

1

Move In General Information

1.1 PARTIES

The Parties to this lease are: the owner of the Property,  
Landlord,: <<Owner Name(s)>>; and  
Tenant(s): <<Tenants (Financially Responsible)>>.

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

<<Co-Signer(s)>>

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:

<<Other Occupant(s)>>

1.2 PROPERTY

Landlord leases to Tenant the following real property:

<<Unit Address>>

together with the following non-real-property items:  
Appliances Included (refrigerator,washer,dryer>window units).

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: <<Lease Start Date>>

Expiration Date: <<Lease End 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 for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 1.4B only applies if the lease renews on a month-to-month basis.

A. This Lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than 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 can be effective on the date designated in the notice but not sooner than 30 days after the notice is given and, if not timely, rent will be prorated on a daily basis. Unless stated otherwise in Special Provisions.

1.5 RENT

A. Monthly Rent: The monthly rent is <<Monthly Rent>>. 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 <<Lease Start Date>> by cashier's check, electronic payment, money order, personal check, or other means acceptable to Landlord.

B. Prorated Rent: The prorated rent of <<Prorated Rent>>is due on or before <<Lease Start Date>>.

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 the 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 one payment may not exceed more than 30 days. **Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which 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 check 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.

C. 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

Security Deposit: Security Deposit

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 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 with 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, alarm monitoring systems, cable and Internet connections) except the following which Landlord will pay: Utilities Paid by Owner (type none if tenant pay all).

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

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

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

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 or is not Subject to HOA (Type is or is not) part of an HOA.

Name of HOA: Name of HOA (or type none).

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 \_\_\_\_\_  
Initial Here

2

Policies and Procedures/  
Responsibility of Owner and  
Residents

2.1 PARKING RULES

Tenant may not permit more than  
Number of Vehicles Permitted (number listed on tenant page)

vehicle(s), including but not limited to automobiles, trucks, recreational vehicles, motorcycles, all-terrain vehicles, jet skis, and boats, on 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) arrive for 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 Tenants 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 by following procedures in §54.045(b)-(e), Property Code. (2) Tenant must reimburse Landlord all Landlord's reasonable cost under 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 Responsibilities: Tenant, at Tenant's expense, must: (1) keep the Property clean and sanitary; (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 any: fixture, appliance, or non-real-property item listed in paragraph 1.2; (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 § 2.056(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 a 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 cause by foreign 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 F, 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 \_\_\_\_\_  
Initial Here

# 3

## 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, Tenants guests, any occupants, or any pets or assistance animals including costs 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. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.

### 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 \$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 co-signer 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.

Special Provisions

#### EMERGENCY CONTACT:

Justin Backus

4314 S. Loop 289

Lubbock, TX 79413

806-776-4245

justin@locationrentals.net

www.rentthelbk.com

### 3.7 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 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 §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting, and Replacement 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 REPRESENTAION

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 and a copy to:

<<Tenants (Financially Responsible)>>

<<Unit Address>>

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 an 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 a reasonable time; (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 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 \_\_\_\_\_  
Initial Here

## 4

### Addenda

#### 4.1 RESIDENTIAL LEASE GUARANTY (IF APPLICABLE)

A. In consideration for Landlord leasing the Property to Tenant, the Co-Signer(s) listed in Paragraph 1, guarantee the performance of all Tenant under the lease.

B. If any Tenant fails to make any payment under the lease, Co-Signer(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, Co-Signer(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 Co-Signer(s) is 1 year from original lease expiration date. Co-Signer(s) understand that Co-Signer(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 Co-Signer(s) are not increased. Co-Signer(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. Co-Signer(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. Co-Signer(s) have, or will, submit an application which authorizes Landlord or Landlord's agent to verify information related to Co-Signer's creditworthiness.

**Co-Signer(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, or guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by bedbugs, or (ii) any other condition or pest in the Property.

##### C. Treatment:

(1) If the presence of bed bugs in the Property is confirmed, Tenant must: (a) allow Landlord and Landlord's agents access to the Property at reasonable times without first attempting to contact Tenant and without notice to perform bed bug inspections or treatments; (b) comply with all instructions from Landlord or Landlord's agents to clean and treat the Property; (c) remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property; and (d) pay all reasonable 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 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 plumbing or roof problem and then quickly repaired during 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 TLDR 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, otherwise the problem will return. When the moisture is eliminated, the mold will no longer grow and will die.

If you or your landlord choose to pay for testing before remediation work starts, the licensed mold assessment consultant who will do the assessment should establish criteria for interpreting the test results. When mold cleanup is necessary, the licensed mold

assessment consultant will develop a protocol that the mold remediation contractor will follow. The protocol will specify the estimated quantities and locations of materials to be remediated, methods to be used and cleanup criteria that must be met.

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

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

#### What can I do about the mold?

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

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

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

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

#### Who can do the 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.

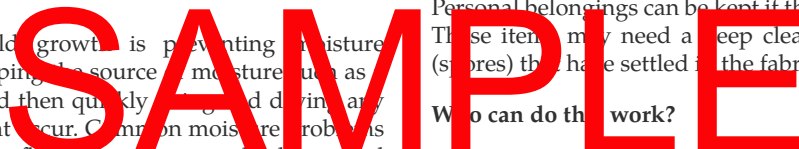
In most instances, areas of visible mold less than 25 contiguous square feet in area may be cleaned or removed by people who are not licensed.

- 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 Licenses, 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>

**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.

**4.4 ADDENDUM REGARDING LEAD-BASED PAINT**

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

**B. Disclosure:** (1) 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 4.4B. (2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

**D. Agents' Notice to Landlord and acknowledgement:** (1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; (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.

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

X \_\_\_\_\_  
Initial Here



**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 \_\_\_\_\_  
Initial Here

# Rental Flood Disclosure

## 6.1 ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT <<Property Address>>

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 \_\_\_\_\_  
Initial Here

# Sign and Accept

## 7.1 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 (ii) accept addenda. You can access and download this contract at any time in your account.



\_\_\_\_\_  
Lessee

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

X

\_\_\_\_\_  
Lessor

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