

RESIDENTIAL LEASE AGREEMENT

1. **PARTIES.** This agreement is made by and between DOOLEY PROPERTIES LLC aka Owner, Manager, Property Manager or Landlord, hereinafter "MANAGER" and _____; TENANT and _____, TENANT, herein after "TENANT/S", with the **TENANT/S AGREEING TO AND BEING JOINTLY AND SEVERALLY LIABLE.** THE MANAGER AND TENANT/S THEREFORE AGREE TO THE FOLLOWING TERMS AND CONDITIONS OF THE LEASE AGREEMENT AS SET FORTH HEREIN.

2. **PREMISES.** The PREMISES hereby leased by TENANT/S from MANAGER is described as follows:
ADDRESS/STREET: _____
CITY/STATE/ZIP: _____
Lot: ____; Block: ____; Section: ____; in the Addition of _____; _____, _____ County, TEXAS hereinafter called "PREMISES".

3. **LEASE TERM and TYPE.**
[] One (1) year full monthly rate with renewal option _____
[x] Two (2) year discounted monthly rate with reparations¹ _____ & _____
[] Other Special Offer with reparations¹ _____

¹**Explanation of Reparations:** If you fail to fulfill the full term of the lease you will owe reparations, the payment of the difference between the full monthly rate and the discounted monthly rate and/or Special Offer.

THE LEASE SHALL BEGIN ON _____ AND END ON _____ AT MIDNIGHT.

4. **AUTOMATIC RENEWAL AND NOTICE OF TERMINATION.** NO AUTOMATIC RENEWAL OR MONTH TO MONTH BASIS. THE LEASE SHALL TERMINATE AT MIDNIGHT ON THE LAST DAY OF THE LEASE PERIOD. THEREAFTER, THE HOLDOVER PROVISION CONTAINED IN "HOLDOVER" PARAGRAPH 25 HEREIN SHALL APPLY.

TENANT/S IS REQUIRED TO GIVE MANAGER SIXTY (60) DAYS WRITTEN NOTICE OF TENANT/S INTENT TO VACATE, FAILURE TO DO SO SHALL BE CAUSE FOR TENANT/S TO FORFEIT THE SECURITY DEPOSIT AND PAY TO MANAGER ONE MONTH'S RENT AS LIQUIDATED DAMAGES.

VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES.

5. **USE OF PREMISES.** THE PREMISES WILL BE OCCUPIED AND USED SOLELY AS A SINGLE FAMILY DWELLING BY TENANT/S AND NO ONE ELSE EXCEPT: THE LEGAL OR WARD CHILDREN OF TENANT/S UNDER THE AGE OF 18 YEARS OF AGE AND HEREIN (BELOW) ENUMERATED AND DEFINED. CHILDREN 18 YEARS OF AGE OR OLDER AT THE TIME OF APPLICATION, LEASE SIGNING OR UPON THE TURNING OF 18 YEARS OF AGE AND/OR ANY OTHER ADDITIONAL OCCUPANT WHO IS 18 YEARS OF AGE OR OLDER AND PLANS TO RESIDE ON THE PREMISE MUST APPLY, BE SCREENED AND BE ACCEPTED BY THE MANAGER PRIOR TO ANY OCCUPANCY OR IN THE CASE OF A CHILD (LEGAL OR WARD) ALREADY LIVING ON THE PREMISE AND ENUMERATED AND DEFINED BELOW AND TURNING 18 YEARS OF AGE THEN SAME SHALL BE REQUIRED PRIOR TO ANY CONTINUED OCCUPANCY. THERE IS NO GUARANTEE OF ACCEPTANCE. UPON ACCEPTANCE AN ADDITIONAL OCCUPANT AGREEMENT WILL BE REQUIRED.

NO BUSINESS USE OF ANY KIND OR OF ANY NATURE SHALL BE CONDUCTED FROM THE PREMISES AT ANY TIME OR FOR ANY REASON.

CHILDREN OF TENANT/S UNDER 18 YEARS OF AGE AND LIVING ON THE PREMISE ARE SET FORTH BELOW.

NONE

6. **PERSONAL PROPERTY.** The following items are included with the PREMISES:

- BLACK RANGE, MICROWAVE, DISHWASHER & REFRIGERATOR
- WHITE WASHER & DRYER
- CEILINGS FANS (LIVING AND MASTER BEDROOM)

7. **DELIVERY OF POSSESSION.** Possession of the PREMISES shall be delivered to TENANT/S on the commencement date unless a prior TENANT/S of the PREMISES should hold over without MANAGER'S permission or delivery of possession is delayed due to construction, repairs, or cleaning, in which event MANAGER shall not be liable to TENANT/S for such delay, and this Lease shall remain in effect subject to the following terms: (a) rent shall be abated on a daily basis during such delay, and (b) should the delay exceed 60 days after the commencement date, TENANT/S may terminate this Lease by giving written notice to MANAGER of such termination and MANAGER shall immediately refund to TENANT/S any deposits and/or rentals paid and neither party shall thereafter have any further obligations to the other pursuant to this Lease. Minor maintenance, cleaning or repairs to be performed on commencement date shall not prevent delivery of possession to TENANT/S.

8. **RENT.** TENANT/S will pay _____ per month as rent without demand, delay, deduction or offset by US Mail allowing sufficient time for the rent payment to arrive at the address specified herein (or such other place as MANAGER may approve or designate from time to time, in writing) with payment arriving on or before the **FIRST** (1st) day of each calendar month **WITHOUT A GRACE PERIOD.** Time is of the essence for the payment of the rent and strict compliance with rental due date is required. If the commencement date is not the first day of a calendar month, the prorated rent from commencement date to the first day of the next month is _____ and is payable immediately. TENANT/S will pay in addition to the rent any and all fees (including key deposits) for the use of any common area facilities (such as pools and/or tennis courts, etc.). IF RENT IS NOT TIMELY PAID, MANAGER AT MANAGER'S DISCRETION, MAY POST A 3-DAY NOTICE TO VACATE FOR NON-PAYMENT OF RENT and TENANT/S WILL THEN INCUR AND BE RESPONSIBLE FOR THE PAYMENT OF THE PAST DUE RENT PLUS A LATE CHARGE OF \$ 35.00 PLUS ONGOING DAILY LATE CHARGES OF \$ 15.00 PER DAY WHICH WILL CONTINUE TO ACCRUE UNTIL THE RENT AND ALL CHARGES ARE PAID IN FULL and IF TENANT/S WERE POSTED WITH A 3-DAY NOTICE TO VACATE, THEN IN ADDITION TO THE LATE CHARGES, TENANT/S WILL ALSO OWE AN ADDITIONAL EVICTION POSTING CHARGE OF \$ 75.00. MANAGER, AT MANAGER'S OPTION, WILL FILE WITH THE COURT FOR EVICTION ON THE 3rd DAY FOLLOWING THE POSTING OF THE NOTICE TO VACATE UNLESS ALL RENT AND ALL CHARGES HAVE BEEN PAID IN FULL OR OTHER ARRANGEMENTS FOR PAYMENT HAVE BEEN MADE (any waiver of any charge/s under this paragraph will not affect or diminish any other right or remedy MANAGER may have and/or exercise against TENANT/S for TENANT/S failure to timely pay the rent, including but not limited to, eviction proceedings against TENANT/S

and/or the reporting of late payments to the appropriate consumer reporting agencies, Tenant screening agencies or to any future Landlord inquires).

PLACE FOR PAYMENT OF RENT BY US MAIL.

RENT INCREASE.

- ON THE ANNIVERSARY DATE OF THE LEASE BEGINNING YEAR 2 THE RATE WILL BE _____**
- ON THE ANNIVERSARY DATE OF THE LEASE OR ANY RENEWAL THEREOF BY _____% (rounded up to the next whole dollar).**

REPARATION RATE. If this lease has a discounted monthly rate and/or was given a special rate reduction and/or incentive (as specified in paragraph 3 above, **LEASE TERM and TYPE**) the TENANT/S herewith then acknowledge and affirm that the discounted monthly rate and/or special rate reduction and/or incentive was given to TENANT/S based upon the reliance of TENANT/S covenant and agreement to the strict compliance with the lease term be it one (1) year or two (2) years. Should TENANT/S fail to fulfill the complete and full term of the lease, then the rate shall revert as a matter of the TENANT/S default to the one (1) year rate a/k/a the "Reparation" rate of _____ with such rate being applied from the beginning (ab initio) of the lease to the end of the contractual lease period with the difference between what has been received from TENANT/S and what would have been due from TENANT/S under the Reparation rate being calculated and immediately due and payable to MANAGER without demand or offset. In the case of a special rate reduction and/or incentive then that special rate reduction and/or incentive is automatically rescinded (annulled) with the full amount of any special rate reduction and/or incentive given to TENANT/S being calculated and immediately repayable and due to MANGER without demand, deduction or offset and the lease automatically reverting to the FULL one year rate.

RETURNED CHECKS. TENANT/S agrees to pay a \$50.00 charge for each returned check. Late fees (initial and daily) shall accrue, as if no rent had been paid, until such time as the returned check is made good and all charges incurred are paid in full. ALL returned checks plus any additional charges are required to be paid in certified funds (any waiver of charges under this paragraph will not affect or diminish any other right or remedy MANAGER may have and/or exercise against TENANT/S for TENANT/S failure to timely pay the rent with good funds, including but not limited to, eviction proceedings against TENANT/S and the reporting of returned checks and late payments to the appropriate consumer reporting agencies and/or authorities and/or any future MANAGER).

APPLICATION FUNDS. ASIDE FROM ANY NOTATIONS ON THE CHECK, ALL PAYMENTS BY TENANT/S SHALL BE APPLIED IN THE FOLLOWING ORDER... FIRST TO LATE CHARGES, IF ANY, AND THEN TO NON-RENT ITEMS (i.e., RETURNED CHECK CHARGES, REPAIR DEDUCTIBLES, REPAIRS AND/OR DAMAGES, COST OF COURT, ATTORNEY FEES, COLLECTION FEES, BROKERAGE FEES, ADVERTISING, UTILITIES, INTEREST, ETC.) AND THEN TO RENT IN ARREARS AND THEN TO THE CURRENT RENT DUE. All amounts past due thirty (30) days shall earn interest, compounded, at the then current highest rate allowed by law.

METHOD OF PAYMENT. Good Funds payable by one (1) check in United States currency. MANAGER may require (at any time and or for any reason) without notice that all sums due hereunder be paid by wire transfer, certified check, money order, cashier's check or any other means acceptable to the MANAGER.

RIGHT OF POSSESSION AND MANAGER'S OBLIGATION. TENANT/S and MANAGER agree that all rights of the TENANT/S and all duties and obligations of the MANAGER under this Lease are completely conditioned upon the TENANT/S COVENANT of prompt and timely payment of the rent in full and on time without demand, deduction or offset and the strict compliance with the terms of this lease agreement and the MANAGER Policies and Procedures. TENANT/S right of possession and all of MANAGER'S obligations are expressly conditioned upon such covenant and the use of the PREMISES by the TENANT/S is completely and absolutely conditioned upon such covenant.

9. **SECURITY DEPOSIT.** TENANT/S agrees the security deposit shall be the total sum of _____ payable in cash or certified funds at the signing of this Lease. The rights and obligations of the parties hereto regarding the security deposit and refund thereof are described below in paragraphs A and B.

A. REFUND. Refund of the security deposit by MANAGER shall be conditioned upon the following:

- 01) **THE FULL AND COMPLETE TERM OF THE LEASE OR ANY EXTENSION OR MODIFICATION THEREOF MUST BE ENDED AND TENANT/S MUST HAVE FULFILLED ALL OBLIGATIONS OF TENANT/S UNDER THE TERMS OF THE LEASE, and**
- 02) **TENANT/S MUST HAVE DELIVERED TO MANAGER AT LEAST SIXTY (60) DAYS PRIOR TO THE TERMINATION DATE OF THE LEASE OR ANY EXTENSION OR MODIFICATION THEREOF WRITTEN NOTICE OF TENANT/S INTENTION TO VACATE THE PREMISES AT THE END OF LEASE TERM OR ANY EXTENSION THEREOF. VERBAL MOVE-OUT NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCE, and**
- 03) **TENANT/S MUST VACATE THE PREMISES ON OR BEFORE THE LEASE END DATE OR DATE STATED IN TENANTS NOTICE TO VACATE AND NOT STAY BEYOND THE END DATE, and**
- 04) **TENANT/S MUST HAVE FULLY AND COMPLETELY SATISFIED THE CONTRACTUAL OBLIGATIONS OF TENANT/S STATED IN PARAGRAPH 9.B (below), and**
- 05) **TENANT/S MAY NOT APPLY OR ASSIGN ANY PART OF THE SECURITY DEPOSIT TO THE RENT, and**
- 06) **TENANT/S MUST HAVE DELIVERED TO MANAGER ON OR BEFORE THE FINAL DAY OF THE LEASE ALL:**
 - a. **PROPERTY KEYS,**
 - b. **MAIL BOX KEYS,**
 - c. **GARAGE DOOR OPENER REMOTES,**
 - d. **ORIGINAL RECEIPTS FOR PROFESSIONAL (and where applicable state licensed):**
 - i. **CARPET CLEANING,**
 - ii. **HVAC SERVICE (unless provided and stated as provide by MANAGER in the lease)**
 - iii. **LAWN SERVICE (unless provided and stated as provide by MANAGER in the lease)**
 - iv. **PEST CONTROL (unless provided and stated as provide by MANAGER in the lease)**
 - e. **NOTICE OF TENANT/S COMPLETE AND ACCURATE NEW PHYSICAL PROPERTY ADDRESS.**

B. RESPONSIBILITIES OF TENANT/S AT MOVE OUT. TENANT/S SHALL RECEIVE THE FULL AMOUNT OF THE SECURITY DEPOSIT, LESS DEDUCTIONS FOR OBLIGATIONS, DEBITS, OFFSETS AND/OR PAYMENTS OF TENANT/S DUE TO MANAGER FOR, BUT NOT LIMITED TO:

- 01) work or repairs to or on the property which were the responsibility of TENANT/S and not performed by TENANT/S, and/or
- 02) unpaid late charges, eviction posting charges, eviction filing charges, and/or
- 03) unpaid non-rent items (i.e., but not limited to returned check charges, repair deductibles, cost of court, attorney's fees, collection fees, brokerage fees, advertising, utilities, etc.), and/or

- 04) unpaid rent through the last day of the lease term or any extension thereof, and/or
- 05) reparation of any discounted monthly rate and/or special rate reduction and/or incentive (as specified in paragraph 3 above, **LEASE TERM and TYPE**) as a result of TENANT/S not fulfilling the entire lease term, and/or
- 06) costs of restoration and repairs to restore the property to its original move in condition as result of abuse, neglect and/or damages caused by TENANT/S beyond normal wear and tear, and/or
- 07) removal of unauthorized improvements by TENANT/S and the restoration and repairs associated therewith to restore the property to its original move in condition, and/or
- 08) removal of unauthorized locks and the repairs associated therewith to restore the property to its original move in condition, and/or
- 09) reinstallation of appliances removed and stored by TENANT/S without the MANAGER'S express written consent; should it be found upon reinstallation that the appliances are damaged and/or not in proper working order then the TENANT/S shall additionally be responsible for not only the cost of reinstallation but also the full cost of repair and/or replacement, and/or
- 10) interior cleaning, TENANT/S acknowledges and affirms the following scope of work had been completed by MANAGER prior to TENANT/S occupancy and TENANT/S agrees to perform the same scope of work at vacancy to include the cleaning of ALL cabinetry, counter tops, shelving, appliances, flooring, carpet (professionally cleaned), lighting fixtures, bath fixtures, plumbing fixtures, ceiling fans, HVAC vents and grills, mini-blinds, window screens, window treatments, windows, mirrors, doors, garage and deodorizing to restore the property to its original move in condition (TENANT/S must provide copy of receipt from a professional carpet cleaning company to MANAGER as proof carpets were cleaned and deodorized), and/or
- 11) exterior cleaning, TENANT/S acknowledges and affirms the following scope of work had been completed by MANAGER prior to TENANT/S occupancy and TENANT/S agrees to perform the same scope of work at vacancy to include but not be limited to, light fixtures, doors, windows, siding, fascia, soffits, brick, walkways, patios, decks, driveways, garage, yard, flower beds to restore the property to its original move in condition, and/or
- 12) if pets were kept on the premises, EVEN TEMPORARILY, TENANT/S agrees and must have both the interior and exterior (both front and back yard) treated for fleas (TENANT/S must provide copy of the receipt for same from a state licensed professional exterminating company to MANAGER. This is not a responsibility of MANAGER under any provision contained herein or otherwise), and/or
- 13) TENANT/S acknowledges and affirms the following scope of work had been completed by MANAGER prior to TENANT/S occupancy and TENANT/S agrees to perform the same scope of work at vacancy to include the complete interior and exterior extermination of the premises (unless specified herein to be performed by MANAGER), and/or
- 14) pest control to include treatment for bed bugs or German roaches (if there is an issue, this is not a responsibility of MANAGER under any provision contained herein or otherwise and is specifically the responsibility and expense of TENANT/S), and/or
- 15) replace insufficient, missing or burned out light bulbs, and/or
- 16) replace broken, non-working smoke detectors and/or batteries, and/or
- 17) replace broken, non-working security devices, and/or
- 18) perform yard maintenance and repairs, including but not limited to, mowing, edging, trimming, weeding, fertilization, (unless provided and stated as provide by MANAGER in the lease)
- 19) removal of trash and/or debris, and/or
- 20) removal of ALL personal property, including removal of abandoned, non-working vehicles, trailers, boats or motorcycles, and/or
- 21) a minimum charge of \$15 for each house key not returned, and/or

- 22) a minimum charge of \$65 for each mail box key not returned or the actual cost of re-keying the box and replacement of the key by the US Postal Service and/or
- 23) a minimum charge of \$85 or the actual cost of replacement for each garage door opener remote (if any) not returned or returned damaged, and/or
- 24) a minimum charge of \$175 or the actual cost to clean the dryer vent flu if it is determined that TENANT/S failed to properly clean the dryer lint screen resulting in the dryer vent flu pipe being obstructed, and/or
- 25) A minimum charge of \$85 per toilet or the actual cost to repair and replace the seals, gaskets and flapper if it is determined TENANT/S have used any type of chlorine bleach, tank tablets or automatic tank or toilet bowl cleansing device, and/or
- 26) ALL cost incurred in any proceeding against TENANT/S including but not limited to, attorney's fees, all costs of court, pre-judgment and post-judgment interest.

AFTER SUBTRACTING LAWFUL DEDUCTIONS FOR OBLIGATIONS, DEBITS, OFFSETS AND/OR PAYMENTS TO MANAGER, THE REMAINING SECURITY DEPOSIT, IF ANY, ALONG WITH AN ITEMIZED LIST OF DEDUCTIONS FOR OBLIGATIONS, DEBITS, OFFSETS AND/OR PAYMENTS DUE TO MANAGER SHALL BE MAILED TO THE TENANT/S WITHIN 30 DAYS AFTER THE RECEIPT (IN WRITING) OF TENANT/S FORWARDING ADDRESS.

TENANT/S AGREES TO PAY MANAGER, WITHIN THIRTY (30) DAYS OF MANAGER'S WRITTEN DEMAND FOR ANY EXCESS OF LAWFUL DEDUCTIONS OVER AND ABOVE THE AMOUNT OF TENANT/S SECURITY DEPOSIT. AFTER 30 DAYS SAID EXCESS SHALL ACCRUE INTEREST AT THE HIGHEST RATE ALLOWED BY LAW UNTIL PAID IN FULL. IF COLLECTION IS REQUIRED TO SECURE PAYMENT TO MANAGER, TENANT/S AGREES TO PAY IN ADDITION TO ALL SUMS OWED THE FULL AND COMPLETE COST OF ALL COLLECTION PROCEEDINGS AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ALL ATTORNEY'S FEES, COST OF COURT, PRE-JUDGMENT AND POST JUDGMENT INTEREST, ALL ACCRUING AT THE HIGHEST RATE ALLOWED BY LAW.

- 10. **CONDITION OF PREMISES.** TENANT/S has thoroughly inspected and accepts the property as is, except for any conditions that would materially affect the health or safety of an ordinarily healthy person. MANAGER has made no warranties, expressed, implied or otherwise, as to the condition of the property; it's habitability, merchantability or fitness for a particular purpose (other than as single family residential dwelling), and/or the environmental conditions of the property and/or the surrounding area.

PROPERTY INSPECTION. TENANT/S, at TENANT/S' full risk and expense, is entitled to have the property inspected and/or an environmental audit of the property prior to the signing of this agreement. At TENANT/S' written request, MANAGER shall grant to TENANT/S a seventy-two (72) hour hold on the property for such inspection. MANAGER shall be under no obligation or liability for repairs or otherwise, other than to offer TENANT/S another similar property (if available) or at MANAGER'S option to release TENANT/S from the agreement and refund ALL payments from TENANT/S to MANAGER (save and except the application fee) for conditions found to materially affect the health or safety of an ordinarily healthy person and for which MANAGER elects not to repair or remedy.

TIMELY NOTICE OF PROPERTY MOVE IN CONDITION. WITHIN FORTY-EIGHT (48) HOURS AFTER MOVE-IN, TENANT/S shall note in writing any defect or damage to the PREMISES and hand deliver, mail (by certified mail), email or fax to MANAGER. Failure to timely deliver (within forty-eight (48) hours) said notice of move in condition noting any defect or damage to the PREMISES will be deemed as TENANT/S' unconditional acceptance of the property as received and declared by TENANT/S to be in excellent order, repair and condition with NO damages or defects and having been received fully and thoroughly cleaned.

TENANT/S AGREES TO SURRENDER THE PREMISES AT THE END OF THE LEASE TERM AND/OR ANY EXTENSION THEREOF IN THE SAME CONDITION AS OF THE DATE OF POSSESSION, REASONABLE WEAR AND TEAR ACCEPTED. REASONABLE WEAR AND TEAR MEANS WEAR WHICH OCCURS WITHOUT NEGLIGENCE, CARELESSNESS, ACCIDENT OR MISUSE AND/OR ABUSE.

IF TENANT/S FAILS TO THOROUGHLY CLEAN THE PREMISES, TO A CONDITION THAT IS SATISFACTORY TO MANAGER, INCLUDING THE APPLIANCES, GARAGE AND YARD ALL ACCORDING TO THE TERMS OF THIS LEASE, PRIOR TO MOVE-OUT, REASONABLE CHARGES TO PERFORM AND/OR COMPLETE SUCH CLEANING SHALL BE CHARGED TO TENANT/S BY MANAGER.

MANAGER shall furnish any DEFECTIVE light bulbs, batteries or HVAC Filters at TENANT/S' written request and at no charge within 48 hours of initial possession after which time same will be replaced or provided to TENANT/S at TENANT/S' full and complete expense.

TENANT/S shall not remove or disconnect any fixture or appliances from the PREMISES for any reason.

TENANT/S SHALL NOT ALTER, MODIFY, IMPROVE, PAINT, CARPET OR WALLPAPER WITHOUT THE PRIOR WRITTEN CONSENT OF MANAGER.

TENANT/S may hang pictures using standard picture hooks with TENANT/S responsible for all damage and repair caused by such installation.

11. **LOCKS.** TENANT/S has inspected the locks and agrees they are in good working order and sufficient for the protection of person and property. TENANT/S shall make no lock changes, additions or re-key without MANAGER'S prior express written consent. All requests for re-keying, changing, installing, repairing or replacing security locking devices must be in writing. Installation of additional security locking devices, additional re-keying or replacement of security locking devices as desired by TENANT/S shall be paid for by TENANT/S in advance and may only be installed by MANAGER or MANAGER'S contractor after receipt and payment of such request in writing.

12. **MAINTENANCE AND REPAIRS. TENANT/S HAS EXAMINED THE PROPERTY AND ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION AS IS.**

PEST CONTROL

MANAGER shall exterminate for common pests and insects, including termites, as is reasonably needed. ** DOES NOT COVER BED BUGS, FLEAS OR GERMAN ROACHES, TREATMENT FOR SAME IS AT THE FULL EXPENSE OF TENANT/S. TENANT/S ARE REQUIRED (WITHOUT EXCEPTION) TO PROMPTLY (IMMEDIATELY) REPORT ANY SIGNS OF SUCH INFESTATION TO THE MANAGER.*

TENANT/S shall exterminate for, excluding termites, all pests and insects, including bed bugs (if present), fleas and German roaches, as is reasonably needed, provided such service shall be performed at least annually by a state licensed exterminator and same shall be arranged for and paid for by TENANT/S and TENANT/S shall provide MANAGER with evidence, satisfactory to MANAGER, of the timely completion of such service. If TENANT/S have not completed and provide such satisfactory evidence this service was performed by a state licensed professional exterminator, then MANAGER will cause same to be completed at TENANT/S' full and complete expense.

LAWN MAINTENANCE

[] MANAGER shall fertilize, treat for pest (excluding fleas) and/or disease, mow, edge, trim, weed beds and prune plants shrubs and trees as is reasonably needed. TENANT/S is responsible for the appropriate and timely watering of the lawn, plants and trees in order to prevent them from dying and to promote their continued health and growth. TENANT/S is/are required as part of this agreement to report any signs of sickness, disease or demise, failure to do so will be a breach of the agreement and TENANT/S shall be liable for the consequential damage to the lawn, plants, shrubs or trees. Pay attention to your landscape and promptly report any suspected disease or problem.

[] TENANT/S shall fertilize, treat for pest (including fleas) and/or disease, mow, edge, trim, weed beds and prune plants shrubs and trees as is reasonably needed. TENANT/S is responsible for the appropriate and timely watering of the lawn, plants and trees in order to prevent them from dying and to promote their continued health and growth. TENANT/S is required as part of this agreement to report any signs of sickness, disease or demise, failure to do so will be a breach of this agreement.

RESPONSIBILITIES OF TENANT/S (but not limited to)

- 01) ALL REQUESTS FOR REPAIRS AND/OR MAINTENANCE MUST BE IN WRITING AND MAILED TO MANAGER AT THE ADDRESS SPECIFIED HEREIN FOR THE PAYMENT OF RENT OR TO SUCH OTHER ADDRESS AS MAYBE FROM TIME TO TIME SPECIFIED BY MANAGER OR HAND DELIVERED BY TENANT/S TO MANAGER.
- 02) TENANT/S ARE RESPONSIBLE FOR IMMEDIATELY NOTIFYING MANAGER OF ANY/AND ALL CONDITIONS REQUIRING SERVICE OR REPAIR, NO MATTER HOW MINOR. TENANT/S FAILURE TO DO SO WILL BE AT THE TENANT/S OWN LIABILITY, TO INCLUDE THE COST OF REPAIR FOR ANY/ALL CONSEQUENTIAL DAMAGES TO THE PROPERTY THAT COULD HAVE BEEN AVOIDED WITH TIMELY REPORTING.
- 03) Promptly notify MANAGER of any problems or conditions from wood destroying insects (termites) or other household or landscape insects, pest or disease and,
- 04) Change the Air Conditioning filters monthly, and
- 05) Clean dryer lint screens prior to each use. Failure to do so presents a fire hazard, and
- 06) Have the Air Conditioning and Heating system serviced as is reasonably needed, provided such service shall be performed at least annually by a state licensed service technician which shall be arranged for and paid for by TENANT/S and TENANT/S shall provide MANAGER with evidence of such service, and
- 07) Water the lawn to a depth of one inch (1") and soak all plants, shrubs and trees all as is necessary to maintain a healthy and growing landscape. Failure to do so will result in the lawn, plants, shrubs and or trees being replaced at the TENANT/S complete expense, and
- 08) Keep all trash and debris picked up and out of the yard (front and back) at all times, and
- 09) Place trash cans on the street for pick-up ONLY on the day of service and NOT before. Bring in all Trash cans and store out of public view (either in the garage or behind the fence) on the same day of service.
- 10) No trash or debris (of any kind) NOT contained within the trash cans are to be placed on the street at any time.
- 11) TENANT/S is responsible for its failure to properly care for and maintain the PREMISES in a clean neat and orderly condition and shall be fully liable for ALL cleaning, repairs and/or damages OR consequential damages resulting from such failure.

13. **MAINTENANCE AND REPAIR DEDUCTIBLE.**

- 01) ALL CONDITIONS REQUIRING MAINTENANCE or REPAIR which require the services of skilled workmen or exceed expenditures of \$ 75.00 (**SEPARATELY and INDIVIDUALLY and NOT IN THE AGGREGATE**) shall be promptly reported by TENANT/S to MANAGER in writing and same shall be performed by MANAGER within a reasonable time and during normal business hours.
- 02) TENANT/S shall be liable for the first _____ (**SEPARATELY and INDIVIDUALLY and NOT IN THE AGGREGATE**) of ANY and ALL REPAIRS.
- 03) TENANT/S SHALL NOTIFY MANAGER IMMEDIATELY OF ANY DAMAGE OR NEEDED REPAIRS OR MAINTENANCE. TENANT/S COVENANTS, WARRANTS AND AGREES TO TAKE ALL NECESSARY AND REASONABLE STEPS AND PRECAUTIONS, AS MAY BE REASONABLY REQUIRED, TO MINIMIZE DAMAGES. **FAILURE TO DO SO SHALL CONSTITUTE NEGLIGENCE ON THE PART OF THE TENANT/S AND THE TENANT/S SHALL BE RESPONSIBLE FOR ALL COST OF REPAIRS.**
- 04) CONDITIONS CAUSED BY TENANT/S: TENANT/S shall pay MANAGER, or any repairman MANAGER directs TENANT/S to pay, for the cost of any and all repairs for conditions or damages caused by TENANT/S', a member of TENANT/S' family, TENANT/S guest or invitee or TENANT/S' pet.
- 05) WASTE WATER STOPPAGES, WATER DAMAGES: Except for those repairs caused by negligence of MANAGER, TENANT/S shall pay MANAGER, or any repairman MANAGER directs TENANT/S to pay, for the complete cost to repair or replace...
 - a) damages from waste water stoppages, and/or
 - b) damages from overflow from any source (i.e., toilet, sink, tub, shower, washer, ice maker, air conditioning unit, hot water heater, etc.), and/or
 - c) damage from faucets or hose bibs left on unattended, and/or
 - d) windows or doors left open or blowing open.

TENANT/S SHALL BE LIABLE TO AND PAY MANAGER FOR ANY AND ALL PROPERTY DAMAGE AND/OR THE COST OF REPAIRS TO THE PREMISES CAUSED BY TENANT/S FAILURE TO REPORT (IN WRITING) ANY CONDITION/S REQUIRING SERVICE AND/OR REPAIR (NO MATTER HOW MINOR) AND/OR DAMAGES TO THE PROPERTY (NO MATTER HOW MINOR) FROM NEGLIGENT OR IMPROPER USE OF THE PROPERTY AND/OR ANY APPURTENANT THERETO BY TENANT/S OR A MEMBER OF TENANT/S' FAMILY, TENANT/S' GUEST OR INVITEE OR TENANT/S' PET.

If in MANAGER'S judgment there is substantial damage to the PREMISES caused by TENANT/S or a member of TENANT/S' family, TENANT/S' guest or invitee or TENANT/S' pet MANAGER may terminate this Lease by giving written notice to TENANT/S and TENANT/S shall be liable to MANAGER for the remaining term of the lease, all cost of repairs, lost rent as a result of loss of use and ALL cost of re-letting the property upon completion of repairs.

THE PARTIES HERETO ACKNOWLEDGE THAT THE RENT WOULD BE HIGHER IF THE FOREGOING RESPONSIBILITIES WERE ALLOCATED DIFFERENTLY. THIS ASSUMPTION OF RESPONSIBILITY BY TENANT/S IS ENTERED INTO WILLINGLY, KNOWINGLY, VOLUNTARILY, AND FOR CONSIDERATION AND IS AN EXPRESS WAIVER OF ANY STATUTORY OR COMMON LAW OBLIGATION OF MANAGER.

14. **PETS.** "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.

A. **NO PETS SHALL BE ALLOWED, NOT EVEN TEMPORARILY, ANYWHERE ON THE PREMISES WITHOUT THE PRIOR WRITTEN CONSENT OF MANAGER.** TENANT/S failure to comply with this provision will result in the automatic forfeiture of the TENANT/S' security deposit, and TENANT/S' agrees to immediately remove the pet/s and pay MANAGER as liquidated damages one (1) month's rent, and TENANT/S' will be subject to additional charges for any and all cleaning, repairs and/or damages and, at the MANAGER'S option, the eviction provisions of this Lease. If a pet has been kept on the PREMISES at any time, even temporarily, during the Lease, with or without the MANAGER'S written permission, the TENANT/S shall be subject to the provisions contained in paragraphs C through J below. **TENANT/S HAS READ THE ABOVE AND WARRANTS TENANT/S UNDERSTANDING AND AGREEMENT WITH THE PROVISIONS IN THIS PARAGRAPH AND IN ADDITION TO ALL OTHER AMOUNTS AND REMEDIES DUE MANAGER, TO 1) IMMEDIATELY REMOVE THE PET/S, 2) THE FORFEITURE OF THE SECURITY DEPOSIT AND 3) TO PAY LIQUIDATED DAMAGES IN THE AMOUNT EQUAL TO ONE (1) MONTH'S RENT FOR FAILURE TO COMPLY WITH THE PROVISIONS CONTAINED IN THIS PARAGRAPH.**

B. TENANT/S is authorized to keep the following pet/s on the Property, subject to the provisions contained in paragraphs C through J below, until the above referenced lease or any extension thereof ends or until instructed by MANAGER to remove.

| | | | | | |
|-------------|--|-------------|--|-------------|--|
| Type: | | Type: | | Type: | |
| Breed: | | Breed: | | Breed: | |
| Color: | | Color: | | Color: | |
| Weight: | | Weight: | | Weight: | |
| Name: | | Name: | | Name: | |
| Gender: | | Gender: | | Gender: | |
| Age: | | Age: | | Age: | |
| Rabies Vax: | | Rabies Vax: | | Rabies Vax: | |
| Sterilized: | | Sterilized: | | Sterilized: | |
| Declawed: | | Declawed: | | Declawed: | |

C. **CONSIDERATION:** In consideration for MANAGER'S authorization for TENANT/S to keep the pet/s described in Paragraph 14B above on the Property, the TENANT/S agrees that:

01) On or before the date TENANT/S takes possession of the Property and before the TENANT/S will receive keys, the TENANT/S will pay the MANAGER a pet deposit of \$ 0.00 . The pet deposit is an increase in the security deposit of the lease and is made a part of the security deposit for all purposes and is not refundable before the lease ends, even if the pet is removed. Any refund of the security deposit, including this increase, is governed by the property code and terms of the lease.

02) TENANT/S will pay the MANAGER a monthly pet fee of \$ 0.00 . This is NOT an additional deposit. This is a non-refundable MONTHLY fee.

03) On or before the date TENANT/S takes possession of the Property and before the TENANT/S will receive keys, the TENANT/S will pay the MANAGER a pet fee of \$ 0.00 as a one-time, nonrefundable payment, this is not a deposit; this is a non-refundable one-time fee.

D. PET RULES:

- 01) PETS ARE LIMITED TO DOGS OR CATS ONLY. Refer to the MANAGER'S Policies and Procedures for breed and other restrictions.
- 02) Take all reasonable caution and/or action to insure that any pet does not violate or disturb the rights, peace or quite enjoyment of other persons.
- 03) Comply with all applicable statutes, ordinances, restrictions, owners' association rules, and or any other enforceable regulations regarding any pet.
- 04) Keep the rabies shots current.
- 05) Promptly remove any pet waste from the Property, including but limited to all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks.
- 06) Confine any pet when outside by fences, cages or leashes as may be appropriate AND under TENANT/S' direct control and supervision. Pets on leashes must be tethered ONLY to the TENANT/S.
- 07) Promptly remove from the Property the offspring of any pet.

E. ACCESS:

- 01) TENANT/S must remove or confine any pet at any time at MANAGER'S direction or any time that the pet is likely to limit or prohibit MANAGER or other person's access to Property as permitted by the lease.

F. DISCLOSURE CONCERNING PETS:

- 01) Is TENANT/S aware of whether any of the pets described under this addendum has ever bitten or injured another person? _____ If "YES", explain: _____

G. TENANT/S LIABILITY: TENANT/S' is responsible and liable for:

- 01) All reasonable costs that are necessary to clean, deodorize, de-flea, replace or repair any part of the property, including but not limited to all flooring, doors, trim, cabinets, walls, wallpaper, blinds, drapes, windows, window screens, furniture, appliances, hardware, sod, plants, trees, shrubs, fences, sprinkler system, air conditioning equipment, electrical lines, water lines, gas lines, service lines of any type or nature, siding, exterior trim, doors, paint, and/or
- 02) Any damage to the Property or any item in or on the Property caused by any pet of TENANT/S, and/or
- 03) Any personal injuries to any person or other animal caused by any of TENANT/S' pet, and/or
- 04) Any damage to any person's property caused by any pet of TENANT/S, and/or
- 05) Maintain throughout the term of the lease on an ongoing and continual basis (and proved a copy of same to MANAGER) a Texas Renter's policy with a minimum personal liability coverage of \$300,000 or such other amount as may be from time to time amended and published in the Policies and Procedures of MANGER, published and made available on the MANAGERS website www.dooleyproperties.com and naming the PROPERTY OWNER and/or any other entity as directed by MANAGER an additional interest.

H. INDEMNIFICATION: TENANT/S agree/s and warrant/s to protect, defend, indemnify, and hold PROPERTY OWNER, and/or MANAGER, and/or MANAGER'S agent/s harmless from any and all damages, causes of action, costs, attorney's fees, cost of court and/or any other expenses that are caused by the act of any pet of TENANT/S', TENANT/S' family, guest or invitee.

I. DEFAULT: If TENANT/S breaches any provision in this pet agreement TENANT/S will be in default and the provision of default contained herein exercised.

J. REMOVAL OF PET:

01) TENANT/S AGREES TO PROMPTLY REMOVE THE PET (within 24 hours) upon notice from MANAGER for animal husbandry, pet sitting, allowing the pet to roam uncontrolled outside the fenced yard, allowing the pet in the front yard without being leashed to the TENANT/S, excessive noise, excessive barking, pet odor, disturbing of the peace or quiet enjoyment of another or any attack or attempted attack upon a person or animal. FAILURE TO COMPLY WILL RESULT IN ANIMAL CONTROL BEING CALLED TO PICK-UP AND REMOVE THE PET FROM THE PREMISES AND THE AUTOMATIC FORFEITURE OF THE SECURITY DEPOSIT, PLUS ONE MONTH'S RENT AS LIQUIDATED DAMAGES.

15. **NUISANCE.** TENANT/S may not permit the PREMISES, or any part of, to be used for any activity which is a nuisance or is offensive, objectionable, noisy or dangerous and...

01) MANAGER may prohibit or regulate, at any time, yard or exterior decorations, basketball goals, swing set, trampolines, forts (children's play houses), placement of trash cans, number of vehicles, motorcycles, off road vehicles, boats, trailers, recreational vehicles and/or any other vehicle, operative or inoperative, on or about the PREMISES, and

02) No trailer, camper, boat or recreational vehicle shall be garaged on the PREMISES or on the street on which the PREMISES fronts. No trailer, camper, boat, motorcycle, off road vehicle, motor vehicle or recreational vehicle shall be parked on the PREMISES or on the street on which the PREMISES fronts, unless the same be in good operating condition and be fully registered with a current registration and license tag, and then same shall not remain parked thereon for more than twenty-four (24) hours at any one time. Failure to comply with the provisions of this paragraph shall result in the MANAGER, without further notice to the TENANT/S, having same removed without any liability or recourse to MANAGER at the FULL and COMPLETE risk and expense of the TENANT/S, and

03) No maintenance, repairs or overhauls shall be made to any trailer, camper, boat, motorcycle, off road vehicle, motor vehicle, recreational vehicle or other vehicle parked on the PREMISES or on the street on which the PREMISES fronts at any time, and

04) No basketball goals of any kind shall be erected, placed or kept on the premise at any time.

05) No trampolines of any kind shall be placed or kept on the premise at any time, and

06) All trash cans MUST be removed from the street before sunset on the same day as pick-up and stored out of public view in the garage or rear yard behind the fence at ALL times, and/or

07) No BBQ pits, fire pits, smokers, coolers or furniture of any kind is allowed at the front or side yard of the premise at any time, and

08) NO BUSINESS ACTIVITY OF ANY KIND OR NATURE (not even temporarily or even if non-revenue), this includes GARAGE SALES, YARD SALES, CHILD OR ELDER CARE, and

09) TENANT/S agree to strictly and with complicity observe and adhere to all city and/or subdivision covenants and/or deed restrictions and/or the MANAGER'S Policies and Procedures as from time to time amended, published and made available on the MANGERS web site at www.DooleyProperties.com, and

10) **TENANT/S COVENANTS AND AGREES THAT TENANT/S SHALL NEVER PERMIT OR ALLOW ANY TRANSGRESSION, ILLEGAL SUBSTANCE OR ACTIVITY TO BE BROUGHT ONTO, USED OR OCCUR ON THE PREMISES FOR ANY REASON AT ANY TIME WHATSOEVER. ANY TRANSGRESSION, USE, MANUFACTURE, DISTRIBUTION OR SALE OF SAME SHALL BE**

GROUNDS FOR THE IMMEDIATE EVICTION OF THE TENANT/S AND TENANT/S SHALL FORFEIT THE SECURITY DEPOSIT PLUS ONE (1) MONTH'S RENT AS LIQUIDATED DAMAGES AND BE FURTHER LIABLE TO THE MANAGER FOR ALL DAMAGES INCLUDING ALL ACCELERATED RENT, REPARATION OF DISCOUNTED RENT/S AND/OR OTHER DISCOUNTS, COST OF ALL REPAIRS, AND CLEANING AND ALL COST TO RE-LEASE THE PROPERTY FOR TENANT/S' ACCOUNT.

16. **SUBLETTING.** TENANT/S shall not sublet or make an assignment without the prior written consent of MANAGER and MANAGER SHALL NOT BE OBLIGATED to grant such consent. Subletting the PREMISES without the express written consent of MANAGER shall be a breach of this agreement and the sublease shall be immediately voidable by MANAGER and MANAGER may terminate this Lease. If MANAGER grants such permission, TENANT/S under no circumstances will be released from TENANT/S obligations hereunder and TENANT/S shall remain fully liable for the terms and conditions of this Lease.
17. **UTILITIES.** TENANT/S shall pay all connection, service, usage and other cost and/or fees for all utilities (electricity, gas, water, waste water, telephone, cable TV, security monitoring, trash pickup) and/or other services used on the PREMISES, including but not limited to, all deposits for TENANT/S and the cost of transferring service out of MANAGER'S name into TENANT/S' name and back to MANAGER'S name upon default or at the termination of the Lease. TENANT/S' must at a minimum at all times during the course of this Lease or any extension hereof keep the following utilities on, if available, electricity, gas, water, waste water, trash pickup. If TENANT/S' fails to do, TENANT/S' will be in default.
18. **SATELLITE DISH.** Satellite dish installation will be APPROVED, PROVIDED TENANT/S' request be in writing and the dish is NOT attached to the HOUSE in anyway, form or fashion and provided there is NO penetrations through the roof, any exterior or interior wall or house structure in anyway, form or fashion.

The dish MUST be pole mounted in the rear yard five (5) feet away from the rear fence and next to the house or front of any gate or access point to the rear yard and not directly in front of any window, door, breaker box, cable box, transformer or other device. The cable from the dish to the house MUST be buried in the ground at least 18" from the dish to the demarcation point that has already been provided for cable service on the house. The cable may not be hung, draped, stapled or nailed to the fence or house or left on top of the ground or suspended above the ground in any form or fashion. NO PENETRATION THROUGH THE ROOF OR ANY WALL IS ALLOWED.

THE DISH INSTALLATION POINT (LOCATION), CABLE INSTALLATION AND TIE IN TO THE HOUSE MUST BE APPROVED IN ADVANCE OF INSTALLATION AND IN WRITING BY THE MANAGER. FAILURE TO OBTAIN MANAGER'S WRITTEN APPROVAL WILL BE A CONDITION OF DEFAULT AND THE TENANT/S' IS SUBJECT TO LOSS OF SECURITY DEPOSIT.

THE REMOVAL OF A NON-AUTHORIZED DISH AND ALL REPAIR COST FOR DAMAGES TO THE PREMISE (HOUSE, FENCE OR YARD) ARE BILLABLE TO AND THE RESPONSIBILITY OF THE TENANT/S.

19. **EXTERIOR DÉCOR.** All exterior decorating not specifically allowed hereunder MUST BE APPROVED BY MANAGER prior to installation. Decorations installed without the written consent of MANAGER is a violation of the lease and a condition of default. If you are in doubt ask the MANAGER before installing.

- 1) Approved decorations without MANAGER'S consent are limited to:
 - a) Seasonal wreath which may be placed on the front door using an over the door hanger only (e.g., no nails, screws, hooks, tape, adhesive strips or the like).
 - b) Potted plants may be placed on the front porch so as long as they are i) kept away from the siding/brick/stone, ii) do not interfere with or block ingress or egress to the property and iii) occupy no more than 10% of the front porch space.
- 2) Prohibited decorations (BUT NOT LIMITED TO):
 - a) NO decorative items may be placed at the front door or garage door or block entry to the porch or property in any fashion whatsoever.
 - b) NO decorations may be affixed to the property by any means (e.g., nails, screws, hooks, tape, adhesive strips or the like).
 - c) NO exterior lighting displays of any kind.
 - d) NO exterior sound systems (speakers)
 - e) NO decorations placed on the trees or shrubs or in the yard
 - f) NO hay bales (extreme fire hazard)
 - g) NO real pumpkins (they deteriorate and attract rodents and insects)
 - h) NO candles (fire hazard)
 - i) NO figurines, statues, flags (other than a single US Flag), signs, stickers, plaques, banners, or yard ornaments of any kind.

20. **ENTRY BY MANAGER.** MANAGER or other persons engaged to do so by MANAGER may enter the PREMISES...

- a) by any means necessary at any time necessary, with or without prior notice to or the approval of TENANT/S, in the event of an emergency (e.g., 911 call to emergency responders, fire, smoke, storm damage, water leaks, sewage backup, secure the premise after a burglary or break in, prevention of property damage, prevention of waste of utilities furnished by MANAGER) and/or,
- b) as and when directed by any governmental authority with or without a court order and/or,
- c) during the business hours of MANAGER (8:00 AM to 6:00 PM Monday thru Friday) for inspections (e.g., property condition, maintenance, insurance, lender, appraiser, governmental, health or safety, retrieval or recovery of property belonging to a former TENANT/S) and/or,
- d) at any time with or without prior notice for the enforcement of MANAGER'S lien rights (contractual or statutory) to seize non-exempt property after an event of default, and/or,
- e) during the hours of 8:00 AM to 6:00 PM Monday thru Friday and/or 10:00 AM to 6:00 PM Saturday and/or 10:00 AM to 6:00 PM Sunday for the showing of the PREMISES to prospective TENANT/S or purchasers if authorized by TENANT/S under paragraph 32 "KEY BOX AUTHORIZATION" hereof.
- f) Leave written notice of each entry made in the absence of TENANT/S.
- g) IF TENANT/S FAILS TO PERMIT ACCESS UNDER THIS PARAGRAPH, TENANT/S WILL BE IN DEFAULT.

21. **NON-WAIVER.** Failure by MANAGER to enforce or demand performance of any obligation of TENANT/S hereunder, or to seek remedy for a breach thereof, shall not operate to waive or excuse the defaults or transgressions of TENANT/S or any other defaults, obligations, further transgressions, future transgressions or future defaults of TENANT/S or any portion of the terms and conditions contained herein.

22. **LIABILITY AND INDEMNITY.** MANAGER or MANAGER'S agents shall not be liable to TENANT/S, TENANT/S' family, guests, invitees or other occupants or persons on the PREMISES for personal injury, death, property damage or any other loss to such person/s or their property due to or from any cause. TENANT/S agrees to indemnify, defend and hold PROPERTY OWNER, MANAGER, MANAGER'S agent/s and/or the PREMISES free and harmless from any and all claims or causes of action, including but not limited to the personal injury or death of TENANT/S, TENANT/S' family, guest or invitees or any other person, or persons and/or any damage to the personal property of TENANT/S, TENANT/S' family, guest or invitees or any other person, or persons, to include without limitation the adjoining property and/or the personal property of others therein arising from the TENANT/S' use and/or occupancy of the PREMISES to include without limitation the acts, whether intentional or negligent, of TENANT/S, TENANT/S' family, guest or invitees or other person in, on or about the leased PREMISES. **MANAGER DEMANDS AND TENANT/S AGREES TO SECURE PRIOR TO MOVE IN AND RELEASE OF KEYS A TEXAS TENANT'S OR RENTER'S POLICY WITH PERSONAL LIABILITY COVERAGE IN THE AMOUNT OF \$200,000 (IF NO PETS ARE KEPT ON THE PREMISE) AND \$300,000 (IF PETS ARE KEPT ON THE PREMISE) AND TENANT/S COVENANTS TO PROVIDE PROOF OF SAME TO MANAGER AND TO MAINTAIN COVERAGE AND PROVIDE PROOF OF COVERAGE ON A CONTINUAL AND ONGOING BASIS AS HEREIN REQUIRED OR IN ACCORDANCE TO THE MANAGERS POLICIES AND PROCEDURES AS PUBLISHED IN THE POLICIES AND PROCEDURES OF MANAGER AND MADE AVAILABLE ON THE MANAGER'S WEBSITE www.dooleyproperties.com WITH SAID POLICY REQUIRED TO NAME THE PROPERTY OWNER AND/OR MANGER AND/OR ANY OTHER PARTY AS MAY BE DIRECTED BY MANAGER AS AN ADDITIONAL INTEREST. MANAGER RESERVES THE RIGHT TO REQUIRE THE AMOUNT OF PERSONAL LIABILITY COVERAGE BE INCREASED AS MANAGER MAY DEEM NECESSARY AND APPROPRIATE WITH SAME BEING AT MANAGER'S SOLE DISCRETION.** TENANT/S is obligated to and shall test ALL installed exterior locking devices (both windows and exterior doors) and all smoke detectors at the time of move in to ensure that same are satisfactory to TENANT/S and in proper working order to protect the safety and well-being of TENANT/S. TENANT/S shall promptly (immediately) report in writing during the course of the lease any defective exterior door lock, window lock, exterior safety door lock or non-functioning smoke detector. MANAGER shall have no duty or liability to furnish additional smoke detectors, additional locks, or to re-key locks except as required by the property code. MANAGER shall provide the initial batteries for all smoke detectors as required by law at the time of lease commencement; thereafter, TENANT/S shall pay for, test, and replace smoke detector batteries as needed. Requests for additional installations of locking devices and/or the rekey of any lock, and/or smoke detectors, inspections and/or repairs must be in writing. DISCONNECTING, REMOVING, CHANGING, ALTERING OR INTENTIONALLY DAMAGING A LOCKING DEVICE OR SMOKE DETECTOR OR REMOVING A SMOKE DETECTOR BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY MAY SUBJECT THE TENANT/S TO EVICTION, CIVIL OR CRIMINAL PENALTIES AND LIABILITY FOR DAMAGES TO THE PROPERTY, PERSONAL PROPERTY OF OTHERS, ATTORNEY'S FEES AND COSTS OF COURT.
23. **DEFAULT BY MANAGER.** Upon default by MANAGER of any obligation imposed hereunder, TENANT/S may terminate this Lease upon the following conditions... a) All rent and other charges must be PAID and current, and b) TENANT/S shall have made a bonafide and verifiable written request for performance or cure of any such obligation or default and allowing MANAGER a reasonable time to respond, which shall in no event be less than seven (7) business days from the date of actual receipt by MANAGER of TENANT/S' written request. Unless an emergency, MANAGER considering the nature of the obligation and/or default shall have up to thirty (30) days to cure and with notice to TENANT/S by MANAGER continued and consecutive thirty (30) extensions to cure any/all obligations or defaults of MANGER with such extensions being also dependent upon the availability of materials, labor and utilities or other resources as when and may be available for the cure of the obligation and/or default. If MANAGER fails to respond or cure said obligation or default, then TENANT/S may terminate this Lease by giving MANAGER a thirty (30) day written notice of TENANT/S' election

to terminate and MANAGER shall thereupon proof of MANAGER/S UNDENIABLE AND VERIFIABLE DEFAULT refund TENANT/S' unearned portion of any rent paid and TENANT/S' deposit less any charges owed to MANAGER by TENANT/S.

24. **DEFAULT BY TENANT/S.** The breach of or failure to perform any obligation imposed upon TENANT/S hereunder shall be deemed an act of default by TENANT/S. In the event of any act of default by TENANT/S including but not limited to any breach of the terms of lease agreement, abandonment of the PREMISES, giving of notice of intent to vacate prior to the expiration of the lease term and payment of all rents due under the lease, removal of TENANT/S' personal property from the PREMISES in contemplation of vacating prior to the expiration of the lease term without giving proper and adequate notice to MANAGER, non-payment of rent, then TENANT/S shall suffer:

- 01) MANAGER may immediately and without notice to TENANT file suit against TENANT to protect MANAGER'S interest, and/or
- 02) MANAGER may terminate TENANT/S' possession of the PREMISES by giving TENANT/S three (3) day's written notice to vacate and MANAGER shall be entitled to possession by eviction suit. Such election shall not relieve TENANT/S of the TENANT/S' obligations hereunder, and/or
- 03) AUTOMATIC FORFEITURE OF SECURITY DEPOSIT, and/or
- 04) Should the lease term and all rental payments due MANAGER under the terms of the lease NOT have been fulfilled and PAID IN FULL MANAGER, herewith then declares all remaining rent due MANAGER through the end of the lease term or any renewal or extension thereof accelerated and immediately due and payable in its entirety, this declaration being automatic and without any requirement of notice or demand to TENANT/S of MANAGER'S election to so accelerate the rent. Such right of acceleration is in lieu of having the rental payments for the entire lease term paid in full in advance. THE ACCELERATED RENT DUE MANAGER CONSTITUTE A DEBT OBLIGATION OF TENANT/S TO MANAGER, and/or
- 05) If TENANT/S accepted the leased PREMISE on a discounted monthly rate based on a multiple year lease and/or a Special Discount, it is understood and agreed by TENANT/S that said incentive was offered to and accepted by TENANT/S predicated upon the reliance by MANAGER of TENANT/S' covenant of strict compliance and performance with all terms of the lease INCLUDING but not limited to the TENANT/S completing the full term of the lease and paying all rents due under the terms of the lease. TENANT/S acknowledge the normal monthly rate for this property is _____ per month. TENANT/S ACKNOWLEDGES this covenant and AGREE SHOULD TENANT/S break the lease for any reason (including Landlords voluntary release of TENANT/S or TENANT/S release for military transfer to another duty station) the monthly rate shall automatically and retroactively (to initial date of lease) escalate to the full monthly rate stated above. TENANT/S accepts, agrees and warrants to MANAGER TENANT/S' understanding, responsibility and agreement to promptly and immediately pay to MANAGER the sum total of the difference between the normal monthly rate (stated above) and the discounted monthly rate and/or the pro-rate of any Special Discount. In the event of MANAGER'S voluntary release of TENANT/S or TENANT/S release for military transfer to another duty station, the sum total due shall be calculated from the initial date of the lease to the release date and due immediately. Otherwise, in the event of TENANT/S default or breach of the lease, the sum total due shall be calculated from the initial date of the lease to the final termination date of the lease and due immediately. THE REPARATIONS DUE MANAGER CONSTITUTE A DEBT OBLIGATION OF TENANT/S TO MANAGER, and/or
- 06) MANAGER shall attempt to re-let the PREMISES for the account of TENANT/S upon such terms as MANAGER, in MANAGER'S sole discretion, may deem appropriate, in which event, and if successful, all rents actually received for TENANT/S account, less one month's rent (AT THE FULL

MONTHLY RATE) as liquidated damages, shall be applied in mitigation of MANAGER'S actual damages, including but not limited to accelerated rents, reparation of discounted rents and/or special discounts, utilities, maintenance, up-keep, and advertising (from TENANT/S' vacate date to the new re-lease tenant/s' move in date), brokerage fees, collection fees, attorney's fees and cost of court. Such re-letting shall not relieve TENANT/S of TENANT/S' obligation to pay MANAGER for MANAGER'S actual damages, including but not limited to accelerated rents, reparation of discounted rents and/or special discounts, utilities, maintenance, up-keep, and advertising (from TENANT/S vacate date to the new re-lease tenant/s' move in date), brokerage fees, collection fees, attorney's fees and cost of court, and/or

07) Declare the Lease agreement forfeited and terminated, and/or

08) All rights and remedies given MANAGER hereunder shall be, to the extent not in conflict with each other, cumulative and exercisable at the election of MANAGER. The exercise or failure to exercise of any right or remedy of MANAGER hereunder shall not constitute a waiver by MANAGER or alter or diminish MANAGER'S right to exercise same or any other right or remedy given MANAGER in this agreement or by law at another time.

25. **HOLDOVER.** If TENANT/S holds over and fails to vacate the PREMISES on or before the contracted move-out date, (end of lease term and/or any renewal or extension period thereof, or an alternate move-out date as agreed upon by the parties hereto in writing), TENANT/S shall be liable to MANAGER and TENANT/S agrees to pay rent for the holdover period at TWO TIMES (2X) the then current monthly rental rate. TENANT/S shall hold harmless and indemnify MANAGER against all claims from prospective TENANT/S and/or purchasers and shall pay MANAGER for ALL damages (i.e., lost rents or profits from sale, lodging and/or furniture storage expenses of prospective TENANT/S and/or purchasers, all cost of adjudication, including but not limited to, all cost of court and/or attorney's fees in any proceeding against MANAGER by prospective TENANT/S or Buyer). Rents during the holdover period shall be due in advance and paid in certified funds only.

26. **ABANDONMENT.** TENANT/S shall be conclusively deemed to have abandoned the PREMISES and all personal property located thereon or therein if TENANT/S be evicted by judicial process or if utilities to the PREMISE been disconnected or shut off for non-payment and/or if TENANT/S shall remain absent from the PREMISES for five consecutive days while TENANT/S be in default of any obligation hereunder. **UPON SUCH ABANDONMENT, MANAGER SHALL HAVE THE RIGHT TO ENTER, REMOVE AND MAKE SUCH DISPOSITION OF ANY AND ALL PERSONAL PROPERTY FOUND UPON THE PREMISES AS MANAGER SEES FIT.** Such right of MANAGER shall be without prejudice to MANAGER'S right to elect to exercise MANAGER'S lien rights.

27. **CONTRACTUAL LIEN. ALL PERSONAL PROPERTY ON THE PREMISES (EXCEPT PROPERTY EXEMPT BY STATUTE) IS HEREBY SUBJECTED TO A CONTRACTUAL LIEN IN FAVOR OF MANAGER TO SECURE PAYMENT OF RENT AND OF ANY AND ALL DAMAGES OCCASIONED BY TENANT/S DEFAULT.** In order to enforce said lien, MANAGER may peacefully enter the PREMISES and remove and store all non-exempt property therein. MANAGER shall be entitled to reasonable charges for packing, removing and storing property taken hereunder. If TENANT/S is not present when property is removed hereunder, written notice of MANAGER'S entry shall be left at the PREMISES. MANAGER may sell all property subject to MANAGER'S lien at public or private sale after giving TENANT/S 30 day's written notice by certified mail of the time and place of such sale. If TENANT/S fails to furnish MANAGER TENANT/S' address, said sale may be held without notice to TENANT/S, provided, however, that TENANT/S shall be informed as to the time and place of said sale upon written request. Sale shall be to the highest cash bidder and MANAGER shall credit the proceeds thereof first to all costs and expenses incident to the removal, storage and sale of the property and then in mitigation of other damages and/or rents due hereunder. Any excess realized from such sale over said expenses and damages and/or rents due hereunder shall be mailed to TENANT/S at such address as TENANT/S may furnish in writing

to MANAGER, or, if no address is furnished, shall be held for delivery to TENANT/S for 30 days following the date of the sale, after which time, if TENANT/S has not requested payment in writing, TENANT/S shall be deemed to have abandoned any right thereto and such excess shall become the property of MANAGER. **MANAGER MAY EXERCISE THE FOREGOING LIEN RIGHTS WITH OR WITHOUT RESORTING TO JUDICIAL PROCEEDINGS. THE CONTRACTUAL LIEN PROVIDED HEREIN IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER LIEN PROVIDED BY LAW.**

28. **RELEASE OF TENANT/S.** In the event TENANT/S is or becomes a member of the armed forces of the United States on extended active duty and receives change of duty orders to depart the local area, then TENANT/S may terminate this agreement by giving 30 days written notice, provided TENANT/S is not otherwise in default. In such event, TENANT/S agrees to furnish MANAGER, upon request, a certified copy of the official orders warranting termination of the Lease. Orders authorizing base housing do not constitute change of duty orders hereunder. TENANT/S shall have no other rights of release hereunder.
29. **MULTIPLE TENANT/S AND GUEST.** NO MULTIPLE TENANT/S OR DOUBLE OCCUPANCY IS ALLOWED. UNDER NO CIRCUMSTANCES MAY TENANT/S permit any guest or invite to stay on the property longer than the lesser of a) the amount of time permitted by any property association rule or restrictive covenant, or c) City ordinance, or b) TWENTY-ONE (21) DAYS (whichever is less) without the express written consent of the MANAGER. This period is cumulative and non-consecutive with no re-set.
30. **PARKING RULES:** TENANT/S may not permit more than 2 vehicles, including but not limited to automobiles, trucks (3/4 ton or less), motorcycles, all-terrain vehicles, jet-skis, boats, trailers or recreational vehicles to be parked on the property at any given time, unless otherwise authorized by MANGER in writing. ALL motorcycles, all-terrain vehicles, jet-skis, boats, trailers or recreational vehicles MUST be parked in the garage and out of public view or off premise. NO parking is allowed in the yard at any time for any reason. ALL vehicles are to be parked in the garage, driveway, street or other designated parking area. No vehicle may be stored on the property, the street in front of the property or any property adjacent to this property at any time or for any reason. Disabled, non-working, not currently registered and/or currently inspected vehicles are not allowed on the property at any time for any reason. TENANT/S may not perform repairs or maintenance on any vehicle on the property at any time or for any reason. MANAGER, for ANY violation of this provision, without notice, may have the violating vehicle or vehicles towed at the TENANT/S' complete risk and expense. Guest parking may not exceed 2 vehicles at any time for any reason and guest MUST park in the driveway, the street in front of the property or designated parking area, NO parking in the yard is allowed at any time for any reason.
31. **SIGNS.** MANAGER may prominently display a "For Sale" or similarly worded sign or signs on the PREMISES at any time. MANAGER may prominently display a "For Lease" sign or similarly worded sign or signs on the PREMISES during the last SIXTY (60) days of the lease term or any renewal period.
32. **KEY BOX AUTHORIZATION.** A key box is a container in which a key to the property is placed. The key box may be placed on the property and opened with a special key, combination, or electronic method. **THE USE OF A KEY BOX DOES INVOLVE RISK (SUCH AS UNAUTHORIZED ENTRY, PROPERTY DAMAGE OR THEFT AND POSSIBLE PERSONAL INJURY).**
IF A KEY BOX IS AUTHORIZED, THE TENANT/S SHOULD:
a) safeguard and/or remove ALL cash, jewelry and/or other valuables,
b) discuss the advantages and disadvantages of a key box with the MANAGER, real estate professional, insurance agent, the TENANT/S attorney, and
c) be sure the TENANT/S have adequate personal property insurance.

IF A KEY BOX IS AUTHORIZED BY TENANT/S IT IS EXPRESSLY AGREED THAT MANAGER, MANAGER'S AGENT, PROPERTY OWNER, AND/OR REAL-ESTATE AGENT/S OR BROKERS SHALL NOT BE RESPONSIBLE OR LIABLE TO TENANT/S, TENANT/S' FAMILY, GUESTS, INVITEES AND/OR OTHER OCCUPANTS FOR ANY INCONVENIENCE, DAMAGES, LOSSES OR INJURIES ARISING FROM THE USE OF THE KEY BOX. TENANT/S ASSUMES ALL RISK OF LOSS, DAMAGE OR INJURY ASSOCIATED WITH THE PLACEMENT OF A KEY BOX ON THE PROPERTY.

- TENANT/S AGREES TO THE PLACEMENT OF A KEY BOX ON THE PROPERTY DURING THE LAST SIXTY (60) DAYS OF THE TENANT/S' OCCUPANCY. TENANT/S MAY WITHDRAW TENANT/S' AUTHORIZATION FOR SAID KEY BOX AT ANY TIME BY NOTIFYING MANAGER IN WRITING AND PAYING TO THE MANAGER A FEE EQUAL TO ONE (1) MONTH'S RENT. UPON RECEIPT OF NOTICE AND PAYMENT OF FEE, MANAGER WILL REMOVE KEY BOX WITHIN TWO (2) BUSINESS DAYS, SUBJECT TO ALL DELAYS BEYOND MANAGER'S CONTROL.**
- KEY BOX IS NOT AUTHORIZED.** TENANT/S has declined the installation of a key box by paying to the MANAGER a fee equal to ONE (1) month's rent.

33. **NOTICES.** Except as may be otherwise required herein or specified by law, all notices required or permitted hereunder to be given to TENANT/S shall be given, at MANAGER'S election, by email, regular mail, registered mail, courier, overnight service or personally delivered to TENANT/S and left in a conspicuous place inside the residence or taped to the front door if entry was not possible or by any other means as MANAGER sees appropriate. **ALL NOTICES FROM TENANT/S MUST BE IN WRITING AND MAILED TO THE ADDRESS AS SPECIFIED HEREIN FOR THE PAYMENT OF RENT OR RECEIPT OF NOTICES.** TENANT/S may stipulate, in writing, to MANAGER another other address to have any required notices from MANAGER hereunder be sent. All written notices from TENANT to MANAGER shall be to: 7 SWITCHBUD PL. PMB C192-308
THE WOODLANDS, TEXAS 77380

34. **SUBORDINATION.** This Lease and TENANT/S' leasehold interest hereunder shall be subject to, subordinate to, and inferior to any and all lien's or encumbrance's now or hereinafter placed upon the PREMISES by Owner or granted by Owner to another party in order to effect the purpose thereof and/or the advances made under such liens or encumbrances, to the interest payable on any such liens or encumbrances, and to any and all renewals of any such liens or encumbrances, and the rights of any such lien holders.

35. **TENANT/S PHONE NUMBERS and EMAIL.** TENANT/S must promptly (within forty-eight hours) inform MANAGER of TENANT/S' phone numbers (home, work and mobile) and email addresses (home, work and personal). Further, TENANT/S must promptly (within forty-eight hours of any change) inform MANAGER of any change made to TENANT/S' phone numbers or email addresses. Failure to do so shall be considered a breach of this agreement and the remedies provided herein exercised.

36. **TENANT/S IMPROVEMENTS.** The MANAGER, in writing, in advance, MUST approve ALL improvements to the property. All improvements unless otherwise agreed to, in writing, are to be performed by a professional licensed and insured contractor or installer. The contractor or installer is required to have workman's compensation and general liability insurance in the amount one million dollars (\$1,000,000.00) and to provide proof of same to MANAGER prior to starting any work. Further, all improvements are installed at the full and complete risk and expense of the TENANT/S. All improvements will inure to the benefit of the Owner and shall become a part of the property not to be removed at the termination of the lease, unless instructed, in writing, to be removed by the MANAGER.

37. **SMOKING.** TENANT/S acknowledges this is a "NON-SMOKING" property and agrees to not smoke and/or allow smoking ANYWHERE on the premise. Smoking or any evidence of smoking on the premise shall result in the automatic forfeiture of the security deposit as liquidated damages. TENANT/S shall, in addition, be fully liable for all damages including, but not limited to, the "Professional" cleaning of all carpets and the HVAC system, "Professional" deodorization treatment of the premise, HVAC system and all carpets for smoke odor, the complete repainting of the premise and, as may be determined at the sole discretion of the MANAGER the complete replacement of the carpet and/or carpet pad and/or HVAC ducts.
38. **SECURITY SYSTEMS.** TENANT/S understands and agrees that THE USE OF A SECURITY MONITORING DEVICE IS AT THE FULL RISK AND EXPENSE OF THE TENANT/S. Should the system become a nuisance, TENANT/S shall immediately disconnect the system or have the system appropriately repaired or replaced all at the TENANT/S' sole expense. TENANT/S is responsible for, but not limited to, all permits, fees for false alarms, fees associated with monitoring and/or the repair and maintenance of the security system. TENANT/S agrees to indemnify, defend and hold the PROPERTY OWNER, MANGER and MANAGER'S employees harmless from any and all causes of action what-so-ever as a result of TENANT/S' use or reliance on the security system.
39. **INSURANCE.** TENANT/S understands, covenants and agrees to obtain, prior to move in and release of keys a Texas Tenant's or Renter's Insurance Policy and to keep same in full force and effect on an ongoing uninterrupted basis throughout the term of the lease or any extension thereof and having a minimum Personal Liability coverage amount of \$200,000 (with no pet) and \$300,000 (with a pet) or as may be from time to time amended and published in the Policies and Procedures of MANAGER on the MANAGER'S website www.DooleyProperties.com and naming the PROPERTY OWNER and/or MANAGER and/or any other party as may be directed by MANAGER as an additional interest. **SHOULD THE TENANT/S FAIL TO STRICTLY COMPLY WITH THE PROVISIONS IN THIS PARAGRAPH THE TENANT/S' WILL BE IN DEFAULT OF THE LEASE AND SUBJECT TO ALL REMEDIES CONTAINED HEREIN INCLUDING EVICTION AND SHALL AUTOMATICALLY FORFEIT THE SECURITY DEPOSIT.**
40. **SPECIAL PROVISIONS.** TENANT/S agrees to pay MANAGER, in addition to all other amounts due MANAGER, liquidated damages in the amount equal to one month's rent for failure to comply with the special provisions outlined below and/or the attached addendum.
41. **DOCUMENTS.** This agreement has been executed in multiple copies, one for TENANT/S, one for MANAGER. It is the sole and complete responsibility of TENANT/S to ensure he/she/they have received a fully executed copy of this document in either paper or electronic form. TENANT/S herewith acknowledge/s receipt of this document and all attachments hereto. Additional copies of this document will be made for TENANT/S at TENANT/S request for a pre-paid fee of \$35.00 per copy (paper or electronic copy).
42. **POLICIES and PROCEDURES.** MANAGER'S Policies and Procedures are posted on the MANAGER'S website at www.DooleyProperties.com and attached hereto by reference. TENANT/S covenant to have read and agrees to abide by said Policies and Procedures as current and from time to time amended by MANAGER. Where a conflict between this lease and the Policies and Procedures occur TENANT/S agree to seek clarity, in writing, from the MANAGER and in lieu of such clarification the most stringent shall control. MANAGER reserves the right to amend the Policies and Procedures from time to time at will and without notice and to maintain a current copy on MANAGER'S website.

43. **GENERAL.**

- 1) This written agreement contains the entire agreement between the parties. **THE PARTIES HERETO STIPULATE TO AND COVENANT THAT NO ORAL AGREEMENTS OR REPRESENTATIONS HAVE BEEN MADE.**
- 2) This agreement may be modified only in writing and becoming effective only when signed by all of the parties hereto.
- 3) MANAGER has relied upon the accuracy of every part of TENANT/S application and any false or misleading statement therein shall be cause for the termination of this agreement by MANAGER.
- 4) Judicial declaration of the invalidity of a part or parts of this agreement or any attachment hereto shall not invalidate the remainder.
- 5) **IN ANY LEGAL PROCEEDING PURSUANT TO THIS LEASE, INCLUDING A SUIT TO ENFORCE THIS LEASE OR TO COLLECT DAMAGES FOR ITS BREACH, THE MANAGER (IF THE VERDICT BE IN FAVOR OR PARTIAL FAVOR OF MANAGER) SHALL ENTITLED TO RECOVER ATTORNEY'S FEES, COSTS OF COURT AND INTEREST AS SET BY THE COURT UPON ALL SUMS DUE.**

44. **TEXAS PROPERTY CODE §92 AFFECTING TENANT/S**

- 1) **§92.108, TEXAS PROPERTY CODE PROVIDES THAT A TENANT/S MAY NOT WITHHOLD PAYMENT OF ANY PORTION OF THE LAST MONTH'S RENT ON GROUNDS THAT THE SECURITY DEPOSIT IS SECURITY FOR UNPAID RENT.**
- 2) **BAD FAITH VIOLATIONS OF §92.108 MAY SUBJECT A TENANT/S TO LIABILITY UP TO 3 TIMES THE RENT WRONGFULLY WITHHELD AND THE MANAGER'S REASONABLE ATTORNEY'S FEES.**
- 3) **THE PROPERTY CODE DOES NOT OBLIGATE A MANAGER TO RETURN OR ACCOUNT FOR THE SECURITY DEPOSIT UNTIL THE TENANT/S SURRENDERS THE PROPERTY AND GIVES THE MANAGER A WRITTEN STATEMENT OF THE TENANT/S' FORWARDING ADDRESS, AFTER WHICH THE MANAGER HAS 30 DAYS IN WHICH TO ACCOUNT.**

45. **SEVERABILITY or NON-ENFORCEABILITY PROVISION.** If any of the terms, conditions or provisions contained herein shall be deemed invalid, void, or contrary to the Texas Property Code Chapter 92 or for any reason unenforceable, then that term, condition or provisions shall be amended, diluted or deemed severable and shall not affect the validity and enforceability of any of the remaining terms, condition or provision contained herein.

46. **ENFORCEMENT PROVISION.** All rights and remedies given MANAGER hereunder shall be, to the extent not in conflict with each other, cumulative and exercisable at the election of MANAGER. The exercise or failure to exercise, any right or remedy of MANAGER hereunder shall not alter or diminish MANAGER'S right to exercise same or any other right or remedy given MANAGER by this agreement or by law.

47. **DEFEND AND HOLD HARMLESS.** TENANT/S covenants and agrees to indemnify, defend and hold the PROPERTY OWNER, MANAGER, MANAGER'S agents, officers and/or employees harmless from and against any and all causes of action, expense, including defense costs and legal fees, and/or claims for damages of any nature whatsoever arising from or connected with or related to TENANT/S', TENANT/S' family, guest or invitees and/or TENANT/S' pets from improper or negligent (whether intentional or accidental) use of this premise including claims of TENANT/S' family, guest or invitees and/or TENANT/S' pets. TENANT/S ARE REQUIRED TO HAVE AND TO MAINTAIN ON A CONTINUAL AND ONGOING BASIS (AT ALL TIMES) A TEXAS TENANT'S OR RENTER'S POLICY OF INSURANCE WITH LIABILITY COVERAGE NAMING THE PROPERTY OWNER

AND/OR MANAGER AND/OR ANY OTHER PARTY AS MAY BE DIRECTED BY MANAGER AS AN ADDITIONAL INTEREST (SEE PARAGRAPH 39, "INSURANCE")

48. **SCRIVENERS ERRORS.** TENANT/S AGREES TO RE-EXECUTE THE LEASE FOR CORRECTIONS TO THE LEASE FOR TYPOGRAPHICAL OR UNINTENTIONAL ERRORS OR OMISSIONS that are in conflict with fact or in conflict with MANAGER'S published Policies and Procedures (as from time to time amended) or published rates or fees in effect at the time of the lease signing.
49. **ASSIGNMENT.** MANAGER may transfer and/or assign this agreement the deposit of TENANT/S to any other party as THE MANAGER in its sole discretion may determine.
50. **GOVERNING LAW and VENUE.** This agreement shall be subject to and governed by the laws of the State of Texas. ALL causes of action shall be brought and settled in Montgomery County, Texas

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ACKNOWLEDGMENTS

READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ANY PART OF IT, SEEK INDEPENDENT LEGAL ADVICE. THE CONTRACTUAL TERMS CONTAINED HEREIN ARE NOT PRESCRIBED BY LAW AND ARE SUBJECT TO NEGOTIATION BETWEEN THE PARTIES. ONCE THIS AGREEMENT HAS BEEN SIGNED, EACH AND EVERY PROVISION CONTAINED HEREIN SHALL BE BINDING UPON THE PARTIES HERETO.

ACCEPTED AND EXECUTED in multiple copies this _____ day of _____

TENANT/S:

BY: _____ TENANT

PRINTED NAME: _____ Email: _____

BY: _____ TENANT

PRINTED NAME: _____ Email: _____

PHONE: _____

: _____

: _____

: _____

DOOLEY PROPERTIES LLC - PROPERTY MANAGER:

BY: _____ MANAGER

PRINTED NAME: LISA VIOLET Email: LViolet@tfdc.net

ADDRESS: MAILING: 7 SWITCHBUD PL. PMB C192-308, THE WOODLANDS, TX 77380
PHYSICAL: 1300 S. FRAZIER, SUITE 103, CONROE, TX 77304

Email: noreply@dooleyproperties.com

PHONE: (281) 378-2180 EXT. 708 | Office

: (936) 756-4820 | Fax

: _____ | Other