

Lease Concerning: _____



RESIDENTIAL LEASE AGREEMENT

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

1. PARTIES AND OCCUPANTS

The parties to this lease are:

Landlord: _____

Landlord: _____

Tenant(s): _____

Tenant(s): _____

Tenant(s): _____

Tenant(s): _____

2. PROPERTY

Landlord leases to Tenant the following Real Property:

Address: _____

City: _____ ZIP: _____

Legal: _____

County _____, Texas. Including the following non-real-property items considered collectively as the "Property"

3. TERM

Commencement Date shall be the date this Agreement is fully signed by all parties.

Move in Date: _____

Expiration Date: _____

4. AUTOMATIC RENEWAL OF LEASE

This lease automatically renews on a month-to-month basis unless the Landlord or Tenant provides the other party written notice of termination no later than _____ days before the lease expiration date. Oral notice of termination is not sufficient under any circumstances. Should the

number of days not be filled in the default will be 60 days.

If Landlord or Tenant fails to provide the other party timely written notice of termination as required, the lease automatically renews on a month-to-month basis.

This lease will continue to renew on a month-to-month basis unless either party provides the other with a written notice of termination no later than 60 days before the lease expiration date.

The notice of termination given by either party will be effective on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date. This also applies to Military Early Termination in accordance with **SERVICEMEMBERS CIVIL RELIEF ACT ("SCRA") 50 U.S.C. App. §§501-597b1.**

4.1 MONTH TO MONTH RENT INCREASE

If this lease agreement automatically extends into a month-to-month basis, the monthly rent payment will increase by the following unless otherwise agreed to in writing for any lease extensions.

The original monthly rental rate plus:

- a. 20% of the monthly rental rate in the form of increased rent.
- b. \$100.00 monthly in the form of a month to month administrative fee due on the first of each month.

4.2 DOCUMENT PREPARATION

A document preparation fee is required each time documents are created. The associated fees for this are: a. \$100.00 to create the original lease agreement, \$50.00 for executed lease extensions and, if approved, \$100.00 for amendments or changes required by tenants such as tenant change outs, tenant requested changes in dates, etc.

4.3 RISK MITIGATION FEE

Tenants: _____ & Landlord or Landlord's Representative: _____

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At time of Application and prior to lease signing, the undersigned tenant was offered an opportunity to lease the home in accordance with the guidelines for a possible Risk Mitigation Fee based on their combined credit scores. Tenant agrees to offer an additional risk mitigation fee in the amount of \$_____ due at lease commencement. Tenant has agreed with all the terms and conditions of this fee prior to applying for this property and signing this lease. This administrative fee is non-refundable, and will be retained by the Broker.

5. RENT

A. **Monthly Rent:** Tenant will pay Landlord monthly rent in the amount of \$ _____ for each full month during this lease. The first full month’s rent is due and payable only by cashier’s check, electronic payment, money order or ACH.

Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before the first day of each month during this lease. Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

B. **Prorated Rent:** On or before the move in date listed in Paragraph 3, Tenant will pay Landlord \$ _____ as prorated rent from the move in date through the last day of the month in which this lease begins.

C. **Place of Payment:** Tenant will remit all amounts due to Landlord under this lease to:

1836 Realty, LLC

1704 ½ South Congress, Suite E, Austin, TX 78704

DROP BOX PAYMENTS: Tenants are highly discouraged from making rental payments through our office Drop Box. Tenant acknowledges that any payment not received because of break in, theft, weather damage, or misplacement of dropped off payment is the sole responsibility of the tenant to incur and replace any losses.

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

D. **Method of Payment:**

1. Tenant may not pay rent in cash and will pay all rent by: cashier's check, electronic payment, money order, ACH, or personal check.
2. A \$1.00 Convenience Fee is applied for to all ACH Payments made through the On-Line Tenant Portal. Additional fees for the use of credit cards may be applied by 3rd party credit card service providers for the use of that service. The ACH feature is provided to make paying rent as easy as possible. The convenience fees helps offset the cost of this service.
3. A \$10.00 Convenience Fee is applied to all other forms of payment defined as In-Person payments to include payments made in person, through the mail, or by our 24/7 Drop Box including checks, money orders, etc. This is not applicable to security deposits of any funds required to be paid in advance of the initial move in date.
4. Landlord requires 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.
6. After the 5th day of each month payments will only be accepted in certified funds. Therefore, the fee for submitting this type of payment as listed in Paragraph D(3) of this section will be waived after the 5th of the month.

E. **Tenant Services Technology Fee:** 1836 provides many online and 24/7 tenant services other property management companies do not. These support services include a 24/7 maintenance support line with the authority to dispatch help anytime and a team of people to ensure maintenance requests that you submit are received, assigned and processed in a timely manner. Tenants will be responsible for a monthly technology fee of \$7.00 to offset the cost of these services.

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Services include but are not limited to online tenant portal, online maintenance requests, electronic statements, electronic forms for paperless and mobile signatures a team to support maintenance requests and processing and a 24 Hour Live Maintenance Hotline that can troubleshoot, document emergencies and & dispatch vendors when appropriate.

Tenant Services include tenant’s liability insurance, if applicable, online portal and payments, 24/7 live maintenance and troubleshooting support, dedicated team to ensure proper maintenance processes and more.

5.1 DUE AT LEASE SIGNING

Total Security Deposit Due: \$ _____

The security deposit should be paid separate from all other payments and may be required in certified funds within 48 hours of signing the lease. These funds are held in a trust account. Failure to deliver the full security deposit to the landlord or the landlord's representative within 48 hours of signing the lease permits the unilateral termination of this lease at the discretion of the landlord. Time is of the essence with the security deposit as with earnest money for a purchase transaction.

- A. Risk Mitigation, if applicable: \$ _____
- B. Lease Preparation: \$100.00

Total due at lease signing: \$ _____

5.2 DUE ON MOVE IN DATE

- A. Pro-rated Rent: \$ _____
If applicable based on move in date
- B. First Month’s Rent: \$ _____
If applicable based on move in date.
- C. Pet Administration Fee: \$ _____
If applicable.
- D. Tenant Liability Insurance: \$ _____
If applicable, tenants may opt. out; Sec. 29.
- E. Other Charges: \$ _____
If applicable for special requests.

Total Due on move in date: \$ _____

**All funds must be received prior to Move-In and receiving keys to the home.*

5.2 SUMMARY OF MONTHLY CHARGES

- A. Rent in the amount of: \$ _____

- B. Tenant Liability Insurance: \$ 12.00 per month;
IF Tenant Opt Out Approved: \$ = 0
- C. Payment Processing Fees: \$1.00 for online payments – or \$10.00 for in person and mailed payments
- D. Tenant Services Technology Fee: \$7.00 per month
- E. Total Online ACH Payment: \$ _____
- F. Total In-Person Payment: \$ _____

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 **2nd day of each month** no later than 11:59 PM, Tenant will pay Landlord for each late payment:
 1. An initial late charge equal to 5% of one month's rent; and
 2. Additional late charges of \$20.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed the equivalent of one month's rental payment.
- B. For the purposes of paying rent and any late charges, the mailbox or 24/7 Drop Box is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 28.
- C. I acknowledge that 1836 Property Management has a Zero Tolerance Policy for late rent payments and will not waive or negotiate late fees. Fair Housing Laws require that we treat every tenant equally, and the only way to do that is to enforce the rules the same way for everyone. We enforce late fees and other fees the same for all tenants.

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7. RETURNED PAYMENT

Tenant will pay Landlord \$75.00 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 starting from original due date until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. APPLICATION OF FUNDS

Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligation of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges, fines for lease violations, and then to any rent due.

8.1 SERVING NOTICES

The following will serve as fees associated with notices served due to the tenant's failure to maintain the obligations of this lease. \$100.00 charge will be assessed for each Notice to Vacate served or posted to the home for any reason. Certified Letter mailings are \$25.00. HOA & Lease Violation Notice \$25.00 plus any fine charged by the homeowner's association. This applies to any and all notices received as the result of an HOA rule violation. If 1836 Property Management has to re-inspect the property to verify the violation has been remedied a trip charge will apply as stated in Paragraph 19 of this lease.

8.2. CREDIT REPORTING, VERIFICATIONS AND COLLECTIONS

- A. If Tenant fails to fulfill the terms and obligations set out within this lease, a negative credit report reflecting the tenant's credit may be submitted to one or more credit reporting agencies.
- B. 1836 Property Management is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until the tenant has given notice of termination of this lease and nor when tenant is not in breach of this lease. The charge to provide

written verification is \$25.00.

9. UN-AUTHORIZED ANIMALS

Check this box if NO animals are authorized in this lease.

- A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).
- B. If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, Landlord may take the following action:
 1. declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 28;
 2. charge Tenant, as an additional administrative penalty, the initial amount of 50% of one month's rent and \$50 per day thereafter per animal for each day Tenant violates the lease agreement;
 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 the Tenant the Landlord's cost to remove any unauthorized animal, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, and repair any damage to the Property caused by the unauthorized animal.

9.1. AUTHORIZED ANIMALS

Check this box if animals ARE authorized in this lease.

Tenant may keep the following Animal(s) on the Property.

TYPE: _____ BREED: _____ AGE: _____

GENDER: _____ WEIGHT: _____ COLOR: _____

Tenants: _____ & Landlord or Landlord's Representative: _____

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TYPE: _____ BREED: _____ AGE: _____

GENDER: _____ WEIGHT: _____ COLOR: _____

TYPE: _____ BREED: _____ AGE: _____

GENDER: _____ WEIGHT: _____ COLOR: _____

Tenant will pay landlord a one-time administration fee in the amount of \$250.00 Per Approved Animal.

Total Pet Administration Fee: \$ _____

Tenant will allow for a yearly animal inspection of the home to include the annual inspection fee of \$100.00.

Tenant may not substitute any other animal from the list above without written consent from the landlord.

9.2. ANIMAL RULES

Tenant must comply with the following:

- A. Take all reasonable action to insure that any animal does not violate the rights of other persons.
- B. Comply with all applicable statutes, ordinances, restrictions, home owner's association rules, or other enforceable regulations regarding any animal.
- C. The animal at all times must have current rabies shots and licences required by law.
- D. Confine any animal that is a dog or cat, when outside, by fences or on leashes under Tenant's control.
- E. Promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, parches, patios, courtyards, and decks. Failure to remove all waste will result in charges to the tenant for the cost of waste removal.

F. **ACCESS:** Tenant must remove or confine

any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to property in its entirety as permitted by the lease. This includes but is not limited to periodic property checks. Failure to ensure animals are properly confined, limiting access, will result in a trip charge as listed in Paragraph 19 of this lease.

G. **LIABILITY:** Tenant is responsible and liable for the entire amount of damage to the Property or any item in the property, personal injuries to any person, and any damage to any person's property caused by any animal. This provision applies to all parts of the home to include carpets, drapes, doors, walls, wallpaper, windows, screens, furniture, and appliances as well as landscaping or any other improvements. If an item may not be satisfactorily cleaned, tenant will pay for the replacement cost.

H. **ASSISTANCE OR SERVICE ANIMALS:** When allowed by applicable laws, we may require written verification on or make other inquiries regarding the disability-related need for assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for an authorized assistance or service animal. Except as provided by law, all other provisions of this lease apply.

I. **PET RELATED MOVE OUT INFORMATION:** Tenant will pay any reasonable costs that are necessary to clean, deodorize, de-flea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, fences, and landscaping. If pets are present at any time during the lease an enzyme or pet treatment(s) is required to be applied to carpets as needed as part of the tenant required move out carpet cleaning.

9.3 ANIMAL INDEMNIFICATION

Tenants: _____ & Landlord or Landlord's Representative: _____

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

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 certified funds only to include Cashier's Check or Money Order. "Security Deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposit Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.

B. **Commencement of Lease Agreement:** At the signing of this document, the security deposit will be governed in accordance to this lease agreement and property code. In the event the tenant does not occupy the home for any reason, the security deposit, and all associated fees with this lease will be forfeited to 1836 Property Management.

C. **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.

D. **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 on 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 the**

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 three times the rent wrongfully withheld and the landlord's reasonable attorney's fees.**
3. **The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of tenant's forwarding address, after which the landlord has 30 days in which to account.**
4. **View the Texas Property Code at the Texas Legislature's website:**

<http://www.statutes.legis.state.tx.us/>

E. Deductions:

1. Landlord may deduct reasonable charges from the security deposit for the following but not limited to:
 - a. damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - b. costs for which Tenant is responsible to clean, deodorize, remove garbage, exterminate, and maintain the Property;
 - c. unpaid or accelerated rent;
 - d. unpaid late charges or admin fees;
 - e. unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property 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 Property if made inaccessible by Tenant;
 - j. missing or burned-out light bulbs;
 - k. packing, removing, and storing abandoned property;
 - l. removing abandoned or illegally parked

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- vehicles;
- m. costs of re-letting (as defined in Paragraph 28), 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 or notice posting costs associated with sending notices to Tenant for any violations of this lease;
- p. any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- q. cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord

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

11. Utilities

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

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

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

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

Failure to adhere to the above will result in a fee of \$50 per utility provider charge plus the cost of reconnecting service and any required deposits.

12. USE AND OCCUPANCY

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

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

C. **Prohibitions:** Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, play-scape or any item which may cause a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

12.1 HOME OWNERS ASSOCIATION

It shall be the tenant's responsibility to verify that any homeowner's association rules and regulations accurately reflect the tenants use of the property. Failure to abide by any and all homeowner's association rules and regulations

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resulting in notifications of any violation will result in an administrative penalty of \$25.00 for each offense in addition to any fines applied by the homeowner's association. This includes any first time offenses.

Typical violations are related to parking on the street overnight, leaving trash cans in view on days other than trash days, tenants failure to maintain the yard, flowerbeds, shrubs and foliage to acceptable standards. Tenants failure to maintain the foliage may result in the management being forced to remedy the situation and bill the Tenant for the expense plus 10% to arrange and oversee the related work.

The landlord will pay all required payments to the HOA in accordance with the by-laws and covenants associated with that Property. 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.

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).

It is the responsibility of the tenant to seek out information regarding the rules and regulations associated with living in a home governed under a HOA.

13. PARKING RULES

Tenant may not permit more than _____ automobiles on the property not including motorcycles. No recreational vehicles, trailers, ATV's or boats may be parked on the property at any time unless authorized by Landlord in writing. Tenant must also adhere to any HOA guidelines regarding vehicle parking.

14. ACCESS BY LANDLORD

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

the Property and use the photographs or images in any advertisements to lease or sell the Property.

B. **Access:** Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant for prior approval, but may enter the Property at reasonable times without notice to make emergency repairs, survey or review the Property's condition and take photographs to document the condition, exercise a contractual or statutory lien, leave written notices, or seize nonexempt property if Tenant is in default.

C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property landlord may charge Tenant a trip charge as listed in Paragraph 19 of this lease.

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

1. Tenant authorizes Landlord, or Landlords representative to place a key box on the Property containing a key to the Property during the last _____ days of this lease or any annual lease renewal; and

2. Tenant may withdraw Tenant's authorization to place a key box on the Property indicated in Paragraph 14D by providing written notice to Landlord and

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paying Landlord a fee of One Month's Rent as consideration for the withdrawal. No showings of the home will be permitted during this time to coincide with Tenant's written notice to vacate the Property.

- 3. If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 19.
- 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 key box unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION AND DOCUMENTATION

- A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS unless specific changes are included here in writing

_____.
- B. Tenant will complete an Inventory and Condition Form (included with lease), noting any damages to the Property, and deliver it to Landlord within 3 (three) days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. **The Inventory and Condition Form is not a request for repairs.** Tenant must direct all requests for repairs in compliance with Paragraph 18.
- C. Use of 3rd party inspection service required at move in & move out. No greater than \$89.99 per report to be billed to the Tenant's portal upon completion. Tenant to receive a copy of this independent third party report for their records. This is typically shared through the

Tenant's online portal and will contain notes and photographs of the property.

16. MOVE-OUT CONDITION

- A. **Move-Out Condition:** When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear accepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.
- B. **Definitions:**
 - 1. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
 - 2. "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - a. The date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - b. Tenant returns keys and access devices that Landlord provided to Tenant under this lease unless otherwise using Fast and Easy Move Out.
 - 3. "Abandonment" occurs when all of following occur:
 - a. all occupants have vacated the Property, in Landlord's reasonable judgment;
 - b. Tenant is in breach of this lease by not timely paying rent; and
 - c. Landlord has delivered written notice to Tenant, via courier by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 1 calendar day from the date of notice.
- C. **Personal Property Left After Move-Out:**
 - 1. If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may dispose, store, or sell

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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 16.C. for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

16.1 MOVE OUT PROCEDURES

- A. All tenants must provide the Landlord a written notice of their intentions to not renew their lease agreement as stated in Paragraph 4. The notice is effective on the last day of the applicable month following the date on which the notice is given. Landlord is not obligated to prorate rent if Tenant surrenders the Property before termination.
- B. A key box will be placed onto the home to access for approved showings in accordance with Paragraph 14D.
- C. Tenant to have carpets & home professionally cleaned at move out, by vendor approved by mgmt. Receipt required to be provided as proof of services. If pets are present at any time pet treatment is required.
- D. DO NOT PAINT, PUTTY, OR FILL HOLES: All maintenance from Tenant's move out must be performed by 1836 Property Management. Landlords approval required for any painting. Tenant will not touch up the paint upon departure or they may be charged with any additional painting required as a result of any inappropriate touch-ups or paint splatter/spills.
- E. All keys, key cards, electronic keys and garage or gate remotes must be delivered to the office of 1836 Property Management on or before the end of the lease. Rent will not stop being charged until possession of the home is turned over to landlord.

*Optional Fast and Easy Lock box move out procedures are available for a nominal fee. This will save you a trip through traffic during business hours to our office. Ask your manager for details.

- F. Any automatic ACH payments set up by the tenant through the tenant portal must be turned off prior to vacating the home. Failing to turn off the automatic ACH payment feature will lead to the tenant paying an additional month of rent which can only be refunded after funds have cleared. There is a \$75.00 charge to account and refund an accidental rent payment. Accidental payments may be applied to future charges due at no expense.
- G. Use of 3rd party inspection service required at move in & move out. No greater than \$89.99 per report to be billed to the Tenant's portal upon completion. Tenant to receive a copy of this independent third party report for their records. This is typically shared through the Tenant's online portal and will contain notes and photographs of the property. While expenses may go up over time our objective is to provide this service at the lowest cost possible.

16.2. TENANT MOVE OUT CHARGES, FOR FAILURE TO MAINTAIN THE PROPERTY.

Tenant may access a list of charges associated with common actions that go above and beyond the normal lease agreement terms by referencing this lease in combination with the Tenant's Handbook and/or requesting information on any specific charge from their property manager. Repairs are typically handled by the required hourly rate to obtain parts and make repairs plus the cost of supplies.

17. PROPERTY MAINTENANCE

A. Tenant's General Responsibilities:

Tenant, at Tenant's expense, must:

- 1. keep the Property clean and sanitary and dispose of all garbage in appropriate receptacles;
- 2. supply and change heating and air conditioning filters at least once a

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month or tenant may be charged with cleaning HVAC coil;

3. supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
4. maintain appropriate levels of necessary chemicals or matter in any water softener or similar appliance;
5. take action to promptly eliminate any dangerous condition on the Property and notify property manager in writing;
6. take all necessary precautions to prevent broken water pipes due to freezing or other causes;
7. replace any lost or misplaced keys, gate or access cards, remotes etc.;
8. pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
9. remove any standing water;
10. know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
11. promptly notify Landlord, in writing, of all needed repairs. The tenant's portal is the best place for such notices.

B. Yard Maintenance:

Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractor's reasonable access to the yard and will remove any pet from the yard at appropriate times. This does not

excuse the tenant from watering the yard as stated below.

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

C. Pool or Spa Maintenance:

Any pool or spa either above ground or in ground will be maintained by the landlord. Tenant must allow access per arranged times and will be liable for trip charges according to Paragraph 19. Tenant shall be responsible for any and all damage resulting from the tenants use or misuse of pool and spas.

D. Prohibitions:

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

1. remove any part of the Property or any of Landlord's personal property from the Property;

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

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 on the Property;
5. install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
6. alter, replace or remove flooring material, paint walls, or install wallpaper;
7. install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 1;
8. keep or permit any hazardous material on the Property such as flammable or explosive materials;
9. keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
10. dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; or
11. cause or allow any lien to be filed against any portion of the Property.

E. Failure to Maintain:

If Tenant fails to comply with this Paragraph 17 Landlord may, in addition to exercising Landlord's remedies under Paragraph 28, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative or contracting fees needed to return the property to a similar condition as it was delivered to the tenant on move in day.

F. Smoking:

Smoking by Tenant, Tenant's guests, family, or any occupants is not permitted on the Property including the garage and covered patios. If smoking is not permitted and does occur on the Property, Tenant will be in default and Landlord may exercise Landlord's remedies under Paragraph 28.

18. REPAIRS:

(Notice: Subchapter B, Chapter 92, Property Code governs repair obligations). Repair Requests: All requests for repairs must be in writing and delivered to Landlord. Use of the tenant's online portal is the appropriate manner to submit all requests. Each maintenance request should be submitted separately to be properly dispatched. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at 512-994-4323. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

- A. 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 to repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition**

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

B. 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.

C. Payment of Repair Costs:

- 1. Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph. 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, garage doors, windows, and screens;
- c. damage from windows or doors left open;
- d. damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
- e. items that are considered cosmetic in nature with no impact on the functionality or use of the home; and
- f. the following specific items or appliances that may be non-real property attached with the home:

19. Trip Charges

If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay an \$75.00 penalty to Landlord to reschedule the vendor in addition to any trip charge the repair person or vendor may charge. This trip charge is also applicable to any other trips required to the property as a result of tenant actions or failure to maintain the lease obligations and/or secure pets.

A. Unnecessary Work Order Charge:

If a repair request is made and a technician arrives at the home to find that no repair is necessary, Tenant will pay an \$75.00 trip charge to Landlord in addition to any trip charge the repair person or vendor may charge.

20. DISCLOSURE OF INFORMATION ON LEAD BASED PAINT HAZARDS

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 a home built before 1978,

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

landlords must disclose the presence of any known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

DISCLOSURE:

A. Presence of lead-based paint and/or lead-based paint hazards - check (1) or (2) below:

(1) Known lead-based paint and/or lead-based paint hazards are present in this home (explain):

(2) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in this home.

B. Records and reports available to the tenant check (1) or (2) below:

(1) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the home (list documents below):

(2) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT:

By initialing this page and signing this document, tenant has (1) received copies of all information listed above if applicable, and/or (2) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home" which also can be found by clicking on the link: http://www.hud.gov/offices/lead/library/enforcement/pyf_eng.pdf

AGENT'S NOTICE TO LANDLORD-ACKNOWLEDGMENT:

A. 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) disclose any known lead-based paint and/or lead based paint hazard in the home; (c) deliver all records

and reports to Tenant pertaining to lead-based paint and/or lead based paint hazards in the home; (d) retain a copy of this lease agreement with this completed disclosure paragraph for at least 3 years.

B. The brokers and agents to this lease agreement have advised Landlord of landlord's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

21. SECURITY DEVICES AND DOOR LOCKS

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

B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing and approved by Landlord. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant must be paid by Tenant in advance.

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

22. SMOKE ALARMS

Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm may subject Tenant to civil penalties and liability for damages and attorney fees under §92.261 1, Property Code.

23. LIABILITY

Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.

24. HOLDOVER

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

25. RESIDENTIAL LANDLORD'S LIEN

Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may sell or dispose of any seized property in accordance with the provisions of § 54.045, Property Code.

26. SUBORDINATION

This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to any landlord liens. The tenant is not permitted at any time to sub-lease the home without express written permission from the landlord.

27. 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.

28. DEFAULT

- A. Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - 1. Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one-day written notice to vacate;
 - 2. All unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - 3. Landlord may exercise Landlord's lien under Paragraph 25 and any other rights under this lease or the Property Code; and
 - 4. Tenant will be liable for:
 - a. any lost rent;
 - b. Landlord's cost of re-letting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to re-let the Property;
 - c. repairs to the Property for use beyond normal wear and tear;
 - d. all Landlord's costs associated with eviction of Tenant, including

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

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.

C. Notice to vacate under Paragraph 28.B.(1) may be by any means permitted by §24.005, Property Code.

D. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to re-let the Property to acceptable tenants and reducing Tenant's liability accordingly.

29. REQUIRED TENANT LIABILITY INSURANCE

All tenants are obligated to maintain property damage liability insurance on behalf of the landlord and property manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both landlord's and third party's property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup. 1836 Property Management shall be named as an Interested Party on Resident's policy. Such policy shall be written as a policy not contributing with and not in excess of coverage that Landlord may carry, and must waive all rights of subrogation against Landlord and property manager. It is agreed that Landlord carries insurance for its protection and that the Tenant is not a beneficiary of such insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated in the Lease Agreement regardless of existing Landlord insurance.

Tenants may OPT OUT of purchasing this required insurance through Landlord's approved insurance vendor at any time by providing written proof of the following three items:

1. Evidence of required insurance levels to show the policy is in effect, when it will start, when it will end, and who is named on the policy.
2. 1836 Property Management must be named as an " Additionally Interested" party to the insurance binder provided by the Tenant.
3. The Tenant Liability coverage has to be equal to or greater than:

*\$100,000 in Tenant Liability Coverage to the Property.

Cost through 1836 Property Management:

Monthly cost as listed in Paragraph 5(3). Tenants are required to carry Tenant Liability Insurance and have the convenience of participating in the Landlord's approved provider. This insurance can be provided to the tenant and added to the Tenant ledger for payment each month. Tenant has the right to opt out of this requirement by providing adequate and acceptable coverage as illustrated in this Paragraph and approved by Landlord.

Failure to Maintain Insurance:

If the Tenant's coverage for their procured Tenant Liability Insurance is lapsed by either non-payment or non-renewal, 1836 Property Management will place that Tenant under this program by default for the monthly cost as listed in Paragraph 5(3) plus a one-time \$75.00 set up fee.

Coverage Notice:

Tenant's Liability Insurance only waives the Tenant's requirement of indemnifying the Owner for specific damages caused by a Resident. By electing this coverage, you are not accepting, enrolling, or purchasing an insurance policy nor are you listed as a named insured under the owner's policy. **Property Damage Loss Coverage is not an H04 policy; it is not designed to replace the Renter's personal/liability insurance policy.**

30. EARLY TERMINATION

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

This lease begins on the Commencement Date and ends on the Expiration date unless: (i) automatically renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 28, or by other agreement of the parties in writing, or this Paragraph. 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. 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 service member or a dependent of a service member, 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. Military Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph in addition to: **SERVICEMEMBERS CIVIL RELIEF ACT (" SCRA") 50 U.S.C. App. §§501-597b1**
2. **Family Violence:** Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. § 92.016, Property Code governs the rights and obligations of the parties under

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

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

B. Tenant may request an early termination to this lease by allowing Landlord to seek an approved replacement Tenant. Landlord is under no obligation to agree to an early termination of this lease. Should Landlord agree to the early terminations the Tenant must strictly adhere to the following procedures:

1. Tenant must pay the early termination fee of 130% of one month's rent.
2. Tenant must specify a move out date.
3. Upon receipt of payment and a signed early termination agreement, Landlord will begin to advertise the property in the attempts to locate a replacement tenant at terms equal to or acceptable to the landlord per the current lease agreement. Landlord may, but is not obligated to, attempt to find a replacement tenant under this Paragraph.
4. Any replacement Tenant must, in Landlord's discretion, be acceptable as a Tenant and must sign a new lease agreement with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord.

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

- 5. Tenant will continue to pay the agreed to monthly rent, and all utilities, until a replacement Tenant is located and a new lease agreement is executed.
- 6. Tenant will vacate the home on or before the specified date given for their early move out. All security deposits are subject to the guidelines in Paragraph 10.
- 7. A special agreement is required to facilitate re-letting. Ask your property manager for the agreement if needed.

31. 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.

32. ADDENDA

Incorporated into this lease are the following addenda. If Landlord's Rules and Regulations are made part of this lease, Landlord may amend these Rules from time to time to stay current.

- Move-In Procedures and Optional Lockbox Access
- Sight Un-Seen Addendum
- Landlords Rules and Regulations
- Inventory and Condition Form
- Protecting Your Home From Mold
- Lead Paint Pamphlet
- Residential Lease Guaranty
- Pool/Spa Maintenance Addendum
- _____
- _____

33. SPECIAL PROVISIONS

34. 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.
- B. **Binding Effect:** This lease is binding upon and insures 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. **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.
- E. Tenant agrees to receive text message from management for business related correspondence including vendor logistics and late or returned payment notifications.

35. NON-DISPARAGEMENT AGREEMENT

OWNER, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web based, cloud based or "review" type publication or site, effective the date of this agreement.

This provision relates to remarks / statements / publications / opinions / evaluations or any other mental thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the

Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

property manager that relates to or touches upon the management of the property.

If any dispute arises regarding whether any remark/statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, any remark/statement or publication shall be irrefutably deemed disparaging if: (1) any other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours written request. OWNER, TENANT and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at Two Hundred Fifty Dollars per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/statement/representation. OWNER, TENANT and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through temporary restraining order and/or injunctions and permanent and/or mandatory injunctions, notwithstanding any rights under the United States and/or Texas Constitutions or other codified statute, regulation or code, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration, or cancellation or absence of any lease agreement and this agreement is enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.

Venue and Jury Waiver: TENANT expressly submits to the jurisdiction of the State of Texas and agrees that venue in any litigation touching or concerning this agreement shall be proper ONLY in Travis County, Texas. Additionally, for purposes of this Agreement and any lease agreement between, TENANT, OWNER and/or PROPERTY MANAGER, agree that any resolution that cannot be solved through arbitration will be resolved by a bench trial and each party EXPRESSLY WAIVES its right to a Jury

Trial and agrees that any and all conflicts involving litigation shall be resolved by a Bench Trial.

36. ARBITRATION REQUIREMENTS

The parties agree that the sole and exclusive method, means, and procedure to resolve any and all claims, disputes, controversies or disagreements arising out of or under or that are related to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be the submittal of all such matters to arbitration. Any dispute to be arbitrated shall be determined by binding arbitration in Austin, Texas before a retired judge (the “**Arbitrator**”) under the auspices of JAMS. Such arbitration shall be initiated by the parties, or either of them, within fifteen (15) days after either party sends written notice (the “**Arbitration Notice**”) which written notice shall set forth the claim under dispute in reasonable detail, of a demand to arbitrate by registered or certified mail to the other party and to JAMS. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator may, in its award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys’ fees of the prevailing party. In the event that JAMS shall no longer exist or if JAMS fails or refuses to accept submission of such dispute, then the dispute shall be resolved by binding arbitration before the American Arbitration Association (“**AAA**”) under the AAA’s Commercial Arbitration Rules then in effect. A demand for arbitration shall be made no later than the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based

Tenants: _____ & Landlord or Landlord’s Representative: _____

Lease Concerning:

on the claim. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

37. ERRORS AND OMISSIONS

In the event that any of the documents prepared in connection with the lease or accompanying paperwork on this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this transaction and the inaccuracy of misstatement is due to clerical error or to a unilateral mistake on the part of 1836 Property Management, or to a mutual mistake on the part of 1836 Property Management and/or the Tenants/Applicants, the undersigned agree to execute, in a timely manner, such corrected documents as 1836 Property Management may deem necessary to remedy such inaccuracy or misstatement.

- B. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- C. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow in the event of a tenant's death.

Name: _____

Phone: _____

Address: _____

E-mail: _____

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

38. INFORMATION

- A. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for

39. SIGNATURES:

Landlord Signature	Printed	Name	Date
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Landlord Signature	Printed	Name	Date
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Tenant	Signature	Printed Name	Date
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Tenant	Signature	Printed Name	Date
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Tenant	Signature	Printed	Name Date
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Tenants: _____ & Landlord or Landlord's Representative: _____

Lease Concerning:

Tenant	Signature	Printed	Name	Date
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And / Or signed for Landlord under written property management agreement:

1836 Realty,			LLC	Date
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Tenants: _____ & Landlord or Landlord's Representative: _____