

# 1

## Move In General Information

### 1.1 PARTIES

The Parties to this lease are: the owner of the Property,

Landlord,;

and

Tenant(s):

Any parties obligated to guarantee the performance of this lease as guarantors are listed below; guarantors are not occupants of the dwelling.

Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are:

### 1.2 PROPERTY

Landlord leases to Tenant the following real property:

together with the following non-real-property items:

The real property and the non-real-property are collectively called the "Property".

### 1.3 TERM

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

Commencement Date:

Expiration Date:

**B. Delay of Occupancy:** Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy

the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenants holding over of the Property, Tenant may terminate this lease by giving written notice to Landlord before the Property 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 holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

### 1.4 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 1.4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence in 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 1.4B only applies if the lease renews on a month-to-month basis.

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 30 days before the expiration date.

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 1.4A, 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 1.4B.

**B.** If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective 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. Unless stated otherwise in Special Provisions.

### 1.5 RENT

**A. Monthly Rent:** The monthly rent is . Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before the first day of each month during this lease. 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 Listing Broker. The first month's rent is due and payable not later than

by cashier's check, electronic payment, money order, personal check, or other means acceptable to Landlord.

**B. Prorated Rent:** The prorated rent of is due on or before .

**C. Place of payment:** Unless this lease provides otherwise, Tenant will remit all amounts due to the 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.

**Location Rentals 4314 S. Loop 289 Lubbock, TX 79413  
(806)794-5800**

**Notice: Place the Property address 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: 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 cashier's check, electronic payment, money order, personal check, or other means acceptable to Landlord. (4) Landlord requires Tenant(s) to pay monthly rents by one payment. (5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

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

## 1.6 LATE CHARGES

A. If Landlord does not actually receive a rent payment in full amount at the designated place of payment by the third day of each month at 11:59 pm, Tenant will pay Landlord for each late payment: (1) an initial late charge equal to \$40.00 and (2) additional late charges of \$10.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any late payment may not exceed more than 30 days. Notice: As of 1/19, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which 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 3.7.

## 1.7 RETURNED PAYMENTS

Tenant will pay Landlord \$30.00 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.

## 1.8 APPLICATION OF FUNDS

Regardless of any notation on a payment, 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, pet charges, and then to rent.

## 1.9 ANIMALS

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). 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 1.9 or any agreement to keep an animal on the Property, 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 3.7; (2) charge Tenant, as additional rent, an initial amount of \$100.00 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 Property for fleas and other insects; (c) clean and deodorize the Property's carpets and drapes; and (d) repair any damage to the Property caused by the unauthorized animal.

When taking any action under Paragraph 1.9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

## 1.10 SECURITY DEPOSIT

A. Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \_\_\_\_\_ by: 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 distributed equally among 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 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. (4) "Surrender" is defined in Paragraph 2.4 of this lease. (5) One may view the Texas Property Code at the Texas Legislature's website which, as of 7/8/2022, 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 Property, excluding normal wear and tear, and all reasonable cost associated to repair the property; (b) costs for which Tenant is responsible for cleaning, deodorize, exterminate, and maintain the Property; (c) unpaid or accelerated rent; (d) unpaid late charges; (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this lease; (f) unpaid pet charges; (g) replacing unreturned keys, garage door openers, security devices, or other components; (h) the removal of unauthorized locks or fixtures installed by Tenant; (i) Landlord's cost to access the Property if made inaccessible by Tenant; (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date); (k) packing, removing, and storing abandoned property; (l) removing abandoned or illegally parked vehicles; (m) cost of reletting (as defined in paragraph 3.7), if Tenant is in default; (n) attorney's fees, cost 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; (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord; (r) damages to the 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 2.7. (2) if deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

#### 1.11 UTILITIES

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

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

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

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

#### 1.12 USE AND OCCUPANCY

A. Phone Number and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and email not later than 5 days after the change.

B. HOA Rules: This Property ☐ is ☐ is not part of an HOA.

Name \_\_\_\_\_ of  
HOA: \_\_\_\_\_

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.

C. Prohibitions: Unless otherwise authorized by the lease, Tenant may not install or permit any of the following on the Property, 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 Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting and growth and consumption of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

The Owner and Tenant acknowledge that they have been informed by Location Rentals of Section 40.01.003 of the Lubbock City Code and Section 40.01.003, No. 66 of the Lubbock Zoning Ordinance which state that a family should occupy single-family dwelling units and that a family is defined as: "one or more persons related by blood, adoption or marriage, or not more than two (2) unrelated persons living and cooking together as a single housekeeping unit." They also acknowledge that they are aware that if neighbors report more than two unrelated people are occupying a dwelling that a Tenant may be required to vacate the premises. Both parties agree to indemnify and hold harmless Location Rentals from all liability of every kind and character which could be asserted against Location Rentals, or anyone represented by Location Rentals, including reasonable expenses and attorney's fees. Enforcement of this ordinance by the City of Lubbock does not release the tenants from any lease obligations.

For further information regarding this ordinance please visit:

<https://ci.lubbock.tx.us/departments/code-enforcement/services>

D. Guests: Tenant may not permit any guest to stay on the property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 7 consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than 14 days in any one month.

E. 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).

By initialing below, you acknowledge and agree to the terms in

Section 1.

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

## 2

# Policies and Procedures/ Responsibility of Owner and Residents

### 2.1 PARKING RULES

Tenant may not permit more than \_\_\_\_\_ including but not limited to automobiles, trucks, recreational vehicles, motorcycles, all-terrain vehicles, jet skis, and boats \_\_\_\_\_ the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, 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. 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.

### 2.2 ACCESS BY LANDLORD

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

B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property'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 Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet or security device prohibiting access to any area of the property), Landlord may charge Tenant a trip charge of \$90.00.

D. Keybox: A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or person injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox. (1) Tenant authorized Landlord, Landlord's property manager, and Landlord's broker to place on the property a keybox containing a key to the property: (a) during the last 30 days of this lease or any renewal or extension; and (b) at any time Landlord lists the Property for sale or lease with a Texas licensed broker. (2) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 2.2C. (3) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants or any damages, injuries, or losses arising from the use of the keybox unless caused by Landlord, the property manager, or the Landlord's broker.

### 2.3 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 convenience. 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 by 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 Property's condition. Tenant has inspected the Property and accepts it AS-IS.

C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 7 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with paragraph 2.6.



## 2.4 MOVE-OUT

A. Move-out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions: (1) "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. (2) "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs: (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease. (3) "Abandonment" occurs when all of the following occur: (a) all occupants have vacated the Property, in Landlord's reasonable judgment; (b) Tenant is in breach of this lease by not timely paying rent; and (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 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 Property after surrendering or abandoning the Property Landlord may: (a) dispose of such personal property in the trash or landfill; (b) give such personal property to a charitable organization, or (c) store and sell such personal property under the following procedures in §54.045(b)-(e), Property Code. (2) Tenant must reimburse Landlord all Landlord's reasonable costs for removal of paragraph 2.4C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

## 2.5 PROPERTY MAINTENANCE

A. Tenant's General Responsibility: Tenant, at Tenant's expense, must: (1) keep the Property clean and tidy; (2) promptly dispose of all garbage in appropriate receptacles; (3) supply and change heating and air conditioning filters at least once a month; (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 Property 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 conditions on the Property; (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes; (8) replace any lost or misplaced keys; (9) pay any extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise 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 and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; (12) water the foundation of the Property at reasonable and appropriate times; (13) supply and change water filtration systems, including but not limited to, refrigeration water lines; and (14) 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, including the alley way, but does not include common areas maintained by any owners' association. (2) "Maintain the yard" means to perform activities such as, but not limited to:

(a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard, and (c) removing debris from the yard. (3) Unless prohibited by ordinance or other law, Tenant will water the yard based on city guidelines, but not less than twice per week. In addition to watering, the yard will be maintained by the Tenant, at Tenant's expense, unless otherwise specified in special provisions.

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. Prohibitions: If Tenant installs any fixtures on the Property, 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 any of Landlord's personal property from the 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 sheet rock and grooves in paneling; (4) permit any water furniture on the Property; (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems; (6) alter, replace or remove flooring material, paint, or wallpaper; (7) install, change, or remove a kitchen appliance, or non-real-property item listed in paragraph 2.4C(1); (8) keep or permit any hazardous material on the Property such as flammable or explosive materials; (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased. (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; (11) cause or allow any lien to be filed against any portion of the Property; or (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

E. Failure to Maintain: If Tenant fails to comply with this Paragraph 2.5 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 3.7, 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.

F. Smoking: Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family or occupants is not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking does occur on the Property, Tenant will be in default and: (1) Landlord may exercise Landlord's remedies under Paragraph 3.7; and (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

## 2.6 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 Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager at the emergency contact number located in special provisions. 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 make a diligent effort 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 utilities). Failure to strictly follow the procedure in the applicable sections may cause Tenant to be in default of the lease.

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

**D. Payment of Repair Costs:** (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this paragraph 2.6. 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 the Tenant; (b) damage to doors, windows, and screens; (c) damage from windows or doors left open; (d) damage from wastewater stoppages caused by food or improper objects in lines, including feminine hygiene products, that exclusively serve the Property; (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and (f) Any specific items or appliances listed in Special Provisions.

**E. Trip Charge:** If a repair person is unable to access the Property 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 2.2C.

**F. Advance payment and reimbursements:** Landlord may require payment of repairs or payments under this Paragraph 2.6 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amount under this Paragraph 2.6 for which Tenant is responsible.

## 2.7 SECURITY DEVICES AND EXTERIOR DOOR LOCKS

A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding

glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.

B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. 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 Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized §92.156(e), Property Code.

## 2.8 SMOKE ALARMS

Subchapter D, Chapter 92, Property Code requires the Property 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.

By initialing below, you acknowledge and agree to the terms in Section 2.

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

## General Clauses

### 3.1 LIABILITY

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

### 3.2 HOLDOVER

If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, the cost 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.

### 3.3 RESIDENTIAL LANDLORD'S LIEN

Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Chapter 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.

### 3.4 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 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 right of any owners association affecting the property.

### 3.5 CASUALTY LOSS OR CONDEMNATION

Section 92.054, Property Code covers the rights and obligations of the parties regarding a casualty loss to the Property. Any process, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

### 3.6 SPECIAL PROVISIONS

The following or attached special provisions and any addenda or

written rules furnished to you at or before signing will become a part of this lease and will supersede any conflicting provisions of this printed lease form.

A one-time move-in admin fee of \$75.00 per household will be due on the lease start date.

A one-time \$200.00 administrative fee will be charged to the tenant(s) should tenant(s) and owner agree to execute a Lease Amendment to add or remove any other tenant or guarantors to the original terms of this lease. This administrative fee will be due on or before the date that the Lease Amendment is executed.

Owner will have carpets professionally cleaned upon move-out at tenant's expense.

Any washer, dryer, and/or refrigerator furnished with the property may be repaired or replaced at owner's discretion.

### AFTER HOURS CONTACT:

[www.rentthelbk.com](http://www.rentthelbk.com)

### 7 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 Property by providing Tenant with at least one day written notice to vacate; (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand; (3) Landlord may exercise Landlord's lien under Paragraph 3.3 and any other rights under this lease or the Property Code; (4) all unpaid amounts, including judgements, may 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 Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property; (c) repairs to the Property for use beyond normal wear and tear; (d) all landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court cost, 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 3.7B(1) may be by any means permitted by §24.005, Property Code.

D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 2.7.

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



### 3.8 EARLY TERMINATION

This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under paragraph 1.4; (ii) extended by written agreement of the parties; (iii) terminated earlier under Paragraph 3.7, by agreement of the parties, applicable law, or this Paragraph 3.8. Unless otherwise provided by law, Tenant is not entitled to early termination due to a voluntary or involuntary job or school transfer, change 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; (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. §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 Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice. (3) Sex offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.016, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.016, Property Code.

B. Assignment, Subletting, and Replacement Tenant: (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent. (2) If Tenant requests an early termination of this lease under Paragraph 3.8B, 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, at 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 Property, Tenant will pay Landlord 85% of one's month rent that the assignee, subtenant, or replacement tenant is to pay. (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenants obligation 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.

### 3.9 ATTORNEY 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, attorneys fees, cost of service, and all other costs of the legal proceeding from the non-

prevailing party.

### 3.10 REPRESENTATION

Tenants 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.

### 3.11 NOTICES

All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, sent by email or sent by electronic transmission to:

Tenant at the Property.

Landlord c/o: Location Rentals 4314 S. Loop 289 Lubbock, TX 79413.

### 3.12 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 the Texas Association of REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

### 3.13 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 3.11.

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

D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies. We may report rental payment data to credit agencies.

E. Landlord is not obligated to respond to any request for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)

F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in the Landlord's or Landlord's agents presence ; (ii) permit the named person to remove Tenant's personal property; (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.

**Emergency Contact(s):**

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 3.13(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 3.13(F) provides to the Landlord written notice of termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's personal 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 3.13(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.tdps.state.tx.us](http://www.tdps.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 obtains liability insurance and insurance for casualties such as fire, flood, water damage, and theft.

J. Landlord's broker, Location Rentals, will act as the property manager for landlord. Name of property manager: Location Rentals Address 4314 S. Loop 289 Lubbock, TX 79413 Phone: 806-794-5800.

K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

**L. 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.**

By initialing below, you acknowledge and agree to the terms in Section 3.

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

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## Addenda

### 4.1 RESIDENTIAL LEASE GUARANTY (IF APPLICABLE)

A. In consideration for Landlord leasing the Property to Tenant, the guarantor(s) listed in Paragraph 1.1 guarantee the performance of all Tenant under the lease.

B. If any Tenant fails to make any payment under the lease, guarantor(s) 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, guarantor(s) 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 guarantor(s) is 1 year from original lease expiration date. Guarantor(s) understand that guarantor(s) are liable for any renewal of the lease that occurs so long as the renewal involves Landlord and Tenant and the financial obligations of guarantor(s) are not increased. Guarantor(s) waive any right to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease other than as that may pertain to this paragraph.

D. Guarantor(s) 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. Guarantor(s) have, or will, submit an application which authorizes Landlord or Landlord's agent to verify information related to guarantor's creditworthiness.

Guarantor(s) may request a copy of the lease from the Tenant or the broker to the lease.

## 4.2 BED BUG ADDENDUM

### A. Representations:

(1) Landlord is not aware of any evidence indicating the presence of bed bugs currently in the property.

(2) Tenant has or will inspect the Property for evidence indicating the presence of bed bugs in the Property within 48 hours after move-in.

(3) Tenant represents: (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 (ii) or (b) if tenant is aware of any evidence indicating the presence of bed bugs in Tenant's or any occupants: (i) current or previous residence(s); or (ii) personal property Tenant 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, guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by (i) bedbugs or (ii) 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 cost 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 3.7 of the lease, Tenant must immediately reimburse Landlord the amounts under this addendum for which Tenant is responsible.

**F. Resources for more information:** For more information about bed bugs, Tenant may visit one of the websites listed below

Texas Department of Health 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/>

## 4.3 ADDENDUM REGARDING LEAD-BASED PAINT

**A. Lead-Based Paint 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 1991, for 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) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property. (2) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. Tenant's Acknowledgement:** (1) Tenant has received copies of all information listed in paragraph 4.3B. (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 to lead-based paint and/or lead-based paint hazards in the Property; (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.

## 4.4 MOLD REMEDIATION CONSUMER PROTECTION- 1/22

From: Texas Department of Licensing & Regulation

### 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.

### 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, so 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 building 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.shtm>.
- 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.

By initialing below, you acknowledge and agree to the terms in Section 4.

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

5

## Class Action Waiver

### 5.1 CLASS ACTION WAIVER

You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and **you expressly waive your ability to bring,**

**represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

**YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF PAR. 5.1 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.**

By initialing below, you acknowledge and agree to the terms in Section 5.

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

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## Rental Flood Disclosure

### 6.1 ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

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

**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 AGENT, 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.

By initialing below, you acknowledge and agree to the terms in Section 6.

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Tenant Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial

X \_\_\_\_\_  
Guarantor Initial





## Protect Your Family From Lead in Your Home

**EPA** United States Environmental Protection Agency

 United States Consumer Product Safety Commission

 United States Department of Housing and Urban Development

March 2021

WestMark Companies, 4185 54th Street Lubbock, TX 79423 Phone: (806) 776-4245 Fax: Produced with Lone Wolf Transactions (zipForm Edition) 231 Shearson Cr. Cambridge, Ontario, Canada N1T 1J5 www.lwolf.com

TXR-2511

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

**Read this entire brochure to learn:**

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

**Before renting or buying a pre-1978 home or apartment, federal law requires:**

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

**If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate*. It tells you about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



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TXR-2511  
Lead

## Simple Steps to Protect Your Family from Lead Hazards

**If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



**Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**

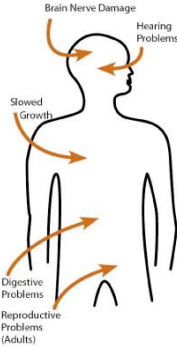
- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-owned, and federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

**Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft<sup>2</sup>) and higher for floors, including carpeted floors
- 100 µg/ft<sup>2</sup> and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips - which you can see - and lead dust - which you may not be able to see - both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk.

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.





## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

**Abatement is designed to permanently eliminate lead-based paint hazards.** However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

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TXR

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older homes and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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TXR-2511  
Lead

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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Lead

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Lead

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead/safewater](http://epa.gov/lead/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 906-6809

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Pesticides & Toxics  
61 Forsyth Street  
Atlanta, GA 30303  
(404) 562-8950

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (EPA Region 17J)  
100 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 353-8008

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10 (20-C04)  
Air and Toxics Enforcement Section  
1200 Sixth Avenue, Suite 155  
Seattle, WA 98101  
(206) 553-1200

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards, activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
March 2021

## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

4314 S Loop 289 • Lubbock, TX 79413  
(806) 794-5800

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Lead\_Based\_Paint\_Pamphlet.pdf

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Tenant Signature

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Date Signed

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SAMPLE

4314 S Loop 289 • Lubbock, TX 79413  
(806) 794-5800

# 8

## Sign and Accept

### 8.1 SIGN AND ACCEPT

---

**You are legally bound by this document.**

**Please read it carefully.**

**A facsimile or electronic signature on this Lease is as binding as an original signature.**

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

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

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

**This lease is the entire agreement between you and us.**

**You are NOT relying on any oral representations.**

**This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract and accept addenda. You can access and download this contract at any time in your portal.**

**SAMPLE**



X \_\_\_\_\_  
Tenant Signature

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Date Signed

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Lessor

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**SAMPLE**

## 1

# Animal Agreement

## 1.1 PROPERTY INFORMATION

Addendum to Residential Lease concerning the Property at:

Owner's name:

Residents (*list all residents*):

## 1.2 ANIMAL AUTHORIZATION AND DESCRIPTION

(1) An assistance animal is required to be reported to the Landlord with accompanying documentation. 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 a reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.

**Misrepresentation of an assistance animal is a violation of law and may be punishable offense.**

(2) Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect) other than an assistance animal, unless specifically authorized by this agreement.

(3) Tenant may only keep the following animal(s) on the Property until the above-referenced lease ends.

## 1.3 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 1.2 on the Property, the parties agree to the following.

Tenant will pay an animal deposit of \_\_\_\_\_ on or before \_\_\_\_\_. 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.

Tenant will pay a monthly animal fee in the amount of \_\_\_\_\_

with is due concurrently with rent payment as referenced in the lease contract .

Tenant will pay a one-time, non refundable animal fee of \_\_\_\_\_ on or before \_\_\_\_\_ .

## 1.4 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, when outside, by fences or on leashes under Tenant's control; (5) confine any animal, that is not an assistance animal, in an appropriate enclosure for the type of animal; (6) promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks, and promptly remove from the Property any offspring of any animal.

## 1.5 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 the Property in its entirety as permitted by the lease.

## 1.6 DISCLOSURE CONCERNING ANIMALS

(1) Tenant must notify Landlord, prior to signing this addendum, of whether any of the animals described under this addendum has ever bitten or injured another person.

(2) Tenant must notify Landlord, prior to signing this addendum, of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone.

## 1.7 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 flooring, doors, walls, window coverings, furniture, appliances, sod, yard, fences, or landscaping.

## 1.8 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.

## 1.9 DEFAULT

If Tenant breaches any provision in this animal agreement, Landlord may, in addition to all remedies described under

Paragraph 1.9B of the lease, immediately terminate authorization for Tenant to keep any animal on the Property. Upon such termination, Tenant must immediately remove any such animal from the Property.

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept addenda. You can access and download this contract at any time in your portal.

X  
\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date Signed

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Tenant Signature

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Date Signed

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\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date Signed

SAMPLE

4314 S Loop 289 • Lubbock, TX 79413  
(806) 794-5800

## 1

# Lease Addendum for Allocating Water, Wastewater, Stormwater, & Trash Costs

## 1.1 ADDENDUM

Addendum to Residential Lease concerning the Property at:

Owner's name:

Residents (list all residents):

## 1.2 REASON FOR ALLOCATION

When water, wastewater, storm water, and trash bills are paid in full, residents have no control over the amount they pay. This results in a waste of the community's natural resources and adds to the overhead of the property--and that usually means higher rents. Allocation of water, wastewater, storm water, and trash bills save money for residents because it encourages them to conserve these resources.

## 1.3 YOUR PAYMENT DUE DATE

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

## 1.4 ALLOCATION PROCEDURES

Your monthly rent under the Lease Contract does not include a charge for water, wastewater, storm water, or trash. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water, wastewater, storm water, and trash bill(s) for the property, based on an allocation method approved by the Public Utility Commission of Texas (PUC) and described below. The allocation method that we will use in calculating your bill is one of the three options noted below and described in the following subdivision of Section 24.124 of the PUC rules:

☐ actual occupancy

☐ square feet of the unit;

☐ a combination of actual occupancy and square feet

Within 10 days after which the utility company sends its monthly bill to us for the water, wastewater, storm water, and trash mastermeter, we will try to allocate that mastermeter bill among our residents by allocated billing.

## 1.5 COMMON AREA DEDUCTION

We will calculate your allocated share of the mastermetered water, wastewater, storm water, and trash bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules, if applicable. No administrative or other fees will be added to the total mastermeter water, wastewater, storm water, and trash bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid charges and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

## 1.6 CHANGE OF ALLOCATION FORMULA

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

## 1.7 PREVIOUS AVERAGE

At your request, as required under PUC rules, you may be notified of the average monthly bill for all dwelling units in the previous calendar year for any unit in the apartment community for this period, if such information is available. These amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.

## 1.8 RIGHT TO EXAMINE RECORDS

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

## 1.9 PUC

Water, wastewater, storm water, and trash allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.



## 1.10 CONSERVATION EFFORTS

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

## 1.11 WATER ALLOCATION AND SUB METERING IS REGULATED BY THE TEXAS PUBLIC UTILITY COMMISSION. IN ACCORDANCE WITH PUC RULES, A COPY OF THAT APPLICABLE RULES ARE PROVIDED TO YOU BELOW:

### SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

#### §24.121. General Rules and Definitions.

(a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving sub metered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safe guards for tenants.

(b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a sub metered or allocated basis.

(c) Definitions. The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise.

(1) Allocated utility service - Water or wastewater utility service that is mastermetered to an owner by a retail public utility and allocated to tenants by the owner.

(2) Apartment house - A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium, whether rented or owner-occupied, and if a dwelling unit is rented, having rental paid at intervals of one month or longer.

(3) Customer service charge - A customer service charge is a rate that is not dependent on the amount of water used through the master meter.

(4) Dwelling unit - One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.

(5) Dwelling unit base charge - A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.

(6) Master meter - A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facilities, or manufactured home rental community, including common areas, common facilities, and dwelling units.

(7) Manufactured home rental community - A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.

(8) Multiple use facility - A commercial or industrial park, office

complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.

(9) Occupant - A tenant or other person authorized under a written agreement to occupy a dwelling.

(10) Owner - The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; a condominium association; or any individual, firm, or corporation that purports to be the landlord of tenants in an apartment house, manufactured home rental community, or multiple use facility.

(11) Point-of-use submeter - A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.

(12) Submetered utility service - Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on sub metered water utility service; water utility service measured by point-of-use submeters when all the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use sub meters.

(13) Tenant - A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, in return, is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.

(14) Utility service - For purposes of this subchapter, utility service includes only drinking water and wastewater.

#### §24.122. Owner Registration and Records.

(a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.

(b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:

(1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or

(2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.

(c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low-income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.

(d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible.

If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.

(e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:

(1) a current and complete copy of TWC, Chapter 13, Subchapter M;

(2) a current and complete copy of this subchapter;

(3) a current copy of the retail public utility's rate structure applicable to the owner's bill;

(4) information or tips on how tenants can reduce water usage;

(5) the bills from the retail public utility to the owner;

(6) for allocated billing:

(A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;

(B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.124(e)(2) of this title (relating to Charges and Calculations); and

(C) the square footage of the tenant's dwelling unit and total space and the total square footage of the apartment building, manufactured home rental community, or multiple dwelling unit used for billing if dwelling unit size or rental space is used;

(7) for sub metered billing:

(A) the calculation of the average cost per gallon, liter, or cubic foot;

(B) if the unit of measure of the submeter or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;

(C) all submeter readings; and

(D) all submeter test results;

(8) the total amount billed to all tenants each month;

(9) total revenues collected from the tenants each month to pay for water and wastewater service; and

(10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.

(f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.

(g) Availability of records

(1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office

within three days after receiving a written request.

(2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.

(3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.

(4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

## 1.12 RENTAL AGREEMENT

(a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:

(1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;

(2) which utility services will be included in the bill issued by the owner;

(3) how disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;

(4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;

(5) if not submetered, a clear description of the formula used to allocate utility services;

(6) information regarding billing such as meter reading dates, billing dates, and due dates;

(7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;

(8) the tenant has the right to receive information from the owner to verify the utility bill; and

(9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.124(d)(3) (related to Charges and Calculations) of this title that will be billed to tenants.

(b) The requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.

(c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.

(d) Change from submetered to allocated billing. An owner shall not change from sub metered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have

been met. Good cause may include:

- (1) equipment failures; or
  - (2) meter reading or billing problems that could not feasibly be corrected.
- (e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

### 1.13 CHARGES AND CALCULATIONS

(a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.

(b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.

(c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.

(d) Calculations for submetered utility service. The owner's submetered charges must include the dwelling unit base charge, and customer service charge, if applicable, and the gallons per minute and must be calculated each month as follows:

(1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(3) service charge for manufactured home rental community or the owner or manager of an apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when;

(A) the resident resides in a unit of an apartment house that has received an allocation of low-income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f); and

(4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for

the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.

(e) Calculations for allocated utility service.

(1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:

(A) dwelling unit base charges or customer service charge, if applicable; and

(B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:

(i) if all common areas are separately metered or submetered, deduct the actual common area usage;

(ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;

(iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or

(iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.

(2) To calculate a tenant's bill:

(A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or

(ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:

(I) dwelling unit with one occupant = 1;

(II) dwelling unit with two occupants = 1.6;

(III) dwelling unit with three occupants = 2.2; or

(IV) dwelling unit with more than three occupants = 2.2 + 0.4 per each additional occupant over three; or (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale

below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:

- (I) dwelling unit with an efficiency = 1;
- (II) dwelling unit with one bedroom = 1.6;
- (III) dwelling unit with two bedrooms = 2.8;

(IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or

(v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;

(B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;

(C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by: (i) any of the factors developed under subparagraph (A) of this paragraph; or (ii) the area of the individual rental space divided by the total area of all rental spaces; and

(D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by: (i) any of the factors developed under subparagraph (A) of this paragraph; or (ii) the square footage of the rental space divided by the total square footage of all rental spaces.

(3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate a bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. The owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.

(f) Conversion to approved allocation method. An owner using an allocation

formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.123(c) of this title (relating to Rental Agreement) and either:

- (1) adopt one of the methods in subsection (e) of this section; or
- (2) install submeters and begin billing on a submetered basis; or
- (3) discontinue billing for utility services.

## 1.14 BILLING

(a) Monthly billing of total charges. The owner shall bill the tenant

each month for the total charges calculated under §24.124 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.

(b) Rendering bill.

(1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.

(2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(d) Billing period.

(1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.

(2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.

(e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.

(f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:

- (1) total amount due for submetered or allocated water;
- (2) total amount due for submetered or allocated wastewater;
- (3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
- (4) total amount due for water or wastewater usage, if applicable;
- (5) the name of the retail public utility and a statement that the bill is not from the retail public utility;
- (6) name and address of the tenant to whom the bill is applicable;
- (7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and
- (8) name, address, and telephone number of the party to whom payment is to be made.

(g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:

(1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;



(2) the cost per gallon, liter, or cubic foot for each service provided; and

(3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.

(h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.

(i) Estimated bill. An estimated bill may be rendered if a master meter, sub meter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.

(j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.

(k) Overbilling and underbilling. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use sub meter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same number of time as that of the underbilling. Adjustments for overbilling of a previous tenant may not be back billed to a current tenant.

(l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.

(m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

## 1.15 SUB METERS OR POINT-OF-USE SUB METERS AND PLUMBING FIXTURES

### (a) Submeters or point-of-use sub meters

(1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurements, such as gallon, liter, or cubic foot.

(2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.

(3) Submeter or point-of-use submeter tests prior to installation. No sub meter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use sub meter is removed from service, it must be properly tested

and calibrated before being placed in service again.

(4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch- water submetering systems.

(5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.

(6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:

(A) identifying number;

(B) the installation date (and removal date, if applicable);

(C) date(s) the submeter or point-of-use submeter was calibrated or tested;

(D) copies of all tests; and

(E) the current location of the submeter or point-of-use sub meter.

(7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:

(A) provide evidence, at no charge to the tenant, that the sub meter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or

(B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.

(8) Billing for submeter or point-of-use submeter test.

(A) The owner may not bill the tenant for testing costs if the sub meter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters. PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379.

(B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.

(C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point of- use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.

(9) Bill adjustment due to submeter or point-of-use submeter error. If a sub meter does not meet AWWA accuracy standards or a point-of-use sub meter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.125(k) of this title (relating to Billing). The



owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.

(10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.

(b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facilities or a manager of a condominium may implement a program to bill tenants for sub metered or allocated water service, the owner or manager shall adhere to the following standards:

(1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;

(2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and

(3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facilities or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:

(A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and

(B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.0

(C) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.

SAMPLE

## 2

### Sign and Accept

#### 2.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept addenda. You can access and download this contract at any time in your portal.

<p>X _____ Tenant Signature</p> <p>_____ Date Signed</p>	<p>X _____ Guarantor Signature</p> <p>_____ Date Signed</p>
<p>X _____ Tenant Signature</p> <p>_____ Date Signed</p>	<p>X _____ Guarantor Signature</p> <p>_____ Date Signed</p>
<p>X _____ Tenant Signature</p> <p>_____ Date Signed</p>	<p>X _____ Guarantor Signature</p> <p>_____ Date Signed</p>
<p>X _____ Tenant Signature</p> <p>_____ Date Signed</p>	<p>X _____ Guarantor Signature</p> <p>_____ Date Signed</p>
<p>X _____ Lessor</p> <p>_____ Date Signed</p>	

4314 S Loop 289 • Lubbock, TX 79413  
(806) 794-5800

# 1

## Lease Addendum for Allocating Master Metered Electrical Cost

### 1.1 ADDENDUM

Addendum to Residential Lease concerning the Property at:

Owner's name:

Residents (list all residents):

☐ actual occupancy;

☐ square feet of the unit;

☐ a combination of actual occupancy and square feet of the unit.

If a formula other than the total square footage formula is used, we have requested and received written approval from the PUC to use this formula, if necessary. PUC rules already permit allocation based on square footage.

### 1.2 REASON FOR ALLOCATION

When master metered electrical bills are paid by the property owner, residents have no incentive to conserve electricity. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rent. On the other hand, allocation of electricity raises everyone's awareness of the need to conserve electricity and air conditioning and to pay attention to the thermostat and cool air loss through open doors or windows. It should, therefore, minimize the need for rent increases to cover wasteful practices of other residents regarding electrical consumption.

### 1.3 YOUR PAYMENT DUE DATE

Payment of your allocated electric bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your electrical bill if we do not receive timely payment. If you are late in paying the electrical bill, we may cut off your electricity pursuant to statutory procedures. We may also exercise all other lawful remedies, including eviction. If your electric service must be re-established after it is disconnected for nonpayment, we will also charge you a \$10.00 re-connection fee (not to exceed \$10, based on our average cost to reconnect service).

### 1.4 ALLOCATION PROCEDURES

You (the resident) and we (the owner) agree to the electricity allocation system described below. During the lease term, we are authorized to allocate the monthly master meter electrical bill(s) for the property as set forth below. Your monthly rent under the Lease Contract does not include a charge for electricity. Instead, you will be receiving a separate bill from us for electricity. Your monthly electricity bill will be based on one the following formula:

### 1.5 COMMON AREA DEDUCTION

Only one total mastermetered electrical bill will be allocated. Before the bill is allocated a deduction may be made to cover estimated electricity consumption in any common areas such as electricity used in: (1) laundry rooms; (2) central hot water heating; (3) pools and spas; (4) outside lighting; and (5) any onsite management office. Penalties or interest for any late payment of the master metered electrical bill by us will be paid for by us and will not be allocated.

### 1.6 CHANGE OF ALLOCATION FORMULA

The above allocation formula for determining your share of the master metered for determining your share of the master metered electricity bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 90 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

### 1.7 PREVIOUS AVERAGE

At your written request, we will provide to you the average monthly bill for your apartment for the previous calendar year, using the allocation formula indicated.

### 1.8 RIGHT TO EXAMINE RECORDS

You may examine our electrical bills from the utility company and our calculations relating to the monthly allocation of the electricity bills during regular weekday office hours. While it is not required, please give us reasonable advance notice to gather data.

### 1.9 COPY OF PUC RULES

The public Utility Commission (PUC) governs electrical allocation. We will furnish you a copy of the PUC electrical allocation rules upon written request.

## 2

### Sign and Accept

#### 2.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept addenda. You can access and download this contract at any time in your portal.

<p>X _____ Tenant Signature</p> <p>_____ Date Signed</p>	<p>X _____ Guarantor Signature</p> <p>_____ Date Signed</p>
<p>X _____ Tenant Signature</p> <p>_____ Date Signed</p>	<p>X _____ Guarantor Signature</p> <p>_____ Date Signed</p>
<p>X _____ Tenant Signature</p> <p>_____ Date Signed</p>	<p>X _____ Guarantor Signature</p> <p>_____ Date Signed</p>
<p>X _____ Tenant Signature</p> <p>_____ Date Signed</p>	<p>X _____ Guarantor Signature</p> <p>_____ Date Signed</p>
<p>X _____ Lessor</p> <p>_____ Date Signed</p>	

# 1

## Lease Addendum for Allocation Natural Gas Costs

### 1.1 ADDENDUM

Addendum to Residential Lease concerning the Property at:

Owner's name:

Residents (list all residents):

### 1.2 REASON FOR ALLOCATION

When natural gas bills are paid by the property owner, residents have no incentive to conserve gas and heat. This results in waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents. On the other hand, allocation of gas raises everyone's awareness of the need to conserve gas and heat and to pay attention to the thermostat and heat loss through open doors or windows. It should, therefore, minimize the necessity for rent increases to cover wasteful use of other residents regarding heating and gas consumption.

### 1.3 YOUR PAYMENT DUE DATE

Payment of your allocated gas bill is due 10 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your gas bill if we do not receive timely payment. If you are late in paying the gas bill, we may not cut off your gas; but we may immediately exercise all other lawful remedies, including eviction--just like late payment of rent.

### 1.4 ALLOCATION PROCEDURES

Your monthly rent under the Lease Contract does not include a charge for natural gas. Instead, you will be receiving a separate bill from us each month for gas. We may include this item as a separate and distinct charge as part of a multi-item bill.

You agree to and we will allocate the monthly gas bill for the property based on one of the allocation methods below

- ☐ actual occupancy;
- ☐ square feet of the unit;
- ☐ a combination of actual occupancy and square feet of the unit.

### 1.5 COMMON AREA DEDUCTION

Only the total mastermeter gas bill will be allocated. Before the bill is allocated, a deduction may be made to cover estimated gas consumption in any common areas, such as: (1) gas dryers and room heating in laundry room; or (2) hot water heating for pools, spas, or laundry rooms. Penalties or interest for any late payment of the mastermeter gas bill by us will be paid for by us and will not be allocated.

### 1.6 CHANGE OF ALLOCATION FORMULA

The' above allocation formula for determining your share of the natural gas bill cannot be changed except as follows (1) your receive notice of the new formula at lease 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

### 1.7 RIGHT TO EXAMINE RECORDS

You may examine our gas bills from the utility company and our allocation formula relating to the monthly allocation of the gas bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.



## 2

### Sign and Accept

#### 2.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept addenda. You can access and download this contract at any time in your portal.

X

Tenant Signature

Date Signed

X

Guarantor Signature

Date Signed

X

Tenant Signature

Date Signed

X

Guarantor Signature

Date Signed

X

Tenant Signature

Date Signed

X

Guarantor Signature

Date Signed

X

Tenant Signature

Date Signed

X

Guarantor Signature

Date Signed

X

Lessor

Date Signed

**\*\*🏡 Important Backyard Guidelines! 🌿\*\***

Attention Residents!

To maintain the beautiful appearance of your backyard, please remember the following essential rules:

**🚫 \*\*No BBQ Grills or Heating Devices:\*\***

Please do not place BBQ grills, chimineas, fire pits, or heating devices on the artificial turf. This helps protect the turf from damage.

**🌱 \*\*Weed Maintenance.\*\***

As part of your responsibilities, please promptly remove any weeds growing through the artificial turf.

Thank you for your cooperation in keeping our community beautiful!

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

\_\_\_\_\_  
Guarantor Signature                      Date

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

\_\_\_\_\_  
Guarantor Signature                      Date

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

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Guarantor Signature                      Date

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

\_\_\_\_\_  
Guarantor Signature                      Date

\_\_\_\_\_  
Lessor                                      Date

## ✨ How to Clean Your Vinyl Plank Flooring ✨

Keep Your Floors Sparkling Clean with These Simple Steps!

### 1. Sweep First

Start by sweeping your vinyl floors to remove loose debris.

### 2. Prepare Your Cleaning Solution

Fill a bucket with warm water and add 1 cup of white vinegar OR purchase a PH-neutral cleaner specific for LVP-type flooring.

### 3. Mop with Care

Use a damp mop (not soaking wet!) to clean your floors. Remember, over-saturation can cause glue to seep through planks, leading to loose flooring.

🚫 Important: Do not use commercial cleaners!

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Tenant Signature

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Date

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Guarantor Signature

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Guarantor Signature

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Date

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

## City Street Lofts Parking Access Agreement Form

- ☐ Tenant will not have access to gated or garage parking areas.
- ☐ Tenant will pay \$25.00 monthly per parking spot for parking lot access at 1401 Ave J.
- ☐ Tenant will pay \$35.00 monthly per parking spot for parking garage access at 1414 Texas Ave.

Tenant Signature	Date	Guarantor Signature	Date

Tenant Signature	Date	Guarantor Signature	Date

Tenant Signature	Date	Guarantor Signature	Date

Tenant Signature	Date	Guarantor Signature	Date

Lessor	Date

1

## Pool/Spa Maintenance Addendum

### 1.1 POOL/SPA MAINTENANCE ADDENDUM

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE  
PROPERTY AT

**A. MAINTENANCE:** Tenant will: (i) maintain proper water heights in the pool /spa at all times; (ii) empty and clean skimmers and pool sweeps at least once a week and more often if necessary; (iii) properly operate the pool equipment; and (iv) take necessary precautions to prevent the freezing of pipes, pool equipment, and pool water. Other maintenance, including periodic vacuuming, the application of appropriate chemicals, and equipment maintenance will be performed by the tenant, at Tenant's expense.

**B. Enclosure:** Tenant will keep all pool enclosure and yard gate in good operable condition and closed at all times.

**C. Use:** Tenant must take reasonable action to: (i) prohibit children from using the pool or spa accessing the pool or spa area without an adult present; (ii) prohibit persons under the influence of drugs or alcohol from using the pool or spa; (iii) prohibit glass containers or objects in or near the pool or spa; (iv) prohibit any diving in the pool or spa.

**D. RISK OF LOSS AND INSURANCE:** (1) Tenant assumes all risk when Tenant or Tenant's guests use the pool or spa. Landlord and Landlord's agent are not liable for use of the pool or spa by Tenant or Tenant's guests. (2) At all times the lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect a public liability insurance policy in amount not less than \$300,000.00 on an occurrence basis for losses related to the Property and pool and spa. Upon request, Tenant must provide Landlord a copy of an insurance certificate evidencing the required coverage. If Tenant fails to maintain the required insurance at all times the lease is in effect, Landlord may, in addition to Landlord's remedies under the lease, purchase insurance that will provide Landlord with the required level of coverage and Tenant must immediately reimburse Landlord for such expense.



## 2

### Sign and Accept

#### 2.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept addenda. You can access and download this contract at any time in your portal.

X

Tenant Signature

Date Signed

X

Guarantor Signature

Date Signed

X

Tenant Signature

Date Signed

X

Guarantor Signature

Date Signed

X

Tenant Signature

Date Signed

X

Guarantor Signature

Date Signed

X

Tenant Signature

Date Signed

X

Guarantor Signature

Date Signed

X

Lessor

Date Signed

## **Town West HOA Pool Rules**

**This is a private pool. There is no lifeguard on duty.**

**Swim at your own risk. No running or diving.**

**Pool Hours: 6:00 AM - 10:00 PM**

1. One key per HOA property will be provided. There will be a \$50.00 replacement fee for lost keys.
2. The gate to pool area is to remain closed and locked at all times. Do not prop the gate open or grant entry to anyone who does not have their own key.
3. No one under the age of 16 is permitted in the pool area unless accompanied by the property owner/adult resident.
4. There is a limit of 6 individuals per property allowed in the pool area at any one time.
5. Dispose of your trash in the trash receptacle. Take your pool coats and all personal items with you as you leave.
6. Appropriate swim wear is required while in the pool area. Infants and toddlers must wear diapers designated for swimming.
7. Only authorized personnel are allowed in restricted areas.
8. Pool safety equipment is for emergency use only-do not allow children to play with these.

### **Strictly Prohibited Items**

- **Alcoholic beverages**
- **Glass containers**
- **Smoking / Vaping**
- **Pets**
- **Loud music**
- **Profane language**

**These rules will be strictly enforced**

You will be asked to leave the pool area by any member for failure to follow rules or inappropriate behavior.

You also risk the confiscation of your pool key for the rest of the season.

Please be respectful of your neighbors and the pool property.

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**Tenant Signature**

**Date**

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**Guarantor Signature**

**Date**

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**Tenant Signature**

**Date**

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**Guarantor Signature**

**Date**

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**Tenant Signature**

**Date**

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**Guarantor Signature**

**Date**

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**Tenant Signature**

**Date**

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**Guarantor Signature**

**Date**

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**Lessor**

**Date**

**SAMPLE**