



TEXAS APARTMENT ASSOCIATION

M E M B E R

This Lease Contract is only valid if filled out before January 1, 2010.

Apartment Lease Contract



Date of Lease Contract: (when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract): and us, the owner: (name of apartment community or title holder). You've agreed to rent Apartment No. at (street address) in (city), Texas, (zip code) for use as a private residence only.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract): No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than consecutive days without our prior written consent, and no more than twice that many days in any one month.

3. LEASE TERM. The initial term of the Lease Contract begins on the day of (year), and ends at midnight the day of (year). This Lease Contract will automatically renew month-to-month unless either party gives at least days written notice of termination or intent to move-out as required by paragraph 37.

4. SECURITY DEPOSIT. The total security deposit for all residents is \$, due on or before the date this Lease Contract is signed. This amount (check one): does or does not include an animal deposit.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided apartment key(s), mailbox key(s), and other access devices for. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices.

6. RENT AND CHARGES. You will pay \$ per month for rent, in advance and without demand (check one): at the on-site manager's office through our online payment site, or at

Prorated rent of \$ is due for the remainder of (check one): 1st month or 2nd month, on (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission.

third day of the month. You'll also pay a charge of \$ for each returned check or rejected automatic electronic draft, plus initial and daily late charges until we receive acceptable payment. Daily late charges will not exceed 15 days for any single month's rent. If you don't pay rent on time, you'll be in default and all remedies under state law and this Lease Contract will be authorized.

7. UTILITIES. We'll pay for the following items, if checked: gas water wastewater electricity trash cable TV master antenna Internet service other utilities. You'll pay for all other utilities, related deposits, and any charges or fees, on such utilities during your Lease Contract term. You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason--including disconnection for not paying your bills--until the Lease Contract term or renewal period ends.

8. INSURANCE. Our insurance does not cover the loss of or damage to your personal property. You are (check one): required to buy and maintain renter's or liability insurance (see attached addendum), or not required to buy renter's or liability insurance. If neither is checked, insurance is not required but is still strongly recommended.

9. SECURITY DEVICES. What We Must Provide. Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorviewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt lock on one entry door.

What You Are Now Requesting. Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them.

Payment. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment.

Special Provisions and "What If" Clauses

10. 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 Contract and will supersede any conflicting provisions of this printed Lease Contract form.

11. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. You'll be liable for a reletting charge of \$ (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you: (1) fail to move in, or fail to give written move-out notice as required in paragraphs 23 or 37; or (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or (3) move out at our demand because of your default; or (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

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Your Initials: Initials of Our Representative:

**Not a Release.** The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain--particularly those relating to make ready, inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community due to: a violation of the Lease Contract or rules; improper use; negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacements and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT.** All property in the apartment is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent. For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After We Exercise Lien for Rent.** If your rent is delinquent, our representative may peacefully enter the apartment and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the apartment in a conspicuous place--plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the apartment is presumed to be yours unless proven otherwise.

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42).

**Storage.** We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Property Code Section 54.042 is limited to charges for packing, removing, and storing.

**Redemption.** If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return

redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction. Animals removed after surrender, abandonment, or eviction may be kennelled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies, and duties under paragraphs 11 and 32 apply to acceleration under this paragraph.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37. The written move-out notice under paragraph 37 applies only to the end of the current Lease Contract or renewal period.

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the Lease Contract begins--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your apartment.

### While You're Living in the Apartment

**18. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

**19. LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is

permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You will notify us within 15 days if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us within 15 days if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.

**20. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in

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a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if it:
- (1) has a flat tire or is otherwise inoperable
  - (2) is on jacks, blocks or has wheel(s) missing
  - (3) takes up more than one parking space
  - (4) belongs to a resident or occupant who has surrendered or abandoned the apartment
  - (5) is in a handicap space without the legally required handicap insignia
  - (6) is in a space marked for office visitors, managers, or staff
  - (7) blocks another vehicle from exiting
  - (8) is in a fire lane or designated "no parking" area
  - (9) is in a space marked for other resident(s) or apartment(s)
  - (10) is on the grass, sidewalk, or patio
  - (11) blocks garbage trucks from access to a dumpster, or
  - (12) has no current license, registration or inspection sticker, and we give you at least 10 days notice that the vehicle will be towed if not removed.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31 or 37, you won't be released from this Lease Contract for any reason--including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase.

**Death of Sole Resident.** If you are the sole resident, upon your death you may terminate the Lease Contract without penalty with at least 30 days written notice. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:
- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
  - (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, *or* (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and other detection devices, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5. Window screens are not for security or keeping people from falling out.

**Detection Devices.** We'll furnish smoke or other detection devices required by statute or city ordinance, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. Neither you nor others may disable detectors. If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages, and attorney's fees. You also will be liable to us and others if you fail to report malfunctions, or any loss, damage, or fines resulting from fire, smoke, or water.

**Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or business or personal income from any cause, including, but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants or guests, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must--for 24 hours a day during freezing weather--(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be

liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. We'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed by statute or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

We are committed to the principles of fair housing. In accordance with fair housing laws, we will make reasonable accommodations to our rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of this apartment community. We may require you to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** If you or any occupant needs to send a notice or request--for example, for repairs, installations, services, ownership disclosure or security-related matter -- IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or any other matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract by giving you at least 5 days written notice. We may also remove personal property if it causes a health or safety hazard. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

27. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal, you must sign a separate animal addendum and pay an animal deposit. An animal deposit is considered a general security deposit. We will authorize a support animal for a disabled person but will not require an animal deposit. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal,

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we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**28. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection device batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is

reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**29. MULTIPLE RESIDENTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease Contract termination may be given only by residents. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Any resident who defaults under this Lease Contract will indemnify the non-defaulting residents and their guarantors.

Security deposit refund check and any deduction itemizations will be by: *(check one)*

- one check jointly payable to all residents and mailed to any one resident we choose, OR
- one check payable and mailed to \_\_\_\_\_

*(specify name of one resident).*

*If neither is checked, then the refund will be made in one check jointly payable to all residents.*

### Replacements

**30. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing--even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

**31. RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 25;
- (2) maintain fixtures, hot water, heating, and A/C equipment;
- (3) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may possibly terminate this Lease Contract and exercise other remedies under Property Code Section 92.056 by following this procedure:

- (a) all rent must be current and you must make a written request for repair or remedy of the condition--after which we'll have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)--after which we'll have a reasonable time for the repair or remedy; and
- (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies, including those under Property Code Section 92.0561.

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail--after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

**32. DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe on time; (2) you or any guest or occupant violates this Lease Contract, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (i) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (ii) any sex-related crime, including a misdemeanor; (6) any illegal drugs or paraphernalia are found in your apartment; or (7) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

**Eviction.** *If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate.* Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant over 16 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Notice by mail only will be considered delivered on the earlier of: (1) actual delivery, or (2) three days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing

an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term--for up to one month from the date of notice of Lease Contract extension--by delivering written notice to you or your apartment while you continue to hold over.

**Other Remedies.** If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've furnished at our expense, unless government regulations provide otherwise. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination and statutory lockout under Section 92.0081 of the Property Code. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. We may recover attorney's fees in connection with enforcing our rights under this Lease Contract. You agree that late charges are liquidated damages and a reasonable estimate of such damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

**03022009SAMPLE4**

## General Clauses

**33. MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.* No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given, as well as any fax transmittal verification. Fax signatures are binding. All notices must be signed. Notices may not be given by email.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease Contract obligations must be performed in the county where the apartment is located.

We may deactivate or not install keyless bolting devices on your doors if: (1) you or an occupant in the dwelling is over 55 or disabled, and (2) the requirements of Section 92.153(e) or (f) of the Property Code are satisfied.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

Residents may have rights under Texas law to terminate the lease in certain situations involving family violence or a military deployment or transfer.

**34. PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments for gas, water or electricity) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

**35. TAA MEMBERSHIP.** We represent that, at the time of signing this Lease Contract or a Lease Contract Renewal Form: (1) we; (2) the management company that represents us; or (3) any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address is disclosed on page 6). If not, the following applies: (1) this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); and (2) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association at the time of the third automatic renewal. A signed affidavit from the local affiliated apartment association which attests to non-membership when the Lease Contract or renewal was signed will be conclusive evidence of non-membership. The Lease Contract is voidable at your option if the Lease Contract or any lease addendum (that is a copyrighted TAA form) fails to show at the bottom of each page the names of all original residents listed in paragraph 1, or contains the same form identification code as any other resident's Lease Contract or lease addendum; or if your TAA Rental Application contains the same form identification code as any other resident's Rental Application. Governmental entities may use TAA forms if TAA agrees in writing.

## Security Guidelines for Residents

**36. SECURITY GUIDELINES.** We care about your safety and that of other occupants and guests. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

Inform all other occupants in your apartment, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your apartment when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.

- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and detection devices to make sure they are working properly. Detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

## When Moving Out

**37. MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the military clause (paragraph 23). **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions--even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements below are met.
- The move-out date in your notice [check one]:  must be the last day of the month; or  may be the exact day designated in your notice. If neither is checked, the second applies.

- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move-out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to provide a reminder notice, 30 days written notice to move-out is required.

**YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.** We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

**03022009SAMPLE5**

- 38. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
- 39. CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
- 40. MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
- 41. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing detection device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-

related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

- 42. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid—whichever date occurs first.

You have *abandoned* the apartment when all of the following have occurred: (1) everybody appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

### Signatures, Originals and Attachments

- 43. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Access Gate Addendum
- Additional Special Provisions
- Animal Addendum
- Apartment Rules or Community Policies
- Asbestos Addendum (if asbestos is present)
- Early Termination Addendum
- Enclosed Garage, Carport or Storage Unit Addendum
- Inventory & Condition Form
- Intrusion Alarm Addendum
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Legal Description of Apartment (if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: \_\_\_\_\_ )
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- TCEQ Tenant Guide to Water Allocation
- Utility Allocation Addendum for:  electricity  water  gas  central system costs  trash removal  cable TV
- Utility Submetering Addendum for:  electricity  water  gas
- Other \_\_\_\_\_
- Other \_\_\_\_\_

Name and address of locator service (if applicable)

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

**You are legally bound by this document.  
Please read it carefully.**

**Before submitting a rental application  
or signing a Lease Contract, 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 Contract if agreed to in writing by all parties.**

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

*Resident or Residents (all sign below)*

\_\_\_\_\_ Date signed  
 \_\_\_\_\_ Date signed  
 \_\_\_\_\_ Date signed  
 \_\_\_\_\_ Date signed

*Owner or Owner's Representative (signing on behalf of owner)*

\_\_\_\_\_

*Address and phone number of owner's representative for notice purposes*

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

*After-hours phone number* \_\_\_\_\_

**(Always call 911 for police, fire or medical emergencies)**

*Date form is filled out (same as on top of page 1)* \_\_\_\_\_





## Inventory and Condition Form

Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home Phone: (\_\_\_\_) \_\_\_\_\_ Work Phone: (\_\_\_\_) \_\_\_\_\_

Apartment Community Name: \_\_\_\_\_ Apt. # \_\_\_\_\_  
 or Street Address (if house, duplex, etc.): \_\_\_\_\_

*Within 48 hours after move-in, you must note on this form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below if they don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.*

Move-In or  Move-Out Condition (Check one)

### Living Room

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Lamps, bulbs \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 Other \_\_\_\_\_

### Kitchen

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Stove/oven, trays, pans, shelves \_\_\_\_\_  
 Vent hood \_\_\_\_\_  
 Refrigerator, trays, shelves \_\_\_\_\_  
 Refrigerator light, crisper \_\_\_\_\_  
 Dishwasher, dispensers, racks \_\_\_\_\_  
 Sink/disposal \_\_\_\_\_  
 Microwave \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 Other \_\_\_\_\_

### General Items

Thermostat \_\_\_\_\_  
 Cable TV or master antenna \_\_\_\_\_  
 A/C filter \_\_\_\_\_  
 Washer/dryer \_\_\_\_\_  
 Garage door \_\_\_\_\_  
 Ceiling fans \_\_\_\_\_  
 Exterior doors, screens/screen doors, doorbell \_\_\_\_\_  
 \_\_\_\_\_  
 Fireplace \_\_\_\_\_  
 Other \_\_\_\_\_

### Dining Room

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 Other \_\_\_\_\_

### Halls

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 Other \_\_\_\_\_

### Exterior (if applicable)

Patio/yard \_\_\_\_\_  
 Fences/gates \_\_\_\_\_  
 Faucets \_\_\_\_\_  
 Balconies \_\_\_\_\_  
 Other \_\_\_\_\_

### Bedroom (describe which one):

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 Other \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceiling or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Bathtub, enclosure, stopper \_\_\_\_\_  
 Shower, doors, rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Bathtub, enclosure, stopper \_\_\_\_\_  
 Shower, doors, rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Half Bath**  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Safety-Related Items** (Put "none" if item does not exist)  
 Door knob locks \_\_\_\_\_  
 Keyed deadbolt locks \_\_\_\_\_  
 Keyless deadbolts \_\_\_\_\_  
 Keyless bolting devices \_\_\_\_\_  
 Sliding door latches \_\_\_\_\_  
 Sliding door security bars \_\_\_\_\_  
 Sliding door pin locks \_\_\_\_\_  
 Doorviewers \_\_\_\_\_  
 Window latches \_\_\_\_\_  
 Porch and patio lights \_\_\_\_\_  
 Smoke detectors (push button to test) \_\_\_\_\_  
 Alarm system \_\_\_\_\_  
 Fire extinguishers (look at charge level--BUT DON'T TEST!) \_\_\_\_\_  
 Garage door opener \_\_\_\_\_  
 Gate access card(s) \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_  
**or Date of Move-Out:** \_\_\_\_\_

**Acknowledgment.** You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke detector(s) and verify they are operating correctly.

*In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.*

**Resident or Resident's Agent:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_  
**Owner or Owner's Representative:** \_\_\_\_\_ **Date of Signing:** \_\_\_\_\_





## Animal Addendum

Date: \_\_\_\_\_  
(when this Addendum is filled out)

*Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.*

**1. DWELLING UNIT DESCRIPTION.** Unit No. \_\_\_\_\_  
\_\_\_\_\_, at \_\_\_\_\_  
\_\_\_\_\_ (street address)  
in \_\_\_\_\_ (city),  
Texas, \_\_\_\_\_ (zip code).

Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

**2. LEASE CONTRACT DESCRIPTION.**  
Lease Contract date: \_\_\_\_\_  
Owner's name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Residents (list all residents): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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

The Lease Contract is referred to in this Addendum as the "Lease Contract."

**3. CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

**11. EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

**4. ANIMAL DEPOSIT.** An animal deposit of \$ \_\_\_\_\_ will be charged. The deposit is due at the time you sign this Addendum. This animal deposit will increase the total security deposit under the Lease Contract. We will consider this additional security deposit a general security deposit for all purposes. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract. The additional security deposit is not refundable before all residents surrender the premises, even if the animal has been removed.

**12. ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the above if requested.
- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_  
\_\_\_\_\_
- Outside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_  
\_\_\_\_\_
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We'll impose reasonable

**5. SUPPORT ANIMALS.** We may require a written statement from a qualified professional verifying the need for a support animal for a disabled (handicapped) person. We will not charge an animal deposit for any authorized support animal.

**6. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ \_\_\_\_\_.

**7. ADDITIONAL FEE.** You must also pay a one-time non-refundable fee of \$ \_\_\_\_\_ for having the animal in the dwelling unit. The fee is due at the time you sign this Addendum.

**8. LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

**9. DESCRIPTION OF ANIMAL.** You may keep only the animal described below. You may not substitute any other animal for this one. Neither you nor your guests or occupants may bring any other animal--mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect--into the dwelling or apartment community.

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_

charges for picking up and/or keeping unleashed animals.

- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

**13. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**14. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including damages, eviction, and attorney's fees.

**15. COMPLAINTS ABOUT ANIMAL.** If we give you written notice, you must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**16. OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of paragraphs 27 and 28 of the Lease Contract, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

**17. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**18. MOVE-OUT.** When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We--not you--will arrange for these services.

**19. MULTIPLE RESIDENTS.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**20. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted in paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing, as described under paragraph 12. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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

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

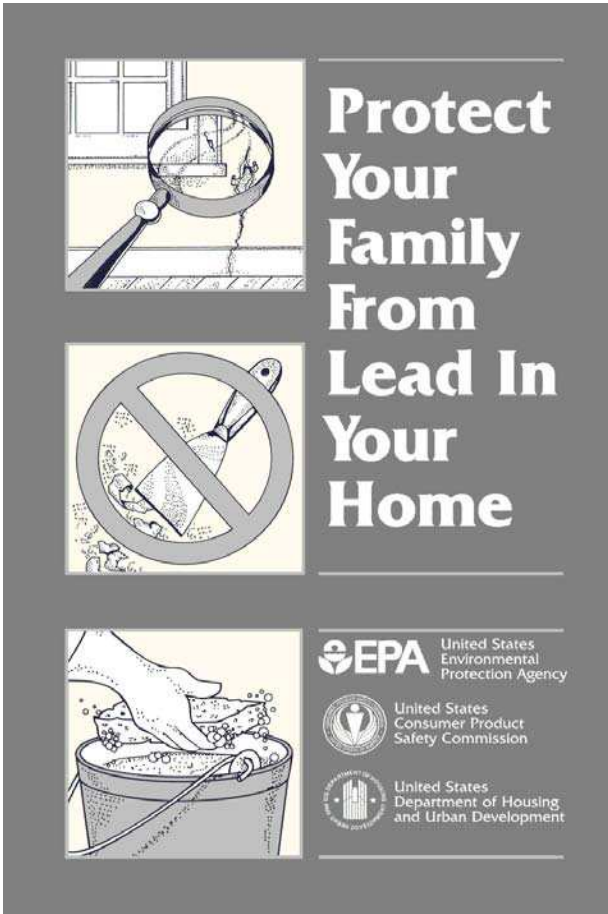
*You are entitled to receive an original of this Animal Addendum after it is fully signed. Keep it in a safe place.*

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**IMPORTANT NOTICE TO RESIDENTS:** The following information is taken from a brochure entitled "Protect Your Family from Lead in Your Home" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. **While the information must be distributed to residents before they become obligated under the lease for most types of housing built before 1978, it does not mean that the dwelling contains lead-based paint (LBP).** The brochure was written in general terms and applies to both home purchasers and renters. The information outlines action that can be taken to test for, remove or abate LBP in a dwelling. The TAA Lease Contract specifically prohibits a resident from performing this type of work--only the dwelling owner may do so under the lease contract. If you have any questions about the presence of LBP in your dwelling, please contact the owner or management company before taking any action to test, abate or remove LBP. NOTE: Page references in the content of this form are to pages in the EPA brochure.



**Protect Your Family From Lead In Your Home**

**EPA** United States Environmental Protection Agency  
 United States Consumer Product Safety Commission  
 United States Department of Housing and Urban Development

**Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?**

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying, or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

**IMPORTANT!**

**Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children that seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

**Lead Gets in the Body in Many Ways**

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

People can get lead in their body if they:

- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

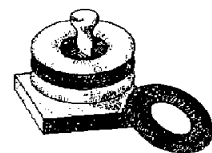
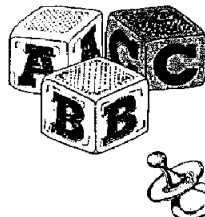
**Even children who appear healthy can have dangerous levels of lead in their bodies.**

**Lead is even more dangerous to children under the age of 6:**

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

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause

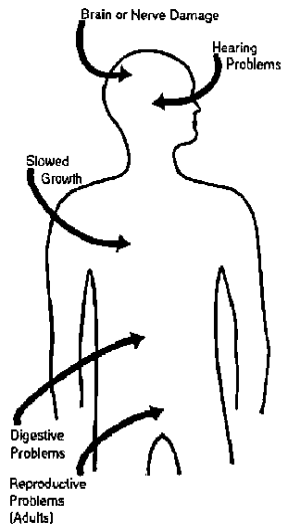
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

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## Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

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

## Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

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## Identifying Lead Hazards

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards

## Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

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

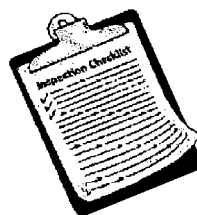
- ◆ A **paint inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these tests before doing renovations or to assure safety.



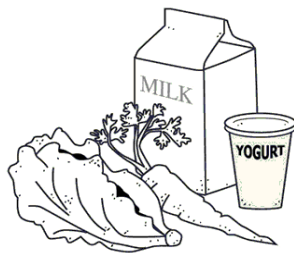
6

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## What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



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## Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems--someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that dust lead levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior window sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help with locating certified professionals in your area and to see if financial assistance is available.

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## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.

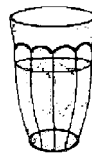


If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



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## Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted toys and furniture.
- ◆ Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- ◆ Lead smelters or other industries that release lead into the air.
- ◆ Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

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**For More Information**

**The National Lead Information Center**

Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

**EPA's Safe Drinking Water Hotline**

Call 1-800-426-4791 for information about lead in drinking water.

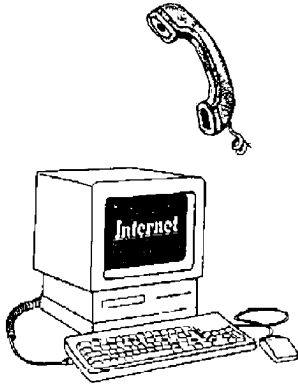
**Consumer Product Safety Commission (CPSC) Hotline**

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: [www.cpsc.gov](http://www.cpsc.gov).

**State Health and Environmental Agencies**

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

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.



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**Simple Steps To Protect Your Family From Lead Hazards**

**If you think your home has high levels of lead:**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

Texas Department of Health  
512/458-7111

CPSC Western Regional Office (includes Texas)  
510/637-4050

EPA Region 6 Office (includes Texas)  
214/665-2200

**FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

**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 (owners) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

**LEAD-FREE HOUSING** If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

**LESSOR'S DISCLOSURE**

**Presence of lead-based paint and/or lead-based paint hazards** (check only one box)

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (explain).

**Records and reports available to lessor** (check only one box)

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (list documents).

**AGENT'S STATEMENT** If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24CFR Section 35.94 and 40 CFR Section 745.115.

**ACCURACY CERTIFICATIONS AND RESIDENT'S ACKNOWLEDGMENT** Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this TAA lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

Apartment name & unit number OR street address of dwelling \_\_\_\_\_ City \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_ Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_ Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Printed name of LESSOR (owner) of the dwelling \_\_\_\_\_ Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling \_\_\_\_\_

Signature of person signing on behalf of above LESSOR \_\_\_\_\_ Date \_\_\_\_\_ Signature of person signing on behalf of above AGENT, if any \_\_\_\_\_ Date \_\_\_\_\_

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**For More Information**

**The National Lead Information Center**

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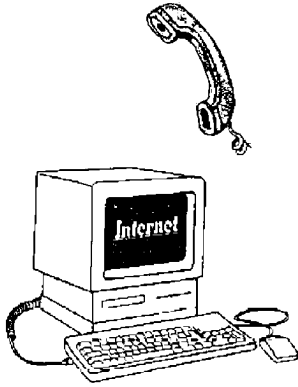
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Apartment name & unit number OR street address of dwelling \_\_\_\_\_ City \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Lessee (Resident) \_\_\_\_\_ Date \_\_\_\_\_

Printed name of LESSOR (owner) of the dwelling \_\_\_\_\_

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling \_\_\_\_\_

Signature of person signing on behalf of above LESSOR \_\_\_\_\_ Date \_\_\_\_\_

Signature of person signing on behalf of above AGENT, if any \_\_\_\_\_ Date \_\_\_\_\_

*You are entitled to receive an original of page 4 of this Lead Hazard Addendum after it is fully signed. Keep it in a safe place.*





TEXAS APARTMENT ASSOCIATION

M E M B E R

Lease Contract Guaranty

Each guarantor must submit a separate guaranty form, unless guarantors are husband and wife.



Lease Contract Information

ABOUT LEASE: Date of Lease Contract (top left hand corner on page 1 of Lease Contract):
Owner's name (or name of apartments):
Resident names (list all residents on Lease Contract):
Unit No. of Apartment and street address of dwelling being leased:
City/State/Zip of above dwelling:
Monthly rent for dwelling unit: \$
Beginning date of Lease Contract:
Ending date of Lease Contract:

Guarantor Information

Use for one guarantor only (can include spouse of guarantor)

ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card)
Current address where you live:
Phone: ( )
(Please check one) Do you own or rent your home?
If renting, name of apartments:
Manager's name: Phone:
Your Social Security #:
Driver's license # and state:
OR govt. photo ID card #:
Birthdate: Sex
Marital Status: single married divorced widowed separated
Total number of dependents under the age of 18 or in college:
What relationship are you to the resident(s)? parent brother or sister employer other
Are you or your spouse a guarantor for any other lease? Yes No
If so, how many?

YOUR WORK: Present employer:
Employer's address:
Work phone: ( )
How long?
Position:
Your gross monthly income is over: \$
Supervisor's name: Phone:

YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card):
Driver's license # and state:
OR govt. photo ID card #:
Birthdate:
Social Security #:
Present employer:
How long? Position:
Work phone: ( )
Monthly gross income is over: \$

YOUR CREDIT/RENTAL HISTORY:
Your bank's name:
City/State:
List major credit cards:
To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: been asked to move out? broken a rental agreement? declared bankruptcy? or been sued for rent? To your knowledge, has any resident listed in this Guaranty ever: been sued for property damage? been charged, detained, or arrested for a felony or sex-related crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion? or been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please explain:

You, as guarantor signing this Lease Contract Guaranty, unconditionally guarantee all obligations of resident(s) under the above Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us.

If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete, and that you will inform us of any change of address. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract. It is not legally necessary for this Guaranty to be notarized. Payments under this

Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request. You acknowledge that our privacy policy is available to you.

Date of Signing Guaranty

Signature of Guarantor

Signature of Guarantor's Spouse

After signing, please return the signed original of this Guaranty to
at (street address or P.O. Box )
or (optional) fax it to us at
Our telephone number
You are entitled to receive a copy of this Lease Contract Guaranty when it is fully signed. Keep it in a safe place.

FOR OFFICE USE ONLY

Guarantor(s) signature(s) was (were) verified by owner's representative.
Verification was by phone or face-to-face meeting.
Date(s) of verification
Telephone numbers called (if applicable)
Name(s) of Guarantor(s) who was (were) contacted
Name of Owner's Representative who talked to Guarantor(s)



## Electrical Submetering Addendum

1. **ELECTRICAL SUBMETERING.** Your dwelling unit is submetered for electricity. You'll receive electricity bills monthly, based on how many kilowatt-hours (KWHs) you use as recorded on the submeter for the dwelling unit described below:

Apt. No. \_\_\_\_\_ Apartment Community \_\_\_\_\_

or Street Address if duplex, triplex, etc. \_\_\_\_\_

Date of Lease Contract: \_\_\_\_\_

2. **COVERAGE AND COST.** Your monthly bill for electricity for your dwelling unit will cover only electricity consumed within your dwelling unit. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric

utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas.

3. **YOUR PAYMENT DUE DATE.** You must pay your monthly electric submeter bill within seven days after the date when we issue it. If you don't pay it within seven days, you'll be liable for a late payment charge of 5 percent of the bill. You must pay your bill directly to *[check one]*  our representative at the same place where you pay your rent or  the address specified in your submeter bill. If your electric service is disconnected for nonpayment, we can charge you up to \$10 for a reconnection fee. Disconnection of submetered electricity for nonpayment is governed by Public Utility Commission electric submetering rules. A summary of those rules is set forth on the next page of this form.

**Resident or Residents**  
*(All residents must sign here)*

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

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_

*You are entitled to receive an original of this Electrical Submetering Addendum after it is fully signed. Keep it in a safe place.*

### A CHECKLIST OF ELECTRICITY CONSERVATION IDEAS FOR YOUR DWELLING

1. Keep doors and windows closed when running your air conditioning unit for cooling or heating.
2. When you're inside your dwelling, set all thermostats at 78 degrees in the summer and 72 degrees in the winter.
3. When you'll be gone for more than four hours, change the thermostat to 80 degrees when cooling and 68 degrees when heating.
4. At night in the winter, lower the thermostat temperature to 68 degrees and use a blanket.
5. Adjust window shades or drapes to keep out direct sunlight in the summer and let in direct sunlight in the winter.
6. Use a microwave instead of using an oven, whenever possible.
7. Take showers rather than tub baths to conserve hot water heated by electricity.
8. Changing dust filters on your air conditioning unit is important. Filters are essential to keep airborne dust from gathering on the cooling coils and preventing the air conditioning compressor from using more electricity. Also, when a filter is dirty it loses its dust-gathering capacity, and it will then use more electricity in circulating air because of the accumulation of dust in the filter.
9. Turn off lights when leaving a room.
10. Close vents and doors to unused rooms.
11. Use energy settings on dishwashers, washing machines and clothes dryers.
12. Consider using compact fluorescent light bulbs rather than standard incandescent bulbs.

## Summary of Texas Public Utility Commission Submetering Rules for Electricity

*The Texas Public Utility Commission (PUC) has adopted comprehensive submetering rules for electricity. Those rules (or a summary of those rules approved by the PUC) must be attached to your Lease Contract. PUC Substantive Rules §25.141 and §25.142, relating to submetering, may be found on the PUC website at [www.puc.state.tx.us](http://www.puc.state.tx.us). Specific questions about the PUC rules may be directed to the PUC at 888/782-8477. This is a summary of our duties and your duties under the rules. The summary was approved by the PUC in October, 1999. As on page one, the terms "you" and "your" refer to all residents, and the terms "we" and "our" refer to the owner.*

1. **SUBMETER BILLS IN GENERAL.** Your submeter bill may cover only electricity consumed within your apartment unit, as measured by that unit's submeters. Electrical consumption for the common areas and common facilities are our sole responsibility. Each month, the electric submeter bill must be given as separate bills or as separate, distinct line items on a multi-item bill. The bill must state that it is for "submetered electricity." Allocations of non-submetered mastermetered utilities and allocations of utility costs of central hot-water systems or central air conditioning or heating systems are lawful if (1) they are clearly separate from the submetering charges for your apartment, and (2) they are covered by a separate addendum. Proration of non-submetered mastermetered utilities must also be covered by separate documents.
2. **HOW YOUR SUBMETER BILL IS CALCULATED.** Your bill is calculated in the following manner: after we receive the apartment utility bill from the utility company, we'll divide the net total charges for electrical consumption, plus applicable tax, by the total number of KWHs to obtain an average cost per KWH. This average KWH cost is then multiplied by your KWH consumption to obtain the charge to you. The computation of the average cost cannot include any penalties charged by the utility to us for disconnect, reconnect, late-payment or other similar service charges.
3. **WHAT YOUR SUBMETER BILL MUST SHOW.** Your bill must show all of the following information:
  - (a) the date and reading of the submeter at the beginning and at the end of the period for which the bill is rendered;
  - (b) the number of KWHs metered;
  - (c) the computed rate per KWH;
  - (d) the total amount due for electricity;
  - (e) a clear and unambiguous statement that the bill is not from the utility company, which must be named in the statement;
  - (f) the name and address of the person to whom the bill applies;
  - (g) the name of the firm rendering the submetering bill and the name and title, address and telephone number of the person or persons to be contacted in case of a billing dispute;
  - (h) the name, address and telephone number of the party to whom payment is to be made; and
  - (i) the due date and the late-payment penalty (if a late-payment penalty has been agreed to in the Lease Contract).
4. **DUE DATE.** The due date of your submeter bill is no less than seven days after issuance. A bill for submetered electricity is delinquent if it's not received by the party indicated on the bill by the due date. The postmark date on the envelope of the bill or on the bill itself constitutes proof of the date of issuance. An issuance date on the bill constitutes proof of the date of issuance if there is no postmark on the envelope or bill. If the due date falls on a holiday or weekend, the due date for payment purposes is the next work day after the original due date.
5. **LATE PAYMENT CHARGES.** A one-time penalty not to exceed 5% may be made for payment of your submetered electrical bill after the due date (i.e., for late payment). In order for late payment penalties to be charged, the bill must indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by you in a written Lease Contract which states the exact dollar or percentage amount of such late penalty.
6. **RECONNECTION FEES.** A reconnection fee may be charged if service to you is disconnected for nonpayment of submetered electric bills in accordance with PUC rules (summarized below). The reconnection fee is calculated based on our average actual cost for the expenses associated with the reconnection, but under no circumstances may it exceed \$10. No reconnect charge may be assessed unless you've agreed to it in a written Lease Contract that states the exact dollar amount of the charge.
7. **ADDITIONAL CHARGES ON YOUR BILL.** We can't impose any extra charges on you over and above those charges billed to us by the utility company. The bill may not include a deposit, late penalty, reconnect charge, or any other charge unless otherwise provided above.
8. **OUR RECORDS.** We're required to keep the following records for the current month and the preceding 12 months: (1) all electric utility bills from the utility company; (2) all of your submeter readings; (3) our calculations on how the average KWH cost was determined for submeter billing purposes; and (4) any testing results on the submeters if they have been tested during that time. You may examine and copy the information during reasonable business hours at your manager's on-site office. If there is no such on-site office, you may examine and copy the records at a mutually convenient time and place.
9. **DISPUTES.** You and we must resolve any disputes regarding how to compute your submeter bill. If a dispute arises and if an investigation is necessary, we're required to investigate promptly and report the results to you within 30 days.
10. **OVERBILLING OR UNDERBILLING.** If submetered billings are found to be in error, we must calculate a billing adjustment. If you are entitled to a refund, we'll make an adjustment for the entire period of the overcharges. If you were undercharged, we may backbill you for the amount underbilled. Any backbilling of electric charges cannot extend back beyond six months unless we produce records to identify and justify the additional amount of backbilling. If the underbilling is \$25 or more, we must offer a deferred-payment plan option, for the same length of time as that of the underbilling. But we may not disconnect service if you fail to pay charges arising from an underbilling more than six months before the date you were initially notified of the amount of the undercharges and the total additional amount due. And we can't backbill you for usage by a previous resident.
11. **DISCONTINUANCE OF ELECTRIC SERVICE.** Submetered electric service may be disconnected only for nonpayment of the submeter bill. Your electric service may be disconnected if your submeter bill for electricity has not been paid within 12 days from the date of issuance and proper notice has been given. Proper notice consists of a separate mailing or hand delivery at least five days before a stated date of disconnection, with the words "termination notice" or similar language prominently displayed on the notice. The notice must include the office or street address where you can go during normal working hours to make arrangements for payment of the bill and for reconnection of service. Unless a dangerous condition exists, or unless you request disconnection, service may not be disconnected unless the office is open during normal business hours on the day of and the day after the disconnection so you may pay the submeter bill.

PUC Substantive Rule §25.142 prohibits the disconnection of submetered electric service if the disconnection will cause an occupant of the dwelling to become seriously ill or more seriously ill. To avoid disconnection, you must have a physician contact us before the date of disconnection and provide us with a written statement. You also must enter into a delayed payment plan. The delay can be up to 63 days from issuance of the submeter bill.

Disconnection also is prohibited when you are delinquent in paying your electric bill but we have received a commitment from an energy assistance provider to pay the delinquency. The assistance agency must provide us with a pledge, letter of intent, purchase order, or other notification that it is forwarding sufficient payment to continue service.

Disconnection also may be prohibited in certain extreme weather situations. If the previous day's highest temperature did not exceed 32 degrees Fahrenheit and the temperature is predicted to remain at or below that level for the next 24 hours, disconnection is prohibited. Further, if the National Weather Service has issued a heat advisory for the county where your submeter is located or if such an advisory has been issued on any one of the preceding two calendar days, disconnection also is prohibited.
12. **SUBMETER TESTS.** We're required to keep records of any tests of the submetering equipment. We must, at your request, test the accuracy of your submeter. If you wish, you may watch the test, or you can send a representative. The test must be made during reasonable business hours at a time convenient to you if you desire to watch. If the submeter test indicates that the submeter is within the accuracy standards required by PUC rules, a charge of up to \$15 for electricity may be charged to you for making the test. But if the submeter has not been tested within a period of one year or if the submeter's accuracy is not within the accuracy standards required by PUC rules, no charge can be made to you for making the test. After completing any requested test, we'll promptly advise you of the results.
13. **PENALTIES FOR NONCOMPLIANCE.** Both the utility companies and we are subject to enforcement under the PUC statutes, which may involve civil penalties of up to \$5,000 for each offense and criminal penalties for willful and knowing violations.
14. **COMPLETE COPY OF THE RULES.** A complete copy of the PUC electricity submetering rules is available for you to inspect and copy at the on-site manager's office; or if there is no on-site office, it's available at our street address or the management company's street address stated on page one. The rules cover additional subjects such as: (1) estimated bills in case of submeter malfunctions; (2) submeter accuracy requirements; (3) bill adjustments due to a submeter malfunction; (4) bill adjustments due to conversion from all-bills-paid to submetering; (5) location of submeters; (6) submeter testing equipment; (7) submeter testing; and (8) uniformity of submeters in the apartment complex.

**1. REASON FOR SUBMETERING.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents.

*Submetering of water bills saves money for residents because it encourages them to conserve water and wastewater and enables them to economically benefit by their individual conservation efforts. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.*

**2. TCEQ.** Water conservation by submeter billing is encouraged by the Texas Commission on Environmental Quality (TCEQ). Submeter billing is regulated by TCEQ rules, and a TCEQ summary of the rules (called a tenant guide) is attached to this addendum. This addendum complies with those rules.

**3. MUTUAL CONSERVATION EFFORTS.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to follow the water conservation suggestions listed below.

**4. SUBMETER BILLING PROCEDURES.** Your monthly rent under the TAA Lease Contract does *not* include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We will send you a monthly bill for submetered water/wastewater, as follows:

- Your monthly water/wastewater bill will conform to all applicable TCEQ rules.
- No administrative or other fees will be added to your bill unless expressly allowed by TCEQ rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

- We will calculate your submetered share of the mastermetered water bill according to TCEQ rules, Sections 291.124(a), (b), (c), and (d).
- We will bill you monthly for your submetered water consumption from approximately the \_\_\_\_\_ day of the month to the \_\_\_\_\_ day of the month, the latter being our scheduled submeter reading date. Your bill will be calculated in accordance with TCEQ rules and this Addendum and will be prorated for the first and last months you live in the unit.
- As required under TCEQ rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year is \$ \_\_\_\_\_ per unit, varying from \$ \_\_\_\_\_ to \$ \_\_\_\_\_ for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. This information may or may not be relevant since the above amounts do not reflect future changes in utility company water rates, weather variations, future total water consumption, changes in water consumption habits of residents, or other unpredictable factors.
- During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly submeter bill; and (3) any other information available to you under TCEQ rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

**5. YOUR PAYMENT DUE DATE.** Payment of your submeter water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we do not receive timely payment.

**Resident or Residents**  
*(All residents must sign here)*

**Owner or Owner's Representative**  
*(Signs here)*

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**Date of Lease Contract** **Apt. No.**

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On next page: TCEQ Tenant Guide for Submetered Water or Wastewater Service.

*You are entitled to receive an original of this Water/Wastewater Submetering Addendum after it is fully signed. Keep it in a safe place.*

**A CHECKLIST OF WATER CONSERVATION IDEAS FOR YOUR DWELLING**

**In the bathroom...**

- Never use the toilet to dispose of cleansing tissues, dental floss, cigarette butts or other trash.
- When brushing your teeth, turn off the water until you need to rinse your mouth.
- When shaving, fill the sink with hot water instead of letting the faucet run.
- Take a shorter shower. Showers may use up to 50 percent of interior water consumption.
- Take a shower instead of filling the tub and taking a bath.
- If you take a tub bath, reduce the water level by one or two inches.
- Shampoo your hair in the shower.
- Test toilets for leaks. Add a few drops of food coloring to the tank, but do not flush. Watch to see if the coloring appears in the bowl within a few minutes. If it does, the fixture needs adjustment or repair. A slow drip can waste as much as 170 gallons a day or 5,000 gallons per month. Report all leaks to management.
- Don't leave water running while cleaning bathroom fixtures..

**In the kitchen...**

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running for washing or rinsing. Try filling the sink instead.
- Use your sink disposal sparingly, and never for just a few scraps.
- Keep a container of drinking water in the refrigerator.
- When cleaning vegetables, use a pan of cold water rather than letting the faucet run.
- For cooking most food, use only a little water and a lid on the pot.
- Report all leaks to management.

**When doing the laundry...**

- Only wash full loads of laundry or adjust the water level to match the size of the load (if this is an option).
- Use cold water as often as possible to save energy and to conserve the hot water for uses which cold water cannot serve.





# Tenant Guide to Submetered Water or Wastewater Service

## What is submetered utility service?

Under a lease agreement, this property will bill you for water and perhaps wastewater using a method called *submetering*. The owner receives water and wastewater service from the local utility, and has installed a *submeter* for each unit to measure each tenant's water use. At the time you discuss a rental agreement, the property owner must provide you with a free copy of either the rules on utility submetering, or a copy of this summary of the rules that has been prepared by the Texas Commission on Environmental Quality (TCEQ).

## How does submetering work?

Submetered facilities have individual *submeters* that are installed and owned by the property owner, not by the local utility. The owner or a billing company reads your submeter and determines your actual water consumption to calculate your bill.

## Is this practice legal?

Yes, Texas law allows owners to bill tenants for water and wastewater service. Under this law, the TCEQ has adopted rules designed to provide safeguards for you, the tenant. The rules require the property owner to provide you with specific information about your bills and to include disclosures about their billing practices in your rental agreement. It is important for you to be familiar with these requirements, because any billing disputes that arise must be resolved by you and the property owner, usually by working with the on-site manager.

## What should my rental agreement include?

Your rental agreement, lease, or a lease addendum, should disclose the following:

- ▼ You will be billed for submetered service.
- ▼ You will be billed for water and/or wastewater, and perhaps for hot water from a central system.
- ▼ **You have the right to receive information from the owner to verify your utility bill.**
- ▼ Disputes about the calculation of your bill or the accuracy of a submeter are between you and the property owner.
- ▼ The average monthly water/wastewater bill for all dwelling units in the previous calendar year, and the highest and lowest bill in that year.
- ▼ The date submeters are usually read.
- ▼ The date bills are usually issued.
- ▼ The date bills are usually due.
- ▼ The number of days it will take to repair a leak in your dwelling unit, after you have reported it in writing.
- ▼ The number of days it will take to repair a leak in an unmetered common area that you report in writing.

## How will my bill be determined?

Under submetering, the property owner or a billing company uses your actual water consumption, as read on your submeter, and multiplies it by either: the owner's cost per gallon, liter, or cubic foot for water, as computed from the utility's bill; or the utility's charge per gallon, liter, or cubic foot for water, as shown on the utility's rate schedule. The owner may also calculate wastewater charges the same way--again using your water consumption, since wastewater is not metered. A manufactured home rental community billing on a submetered basis may also assess a *service charge*. This charge must not exceed *9 percent* of the tenant's charge for water service. If you have questions about your bill, ask your property owner to explain submetering and how the bill was calculated (see "What records must the owner provide?" in this publication).

## What utility charges can be passed through to tenants?

Submetered bills for water and wastewater may only include utility charges for water, wastewater, and surcharges directly related to those services. Tenants may not be charged for fees the utility has billed the owner for a deposit, disconnect, reconnect, late payment, or other similar fee. Texas law does not allow property owners to profit from submetered billing by adding extra fees or hidden charges to water and wastewater bills.

## What records must be made available to you?

TCEQ rules require property owners to make the following records available to you for inspection at the manager's office during normal business hours. The owner or manager may ask you to submit a written request to view this information. Records routinely kept at the on-site manager's office should be made available within *three days*.

Records routinely kept elsewhere should be made available within *15 days* of receiving your written request. If there is no on-site manager's office, the owner must make copies of requested information available at your dwelling unit, at a time agreed to by you, within *30 days* of receiving your written request.

Information that must be made available to you includes:

- ▼ the statute that allows owners to bill tenants for water and wastewater service (Texas Water Code, Chapter 13, Subchapter M);
- ▼ TCEQ rules that regulate this practice (Title 30, Texas Administrative Code, Chapter 291, Subchapter H);
- ▼ rates charged to the property by the utility;
- ▼ bills from the utility to the property;
- ▼ total amount billed to tenants each month for water/wastewater;

- ▼ total amount collected from tenants each month for water/wastewater;
- ▼ all submeter readings;
- ▼ all submeter test results;
- ▼ calculation of the average cost per gallon, liter, or cubic foot;
- ▼ chart showing how the utility's unit of measure is converted to the unit of measure used by the tenant's submeter (if applicable);
- ▼ **any other information you would need to calculate and verify your water/wastewater bill; and**
- ▼ conservation tips.

## What information must be included on my submetered bill?

- ▼ Tenant's name and address.
- ▼ Amount due for dwelling unit base charge or customer service charge, or both, if applicable.
- ▼ Amount due for water and/or wastewater.
- ▼ Due date.
- ▼ Number of gallons, liters, or cubic feet you used.
- ▼ Cost per gallon, liter, or cubic foot for each service provided.
- ▼ Dates and readings of the submeter at the beginning and end of the period for which the bill is rendered.
- ▼ Name of the retail public utility and a statement that the bill is not from the retail public utility.
- ▼ Name of the billing company, if applicable.
- ▼ Name, address, and telephone number of the party to whom payment is to be made.
- ▼ Name or title, address, and phone number of the company or person to be contacted about a dispute.
- ▼ Amount due for a service charge assessed by a manufactured home rental community.

## How do I dispute a bill?

You are encouraged to file billing disputes *in writing* with the person identified on your bill to contact about disputes--usually the owner, the on-site manager, or a billing company. The owner or designated person must then investigate the dispute and report the results of the investigation to you in writing. The investigation and report must be completed within *30 days* from the date you provide written notification. If you find that a TCEQ rule has been violated, please document your findings and contact the TCEQ at the address at the end of this publication.

## When is my bill due?

Your bill is due on receipt. Your payment will be considered late if it is not received within *16 days* after the bill is mailed or hand-delivered to you. The owner may then issue a *disconnection notice* indicating your utility service will be disconnected if payment is not received.

## Can my utility service be disconnected for nonpayment?

Yes, your service can be disconnected for nonpayment. The owner must first give you a disconnection notice at least *10 days* before the date you are scheduled to be disconnected.

## Can the owner change the way I am billed?

No, not unless:

- ▼ the owner has received TCEQ approval to bill on an *allocated*, rather than on a submetered basis (for more information on allocated utility bills, see TCEQ publication, *Tenant Guide to Allocated Water or Wastewater Service*);
- ▼ the owner has given you notice of the proposed change at least *35 days* prior to implementing the new method;
- ▼ your existing lease has expired, or you are willing to sign a new lease before the current lease expires; and
- ▼ you have agreed to the change by signing a lease or other written agreement.

## Who is responsible for the submeter?

The property owner is responsible for installing, maintaining, and testing all submeters. If you ask for a meter test in writing, the owner must do one of two things at no charge to you: either provide evidence that the meter was calibrated or tested and shown to be accurate within the preceding 24 months, in accord with standards established by the American Water Works Association; or remove and test your meter and promptly advise you of the test results. If you request additional testing, you may be billed up to \$25 for the actual testing cost.

**Note: This guide summarizes only some of the TCEQ rules regarding submetered billing. A property owner must be familiar with, and comply with, all applicable state laws and rules. Tenants are encouraged to refer to those sources for additional, detailed information.**

Violations of TCEQ rules should be documented in writing and sent to: TCEQ; Outreach & Information Assistance Team; Water Information & Assistance Section, MC-141; P.O. Box 13087; Austin, TX 78711-3087. The Outreach & Information Assistance Team may also be reached by calling 512/ 239-6100. For more information, see the TCEQ Web site at [www.tceq.state.tx.us](http://www.tceq.state.tx.us).



Mold Information and Prevention Addendum



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. ADDENDUM. This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_

(name of apartments)

or other dwelling located at \_\_\_\_\_

\_\_\_\_\_

(street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_

\_\_\_\_\_

2. ABOUT MOLD. Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

3. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
• Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines--especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
• Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
• Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.

4. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
• overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
• leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
• washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
• leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
• insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

5. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

6. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action in compliance with Section 92.051 et seq of the Texas Property Code, subject to the special exceptions for natural disasters.

7. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Signs here)

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

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

Date of Lease Contract

You are entitled to receive an original of this Mold Information and Prevention Addendum after it is fully signed. Keep it in a safe place.





### Security Guidelines for Residents

We care about your safety and that of other occupants and guests. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and smoke detector to make sure they are working properly. Smoke detector batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke detectors, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

### Acknowledgment of Receipt of Security Guidelines for Residents

Apartment name and unit, or dwelling address \_\_\_\_\_

Initials of Owner's Representative \_\_\_\_\_ Date \_\_\_\_\_ Initials of Resident(s) \_\_\_\_\_ Date \_\_\_\_\_







**Lease Contract Addendum for Units  
Participating in Government Regulated  
Affordable Housing Programs**



1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_,  
(name of apartments)

or other dwelling located at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_

2. **PARTICIPATION IN GOVERNMENT PROGRAM.** We, as the owner of the dwelling you are renting, are participating in a government regulated affordable housing program. This program requires both you and us to verify certain information and to agree to certain provisions contained in this addendum.

3. **ACCURATE INFORMATION IN APPLICATION.** By signing this addendum, you are certifying that the information provided in the Rental Application or any Supplemental Rental Application regarding your household annual income is true and accurate.

4. **FUTURE REQUEST FOR INFORMATION.** By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven days after our request, you agree to comply with our requests for information regarding annual income and eligibility, including requests by the owner and the appropriate government monitoring agency. These requests to you may be made to you now and any time during the Lease Contract term or renewal period.

5. **INACCURATE INFORMATION AS GROUNDS FOR EVICTION.** If you refuse to answer or if you do not provide accurate information in response to

those requests, it will be considered a substantial violation of the Lease Contract and you can be evicted. It makes no difference whether the inaccuracy of the information you furnished was intentional or unintentional.

6. **TERMINATION OR NON-RENEWAL OF LEASE CONTRACT FOR HOUSING TAX CREDIT AND HOME PROGRAM UNITS.** For rental properties participating in the Housing Tax Credit program, IRS Revenue Ruling 2004-82 provides that a property owner may not evict a resident or terminate a tenancy except for good cause.

For rental properties participating in the HOME program, federal regulation 24 CFR 92.253 provides that a property owner may not evict a resident or refuse to renew a Lease Contract except for good cause. In addition, under HOME program rules the property owner must provide a resident with at least 30 days written notice before either seeking an eviction or not renewing a Lease Contract.

If challenged by a resident, a court may determine if a property owner has good cause to evict, terminate a tenancy or not renew the Lease Contract. Some examples of good cause include serious or repeated Lease Contract violations or breaking the law.

This paragraph shall apply only to residents living in a dwelling covered by either the Housing Tax Credit program or the HOME program. This paragraph also overrides any contrary provisions contained in paragraph 32 or 37 of the Lease Contract.

7. **NO LIEN FOR UNPAID SUMS.** We shall not have a lien on your property for unpaid rent or other sums, except that we will have a lien to cover packing, removal, and storage charges for property left in the dwelling after you move out. This paragraph overrides any contrary provisions contained in paragraph 13 of the Lease Contract.

8. **STUDENT STATUS.** By signing this addendum, you agree to notify the owner, in writing, if there are any changes in the student status of any residents (including replacement residents) occupying the unit.

9. **CONFLICT WITH GOVERNING LAW.** To the extent that any part of your Lease Contract or this addendum conflicts with applicable federal, state, or local laws or regulations, the law or regulation overrides that portion of your Lease Contract or this addendum.

**Resident(s)**

**Date of Signing Addendum**

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

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

**Owner's Representative**

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_

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

**Resident's Notice of Intent to Move Out**  
*To be delivered to owner's representative*

Apt. No. \_\_\_\_\_, Apartment community \_\_\_\_\_

or street address (if house, duplex, etc.) \_\_\_\_\_

Name(s) of all resident(s) on Lease Contract: \_\_\_\_\_

Date you will move out and surrender premises: \_\_\_\_\_

1. **CHANGES IN MOVE-OUT DATE.** Under paragraph 38 of the Lease Contract, you must obtain our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents may rely on this move-out notice for all purposes.
2. **DATE OF SURRENDER.** Under paragraph 42 of the Lease Contract, you *surrender* the dwelling unit for all purposes (including security deposit refund, cleaning, and all repairs) when you do any of the following:
  - turn in all keys/access devices where you pay the rent;
  - the move-out date has passed and no one is living in the dwelling;
  - abandon the dwelling (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.
3. **EARLY MOVE-OUT AND OTHER LEASE CONTRACT VIOLATIONS.** Under paragraph 37 of the Lease Contract, our representative's receipt of this notice does not constitute approval of an early move-out and does not constitute a release of any resident's liability for money due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including accelerated rent for the remainder of the lease term, reletting charges, late payment charges, returned-check charges, damages, attorney's fees, contractual lien, utility cutoff, and liability for increased holdover rents and Lease Contract extensions.
4. **HOLDOVER.** If you stay beyond the move-out date, you will be subject to increased rent for the holdover period and liable for substantial special damages as outlined in paragraph 32 of the Lease Contract.
5. **CLEANING.** Under paragraph 39 of the Lease Contract, you must leave the dwelling unit in a clean condition. Please follow any written move-out cleaning instructions that we've furnished.
6. **FORWARDING ADDRESSES.** Please circle the forwarding address below where we should mail the security deposit refund and/or accounting. If no address is circled, it will be mailed to the first address listed.
7. **RETAINING RECEIPT.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.
8. **PROPER NOTICE.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA). Your advance notice must be at least the number of days notice required in Paragraph 3 of the TAA Lease Contract, even if your contract has become a month-to-month lease. If we require you to give us more than 30 days written notice to move-out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice.
9. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification or disapproval before final refunding or accounting.
10. **REASONS FOR MOVING.** *(Optional)*  
\_\_\_\_\_  
\_\_\_\_\_

**Your Signature or Signatures**

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

**Your Forwarding Address**  
*(You must provide this information.)*

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

You may be contacted now at:  
Home phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
Work phone: ( \_\_\_\_\_ ) \_\_\_\_\_  
Date when you delivered this notice: \_\_\_\_\_

<p><b>FOR OFFICE USE ONLY:</b> Owner's representative who received notice: _____ Date notice was received: _____ Move-out date was <input type="checkbox"/> approved or <input type="checkbox"/> disapproved</p>
--

*Tear Here*

**Owner's Acknowledgment of Receiving Move-Out Notice**  
*(To be copied, returned to and kept by residents)*

We acknowledge receiving your notice of intent to move out of Apt. No. \_\_\_\_\_ in \_\_\_\_\_  
*(name of apartment community), or street address (if house, duplex, etc.):* \_\_\_\_\_

Date of intended move-out: \_\_\_\_\_. If move-out is approved, prorated rent (if any) through move-out date: \$ \_\_\_\_\_

If you fail to pay rent through the remainder of the Lease Contract term or renewal period, you will be liable for a reletting fee under paragraph 11 of the Lease Contract.

If your move-out notice does not comply with paragraph 23 or 37 and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, including a reletting fee under paragraph 11 of the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies (such as reletting charges, suit for rent, exercise of liens, and the like) for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your dwelling unit to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: \_\_\_\_\_ Signature of our representative: \_\_\_\_\_



Date: \_\_\_\_\_  
(when this Addendum is filled out)

**Asbestos Addendum**

1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_,  
(name of apartments)

or other dwelling located at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_

\_\_\_\_\_

2. **ASBESTOS.** In most dwellings which were built prior to 1981, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

3. **FEDERAL RECOMMENDATIONS.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

4. **COMMUNITY POLICIES AND RULES.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

**Resident(s)**  
(All residents must sign)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Owner or Owner's Representative**

\_\_\_\_\_

**Date of Signing Addendum**

\_\_\_\_\_

*You are entitled to receive an original of this Asbestos Addendum after it is fully signed. Keep it in a safe place.*

**LEASE ADDENDUM  
FOR EARLY TERMINATION OF LEASE CONTRACT**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apartment No. \_\_\_\_\_ in the \_\_\_\_\_

\_\_\_\_\_ Apartments in \_\_\_\_\_, Texas.  
OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Right of early termination.** We understand that circumstances may arise in the future that pose a need for you to terminate this Lease Contract prior to the end of the lease term. The purpose of this addendum is to give you the right to do so--subject to any special provisions in paragraph 8 below. In order to terminate early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this addendum.

3. **Procedures.** You may terminate the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

- (a) you give us written notice of early termination at least \_\_\_\_\_ days prior to your early termination date (i.e., your early move-out date), which (*check one*)  must be the last day of a month or  may be during a month;
- (b) you specify the early termination date in the notice, i.e., the date by which you'll move out;
- (c) you are not in default under the Lease Contract on the date you give us the notice of early termination;
- (d) you are not in default under the Lease Contract on the early termination date (move-out date);
- (e) you move out on or before the early termination date and do not hold over;
- (f) you pay us a \$ \_\_\_\_\_ early termination fee;
- (g) you pay us the amount of any rent or other concessions you received when signing the Lease Contract; and
- (h) you comply with any special provisions in paragraph 8 below.

4. **When payable.** The early termination fee in paragraph 3(f) is due and payable no later than \_\_\_\_\_ days after you give us your early termination notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is \$ \_\_\_\_\_ and is due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.

5. **Showing unit to prospective residents.** After you give us notice of early lease termination, paragraph 28 of the Lease Contract

gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your early termination date.

6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the move-out date stated in your notice of early termination. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your early termination right and this addendum will be voided automatically. In that case, (1) any amounts you have paid under this addendum will become part of your security deposit, and (2) the lease will continue without early termination. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

7. **Miscellaneous.** If moving out by the early termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to others. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the early termination date. Therefore, you may not hold over beyond such date without our written consent--even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 3(c) and 3(d) of this addendum means default as defined in paragraph 32 of the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the early termination date.

8. **Special provisions.** Your right of early termination (*check one*)  is or  is not limited to a particular fact situation. If limited, early termination may be exercised only if the following facts occur and the described documents are furnished to us (for example, a letter verifying your job transfer to another city at least 30 miles away, or a letter from a title insurance company verifying your contract to purchase a home and the scheduled closing date). Any special provisions below will supercede any conflicting provision of this printed form. Any false statements or documents presented to us regarding early termination will automatically void your early termination right and this addendum. The special provisions are:

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

**Resident or Residents**  
*[All residents must sign]*

**Owner or Owner's Representative**  
*[signs below]*

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

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

**Date of Lease Contract**

\_\_\_\_\_

**LEASE ADDENDUM FOR  
ALLOCATING WATER/WASTEWATER COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Apartments  
in \_\_\_\_\_, Texas.

2. **Reason for allocation.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property--and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.

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

4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Texas Commission On Environmental Quality (TCEQ) and described below.

The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 291.124 (e)(2)(A) of the TCEQ rules (*check only one*):

- subdivision (i) actual occupancy;
- subdivision (ii) ratio occupancy (TCEQ average for number of occupants in unit);
- subdivision (iii) average occupancy (TCEQ ave. for no. of bedrooms in unit);
- subdivision (iv) combination of occupancy and square feet of the apartment; or
- subdivision (v) submetered hot/cold water, ratio to total.

The normal date on which the utility company sends it monthly bill to us for the water/wastewater mastermeter is about the \_\_\_\_\_ day of the month. Within 10 days thereafter, we

will try to allocate that mastermeter bill among our residents by allocated billings.

5. **Common area deduction.** We will calculate your allocated share of the mastermetered water/wastewater bill according to TCEQ rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by TCEQ rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by TCEQ rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

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

7. **Previous average.** As required under TCEQ rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$\_\_\_\_\_ per unit, varying from \$\_\_\_\_\_ to \$\_\_\_\_\_ for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.

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

9. **TCEQ.** Water allocation billing is regulated by the TCEQ, which has published a summary of the rules (called a tenant guide). A copy of this summary or a copy of the rules is attached. This addendum complies with those rules.

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

**Resident or Residents**  
(All residents must sign here)

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

**Owner or Owner's Representative**  
(Signs here)

\_\_\_\_\_

**Date of Lease Contract**

Attached: TCEQ Tenant Guide for Allocated Water Billing Service



# Tenant Guide to Allocated Water or Wastewater Service

## What is allocated utility service?

Under a lease agreement, this property will bill you for water and perhaps wastewater using an *allocation* method. The owner receives water and wastewater service from the local utility and passes through the cost of one or both of these services to each dwelling unit on the property. At the time you discuss a rental agreement, the property owner must provide you with a free copy of either the rules on utility allocation, or a copy of this summary of the rules that has been prepared by the Texas Commission on Environmental Quality (TCEQ).

## How does allocation work?

You will receive a bill from the property owner or a billing company, not from the local utility company. The allocated bill is not based on your actual usage. Instead, the property owner has a *master meter*, which is used by the utility to measure all water used by the entire property. The property owner gets a *master meter bill* from the utility. From this bill, the owner or billing company calculates each tenant's share of the charges for water or wastewater using an allocation method approved by the TCEQ.

## Is this practice legal?

Yes, Texas law allows owners to bill tenants for water and wastewater service. Under this law, the TCEQ has adopted rules designed to provide safeguards for you, the tenant. The rules require the property owner to provide you with specific information about your bills and to include disclosures about their billing practices in your rental agreement. It is important for you to be familiar with these requirements, because any billing disputes that arise must be resolved by you and the property owner, usually by working with the on-site manager.

## What should my rental agreement include?

Your rental agreement, lease, or a lease addendum, should disclose the following:

- ▼ You will be billed on an allocated basis.
- ▼ You will be billed for waste and/or wastewater.
- ▼ **You have the right to receive information from the owner to verify your utility bill.**
- ▼ Disputes about the calculation of your bill are between you and the property owner.
- ▼ A clear description of the allocation method the property owner will use to calculate your bill.
- ▼ The average monthly water/wastewater bill for all dwelling units in the previous calendar year, and the highest and the lowest bill in that year.
- ▼ The date bills are usually issued.
- ▼ The date bills are usually due.

- ▼ The number of days it will take to repair a leak in your dwelling unit, after you have reported it in writing.
- ▼ The number of days it will take to repair a leak in an unmetered common area that you report in writing.

## How will my bill be determined?

The TCEQ has approved several methods for allocating utility bills, effective September 27, 2000. Any property using a different method has until September 27, 2001, to switch to one of the newly approved methods. Alternatively, the owner may install *submeters* and begin billing on a submetered basis, or discontinue billing for utility service. If you have questions about your bill, ask your property owner to explain what allocation method was used and how the bill was calculated (see "What records must the owner provide?" in this publication). For more information on submetered water and wastewater billing, see TCEQ publication, *Tenant Guide to Submetered Water or Wastewater Service*.

## What utility charges can be passed through to tenants?

Allocated bills for water and wastewater may only include utility charges for water, wastewater, and surcharges directly related to those services. Tenants may not be charged for fees the utility has billed the owner for a deposit, disconnect, reconnect, late payment, or other similar fee. Texas law does not allow property owners to profit from allocated billing by adding extra fees or hidden charges to water and wastewater bills.

## What about water/wastewater that is used outside dwelling units in common areas?

*Common areas* include pools, laundry rooms, and installed irrigation systems for landscaping. Before applying the selected allocation method, the owner must first subtract charges related to common areas, as required by TCEQ rules.

## What records must be made available to you?

TCEQ rules require property owners to make the following billing records available to you for inspection at the manager's office during normal business hours. The owner or manager may ask you to submit a written request to view this information. Records routinely kept at the on-site manager's office should be made available within *three days*.

Records routinely kept elsewhere must be made available within *15 days* of receiving your written request. If there is no on-site manager's office, the owner must make copies of requested information available at your dwelling unit, at a time

agreed to by you, within *30 days* of receiving your written request.

Information that must be made available to you includes:

- ▼ the statute that allows owners to bill tenants for water and wastewater service (Texas Water Code, Chapter 13, Subchapter M);
- ▼ TCEQ rules that regulate this practice (Title 30, Texas Administrative Code, Chapter 291, Subchapter H);
- ▼ rates charged to the property by the utility;
- ▼ bills from the utility to the property;
- ▼ data on occupancy and square footage used to calculate allocated bills;
- ▼ calculations showing deductions for common areas (if applicable);
- ▼ total amount billed to tenants each month for water/wastewater;
- ▼ total amount collected from tenants each month for water/wastewater;
- ▼ **any other information you may need to calculate and verify your water/wastewater bill;** and
- ▼ conservation tips.

#### **What information must be included on my allocated bill?**

- ▼ Tenant's name and address.
- ▼ Amount due for dwelling unit base charge or customer service charge, or both, if applicable.
- ▼ Amount due for water and/or wastewater.
- ▼ Due date.
- ▼ Name of the retail public utility and a statement that the bill is not from the retail public utility.
- ▼ Name of the billing company, if applicable.
- ▼ Name, address, and telephone number of the party to whom payment is to be made.
- ▼ Name or title, address, and phone number of the company or person to be contacted about a dispute.

#### **How do I dispute a bill?**

You are encouraged to file billing disputes *in writing* with the person identified on your bill to contact about disputes--usually the owner, the on-site manager, or a billing company. The owner or designated person must then investigate the dispute and report the results of the investigation to you in writing. The investigation and report must be completed within *30 days* from the date you

provide written notification. If you find that a TCEQ rule has been violated, please document your findings and contact the TCEQ at the address at the end of this publication.

#### **When is my bill due?**

Your bill is due on receipt. Your payment will be considered late if it is not received within *16 days* after the bill is mailed or hand-delivered to you. The owner may then issue a *disconnection notice* indicating your utility service will be disconnected, if payment is not received.

#### **Can my utility service be disconnected for nonpayment?**

Yes, your service can be disconnected for nonpayment. The owner must first give you a disconnection notice at least *10 days* before the date you are scheduled to be disconnected.

#### **Can the owner change the way I am billed?**

No, not unless:

- ▼ the owner has given you notice of the proposed change at least *35 days* prior to implementing the new method;
- ▼ your existing lease has expired, or you are willing to sign a new lease before the current lease expires; and
- ▼ you have agreed to the change by signing a lease or other written agreement.

**Note: This guide summarizes only some of the TCEQ rules regarding allocated billing. A property owner must be familiar with, and comply with, all applicable state laws and rules. Tenants are encouraged to refer to those sources for additional, detailed information.**

Violations of TCEQ rules should be documented in writing and sent to: TCEQ; Outreach & Information Assistance Team; Water Information & Assistance Section, MC-141; P.O. Box 13087; Austin, TX 78711-3087. The Outreach & Information Assistance Team may also be reached by calling 512/239-6100. For more information, see the TCEQ Web site at [www.tceq.state.tx.us](http://www.tceq.state.tx.us).



**LEASE ADDENDUM  
FOR SATELLITE DISH OR ANTENNA**

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

- 1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
Apartments in \_\_\_\_\_, Texas  
OR  
the house, duplex, etc. located at (street address) \_\_\_\_\_  
\_\_\_\_\_ in \_\_\_\_\_, Texas.
- 2. Number and size.** You may install \_\_\_\_\_ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.
- 3. Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
- 4. Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
- 5. Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window--without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
- 6. Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
- 7. Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.
- 8. Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.
- 9. Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \_\_\_\_\_, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
- 10. Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ \_\_\_\_\_, (check one)  not effective until installation or  due within \_\_\_\_\_ days of installation, to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc.
- 11. When you may begin installation.** You may start installation of your satellite dish, antenna or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
- 12. Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

**Resident or Residents**  
*[All residents must sign here]*

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

**Owner or Owner's Representative**  
*[signs here]*

\_\_\_\_\_  
  
**Date of Lease Contract**  
\_\_\_\_\_

**LEASE ADDENDUM FOR  
ALLOCATING TRASH REMOVAL COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Apartments  
in \_\_\_\_\_, Texas.  
OR  
the house, duplex, etc. located at (street address)  
\_\_\_\_\_ in \_\_\_\_\_, Texas.

the number of people living in your unit as compared to the total number of people living in all units ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units.)

other formula: *(describe)*  
\_\_\_\_\_  
\_\_\_\_\_

2. **Payment due date.** Payment of your allocated trash removal bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ \_\_\_\_\_ for late payment of your trash bill, but we are not obligated to accept late payment. If you are late in paying the trash removal bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

Only the cost for removing trash from our apartment community will be allocated. Penalties or interest for our late payment of the trash removal bill will be paid for entirely by us and will not be allocated. An administrative fee of \$ \_\_\_\_\_ per month will be added to your bill for processing and billing.

Your trash allocation bill includes state and local sales taxes, as required by state law.

3. **Allocation procedures.** You agree to the system of allocating trash removal costs as described below. During the lease term, we are authorized to allocate monthly trash removal bill(s) for the apartment community. Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. The formula for allocating the monthly trash removal bill for your apartment will be on the basis of: *(check one)*

4. **Change of allocation formula.** The above allocation formula for determining your share of the trash removal cost cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

5. **Right to examine records.** During regular weekday office hours, you may examine the trash removal bill we receive from the public or private trash utility, as well as our calculation of your allocated share. Please give us reasonable advance notice to gather the data.

per dwelling unit;

**Resident or Residents**  
*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

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

\_\_\_\_\_

**Date of Lease Contract**

\_\_\_\_\_

**LEASE ADDENDUM FOR  
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_

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

Apartments in \_\_\_\_\_, Texas  
OR  
the house, duplex, etc. located at (street address)  
\_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Garage, carport, or storage unit.** You are entitled to exclusive possession of: *(check as applicable)*

- garage or carport attached to the dwelling;
- garage space number(s) \_\_\_\_\_ ;
- carport space number(s) \_\_\_\_\_ ; and/or
- storage unit number(s) \_\_\_\_\_ .

The monthly rent in paragraph 6 of the lease covers both the dwelling and the checked area(s) above. All terms and conditions of the lease apply to the above areas unless modified by this addendum.

3. **Use restrictions.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.

4. **No dangerous items.** In our sole judgment, items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors, or that violate any government regulation, may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

5. **No smoke, fire, or carbon monoxide detectors.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law. We may choose to provide a detection device not required by law by separate addendum.

6. **Garage door opener.** If an enclosed garage is furnished, you  will  will not be provided with a  garage door opener and/or  garage key. You will be responsible for maintenance of

any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent. At the time of termination of the lease, the total number of garage door opener(s) and/or garage key(s) that you were assigned must be returned to us. Failure to return such opener and/or key will result in a fine of \$ \_\_\_\_\_, which will be deducted from your security deposit.

7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

8. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. We are not responsible for pest control in such areas.

9. **Compliance.** We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In that event, written notice of such opening and entry will be left inside the main entry door of your dwelling or inside the door between the garage and your dwelling.

10. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

11. **Move-out and remedies.** Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to paragraph 13 of the lease, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the lease apply to areas covered by this addendum. Upon termination of the lease, your failure to return any garage door opener or other remote control device will result in a charge against you.

**Resident or Residents**  
*(All residents must sign)*

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

**Owner or Owner's Representative**  
*(Signs below)*

\_\_\_\_\_  
  
**Date of Lease Contract**  
\_\_\_\_\_

**LEASE ADDENDUM FOR  
ALLOCATING NATURAL GAS COSTS**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Apartments  
in \_\_\_\_\_, Texas.

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

3. **Your payment due date.** Payment of your allocated gas bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your gas bill if we do not receive timely payment. If you are late in paying the gas bill, we may not cut off your gas; but we may immediately exercise all other lawful remedies, including eviction--just like late payment of rent.

4. **Allocation procedures.** You (the resident) and we (the owner) agree to the gas allocation system described below. During the lease term, we are authorized to allocate the monthly mastermeter gas bill(s) for the apartment community on the following basis:

Your monthly rent under the TAA Lease Contract does *not* include a charge for natural gas. Instead, you will be receiving a separate bill from us for gas.

Your monthly gas bill will be based on one of the allocation formulas checked below (*check only one*):

A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.

A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units.)

Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community as described above.

Another formula described as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Common area deduction.** Only the total mastermeter gas bill will be allocated. Before the bill is allocated, a deduction of \_\_\_\_\_ percent will be made to cover estimated gas consumption in any common areas, such as: (1) gas dryers and room heating in laundry rooms; or (2) hot water heating for pools, spas or laundry rooms. Penalties or interest for any late payment of the mastermeter gas bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ \_\_\_\_\_ per month (not to exceed \$3) will be added to your bill for processing billing and/or collecting.

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

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

**Resident or Residents**  
*[All residents must sign here]*

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

**Owner or Owner's Representative**  
*[Signs here]*

\_\_\_\_\_

**Date of Lease Contract**

\_\_\_\_\_

**LEASE ADDENDUM REGARDING LIMITED WAIVER AND MODIFICATION  
OF RIGHTS UNDER U.S. SERVICEMEMBERS CIVIL RELIEF ACT**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the

\_\_\_\_\_ Apartments located at \_\_\_\_\_

in \_\_\_\_\_, Texas.

**OR** the house, duplex, etc. located at (street address) \_\_\_\_\_

in \_\_\_\_\_, Texas.

For purposes of this addendum, "you" means a servicemember as defined by the "U.S. Servicemembers Civil Relief Act" (SCRA).

2. **Reason for addendum.** Congress has enacted into law the "U.S. Servicemembers Civil Relief Act" (SCRA). This law, among other things, modifies the rights of military personnel to terminate a lease in certain cases and provides that military personnel may waive their rights under the SCRA in certain circumstances. This addendum clarifies your rights and our obligations in the event of a deployment. This addendum provides for a limited waiver of the terms of the SCRA. However, we agree to grant individuals covered by the SCRA and their spouses all of the rights described in this addendum.

3. **Waiver and modification of paragraph 23.** The language of paragraph 23 of the TAA Lease Contract is entirely replaced by the language of this addendum. A resident who is a servicemember on active military duty at the time of signing this Lease Contract and such resident's spouse waive for the purposes of this Lease Contract all rights under the SCRA, and shall instead have the rights and obligations set forth below.

4. **Military personnel right to terminate.** Except as provided in paragraphs 5 or 14 below, you or your spouse may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces during the original or renewal Lease Contract term. You or your spouse also may terminate the Lease Contract if:

(1) you are (i) a member of the U.S. Armed Forces or reserves on active duty *or* (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*

(2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, *or* (iii) are relieved or released from active duty.

If you or your spouse terminates under this addendum, we must be furnished with a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base

housing does not constitute permanent change-of-station orders.

5. **Exception for termination upon deployment orders.** If you or your spouse are terminating the Lease Contract due to deployment orders, you or your spouse may terminate the Lease Contract only on the condition that during the remainder of the original or renewal Lease Contract term neither you nor your spouse will accept an assignment for or move into base housing, or move into other housing located within 30 miles of the dwelling unit described above. The foregoing exception does not apply if (1) you or your dependent move into housing owned or occupied by family or relatives of you or your dependent, or (2) you or your dependent move, wholly or partly, because of significant financial loss of income caused by your military service.

If you or your spouse terminate the Lease Contract and violate this paragraph, the Lease Contract shall be deemed to have not been legally terminated and you and your spouse shall be in default under the Lease Contract. In that event, we will have all legal remedies, including those described in the Lease Contract, such as charging a reletting fee under paragraph 11 and accelerating rent under paragraph 32.

6. **Effect of housing allowance continuation.** The fact that the servicemember continues to receive a housing allowance for the servicemember's spouse and/or dependents after deployment does not affect the right of the servicemember or the servicemember's spouse to terminate unless otherwise stated in paragraph 14 of this addendum.

7. **Other co-residents.** A co-resident who is not a spouse of a servicemember may not terminate under this addendum. Your and your spouse's right to terminate the Lease Contract under this addendum only affect the Lease Contract as it applies to you and your spouse--other residents' rights and obligations under the Lease Contract remain unchanged.

8. **Termination date.** If you or your spouse terminates under this addendum, all rights and obligations of you and your spouse under the Lease Contract will be terminated 30 days after the date on which the next rental payment is due, with the exception of obligations arising before the termination date and lawful security deposit deductions.

9. **Representations.** Unless you state otherwise in paragraph 14 of this addendum, you represent when signing this addendum that: (1) you have not already received deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32 of the

lease. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

10. **Refunds upon termination.** We will refund your security deposit and other amounts paid in advance for any period after the effective termination date of the Lease Contract, less lawful deductions, within 30 days after the effective date of the termination of the Lease Contract.

11. **Statutory notice.** You may have special statutory rights to terminate the Lease Contract early in certain situations involving family violence or a military deployment or transfer.

12. **Other rights unchanged.** All other contractual rights and duties of both you and us under the Lease Contract remain unchanged.

13. **Rent Discounts.** Upon early termination of the Lease Contract, you will reimburse us for any free or discounted rent that you received prior to termination and that was noted as free or discounted rent in the Lease Contract.

14. **Additional provisions.** The following provisions will supercede any conflicting provisions of the Lease Contract and this addendum.

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**Resident or Residents**  
*[All residents must sign here]*

**Owner or Owner's Representative**  
*[signs here]*

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**Date of Lease Contract**

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**LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_

Apartments in \_\_\_\_\_, Texas;  
OR  
the house, duplex, etc. located at (street address)  
\_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Rent concession or discount.** The rent for this dwelling is stated in paragraph 6 of the TAA Lease Contract. However, in consideration for your agreement to remain in the dwelling and to fulfill the terms of your Lease Contract for the entire term of the Lease Contract, we have agreed to give you the rent concession or other discount described below.

*[Check all that apply]*

**One-time concession.** You will receive a One-time concession off the rent indicated in Paragraph 6 of the Lease Contract in the total amount of \$ \_\_\_\_\_. This Concession will be credited to your rent due for the month(s) of \_\_\_\_\_.

**Monthly discount.** You will receive a monthly discount of \$ \_\_\_\_\_ off of the rent indicated in Paragraph 6 of the Lease Contract. Your discounted monthly rent will be \$ \_\_\_\_\_ for \_\_\_\_\_ months.

**Other discount.** You will receive the following discount off the rent indicated in Paragraph 6 of the Lease Contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Repayment for early move out.** The concession and discounts indicated above are provided to you as an incentive and with the understanding that you will fulfill your obligations under the Lease Contract for the entire term of your Lease.

**If you move out or terminate your Lease Contract early, in violation of the Lease Contract, you will be required to immediately repay us the amounts of all  concessions  discounts (check those that apply) that you actually received from us for the months you resided in your dwelling.**

4. **Special Provisions.** The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

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**Resident or Residents**  
*[All residents must sign here]*

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

**Owner or Owner's Representative**  
*[signs here]*

\_\_\_\_\_

**Date of Lease Contract**

\_\_\_\_\_



**LEASE ADDENDUM FOR  
REQUIREMENT OF RENTER'S OR LIABILITY INSURANCE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Apartments in \_\_\_\_\_, Texas  
OR  
the house, duplex, etc. located at (street address)  
\_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Acknowledgment concerning insurance or damage waiver.** You understand that our property or liability insurance may not protect you, your guests or any occupants against loss or damage to personal property or belongings, or cover your liability for loss or damage caused by your actions or those of any occupant of the dwelling or guest. You understand that by not maintaining a renter's or liability insurance policy, you may be liable to us and others for loss or damage caused by your actions or those of any occupant or guest in the dwelling. **You understand that paragraph 8 of the Lease Contract requires you to maintain a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than \$ \_\_\_\_\_ per occurrence.** You agree to maintain, at your own expense, during the Term of the Lease and any subsequent renewal periods, a renter's or liability insurance policy satisfying our requirements. **Liability insurance does not protect you against loss or damage to your personal property or belongings—only a renter's insurance policy does this.**

3. **Election of insurance coverage or damage waiver.** You agree to the following with respect to your renter's or liability insurance (INITIAL ONE):

\_\_\_\_\_ You agree to purchase renter's or liability insurance through the Program (*complete paragraph 5*);

\_\_\_\_\_ You agree to purchase renter's or liability insurance from an insurance company of your choice. If you elect to purchase the required insurance from another company, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it. Your insurance company will be required to provide notice to us within 30 days of any cancellation, non-renewal, or other material change in your insurance policy; or

\_\_\_\_\_ You agree to pay \$ \_\_\_\_\_ per month to us for liability insurance that we agree meets the requirements of this addendum. You agree to pay us this amount in addition to all other obligations in the Lease Contract. You also agree the cost of this liability insurance will be considered additional rent for purposes of the Lease Contract.

4. **Subrogation allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes the language in paragraph 33 of the Lease Contract.

5. **Our insurance program.** You understand that we have informed you of any insurance program (the "Program") that we may have made available to you that provides you with an opportunity to purchase renter's insurance and/or liability insurance policies from \_\_\_\_\_. **Be aware that this insurance company is not owned or operated by us, and we make no guarantees, representations, or promises concerning the insurance or services it provides. You are under no obligation to purchase renters' insurance or liability insurance through the Program.**

**Resident or Residents**  
*[All residents must sign here]*

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

**Owner or Owner's Representative**  
*[signs here]*

\_\_\_\_\_  
  
**Date of Lease Contract**  
\_\_\_\_\_

**LEASE ADDENDUM  
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Apartments  
in \_\_\_\_\_, Texas.

2. **Remote control/cards/code for gate access.**

**Remote control for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your children or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.

**Cards for gate access.** Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$ \_\_\_\_\_ non-refundable fee.

**Code for gate access.** Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. **Damaged, lost or unreturned remote controls, cards or code changes.**

If a remote control is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.

If a card is lost, stolen or damaged, a \$ \_\_\_\_\_ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ \_\_\_\_\_ deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly.

4. **Report damage or malfunctions.** Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

5. **Follow written instructions.** We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee

through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. **Personal injury and/or personal property damage.** Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. **Rules in using vehicle gates.**

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

**Resident or Residents**  
*[All residents must sign here]*

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

**Owner or Owner's Representative**  
*[signs here]*

\_\_\_\_\_

**Date of Lease Contract**

\_\_\_\_\_

**LEASE ADDENDUM  
FOR INTRUSION ALARM**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Apartments  
in \_\_\_\_\_, Texas.
2. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if the intrusion alarm were malfunctioning. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm is *(check one)*  required or  optional. You are responsible for all false alarm charges for your dwelling.
3. **Permit from city.** You *(check one)*  do or  do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is \_\_\_\_\_, and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
4. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules and procedures furnished to you by us. Instructions  are attached or  will be provided to you when you move in.
5. **Alarm company.** You *(check one)*  will or  will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You *(check one)*  may choose your own alarm company or  are required to use \_\_\_\_\_ as your alarm company. The alarm system is repaired and maintained by \_\_\_\_\_.
6. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code

and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in paragraph 28 of your TAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.

7. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to *(check one)*  contact your intrusion alarm company immediately for repair or  contact us immediately for repair. The cost of repair will be paid by *(check one)*  you or  us. Do not tamper with the intrusion alarm system.
8. **No warranty.** We make no guaranties or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical in nature will malfunction from time to time. We are absolutely not responsible for malfunction of the alarm.
9. **Liability.** We are not liable to you, your guests or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
10. **Emergencies.** Always call 911 or law enforcement authorities or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.
11. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.

**Resident or Residents**  
*[All residents must sign here]*

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

**Owner or Owner's Representative**  
*[signs here]*

\_\_\_\_\_

**Date of Lease Contract**

\_\_\_\_\_



Condominium/Townhome Lease Contract

Date of Lease Contract: \_\_\_\_\_  
(when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract): \_\_\_\_\_ and us, the owner: \_\_\_\_\_ You've agreed to rent the following dwelling: Unit \_\_\_\_\_ of the \_\_\_\_\_ (name of condominium or townhome community) located at \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Texas, \_\_\_\_\_ (zip code) for use as a private residence only. Your Lease Contract includes the following assigned parking space(s) (if any): \_\_\_\_\_ The terms "you" and "your" refer to all residents listed above, and a person authorized to act in the event of a sole resident's death. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. See paragraph 33 for a definition of other terms. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor must be executed.

2. OCCUPANTS. The dwelling will be occupied only by you and (list all other occupants not signing the Lease Contract): \_\_\_\_\_ No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than \_\_\_\_\_ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at midnight the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year). This Lease Contract will automatically renew month-to-month unless either party gives at least \_\_\_\_\_ days written notice of termination or intent to move out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. The total security deposit for all residents is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed. This amount [check one]:  does or  does not include an animal deposit. Any animal deposit will be stated in an animal addendum. See paragraphs 41 and 42 for security deposit return information.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided \_\_\_\_\_ dwelling key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other access devices for \_\_\_\_\_. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the dwelling, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your dwelling will be [check one]:  furnished or  unfurnished.

6. RENT AND CHARGES. You will pay \$ \_\_\_\_\_ per month for rent, in advance and without demand at \_\_\_\_\_ and payable to  owner or  \_\_\_\_\_. Prorated rent of \$ \_\_\_\_\_ is due for the remainder of [check one]:  1st month or  2nd month, on \_\_\_\_\_, \_\_\_\_\_ (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the \_\_\_\_\_ day of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$ \_\_\_\_\_ plus a late charge of \$ \_\_\_\_\_ per day after that date until paid in

full. We will not impose late charges until at least the third day of the month. You'll also pay a charge of \$ \_\_\_\_\_ for each returned check, plus initial and daily late charges until we receive acceptable payment. Daily late charges will not exceed 15 days for any single month's rent. If you don't pay rent on time, you'll be in default and all remedies under state law and this Lease Contract will be authorized. If you violate the animal restrictions of paragraph 27 or other animal rules, you'll pay an initial charge of \$ \_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your dwelling until it is finally removed. We'll also have all other remedies for such violation.

7. UTILITIES. We'll pay for the following items, if checked:  gas  water  wastewater  electricity  trash  cable TV  master antenna  Internet service  other utilities \_\_\_\_\_.

You'll pay for all other utilities, except for any utility the Association pays for all units. You'll pay for all related deposits, and any charges or fees on such utilities during your Lease Contract term. You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason--including disconnection for not paying your bills--until the Lease Contract term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules. If a utility is individually metered, it must be connected in your name and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the dwelling, you'll be liable for a \$ \_\_\_\_\_ charge (not to exceed \$50), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition and your dwelling is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

8. INSURANCE. Our insurance does not cover the loss of or damage to your personal property. You are [check one]:  required to buy and maintain renter's or liability insurance (see attached addendum), or  not required to buy renter's or liability insurance.

If neither is checked, insurance is not required but is still strongly recommended. If not required, we urge you to get your own insurance for losses due to theft, fire, water damage, pipe leaks and other similar occurrences.

9. SECURITY DEVICES. What We Must Provide. Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorviewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt on one entry door. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.

What You Are Now Requesting. Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense: \_\_\_\_\_

If no item is filled in, then you are requesting none at this time.

Payment. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

Special Provisions and "What If" Clauses

10. 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 Contract and will supersede any conflicting provisions of this printed Lease Contract form. \_\_\_\_\_

11. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you: (1) fail to move in, or fail to give written move-out notice as required in paragraphs 23 or 37; or (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or (3) move out at our demand because of your default; or (4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

**Not a Release.** The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain--particularly those relating to make ready, inconvenience, paperwork, advertising, showing the dwelling, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us or the Association for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the dwelling unit, common areas, limited common areas, or common facilities due to a violation of the Lease Contract or rules, improper use; negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacements and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling. We or the Association may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN DWELLING.** All property in the dwelling is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent. For this purpose, "dwelling" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After We Exercise Lien for Rent.** If your rent is delinquent, our representative may peacefully enter the dwelling and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the dwelling in a conspicuous place--plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice also must state that the property will be promptly returned when the delinquent rent is fully paid. All property in the dwelling is presumed to be yours unless proven otherwise.

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove or store all property remaining in the dwelling or in any common areas or facilities (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling (see definitions in paragraph 42).

**Storage.** We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the dwelling. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on *all* property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Property Code Section 54.042 is limited to charges for packing, removing, and storing.

**Redemption.** If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the dwelling

(at our option). We may require payment by cash, money order, or certified check.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the dwelling after surrender or abandonment; or (2) left outside more than 1 hour after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies, and duties under paragraphs 11 and 32 apply to acceleration under this paragraph.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of our rules or Association regulations allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37. The written move-out notice under paragraph 37 applies only to the end of the current Lease Contract or renewal period.

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the Lease Contract begins--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your dwelling.

### While You're Living in the Dwelling

**18. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written rules and Association regulations, including instructions for care of our property. These rules and regulations are considered part of this Lease Contract. We may make reasonable changes to our written rules, effective immediately upon their distribution to you. These changes must not change dollar amounts on page 1 of this Lease Contract. The Association may make reasonable changes to its written regulations, effective immediately, if they are distributed and applicable to all units in the Community. Our rules and Association regulations may be enforced by representatives of us or the Association.

**19. LIMITATIONS ON CONDUCT.** The dwelling and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with our rules, Association regulations, and posted signs. Glass containers are prohibited in or near pools and all other common areas. You, your occupants, or guests may not anywhere in the Community: use candles or kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your dwelling or in the Community is prohibited--except that

any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes. We or the Association may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We or the Association may exclude from the Community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling rules, or disturbing other residents, neighbors, visitors, or owner representatives. We or the Association also may exclude from any outside area or any common area or facilities a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

You will notify us within 15 days if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us within 15 days if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.

**20. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and

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employees) in or near the Community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife, or other weapon in any common area or facilities in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; using windows for entry or exit; heating the dwelling with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We (or the Association, if authorized by Association regulations) may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside a dwelling or on sidewalks, under stairwells, or in handicapped parking areas. We or the Association may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if it:

- (1) has a flat tire or is otherwise inoperable
- (2) is on jacks, blocks or has wheel(s) missing
- (3) takes up more than one parking space
- (4) belongs to a resident or occupant who has surrendered or abandoned the dwelling
- (5) is in a handicap space without the legally required handicap insignia
- (6) is in a space marked for office visitors, managers, or staff
- (7) blocks another vehicle from exiting
- (8) is in a fire lane or designated "no parking" area
- (9) is in a space marked for other resident(s) or dwelling(s)
- (10) is on the grass, sidewalk, or patio
- (11) blocks garbage trucks from access to a dumpster, or
- (12) has no current license, registration or inspection sticker, and we give you at least 10 days notice that the vehicle will be towed if not removed.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31 or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase.

**Death of a Sole Resident.** If you are the sole resident, upon your death you may terminate the Lease Contract without penalty with at least 30 days written notice. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and other detection devices, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5. Window screens are not for security or for keeping people from falling out.

**Detection Devices.** We'll furnish smoke or other detection devices required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. Neither you nor others may disable detectors. *If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages, and attorney's fees.* You also will be liable to us and others if you fail to report malfunctions or any loss, damage, or fines resulting from fire, smoke, or water.

**Loss.** Neither we nor the Association is liable to any resident, guest, or occupant for personal injury or damage or loss of personal property or business or personal income from any cause, including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants or guests, or vandalism unless otherwise required by law. Neither we nor the Association has a duty to remove any ice, sleet, or snow but either may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the dwelling heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our or the Association's representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, neither we nor the Association is liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the dwelling, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering any common areas or facilities. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. We'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

We are committed to the principles of fair housing. In accordance with fair housing laws, we will make reasonable accommodations to our rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of this dwelling. We may require you to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** We shall maintain the dwelling in good working order and pay for any repairs and maintenance of the dwelling, subject to the following repair procedures. You shall replace air conditioning filters monthly. You shall keep exclusive use areas such as entries, patios, or driveways, if any, free of trash and debris.

If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security -- IT MUST BE SIGNED AND IN WRITING to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract by giving you at least 5 days written notice. We may also remove personal property if it causes a health or safety hazard. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**Yard Maintenance.** The Association controls and maintains the common areas. You may not remove, plant, or change anything in the common area.

**Trash Receptacles.** Outside trash receptacles for your use will be furnished and paid for by  owner,  resident,  the Association, or  a city utility. If trash receptacles are first supplied by us or by the Association, you  are or  aren't obligated to repair or replace them if they're broken or missing. Trash receptacles must be kept closed and must comply with local ordinances regarding trash disposal. We or the Association may designate where trash receptacles will be stored on the premises and where they are to be put for pick up.

**Pest Control.** Pest control must be arranged as needed in our reasonable judgment and paid for by  us or  the Association. The Association is not responsible for pest control unless specifically provided in the Association regulations.

27. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the dwelling or Community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum and pay an animal deposit. An animal deposit is considered a general security deposit. We will authorize a support animal for a disabled person but will not require an animal deposit. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

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You must comply with Association regulations about animals. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by: (1) leaving, in a conspicuous place in the dwelling, a 24-hour written notice of intent to remove the animal; and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

**28. WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, representatives of us or the Association, or other persons listed in (2) below may peacefully enter the dwelling at reasonable times for the purposes listed in (2) below. If nobody is in the dwelling, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the dwelling immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection device batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping

excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing the dwelling to prospective residents (after move-out or vacate notice has been given); or showing the dwelling to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

**29. MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract, our rules, or Association regulations, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease Contract termination may only be given by residents. In eviction suits, each resident is considered the agent of all other residents in the dwelling for service of process. Any resident who defaults under this Lease Contract will indemnify the non-defaulting residents and their guarantors.

Security deposit refund check and any deduction itemizations will be by: (check one)

- one check jointly payable to all residents and mailed to any one resident we choose, OR
- one check payable and mailed to \_\_\_\_\_

(specify name of one resident).

If neither is checked, then the refund will be made in one check jointly payable to all residents.

### Replacements

**30. REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) fee *will* be due and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or security-deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing--even if a new Lease Contract is signed.

### Responsibilities of Owner and Resident

**31. RESPONSIBILITIES OF OWNER.** The Association may inform you when we are more than 60 days delinquent in paying the Association's monthly assessments. If it then forecloses on a lien for unpaid sums and acquires the dwelling, the Association may terminate this Lease Contract by giving you 30 days written notice.

We'll act with customary diligence to:

- (1) maintain fixtures, hot water, heating, and A/C equipment;
- (2) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and
- (3) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may possibly terminate this Lease Contract and exercise other remedies under Property Code Section 92.056 by following this procedure:

- (a) all rent must be current and you must make a written request for repair or remedy of the condition--after which we'll have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)--after which we'll have a reasonable time for the repair or remedy; and
- (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies, including those under Property Code Section 92.0561.

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail--after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

**32. DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe on time; (2) you or any guest or occupant violates this Lease Contract, our rules or Association regulations, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (i) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marihuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (ii) any sex-related crime, including a misdemeanor; (6) any illegal drugs or paraphernalia are found in your dwelling; or (7) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

**Eviction.** If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident;

(4) personal delivery at the dwelling to any occupant over 16 years old; or (5) affixing the notice to the inside of the dwelling's main entry door. Notice by mail only will be considered delivered on the earlier of: (1) actual delivery, or (2) three days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent, or other sums; or to continue with eviction proceedings.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations on the next page.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term--for up to one month from the date of notice of Lease Contract extension--by delivering written notice to you or your dwelling while you continue to hold over.

**Other Remedies.** If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've furnished at our expense, unless government regulations provide otherwise. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination and statutory lockout under Section 92.0081 of the Property Code. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. We may recover attorney's fees in connection with enforcing our rights under this Lease Contract. You agree that late charges are liquidated damages and a reasonable estimate of such damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter

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demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and future rent and other sums due.

**Association Remedies.** If you violate Association regulations, you are liable to the Association and to us for fines assessed against us, and possibly for other damages. Your liability, however, does not release us from liability. If you or we fail to pay such fines or damages, or if your

guests or occupants otherwise fail to comply with Association regulations, you and we will be subject to all sanctions and remedies under the Association regulations as if the failure were the result of our actions. If specifically authorized by statute or by Association regulations, the remedies will include fines, utility cutoffs, late-payment charges, returned-check charges, attorney's fees, damages, interest, vehicle removal, and suspension of rights to use common areas or common-area facilities. You agree to indemnify us for all liabilities that we incur if you violate Association regulations. If you violate its regulations, the Association may require us to evict you or may itself evict you without our approval or joinder if we don't diligently pursue eviction. The Association regulations may grant the Association a lien on the dwelling unit to secure payment of assessments and other sums due from us to the Association.

## General Clauses

33. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given, as well as any fax transmittal verification. Fax signatures are binding. All notices must be signed. Notices may not be given by email.*

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. The following provisions apply in any lawsuit involving you, us, or the Association under this Lease Contract: place of performance, interest, attorney's fees, and non-waiver. The Association has standing to enforce all of your obligations and our obligations to the Association. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise, including the Association's lien to obtain payment of any assessments or other sums due the Association by the owner. All Lease Contract obligations must be performed in the county where the dwelling is located.

We may deactivate or not install keyless bolting devices on your door if: (1) you or an occupant in the dwelling is over 55 or disabled, and (2) the requirements of Section 92.153(e) or (f) of the Property Code are satisfied.

Cable channels that we or the Association provides may be changed during the Lease Contract term if the change applies to all residents.

Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

Residents may have rights under Texas law to terminate the lease in certain situations involving family violence or a military deployment or transfer.

**Defined terms.** "Community" is defined as the condominium, townhome, or similar community named on page 1. The dwelling unit is part of the Community. The "Association" is the condominium or townhome unit owners' association. "Association regulations" refer to the written regulations and restrictions governing the Community, especially those specifically addressing standards of conduct and prohibited activities.

34. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments for gas, water or electricity) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.
35. **TAA MEMBERSHIP.** We represent that at the time of signing this Lease Contract or a Lease Contract Renewal Form: (1) we; (2) the Association; (3) the management company that represents us or the Association; or (4) any locator service that procured you, is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the dwelling is located. The member is either an owner/management company member or an associate member doing business as a condominium association or locator service (whose name and address is disclosed on page 6). If not, the following applies: (1) this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); and (2) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in TAA and the local association has lapsed; and (2) neither the owner, the management company, nor the Association is a member of TAA and the local association at the time of the third automatic renewal. A signed affidavit from the local affiliated apartment association which attests to non-membership when the Lease Contract or renewal was signed will be conclusive evidence of non-membership. The Lease Contract is voidable at your option if the Lease Contract or any lease addendum (that is a copyrighted TAA form) fails to show at the bottom of each page the names of all original residents listed in paragraph 1, or contains the same form identification code as any other resident's Lease Contract or lease addendum; or if your TAA Rental Application contains the same form identification code as any other resident's Rental Application. Governmental entities may use TAA forms if TAA agrees in writing.

## Security Guidelines for Residents

36. **SECURITY GUIDELINES.** We care about your safety and that of other occupants and guests. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your dwelling when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.

- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and detection devices to make sure they are working properly. Detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

## When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below.

Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the

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entire Lease Contract term if you move out early (paragraph 22) except under the military clause (paragraph 23). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions--even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements below are met.
- The move-out date in your notice [check one]:  must be the last day of the month; or  may be the exact day designated in your notice. If neither is checked, the second applies.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to provide a reminder notice, 30 days written notice to move-out is required.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the dwelling before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
39. **CLEANING.** You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage areas. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges--including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling and is missing; replacing dead or missing detection device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the dwelling when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for a violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have *surrendered* the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; or (2) all dwelling keys and access devices listed in paragraph 5 have been turned in where rent is paid--whichever date occurs first.

You have *abandoned* the dwelling when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the dwelling not connected in our name has been terminated or transferred; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the dwelling abandoned. A dwelling is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

**Signatures, Originals and Attachments**

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures--one for you and one or more for us. Our rules, the Association's regulations dealing with standards of conduct and prohibited activities, and our move-out cleaning instructions, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed:

- Access Gate Addendum
- Additional Special Provisions
- Animal Addendum
- Asbestos Addendum (if asbestos is present)
- Association Regulations
- Early Termination Addendum
- Enclosed Garage, Carport or Storage Unit Addendum
- Inventory & Condition Form
- Intrusion Alarm Addendum
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Legal Description of Dwelling (if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: \_\_\_\_\_ )
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- TCEQ Tenant Guide to Water Allocation
- Utility Allocation Addendum for:  electricity  water  gas  central system costs  trash removal  cable TV
- Utility Submetering Addendum for:  electricity  water  gas
- Other \_\_\_\_\_

Name and address of locator service or condominium association (if applicable)

\_\_\_\_\_

\_\_\_\_\_

**You are legally bound by this document.  
Please read it carefully.**

**Before submitting a rental application  
or signing a Lease Contract, 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 Contract if agreed to in writing by all parties.**

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

Resident or Residents (all sign below)

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

Owner or Owner's Representative (signing on behalf of owner)

\_\_\_\_\_

Address and phone number of owner's representative for notice purposes

\_\_\_\_\_

\_\_\_\_\_

After-hours phone number \_\_\_\_\_

(Always call 911 for police, fire or medical emergencies.)

Date form is filled out (same as on top of page 1) \_\_\_\_\_





Residential Lease Contract

Date of Lease Contract: \_\_\_\_\_  
(when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract is between you, the resident(s) (list all people signing the Lease Contract): \_\_\_\_\_  
\_\_\_\_\_ and us, the owner:  
\_\_\_\_\_

You've agreed to rent the following dwelling [check one]:  house,  duplex unit, or  other unit, and any grounds, garage or other improvements located at \_\_\_\_\_ (street address) in \_\_\_\_\_ (city), Texas, \_\_\_\_\_ (zip code) for use as a private residence only.

The terms "you" and "your" refer to all residents listed above, and a person authorized to act in the event of a sole resident's death. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor must be executed.

2. OCCUPANTS. The dwelling will be occupied only by you and (list all other occupants not signing the Lease Contract): \_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than \_\_\_\_\_ consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. LEASE TERM. The initial term of the Lease Contract begins on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year), and ends at midnight the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year). This Lease Contract will automatically renew month-to-month unless either party gives at least \_\_\_\_\_ days written notice of termination or intent to move out as required by paragraph 37. If the number of days isn't filled in, at least 30 days notice is required.

4. SECURITY DEPOSIT. The total security deposit for all residents is \$ \_\_\_\_\_, due on or before the date this Lease Contract is signed. This amount [check one]:  does or  does not include an animal deposit. Any animal deposit will be stated in an animal addendum. See paragraphs 41 and 42 for security deposit return information.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided \_\_\_\_\_ dwelling key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other access devices for \_\_\_\_\_. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order to not enter the dwelling, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your dwelling will be [check one]:  furnished or  unfurnished.

6. RENT AND CHARGES. You will pay \$ \_\_\_\_\_ per month for rent, in advance and without demand at \_\_\_\_\_ and payable to  owner or  \_\_\_\_\_. Prorated rent of \$ \_\_\_\_\_ is due for the remainder of [check one]:  1st month or  2nd month, on \_\_\_\_\_ (year). Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the \_\_\_\_\_ day of the month and we haven't given notice to vacate before that date, you'll pay an initial late charge of \$ \_\_\_\_\_ plus a late charge of \$ \_\_\_\_\_ per

day after that date until paid in full. We will not impose late charges until at least the third day of the month. You'll also pay a charge of \$ \_\_\_\_\_ for each returned check, plus initial and daily late charges until we receive acceptable payment. Daily late charges will not exceed 15 days for any single month's rent. If you don't pay rent on time, you'll be in default and all remedies under state law and this Lease Contract will be authorized. If you violate the animal restrictions of paragraph 27 or other animal rules, you'll pay an initial charge of \$ \_\_\_\_\_ per animal (not to exceed \$100 per animal) and a daily charge of \$ \_\_\_\_\_ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your dwelling until it is finally removed. We'll also have all other remedies for such violation.

7. UTILITIES. You'll pay for all utilities including electricity, gas, water, wastewater, trash, and cable TV unless indicated in paragraph 10. You'll pay for all related deposits, charges or fees on such utilities. You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease Contract term or renewal period ends. You must connect utilities in your name, and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by lease commencement or cause it to be transferred back into our name before you surrender or abandon the dwelling, you'll be liable for a \$ \_\_\_\_\_ charge (not to exceed \$50), plus the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

8. INSURANCE. Our insurance does not cover the loss of or damage to your personal property. You are [check one]:  required to buy and maintain renter's or liability insurance (see attached addendum), or  not required to buy renter's or liability insurance. If neither is checked, insurance is not required but is still strongly recommended. If not required, we urge you to get your own insurance for losses due to theft, fire, water damage, pipe leaks and other similar occurrences.

9. SECURITY DEVICES. What We Must Provide. Texas law requires, with some exceptions, that we must provide at no cost to you when occupancy begins: (1) a window latch on each window; (2) a doorviewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.

What You Are Now Requesting. Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not have one; and (3) change or rekey locks or latches. We must comply with those requests, but you must pay for them. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense: \_\_\_\_\_

If no item is filled in, then you are requesting none at this time.

Payment. We will pay for missing security devices that are required by statute. You will pay for: (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); and (2) repairs or replacements due to misuse or damage by you or your family, occupants, or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

Special Provisions and "What If" Clauses

10. 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 Contract and will supersede any conflicting provisions of this printed Lease Contract form.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE. You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 85% of the highest monthly rent during the Lease Contract term) if you:  
(1) fail to move in, or fail to give written move-out notice as required in paragraphs 23 or 37; or  
(2) move out without paying rent in full for the entire Lease Contract term or renewal period; or  
(3) move out at our demand because of your default; or  
(4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract. See the first paragraph of page 2.

**Not a Release.** The reletting charge is not a Lease Contract cancellation or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain--particularly those relating to make ready, inconvenience, paperwork, advertising, showing the dwelling, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

**12. DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the dwelling due to: a violation of the Lease Contract or rules, improper use, negligence; other conduct by you or your invitees, guests or occupants; or any other cause not due to our negligence or fault. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests, or occupants, or our representatives who perform at your request services not contemplated in this Lease Contract. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacements and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. CONTRACTUAL LIEN AND PROPERTY LEFT IN DWELLING.** **All property in the dwelling is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent.** For this purpose, "dwelling" excludes outside areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

**Removal After We Exercise Lien for Rent. If your rent is delinquent, our representative may peacefully enter the dwelling and remove and/or store all property subject to lien.** Written notice of entry must be left afterwards in the dwelling in a conspicuous place--plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the dwelling is presumed to be yours unless proven otherwise.

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove or store all property remaining in the dwelling or in outside areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling (see definitions in paragraph 42).

**Storage.** We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the dwelling. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on *all* property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Property Code Section 54.042 is limited to charges for packing, removing, and storing.

**Redemption.** If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the dwelling after surrender or abandonment; or (2) left outside more than 1 hour after a writ of possession is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies, and duties under paragraphs 11 and 32 apply to acceleration under this paragraph.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10, by a written addendum or amendment signed by you and us, or by reasonable changes of our rules allowed under paragraph 18. If, at least 5 days before the advance notice deadline referred to in paragraph 3, we give you written notice of rent increases or Lease Contract changes effective when the Lease Contract term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or Lease Contract changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 37. The written move-out notice under paragraph 37 applies only to the end of the current Lease Contract or renewal period.

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the Lease Contract begins--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the effective Lease Contract date and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new effective Lease Contract date for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may furnish us information about pending or actual connections or disconnections of utility service to your dwelling.

### While You're Living in the Dwelling

**18. POLICIES OR RULES.** You and all guests and occupants must comply with any written rules and policies, including instructions for care of our property. Our rules are considered part of this contract. We may make reasonable changes to written rules, effective immediately upon their distribution to you. These changes must not change any dollar amounts on page 1 of this Lease Contract. You must comply with any subdivision or deed restrictions that apply.

**19. LIMITATIONS ON CONDUCT.** The dwelling and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, spas, storerooms, and similar areas must be used with care in accordance with our rules and posted signs. Glass containers are prohibited in or near pools. You, your occupants, or guests may not anywhere in the dwelling or outside areas use candles or kerosene lamps or heaters without our prior written approval, or solicit business or contributions. Conducting any kind of business (including child care services) in your dwelling is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of

furniture movers and delivery persons; and (3) recreational activities in outside areas.

We may exclude from the property guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any of our rules, or disturbing other persons, neighbors, visitors, or owner representatives. We may also exclude from any outside area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident.

You will notify us within 15 days if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us within 15 days if you or any occupants register as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive any rights we have against you.

**20. PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: criminal conduct; behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the dwelling; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the dwelling;

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displaying or possessing a gun, knife, or other weapon in or near the dwelling in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the dwelling; using windows for entry or exit; heating the dwelling with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.

21. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside a dwelling or on sidewalks. We may have unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if it:

- (1) has a flat tire or is otherwise inoperable
- (2) is on jacks, blocks or has wheel(s) missing
- (3) takes up more than one parking space, if the dwelling complex has more than one living unit
- (4) belongs to a resident or occupant who has surrendered or abandoned the dwelling
- (5) blocks another vehicle from exiting
- (6) is in a fire lane or designated "no parking" area
- (7) is in a space marked for other resident(s) or dwelling(s)
- (8) is in any portion of a yard area
- (9) is on the grass, sidewalk, or patio, or
- (10) has no current license, registration or inspection sticker, and we give you at least 10 days notice that the vehicle will be towed if not removed.

22. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under paragraphs 10, 16, 23, 31 or 37, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death, or property purchase.

**Death of Sole Resident.** If you are the sole resident, upon your death you may terminate the Lease Contract without penalty with at least 30 days written notice. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

23. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if you enlist or are drafted or commissioned in the U.S. Armed Forces. You also may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (iii) are relieved or released from active duty.

After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation under paragraph 32. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

24. **RESIDENT SAFETY AND LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and other detection devices, door and window locks, and other safety or security devices. You agree to make every effort to follow the Security Guidelines on page 5. Window screens are not for security or keeping people from falling out.

**Detection Devices.** We'll furnish smoke or other detection devices required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report detector malfunctions to us. Neither you nor others may disable detectors. *If you damage or disable the smoke detector or remove a battery without replacing it with a working battery, you may be liable to us under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages, and attorney's fees.* You also will be liable to us and others if you fail to report malfunctions or any loss, damage, or fines resulting from fire, smoke, or water.

**Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property or business or personal income from any cause including but not limited to fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of residents, occupants, or guests, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the dwelling heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of

reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obligated to furnish security personnel, patrols, lighting, gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the dwelling. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

25. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the dwelling, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must sign and note on the form all defects or damage and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering the outside areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. We'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

We are committed to the principles of fair housing. In accordance with fair housing laws, we will make reasonable accommodations to our rules, policies, practices or services, and/or will allow reasonable modifications under such laws to give persons with disabilities access to and use of this dwelling. We may require you to sign an addendum regarding the approval and implementation of such accommodations or modifications, as well as restoration obligations, if any.

26. **REQUESTS, REPAIRS, AND MALFUNCTIONS.** We'll maintain the dwelling in good order and pay for repair and maintenance, subject to the repair procedures set forth below. You must replace air-conditioning filters monthly and keep the yard clean.

**Procedures for Repairs by Us.** If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matters -- IT MUST BE SIGNED AND IN WRITING to our designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract by giving you at least 5 days written notice. We may also remove personal property if it causes a health or safety hazard. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**Repairs and Service Calls.** We will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e. dangerous or hazardous conditions). Otherwise, you'll be responsible for the first \$ \_\_\_\_\_ of any repair or service call.

**Yard Maintenance.** Unless we expressly assume the responsibility below, you must pay for yard maintenance and yard pest control.

- (1) Who will keep the lawn mowed and edged, and maintain all plants, trees, shrubs, etc.?  You or  Us
- (2) Who will water the lawn and other vegetation?  You or  Us
- (3) Who will keep the lawn, flowerbeds, sidewalks, porches, and driveways free of trash and debris?  You or  Us
- (4) Who is obligated to fertilize lawn and plants?  You  Us or  Neither

You must promptly report infestations or dying vegetation to us. You may not modify the existing landscape, change any plants, or plant a garden without our prior written approval.

**Interior Pest Control and Trash Receptacles.** Unless paragraph 10 says otherwise, we'll arrange and pay for extermination services for all pests within the dwelling, as needed in our reasonable judgment.

- (1) Who will initially pay for outside trash receptacles for your use?  You  Us  City Utility or  Other
- (2) If we pay for trash receptacles initially, who must repair or replace them if they're broken or missing?  You or  Us

Trash receptacles must be kept closed, and must comply with local ordinances regarding trash disposal. We may designate which trash receptacles will be stored on the premises and where they'll be.

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27. **ANIMALS.** No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the dwelling, porches, patios, balconies, or yards unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum and pay an animal deposit. An animal deposit is considered a general security deposit. We will authorize a support animal for a disabled person but will not require an animal deposit. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals or allow unauthorized animals to be tied to any porch, tree, or other object on the premises at any time.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the dwelling at any time during your term of occupancy (with or without our consent), we'll charge you for defleing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the dwelling, a 24-hour written notice of intent to remove the animal, and (2) following the procedures of paragraph 28. We may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

28. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the dwelling at reasonable times for the purposes listed in (2) below. If nobody is in the dwelling, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the dwelling immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; checking for water leaks; changing filters; testing or replacing detection device batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities;

exercising our contractual lien; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; removing unauthorized animals; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing dwelling to prospective residents (after move-out or vacate notice has been given); or showing the dwelling to government representatives for the limited purpose of determining housing and fire ordinance compliance, and to lenders, appraisers, contractors, prospective buyers, or insurance agents.

29. **MULTIPLE RESIDENTS OR OCCUPANTS.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease Contract termination may only be given by residents. In eviction suits, each resident is considered the agent of all other residents in the dwelling for service of process. Any resident who defaults under this Lease Contract will indemnify the non-defaulting residents and their guarantors.

Security deposit refund check and any deduction itemizations will be by: (check one)

- one check jointly payable to all residents and mailed to any one resident we choose, OR
- one check payable and mailed to \_\_\_\_\_

(specify name of one resident).

If neither is checked, then the refund will be made in one check jointly payable to all residents.

## Replacements

30. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security-deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

31. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) maintain fixtures, hot water, heating, and A/C equipment;
- (2) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and
- (3) make all reasonable repairs, subject to paragraph 26 and your obligation to pay for damages for which you are liable.

If we violate any of the above, you may possibly terminate this Lease Contract and exercise other remedies under Property Code Section 92.056 by following this procedure:

- (a) all rent must be current and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- (b) if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time for the repair or remedy; and
- (c) if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies, including those under Property Code Section 92.0561.

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail—after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

32. **DEFAULT BY RESIDENT.** You'll be in default if: (1) you don't pay rent or other amounts that you owe on time; (2) you or any guest or occupant violates this Lease Contract, our rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (i) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (ii) any sex-related crime, including a misdemeanor; (6) any illegal drugs or paraphernalia are found in your dwelling; or (7) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

**Eviction.** If you default, we may end your right of occupancy by giving you a 24-hour written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the dwelling to any occupant over 16 years old; or (5) affixing the notice to the inside of the dwelling's main entry door. Notice by mail only will be considered delivered on the earlier of: (1) actual delivery, or (2) three days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may

still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent, or other sums; or to continue with eviction proceedings.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the Lease Contract term—for up to one month from the date of notice of Lease Contract extension—by delivering written notice to you or your dwelling while you continue to hold over.

**Other Remedies.** If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we've furnished at our expense, unless government regulations provide otherwise. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination and statutory lockout under Section 92.0081 of the Property Code. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all other litigation costs. We may recover attorney's fees in connection with enforcing our rights under this Lease Contract. You agree that late charges are liquidated damages and a reasonable estimate of such damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 11 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and future rent and other sums due.

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## General Clauses

33. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given, as well as any fax transmittal verification. Fax signatures are binding. All notices must be signed. Notices may not be given by email.*

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease Contract obligations must be performed in the county where the dwelling is located.

We may deactivate or not install keyless bolting devices on your doors if: (1) you or an occupant in the dwelling is over 55 or disabled, and (2) the requirements of Section 92.153(e) or (f) of the Property Code are satisfied.

Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

Residents may have rights under Texas law to terminate the lease in certain situations involving family violence or a military deployment or transfer.

34. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 or utility payments for gas, water or electricity) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

35. **TAA MEMBERSHIP.** We represent that, at the time of signing this Lease Contract or a Lease Contract Renewal Form: (1) we; (2) the management company that represents us; or (3) any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the dwelling is located. The member is either an owner/management company member or an associate member doing business as a locator service (whose name and address is disclosed on page 6). If not, the following applies: (1) this Lease Contract is voidable at your option and is unenforceable by us (except for property damages); and (2) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease Contract is automatically renewed on a month-to-month basis two or more times after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association at the time of the third automatic renewal. A signed affidavit from the local affiliated apartment association which attests to non-membership when the Lease Contract or renewal was signed will be conclusive evidence of non-membership. The Lease Contract is voidable at your option if the Lease Contract or any lease addendum (that is a copyrighted TAA form) fails to show at the bottom of each page the names of all original residents listed in paragraph 1, or contains the same form identification code as any other resident's Lease Contract or lease addendum; or if your TAA Rental Application contains the same form identification code as any other resident's Rental Application. Governmental entities may use TAA forms if TAA agrees in writing.

## Security Guidelines for Residents

36. **SECURITY GUIDELINES.** We care about your safety and that of other occupants and guests. *No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your dwelling when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 9 of the Lease Contract.

- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices and detection devices to make sure they are working properly. Detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.
- If your doors or windows are not secure due to a malfunction or break-in, stay with a friend or neighbor until the problem is fixed.
- When you leave home, make sure someone knows where you're going and when you plan to be back.
- Lock your doors and leave a radio or TV playing softly while you're gone. Close curtains, blinds and window shades at night.
- While gone for an extended period, secure your home and use lamp timers. Also stop all deliveries (such as newspaper and mail) or have these items picked up daily by a friend.
- Know at least two exit routes from your home, if possible.
- Don't give entry keys, codes or gate access cards to anyone.
- Always lock the doors on your car, even while driving. Take the keys and remove or hide any valuables. Park your vehicle in a well-lit area.
- Check the backseat before getting into your car. Be careful stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

There are many other crime prevention tips readily available from police departments and others.

## When Moving Out

37. **MOVE-OUT NOTICE.** Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the military clause (paragraph 23). YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions--even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of intended move-out, provided that all other requirements below are met.
- The move-out date in your notice [check one]:  must be the last day of the month; or  may be the exact day designated in your notice. *If neither is checked, the second applies.*

- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to provide a reminder notice, 30 days written notice to move-out is required.

**YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.** We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice--unless you are in default.

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38. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 11 and 32. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must surrender or abandon the dwelling before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.
39. **CLEANING.** You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage areas. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges--including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
40. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.
41. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling and is missing; replacing dead or missing detection device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the dwelling when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under paragraph 13; removing illegally parked vehicles; false security-alarm charges unless

due to our negligence; animal-related charges under paragraphs 6 and 27; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices listed in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 32; and (3) a reletting fee if you have violated paragraph 11.

42. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** We'll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

You have *surrendered* the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; or (2) all dwelling keys and access devices listed in paragraph 5 have been turned in where rent is paid--whichever date occurs first.

You have *abandoned* the dwelling when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days, or water, gas, or electric service for the dwelling not connected in our name has been terminated or transferred; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the dwelling abandoned. A dwelling is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13), but do not affect our mitigation obligations (paragraph 32).

### Signatures, Originals and Attachments

43. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures--one for you and one or more for us. Our rules and policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed:

- Access Gate Addendum
- Additional Special Provisions
- Animal Addendum
- Asbestos Addendum (if asbestos is present)
- Early Termination Addendum
- Enclosed Garage, Carport or Storage Unit Addendum
- Inventory & Condition Form
- Intrusion Alarm Addendum
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Legal Description of Dwelling (if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Owner's Rules or Policies
- Parking Permit or Sticker (quantity: \_\_\_\_\_ )
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- TCEQ Tenant Guide to Water Allocation
- Utility Allocation Addendum for:  electricity  water  gas
  - central system costs  trash removal  cable TV
- Utility Submetering Addendum for:  electricity  water  gas
- Other \_\_\_\_\_
- Other \_\_\_\_\_

Name and address of locator service (if applicable)

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

**You are legally bound by this document.**  
 Please read it carefully.

**Before submitting a rental application  
 or signing a Lease Contract, 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 Contract if agreed to in writing by all parties.**

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

*Resident or Residents (all sign below)*

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

\_\_\_\_\_ Date signed

*Owner or Owner's Representative (signing on behalf of owner)*

\_\_\_\_\_

*Address and phone number of owner's representative for notice purposes*

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

*After-hours phone number* \_\_\_\_\_  
*Always call 911 for police, fire or medical emergencies.)*

*Date form is filled out (same as on top of page 1)* \_\_\_\_\_



## Lease Contract Amendment to Add or Change a Roommate During Lease Term

*(This amendment is not intended for use after the original lease term has expired.)*

**Date:** \_\_\_\_\_  
(when this Amendment is filled out)

1. **PURPOSE OF AMENDMENT.** This is an Amendment to the Lease Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) between (owner) \_\_\_\_\_ and ("residents") (list all original residents in paragraph 1 of Lease Contract) \_\_\_\_\_ on the dwelling located at \_\_\_\_\_, in \_\_\_\_\_, Texas. The purpose of this Amendment is to (check one or both):  add a new resident, or  delete an existing resident who is moving or has already moved out. This Amendment should be attached to the Lease Contract, and the new resident should be furnished with an original of the Amendment. Any person being released should be furnished with a copy.
2. **NEW RESIDENT.** \_\_\_\_\_ ("new resident") may move into the dwelling as a resident under the Lease Contract.
3. **OLD RESIDENT.** \_\_\_\_\_ ("old resident") (check one)  has moved out or  will move out. Upon move-out, old resident may no longer live in the dwelling. The old resident  is or  is not released from further liability under the Lease Contract. If the old resident is not released, he or she will continue to be liable for all obligations under the Lease Contract if the new or remaining residents fail to perform their obligations under the Lease Contract.
4. **REMAINING RESIDENTS.** The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be liable under the Lease Contract.
5. **CHANGEOVER DATE.** New resident may move in on \_\_\_\_\_, \_\_\_\_\_ (year) ("change-over date"). Old resident will move out before that date.
6. **SECURITY DEPOSIT.** The security deposit will be handled as follows (check one or more as appropriate):
  - Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.
  - Old resident will *not* transfer his or her share of the existing security deposit to new resident.
  - Old resident will be entitled to a refund of \$ \_\_\_\_\_ of the existing security deposit within 30 days after old resident moves out (less lawful deductions), and such amount will be mailed to old resident at the forwarding address below.
  - Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 30 days after all residents move out at the end of the Lease Contract term.
  - New resident will pay \$ \_\_\_\_\_ to owner as an extra security deposit, in addition to existing security deposits being held by owner.
7. **GUARANTORS.** New resident will (check one):
  - have the following guarantor(s) guarantee the Lease Contract: \_\_\_\_\_; or

- not* have any guarantor guarantee the Lease Contract. Any guarantor for old resident will (check one of the following if old resident has a guarantor):
  - continue to be liable under the Lease Contract until the end of the original Lease Contract term; or
  - be released from liability under the guaranty when this Amendment becomes effective.
- 8. **DAMAGES AND CHARGES.** New resident accepts the dwelling in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.
- 9. **EXISTING KEYS.** Old resident (check one)  has turned over or  will turn over his or her key(s) and access device(s) to (check one):  new resident,  remaining residents,  owner, or  not applicable.
- 10. **REKEYING.** The dwelling has a *keyless* deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey *keyed* locks when roommates are added or changed; but new resident and remaining residents can require rekeying at their expense. New resident and remaining residents (check one)  do or  do not require that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is required. If required, the rekeying charge will be \$ \_\_\_\_\_.
- 11. **EFFECTIVE DATE.** This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):
  - new resident has completed and signed a Rental Application;
  - any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
  - owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
  - new resident complies with paragraph 6 regarding security deposits; and
  - this Amendment is signed by all parties.
- 12. **SIGNATURES ON LEASE CONTRACT UNNECESSARY.** When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on page 6 of the Lease Contract. Therefore, it will not be necessary for anyone to sign or initial the Lease Contract itself. Signature of a resident who has already moved out in violation of the Lease Contract is not necessary.
- 13. **BINDING AGREEMENT.** New resident and any guarantor acknowledge(s) that he or she has received a copy of the Lease Contract or has read it. New resident agrees to be bound by the Lease Contract just as if he or she signed the Lease Contract at the beginning of the Lease Contract term.
- 14. **OTHER PROVISIONS.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Signatures**

**Printed name of person signing**

\_\_\_\_\_  
Owner or owner's representative

\_\_\_\_\_  
Remaining resident (not moving out)

\_\_\_\_\_  
Remaining resident (not moving out)

\_\_\_\_\_  
Remaining resident (not moving out)

\_\_\_\_\_  
New resident (who is moving in)

\_\_\_\_\_  
Old resident (who is moving out)

\_\_\_\_\_  
Old resident's forwarding address (street, city, state, zip)

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



**Lease Contract Addendum  
for Per-Person Rental of Dwelling**

*(This addendum is not intended for use after the original Lease Contract term has expired.)*



1. **ADDENDUM.** This is an Addendum to the TAA Lease Contract between you and us on the dwelling described below:

Resident (you) \_\_\_\_\_

Owner (us) \_\_\_\_\_

\_\_\_\_\_

Dwelling (Apt. # or type if # is not yet known \_\_\_\_\_ )

at \_\_\_\_\_ (street address)

in \_\_\_\_\_ (city),

Texas, \_\_\_\_\_ (zip code).

Date of Lease Contract \_\_\_\_\_

Beginning date of lease term \_\_\_\_\_

Ending date of lease term \_\_\_\_\_

2. **PURPOSE OF ADDENDUM.** The purpose of this addendum is to modify the TAA Lease Contract so that the resident named above may occupy the dwelling with other co-residents without being jointly liable for rent and various other obligations owed by the other co-residents. This addendum controls over any conflicting provisions in the TAA Lease Contract. Each resident in the dwelling will execute a separate lease to which this addendum will be attached.

3. **EXCLUSIVE-USE AREAS AND JOINT-USE AREAS.** We  may or  may not (check one) assign another person to share a bedroom with you. If the dwelling has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. You will share use and occupancy of the dwelling's common living areas with up to \_\_\_\_\_ other persons who lease from us and share the common living areas of your dwelling. (See Lease Contract paragraph 2.) The common living areas include the kitchen, living room, any private balconies or patios, and any storage rooms assigned to your dwelling.

4. **SECURITY DEPOSIT.** The security deposit amount stated in the Lease Contract is your security deposit and is not the total security deposit of all co-residents. (See Lease Contract paragraph 4.)

5. **KEYS.** Upon written request by you, we will at your expense: (1) rekey the lock(s) on the exterior doors of the dwelling and provide a key to all other co-residents in the dwelling, and (2) rekey the lock on your bedroom door(s) and provide a key to you and any other person assigned to your bedroom. If you want other co-residents to share the cost, they must also sign the request. If your dwelling or bedroom is rekeyed without a request from you and you are still living in the dwelling, we will furnish you a new key. (See Lease Contract paragraph 5.)

6. **RENT.** You will be liable for your monthly rent as stated in the Lease Contract. The rent amount stated in the Lease Contract is rent owed by you and is not the total rent owed by all co-residents. (See Lease Contract paragraph 6.)

7. **UTILITIES.** We will arrange for activation of utilities and services as provided in the Lease Contract to the dwelling for the benefit of all persons residing in the dwelling. Your per-person share of any submetered or allocated utilities for the dwelling will be included as an itemized charge on a monthly billing to you. "Per person" is determined by the number of persons authorized under the Lease Contract to be living in the dwelling at the time of the utility billing to you by us or our agent. (See Lease Contract paragraph 7.)

8. **SECURITY DEVICES.** Upon written request by you, we will install at your expense a keyed deadbolt on the door(s) that provide access into your bedroom. (See Lease Contract paragraph 9.) A bedroom door opening into the interior of the dwelling is not an exterior door for purposes of the security device statute.

9. **RELETING CHARGE.** Any reletting charge that might become due under paragraph 11 will be based on your rent amount and not the total rent of all persons residing in the dwelling. (See Lease Contract paragraph 11.)

10. **REIMBURSEMENT FOR DAMAGES; VIOLATIONS; PER-PERSON LIABILITY.** You are *not liable* for another co-resident's rent or for animal violation charges, late fees, returned-check charges, missing smoke detector batteries, government fines or damages which are due, in our reasonable judgment, solely because of the fault of another co-resident(s) or his invitees or family. You are *100 percent liable* for animal violation charges, late fees, returned check charges, missing smoke detector batteries, government fines and damages to the dwelling or common areas caused only by you or your invitees or family. You are *liable for your per-person share* for animal violation charges, late fees, returned check charges, missing smoke detector batteries, and damages to the dwelling if we cannot, in our reasonable judgment, ascertain the identity of who was at fault. "Per person" is determined by the number of persons authorized under the Lease Contract to be living in the dwelling at the time of the damage, charge, fine or violation. (See Lease Contract paragraphs 12 and 24.)

11. **CONTRACTUAL LIEN.** We will not exercise a contractual lien under Section 54.042 of the Texas Property Code. If property is removed and stored by us after surrender, abandonment, or eviction, you will be liable for packing, removal and storage charges only for the property owned by you or property owned by others and in your possession at the time of removal. No other liens are waived. (See Lease Contract paragraph 13.)

12. **REQUESTS AND NOTICES.** A notice of your intent to move out must be signed by you, personally. A request by anyone residing in your dwelling for maintenance or repair constitutes a request from all co-residents.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your dwelling may be addressed to "all residents" of your dwelling. A notice intended by us for all residents in a multi-unit community, may be addressed to "all residents." (See Lease Contract paragraphs 26, 28 and 29.)

13. **DEFAULT.** The resident defaults contained in the Lease Contract will be limited to conduct by you or your invitees or family or to conduct in which you or they participated. The remedies for a default committed solely by another co-resident in the dwelling will be limited to those that affect that co-resident only. (See Lease Contract paragraph 32.)

14. **REFUNDS.** Refunds will be paid to you only and not by joint check to you and others. The time period for refund begins when you move out. (See Lease Contract paragraph 42.)

15. **RELOCATION.** To the extent practical in our sole judgment, we will try to honor requests for residing in a particular dwelling. If we receive a joint request from you and another resident in your unit to exchange bedrooms within 10 days after your initial occupancy and you comply with our procedures and required documentation, you may change bedrooms with another resident in your dwelling without being subject to a transfer fee. If you later request transfer to another bedroom in your dwelling, you must make the required documentation and pay a transfer fee of \$ \_\_\_\_\_. Transfer at your request to a dwelling other than the one you initially occupied may be made only with our prior written approval and for a similar fee. For purposes of operating efficiently and harmoniously, we reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the dwelling or to another dwelling within the apartment community. We will assist you in moving your personal property and pay for rekeying if we require transfer.

**Signatures**

**Date of Signing Addendum**

\_\_\_\_\_  
Owner or owner's representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

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



03022009SAMPLE40

Date when filled out: \_\_\_\_\_

**ABOUT YOU** Full name (exactly as on driver's license or govt. ID card) \_\_\_\_\_

Your street address (as shown on your driver's license or government ID card): \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_  
OR govt. photo ID card #: \_\_\_\_\_

Former last names (maiden and married): \_\_\_\_\_

Your Social Security #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Sex: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Marital Status:  single  married  divorced  widowed  separated

Are you a U.S. citizen?  Yes  No Do you or any occupant smoke?  yes  no

Will you or any occupant have an animal?  yes  no

Kind, weight, breed, age: \_\_\_\_\_

Current home address (where you now live): \_\_\_\_\_ Apt. #: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Home/cell phone: (\_\_\_\_) \_\_\_\_\_ Current rent: \$ \_\_\_\_\_

Email address: \_\_\_\_\_

Name of apartment where you now live: \_\_\_\_\_

Current owner or manager's name: \_\_\_\_\_

Their phone: \_\_\_\_\_ Date moved in: \_\_\_\_\_

Why are you leaving your current residence? \_\_\_\_\_

Previous home address (most recent): \_\_\_\_\_ Apt. #: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Apartment name: \_\_\_\_\_

Name of above owner or manager: \_\_\_\_\_

Their phone: \_\_\_\_\_ Previous monthly rent: \$ \_\_\_\_\_

Date you moved in: \_\_\_\_\_ Date you moved out: \_\_\_\_\_

**YOUR WORK** Present employer: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Work phone: (\_\_\_\_) \_\_\_\_\_

Position: \_\_\_\_\_

Your gross monthly income is over: \$ \_\_\_\_\_

Date you began this job: \_\_\_\_\_

Supervisor's name and phone: \_\_\_\_\_

Previous employer (most recent): \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Work phone: (\_\_\_\_) \_\_\_\_\_

Position: \_\_\_\_\_

Gross monthly income was over: \$ \_\_\_\_\_

Dates you began and ended this job: \_\_\_\_\_

Previous supervisor's name and phone: \_\_\_\_\_

**YOUR CREDIT HISTORY** Your bank's name, city, state: \_\_\_\_\_

List major credit cards: \_\_\_\_\_

Other non-work income you want considered. Please explain: \_\_\_\_\_

Past credit problems you want to explain. (Use separate page.)

**YOUR RENTAL/CRIMINAL HISTORY** You must check if applicable. Have you, your spouse, or any occupant listed in this Application ever:  been evicted or asked to move out?  moved out of a dwelling before the end of the lease term without the owner's consent?  declared bankruptcy?  been sued for rent?  been sued for property damage?  been charged, detained, or arrested for a felony or sex crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion?  been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method? Please indicate below the year, location and type of each felony and sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. You represent the answer is "no" to any item not checked above.

**YOUR SPOUSE** Full name: \_\_\_\_\_

Former last names (maiden and married): \_\_\_\_\_

Spouse's Social Security #: \_\_\_\_\_

Driver's license # and state: \_\_\_\_\_  
OR govt. photo ID card #: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Sex: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Are you a U.S. citizen?  Yes  No

Present employer: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Work phone: (\_\_\_\_) \_\_\_\_\_

Position: \_\_\_\_\_

Date began job: \_\_\_\_\_ Gross monthly income is over: \$ \_\_\_\_\_

Supervisor's name and phone: \_\_\_\_\_

**OTHER OCCUPANTS** Names of all persons under 18 and other adults who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Sex: \_\_\_\_\_ DL or govt. ID card # and state: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Social Security #: \_\_\_\_\_

**YOUR VEHICLES** List all vehicles owned or operated by you, your spouse, or any occupants (including cars, trucks, motorcycles, trailers, etc.). Continue on separate page if more than three.

Make and color of vehicle: \_\_\_\_\_

Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

Make and color of vehicle: \_\_\_\_\_

Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

Make and color of vehicle: \_\_\_\_\_

Year: \_\_\_\_\_ License #: \_\_\_\_\_ State: \_\_\_\_\_

**WHY YOU RENTED HERE** Were you referred?  Yes  No. If yes, by whom:

Name of locator or rental agency: \_\_\_\_\_

Name of individual locator or agent: \_\_\_\_\_

Name of friend or other person: \_\_\_\_\_

Did you find us on your own?  Yes  No If yes, fill in information below:

On the Internet  Stopped by  Newspaper (name): \_\_\_\_\_

Rental publication: \_\_\_\_\_

Other: \_\_\_\_\_

**EMERGENCY** Emergency contact person over 18, who will not be living with you:

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Work phone: (\_\_\_\_) \_\_\_\_\_ Home phone: (\_\_\_\_) \_\_\_\_\_

Relationship: \_\_\_\_\_

If you die or are seriously ill, missing, or in a jail or penitentiary according to an affidavit of [check one or more]  the above person,  your spouse, or  your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

**AUTHORIZATION** I or we authorize (owner's name) \_\_\_\_\_

\_\_\_\_\_

to: (1) share the above information with owner's electric provider, and (2) verify, by all available means, the above, including reports from consumer reporting agencies before, during and after tenancy on matters relating to my lease, and income history and other information reported by employer(s) to any state employment security agency (e.g., Texas Workforce Commission). Work history information may be used only for this Rental Application. Authority to obtain work history information expires 365 days from the date of this Application.

Applicant's signature \_\_\_\_\_

Spouse's signature \_\_\_\_\_

**Contemplated Lease Contract Information**

To be filled in only if the Lease Contract is not signed by resident(s) at time of application for rental.

The TAA Lease Contract to be used must be the latest version of (check one):  the Apartment Lease,  the Residential Lease, or  the Condominium/Townhome Lease, unless an earlier version is initialed by resident(s) and attached to this Application. The blanks in the contract will contain the following information:

- Names of all residents who will sign Lease Contract \_\_\_\_\_
- Name of Owner/Lessor \_\_\_\_\_
- Property name and type of dwelling (bedrooms and baths) \_\_\_\_\_
- Complete street address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_
- Names of all other occupants not signing Lease Contract (persons under age 18, relatives, friends, etc.) \_\_\_\_\_
- Total number of residents and occupants \_\_\_\_\_
- Our consent necessary for guests staying longer than \_\_\_\_\_ days;
- Beginning date and ending date of Lease Contract \_\_\_\_\_
- Number of days notice for termination \_\_\_\_\_
- Total security deposit \$ \_\_\_\_\_; Animal deposit \$ \_\_\_\_\_
- # of keys/access devices for \_\_\_\_\_ unit, \_\_\_\_\_ mailbox, \_\_\_\_\_ other \_\_\_\_\_
- Total monthly rent for dwelling unit \$ \_\_\_\_\_
- Rent to be paid at (check one)  on-site manager's office or  at \_\_\_\_\_
- Prorated rent for:  first month or  second month \$ \_\_\_\_\_
- Late charges due if rent is not paid on or before \_\_\_\_\_ ;
- Initial late charge \$ \_\_\_\_\_; Daily late charge \$ \_\_\_\_\_ ;
- Returned-check charge \$ \_\_\_\_\_ ;
- Animal violation charges: Initial \$ \_\_\_\_\_; Daily \$ \_\_\_\_\_ ;
- Check if the dwelling is to be furnished;
- Utilities paid by owner (check all that apply):  electricity,  gas,  water,  wastewater,  trash,  cable TV,  master antenna,  Internet,  other utilities \_\_\_\_\_ ;
- Utility connection charge \$ \_\_\_\_\_ ;
- You are (check one):  required to buy insurance or  not required to buy insurance;
- Agreed reletting charge \$ \_\_\_\_\_ ;
- Security deposit refund check will be by : (check one)  
 one check jointly payable to all residents (default), OR  
 one check payable and mailed to \_\_\_\_\_ ;
- Your move-out notice will terminate Lease Contract on (check one):  
 last day of month, or  exact day designated in move-out notice;
- If dwelling unit is house or duplex, owner will be responsible under paragraph 26 of the Lease Contract for  lawn/plant maintenance,  lawn/plant watering,  picking up trash from grounds,  lawn/plant fertilization,  trash receptacles. If not checked, applicant will be responsible. The applicant will be responsible for the first \$ \_\_\_\_\_ of each repair.
- Special provisions regarding parking, storage, etc. (see attached page, if necessary): \_\_\_\_\_ .

**Application Agreement**

1. **Lease Contract Information.** The Lease Contract contemplated by the parties is attached--or, if no Lease Contract is attached, the Lease Contract will be the current TAA Lease Contract noted above. Special information and conditions must be explicitly noted on an attached Lease Contract or in the Contemplated Lease Information above.
2. **Application Fee (may or may not be refundable).** You have delivered to our representative an application fee in the amount indicated in paragraph 14 below, and this payment partially defrays the cost of administrative paperwork.
3. **Application Deposit (may or may not be refundable).** In addition to any application fee, you have delivered to our representative an application deposit in the amount indicated in paragraph 14. *The application deposit is not a security deposit.* However, it will be credited toward the required security deposit when the Lease Contract has been signed by all parties; OR it will be refunded under paragraph 10 if you are not approved; OR it will be retained by us as liquidated damages if you fail to sign or attempt to withdraw under paragraph 6 or 7, or fail to answer any question or give false information.
4. **Approval When Lease Contract Is Signed in Advance.** If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit.
5. **Approval When Lease Contract Isn't Yet Signed.** If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit.
6. **If You Fail to Sign Lease After Approval.** Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone, or within 5 days after we mail you our approval. *If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.*
7. **If You Withdraw Before Approval.** You and any co-applicants may not withdraw your Application or the application deposit. *If, before signing the Lease Contract, you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.*
8. **Completed Application.** An Application will not be considered "completed" and will not be processed until all of the following have been provided to us (unless checked):  a separate Application has been fully filled out and signed by you and each co-applicant;  an application fee has been paid to us;  an application deposit has been paid to us. *If no item is checked, all are necessary for the Application to be considered completed.*
9. **Nonapproval in Seven Days.** We will notify you whether you've been approved within seven days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within seven days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval.
10. **Refund after Nonapproval.** If you or any co-applicant is disapproved or deemed disapproved under paragraph 9, we'll refund all application deposits within \_\_\_\_\_ days (not to exceed 30 days; 30 days if left blank) of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.
11. **Extension of Deadlines.** If the deadline for signing, approving, or refunding under paragraphs 6, 9, or 10 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.
12. **Notice to or from Co-applicants.** Any notice we give you or your co-applicant is considered notice to all co-applicants; and any notice from you or your co-applicant is considered notice from all co-applicants.
13. **Keys or Access Devices.** We'll furnish keys and/or access devices only after: (1) all parties have signed the contemplated Lease Contract and other rental documents; and (2) all applicable rents and security deposits have been paid in full.
14. **Receipt.** Application fee (may or may not be refundable): \$ \_\_\_\_\_  
Application deposit (may or may not be refundable): \$ \_\_\_\_\_  
Administrative fee (refundable only if not approved): \$ \_\_\_\_\_  
Total of above fees and application deposit: \$ \_\_\_\_\_  
Total amount of money we've received to this date: \$ \_\_\_\_\_
15. **Signature.** *Our representative's signature indicates our acceptance only of the above application agreement. It does not bind us to accept applicant or to sign the proposed Lease Contract.*

If you are seriously ill or injured, what doctor may we notify? (We are not responsible for providing medical information to doctors or emergency personnel.)  
Name: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_  
Important medical information in emergency: \_\_\_\_\_

**Acknowledgment.** You declare that all your statements on the first page of this Application are true and complete. You authorize us to verify same through any means, including consumer reporting agencies and other rental housing owners. **You acknowledge that you had an opportunity to review our rental selection criteria, which include reasons your application may be denied, such as criminal history, credit history, current income, and rental history. You understand that if you do not meet our rental selection criteria or if you fail to answer any question or give false information, we may reject the application, retain all application fees, administrative fees, and deposits as liquidated damages for our time and expense, and terminate your right of occupancy.** Giving false information is a serious criminal offense. In lawsuits relating to the application or Lease Contract, the prevailing party may recover from the non-prevailing party all attorney's fees and litigation costs. We may at any time furnish information to consumer reporting agencies and other rental housing owners regarding your performance of your legal obligations, including both favorable and unfavorable information about your compliance with the Lease Contract, the rules, and financial obligations. Fax signatures are legally binding. You acknowledge that our privacy policy is available to you.

**Right to Review the Lease.** Before you submit an application or pay any fees or deposits, you have the right to review the Rental Application and Lease Contract, as well as any community rules or policies we have. You may also consult an attorney. These documents are binding legal documents when signed. We will not take a particular dwelling off the market until we receive a completed application and any other required information or monies to rent that dwelling. Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties. You are entitled to an original of the Lease Contract after it is fully signed.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Spouse: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of Owner's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

1. Apt. name or dwelling address (street, city): \_\_\_\_\_ Unit # or type: \_\_\_\_\_
2. Person accepting application: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_
3. Person processing application: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_
4. Date that applicant or co-applicant was notified by  telephone,  letter, or  in person of  acceptance or  nonacceptance: \_\_\_\_\_  
(Deadline for applicant and all co-applicants to sign lease is three days after notification of acceptance in person or by telephone, five days if by mail.)
5. Name of person(s) who were notified (at least one applicant must be notified if multiple applicants): \_\_\_\_\_
6. Name of owner's representative who notified above person(s): \_\_\_\_\_

## Supplemental Rental Application for Non-U.S. Citizens

Each co-resident and each occupant over 18 who is not a U.S. citizen

must submit a separate application.

Spouses may submit a joint application.

We are requesting you to fill out this Supplemental Rental Application because you have indicated that you are not a U.S. citizen. We are asking all applicants who are not U.S. citizens to fill out this form. We are committed to compliance with fair housing laws and do not discriminate based on race, color, religion, sex, national origin, handicap or familial status. The purpose of this form is:

1. to give you the option to furnish information about an emergency contact person for you in your home country;
2. to verify that you are lawfully in the United States;
3. to determine whether your right to be in the U.S. expires during your Lease Contract term; and
4. to enable us to better cooperate with government officials in the performance of their duties, when requested.

We don't anticipate sharing this Supplemental Application with anyone except government officials who might inquire about you.

<b>ABOUT YOU</b>	<b>YOUR SPOUSE</b>
Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____	Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____
Country or countries of which you are a citizen (list all): _____	Country or countries of which you are a citizen (list all): _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____
Person in your home country whom we may contact in event of an emergency (optional). Name: _____	Person in your home country whom we may contact in event of an emergency (optional). Name: _____
Relationship: _____	Relationship: _____
Mailing address: _____	Mailing address: _____
Email address: _____	Email address: _____
Phone: _____	Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:
<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____	<input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____
<input type="checkbox"/> Form I-688 Temporary Resident Card (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-688 Temporary Resident Card (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-688A Employment Authorization Card (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-688A Employment Authorization Card (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____	<input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____
<input type="checkbox"/> Form I-94 Arrival-Departure Record _____ (form does not include photo or fingerprint). Expiration date: _____ Form number: _____	<input type="checkbox"/> Form I-94 Arrival-Departure Record _____ (form does not include photo or fingerprint). Expiration date: _____ Form number: _____
<input type="checkbox"/> Other official USCIS document described as follows: _____	<input type="checkbox"/> Other official USCIS document described as follows: _____
<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.	<input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.
If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.	If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.
Country issuing your passport: _____	Country issuing your passport: _____
Your passport number: _____	Your passport number: _____
Expiration date: _____	Expiration date: _____
Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____	If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____
Visa expiration date: _____	Visa expiration date: _____
Please check if you have:	Please check if you have:
<input type="checkbox"/> IRS Form W-7 (ITIN form), as evidence of your right to work in the U.S.	<input type="checkbox"/> IRS Form W-7 (ITIN form), as evidence of your right to work in the U.S.
<input type="checkbox"/> Identification card from country where you're a citizen.	<input type="checkbox"/> Identification card from country where you're a citizen.

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.

Applicant's signature \_\_\_\_\_  
Spouse's signature \_\_\_\_\_  
Date \_\_\_\_\_

Supplemental Rental Application for Units  
Under Government Regulated  
Affordable Housing Programs

Date: \_\_\_\_\_  
(when this Application is filled out)

- SUPPLEMENTAL INFORMATION.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
- EMPLOYMENT UPDATE.** Present employer: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Work Phone: \_\_\_\_\_ Position: \_\_\_\_\_

- HOUSEHOLD COMPOSITION.** List all persons, including yourself, who will be living in your household.

Number of Persons	Full Name	Relationship	Age	Student Status
1 (Head of Household)				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
2				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
3				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
4				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
5				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
6				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A

Does anyone live with you now who is not listed above?  Yes  No. Does anyone plan to live with you in the future who is not listed above?  Yes  No. If you answered "Yes" to any question, please explain: \_\_\_\_\_

Are any of the household members listed above: Foster children?  Yes  No Live-in attendants?  Yes  No

- ANNUAL INCOME.** List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18).

Annual Income Source: <i>Indicate whether anyone in your household receives income from any of the following</i>	Applicant	Co-Applicant	Other Household Members	Total
Salary <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Overtime Pay <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Commissions and Fees <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Tips and Bonuses <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Interest and/or Dividends <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Income from Business <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Rental Income <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Social Security, Pensions, Retirement Funds, etc., Received Periodically <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Support from Parents or Relatives <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Unemployment Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Workers' Compensation, etc. <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Alimony <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Sources of Child Support: • Court-ordered ( <i>regardless if paid</i> ) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
• Voluntary payments <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
• Anticipated payments <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
AFDC/TANF <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No ( <i>explain</i> )	\$	\$	\$	\$
<b>TOTAL</b>				\$

- ASSETS.** List all assets of all adults and persons in your household, including those under the age of 18.

Listing of All Assets	Cash Value	Annual Interest, Dividends or Rent from Assets	Name of Financial Institution or Description of Asset	Account Number
Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
IRA/Keough Account <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Retirement/Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Whole Life Insurance Cash Value <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No ( <i>explain</i> )	\$	\$		

- CERTIFICATION.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept. Do you certify that you have not disposed of any assets for less than fair market value in the last two years preceding the date of this application?  Yes  No

- RECERTIFICATION.** If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the TAA Rental Application.

Applicant

Date of Signing Application

Co-Applicant

Date of Signing Application

## Employment Application

Prospective employer: \_\_\_\_\_

Worksite location: \_\_\_\_\_

Position applying for: \_\_\_\_\_

Application date: \_\_\_\_\_

As an employer, we appreciate your taking the time to fill out this application. It is important that all questions be answered completely and accurately. In filling out this form, if there is insufficient space to complete the answer, please continue on a separate piece of paper. We are an Equal Opportunity Employer, and we comply with applicable federal, state and local laws, regulations and ordinances which prohibit discrimination against qualified applicants and employees. We prohibit any form of workplace harassment.

Please print or write neatly.

### PERSONAL INFORMATION

Full name \_\_\_\_\_  
(Please use complete names rather than initials. Show any nicknames in parentheses.)

Have you ever used another name for work, school or business?  yes  no If yes, please state name(s), dates, and circumstances: \_\_\_\_\_

Are you at least age 18?  yes  no

Present residence address \_\_\_\_\_  
Street Address City State Zip

Permanent address (if any) \_\_\_\_\_  
Street Address or P.O. Box City State Zip

Present work phone (\_\_\_\_\_) \_\_\_\_\_ Home phone (\_\_\_\_\_) \_\_\_\_\_ SS# \_\_\_\_\_

Have you been employed by us before?  yes  no If yes: Dates \_\_\_\_\_ Location \_\_\_\_\_ Supervisor's name \_\_\_\_\_

Reason for leaving  Resigned with notice  Quit without notice  Asked to resign  Terminated  Laid off

Other (Be specific) \_\_\_\_\_

Do you have relatives in our line of business in Texas?  yes  no. If yes, please list them and their employers \_\_\_\_\_

Do you have any relatives currently in our employ?  yes  no. If yes, please list them \_\_\_\_\_ Date you are available to begin work \_\_\_\_\_

Is your availability for work limited to any specific times?  yes  no. If yes, please indicate which hours and days of the week you are unavailable \_\_\_\_\_

Are you willing to work flexible hours, which could include weekends and/or overtime? \_\_\_\_\_

Do you plan to engage in other work while in our employ?  yes  no. If yes, please describe the work, as well as the hours and days of the week involved \_\_\_\_\_

Are you willing to travel?  yes  no. If yes, how much? \_\_\_\_\_

Are you willing to relocate?  yes  no. If yes, what geographical preference? \_\_\_\_\_

What languages (including English) do you speak, read or write proficiently?

Language	Speak	Read	Write
English	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Have you been in the United States military service?  yes  no. If yes, please state branch and dates of service \_\_\_\_\_

Nature of duty or training \_\_\_\_\_

Highest rank held \_\_\_\_\_ Rank at time of discharge \_\_\_\_\_



Personal information, continued from previous page

How were you referred to us?  Advertisement  Friend  Relative  Walk-in  Agency  Other \_\_\_\_\_

Notify in case of emergency: Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ Work phone ( \_\_\_\_\_ ) \_\_\_\_\_ Home phone ( \_\_\_\_\_ ) \_\_\_\_\_

Do you engage in the current illegal use of drugs (for example: marijuana, cocaine, heroin, crack, speed, LSD, etc.)?  yes  no.  
Are you willing to be tested for the current illegal use of drugs?  yes  no.

Have you ever (check all that apply):  been subjected to judicial punishment under the Uniform Code of Military Justice or  been convicted,  pled guilty,  pled no contest/nolo contendere, or received  court-ordered community supervision,  deferred adjudication,  probation,  pretrial diversion or  any other alternative disposition program for any crime (misdemeanors and felonies)? If yes, provide complete information on all criminal offense(s), date(s), location(s) (city and state), the nature of any alternative disposition program and the date(s) of completion. If you have received any alternative disposition for any criminal offense, you MUST disclose it and describe the program. Failure to disclose a criminal conviction, plea or alternative disposition will be considered falsification and will result in your ineligibility for employment. Use additional sheets if necessary.

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

Conviction of a crime is not an automatic bar to consideration for employment, except for specific crimes where employment is prohibited by state or federal laws. Factors such as age at time of conviction, length of time since offense, nature and seriousness of offense, and rehabilitation will be considered.

EDUCATION		Name and location of school	Circle grade completed	Did you graduate?	Degree(s) received or Subject(s) studied
Grade school	_____	_____	1 2 3 4 5 6 7 8	_____	_____
High school	_____	_____	9 10 11 12	_____	_____
College	_____	_____	Circle number of years completed 1 2 3 4 5 6	_____	_____
Trade, business or vocational school	_____	_____	1 2 3 4	_____	_____
Academic honors or awards received _____					

**LICENSES, CERTIFICATIONS AND DEBARMENT** Do you have any professional or vocational licenses (real estate, plumbing, electrician, air conditioning, pest control applicator, etc.) or certifications (such as CAM, CAMT, CAPS, NALP or CPM) that relate to the job for which you are applying?  yes  no. If yes, please describe below.

Type of license or certification	From what city, state agency, or organization	Date issued (if applicable)	License number
_____	_____	_____	_____
_____	_____	_____	_____

Have you ever had a professional or vocational license or certification (if any) denied, revoked, suspended, or curtailed?  yes  no. If yes, please explain \_\_\_\_\_

Have you ever been debarred, excluded or suspended from participation in any program involving payment or reimbursement for services sponsored, conducted or funded by the Federal Government?  yes  no.

Are you presently subject to any proceeding that might result in such debarment, exclusion or suspension?  yes  no.

**OTHER QUALIFICATIONS** Please state any other information about your personal qualities, work skills, or other abilities which would assist us in considering you (including strengths, weaknesses, goals, etc.) \_\_\_\_\_

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

**REFERENCES**

(Do not include relatives or previous employers)

Name	City and State	Phone	Occupation	Years known
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Name of present landlord _____	City _____	Phone _____		
Name of previous landlord _____	City _____	Phone _____		
Name of next previous landlord _____	City _____	Phone _____		

(Limit to landlords in previous 24 months)

**EMPLOYMENT HISTORY**

We routinely contact an applicant's current and previous employers for reference checks. Are you currently employed?  yes  no. May we contact your current employer at this time?  yes  no. If no, please explain \_\_\_\_\_

(Permission to contact your current employer for a reference check will be required before hiring.)

Please attach a copy of any employment recommendation letters which relate to the job for which you are applying.

Please provide below your complete work history (full-time and part-time) for the preceding five employers or past 10 years, whichever is greater. Explain all gaps in employment during this period in the next section. Use additional sheets if necessary to provide complete information.

*Current or last employer*

Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Position and duties \_\_\_\_\_

Salary (beginning) \$ \_\_\_\_\_ (ending) \$ \_\_\_\_\_ Supervisor's name \_\_\_\_\_

Reason for leaving  Resigned with notice  Quit without notice  Asked to resign  Terminated  Laid off

Other (Be specific) \_\_\_\_\_

*Next previous employer*

Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Position and duties \_\_\_\_\_

Salary (beginning) \$ \_\_\_\_\_ (ending) \$ \_\_\_\_\_ Supervisor's name \_\_\_\_\_

Reason for leaving  Resigned with notice  Quit without notice  Asked to resign  Terminated  Laid off

Other (Be specific) \_\_\_\_\_

*Next previous employer*

Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Position and duties \_\_\_\_\_

Salary (beginning) \$ \_\_\_\_\_ (ending) \$ \_\_\_\_\_ Supervisor's name \_\_\_\_\_

Reason for leaving  Resigned with notice  Quit without notice  Asked to resign  Terminated  Laid off

Other (Be specific) \_\_\_\_\_

*Next previous employer*

Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Position and duties \_\_\_\_\_

Salary (beginning) \$ \_\_\_\_\_ (ending) \$ \_\_\_\_\_ Supervisor's name \_\_\_\_\_

Reason for leaving  Resigned with notice  Quit without notice  Asked to resign  Terminated  Laid off

Other (Be specific) \_\_\_\_\_

*Next previous employer*

Name \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Address \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Position and duties \_\_\_\_\_

Salary (beginning) \$ \_\_\_\_\_ (ending) \$ \_\_\_\_\_ Supervisor's name \_\_\_\_\_

Reason for leaving  Resigned with notice  Quit without notice  Asked to resign  Terminated  Laid off

Other (Be specific) \_\_\_\_\_

*Other employment history information*

Please explain all periods of unemployment between the above jobs \_\_\_\_\_

Have you ever been terminated from employment or asked to resign by any employer other than those listed above?  yes  no. If yes, please provide employer(s) location, date and explanation \_\_\_\_\_

**DRIVING RECORD**

Answer the following questions **only** if you are applying for a position which involves driving on the job. Can you safely drive a vehicle?  yes  no. Do you have a valid, unexpired driver's license?  yes  no. If yes, please state your current driver's license number \_\_\_\_\_ Expiration date \_\_\_\_\_ Issuing state \_\_\_\_\_

Has your driver's license been revoked, suspended, denied, or limited during the past five years?  yes  no. If yes, please explain \_\_\_\_\_

List all traffic violations (other than parking tickets) for which you pled guilty, were convicted or pled no contest/nolo contendere during the past five years.

Year	Nature of violation	Location (city and state)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ILLEGAL USE OF DRUGS AND MEDICAL EXAM/QUESTIONNAIRE**

The job you are applying for requires reliable attendance and dependable performance during the contemplated work hours. You may be asked to submit to testing for the current illegal use of drugs before or after any offer of employment is made. If a conditional offer of employment is made, you may be asked to take a medical examination or complete a medical questionnaire.

**NOTE TO APPLICANT:** Complete this page *after* completing the first four pages of the Employment Application.

**AUTHORIZATION  
BY EMPLOYMENT APPLICANT**

Employer's name \_\_\_\_\_ Date \_\_\_\_\_

Applicant's full name \_\_\_\_\_  
(Please use complete names rather than initials. Show any nicknames in parentheses.)

As the Applicant named above, I authorize the Employer and/or its agents to:

1. Obtain verification of any information provided by me in this employment application and in any supplemental questionnaire, exhibit, resumé, or biographical sheet submitted by Applicant;
2. Obtain information regarding my work habits, skills, and conduct from my past and present employers, as well as listed or developed references or institutions;
3. Obtain information from all law enforcement and other governmental agencies, military authorities, and private companies concerning my conduct, including traffic and criminal violations;
4. Obtain information from educational institutions concerning my educational record, conduct, and skills; and
5. Obtain records of my employment, including income history and other information reported by employer(s) to any state employment security agency (e.g., Texas Workforce Commission). Work history information may be used only for purposes of my prospective employment or for the employment purposes of promotion, reassignment or retention as an employee. Authority to obtain such work history information expires 365 days from the date of this application.

I further authorize all institutions, agencies, companies, or persons referred to above, to give the Employer and/or its agents all information requested. I release the Employer, its agents and all other parties from any claims, liabilities, and damages resulting from obtaining or furnishing information. A copy of this authorization and release shall be as valid as the original.

I understand that I may be asked to sign a separate authorization form prior to any testing for the current illegal use of drugs.

I understand that if I receive a conditional offer of employment, I may be asked to sign a separate authorization form prior to any medical examination.

I understand that I will be provided a separate disclosure and authorization form if the Employer elects to obtain consumer reports, including but not limited to criminal, income and work history reports, for employment purposes under the federal Fair Credit Reporting Act.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Applicant's Printed Name

\_\_\_\_\_  
Driver's License Number (or alternative identification)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
State Issuing Driver's License (or alternative identification)

\_\_\_\_\_  
City/State/Zip Code

**NOTE TO APPLICANT:** Review and sign this page *after* completing the first five pages of the Employment Application.

**CERTIFICATION  
BY EMPLOYMENT APPLICANT**

*For purposes of this certification, the term "application" includes this employment application form and any supplemental questionnaire, exhibit, resumé, biographical sheet, or other documents submitted by Applicant.*

I certify that all information given on this application and in any resumé and exhibits submitted to the Employer is true, correct, and complete. I have accounted for all of my work experience, training, and other information requested on this application. I have not withheld any fact or circumstance which is covered by this application.

I understand that any false, misleading, or incomplete information on this application will result in rejection of my application or termination of my employment whenever discovered.

I understand that I may be asked to take job-related written tests and skill tests (if applicable) for the position for which I am applying. If I refuse to be tested, I understand that I will not be further considered for employment.

I understand that I may be required to produce my driver's license or other identification card to verify my identity.

If I am considered for employment, I authorize any inquiry to be made about any information contained in this application. I agree to furnish additional information as may be requested, and I authorize the Employer and agencies or companies of the Employer's choice to investigate all information on this application. I authorize the Employer to use any information obtained during the investigation for all matters relating to my suitability for initial or continued employment. I release the Employer and all other parties from any claims, liabilities, and damages resulting from obtaining or furnishing such information. I understand that I will be provided a separate disclosure and authorization form if the Employer elects to obtain consumer reports, including but not limited to criminal, income and work history reports, for employment purposes under the federal Fair Credit Reporting Act.

I understand that before or after receiving any offer of employment, I may be asked to submit to testing for the current illegal use of drugs by a firm that is chosen and paid for by the Employer. I understand that the reason for such testing is that the Employer endeavors to operate its business in a safe manner for all employees, customers, tenants, visitors, and/or guests. The results of such testing will be communicated to the Employer or its agents. If I refuse to be tested, or if I produce a positive test result for the current illegal use of drugs, I understand that any offer will be withdrawn and that I will not be further considered for employment.

If I receive a conditional offer of employment, I understand that I may be asked to have a medical examination performed by a medical practitioner who is chosen and paid for by the Employer. I further understand I may be asked to complete a medical questionnaire or answer medical inquiries proposed by the Employer. The results of such examinations and/or questions will be communicated to the Employer or its agents. If I refuse to submit to a medical examination or respond to medical questions, I understand that I will not be further considered for employment.

If I am employed, I understand that I will be asked to sign a federal I-9 form and to provide documents verifying my identity and right to work in the U.S.A.

If I am employed, I understand that I must comply with the Employer's rules, procedures, and policies as modified from time to time, including any drug-free workplace policies. I understand that the job being applied for requires reliable attendance and dependable performance during the contemplated working hours. I understand that if I am employed, I may be required to work various shifts and schedules as directed by my supervisor. I understand that any employment is subject to change in wages, conditions, benefits, and operating policies. I understand that if I am employed, such employment will be for an indefinite period and can be terminated at any time by the Employer or myself, without notice and without cause.

I understand that this is an application only and that it does not constitute an offer of employment or an employment contract.

Date \_\_\_\_\_ Applicant's signature \_\_\_\_\_

Applicant's printed name \_\_\_\_\_

*(NOTE TO EMPLOYER: This employment application form is for use only in Texas and only by Texas Apartment Association members. Use by non-TAA members is a violation of federal copyright laws. The "blank" form may not be reproduced by any means. After a blank form is filled in and signed by an applicant for employment, the completed form may be reproduced. Use in other states is at the user's risk in that the form may or may not comply with special laws or requirements, if any, of other states. Employers are advised to keep all applications on file for at least 12 months.)*



**DISCLOSURE AND AUTHORIZATION REGARDING  
FEDERAL FAIR CREDIT REPORTING ACT**

The purpose of this disclosure and authorization is to inform you that a consumer report under the federal Fair Credit Reporting Act may be obtained about you as part of (1) the employer's pre-employment background investigation, and (2) if you are hired, at any time during your employment with the employer for the purposes of evaluating your retention, promotion or reassignment as an employee (collectively "employment purposes"). Failure to authorize the consumer reports will result in ineligibility for employment or termination of employment.

I acknowledge receipt of this disclosure and authorize the employer and its agents to obtain consumer reports on me, including but not limited to criminal record checks, as part of the employer's pre-employment background investigation. If I am hired, this authorization shall remain valid and serve as an ongoing authorization for the employer and its agents to obtain consumer reports on me, including but not limited to criminal record checks, for employment purposes at any time during my employment.

I authorize employer to obtain records of my employment, including income history and other information reported by employer(s) to any state employment security agency (e.g., Texas Workforce Commission). Work history information may be used only for the purposes of my prospective employment or for employment purposes as an employee. Authorization to obtain such work history information expires 365 days from the date of this application.

I release the employer and its agents from any and all claims, damages and liabilities from obtaining and utilizing information about me pursuant to this authorization. This release does not affect my rights under the Fair Credit Reporting Act.

Please acknowledge receipt of this disclosure and authorization for the consumer reports by signing below:

Name of employer \_\_\_\_\_

Signature of applicant/employee \_\_\_\_\_

Printed name of applicant/employee \_\_\_\_\_

Date \_\_\_\_\_

## **EMPLOYER CHECKLIST FOR CONSUMER REPORTS UNDER THE FEDERAL FAIR CREDIT REPORTING ACT**

1. If you as an employer want to obtain a consumer report for employment purposes (including hiring), give the applicant the Fair Credit Reporting Act (FCRA) disclosure and authorization form included with the TAA Employment Application.
2. Obtain the applicant's written authorization for an FCRA consumer report by having the applicant sign the disclosure and authorization form.
3. Once the disclosure and authorization form is signed, you may obtain the consumer report on the applicant.
4. Before taking an adverse employment action (such as rejection of the applicant or termination of an employee) based in whole or in part on information contained in the consumer report, provide the applicant or employee with:
  - Written notice of the potential adverse action
  - A copy of the consumer report
  - A copy of the FTC notice of consumer rights in the proper format (included in the TAA Employment Application packet), and
  - A reasonable opportunity to respond to the consumer report (generally five business days).
5. If an adverse employment action is taken against an applicant or employee based in whole or in part on information contained in the consumer report, provide the applicant or employee with:
  - Verbal, written or electronic notice of the adverse employment action
  - The name, address and telephone number of the consumer reporting agency that furnished the report
  - A statement that the consumer reporting agency did not make the adverse employment decision and is unable to explain the specific reasons for the decision
  - Notice of the applicant's or employee's ability to obtain a free consumer report, and
  - Notice of the applicant's or employee's ability to dispute inaccurate information.
6. If you have questions regarding the requirements for obtaining or using a consumer report for employment purposes, check with the Federal Trade Commission or with the consumer reporting agency from which you will obtain the report before taking any action.

# EMPLOYMENT APPLICATIONS, PRESCREENING, CONSUMER REPORTS, AND CRIMINAL HISTORIES FOR PROSPECTIVE AND EXISTING EMPLOYEES

By Wendy R. Wilson, TAA Legal Counsel and  
James H. Kizziar, Jr., Special Counsel to TAA on Employment Law

## EMPLOYERS ARE AT A SIGNIFICANT RISK OF LIABILITY

■ **Employment law violations.** The exposure of owners and managers to employment-related lawsuits is increasing significantly. An employer in the rental housing industry needs to understand the applicable laws and carefully consider all the tools available to minimize the chance of the employer violating the many state and federal employment laws which can result in high-dollar lawsuits.

■ **Third-party-crime lawsuits.** Employment prescreening is especially important in the multihousing industry because owners are vulnerable to damage lawsuits based on the theory of "negligent hiring" by the employer. Suing employers for negligent hiring is the plaintiff attorneys' most successful method of circumventing the old common law rule that employers normally are not liable for the criminal acts of their employees. Management companies in particular are exposed to lawsuits claiming damages for rapes, murders or child molestations committed by their onsite employees. These cases generally allege that the management failed to exercise due care to detect past criminal history or violent behavior of such employees prior to their employment. The plaintiff attorneys will argue in these lawsuits that the employee's criminal conduct against the injured party could have been avoided if management had exercised diligence and thoroughness in prescreening the employee before hiring.

■ **What options does an employer have?** There appears to be no standard or customary practice in our industry to ferret out criminality, dishonesty, bad attitudes, unreliability, poor work ethics and incompetence. One option appears to be a comprehensive approach to the employment process, coupled with the necessary patience and willingness to conduct pre-employment screening checks. Diligent prescreening (using many of the tools discussed below) could help insulate employers from negligent hiring liability and employment discrimination liability, and raise the quality and performance of all their employees in the long run.

■ **The tools of prevention.** This article covers the more important tools that should be considered: (1) the TAA Employment Application; (2) pre-employment screening services; (3) consumer reports on credit history, rental history, and criminal history; (4) drug-testing; (5) post-job offer medical examination and/or medical questionnaire; (6) written integrity tests; (7) DPS conviction histories; (8) DPS arrest/conviction histories; and (9) FBI nationwide criminal histories.

## EMPLOYMENT LAWS: ADA, FCRA, AND MANY OTHERS

■ **ADA.** The "Americans with Disabilities Act" (ADA), which went into effect on July 26, 1992, prohibits employers who are covered by the Act from discriminating on the basis of an applicant's or employee's *disability*. The ADA also requires covered employers to "reasonably accommodate" such disability conditions, and it restricts health and medical inquiries by covered employers.

Generally, employers are covered by such employment-discrimination laws if they have 15 or more employees. The number of employees for purposes of determining whether an employer is covered by these laws is calculated by combining individuals employed both full-time and part-time in all of the employer's facilities or in companies under common ownership or management control. The phrase "covered employer" in this article means an employer who is subject to the particular law being discussed.

■ **Other employment discrimination laws.** For many years prior to ADA, federal employment discrimination laws (Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967) have prohibited *employers with 15 or more employees* (20 or more employees for age discrimination claims) from discriminating against qualified applicants for employment because of their *race, color, religion, creed, sex, national origin, or age*. Another federal law, the Uniformed Services Employment and

Reemployment Rights Act prohibits *any employer* from denying applicants employment because of continuing military service obligations such as reserves or national guard. Also, since 1983, Chapter 21 of the Texas Labor Code (formerly known as the Texas Commission on Human Rights Act) has prohibited employment discrimination by *employers with 15 or more employees* based on physical or mental disabilities of the applicant, as well as any discrimination on the basis of race, color, religion, creed, sex, national origin, or age. Additionally, in Austin and Fort Worth, *employers with 15 or more employees* are prohibited by city ordinance from discriminating against qualified applicants because of sexual preference.

■ **FCRA.** The Federal Fair Credit Reporting Act (FCRA), as amended, imposes very specific duties on all employers who use a consumer report (CR) issued by a consumer reporting agency (CRA) for employment purposes--including reports from employment prescreening services. Under the statute, the term "consumer report" includes credit history reports, rental history reports, motor vehicle/driving record history, and criminal record reports issued by a CRA. It makes no difference how many persons the employer employs or whether the report is on a prospective employee or existing employee. Those FCRA duties are discussed in detail later in this article.

■ **I-9 compliance is necessary.** Under the Immigration Reform and Control Act of 1986 (IRCA), every individual employed in the United States must complete a federal I-9 form within 72 hours after commencement of employment. This law also prohibits employers from requiring applicants to pre-certify their citizenship or lawful alien status before hiring. The certification page of the TAA Employment Application form notifies applicants of this I-9 requirement. Employers must also sign the I-9 form and retain it for three years from date of hire or one year from final date of employment, whichever is longer. Failure to complete I-9 forms can result in substantial civil and criminal penalties. All employers must comply with this statute, regardless of the number of individuals they employ.

■ **Comprehensive hiring practices: A wise investment.** Since liability risks for employers often emanate from lack of knowledge or negligent conduct of employees, and since productivity and profitability are directly related to the quality and ability of employees, spending ample time, money and care in the employment process could be a wise investment.

## EMPLOYMENT SCREENING TOOLS

■ **The TAA Employment Application.** An employer whose staff has access to the keys to a resident's dwelling has great exposure for a lawsuit based on negligent hiring if an employee commits a crime against anyone inside the dwelling, and if the employer did not have the employee complete a *thorough application form* when the employee was hired. The employer should use an application form which does not violate federal, state or local employment laws. The TAA Employment Application form has been prepared by TAA general counsel and by special labor law consultants to TAA with that purpose in mind, and it is available to all TAA members.

The TAA Employment Application is not intended to be an employment offer or employment contract, and it so states in the application certification. The application also contemplates that any employment relationship will be "at will" and may be terminated by the employer or employee at any time without requirement of notice or cause by either party. Employers are cautioned, however, that such employment-at-will status does not relieve them from complying with other federal, state and local employment laws, such as employment-discrimination statutes.

Employers of less than 15 employees should consider using an additional tool, i.e., the TAA Supplemental Questionnaire for Employment Application that is available from your local apartment association. The reason for using it is that small employers may lawfully ask questions



about existing health conditions that large employers are prohibited from asking about under ADA and other employment statutes. (See TAA REDBOOK.)

■ **Pre-employment screening firms.** Conducting a pre-employment investigation may sound as if you are hiring an expensive private detective agency, but it is not. Pre-employment screening firms are located in all major Texas cities, and they will conduct considerable research on a prospective employee's background for a minimal fee of about \$100-to-\$125, with a two-day turnaround.

A form included with the TAA Employment Application gives an employer (and, thereby, these firms) permission to obtain employment records, including income history and other information, reported by employers to any state employment security agency (such as the Texas Workforce Commission). Authority to obtain such work history information expires 365 days from the date of the authorization.

These firms can research and report on a number of items such as:

- *Previous work experience.* They can confirm the applicant's prior employment by calling previous employers listed on the employment application. They can ask about the applicant's work skills and speed, honesty, work ethics, punctuality, absenteeism, ability to get along with others and ability to do the job.
- *Credit record.* They can usually provide consumer reports from two consumer reporting agencies. The consumer reports should show the applicant's track record for timely bill payment. You can get credit history for more than the past seven years if the salary for the position to be filled is more than \$20,000 per year.
- *Public records.* They can provide information about the applicant's bankruptcies, foreclosures and unpaid judgments if recorded in the county abstract-of-judgment files. Consumer reporting agency information may not encompass all information desired by employers.
- *Driving record.* When driving is a part of job duties, employers can obtain the prospective employee's complete traffic ticket record for the previous three years from the Texas Department of Public Safety.
- *Rental history and references.* They can contact the owners or managers of the applicant's current and former residences and can obtain a rental history check from a consumer reporting agency. They can check all references given by the applicant.
- *Criminal history.* They can furnish a limited amount of criminal history information, including a Texas Department of Public Safety history of Texas criminal convictions, if any, for the applicant.

■ **Drug testing.** The TAA Employment Application asks whether the applicant engages in the current illegal use of drugs and whether he or she would be willing to be tested for such substances. Under the ADA and Chapter 21 of the Texas Labor Code, an employer may inquire about and test for current illegal use of drugs--either before or after making a job offer. However, where an applicant has ceased using drugs and has completed or is presently engaged in a rehabilitation program, the applicant may be regarded as having a disability under both ADA and Chapter 21 of the Texas Labor Code. Therefore, covered employers should not ask about *past* (as opposed to *current*) drug use at any time. Employers are *not* required to conduct drug testing.

Current federal and Texas employment laws do not prohibit drug testing by private employers or require specific drug testing procedures. However, legal requirements in this area may change rapidly and employers should keep abreast of any changes regarding limitations and procedures for drug testing in the future. Employers should never conduct drug testing without first adopting a "drug-free workplace policy," distributing it to all employees, giving a copy of it to the job applicant you want tested, and obtaining the applicant's or employee's written consent for drug testing. See the article on drug policies in the TAA REDBOOK.

■ **Alcoholism is not subject to inquiry.** Alcoholism is not a disability under Chapter 21 of the Texas Labor Code. However, alcoholism *may be*

a disability under the ADA; therefore, a covered employer should not inquire about an applicant's alcoholism--at any time. However, a covered employer can require that all employees comply with its rules on alcohol use and on-the-job intoxication. Employers can also test employees for the presence of alcohol in their body *if* the employer has a testing policy, a reasonable suspicion of alcohol use, and obtains the written consent of the applicant or employee to the test.

■ **Medical and health questions are limited--for employers of 15 or more.** The ADA prohibits covered employers from asking about an applicant's health, physical condition, disabilities or injuries, on the employment application, in job interviews and in discussions with prior employers and other references. The regulations implementing the ADA expressly prohibit employers from inquiring about an applicant's prior workers' compensation claims. An employer is allowed to ask about medical and health-related matters relating to past workers' compensation claims *after* a job offer has been made--but *before* the employee begins work. Questions of this nature should be asked of every individual in the same job category to whom a job offer has been made.

■ **Physical examinations are permitted for all employers.** Under Chapter 21 of the Texas Labor Code and the ADA, employers may only use the results of medical examinations as they relate to the position sought by the applicant. For covered employers, the ADA permits medical examinations *subject to additional restrictions*. Such medical examinations may be given: (i) only after a conditional job offer has been given to the applicant; (ii) only if all other persons being hired for the same position are required to submit to similar medical exams; (iii) with the requirement that the results of such medical exams cannot be used to discriminate against applicants in violation of the ADA or Chapter 21 of the Texas Labor Code; (iv) with the requirement that the results of such medical exams *must* be treated as confidential medical records and maintained apart from the individual's employment application or personnel record; and (v) with the requirement that disabilities disclosed by a medical examination are subject to the "reasonable accommodation" requirements outlined as follows.

■ **Reasonable accommodation is required for employers of 15 or more.** If a person is the most qualified applicant for the job and if the applicant's disability is apparent, voluntarily disclosed or revealed by a post-employment-offer medical examination, employers covered by the ADA or Chapter 21 of the Texas Labor Code are obligated to "reasonably accommodate" that disability if necessary to permit the applicant to perform the "essential functions of the job" unless the accommodation would constitute an "undue hardship" on the employer. Examples of types of "reasonable accommodation" include but are not limited to: making existing facilities readily accessible and usable by employees with disabilities; changing job duties and creating part-time or modified work schedules; reassignment of the employee to a vacant position; acquiring or modifying equipment or devices (e.g. back support belts for lifting); modifying employer tests, employer policies, employee training materials and employee training; and extensions of leaves of absence to allow employees with disabilities to return to work. "Undue hardship" involves: the degree of difficulty and expense of the accommodation; the employer's financial resources; the total number of employees; the type, size and location of the business; the impact of the accommodation on operations and the ability of other employees to perform their duties; and a number of other factors.

■ **Licenses and certifications are helpful.** The suspension, curtailment or revocation of an applicant's job-related license may also be considered, subject to consideration of the dates and circumstances of such adverse actions. Government licenses can usually be verified by a phone call or written request to the licensing agency.

■ **Employment and personal references are important.** Checking with prior employers, prior landlords and references before hiring is very important in avoiding "negligent hiring" lawsuits against the employer. Such lawsuits can arise when: (1) an employer fails to sufficiently investigate an applicant's qualifications and suitability for a position; (2) the applicant is hired; and (3) the applicant subsequently causes injury to a co-worker, resident, guest or customer which might have been avoided if the

employer had conducted proper pre-employment screening. In checking the applicant's references (including prior employers), an employer should obtain the written authorization of the applicant, limit questions to job-related factors and keep information from such references confidential.

■ **Motor vehicle driving records are obtainable.** Questions on driving record should only be asked of applicants whose job duties will include driving. Consideration of the driving record of job applicants who are not expected to drive on the job (as opposed to commuting to and from work) is not recommended. Employers should obtain written authorization from an applicant to check his or her driving record. A form with the TAA Employment Application contains the necessary authorization. Driving records can be checked directly with the Texas Department of Public Safety or indirectly through pre-employment screening firms.

■ **Skill testing is allowed.** The Texas Workforce Commission and private employment agencies will test prospective employees for secretarial skills, math, language skills and personality traits. The CAM, CAPS, CAMT and NALP designations by the National Apartment Association also are indicators of technical ability and training. The employer should consider calling the applicant's previous employers to ask about the applicant's abilities, skills and performance.

■ **Certification of accurate and complete information is needed.** The "certification" page of the TAA Employment Application confirms that all of the information submitted by the applicant on the application, exhibits, supplemental questionnaires and resumés is true, correct and complete. Applicants may be rejected for employment if they falsify or omit job-related information that is requested on the Application or if the exhibits or other attachments submitted by them in conjunction with the Application are false or incorrect. The certification and authorization pages of the Application are essential to provide the necessary consent for the employer to confirm information and make inquiries on job-related factors regarding the individual's abilities and suitability for employment.

## THE FCRA AND "CRA" CONSUMER REPORTS

The federal Fair Credit Reporting Act (FCRA) is the latest statute which must be followed regarding existing and prospective employees. The FCRA, as amended, imposes very specific duties on all employers who use a consumer report (CR) issued by a consumer reporting agency (CRA) for employment purposes--including reports from employment prescreening services. Under the statute, the term "consumer report" includes credit history reports, rental history reports, and criminal record reports issued by a CRA. It makes no difference how many persons the employer employs or whether the CR is on a prospective employee or existing employee.

■ **Before ordering.** Before ordering a CR from a CRA for possible use in granting or denying employment, or taking other adverse employment actions, the employer must do two things:

- disclose to the applicant in a conspicuous written document, consisting solely of the disclosure, that a CR may be obtained (*suggested form included with the TAA Employment Application*); and
- obtain written authorization from the applicant, authorizing the employer to order a CR (*suggested language included on a form with the TAA Employment Application*).

The FCRA does not prohibit an employer from rejecting an applicant or terminating an employee who refuses to authorize a CR or who refuses to acknowledge receiving the required employer disclosure.

■ **Before taking an adverse action.** Before an employer can take an "adverse employment action" against an applicant or employee (such as denial of employment or termination of employment) based *in whole or in part* on information in a CR from a CRA, an employer must first provide the applicant with:

- written notice of the potential adverse action;
- a copy of the CR;
- a written description of his or her federal rights under the FCRA in the form required by the Federal Trade Commission (FTC); and
- a reasonable opportunity (usually five business days) to respond to the CR.

Included with each packet of TAA Employment Application forms are two pages containing the federal rights notice required by the FTC. Those pages should be reproduced by the rental housing owner or manager for use as necessary. The notice of rights must comply with FTC requirements and must be issued as a separate document on standard 8½" x 11" paper, using standard 12 point type (8 point type for the chart of federal agencies) and using bold or capital letters where indicated.

■ **When taking an adverse action.** When an employer takes an "adverse employment action" against an applicant or employee based *in whole or in part* on information contained in a CR from a CRA, the employer must provide the applicant or employee with:

- a verbal, written or electronic notice of the adverse action;
- the name, address and telephone number of the consumer reporting agency that furnished the CR;
- a statement that the consumer agency did not make the decision to take the adverse employment action and is unable to explain the specific reasons for the decision; and
- a notice of the applicant's or employee's ability to obtain a free copy of the CR and to dispute inaccurate information in the CR.

■ **The "FACT Act" and internal workplace misconduct investigations.** The Fair and Accurate Credit Transactions Act (the "FACT Act"), which went into effect on March 31, 2004, eliminates most of the requirements of the FCRA in connection with investigations into *work-place misconduct* conducted by third parties. Specifically, employers are not required to provide notice and consent to an employee before undertaking an investigation. Further, there is no notification process required before taking adverse action based upon the investigation, other than providing a "summary" of the "nature and substance" of the results of the investigation to the individual after completion of the investigation. While the statute provides no guidance as to what a "summary" of the "nature and substance" of the investigation encompasses, the amendment specifically provides that the sources of information need not be disclosed in the summary.

The FACT Act's exemption applies to any employer investigation of: (1) possible misconduct relating to employment; (2) compliance with federal, state or local laws or regulations; (3) compliance with the rules of a self-regulatory organization; or (4) compliance with any pre-existing written policies of the employer.

This exemption for misconduct investigations does not apply in the case of any report "made for the purposes of investigating an [applicant's or employee's] credit worthiness, credit standing or credit capacity."

The FACT Act also imposes an affirmative duty on the employer to keep any report confidential. Specifically, the report may only be disclosed to: (1) the employer; (2) federal, state or local governmental agencies; (3) any organization with regulatory authority over the employer; and (4) as otherwise required by law.

## CRIMINAL HISTORY REPORTS

■ **Requiring employees to disclose criminal history information is lawful.** An employer may legally ask about criminal history information on an employment application and may require a prospective employee, as

a condition of employment, to authorize or obtain criminal history reports on himself or herself. The employer may want to require criminal history reports from local police departments and from the Department of Public Safety (DPS) because: (1) local police and sheriffs often fail to report local *arrests* to the DPS; and (2) local county and district clerks often fail to report *convictions* to the DPS. Criminal convictions should not be an *automatic* bar to consideration for employment--although rejection for crimes of violence (for example, rape, molestation, murder, arson, and kidnapping) is usually a justifiable action by employers.

An employer may hire an applicant subject to the condition that either: (1) the applicant's complete DPS criminal history report does not differ from what the applicant stated on the employment application; or (2) any additional, undisclosed criminal history on the report must be acceptable to the employer. Hiring under these conditions could mean the new employee would be working for you two or three weeks before you received the DPS report. If the employee has falsified or omitted his criminal record on an employment application, the employer can refuse to hire him or can fire him, and the dismissal should not affect the employer's unemployment insurance rate.

In determining whether a criminal conviction makes an applicant unsuitable for the position for which the applicant has applied, employers should take into account the nature and date of the conviction, the relationship of the crime to the duties of the position sought and the applicant's work record with other employers since the conviction.

■ **DPS "conviction" history reports are available on anyone--without their prior consent.** A Texas statute (Section 411.135 of the Texas Government Code) allows public access to *convictions for both Class A and B misdemeanors as well as felonies* that have been committed anywhere in Texas by a person during that person's entire lifetime. Prior consent of the person being checked on is not necessary. There is no seven-year limitation as there is in criminal history reports furnished by a credit reporting agency (CRA) regarding the reporting of Class A and B misdemeanors. The DPS records are not subject to the geographical limitation that exists (as a practical matter) in CRA criminal history reports since criminal history information from CRAs is generally limited to the criminal records of large cities or large counties. The new statute does *not* give the public access to *arrest* records, except for arrest information that relates to the conviction or grant of deferred adjudication.

The statute allows access to both Class A and B misdemeanor and felony criminal *convictions* obtained by a city prosecutor, county attorney or district attorney in Texas for a person's entire lifetime. A "conviction history" under this statute will include disclosure of deferred adjudications. It is possible that the DPS computers will not have every single conviction, since the DPS relies on local prosecutors to send in the conviction information and sometimes they fail to do so. The statute does not cover federal convictions, military tribunal convictions or convictions from other states.

The cost for obtaining a DPS conviction history report is \$10 for a written inquiry and \$3 for online searches, plus a nominal convenience fee. You can access these records online at <http://records.txdps.state.tx.us> or at [www.txdps.state.tx.us](http://www.txdps.state.tx.us). The form for a written inquiry is in the TAA REDBOOK.

■ **DPS "arrest/conviction" history reports (based on applicant's fingerprints) are available, with prior consent.** The Texas Public Information Act (formerly the Texas Open Records Act), Section 552.023 of the Texas Government Code in the TAA REDBOOK, entitles a person to obtain any confidential information on himself or herself that the state or local governments possess in their files. This covers the Texas Department of Public Safety as well as all local police departments and sheriffs' offices. The information includes all arrests, convictions, paroles and probations for both misdemeanors and felonies occurring in Texas, regardless of when they occurred. In responding to an individual's request for his own criminal history record, the DPS will not check other states for the person's criminal history; therefore, the DPS criminal history reports seldom contain information from other states.

The DPS will only give out information under the Public Information Act if the application is submitted with a set of the applicant's fingerprints.

There is a two-to-three week turnaround because of the necessity to compare the fingerprints. The applicant can request a DPS report by mail. The DPS has published instructions for obtaining a criminal history. At the time this article was written, there was a \$15 fee for issuing a criminal history report to an individual requesting a report on himself. TAA has prepared a form to request the above-mentioned report. That form, along with the DPS instructions, is in the TAA REDBOOK. DPS representatives have stated that the TAA form is acceptable.

Job applicants with criminal histories often refuse when asked to complete the form for a DPS report. If the applicant knows he or she must ultimately provide the employer with a written DPS report of the applicant's criminal history as a condition of being hired, and if he or she believes that the criminal record is likely to be unacceptable to the employer, the applicant may not pursue the job further.

If your local police or sheriff's department will not cooperate in fingerprinting an applicant, refer them to Section 80.001 of the Texas Human Resources Code (in the TAA REDBOOK) which requires law enforcement agencies to cooperate with the public in making fingerprints. Some local law enforcement authorities have stated that a citizen asking to be fingerprinted must furnish his own DPS-approved fingerprint card. However, according to the DPS instructions, all local police and sheriffs' departments have been supplied with the DPS-approved cards. You may need to show them this article, the excerpt from the Texas Public Information Act (see the TAA REDBOOK) and the DPS instructions for obtaining one's own criminal history (see the TAA REDBOOK). Incidentally, local police departments commonly make fingerprints on request since many people must be fingerprinted to obtain state licenses. Some law enforcement offices often conduct this kind of fingerprinting only on specified days. The local police or sheriff's office has a right to charge up to \$10 for fingerprinting (See Section 80.001 of the Texas Human Resources Code in the TAA REDBOOK).

■ **FBI criminal history "identification" checks are available on anyone--nationwide--with consent.** The procedure for obtaining an FBI nationwide criminal history record for a prospective or existing employee is as follows:

- The prospective or existing employee must send a letter to the FBI requesting an FBI Identification Division check on himself or herself. A sample letter is included in the TAA REDBOOK. This letter must contain a fingerprint card with the person's name, address, fingerprint and date of birth on the card. The local police station will perform the fingerprinting for a minimal fee; or the fingerprinting can be done by a passport company or anyone else familiar with correct fingerprinting procedures--provided that a law enforcement fingerprinting card is used. The letter must also include a certified check or money order in the amount of \$18 payable to the U.S. Treasury. The federal regulations governing these requests are 28 C.F.R. §§ 16.30 - 16.36.
- The letter should be sent to: FBI, CJIS Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306. Turnaround takes about four weeks.

#### CAVEATS

■ **Learn from other sources.** All employers should carefully read all articles about the subject of employee prescreening in TAA magazines and newsletters. Employers or their representatives should attend special employment law seminars whenever possible to make sure they are complying with state and federal laws on this subject.

■ **Consult your attorney.** The statutes, regulations and case law regarding employment change from time to time. Employers are encouraged to consult with their own attorney regarding legal requirements in their location at the time the Employment Application is to be used. TAA assumes no responsibility for the employment decisions of any TAA member. All such employment decisions are the sole right and responsibility of the member. The TAA Employment Application and this summary are not intended to constitute legal advice or a recommendation regarding any particular applicant or pre-employment procedure.

*Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.*

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance or employment--or to take another adverse action against you--must tell you, and must give you the name, address, and phone number of the agency that provided the information.
  
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.
  
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
  
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
  
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverified information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
  
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need--usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688) or online at [www.optoutprescreen.com](http://www.optoutprescreen.com).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditor and other not listed below	Federal Trade Commission Consumer Response Center--FCRA 600 Pennsylvania Ave., NW Washington, DC 20580 Tel: (877) 382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 Tel: (800) 613-6743
Federal Reserve System member banks (except national banks and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 Tel: (202) 452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 Tel: (800) 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 Tel: (703) 519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Ave., Ste. 100 Kansas City, MO 64108-2638 Tel: (877) 275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 Tel: (202) 366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator--GIPSA Washington, DC 20250 Tel: (202) 720-7051