



# UNIVERSITY CLUB APARTMENTS LEASE CONTRACT

*This is a binding contract. Read carefully before signing.*

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

## MOVING IN – GENERAL INFORMATION

**1. PARTIES.** This Lease Contract (the 'Lease) is between us, **The University Club Apartments** and, you, \_\_\_\_\_, the tenant.

You've agreed to rent Bedroom \_\_\_\_\_ in Apartment No. \_\_\_\_\_ at \_\_\_\_\_ (street address) in San Marcos, Texas 78666 for use as a private residence only. The terms "you and "your" refer to the Tenant listed above, and a person authorized to act in the event of a sole Tenant'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.

**2. OCCUPANTS.** The Apartment will be occupied by only the Tenant listed above. No one else may occupy the Apartment. People not listed above may not stay for more than \_\_\_\_\_ consecutive days in one month, without permission from management.

**3. LEASE TERM.** The initial term of the Lease begins on \_\_\_\_\_ and ends \_\_\_\_\_. **IF YOU WISH TO CONTINUE TO LIVE AT UNIVERSITY CLUB APARTMENTS AFTER YOUR LEASE TERM EXPIRES OR IF YOU WISH TO RETURN AND LIVE AT UNIVERSITY CLUB APARTMENTS IN THE FALL AFTER YOUR LEASE TERM EXPIRES, YOU MUST COMMIT IN WRITING WITH OUR LEASING OFFICE NO LATER THAN THIS DATE:** \_\_\_\_\_

IF YOU FAIL TO COMMIT BY THE DATE ABOVE, WE CANNOT GUARANTEE YOU SPACE AT UNIVERSITY CLUB APARTMENTS AT THE CONCLUSION OF YOUR LEASE TERM.

**4. SECURITY DEPOSIT.** Your security deposit is \$\_\_\_\_\_, due on or before the date this Lease is signed. This amount *does not* include an animal deposit. Any animal deposit will be stated in an animal addendum. This amount may not be the same for other Tenants in the Apartment. The security deposit is not a pre-payment of rent.

**5. NON-REFUNDABLE DEPOSITS.** \$\_\_\_\_\_ Application fee. This is non-refundable and paid upon turning in the application. It is not to be considered a security deposit or a pre-payment of rent.

\$\_\_\_\_\_ Re-dec fee. This is non-refundable and due before you may take possession. It will be applied to all costs of re-decorating, deep cleaning (if necessary) and general maintenance to prepare the apartment for leasing.

**6. KEYS AND FURNITURE.** You will be provided \_\_\_\_\_ apartment key(s) and \_\_\_\_\_ mailbox key(s). Anyone who is not listed as a Tenant is not entitled to any keys, unless prior written permission is granted and is on file in the leasing office.

Your apartment will be  Furnished or  Unfurnished. (check one)  
Tenant must not remove or loan any item (including fixtures, furniture and appliances) provided with the Apartment.

**7. RENT.** You will pay \$\_\_\_\_\_ per month for rent, in advance, without demand. Rent is due the 1<sup>st</sup> of each month. Rent payments may be made at the on-site leasing office or in the on-site drop box. Prorated rent from \_\_\_\_\_ (move in day) to \_\_\_\_\_ (last day of first month) in the amount of \$\_\_\_\_\_ shall be due on or before the first day of your tenancy. You may not withhold or offset rent unless authorized by statute. **Under no circumstances will we accept CASH as a rent payment. No agent or manager is allowed to accept cash. Rent must be paid by check, money order, credit card or cashier's/certified check.**

**8. LATE PAYMENTS.** Rent is not paid until actually received by us. Time is of the essence. If you don't pay all rent on or before the 3<sup>rd</sup> day of the month, you will pay an additional late charge of \$\_\_\_\_\_ plus a late charge of \$\_\_\_\_\_ per day after that date until paid in full. All rent payments made after the due date or payments made to cover checks that have been returned for insufficient funds must be paid in the form of certified/cashier's check or money order.

**9. NSF OR RETURNED CHECKS.** For each returned check or rejected automatic electronic default you will pay a charge of \$25 plus any associated late fees.

**10. ANIMALS.** No animals (including, but not limited to, mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the Apartment or apartment community unless we've so authorized in writing. All occupants with a pet must sign a separate animal addendum and pay an animal deposit. We will allow a support animal for a disabled person upon receipt of a **written statement** from a qualified professional verifying the need for such an animal. You must not feed stray or wild animals. Violations of the animal restrictions subject you and the other occupants to charges, damages and eviction along with any remedies provided by this Lease or the animal addendum. You may be charged for defleaing, deodorizing and shampooing the Apartment if any animal occupies your apartment at any time. The parties agree that animal charges are liquidated damages for time and overhead for enforcement of the restrictions and rules. This Lease authorizes us to remove an unauthorized animal by leaving notice of our intent to remove the animal within 24 hours. The animal may be kept by us or we may turn it over to the humane society or animal shelter. Any injury sickness or loss of the animal will not be our fault if such procedures are followed. We will return the animal to you after you have paid any expenses for reasonable care and kenneling charges if the animal has not be turned over to the humane society or shelter. If you violate the animal restrictions under this Lease or animal addendum or any of the rules associated with animals, you will pay a \$\_\_\_\_\_ fee until corrective actions have been taken. If caught with an unauthorized animal anywhere in the apartment community you will pay a fee of \$\_\_\_\_\_ and \$\_\_\_\_\_ per day until the animal has been removed or until you register your animal with management and pay the required animal deposit.

**11. UTILITIES.** You will be responsible for all utilities (utilities include, but are not limited to natural gas, water, waste-water, electricity and trash). You will also be responsible for related deposits, and any charges or fees, on such utilities during your Lease term. You must not allow any utilities to be cut off or switched for any reason – including non-payment of your bill – until the end of your Lease term. 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 Apartment all charges associated will be charged to your account. You acknowledge that you shall not be entitled to compensation in any manner for interruptions of utility services resulting from scheduled or unforeseen interruptions. You will have exclusive responsibility for optional services such as internet, telephone and television.

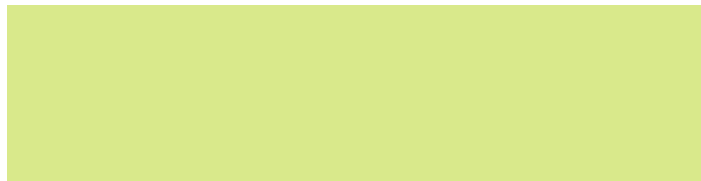
**12. INSURANCE.** Our insurance does not cover the loss or or damage to your personal property. You are *[check one]*:  
 required to buy and maintain renter's or liability insurance (see attached addendum), or  
 not required to buy renter's or liability insurance.

If neither box 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. Renter's insurance does not cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance. You must initial this paragraph: \_\_\_\_\_

**SPECIAL PROVISIONS AND "WHAT IF" CLAUSES**

**14. SPECIAL PROVISIONS.** If you are an employee of Eenhoorn LLC and are terminated from your job, you will have 10 days to vacate the premises.

The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become part of this Lease and will supersede any conflicting provisions of this printed Lease form:



**15. UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** You will be liable of a re-letting charge of \$\_\_\_\_\_ (not to exceed 85% of the highest monthly rent) if you:

- (1) Fail to move in; or
- (2) Move out without paying rent in full for the entire Lease term or renewal period; or
- (3) Move out at our demand because of your default; or
- (4) Are judicially evicted.

*The re-letting fee is not a cancellation or buyout fee and does not release you from your obligations under this Lease. The parties agree that the re-letting fee is a liquidated amount covering only part of our damages. These damages are uncertain and difficult to ascertain. You agree that the re-letting fee is a reasonable estimate of such damages and that the charge is due whether or not our re-letting attempts succeed. The re-letting 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.*

**13. 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 door viewer (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 will have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code §92.165(1).

Subject to some limitations, under Texas law you may at any time ask us to: (1) install one keyed deadbolt on an exterior door if it does not have one; (2) install a security bar on a sliding glass door if it does not already have one; (3) change or rekey latches or locks. We are required by law to 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) re-keying that you request (except when we failed to rekey after the previous tenant moved out); and (2) repairs or replacements due to misuse or damage by you, your family, occupants or guests. You must pay immediately after the work is done unless state statute authorizes advance payment. You must also pay for additional or changed security devices you request, in advance or afterward, at our option.

A Tenant may not remove, change, rekey, replace or alter a security device or have it removed changed, rekeyed, replaced or altered without our written permission.

**16. DAMAGES AND REIMBURSEMENT.** You must promptly pay or reimburse us for loss, damages, consequential damages, government fines or charges or cost of repairs or service in the apartment community due for a violation of the Lease or rules; improper use, negligence, other conduct by you or your family, invitees, guests, or occupants; or any other cause not due to our negligence or fault. You are liable for fines imposed on us by a governmental entity if you or your occupant(s) actually caused the damage or other conditions on which the fines are based pursuant to Texas Property Code §92.106. You will indemnify and hold us harmless from all liability arising from the conduct of you, your invitees, guests or occupants, or other representatives who perform at your request services not contemplated by this Lease. **Unless the damage or wastewater stoppage is due to our negligence, we are not liable for it and you must pay for repairs, replacement costs, and damages to the following if occurring during the Lease term or renewal period: (1) damage to doors, windows or screen (2) damage from windows or doors left open and (3) damages from wastewater stoppages caused by improper objects in the lines exclusively servicing your Apartment.** We may require payment at any time, including advance payment of repairs for which you are liable. Delay in demanding funds you owe is not a waiver.

**17. CONTRACUTAL LIEN AND PROPERTY LEFT IN APARTMENT.** **All property left in the Apartment is (unless 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/bedroom areas and exterior patios, balconies, garages and storerooms for your exclusive use.

**Lien for Rent and Personal Property** **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 your 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 50).

**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 the 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, re-letting 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 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 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.

**18. FAILURE TO PAY FIRST OR LAST MONTH'S RENT.** If you don't pay the first month's rent when or before this Lease begins, all future rent will be automatically accelerated without notice and immediately due. We may end your right of possession and recover damages, future rent, re-letting charges, attorney fees, court costs and other lawful charges. Our rights, remedies and duties in this Lease apply to rent acceleration under the Lease. If you withhold payment of the last month's rent when it is due, we will presume you have acted in bad faith and you will be liable for 3 times the amount of rent withheld and our reasonable attorney's fees in any suit to recover rent.

**19. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease changes are allowed before the initial Lease term expires, except those permitted under this paragraph or special provisions, written

modifications agreed by you and us and reasonable changes to apartment rules. If during the term of this Lease there are increases in operating costs, we may increase the rent in proportion to the amount of the operational cost increases. Such increases may include services for electricity, heating fuel, property taxes and premiums for liability, fire, or workers compensation insurance that we have incurred. The increases shall be passed on to you proportionately to the gross square footage of your Apartment of the total affected premises. The new modified Lease will begin on the date stated in the notice (no signatures are necessary) unless you give us written notice of move-out under paragraph 47. That notice applies only to the end of the current Lease or renewal period.

**20. DELAY OF OCCUPANCY.** If possession is or will be delayed for construction, repairs, cleaning or a previous Tenant's holding over, we're not responsible for the delay. The Lease will remain in force subject to: (1) abatement of rent on a daily basis during the delay and (2) your right to terminate the Lease as set forth below. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease 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 below, you may terminate up to the date when the Apartment is ready for occupancy, but not later than such date.

- (a) If we given written notice to you *when or after* the Lease begins and the notice states that occupancy has been delayed because of construction or a previous tenant's holding over, and that the Apartment will be ready on a specific date, you may terminate the Lease within 3 (three) days ***in writing*** of your receiving the notice but not later than that time.
- (b) If we give notice to you *before* the effective Lease 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 within 7 (seven) days ***in writing*** after any of you receives written notice, but not later than that time. The readiness date is considered the new effective begin date of the Lease. This new day may not be moved to an earlier date unless we and you agree.

**21. DISCLOSURE RIGHTS TO THIRD PARTIES.** If someone requests information on you or your rental history for law-enforcement, governmental or business purposes, we may provide it without your consent. At our request, any utility provider may furnish us with information about pending or actual connections or disconnections of utility service to your unit.

**22. PEST CONTROL.** We will make every attempt to eliminate insects, rodents and other pests from the premises before you move in. However, we do not guarantee at any time that your Apartment is free of pests. In the event of Bed Bugs, we agree to inform you of pertinent information regarding prevention, treatment and extermination. You will be required to execute a Bed Bug Addendum which is considered an integral part of this Lease. In the case of an infestation, you may be held liable for the cost of pest remediation/extermination and incidental damages.

## WHILE YOU'RE LIVING IN THE APARTMENT

**23. COMMUNITY POLICIES OR RULES.** You and all guests, invitees, family and occupants must comply with any written apartment rules or community policies, including instructions for care of our property. Our rules are considered part of this Lease. 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 the dollar amounts listed on page 1 of this Lease.

**24. 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 an appropriate receptacle 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. You, your occupants or guests may not use candles, kerosene lamps or heaters anywhere in the Apartment or apartment community without our prior written permission. We may prohibit you from cooking on balconies or outside or soliciting 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 guest(s) or others who, in our judgment, have been violating the law, violating this Lease 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.

**25. 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), engaging in threatening violence; possessing a weapon prohibited by state or federal 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 appliance/utility closets; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; using windows for entry or exit; heating the apartment with gas-operated cooking stove; or injuring our reputation by making bad faith allegations against us to others.

**26. RELEASE OF TENANTS.** Unless you are entitled to terminate the Lease, you will not be released from the Lease 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-tenants or occupants, bad health, death or property purchase. *You may have special statutory rights to terminate this Lease early in certain situations involving family violence or a military deployment or transfer.*

**27. MILITARY PERSONNEL CLAUSE.** You may terminate this Lease if you are enlisted, drafted, or commissioned to serve in the U.S. Armed Forces. You may also terminate if:

(a) 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.

(b) You (i) receive orders for a permanent relocation (ii) receive orders to deploy with a military unit or (iii) are relieved of an active duty.

**You must give a written 30 (thirty) day notice and pay all amounts due through this notice.** The Lease will be terminated if this notice requirement is fulfilled. You must also furnish your orders or proper documentation regarding your change-of-station. After you move-out, your security deposit will be returned minus unpaid rent, damages beyond normal wear and tear and any other outstanding charges. You must provide a forwarding address within four days of moving out. If you falsify orders or otherwise commit fraud you agree to pay liquidated damages for our loss.

**28. RESIDENT SAFETY AND LOSS.** You and all occupants and guests must exercise due care for your own and other's safety and security, especially in the use of smoke and other detection devices, door and window locks, and other safety or security devices.

**Detection Devices.** We will furnish smoke detectors as required by law and we'll test them and provide working batteries when you 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. A smoke detector that is in good working order at the time you take possession is presumed to be in good working order until you request a repair. **You must not disconnect, disable or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. If you do so, you may be liable to us under Section 92.2611 of the Texas Property Code for \$100.00 plus one month's rent, actual damages and attorney's fees. You will be liable for any property loss or damage as a result from fire, smoke or water.**

**Casualty Loss.** We are not liable to any resident, guest, invitee or occupant for personal injury or loss of personal property due to fire, smoke, rain, flood or actions of employees in the Apartment or the apartment community.

If after a casualty loss the Apartment is, as a practical matter, totally unusable for residential purposes and if the casualty loss is not caused by the negligence or fault of a Tenant, occupant, member of the Tenant's family, or a guest or invitee of the Tenant, either party may terminate this Lease upon five days notice by **giving written notice to the other any time before repairs are completed.** If the Lease is terminated, you are entitled only to a pro rata refund of rent from the date you move out and to a refund of any security deposits, less lawful deductions. If after a casualty loss the Apartment is partially unusable for residential purposes and if the casualty loss is not caused by the negligence or fault of a Tenant, occupant, member of the Tenant's family or a guest or invitee of the Tenant, the parties agree that you will be entitled to a reduction in the rent in an amount proportionate to the extent the premises are unusable because of the casualty.

If after a casualty loss the Apartment is totally unusable for residential purposes and Tenant, an occupant, member of the Tenant's family, or a guest or invitee of the Tenant is responsible for the casualty loss, you and all others must vacate the Apartment and will remain liable for the rent and damages through the term of the Lease.

**Security Measures.** You will not 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. 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. 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.

**29. KNOW YOUR NEIGHBORS.** Certain individuals convicted of certain sex-related crimes are required to register their name and current address on an index maintained by the state or county in which they reside. You may access that index in order to determine whether any such individuals live in proximity to a certain location. The public may access the internet to view all sex offenders in Texas. The state-wide Sex Offender Registry can be obtained through the internet at <https://records.txdps.state.tx.us>. The public may also contact the local Sheriff to view a list of sex offenders listed in their county.

**30. CONDITION OF PREMISES AND ALTERATIONS.** You accept the Apartment, fixtures, and furniture (if provided) as is. We will provide an inventory checklist and condition form on or before the move-in date. You will have one week from the time you are provided this form to note the condition of the Apartment and all furnishings, sign it, and return it to our representative. If you fail to do so, the Apartment and the furnishings will be presumed to be in clean, safe and good working order. You shall not make repairs, paint, hang wallpaper, lay carpet, make electrical changes or alter the Apartment without our prior written permission. You shall not make holes or place stickers inside or outside the Apartment. No water furniture, washing machines, additional phone or TV cable outlets/jacks are permitted without our prior written permission. Also, you cannot install alarm systems, make lock changes, additions or rekey the locks unless statutorily permitted or we give you prior written permission (and in all cases, we must be provided with a key). Satellite dishes or antennas may be installed if the parties execute a separate addendum for that purpose. Such systems must comply with federal and state law. You agree not to alter, damage or remove our property. Upon move-in, we will supply light bulbs for lighting devices we provide; after taking possession of the Apartment, you will be responsible for replacing them. Any and all improvements in the apartment become fixtures and belong to us upon you moving out unless we otherwise agree in writing.

**31. REPAIRS, MALFUNCTIONS AND LIABILITY. ALL REQUESTS FOR REPAIRS OR SERVICES MUST BE PUT IN WRITING AND SIGNED BY OUR REPRESENTATIVE** (except in case of emergency, overflowing sewage, gas explosions, fires, smoke, flooding, electrical shorts or crime in progress). Our written request for your oral request does not constitute a written request from you.

Our compliance with or response to any oral request regarding security or non-security matters does not waive the strict requirement for written notices under this Lease. You must promptly notify us in writing of water leaks, mold, electrical issues, malfunctioning lights, broken or missing locks and any other conditions which materially affect the health and safety of the ordinary occupant. We may change or install utility lines or equipment serving the Apartment if the work is done in a reasonable manner without substantially increasing your utility costs. We may turn off or disable equipment and interrupt utilities as necessary to avoid property damage or perform work or repairs. 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 the next business day or as soon as reasonably possible.

**32. WHEN WE MAY ENTER.** If you or any occupant is present, any persons doing repairs, contract work, maintenance or others directed by our representatives may enter your Apartment at reasonable times for the purposes listed in this paragraph. If no one is present, such persons may enter peaceably by using a duplicate or master key at any reasonable times. Written notice of entry will be left in a conspicuous place in the Apartment immediately after the entry. If entry is made responding to your request to make repairs, to perform routine maintenance on the Apartment, pest control, remove health or safety hazards, allowing law enforcement access under valid right of law or statute, showing the Apartment to prospective tenants or to public and private inspectors, exercising contractual lien rights or removing abandoned property, and for any other purpose not listed we will give you 24 hour notice of our intent to enter or as much as reasonably possible based on circumstances.

## PER PERSON

**33. MULTIPLE OCCUPANTS.** Each Tenant is jointly and severally liable for all Lease obligations, including those acts by other occupants or guests. If any occupant or guest violates this Lease, all Residents are considered to have violated this Lease. Our requests and notices to any Resident constitute notice to all Residents. Each Resident is considered an agent for all Residents for purposes of service in any eviction lawsuit. Any Resident who defaults under the Lease may indemnify the Resident not in default and guarantors, if any.

**34. PER PERSON.** You may occupy this Apartment with other co-Residents without being jointly liable for rent and various other obligations owed by the other co-Residents. We will not assign another person to share a bedroom with you. The Apartment has a separate bathroom for each bedroom and you will have exclusive use of the bathroom adjacent to your bedroom. You will share use and occupancy of the apartment's common living areas with up to \_\_\_\_\_ other persons who lease from us and share common living areas of your Apartment. The common living areas include the kitchen, living room, any private balconies or patios and any storage rooms assigned to your apartment. The occupancy of your bedroom by any other than an occasional guest shall entitle us to recover from you an additional amount of rent equal to that being paid by you. Collection of such additional rent shall not impair our right to declare the Lease in default and pursue any of our other remedies at law or in equity.

**35. KEYS.** Upon written request by you, we will at your expense (1) rekey the lock(s) on the exterior door of the Apartment and provide a key to all other co-

residents in the Apartment, and (2) rekey the lock on your bedroom door(s) and provide a key to you. If you want other co-Tenants to share the cost, they must also sign the request. If your Apartment or bedroom is rekeyed without a request from you and you are still living in the Apartment, we will furnish you a new key.

**36. SECURITY DEVICES.** Upon written request by you, we will install at your expense a keyed deadbolt on the door(s) that provide access to your bedroom. A bedroom door opening into the interior of the Apartment is not an exterior door for the purposes of the security device statute.

**37. 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 Apartment or common area caused 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 Apartment and common areas if we cannot, in our reasonable judgment, ascertain the identity of who was at fault. Residents will be jointly and severally liable for any damage to any portion of the common living area (including but not limited to furniture and appliances).

**38. REQUESTS AND NOTICES.** A notice of your intent to move out must be signed by you personally. A request by anyone residing in your Apartment 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, 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 Apartment may be addressed to "all Residents" of your Apartment. A notice intended by us for all Tenants in a multi-unit community may be addressed to "all Tenants."

**39. DEFAULT.** The Tenant defaults contained in the Lease will be limited to conduct by you or your invitees or family or to conduct in which you or they participated. The remedies for default committed solely by another co-Resident will be limited to those that affect that co-Resident only.

**40. 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.

**41. RELOCATION.** To the extent practical in our sole judgment we will try to honor requests for residing in a particular apartment. If we receive a joint request *in writing* from you and another Tenant to exchange bedrooms, within 10 days after your initial occupancy and you comply with our procedures and required documentation, you may change bedrooms without being subject to a transfer fee. **All transfers require prior approval from us.** We reserve the right to deny any transfer request. If you wish to transfer after the first 10 days of your occupancy, you must first make the required documentation, and pay a transfer fee of \$\_\_\_\_\_ and any other fees or damages. 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 a transfer fee, to relocate you to another bedroom in the Apartment or to another apartment within the community. We will assist you in moving your personal property and pay for rekeying if we require transfer.

## SUBLETTING

**42. ASSIGNMENTS OR SUBLETTING.** You shall not assign this Lease, or sub-let or grant any license to use the Apartment or any part thereof without our prior written consent. Our consent to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting or license without our prior

written consent or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at our option, terminate this Lease. You will be responsible for all related fees and charges for assignment or subletting of your rights and duties under this Lease.

## RESPONSIBILITIES OF OWNER AND TENANT

**43. OWNER'S RESPONSIBILITIES.** We are obligated to keep common areas reasonably clean and, subject to certain conditions of the Lease, maintain fixtures; hot water; heating and air conditioning equipment, make all reasonable repairs (subject to your obligation to pay for damages for which you are liable), and substantially comply with all applicable laws regarding health safety and fair housing.

Violations by us allow you to terminate the Lease and exercise certain remedies under Section 92.056 of the Texas Property code only if

- (a) all rent has been paid and current and you have made a **written request** for repair or remedy of the condition after which we will have a reasonable time for repair or remedy; and
- (b) if we don't make the repair or remedy, you must make a second **written request** for such repair – then we have a reasonable time for repair or remedy; and
- (c) if the repair or remedy has not been done within a reasonable time, you may immediately terminate this Lease by giving us a **final written notice**. Other remedies by law may be exercised.

You may give us one written request instead of two, if you do so by certified mail, return receipt requested. The term "reasonable time" takes into consideration the extent of the problem, the availability of materials and labor, the time customarily needed to complete the job and the maintenance demands by other residents of the apartment community. To exercise any such remedies, your rent must be current. All steps will be taken to comply with the law in refunding deposits and pro-rating your rent.

**44. DEFAULT BY TENANT.** You are in default if (a) you don't pay rent or other amounts owed on the date owed, (b) you or any occupant, guest or invitee violates this Lease (including violations of the utility clause), apartment rules (including noise violations) or any criminal law on the premises of the apartment community, (c) you abandon the apartment, (d) you provide us with false information on the rental application, (e) you or any occupant is arrested,

charged, detained or given deferred adjudication probation or pretrial diversion for any felony offense, any sex-related crime, or any crime involving the possession, manufacture or delivery of any controlled substance or drug paraphernalia as defined in the Texas Controlled Substances Act, (f) any illegal drugs or paraphernalia are found in your Apartment, (g) you or any occupant makes an invalid habitability complaint to an official or employee of a utility company or the government in bad faith.

**Eviction.** If you default on this Lease, we may end your occupancy by giving you a written 24-hour notice. Notice may be by mail, certified mail, personal delivery or notice affixed to the entry door of the Apartment. Termination does not release you from being liable for rent due, future rent due or any other obligations of this Lease. Accepting any monies after notice has been given does not waive our right to eviction.

**Accelerating Rent.** All rent under the remainder of the Lease or any renewal periods remaining may be accelerated automatically without notice to you if: you move out, remove property in preparing to move out or give written or oral notice of intent to move out before the Lease term expires and you have not paid all rent for the entire lease term. You are in default for such conducts for which we do not need to give you notice. Remaining rent is accelerated if you are evicted or more out upon our demand because you defaulted.

**Holdover.** You or any occupant, guest or invitee may not hold over beyond the date of the move out unless we agree in writing to let you do so. If you do hold over, all holdover rent is due in advance on a daily basis and may become delinquent without notice or demand, rent may be increased by up to 25% over the rental rate at the time, and you will be liable for all rent for the full term of any previously signed Lease of a new tenant who cannot occupy the Apartment because of your hold over.

**Other Remedies.** If your rent is delinquent and we give you five (5) days prior written notice, we may terminate electricity that we have furnished at our expense, unless government regulations provide otherwise. Unpaid amounts may be reported to credit reporting agencies. **By defaulting, you will repay**

us any amounts stated to be rental discounts or concessions agreed to in writing, in addition to other sums due. Also default entitles us to all legal remedies including termination and lockout. Unless a party is seeking exemplary or punitive damages, the prevailing party may recover from the non-prevailing party's attorney's fees and other costs of litigation. We may recover attorney's fees in connection with enforcing our rights. All unpaid amounts may bear 18% interest per year from the due date, compounded annually. All

collection agency fees must be paid within 10 days after we demand payment by mail and if not paid, collection fees will be added as additional charges.

**Mitigation of Damages.** If you move out early or default on the Lease, we will exercise our right to minimize our damages. All subsequently collected rent will be credited against your liability for rent due through the end of your Lease term.

## GENERAL CLAUSES

**45. MISCELLANEOUS.** This written Lease is our entire agreement and any oral promises are not binding. Our representatives have no authority to terminate or modify this Lease unless they do so in writing and all parties sign on the changes (the exception being apartment and apartment community rules – Tenant's signature is not required on those changes). No action or omission by us will be considered a waiver of any right we might have. Our failure or refusal to enforce one right, does not waive any other past, present or future rights we may have. Exercising one remedy does not constitute a waiver of other rights and remedies. Except when notice or demand is required by statute, you waive any right to notice and demand for performance from us for default. Notice is given to us if given to our managers. Fax signatures are binding and notices *may not* be given by email or other electronic means. **All notices must be signed and dated.** No employee, agent or management company is personally liable for an action taken on behalf of the owner. All documents and notices may be in English and, at our option, in any other language you read or speak. All Lease obligations must be

performed in the county where the Apartment is located. Cable channels during the Lease term may be changed if the changes are uniform to all Tenants. You are not to waste utilities and must use them only for ordinary household purposes. You must use only battery operated lights if the electricity is interrupted. The provisions of this Lease are severable, and in the event that any provision of this Lease shall be determined to be invalid or unenforceable under controlling law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Lease.

**46. PAYMENTS.** When payment is made to us, we may apply money received first to unpaid obligations to us and then to current rent – regardless of the notation on the 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 have no obligation to accept any rent or other payments.

## WHEN MOVING OUT

**47. END OF LEASE TERM.** At the end of your lease term (specified in paragraph 3 above) you must immediately and completely vacate the premises. The only exception to this is if you have committed to renew your lease prior to the date specified in paragraph 3. **THERE ARE NO EXCEPTIONS AND HOLDOVERS WILL NOT BE PERMITTED.**

**48. MOVE OUT.** All modifications of the move-out date must be in writing and signed by both parties. You agree not to move out early unless all the rent for the remainder of the Lease term is paid in full. Early move out may result in re-letting charges and acceleration of future rent. **You are strictly prohibited from applying any security deposits to rent.** All Tenants, guests and occupants must surrender possession of the Apartment no later than your lease expiration date in paragraph 3 in order for the deposit to be returned. To receive a return of any deposits, you must provide us ***in writing*** your forwarding address of moving out.

**49. CLEANING THE APARTMENT.** You must clean your Apartment completely before moving out. If all cleaning instructions are not followed satisfactorily, you may be liable for damages. You may request a move-out inspection by our representatives before turning in the keys. Any oral

statements made by our representatives are not binding and are subject to modification or correction.

**50. DEPOSIT RETURN, SURRENDER AND ABANDONMENT.** We will comply with Texas Law regarding security deposits. Regardless of any deductions from the security deposit, you will remain liable for unpaid rent, or damages caused by negligence, accident, or abuse of the Apartment by you, any occupant, invitee or guest. You are liable to us for charges for replacing the keys and access devices if you fail to return them on or before your actual move-out date, accelerated rent and any re-letting fees. We will mail you a security deposit refund less any lawful deductions and an itemized accounting of any deductions within thirty days of your surrender or abandonment of the apartment. "Surrender" means either the move-out date has passed and no one is occupying the Apartment or all apartment keys and access devices have been returned to us, whichever occurs first. "Abandonment" means all occupants have moved out, you have been in default for non-payment of rent for at least three consecutive days or utilities have been transferred or terminated or unpaid and you have failed to respond within two days of our notice left on the main entry door stating that we believe the Apartment has been abandoned. We consider abandonment to occur 10 calendar days after a sole resident has died.

