATER**. Valve to turn off water is located behind commodes and under the sinks. If water overflows onto carpet, clean up as much water as possible and call office immediately. A service charge will be assessed if one of our maintenance men or a plumbing company is needed to unclog your commode, sink, or tub due to your negligence. (Removing hair from the drain will be considered a tenant charge.)

***APPLIANCES***

Disposal: Keep cold water running at all times while the disposal is in operation. **DO NOT** put corncobs, paper, celery, banana peels, wire, bones, grease, stringy vegetables, rice, excessive amounts of food, or egg shells in the disposal. Also, **DO NOT** put any non-food items in the disposal such as bottle caps, wood or metal objects, etc.

There is a reset button on the bottom of your garbage disposal. Please try the reset button before calling the office for maintenance. Should you cause stoppage or damage, with any items or like items listed above, you will be charged for repair or replacement of disposal

***DISHWASHER***

**DO NOT** use soap or detergent other than those specified for Automatic Dishwasher. All dishes must have food wiped off before placing in dishwasher.

***GREASE FIRES - NEVER PUT WATER ON GREASE FIRES:***

- In case of fire, first call the fire department, then notify management of situation.

**WHAT YOU SHOULD DO IN CASE OF FIRE**

1. Plan two escape routes.
2. Know two possible escape routes from each room.
3. **DO NOT OPEN A DOOR THAT IS HOT.**
4. Keep doors and windows closed.
5. **NEVER** re-enter a burning building.
6. Have a meeting place outside of the building where family members can meet.

***SMOKE DETECTOR INSTRUCTIONS:***

- The smoke detector is designed to sense the visible and invisible products of combustion created by fire. It may require a 9-volt battery if it is not electric. You will need to periodically check the battery to see if it is working.
- It is your responsibility to check if smoke detector is properly working - **DO THIS OFTEN.**
- Your smoke detector is designed to provide the earliest possible warning of fire or smoke. It cannot be expected to protect against such occurrences as fires from smoking in bed, violent explosions, or escaping gas
- Check your smoke alarm upon move-in and **IMMEDIATELY** report any malfunctions. After you have taken occupancy, if your smoke detector battery is inoperable, you are responsible for changing the battery. Please test smoke detector periodically.

Initials \_\_\_\_\_

**GENERAL**

- No barbecue pits will be allowed under the eaves. Please use them in the open area.
- 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.
- No foil is to be put on windows as a shield.
- The management reserves the right to make any other reasonable rules from time to time as is necessary to enhance the beauty and upkeep of the premises and comfort of the residents. Notice of any additional rules and regulations will be given to residents in writing.
- We recommend that you obtain renter's insurance for your personal belongings. The owner's insurance does not cover any of your items.
- We recommend that you participate in the operation I.D. program provided by the local police department. This is a matter of engraving your personal items so that the police department can identify them if they are stolen.

**OPEN-FLAME COOKING DEVICES: COLLEGE STATION'S ORDINANCE, EFFECTIVE 01/01/02**

**307.5 Open-flame cooking devices.** Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

**Exceptions:**

1. One- and two-family dwellings.
2. Where buildings and decks are protected by an automatic sprinkler system.

**307.5.1 Liquefied-petroleum-gas-fueled cooking devices.** LP-gas burners having a LP-gas container with a water capacity greater than 2.5 pounds (1.14 kg) [nominal 1 pound (.454 kg) LP-gas capacity] shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exception: One- and two-family dwellings.

**EXHIBIT "A" – SECTION 1: FIRE PREVENTION CODE B. AMENDMENTS TO THE INTERNATIONAL FIRE CODE.** The international Fire Code, as referred to above is hereby amended as follows:

3. Section 307.5 shall be amended by deleting exception 2.
4. Section 307.5.1 shall be amended to read LP-gas burners shall not be located on combustible balconies or within 10 feet (3048 mm) of combustible construction.

**Exception:** One- and two-family dwellings.

**I have read and hereby accept these policies. I have received a copy.**

**Residents:**

**Date:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The comfort and convenience of all our residents is our primary concern. Any suggestions will be welcomed.**



TEXAS ASSOCIATION OF REALTORS®
BED BUG ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_

A. REPRESENTATIONS:

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

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

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

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

C. TREATMENT:

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

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

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



Bed Bug Addendum concerning: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

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

\_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_

\_\_\_\_\_  
Tenant Date

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_



**PET POLICY**

**All pets must be approved, in writing, by Management and the owner of the property before allowing the pet on the premises.**

**Under no circumstances will pets be allowed on new carpet.**

**All pets must be at least two years of age and must not weigh more than 30 lbs.**

**If approved:**

**A minimum pet deposit of \$400.00** (paragraph 4, Animal Addendum) is required. This amount is for 1 pet only.

- **A nonrefundable fee of \$200.00** will automatically be deducted from the pet deposit
- **Any damage caused by pet will be deducted from deposits.** If damages exceed amount of the deposits then the remainder of the damage will be the residents' responsibility (paragraph 16, Animal Addendum).
- **All residents of property are responsible** for pet and damaged caused by pet (paragraph 18, Animal Addendum).

**Pets not allowed** under any circumstance:

- Pit Bulls
- Rotweillers
- Shepherds
- Doberman Pinchers
- Chows
- Boxer
- Ferrets

**Pet Violation**

If pet is found **without written approval** there will be a **\$100.00 fine for each pet** and an additional \$10.00 charge each day there after. If resident fails to comply with the terms of the lease, the residents will be evicted as per the lease contract and all deposits will be forfeited (Lease Contract).

Resident(s) signature:

Date:

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**Pet Photo:**



TEXAS ASSOCIATION OF REALTORS®

PET AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2018

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_

NOTICE: An assistance animal is not a pet. Do not use this agreement if animal is an assistance animal.

A. PET AUTHORIZATION AND PET DESCRIPTION:

- (1) Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.
(2) Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_
Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_
Neutered? [ ] yes [ ] no Declawed? [ ] yes [ ] no Rabies Shots Current? [ ] yes [ ] no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_
Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_
Neutered? [ ] yes [ ] no Declawed? [ ] yes [ ] no Rabies Shots Current? [ ] yes [ ] no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_
Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_
Neutered? [ ] yes [ ] no Declawed? [ ] yes [ ] no Rabies Shots Current? [ ] yes [ ] no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_
Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_
Neutered? [ ] yes [ ] no Declawed? [ ] yes [ ] no Rabies Shots Current? [ ] yes [ ] no

B. CONSIDERATION: In consideration for Landlord's authorization for Tenant to keep the pet(s) described in Paragraph A on the Property, the parties agree to the following. (Check any one or any combination of the following.)

- [ ] (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord a pet deposit of \$ \_\_\_\_\_. The pet deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the pet is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.
[ ] (2) The monthly rent in the lease is increased to \$ \_\_\_\_\_.
[ ] (3) Tenant will, upon execution of this agreement, pay Landlord \$ \_\_\_\_\_ as a one-time, non-refundable payment.

C. PET RULES: Tenant must:

- (1) take all reasonable action to insure that any pet does not violate the rights of other persons;
(2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any pet;

(TAR-2004) 2-1-18 Initialed for Identification by Tenants: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and Landlord: \_\_\_\_\_, \_\_\_\_\_ Page 1 of 2

- (3) keep the rabies shots of any pet current;
- (4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
- (5) confine any pet other than a dog or cat in appropriate cages at all times;
- (6) promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any pet.

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

**E. DISCLOSURE CONCERNING PETS:**

(1) Is Tenant aware of whether any of the pets described under this addendum has ever bitten or injured another person?  Yes  No  
 If yes, explain: \_\_\_\_\_

(2) Is Tenant aware of whether any of the pets described under this addendum has any propensity or predisposition to bite or injure someone?  Yes  No  
 If yes, explain: \_\_\_\_\_

**F. TENANT'S LIABILITY:**

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

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

**H. DEFAULT:** If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

**I. SPECIAL PROVISIONS:**

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

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

\_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_

\_\_\_\_\_  
Tenant Date

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_



TEXAS ASSOCIATION OF REALTORS®

**ADDENDUM REGARDING LEAD-BASED PAINT**

*For use in the lease of residential property built before 1978.*

**ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_**

**A. LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

**B. DISCLOSURE:**

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property: \_\_\_\_\_

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here: \_\_\_\_\_

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. TENANT'S ACKNOWLEDGEMENT:**

(1) Tenant has received copies of all information listed in Paragraph B.

(2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

**D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:**

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.

(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

**E. CERTIFICATION OF ACCURACY:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Listing Broker/Agent or Property Manager Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Other Broker/Agent Date

\_\_\_\_\_  
Tenant Date



### **Resident Qualification Policy**

This company will not discriminate against any person based on race, sex, religion, age, color, familial status, national origin or handicap.

The following guidelines will be used in evaluation of your application for residency.

Equity Real Estate Management has three requirements that must be fulfilled before any lease is approved. If any of the three is lacking in satisfactory information, then a guaranty of lease will be necessary

### **Our Privacy Policy Is Available To You Upon Request**

#### **Qualifications for Each Applicant:**

##### **Employment/ Income Verification:**

- a. Current employment must be at least one year, and/or provide signed verification from new employer on company letterhead.
- b. Self-employed, must provide 2 year income statement or 6 months of bank statements.
- c. Monthly income equivalent to 3(three) times the monthly rental amount.
- d. Social security, child support, and/or AFDC income support document must be presented if this is to be included in your gross monthly income.

##### **Rental Verification:**

- a. Applicant must have previous rental history that can be verified. Phone number is required.
- b. Home ownership must be verified by cancelled checks for a period of 12 consecutive months or letter from mortgage company.
- c. Option: Lease guarantor and /or payment of additional deposit and payment of lease in entirety at signing of lease contract.
- d. We do not accept relatives as landlord references.

##### **Credit Report:**

- a. Credit report will be run on all applicants by Tenant Tracker Consumer Reporting Agency.
- b. All reports must have no bankruptcy, court judgment, tax lien, foreclosure, repossession, or collection account, within the last 2 years, to be eligible for approval
- c. Any account that is past due or that is delinquent within the last 12 months must have an approved explanation.

##### **Guaranty of Lease:**

Co-signer / guarantor will be considered but must complete an application for approval under the same guidelines as the applicant.

##### **Foreign Students:**

Foreign and international students must provide a copy of the I-20 and/or bank statement.

##### **Automatic Denials:**

- a. Any collection filed by a property management company.
- b. Any unlawful detainer action or eviction within the past three years.
- c. Any current 3-day notices to vacate.
- d. Any felony offense which has taken place within the last ten (10) years.
- e. If there is a criminal conviction and the applicant has been out of jail/prison less than five (5) years.
- f. If the criminal offense was of a physical or violent nature against either person or property.
- g. If the criminal offense involves firearms, illegal drugs or moral turpitude.
- h. If the criminal offense took place more than ten (10) years ago, or if the person has been out of jail/prison more than five (5) years and has perfect credit and rental history they may be approved. (They may only be approved if this was a onetime offense and was not of physical or violent nature. Multiple offenders will be denied regardless of credit and rental history.)

No property will be put on hold unless we have a signed rental application and a deposit hold agreement with a full security deposit.

Maximum number of people per unit is 2 people per bedroom. *EXCEPTION:* If applicant has a child under six months of age or delivers a new born after leasing then the applicant will be required to move to a larger unit at the end of the lease, provided the child has reached six months of age.

Minimum of 18 years of age to enter into a lease agreement.

**All residents must initial**

\_\_\_\_\_

\_\_\_\_\_

# RENTAL APPLICATION

(979) 696-4464 Office (979) 696-0234 Fax

*Our Privacy Policy Is Available To You Upon Request*

**Date:** \_\_\_\_\_ **Agent:** \_\_\_\_\_

The undersigned hereby makes application to rent

**(Address you are applying for)** \_\_\_\_\_ **Desired move in date:** \_\_\_\_\_

## PLEASE TELL US ABOUT YOURSELF

FULL NAME \_\_\_\_\_ DL# \_\_\_\_\_ State \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Name of Spouse \_\_\_\_\_ DL# \_\_\_\_\_ State \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Number of Dependents (excluding Co-Applicant) \_\_\_\_\_ Phone # \_\_\_\_\_ Spouse Phone #: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Spouse email: \_\_\_\_\_  
Other Occupants (Relationship) \_\_\_\_\_  
(Names) \_\_\_\_\_ (Ages) \_\_\_\_\_  
Pets (Number and Kind) \_\_\_\_\_ (Breed) \_\_\_\_\_ (Weight) \_\_\_\_\_ (Age) \_\_\_\_\_

## PLEASE GIVE YOUR RESIDENCE HISTORY FOR THE PAST 3 YEARS (Beginning With Most Current)

CURRENT ADDRESS \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Month & Year Moved In \_\_\_\_\_ Reason for Leaving \_\_\_\_\_  
Owner or Agent \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Current rent amount \_\_\_\_\_  
PREVIOUS ADDRESS (if within 3 years) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Month & Year Moved In \_\_\_\_\_ Moved Out \_\_\_\_\_ Reason for Leaving \_\_\_\_\_  
Owner or Agent \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
PREVIOUS ADDRESS (if within 3 years) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Month & Year Moved In \_\_\_\_\_ Moved Out \_\_\_\_\_ Reason for Leaving \_\_\_\_\_  
Owner or Agent \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_

## (APPLICANT) PLEASE GIVE YOUR EMPLOYMENT INFORMATION

YOUR STATUS: • Employed Full-Time • Employed Part-Time • Student • Retired • Unemployed

CURRENT EMPLOYER: \_\_\_\_\_  
Dates(s) Employed \_\_\_\_\_ Employed as \_\_\_\_\_ Monthly Gross Income \$ \_\_\_\_\_  
Supervisor \_\_\_\_\_ Supervisor's Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
PREVIOUS EMPLOYER: \_\_\_\_\_  
Dates(s) Employed \_\_\_\_\_ Employed as \_\_\_\_\_ Monthly Gross Income \$ \_\_\_\_\_  
Supervisor \_\_\_\_\_ Supervisor's Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If there are other sources of income you would like us to consider, please list income, source and person (Banker, Employer, etc.) who we could contact for confirmation. You do NOT have to reveal alimony, child support or spouse's annual income unless you want us to consider it in this application.

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_

## (SPOUSE) PLEASE GIVE YOUR EMPLOYMENT INFORMATION

YOUR STATUS: • Employed Full-Time • Employed Part-Time • Student • Retired • Unemployed

CURRENT EMPLOYER: \_\_\_\_\_  
Dates(s) Employed \_\_\_\_\_ Employed as \_\_\_\_\_ Monthly Gross Income \$ \_\_\_\_\_  
Supervisor \_\_\_\_\_ Supervisor's Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
PREVIOUS EMPLOYER: \_\_\_\_\_  
Dates(s) Employed \_\_\_\_\_ Employed as \_\_\_\_\_ Monthly Gross Income \$ \_\_\_\_\_  
Supervisor \_\_\_\_\_ Supervisor's Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If there are other sources of income you would like us to consider, please list income, source and person (Banker, Employer, etc.) who we could contact for confirmation. You do NOT have to reveal alimony, child support or spouse's annual income unless you want us to consider it in this application.

Amount \$ \_\_\_\_\_ Source \_\_\_\_\_

YOUR VEHICLE MAKE/MODEL \_\_\_\_\_ Year \_\_\_\_\_ Tag No. \_\_\_\_\_ State \_\_\_\_\_

SECOND VEHICLE MAKE/MODEL \_\_\_\_\_ Year \_\_\_\_\_ Tag No. \_\_\_\_\_ State \_\_\_\_\_

OTHER VEHICLES \_\_\_\_\_

HAVE YOU EVER: Filed for bankruptcy? • No • Yes Been evicted from tenancy? • No • Yes

Willfully or intentionally refused to pay rent when due? • No • Yes

Ever been charged with or convicted of a criminal offense? • No • Yes

Received deferred adjudication? • No • Yes

Please give any additional information which might help management evaluate this application:

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

If management has any questions about this application, please give PHONE NUMBERS where you can be located:

DAY PHONE(S) \_\_\_\_\_

NIGHT PHONE(S) \_\_\_\_\_

CELL PHONE(S) \_\_\_\_\_

EMERGENCY CONTACT'S NAME: \_\_\_\_\_ PHONE #: \_\_\_\_\_

**I RECOGNIZE THAT AS A PART OF YOUR PROCEDURE FOR PROCESSING MY APPLICATION, AN INVESTIGATIVE CONSUMER REPORT MAY BE PREPARED WHEREBY INFORMATION IS OBTAINED THROUGH PERSONAL INTERVIEWS WITH MY NEIGHBORS, FRIENDS, AND OTHERS WITH WHOM I MAY BE ACQUAINTED. THIS INQUIRY INCLUDES INFORMATION AS TO MY CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, AND MODE OF LIVING. I UNDERSTAND THAT I MAY HAVE THE RIGHT TO MAKE A WRITTEN REQUEST WITHIN A REASONABLE PERIOD OF TIME TO RECEIVE ADDITIONAL, DETAILED INFORMATION ABOUT THE NATURE AND SCOPE OF THIS INVESTIGATION.**

The above information, to the best of my knowledge, is true and correct.

Signature of Applicant \_\_\_\_\_ Date Signed \_\_\_\_\_

**APPLICANT: PLEASE DO NOT WRITE BELOW**

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





## DEPOSIT HOLD AGREEMENT

DATE: \_\_\_\_\_

I or We, \_\_\_\_\_

\_\_\_\_\_ hereby agree that this deposit in the amount of \$ \_\_\_\_\_ is being placed with Equity Real Estate, Inc. to hold the rental unit located at

\_\_\_\_\_.

**In the event:**

- We lease the apartment, the amount will be credited toward the security deposit for the unit.
- We choose not to take the apartment or rental unit, then we agree that this amount will be forfeited to Equity Real Estate, Inc.
- We also agree that the deposit amount will be returned to us in the event that we are not approved for the property.
- If the bank for any reason returns our deposit check, we understand that we will be charged a \$40.00 fee. We also understand that we will be charged a daily fee of \$10.00 from the day the check was deposited until the amount returned is paid in full.

**If all necessary paperwork (including all guaranties, attachments, and addendums) is not received and all parties do not sign the lease within 24 hours from the above date, the lease is subject to cancellation. The rental unit will be put back on the market for lease and you will forfeit your deposit.**

**If we do not comply with the above terms, we will have defaulted on this agreement and agree that no recourse will be taken against Equity Real Estate, Inc. at anytime to recover the above hold deposit.**

*Our Privacy Policy Is Available To You Upon Request*

\_\_\_\_\_  
Signature Phone Email

\_\_\_\_\_  
Signature Phone Email

\_\_\_\_\_  
Signature Phone Email

\_\_\_\_\_  
Signature Phone Email

\_\_\_\_\_  
Signature Phone Email

\_\_\_\_\_  
Equity Representative



## Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>KC Equity Real Estate, Inc</b>	<b>448274</b>	<b>pm@equitybcs.com</b>	<b>(979)693-3700</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>Keith E. Clements</b>	<b>394292</b>	<b>pm@equitybcs.com</b>	<b>(979)693-3700</b>
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date



**Move-in Checklist**

**TO ALL RESIDENTS:**

The following rules and regulations have been carefully considered by the Owners and Management, please read this and give us your full cooperation.

The following must be completed before move-in. **NO EXCEPTIONS!**

- Completed lease, and all other documentation must be signed and approved by the property manager.
- **Utility turn-on receipt must be presented at time keys are issued. If utilities are not in your name, keys will not be issued.**
- All Move-in monies must be paid.
- Keys can be picked up the morning of your move-in day. Any exceptions must be approved by the property manager.
- Upon move-in you will receive a move-in inventory form and a maintenance reminder to do list.

The comfort and convenience of all our residents is our primary concern. Any suggestions will be welcomed.

Thank you for your cooperation.

Date \_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_

**Resident Initials**

**Make Ready Process**

**\*Please note:** Upon move-in, these are the items that will be completed:

- Painting - a touch up or a full paint (owner's discretion)
- General Maintenance – Items will be repaired.
- Carpet Cleaning - Steam cleaning and pet defleaing, if necessary, will be completed.
- Cleaning – The entire unit will be professionally cleaned.

**Resident Requests:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**\*Please Note:** The unit will NOT be made brand new upon your move-in. We will do our best to correct any problems and make your unit enjoyable to live in. Please remember that in order to have something completed, other than the make ready process, it must be in the lease under special provisions.

Example: new carpet or a new fence. These items are not guaranteed unless agreed upon by the owner or the owner's representative.

Date \_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_ X\_\_\_\_\_

**Resident Initials**



## Release of Information

I reside at \_\_\_\_\_ and I give College Station Utility Company or BTU permission to discuss my utility account pertaining to the above address with a representative of Equity Real Estate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date



## Move-In Reminders

Please have the utilities that have an X in the box turned on before your move-in day and bring the verification of the connection (BTU) or initiation (CSU) date with you.

### Utilities:

- Bryan Texas Utilities (BTU)**  
979-821-5700  
205 East 29<sup>th</sup> Street  
Bryan, TX 77802  
Hours: Mon - Fri 8 a.m. – 5 p.m.  
<http://www.btutilities.com>  
**\*MUST HAVE VERIFICATION OF CONNECTION DATE TO RECEIVE KEY.**

- College Station Utilities (CSU)**  
979-764-3535  
310 Krenek Tap Rd.  
College Station, TX 77840  
Hours: Mon – Fri 8 a.m. – 5 p.m.  
<http://www.cstx.gov>  
**\*MUST HAVE VERIFICATION OF INITIATION DATE TO RECEIVE KEY.**

### Water:

- Wellborn Special Utility District**  
979-690-9799  
P.O. Box 250  
Wellborn, TX 77881  
Hours: Mon - Fri 8 a.m. – 5 p.m.  
<http://www.wellbornsud.com>

- Wickson Crk. Special Utility District**  
979-589-3030  
8770 E. Highway 21  
Bryan, TX 77808  
Hours: Mon – Fri 8 a.m. – 5 p.m.  
<http://www.wicksoncreek.com>

### Gas:

- Atmos Energy**  
800-460-3030  
297 N. Earl Rudder Freeway  
Bryan, TX 77802  
Hours: Mon – Fri 8 a.m. – 5 p.m.  
(Deposit Varies)  
[www.atmosenergy.com](http://www.atmosenergy.com)

### Local Internet & Cable Options:

- SuddenLink
- Frontier
- Direct TV – EQ Deposit Required
- Dish Network – EQ Deposit Required

Address: \_\_\_\_\_

Move-In Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

Move-In Rent: \_\_\_\_\_ Pet Deposit: \_\_\_\_\_ Other Money Owed: \_\_\_\_\_

Total Due: \_\_\_\_\_ on \_\_\_\_\_

- Any additional questions or concerns and key pick-up **must** be handled through the front office at Equity Real Estate.
- Please print this lease after signing it; you will need it for your utilities hook-up.
- Keys cannot be picked up until your move-in day. **You will come to the office with or have emailed your proof of utilities to Equity** at [pm@equitybcs.com](mailto:pm@equitybcs.com).

3016 E. Villa Maria    Bryan, TX 77803  
Phone (979) 696-4464    Fax (979) 696-0234  
[www.equitybcs.com](http://www.equitybcs.com)

Office Hours . . . M-F 8 a.m. – 5 p.m.    Sat 10 a.m. – 2 p.m. (March – September)



Equity Real Estate  
110 Navarro Dr. STE 200  
College Station, TX 77845  
(979)696-4464  
[pm@equitybcs.com](mailto:pm@equitybcs.com)  
[www.equitybcs.com](http://www.equitybcs.com)

## LEASING VOUCHER - OUTSIDE REAL ESTATE AGENT

DATE: \_\_\_\_\_

AGENT: \_\_\_\_\_

PROPERTY LEASED: \_\_\_\_\_

TENANT (S) NAME: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TERMS OF LEASE DATE: M/I \_\_\_\_\_ TO: M/O \_\_\_\_\_

AMOUNT OF RENT PER MONTH: \$ \_\_\_\_\_

FEE DUE TO AGENT(%) \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_