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Move In General Informaion

1.1 PARTIES

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

Landlord,;

Tenant(s):

Any parties obligated to guarantee the performance of this lease as co-signers are listed below; co-signers 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 any included 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 tenants holding over. This paragraph does not apply to any delay in occupancy cause 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.

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 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.

1.5 RENT

A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of _____ for each full month during this lease. Rent is payable by: cashier's check, electronic payment, money order, personal check, or other means acceptable to Landlord. Tenant will pay the monthly rent so that Landlord receives the monthly rent on the first day of each month during this lease.

B. Prorated Rent: On or before _____ Tenant will pay Landlord _____ as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

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.

WestMark Leasing 6023 82nd St. Lubbock, TX. 79424 (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 mean 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 one full day 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 based on a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of rent. 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 PETS

A. Unless the parties agree otherwise in writing, **Tenant may not permit, even temporarily, any pet on the Property** (including but not limited to any aggressive breed, exotic animal, mammal, reptile, bird, fish, rodent, or insect).

B. If Tenant violates this paragraph 1.9 or any agreement to keep a pet 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 pet for each day Tenant violates the pet restrictions;

(3) remove or cause to be removed any unauthorized pet 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 pet; and (4) charge to Tenant the Landlord's cost to: (a) remove any unauthorized pet; (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 pet.

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

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

Total:

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 made payable to all Tenants named in this lease.**

Notices about Security Deposits: (1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees. (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the 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 01-01-16, 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 to clean, 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