



## 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.

<u>Stone Oak Property Management</u>	<u>9000323</u>	<u>admin@stoneoakgmt.com</u>	<u>512-617-6766</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Jason Huval</u>	<u>561230</u>	<u>jason@stoneoakgmt.com</u>	<u>512-617-6766</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Licensed Supervisor of Sales Agent/ Associate</u>	<u>License No.</u>	<u>Email</u>	<u>Phone</u>
<u>Sample Lease</u>	<u>Sample</u>	<u>Sample Lease</u>	<u>512-617-6766</u>
Sales Agent/Associate's Name	License No.	Email	Phone
sample only		2022-08-21	
			
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

TXR-2501

Stone Oak Property Management, 14050 Summit Dr Ste 113B Austin TX 78728

Jason Huval

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

IABS 1-0 Date

Phone: 5126176766

Fax: 5129942300

SOPM

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 [www.lwolf.com](http://www.lwolf.com)



## 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,: Sample Lease \_\_\_\_\_ ; and  
 Tenant(s): Sample Lease \_\_\_\_\_

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

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

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: Sample Lease \_\_\_\_\_ Expiration Date: Sample Lease \_\_\_\_\_

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) 60 (SIXTY) 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.

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Residential Lease concerning: Sample Lease

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 \$ Sample Lease. 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 Sample Lease 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 \$ Sample Lease is due on or before Sample Lease 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: Stone Oak Property Management  
Address: 14050 Summit Dr Ste 113B  
Austin, TX 78728

**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.

Residential Lease concerning: Sample Lease

- 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 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:
- (1) an initial late charge equal to (*check one box only*):  (a) \$ 50.00 ; or  (b) \_\_\_\_\_ % of one month's rent; **and**
- (2) additional late charges of \$ 10.00 See Sec 26 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 \$ 35.00 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 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 \$ 250.00 and \$ 10.00 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.

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

**Notices about Security Deposits:**

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

**D. Deductions:**

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

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

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

**11. UTILITIES:**

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

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): Sample Lease

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. Sample Lease

(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.

Residential Lease concerning: Sample Lease

- 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 7 (SEVEN) 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 Sample vehicles (cars, motorcycles, and passenger trucks) on the Property in the common parking areas located on the Property.
- (2) Assigned Parking: Tenant's assigned parking areas are identified as follows: \_\_\_\_\_

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

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

**14. ACCESS BY LANDLORD:**

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

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Residential Lease concerning: Sample Lease

- 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 \$ greater of 75.00 or actual cost.
- 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 60 (SIXTY) 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 \$ = One Month Rent 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: Sample Lease

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- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Unit, and deliver it to Landlord within 2 (TWO) 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



Residential Lease concerning: Sample Lease

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

**16. MOVE-OUT:**

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

**17. UNIT AND PROPERTY MAINTENANCE:**

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

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- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, except as required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers to the Unit and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; and
- (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: According to city watering schedule  
\_\_\_\_\_. 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

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(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 512-617-6766. 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.

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**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: SEE SPECIAL PROVISIONS EXHIBIT

**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.

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- 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.)*

SEE SPECIAL PROVISIONS EXHIBIT

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Residential Lease concerning: Sample Lease**27. DEFAULT:**

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

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

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

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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) 100 % of one month's rent that the assignee, subtenant, or replacement tenant is to pay.
  - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
    - (i) \$ \_\_\_\_\_.
    - (ii) 100 % of one month's rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

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

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

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

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Addendum Regarding Rental Flood Disclosure             | <input checked="" type="checkbox"/> Residential Lease Guaranty  |
| <input checked="" type="checkbox"/> Addendum Regarding Lead-Based Paint                    | <input type="checkbox"/> Landlord's Rules & Regulations   |
| <input checked="" type="checkbox"/> Inventory & Condition Form <b>(Emailed Separately)</b> | <input checked="" type="checkbox"/> Owners' Association Rules <b>(If Applicable in Tenant Portal)</b> |
| <input type="checkbox"/> Landlord's Additional Parking Rules                               | <input type="checkbox"/> Agreement Between Brokers  |
| <input checked="" type="checkbox"/> Animal Agreement                                       | <input checked="" type="checkbox"/> Residential Lease Application <b>(Submitted Separately)</b>       |
| <input checked="" type="checkbox"/> Mold Remediation Consumer Protection                   | <input checked="" type="checkbox"/> <u>Special Provisions Exhibit</u>                                 |
| <input checked="" type="checkbox"/> Bed Bug Addendum                                       | <input checked="" type="checkbox"/> <u>Move Out Instructions, Odor Addendum</u>                       |
| <input checked="" type="checkbox"/> <u>Renters Insurance Addendum</u>                      | <input checked="" type="checkbox"/> <u>Residential Benefits Addendum</u>                              |

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**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:
<u>Sample Lease</u>	<u>Stone Oak Property Management</u>
<u>Sample Lease</u>	<u>14050 Summit Dr Ste 113B</u>
<u>Sample Lease</u>	<u>Austin, TX 78728</u>
Fax/E-mail: <u>Sample Lease</u>	Fax/E-mail: <u>admin@stoneoakpm.com</u>
Fax/E-mail: <u>Sample Lease</u>	Fax/E-mail: <u>512-994-2300</u>

**33. AGREEMENT OF PARTIES:**

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

**34. INFORMATION:**

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



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- 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: Sample Lease Phone: Sample Lease  
 Address: Sample Lease  
 E-mail: Sample Lease

- 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, Stone Oak Property Management,  
 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: Sample Lease

**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.**

	Date	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <i>Sample Only</i>  <small>12/5128C189381 477</small> </div>	2022-08-21
Landlord		Tenant	Date

	Date		Date
Landlord		Tenant	Date

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

By: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <i>Sample Only</i>  <small>12/5128C189381 477</small> </div>	2022-08-21		Date
		Tenant	Date

Sample Only

Broker's Associate's Printed Name

<u>Stone Oak Property Management</u>	<u>9000323</u>
Broker's Printed Name	License No.

*For Landlord's Use:*

On date of agent signature above \* (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.*



**ANIMAL AGREEMENT**

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

**A. ANIMAL AUTHORIZATION AND DESCRIPTION:**

- (1) An assistance animal is not a pet. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.
- (2) Tenant may not keep any animal on the Property, other than an assistance animal, unless specifically authorized by this agreement. "Animal" includes all animals, whether mammal, reptile, bird, fish, rodent, or insect.
- (3) Tenant may keep the following animal(s) on the Property until the above-referenced lease ends.

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

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

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

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

**ENTER ALL PET AND SERVICE ANIMAL NAMES TO OPEN UP ALL REQUIRED FIELDS**

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

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

Animal Agreement concerning Sample Lease

**C. ANIMAL RULES:** Tenant must:

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

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

**E. DISCLOSURE CONCERNING ANIMALS:**

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

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

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

If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

**F. TENANT'S LIABILITY:**

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

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

Sample Lease

I. SPECIAL PROVISIONS:

- 1) Animals generally considered to be an aggressive breed are never permitted on the property.
- 2) A monthly admin fee of \$20 for each pet will be charged in addition to rent that will be automatically prorated based on agreement start and move out dates. Monthly fee does not apply to PetScreening.com approved assistance animals

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

\_\_\_\_\_  
Tenant DocuSigned by:  
Sample Only  
D75D8CB8838F477 2022-08-21  
Date

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

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

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

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

By: DocuSigned by:  
Sample Only  
D75D8CB8838F477 2022-08-21

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

Printed Name: Sample only

Firm Name: Stone Oak Property Management

**THIS SAMPLE LEASE DOCUMENT MAY CONTAIN ITEMS OR TERMS THAT ARE NOT PART OF EVERY LEASE. EACH LEASE HAS CIRCUMSTANTIAL DETAILS THAT VARY**



## Help! I have mold (What is it?)

Mold is a type of fungus that is present everywhere in our natural environment. Mold spores, which are tiny microscopic 'seeds,' can be found anywhere, including inside homes, and are a part of the general dust found in homes. These spores can begin to grow on building materials and furnishings if they get wet or stay moist. If visible mold is allowed to grow unchecked, it will eventually damage what it is growing on, which may include both the building and personal belongings.

The key to preventing mold growth is preventing moisture problems by finding and stopping the source of moisture such as a plumbing or roof problem and then quickly fixing and drying any water leaks or spills that might occur. Common moisture problems include pipe leaks, roof leaks, floodwaters, sewage back-ups and over-flowing toilets/sinks/bathtubs.

Tenants should promptly notify their landlord when they find a moisture problem or mold growth. Any conversations should be followed up with a letter to the landlord to avoid misunderstandings. Sending such a letter by certified mail, return receipt requested, provides the best proof that it has been received. Keep a copy of the letter for future reference.

## What can TDLR do?

TDLR regulates professionals who provide mold assessment and remediation services in Texas to ensure that the public has access to mold assessors and remediators who are properly trained and licensed. TDLR does not have regulatory authority to require inspection or testing for moisture or mold in homes, apartments or other buildings and cannot require a landlord or someone else to clean or remove mold.

## MOLD REMEDIATION CONSUMER PROTECTION

## Is mold testing necessary?

Generally, it's not necessary to identify the species of mold growing in a residence, and the Centers for Disease Control (CDC) does not recommend routine sampling for molds. It's more important to find the source of the moisture and eliminate it, otherwise the problem will return. When the moisture is eliminated, the mold will no longer grow and will die.

If you or your landlord choose to pay for testing before remediation work starts, the licensed mold assessment consultant who will do the assessment should establish criteria for interpreting the test results. When mold cleanup is necessary, the licensed mold assessment consultant will develop a protocol that the mold remediation contractor will follow. The protocol will specify the estimated quantities and locations of materials to be remediated, methods to be used and cleanup criteria that must be met.

The results of mold samples taken in your unique situation cannot be interpreted without physical inspection of the contaminated area or without considering the building's characteristics and the factors that led to the present condition.

TDLR recommends that people consult a health care provider if they are concerned about the effects of mold on their health.

## What can I do about the mold?

Tenants and landlords should try to work cooperatively to investigate and correct moisture problems and remove mold growth. If you can see mold or smell a musty odor, carefully inspect the home, paying special attention to hidden areas such as plumbing access areas, crawl spaces, behind mirrors and furniture, attics, closets and cupboards.

Mold growth should be cleaned from non-porous surfaces such as concrete, metal, glass, tile, and solid wood. Mold growth is difficult to clean from absorbent (porous) surfaces such as drywall, carpet, fleecy furnishings and insulation, so these kinds of moldy materials should be removed and discarded.

Merely applying a chemical such as bleach to drywall, without removing the mold source, is not a permanent effective solution. Painting over mold is also not an effective solution.

Personal belongings can be kept if there is no mold growth on them. These items may need a deep cleaning to remove mold particles (spores) that have settled in the fabric.

## Who can do this work?

TDLR licenses people and companies who inspect and test for mold in buildings (mold assessment), and those who clean and remove mold (mold remediation). Be sure to confirm that the professionals you're hiring are licensed by TDLR to perform this service.

In most instances, areas of visible mold less than 25 contiguous square feet in area may be cleaned or removed by people who are not licensed.

- Owners or managers of buildings with fewer than 10 dwelling units do not have to be licensed to perform mold assessment or mold remediation on a residential property. This exemption applies regardless of the total surface area within the residential property that is affected by mold growth.
- The remediation of 25 contiguous square feet or more of visible mold in residential properties with 10 or more units must be conducted by a licensed Mold Remediator. Small areas of mold growth (less than 25 contiguous square feet) can be cleaned/removed by an owner or by maintenance staff.

## My landlord won't do anything about the mold. Who can help me?

Mold issues are typically governed by the lease agreement and treated like other maintenance matters where you would submit a written request to your landlord or property owner. Current Texas law does not require landlords or property owners to inspect for or clean mold.

TDLR cannot advise you on legal issues such as paying rent, requesting to be moved to another unit, breaking your lease, or preventing an eviction. Tenants are encouraged to work with their landlords and property owners to come to mutual agreement about how to deal with a mold situation.

Here are some resources:

- A tenant can try to file a complaint with the local city or county health department. You can find listings of Local Health Departments in Texas at: <http://www.dshs.texas.gov/regions/lhds.shtml>.
- You could contact your City Building Official (Code Compliance). The building official may inspect the unit to determine if it is structurally sound. They may also, in some cases, enforce maintenance provisions of the building code.
- The Texas Office of the Attorney General (OAG) has advice for consumers here: [www.oag.state.tx.us/consumer/tenants.shtml](http://www.oag.state.tx.us/consumer/tenants.shtml).
- For legal assistance, you may wish to contact the State Bar of Texas Lawyer Referral and Information Service: (800) 252-9690.
- Texas Apartment Association, Resources for Renters: <http://www.taa.org/renterinfo>.
- Texas Tenant Advisor: <http://texastenant.org/>
- TDLR consumer mold information sheet: <https://www.tdlr.texas.gov/mld/pdf/CMIS.pdf>

## Links

### MOLD STATUTE AND RULES:

<https://www.tdlr.texas.gov/mld/mld.htm>

### LICENSED TEXAS MOLD ASSESSORS AND REMEDIATORS:

<https://www.tdlr.texas.gov/LicenseSearch/LicenseSearch.asp>

### FILE A COMPLAINT REGARDING MOLD LICENSEES, OR REPORT UNLICENSED ACTIVITIES:

<https://www.tdlr.texas.gov/complaints/>

### U.S. CENTERS FOR DISEASE CONTROL (CDC) INFORMATION ABOUT MOLDS:

<http://www.cdc.gov/mold/faqs.htm>

## Mold prevention tips

- Use a towel or squeegee to dry off wet surfaces after bathing. Bathtub or showers corners and joints, including tile crevices, are more susceptible to mold growth, so be sure to dry off those surfaces.
- Keep humidity levels as low as you can — no higher than 50% — all day long. An air conditioner or dehumidifier will help you keep the level low.
- Use air conditioner or a dehumidifier during humid months.
- Clean bathroom with mold-killing products.
- Do not carpet bathrooms.
- Quickly clean up and dry any liquids that might get on carpets. (If carpets stay wet, notify the landlord).
- Ensure good air movement in your home: open windows when possible.



# ADDENDUM REGARDING LEAD-BASED PAINT

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

## ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT Sample Lease

**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: Pamphlet Download- [stoneoakmgmt.com/tenants](http://stoneoakmgmt.com/tenants)**

DS  
SO

(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 Sample Only 2022-08-21  
DocuSigned by: 075D8CB8938F477...

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

Listing Broker/Agent or Property Manager Sample Only 2022-08-21  
Stone Oak Management for Landlord  
DocuSigned by: 075D8CB8938F477

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



**THIS SAMPLE LEASE DOCUMENT MAY CONTAIN ITEMS OR TERMS THAT ARE NOT PART OF EVERY LEASE. EACH LEASE HAS CIRCUMSTANTIAL DETAILS THAT VARY**

## Section 26 Special Provisions Exhibit for Lease Concerning:

Property Address: Sample Lease

1. **If your rent payment is rejected by your bank for any reason YOU WILL BE REQUIRED TO PAY RENT VIA CERTIFIED FUNDS (cashier's check or money order) AND YOU WILL BE CHARGED AN NSF FEE as specified in your lease. Cash is never accepted at the office no exceptions, however we do offer a 3<sup>rd</sup> party cash payment voucher option upon request.**
2. **Utilities must be put into the tenant's name effective on the date the lease begins.**
3. Section 6 - total monthly late fees are capped at 12% of total monthly rent charge.
4. Tenants are required to comply with periodic property inspections conducted by management/landlord.
5. Section 17.F- Smoking includes prohibition of E-Cigarettes and any other smoking device, method, or material.
6. Landlord is NOT required to permit subletting, assignment, or replacement tenants.
7. Renters insurance is required per the attached details.
8. Tenant is **strictly forbidden** from ever leasing this property as a short-term rental, overnight rental or sub-let. If you are found to be in violation you may be fined a minimum of \$500 for each occurrence and \$100 per day for each person that remains in the home that is not on the lease. In addition any costs incurred for eviction, legal services, damages, etc. relating to violations will be charged to tenant(s). The guest section of the lease **DOES NOT APPLY** to short term renters or sub-lets.
9. No aggressive breed animals permitted on the property at any time; including but not limited to: Akita, Bull Dog, Beauceron, Belgian Malinois, Caucasian Mtn Dog, German Shepherd, Great Dane, Keeshond, Mastiff, Rhodesian Ridgeback, Pit Bulls, Staffordshire Terriers, Dobermans, Rottweiler, Chows, Wolf Hybrids or any similar breed or mixed breed. Further any Farm, Saddle, or Exotic Animal, or any animal with bite history are never allowed.
10. All maintenance requests must be made in writing through the online portal except emergencies.
11. **EMERGENCY MAINTENANCE:**  
Emergencies are defined by the terms "flood, blood, or fire." This generalization provides a guideline for what is an emergency. **Always remember that protecting life and/or property by calling 911, if necessary, should be the immediate first step.** After everyone is safe, and any needed emergency services are involved you are required to contact us at the first opportunity. Reports should be made by phone as needed, however an online request is always required to be submitted as well.  
Items that are NOT emergencies-
  - HVAC not cooling/heating – while we understand this is unpleasant it is not an emergency. We do our best to get someone out at the first available opportunity, and in some situations we have portable heating/cooling units available to loan out.
  - Water heater failure
  - Appliance failures
12. Tenant is responsible for providing and replacing HVAC filters as required, in between Resident Benefit filter deliveries if applicable, and Tenant will provide fridge filters as required and desired.
13. **Tenants are responsible for the following: protecting pipes from breaking during freezing weather;** fixing bi-fold doors that come off tracks; plumbing stoppages unless caused by failure of the pipes or external issues like roots growing into the line; changing batteries in smoke detectors and replacing fire extinguishers if used. This list is not all inclusive so refer to your lease for more information about maintenance responsibilities.
14. **Fireplaces- If the home has a fireplace it is for aesthetics ONLY, and we do not make any representation or warrant the condition. You are required to get an inspection to ensure safety prior to using it at your own risk.**

Tenant Initials: DS  
SO , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ Landlord/Manager DS  
SO , \_\_\_\_\_

Stone Oak Property Management

www.stoneoakmgmt.com

512.617.6766 Phone ♦ 512.994.2300 Fax

Page 1 of 3

Property Address: Sample Lease

- 15. Please contact the maintenance department immediately if you suspect wood destroying insects to be present.
- 16. **Satellite Dishes**- Tenant may **never** have a satellite dish installed on the property by attaching it to the roof, siding, or any other location on the structure and will be charged for removal and repairs. Any satellite dishes must be ground mounted on a stand and must be removed by the tenant when move out occurs.
- 17. **Maintenance Troubleshooting**- upon receipt of a maintenance request we may provide you with some troubleshooting steps, questions, and/or videos. If a vendor is dispatched and finds that a maintenance request could have been resolved with one of the steps we provided then the tenant may be charged for the full cost of the repair.
- 18. **Tenant may be subject to the following charges:**
  - a. HOA Violations resulting in fines caused by tenant will result in a \$25 admin charge for each violation in addition to any HOA fines and mailing fees imposed by the HOA
  - b. If utilities are not maintained through the end of the lease we will charge a \$200 admin fee to establish services in addition to the cost of the utility services
  - c. Each rent payment not made electronically will be charged a \$2 admin processing fee.
- 19. **PROHIBITIONS:**  
The following items are **NEVER** allowed on or at the leased premises:
  - Trampolines
  - Restricted dog breeds
  - Hazardous chemicals
  - Illegal substances
  - Improperly stored flammable materials
  - Drug manufacturing supplies/materials
  - Unauthorized swimming pools
- 20. Professional make ready cleaning and carpet cleaning are required; proof of cleaning submitted at move out in form of receipts.
- 21. **CONDUCT OF LESSEE: Lessee agrees that the conduct of lessee, lessee's family, invitees, guests, is never disorderly, vulgar, offensive, or obscene; that it does not disturb or interfere with the rights, comforts, enjoyment, or convenience of other lessees or other persons on or around the premises, including management staff of lessor; and that it is not unlawful. Lessee will not permit, maintain, or commit a nuisance or common waste on or about the leasehold premises. Lessee shall keep the volume of any radio, TV, or musical instrument inside the residence sufficiently reduced at all times so as to not disturb or be heard by other persons on the premises. The lessee agrees that visits by the police to the premises for improper or unlawful behavior are grounds for termination of tenancy and eviction by the lessor or other legal action. Lessee, family and guests shall not engage in any criminal activity and/or drug-related activity on or near the leasehold premises. The parties agree that any substantial and material violation of the terms of this paragraph shall be considered a nuisance or common waste on or about the leasehold premises.**
- 22. \*\*Other helpful information regarding adding roommates, pets, can be found on our website in the FAQs section at <https://www.stoneoakmgmt.com/tenant-faq>
- 23. The Stone Oak Property Management privacy policy is available at <http://www.stoneoakmgmt.com> and is updated from time to time when necessary.

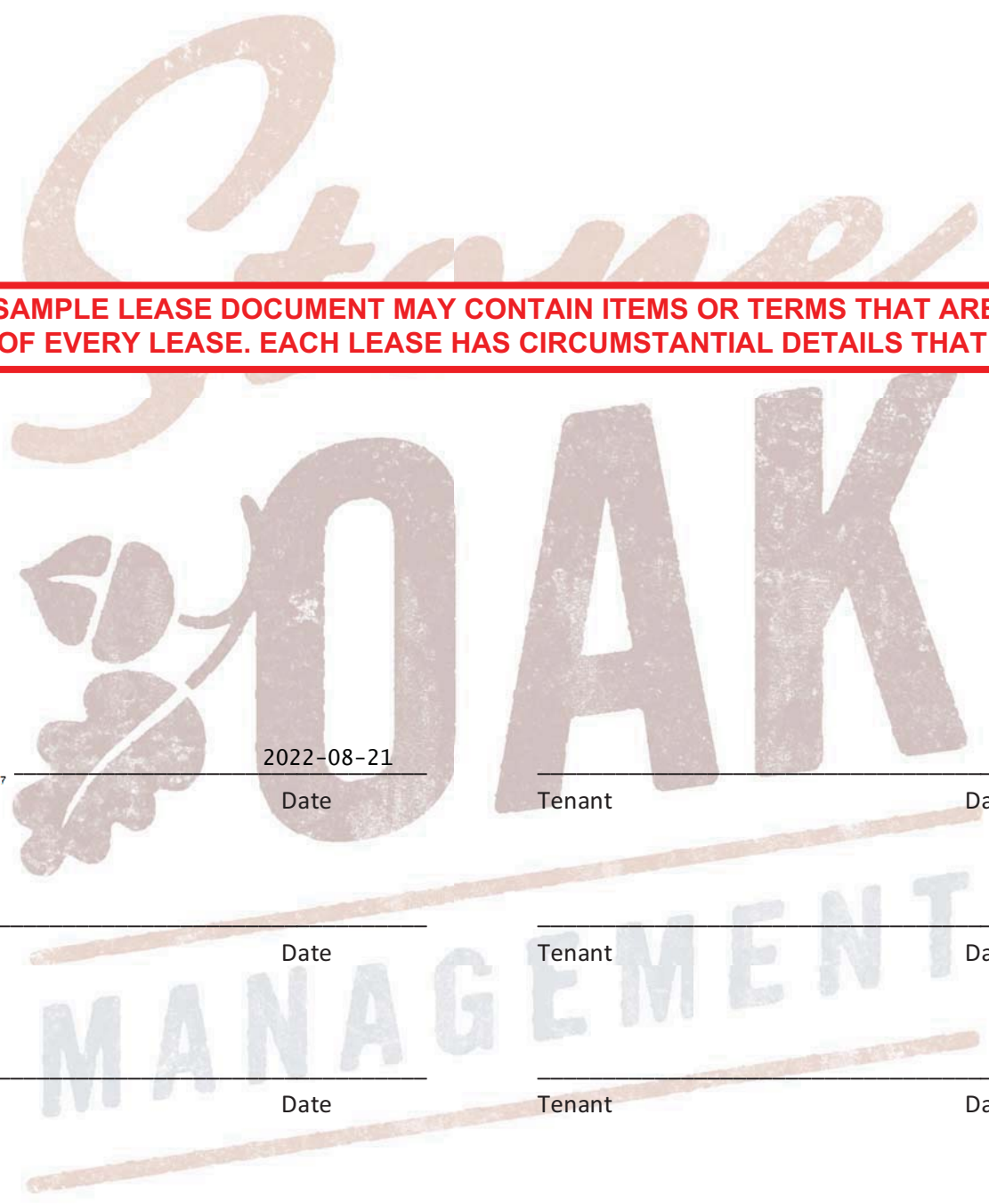
**ADDITIONAL ITEMS AND SIGNATURES FOLLOW ON NEXT PAGE**

Tenant Initials: SC, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Landlord/Manager SC, \_\_\_\_\_

Property Address: Sample Lease

24. One time \$150 admin fee in addition to rent is due at move-in

**THIS SAMPLE LEASE DOCUMENT MAY CONTAIN ITEMS OR TERMS THAT ARE NOT PART OF EVERY LEASE. EACH LEASE HAS CIRCUMSTANTIAL DETAILS THAT VARY**



DocuSigned by:  
*Sample Only*  
D75D8CR8838F477

2022-08-21

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

DocuSigned by:  
*Sample Only*  
D75D8CR8838F477

2022-08-21

Landlord or Landlord's Representative Date

Landlord or Landlord's Representative Date

## Resident Benefits Package Lease Addendum

**Property Address:** Sample Lease

**Tenants:** Sample Lease

**Addendum-** This is an addendum to the lease for tenants named and property located at the address above. The lease commencement or renewal extension date is Sample Lease.

The Stone Oak Property Management Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$50/month, payable with Rent.

Tenant and Landlord mutually agree that the Resident Benefits Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable due to a lack of HVAC or other property-specific limitations. If this Addendum is part of a Lease Renewal/Extension some of the items will not apply or may have already been received at the initial Move-In.

**Renters Insurance: See the attached Renter's Insurance Addendum**

**No Hassle Move-in:** On your move in date we will arrange for you to gain entry to your new home via a lock box that you will be given access to on the morning of your lease start date after all requirements have been met.

**Welcome Basket:** Waiting for you in your new residence will be a gift from us with a few snacks to help you get through move in day, and other gifts that will be useful as a resident.

**Utility Concierge Service:** Tenant acknowledges that Landlord will make available a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation. Tenant maintains the right to facilitate his/her own service activations. Tenant agrees to abide by all HOA and other lease restrictions and guidelines applicable to utilities.

**HVAC Filter Delivery:** A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 60 days. Tenant shall properly install the filter that is provided within two (2) days of receipt, and provide any additional filters as required by your HVAC system between deliveries. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. Landlord may charge a trip fee to perform the filter change, as required, at Tenant expense. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package.

**Resident Rewards:** Tenant acknowledges that a Tenant rewards program is made available to them by Landlord through a third party provider. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider who will provide Tenant with available rewards as a preferred customer of Landlord.

**Credit Building:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

**\$1M Identity Protection:** By executing this agreement, you are agreeing to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at [www.identityguard.com](http://www.identityguard.com)

Tenant Initials: SO , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ Landlord/Manager SO , \_\_\_\_\_

**Property Address:** Sample Lease

**Home Buying Assistance:** Property Manager is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease, and require tenant to purchase the home through Property Manager as the buyer's agent.

**Online Portal Access:** Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

**Multiple Payment Methods:** All rental payments can be paid in a variety of ways. Available options include ACH with no fee using your Tenant Portal, or upon request, with participating retailers via Electronic Cash Payments voucher (as applicable). Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Tenant's expense.

**Late Fee Forgiveness:** Stone Oak will grant a one-time waiver of late fees upon request with a maximum of \$200.00 per each 12 month lease term. The maximum amount cannot be spread out over multiple requests and does not accrue from one lease term to the next.

**NSF/Returned Payment Forgiveness:** Stone Oak will grant a one-time waiver of NSF/Returned check or ACH payment fees upon request with a maximum of \$50.00 per each 12 month lease term. The maximum amount cannot be spread out over multiple requests and does not accrue from one lease term to the next.

**Trip Fee Forgiveness:** Stone Oak will grant a one-time waiver of a Trip or Missed Appointment Fee with a maximum of \$100.00 per each 12 month lease term. The maximum amount cannot be spread out over multiple requests and does not accrue from one lease term to the next.

Resident Benefits Package is REQUIRED with ALL Lease agreements with Stone Oak Property Management. Package will be billed as one charge on a monthly basis. The RBP charge will NOT be prorated at the beginning or end of the lease. The RBP may be modified and/or canceled by Stone Oak Property Management with a 30-day written notice. The RBP terminates at the same time the lease ends and the tenant moves out of the property, or if the property management terminates at any time during the lease unless otherwise agreed in writing.

In order to participate in some of the features of the RBP we are required to share your information with Third Parties per our Privacy Policy available at [www.StoneOakMgmt.com](http://www.StoneOakMgmt.com). The information shared is subject to the Privacy Policy of each vendor. If we do not have all the required personal information on file you will be required to provide it to enroll in those features, or they will not be available and there will be no discount or changes to the RBP.

<small>DocuSigned by:</small> <i>Sample Only</i> <small>D75D8CB8838F477</small>	2022-08-21		
Tenant	Date	Tenant	Date

	Date		
Tenant	Date	Tenant	Date

	Date		
Tenant	Date	Tenant	Date

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Landlord or Landlord's Representative	Date	Landlord or Landlord's Representative	Date

## Renter's Insurance Requirement Lease Addendum

**Property Address:** Sample Lease

**Tenants:** Sample Lease

1. **Addendum-** This is an addendum to the lease for tenants named and property located at the address above. The lease commencement or renewal extension date is Sample Lease
2. **Coverage requirement-** Upon execution of a new lease and prior to your move in date or a renewal or extension of any lease all tenants are required to maintain at minimum a renter's insurance policy with personal property coverage, loss of use (additional living expense) coverage, and personal liability for the duration of your occupancy. **The landlord's insurance DOES NOT cover your belongings, tenant liability, or the cost of temporary housing if the unit is temporarily uninhabitable.**
3. **Coverage amounts-** All coverage amounts should be determined with the assistance of the insurance agent of your choice with the exception of personal liability coverage for which a minimum coverage of \$100,000.00 from and A-rated carrier is required.
4. **Proof of coverage-** proof must be submitted to management prior to move in, or upon renewing or extending an existing lease. You must also submit proof any time a policy is renewed, or request your insurer or agent to provide the information to us.
5. **Covered Parties-** The policy must list all Tenants named on the lease on a single policy, or individual policies must be provided for each Tenant listed on the lease.
6. **Special provisions-** Management and/or landlord must be named as "interested party" on the resident's policy. The carrier or agent is required to provide notice to us within 30 days of any cancellation, non-renewal, or material change to your coverage.
7. **Default-** Any default under the terms of this Addendum shall be deemed an immediate, material and incurable default under the terms of the Lease Contract, and we shall be entitled to exercise all rights and remedies under the law.
8. **Miscellaneous-** Except as specifically stated in this Addendum, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

The Texas Dept. of Insurance provides renters insurance information at <https://www.tdi.texas.gov/tips/renters-insurance.html>

**Stone Oak Property Management now offers a few options to help you meet this requirement. THERE ARE OTHER INSURANCE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

In summary, to satisfy the insurance requirement you may either (1) be automatically enrolled into a policy that satisfies the coverage requirements (2) opt to stay in the automatically enrolled option and upgrade coverage, or (3) obtain alternative liability coverage from an insurer of your choice. The option you choose will not affect whether your lease renewal is approved or the terms of your lease. Please review all the options below-

**OPTION 1: DO NOTHING.** Stone Oak Property Management has arranged compliant insurance through a master policy as part of the Resident Benefits Package (RBP). You will be automatically enrolled and no further action is required. Coverage will begin at the start of your lease or renewal period and continue throughout the lease term. Policy includes \$100,000 of property damage and legal liability, and \$10,000 of personal contents coverage. You will receive proof of coverage about 30 days after the coverage starts. See additional details here **Sample Certificate-** <https://www.stoneoakmgmt.com/files/Sample%20COI.pdf> **Policy Summary-** <https://www.stoneoakmgmt.com/files/Second%20Nature%20Master%20Policy%20Summary.pdf>

**OPTION 2: UPGRADE RBP COVERAGE.** Go to <http://insurance.residentforms.com/> and follow the steps to review options to upgrade the coverage under the master policy included with the RBP. If you choose to upgrade the coverage you will continue paying the full price of the RBP with your rent, and will be billed separately for any upgraded coverage directly.

Tenant Initials: SC , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_ Landlord/Manager SC , \_\_\_\_\_

Property Address: Sample Lease

**OPTION 3: OPT-OUT & BUY A POLICY.** If you prefer, you may find, purchase, and maintain another policy that satisfies the program requirements on your own. Visit <http://insurance.residentforms.com/> to easily quote and purchase, or you may provide proof of coverage from a licensed insurance agent of your choice. Follow the instructions listed there to provide evidence of the required insurance coverage before your Move In or Renewal Start date. It is your responsibility to pay premiums directly to your insurance provider. **If the policy is terminated or lapses, you will be subject to a lease violation fee of \$25 and agree to be subsequently enrolled into the policy referenced in Option 1 above.**

**For OPTION 3 please be sure that your policy meets the following criteria prior to submitting:**

- Policy must name all tenants on the lease, or policies for each tenant must be submitted. **If we do not have proof of coverage for ALL tenants on a third party policy the other roommates WILL lose coverage under the RBP policy.**
- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and legal liability
- Stone Oak Property Management is listed as additional interest
- Stone Oak Property Management address is listed as: PO Box 660121 Dallas, TX 75266
- After verification of third party insurance the RBP will be reduced by \$10.95 in the month following verification, and the cost of the RBP will be \$39.05 unless coverage is terminated or lapses. **No prorated refunds will be given.**
- **Again, if all tenants don't have coverage via a third party policy they MAY NOT have coverage under the RBP insurance if we receive proof of ANY third party policy.**

AGREEMENT OF PARTIES:

- 1) **Governing Law:** Texas law governs the interpretation, validity, performance, an enforcement of this agreement.
- 2) **Severability:** If a court fines any clause in this agreement invalid or unenforceable, the remainder of this agreement will not be affected and all other provisions of this agreement remain valid and enforceable.

**I have read, understand, and agree to comply with the preceding provisions:**

DocuSigned by:  
 Sample Only  
 075D8C86530F477

Sample Only      2022-08-21

Tenant      Date      Tenant      Date

Tenant      Date      Tenant      Date

Tenant      Date      Tenant      Date

DocuSigned by:  
 Sample Only  
 075D8C86530F477

Landlord or Landlord's Representative      2022-08-21

Landlord or Landlord's Representative      Date

## **NO SMOKING & NO OFFENSIVE ODORS ADDENDUM TO LEASE**

This agreement is an Addendum for the Lease commencing Sample Lease for the Premises located at Sample Lease (Address)

**The undersigned Tenant acknowledges and understands:**

1. Tenant is to maintain a smoke-free environment in the Premises at all times.
2. Tenant is to ensure that the property remains free from excessive odors, including but not limited to odors from cooking smoking, fire, pets, foods, incense, perfumes and fish.
3. Tenant is responsible for all residents, guests, invitees, and all other parties adhering to this policy.
4. Tenant understands and agrees to be responsible for any damage caused by smoking any substance in the Premises, as well as any offensive and lingering odors. Damage includes, but is not limited to, deodorizing carpets and drapes, replacement of drapes and/or carpets, repairing burn marks, cleaning, necessary painting and any other costs incurred by smoke or odor damage. Such costs shall be reimbursed to Landlord and considered "Additional Rent". Payment of such costs shall be due within 5 days of receipt of an invoice and demand for payment. Payment may also be deducted from tenant deposit.
5. Any violation of this addendum is a material violation of the Lease Agreement and subjects Tenant to possible eviction.
6. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

The undersigned Tenant(s) acknowledge the terms of this addendum to the Lease agreement.

DocuSigned by:  
*Sample Only* 2022-08-21  
075D8C30630F477  
 Tenant Sample Only Date Tenant Date

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

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

DocuSigned by:  
*Sample Only* 2022-08-21  
075D8C30630F477  
 Landlord or Landlord's Representative sample only Date 2022-08-21 Landlord or Landlord's Representative \_\_\_\_\_ Date \_\_\_\_\_





### BED BUG ADDENDUM

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## ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_ Sample Lease

### A. REPRESENTATIONS:

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

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

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

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

### C. TREATMENT:

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

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

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

(TXR-2013) 07-08-22 Landlord or Landlord's Representative: \_\_\_\_\_ & Tenants: \_\_\_\_\_ Page 1 of 2

Bed Bug Addendum concerning: Sample Lease

**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>

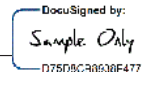
United States Environmental Protection Agency: <https://www.epa.gov/bedbugs>

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

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

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

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

By:  \_\_\_\_\_ 2022-08-21  
Sample Only

Printed Name: Stone Oak Property Management

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

 \_\_\_\_\_ 2022-08-21  
Tenant Date

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

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

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

## Smart Device and Technology Addendum

**Property Address:** Sample Lease

**Tenant(s):** Sample Lease

Due to the increased use of smart technology and other devices in homes we are providing the information below for Tenants and Landlords. This document is only applicable when these devices are present or added to a property.

This property may be equipped with Smart Home Technology Devices including, but not limited to, solar panels and monitoring hardware, smart locks, alarm systems, camera systems, smart appliances and/or smart lighting systems. Devices shall be treated as personal property of the Landlord and are NOT INCLUDED with the lease terms; devices are provided as complimentary/optional use features. Landlord reserves the right to remove and restore Smart Home Devices with traditional hardware. Tenant(s) understand there are no warranties, no tech support, no parts, and no guarantees on any device. **TENANT USES DEVICES AT THEIR OWN RISK. Tenant(s) shall hold Owner/Owner's Agent harmless from any malware, spyware, or security breach, suits, liabilities, damages, fees, and claims of any type arising by using Smart Home Devices.**

Landlord and Landlord's Agents are not responsible for providing additional devices (cell phones, etc.) to use devices. Reception/cell/Wi-Fi/internet services are not provided, nor signal strength or interference. Tenant(s) understand third-party app-based/software services and email addresses may be required to fully optimize devices. Software and app-based services may collect and retain data. Landlord has no affiliation to third-party services or their terms and conditions. Landlord will not have access to lock-entry logs, camera footage, or other data. Cameras, devices with cameras or other Smart Security related devices do not imply or guarantee added safety, security, or alarm systems.

Devices may require a paid subscription. Tenant(s) assumes the obligations of any additional contract, terms, and fees. If applicable, Tenant(s) shall be responsible for changing the battery to door locks ahead of time to prevent lockouts. Tenant(s) shall seek written permission to add additional devices to the current Smart Home System and if approved in writing, will have the full responsibility for the installation, removal, and repairs required to restore the property to its original condition.

For troubleshooting and product support Tenant(s) shall submit a maintenance request to notify Management/Landlord of any issues. Landlord or Landlord's Agents, at their discretion, may provide troubleshooting instructions or a vendor to assist Tenant in resolving the issue and may bill the tenant back for related costs. Tenant may be instructed to contact the manufacturer to resolve the issue, or advised to seek a third party vendor at their own expense.

**The undersigned Tenant(s) acknowledge the terms of this addendum to the Lease agreement.**

DocuSigned by:  
Sample Only 2022-08-21  
Tenant )(7b)28C) 189381 4// Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

DocuSigned by:  
Sample Only 2022-08-21  
Landlord or Landlord's Representative )(7b)28C) 189381 4// Date

Landlord or Landlord's Representative Date



### ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

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

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

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

**B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD.** Landlord  is or  is not aware that the dwelling you are renting has flooded at least once within the last five years.

*\*For purposes of this notice:*

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

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

The undersigned Tenant acknowledges receipt of the foregoing notice.

DocuSigned by:  
Sample Only 2022-08-21  
075F8C98638F477  
Landlord \_\_\_\_\_ Date

DocuSigned by:  
Sample Only 2022-08-21  
075F8C98638F477  
Tenant \_\_\_\_\_ Date

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

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

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



## MOVE-OUT INSTRUCTIONS

Property Address: Sample Lease

Per the lease, **WRITTEN NOTICE is required** within the specified time frame, signed by all residents stating your intentions to move out at the end of the lease term. Submit your official notice using this link: <https://www.stoneoakmgmt.com/move-out>

**Keys:** On the day of your move out, please make sure the property is vacated by midnight of that day. Leave all garage openers, access devices, and mail key, etc in a kitchen drawer. Lock the door when you leave and leave the last key in the lockbox located on site by us in advance; obtain the lockbox combo if not provide previously by emailing [moveout@stoneoakpm.com](mailto:moveout@stoneoakpm.com). If there is still evidence the property is being occupied you will be charged a holdover fee equal to 3x the monthly rent on a per-diem basis.

**Cleaning Instructions:** We require professional cleaning. Please note, if a professional cleaning receipt is not turned in via email to [moveout@stoneoakpm.com](mailto:moveout@stoneoakpm.com) you are subject to a cleaning charge.

**Washing Machines:** If the washer belongs to you, turn off the water valve and check for leakage. You will be held responsible for any water damage caused from the removal of the appliance.

**Lawn Care:** Be sure grounds and lawn are trimmed, clean, and free of weeds and leaves.

**Trashcans:** must be left empty and away from the view of the street. Discard all unwanted items and avoid piles of debris in front of your residence on moving day.

### \*AVERAGE SECURITY DEPOSIT DEDUCTION COSTS

Professional Cleaning	\$200-\$500	Pest Control	\$200
Carpet Cleaning per room	\$75	De Flea or deodorize	Actual Cost
Carpet Stain Removal (per stain)	\$25	Tire Removal (Pert Tire)	\$75
Painting per Wall (up to 15x10)	\$75	Replace Exterior Door	\$350+
Painting per Ceiling (up to 10x10)	\$75	Replace Deadbolt	\$100
Sheetrock Repair – up to 12"x12"	\$75	AC filters	\$20/ea
Sheetrock Repair – up to 3'x3'	\$150	Repair/Recover Tub	\$300
Replace Light bulb	\$5+/ea	Smoke Alarm Batteries	\$10+
Replace Wall Plug/Plate	\$10/ea	Blind wand	\$5+
Replace Door knob	\$50	Carpet/Flooring	Actual Costs
Replace Interior Door	\$150+	Window Screens	\$35+
Haul away trash/debris/furniture	\$200+	Bed Bug Treatment	Actual Costs
Pest Waste Removal	\$100+	Blinds/ vertical slats	Actual Costs
Drip Pan (all 4)	\$45	Toilet or toilet seat	Actual Costs
Light Fixtures	\$100+	Ceiling Fans	Actual Costs
Light Globes	\$25	Lawn Care	Actual Costs
Oven Rack	\$30+	Appliances	Actual Costs
Reinstall doors on track	\$30+	Tub stoppers/ drain covers	\$15+/ea
Windows	\$200+	Appliances	Actual Costs

\*These are average prices ONLY, costs will vary, these estimated examples may or may not include actual labor costs.\* This is not an all-inclusive list; there may be items not listed that do not release you from your responsibilities under the Lease.

Tenant Initials: DS  
SO \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Landlord/Manager DS  
SO \_\_\_\_\_, \_\_\_\_\_



Property Address: Sample Lease

**Forwarding Address:** The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.

**Last Month's Rent:** The security deposit can **NOT** be used to pay the rent unless specifically written into the lease or agreed in writing at a later time.

**Utilities-** basic services including water and electricity must be left on until the end of the lease. If utilities are not maintained through the end of the lease we will charge a \$200 admin fee to establish services in addition to the cost of the utility services

**Only one security deposit refund check will be issued.** You will receive an itemized list of charges incurred usually sent via certified mail and postmarked within 30 days of your lease end date. Move out walk through inspections are never done with tenants. If you filled out a move in condition form and turned it in within the required time frame we will review once you have vacated.

DocuSigned by:

*Sample Only*

2022-08-21

D75D8CB8938F477

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

DocuSigned by:

*Sample Only*

2022-08-21

D75D8CB8938F477

Landlord or Landlord's Representative

Date

Landlord or Landlord's Representative

Date

**THIS SAMPLE LEASE DOCUMENT MAY CONTAIN ITEMS OR TERMS THAT ARE NOT PART OF EVERY LEASE. EACH LEASE HAS CIRCUMSTANTIAL DETAILS THAT VARY**



### RESIDENTIAL LEASE GUARANTY

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

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

B. If any Tenant fails to make any payment under the lease, Guarantors will, upon demand, make such payment to Landlord or Landlord's agent. Payments under the lease include but are not limited to rent, late charges, returned check charges, attorney's fees, repair costs, pet charges, utility charges, reimbursements to Landlord, maintenance charges, charges for property damage, and other costs or charges specified in the lease. If Tenant otherwise breaches the lease, Guarantors will, upon demand: (1) cure the breach as the lease may require of Tenant; or (2) compensate Landlord for Landlord's loss resulting from the breach.

C. This guaranty applies when the lease commences and continues until the lease ends, including any extension or renewal of the lease. The last date on which the renewal of the lease will renew the obligation of Guarantors is Sample Lease. Guarantors understand that Guarantors are liable under any renewal of the lease that occurs on or before that date so long as the renewal involves Landlord and Tenant and the financial obligations of Guarantor are not increased. Guarantors waive any rights to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease other than as that notice may pertain to this paragraph.

D. Guarantors are jointly and severally liable for all provisions of this guaranty.

E. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the non-prevailing party.

F. Guarantors  will  will not submit (~~as Page 2 of this document~~) an application which authorizes Landlord or Landlord's agent to verify information related to Guarantors' creditworthiness.

G. Special Provisions:

1) Regarding section F the Guarantor(s) submitted application(s) prior to signing this document.

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

DocuSigned by:  
Sample Only 2022-08-21  
Guarantor's Signature Date Guarantor's Signature Date

Printed Name Sample Lease Printed Name \_\_\_\_\_



### KEYBOX AUTHORIZATION BY TENANT

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#### CONCERNING THE PROPERTY LOCATED AT

Sample Lease

- A. The owner of the above-referenced Property has listed the Property for sale or lease with: Sample Lease (Broker).
- B. The owner has authorized the Broker to place a keybox on the Property.
- C. **A keybox is a locked container placed on the Property that holds a key to the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in the tenant's absence. The keybox is a convenience, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
- D. The undersigned tenant authorizes Broker to place a keybox on the Property.
- E. Special Provisions:  
Sample Lease

**THIS SAMPLE LEASE DOCUMENT MAY CONTAIN ITEMS OR TERMS THAT ARE NOT PART OF EVERY LEASE. EACH LEASE HAS CIRCUMSTANTIAL DETAILS THAT VARY**

**Owner and Broker advise tenant to remove or secure jewelry, prescription drugs, and other valuables.**

<small>DocuSigned by:</small> <i>Sample Only</i>	<u>2022-08-21</u>	
<small>tenant</small>	Date	Tenant Date

Phone: Sample Lease

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

E-Mail: Sample Lease

E-Mail: \_\_\_\_\_