

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: June 10, 2009
(when this Amendment is filled out)

1. **PURPOSE OF AMENDMENT.** This is an Amendment to the Lease Contract dated the 10th day of June, 2009 (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)

