

1

# Move In General Informaion

## 1.1 PARTIES

The Parties to this lease are: the owner of the Property, Landlord; WestMark Leasing ; and Tenant(s): Sample Sample .

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:

6023 82nd Ste 6  
Lubbock, TX 79424

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: 11/30/2017

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 provided on a daily basis.

## 1.5 RENT

**A. Monthly Rent:** Tenant will pay Landlord monthly rent in the amount of \$1,000.00 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. Prepaid Rent:** On or before 11/30/2017 Tenant will pay Landlord as pre-paid 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.

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 that Tenant tenders to Landlord which is returned or not honored by a financial 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

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 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) unless stated otherwise in special provisions. 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:** 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.

**C. Prohibitions:** Except as 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; 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 WestMark Leasing of Section 29-7, C-1 of the Lubbock City Code and Section 29-3, No. 45 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 WestMark Leasing from all liability of every kind and character which could be asserted against WestMark Leasing, or anyone represented by WestMark Leasing, including reasonable expenses and attorney's fees.

**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 days without Landlord's written permission, whichever is less.

**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).

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## Policies and Procedures/ Responsibility of Owner and Residents

### 2.1 PARKING RULES

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.

### 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 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 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 use of the keybox unless caused by Landlord, the property manager, or the Landlord's broker.**

## 2.3 MOVE-IN CONDITIONS

**A.** Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS.

**B.** 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 the 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 condition filters at lease 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 periodic, preventive, or additional extermination costs demanded 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 cutoff valve and all emergency breakers and how to switch the valve or breakers on at appropriate times to mitigate any potential damage; (12) water the foundation of the Property at reasonable and appropriate times; and (13) promptly notify Landlord, in writing, of all needed repairs.

**B. Yard Maintenance:** (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, 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. Other than 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, 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; or (11) cause or allow any lien to be filed against any portion of the Property.

**E. Failure to Maintain:** If Tenant fails to comply with this Paragraph 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 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 proper 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, 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 conditions 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 caused 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 keyless 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.

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## 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-base paint, mold, fungus, etc.) or other occurrences or casualty losses. **Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any pets.**

### 3.2 HOLD OVER

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, cost of eviction, and attorneys' fees. Rent for the 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.

Owner will have carpets professionally cleaned upon move-out at tenants expense.

If any washer, dryer, and/or refrigerator is furnished with the property they may be repaired or replaced at owners discretion.

### EMERGENCY CONTACT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### 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; and (4) 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. Tenant is not entitled to early termination due to 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 a court order described under §92.016, Property Code protecting Tenant or an occupant of the Property from family violence committed by a cooccupant 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 cooccupant or occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice. **(3) Sex offenses or stalking:** Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

**B. Assignment, Subletting, and Replacement Tenants:** (1) Tenant may not assign this lease or sublet the 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, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord. (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the 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 Tenant's 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, or sent by electronic transmission to:

Tenant at the Property and copy to:

Sample Sample  
6023 Szn...te 6  
Subbock, TX 79424

Landlord c/o  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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 as emergency contact on the tenant's application 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 in the event of a tenant's death.

G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine registered sex offenders associated 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).

H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.

I. Landlord's broker, WestMark Leasing, will act as the property manager for landlord. **Name of property manager: WestMark Leasing Address: 6023 82nd Ste. 6 Lubbock, TX. 79424 Phone: 806-794-5800**

J. 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.

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.

X SAMP  
Sample Sample

## 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 1.1 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; and (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 extensions or renewals of the lease. Co-Signer(s) understand that Co-Signer(s) are liable under any renewal of the lease that occurs, including as the renewal involves the 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 increase, 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 PROTECTING YOUR HOME FROM MOLD JUNE 2002

Mold growth problems can adversely affect many homeowners in Texas. Homeowners who act quickly and appropriately can prevent or correct conditions that may cause mold growth. The Texas Department of Health (TDH) and Texas Department of Insurance (TDI) prepared this publication to help you understand the concerns related to mold growth and to provide some effective steps you can take to help prevent mold growth. The following information will help you protect your investment in your home and may prevent the possibility of health risks due to mold exposure.

*If you are a renter, you should contact your landlord or property manager immediately when you have a maintenance need related to water damage.*

**What Are Molds?** Molds are microscopic organisms commonly found both indoors and outdoors. Molds, along with mushrooms and yeast, are known scientifically as fungi. Their purpose in nature is to break down dead material and recycle nutrients in the



environment. For molds to grow and reproduce, they need a food source -any organic material, such as leaves, wood, paper, or dirt - and moisture. Since molds grow by "eating" the organic material, they gradually destroy whatever they are feeding on. Mold growth on surfaces can often be seen as a colored spot, frequently green, gray, brown, black or white. It commonly appears as a powdery, fuzzy, or hair-like material. Actively growing molds typically produce odors, sometimes described as earthy, moldy, mildew like, old dirty socks, or ammonia. Molds release thousand of microscopic spores, which are lightweight, easily airborne, and carried by air currents to surrounding areas. The spores must have both food and moisture to actually start growing, similar to plant seeds.

**What Do I Do If A Leak Occurs?** Whether or not the water damage may be covered by your insurance policy, it is important to act quickly to prevent further damage to you home.

- Immediately stop the source of leak or flooding.
- Remove excess water with mops or a wet vacuum. If the damage is significant, consider contacting a water extraction company for immediate action.
- Whenever possible, remove wet items to a secure, dry and well ventilated area or outside to expedite drying.
- Protect repairable and undamaged items from further damage.
- Move rugs and pull up areas of wet carpet as soon as possible.
- Increase circulation in and around wet areas by opening closed and cabinet doors, moving furniture away from walls and running fans.
- If necessary, remove wallboard and flooring materials and dry out those areas.
- Don't throw away removed or damaged materials until instructed by your insurance company.
- Dry any damp or wet building materials and furnishings within 24-48 hours.
- Keep all receipts, photos, and other relevant documents.
- Contact your insurance company if applicable.

**NOTE:** The sooner the affected area is dried out and the source of leak is repaired, the better your chances of minimizing damage to your property. If the water cannot be removed and the area dried promptly and efficiently, consider contacting a water extraction company for immediate action.

### Why Are Molds A Concern?

**Damage to Home:** It is common to find mold spores in the air inside homes, and on most surfaces including clothes, walls, and furniture. Most of the time mold spores found indoors come from outdoor source. Routine cleaning of your home and furnishings helps keep these levels low. Cleaning small areas of visible mold, such as mold that may occur around your shower, is necessary to prevent unsanitary conditions. The level of concern greatly increases when there are large amounts of active mold growth in your home. Large-scale mold problems are most likely to occur when there has been an on-going water leak, a flood, or very high levels of humidity in the home. Indoor mold growth may cause very high levels of airborne mold spores, which, in turn, may cause the spread of mold growth from the original source to other areas of the home where high moisture levels exist. Extensive mold growth can damage your home and belongings, such as carpets, sofas and cabinets. In time, unchecked mold growth can cause damage to the structural elements in your home. While there is no practical way to eliminate all mold and mold spores in the indoor environment, keeping you home clean and dry can prevent extensive mold growth and its related damage.

**Health Effects:** The vast majority of people are exposed to small amounts of mold or their spores on a daily basis without evident harm. However, mold growing inside a home is an unsanitary condition that may present potential health rises to occupants. Therefore, it is always best to identify and correct high moisture conditions quickly before mold grows and possible health problems develop. Potential health effects produced by molds may include allergic irritating, or toxigenic effects, and rarely, infection. Allergic reactions are generally the most common health effect. Typical symptoms (alone or in combination) reported by people living in moldy homes include:

- respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- sneezing and/or nasal congestion
- eye irritation (itching, burning, watery, or reddened eyes)
- coughing or throat irritation
- skin rashes or irritation
- headaches
- fatigue

The potential health effects depend on the amounts and types of mold present, the length and frequency of exposure, and the sensitivity and health condition of exposed individuals. While many people seldom experience ill effects from mold exposures, some may develop a serious illness. Persons exposed to mold or mold spores may become sensitized and develop allergies to the mold or other health problems. Even "dead" mold (including spores and pieces of mold) may still cause allergy, irritation, or toxic reactions. Thus, killing mold without removing the residue may still be a health concern. Complete removal and thorough cleanup of mold is the safest solution. Individuals at greatest risk who may experience more severe symptoms or become ill more rapidly than others include:

- individuals with existing respiratory conditions, such as allergies, asthma, or chemical sensitivities
- individuals with weaken immune systems due to conditions such as HIV infection or cancer treatment
- infants and young children
- the elderly

Anyone with a health problem they believe may be due to mold exposure should consult a medical professional.

### Resources

For additional information, consult the mold and/or indoor air quality resources at the following: **Texas Department of Health** [www.tdh.state.tx.us/beh/iaq/](http://www.tdh.state.tx.us/beh/iaq/) 1-800-572-5548, **U.S. Environmental Protection Agency** [www.epa.gov/iaq/](http://www.epa.gov/iaq/) 1-800-438-4318, **Texas Department of Insurance** [www.tdi.state.tx.us/commish/mold.html](http://www.tdi.state.tx.us/commish/mold.html) 1-800-252-3439

Since you cannot remove all food sources for molds, it is important as a homeowner to take sensible precautions to prevent moisture from creating a breeding ground for mold.

### Moisture Control

- Maintain levels of humidity below 60% (preferably between 30% and 50%) by: (1) venting bathrooms, dryers, and other moisture-generating sources to the outside (2) avoiding blockage of air conditions vents (3) using air conditioners and de-humidifiers (4) increasing ventilation by installing additional crawlspace and attic vents, opening windows or installing an air-to-air heat exchanger (5) using exhaust fans when cooking, dishwashing and cleaning (6) avoid the use of unvented heaters or high heat in confined areas (7) setting the

air conditioning thermostat to "auto" to prevent circulation of humid air

- Add insulation to reduce the potential for condensation on cold surfaces (windows, piping, exterior walls, rook or floors)
- Consider using moisture sensors that sound an audible alarm when a leak occurs

#### Other Precautions

- **Water Valve** - Make sure everyone in the household knows where the main valve is located and how to turn the water off.
- **Rain Gutters and Downspouts** - Direct rainwater away from your home. Keep gutters clean and make sure downspouts are long enough to effectively carry water away from your foundation. Gutters that are filled with leaves and other debris allow water to back up on the roof, which can result in water damage to eaves and roofing material.
- **Insulate Pipes and Outside Faucets** - Minimize the potential for water damage from frozen, broken pipes by insulating supply lines (in attic, crawlspaces, and exterior walls), protecting exposed outdoor faucets, sealing gaps in exterior walls and maintaining adequate heat in your home.
- **Sump Pump** - The sump pump is the first line of defense in preventing water seepage into basements. Periodically check the sump and remove any debris that could clog the pump. Consider installing a battery-powered backup to protect your basement during power outages.
- **Don't Block Weep Holes** - Weep holes are openings at the foundation level of a brick wall that allow moisture to escape from behind the wall. Do not close or block these openings.
- **Monitor Utility Bills** - An Abnormally high water bill could signal a water leak.
- **Before You Travel** - Turn the water off at the main valve or at major appliances. While you are away, consider leaving a house key and contact information with a neighbor or trusted friend and ask the person to check the inside and outside of your home periodically while you are away.

#### Prevention

- Purchase paint with EPA approved mold inhibitors
- Clean bathrooms and showers with mold killing products and keep surfaces dry
- Do not carpet bathrooms, basements, kitchens or other areas prone to collect moisture
- Repair damages that could lead to water intrusion promptly and properly
- Ensure that the home has adequate ventilation, including exhaust fans in the kitchen and bathroom

**Inspection:** Inspect your home regularly for the indications and sources of indoor moisture. Establish a maintenance schedule to check the following sources of water leaks on a regular basis. Contact a maintenance or service company with any questions or concerns.

- **Hot water Heaters** - Over time, these appliances may rust or develop cracks, and the resulting leaks can be very costly. Check your water heater for rust and deterioration every year. Check the drain pan for water and ensure that the drain line for the overflow pan is not clogged. Drain and clean the water heater as recommended by the manufacturer.
- **A/C Drain Lines** - Damage can occur when the line that drains condensation from the evaporator coils becomes clogged and water overflows from the drip pan. To prevent this, periodically check the drip pan for water and consider an annual inspection or service call to reduce the buildup of algae and mold in the drain line.

- **Appliance Hoses** - Broken hoses are among the most common causes of water damage. Regularly inspect hoses and hose fittings on washing machines, ice makers, and dishwasher for kinks, cracks, bulges, or evidence of deterioration. Replace standard rubber washing machine hoses every two to five years, or more frequently if they are showing signs of water. Consider using steal-reinforced hoses for longer life.
- **Showers, Tubs, Sinks, and Toilets** - Water that leaks from around bathtubs, showers, sinks, and toilets can cause extensive damage because the leak is often hidden from view. To prevent leaks, make sure you have a continuous watertight seal of caulk around the edges of sinks, toilets, tubs, and shower stalls. Cracks or mold on the caulk or on the grout at tiles on walls or shower floors may indicate that you do not have a watertight seal. Remove all caulk or grout, clean and dry the surface thoroughly, and apply fresh caulk. Do not apply new caulk or grout on top of the old materials.
- **Visible Piping** - Routinely check piping under cabinets and sinks for leaks, rust and evidence of deterioration.
- **Waste/Garbage Disposal System** - Routinely check for cracking or other sources of leaks in the waste disposal system.
- **Caulking around Windows, Doors, Penetrations, and Cracks** - Windows and doors should have a continuous bead of caulk sealing them to the exterior surface of the home. Penetrations of the exterior wall by pipes, electrical conduit, phone or cable lines, and exhaust ducts should also be caulked. Cracks or mold in the caulk may indicate that you do not have a watertight seal. Remove all caulk, clean and dry the surface thoroughly, and apply fresh caulk. Do not apply new caulk on top of the old caulk.
- **Attic and Ceilings** - Routinely check for wet insulation and water stains.
- **Wallpaper** - Routinely check for bubbling and/or peeling, as well as pink or black stains.
- **Roofs** - Keep roofs free of debris that can damage roofing material and allow water to seep in. Trim tree branches to prevent them from rubbing and damaging the roof. Promptly repair missing or damaged shingles. Properly seal any cracks around chimneys, skylights, and vents. Check metal flashing for holes, cracks, or other damage. Replace flashing or use silicon caulk to seal any opening.
- **Landscape** - Yards should slope away from the house to prevent puddling near the foundation or under pier and beam houses.
- **Sprinklers and irrigation system** - Do not allow sprinklers or sprinkler heads to soak the exterior of the home.
- Check for evidence of water stains or odors, particularly after rains, on areas that could get wet.

#### Potential Signs of Mold Growth

- Unexplained discoloration on any surface
- Musty odor
- Dark spots on or around vents
- water stains anywhere
- Peeling or curling vinyl floors or wallpaper

#### 4.3 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.

X SAMP  
Sample Sample

## 5.1 PROPERTY INFORMATION

Addendum to Residential Lease concerning the Property at:

6023 82nd Ste 6  
Lubbock, TX 79424

Owner's name: WestMark Leasing

Residents (*list all residents*): Sample Sample

## 5.2 PET AUTHORIZATION AND PET DESCRIPTION

(1) Tenant may not keep any pet on the property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect. (2) Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

## 5.3 CONSIDERATION

In consideration for Landlord's authorization for Tenant to keep the pet(s) described in Paragraph 1.2 on the Property, the parties agree to the following.

On or before the date of this Addendum, Tenant will pay landlord a pet deposit totaling \$\_\_\_\_\_. The pet deposit is an increase in the security deposit in the lease and is made party of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the pet is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.

## 5.4 PET RULES

Tenant must: (1) take all reasonable action to insure that any pet 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 pet; (3) keep the rabies shots of any pet current; (4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control; (5) confine any pet other than a dog or cat in appropriate cages at all times; (6) promptly remove any pet waste from the Property, including all living areas, garages, storage's, storage areas, yards, porches, patios, courts, decks, and (7) promptly remove from the Property any odor or staining of any pet.

## 5.5 ACCESS

Tenant must not restrict or confine any pet in any way that the pet is likely to prevent or prohibit Landlord or other persons access to the Property in its entirety as permitted by the lease.

## 5.6 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 pet; (b) any personal injuries to any person caused by any pet; and (c) any damage to any person's property caused by any pet.

(2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping.

## 5.7 INDEMNIFICATION

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

## 5.8 DEFAULT

If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 1.9B of the Lease.

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# 6

## Sign and Accept

### 6.1 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 portal.

X *Sample Sample*

Lessee

IP Address: 66.76.19.214  
11/17/2016 09:18am CST

X *Mike Muen*

Lessor

IP Address: 66.76.19.214  
11/17/2016 09:18am CST