

**Common language overview of the residential lease contract for
408 Highway 24, Commerce, TX**

This is a shorter and easier read of what is in the contract. This document does not replace nor override the legal contract. If discrepancies are found, the legal contract shall take precedence over the explanations provided within this document. You are still obligated to understand the lease and bound by the terms of the full contract.

LEASE – GENERAL OVERVIEW

Parties.

You're renting the property at 408 HWY 24 in COMMERCE, TX 75428 for your personal and private residence.

Lease Term. You are only allowed to stay in the property during the dates listed in the lease. The lease can be renewed, renegotiated within 45 days of the end date. If we don't agree to a new lease, you must vacate the property by the end of the lease date. If you stay in the property past the end of the lease without a new lease agreement, the rent will double and you will owe costs the incurred by your overstay.

Digital lease management. We use an internet service to manage our rentals. You agree to use whatever service(s) we choose as long as it doesn't cost you money.

OCCUPANCY AND ACCESS

Occupants. The only people allowed to stay in the property are those listed on the lease.

Guests and additional occupants. If someone is not listed on the lease, they can only stay a maximum of 10 days per month. You can add more people if you wish (up to the maximum allowed) as long as they meet the screening criteria. Once they are added, they cannot be removed until the lease term expires.

Tenant Screening. We use Transunion to perform tenant screening (credit/background/eviction). This service makes a recommendation that we accept or decline you as a tenant. We are not obligated to allow anyone on the lease that Transunion recommends we decline. You are entitled to receive a full copy of whatever information was given to us in making our decision.

Maximum occupancy. You are allowed 2 people per bedroom- for this house, that means you are allowed 4 people total.

Continuous occupancy. If you are going to leave the property empty for more than 21 days, you should give us at least 3 days advance notice.

Keys and access. You will get 2 keys. Once your lease is over, you no longer have permission to be at or inside the property.

DEPOSITS, RENTS, AND LATE FEES

Security Deposit. You must pay your security deposit as a separate check when you sign the lease. It cannot be used toward rents or other payments- it is to be used toward repairing damage to our property.

Rent and Charges. Rent is due by midnight on the first day of the month without being asked or reminded. You must pay the full first month plus the pro-rated rent before moving in. For example, if you move in on the 15th- you'll owe rent for 15 days (that's the pro-rate) plus the full first month- so you will owe \$1800 before moving in.

You must pay in full and on time or you are violating the lease agreement.

Late Fees. Rent becomes late by midnight of the 3rd day of the month. If you don't pay rent by this time, you must pay 5% of the monthly rent as a late penalty in addition to the unpaid rent. If the rent and late payment are not made by the 7th day, we will send a request to vacate the property.

Returned or Rejected Payments, and Insufficient Funds. If we incur charges because of insufficient funds when you pay, you will pay those charges.

Failing to Pay First Month's Rent. You are not allowed to move in without paying the first month's rent (and pro-rated rent). If you don't make this payment in advance, we may cancel the lease agreement and lease to someone else.

Rent Increases and Lease Changes. We won't raise the rent or otherwise change the lease- except for small rules changes to protect the property.

OTHER FINANCIAL CONSIDERATIONS

Repair Charges. We pay for repairs of conditions affect your health or safety. Otherwise, you are responsible for covering the deductible of a service call on other maintenance issues.

Utilities and Services. You will pay for all utilities- and you must have the basics of electricity, water and trash in order to live in the property.

Insurance. Our insurance doesn't pay for your things. You are required to buy your own renters insurance within 14 days of the lease start date.

Order of Payments. When you pay us, we pay for outstanding charges (like repairs) first and then we apply it to rent. If we start the eviction process for failing to pay rent, we are not obligated to accept any partial or full payments- in other words, if we have to start eviction proceedings, we'll follow through to the end.

Unlawful Early Move-Out and Reletting Charge.

Your Responsibility. If you don't fulfill the full lease term (as in you don't ever move in or you move out before the lease ends), you will be charged 85% of 1 months rent for breaking the lease.

Not a Release. The reletting charge does not release you from the other obligations you retain including rent for the month, property repair, etc.

Security Devices.

What We Provide. We'll provide secure locks and latches on all exterior doors and windows as required by Texas law.

Who Pays What. You must pay for any lost keys- or if you want a lock rekeyed while you are in the property.

OTHER UTILITIES AND SERVICES.

Yard Maintenance. You are responsible to maintain the exterior yard and landscaping.

Interior Pest Control. The property was given to you bug free- and you agree to keep it that way.

Trash Receptacles. We'll provide an exterior trash can initially, but if it gets broken or stolen, you must pay to replace it.

CONTRACTUAL LIEN AND PROPERTY LEFT IN THE DWELLING

Lien Against Your Property for Rent. While we have no interest in your personal property, we reserve the legal right to confiscate your personal property as allowed by the law to pay for rent due.

Removal After We Exercise Lien for Rent. If we must confiscate property for delinquent rent, we will

leave a list of all items confiscated, and instructions on how to get it back.

Removal After Surrender, Abandonment, or Eviction. We may remove or store your personal property if you're judicially evicted or if you surrender or abandon the dwelling.

Storage: No duty. We are not obligated to put your items into storage if we place a lien on personal property for rents due. If we do, we're not liable for loss or damages and you must pay our packing/storage costs.

Storage: Redemption. If we have possession of your property, you can get it back when you pay what you owe plus the costs to store the items.

Disposition or Sale. We may also sell or throw away property if you surrender, abandon, or are evicted from the property. If we choose to sell, you are entitled to anything over what is owed to us.

DELAY OF OCCUPANCY.

Lease Remains in Force. If you can't move in by the date we say the property will be available, our liability is limited to an adjustment of rent due while you can't move in, and allowing you to end the lease agreement.

Your Termination Rights. If you choose to terminate the lease because we didn't have the property ready, we will refund your security deposit and advanced rent payments.

Notice of Delay. If we wait until the lease date starts before telling you the property won't be ready, you have 3 days to cancel the lease. If we give notice before the start of the lease date, you have 7 days to cancel the lease without penalty.

Disclosure of Information. We may share information about our rental experience and lease details with credit reporting agencies, law enforcement, governmental, or business purposes (e.g. banks that want evidence of rental contracts).

WHILE YOU ARE LIVING IN THE DWELLING

Policies and Rules. We have additional rules that accompany this lease and you agree to abide by them.

Generally. The rules are intended to protect and preserve our property. We reserve the right to make minor modifications to the rules as long as they don't impose a financial burden to you.

Some Specifics. You agree to keep the property clean.

Limitations on Conduct. You agree not to burn items inside the house. You are also prohibited from running businesses in the property that involve others coming to the property.

Exclusion of Persons. We reserve the right to exclude residents or guests that present a risk to our property or the neighbors of our property.

Notice of Convictions and Registration. You must notify us if you are convicted of certain crimes.

Prohibited Conduct. You agree to act like a mature adult. This provision lists specific behaviors that are not acceptable.

Parking. Don't park in the yard or inside the house.

Extended Absence. If the property is going to be empty for an extended period, we want to know.

Release of Resident.

Generally. You have the legal right to move out if you're in physical danger. Otherwise, you're not allowed to end the lease early for other reasons.

Death of Sole Resident. If you are the only resident and you die, your estate needs to provide 30 days notice the lease is over- which gives them time to collect your effects. They will remain liable for damages to the property while you occupied it.

Military Personnel.

Termination Rights. You have the right to terminate the agreement early if the military sends you new orders.

How to Terminate. You must give us copies of your military orders to qualify for early termination under this clause.

Who May Be Released. Only military members and their dependents may be released from the lease under this clause.

Your Representations. You agree when you sign the lease, you don't already have orders to leave.

Damages for False Representations. If you make false representation of these orders, you owe rent for the full lease agreement.

Resident Safety and Loss.

Disclaimer. We are not responsible for your safety in the property.

Your Duty of Due Care. You are responsible to keep your smoke detectors working and to lock your windows and doors.

Alarm and Detection Devices.

(A) What we will do. We will provide working smoke alarms.

(B) Your duties. You must keep working batteries in them. If you fail to tell us about non-functioning devices, we may penalize you.

Loss. We are not liable for injury, damage or loss to property or residents.

Crime or Emergency. If there is a crime or emergency, first dial 911- then let us know.

Condition of the Premises and Alterations.

As-Is. You have inspected the property prior to move-in. Furthermore, you will advise within 48 hours of any issues not observed during the initial inspection.

Maintenance. You are responsible for ongoing maintenance to the property other than reasonable wear and tear.

Standards and Improvements. You may not change or otherwise alter our property without permission.

Lessee to Maintain. Lists some specifics about what you are obligated to maintain.

Mechanic's Liens. If anyone does anything at the house, you are not allowed to have a lien placed on the property for work performed.

Security Gates or Bars. You can't put bars on the doors and windows.

Fair Housing. We will make reasonable accommodations to facility disabled persons.

Requests, Repairs, and Malfunctions.

Online Requests Required. Maintenance requests must be submitted online.

Required Notifications. Tell us if there is anything that poses a danger to you.

Utilities. We reserve the right to disconnect utilities to perform required maintenance work.

Casualty Loss and Equipment Repair. Unless the law requires otherwise, we will not adjust rent if something is broken or non-functioning.

Our Right to Terminate. If the property becomes unsafe to live in after a catastrophe, we may terminate the lease.

DAMAGES AND REIMBURSEMENT

Damage in or to the dwelling and/or property. You must promptly pay for property damage you cause.

Damage by Lessee Appliances. You must keep your appliances in working order. If they malfunction and cause damage to our property, you must pay to repair the damage to our property.

Indemnification by You. We are not liable if you ask someone to do a repair.

Damage and Wastewater Stoppage. Unless we were negligent, we are not liable for water damage or wastewater stoppage. If we were not negligent, then you are responsible for property repairs. For example, if you clog the toilet flushing feminine products down the line and it floods the bathroom, you are liable for the repairs.

No Waiver. You may be required to pay us anytime for damage that you are liable for. Even if we wait to collect the money, you still owe it.

Animals.

No Pets. No pets of any kind except service animals for disabled residents.

Property Access

When We May Enter. We may enter the property with or without your foreknowledge to perform required repairs or if law enforcement requires entry.

JOINTLY AND SEVERALLY LIABLE

Multiple Residents. Everyone listed on the lease is collectively and equally liable for the terms of the lease.

REPLACEMENTS AND SUBLETTING

Replacements and Subletting. You can't sublet without our written permission.

When Allowed. If we do allow reletting, you remain legally and financially liable for the duration of the lease.

Procedures for Replacement. If we allow the reletting, the deposit will be attributed to the new resident. The original lessee will not receive a return of the security deposit.

Rental Prohibited. You may not list the property on any other rental sites, this includes VRBO, Airbnb, craigslist, or any other site.

RESPONSIBILITIES OF OWNER AND RESIDENT

Our Responsibilities. We'll provide heat and hot water.

Generally. We will maintain and pay for repairs to fixtures, appliances, hot water, heating, and air-conditioning equipment unless it is evident that you are liable. We reserve the right to choose who performs repairs.

Your Remedies. If we can't provide repairs within a reasonable time to the previous items, you are allowed to terminate the lease as long as rent is current. You must give us a chance to fix the problem first thought.

Request by Mail. If you can't submit the repair requests online, you can submit repair requests through trackable mail.

Death of Lessor. If the landlord dies, his heirs may continue the lease or may give 30 days notice the lease will be ending.

Transfer of property. If the landlord sells the property, the new owners will honor the lease.

Default by Resident.

Acts of Default. You are in violation of the lease and subject to eviction if you don't pay what you owe, or if you commit certain crimes or offenses listed.

Eviction. If we start eviction proceedings, you have 3 days to move out. If we must evict you, you are still obligated to pay outstanding rent and other charges. If we accept any partial payments, we still have the right to continue collection or eviction proceedings.

Acceleration. Even if you move out early, you still owe the balance of the rent due for the entire lease duration.

Holdover. If you don't move out by the time specified in the lease, you will be subject to financial penalties.

Other Remedies. We may utilize many different methods including credit reporting, legal filings, and liens in order to collect the money for outstanding debts owed.

Mitigation of Damages. If you move out early, we will try to re-rent the property as fast as we can to minimize your financial obligation- but you remain liable up to a maximum of the full lease duration. For example, if you sign a 12 month lease and move out in month 6- you are still liable for 6 months of rent. However, if we are able to rent it after 1 month, you will not be liable for the last 5 months.

WHEN MOVING OUT

Move-Out Notice.

Notice of Termination You are required to provide 60 days notice if you do not intend to renew the lease.

Unacceptable Notice. You must receive written acknowledgement of your notice. If we do not acknowledge the notice, you may resubmit a 2nd time with 30 days notice. We will likewise provide you with 60 days notice if we do not intend to renew the lease.

Easement. We may put a "For Rent" sign up within 60 days of the lease expiration.

Move-Out Procedures. A summary of what move-out requirements including notifications, financial obligations, timelines, and refund of security deposit. You'll want to check the actual lease on this one.

Vacating the property. When the lease is over, you must vacate the property and return the keys.

Cleaning. You must clean the property before leaving.

Move-Out Inspection. You must meet us to perform a move-out inspection.

Security Deposit Deductions and Other Charges. We will retain portions of your security deposit according to damages identified in the move-out inspection.

Deposit Return, Surrender, and Abandonment. If you leave the property before the lease is over, you remain financially liable.

Return of Deposit. We will return your security deposit within 30 days.

Surrender. You surrender the property when you give the keys back or the lease has expired and you move out.

Abandonment. You have abandon the property when it is clear that no one is living in the property and the lease isn't over.

The Ending of Your Rights. If you surrender, abandon the property or are evicted from the property, you no longer have rights to enter and we are allowed to take possession to make the property ready for the next renter.

GENERAL CLAUSES

Other Important Provisions.

Representatives' Authority; Waivers; Notice. The lease is the legal agreement. No person can change the agreement made verbally.

Cumulative remedies. Multiple actions may be taken if the lease is violated until the terms of the lease are satisfied.

Personal liability of employees and contractors. Employees or contractors working for us are not personally liable.

Miscellaneous. We communicate in English.

Severability. Even if part of the lease is found unenforceable, the rest of the lease contract remains in effect.

Subordination of Lease. This house is financed. The mortgage company has first claim on the property.

Governing Law. The lease is controlled by the laws of Texas and Commerce.

Modification. No changes to the lease unless we both agree.

Binding Effect. If you violate the lease, we have the right to start eviction proceedings against whoever is a resident of the property.

Attorney's Fees. If we have to go to court, and we win, you will pay our legal costs.

Rules and Regulations. There are extra rules you must follow to stay in our property. You agree to follow them.

SIGNATURES AND ATTACHMENTS

Attachments. You will get a copy of the lease. We will also offer a number of attachments that accompany the lease for specific situations.