

Residential Lease Contract

This is a binding contract. Read carefully before signing.

LEASE – GENERAL OVERVIEW

Parties. This Lease Contract (“Lease”) is between you, the occupant(s) (all people OVER age 17) who will be signing this lease and the owner: Anthony Morris.

You’ve agreed to rent the house, and any grounds, garage or improvements located at 408 Hwy 24 in Commerce, Texas 75428 for use as a private residence only.

The terms “you” and “your” refer to all residents listed above or, in the event of a sole resident’s death, to someone authorized to act for the estate. The terms “we”, “us”, and “our” refer to the owner listed above or his heirs upon his passing. **Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.**

Lease Term. The initial term of the Lease begins on the _____ day of _____ (month), _____ (year), and ends at 11:59 p.m. the _____ day of _____ (month), _____ (year). This lease may be renewed or renegotiated by the mutual agreement of the lessee and lessor within 45 days of the end of this agreement.

If the Lessee remains in possession of the Premises or any part thereof after the termination of the lease by lapse of time or otherwise, and absent any other written agreement, supplement or addendum to this lease, then the Lessor may, at Lessor’s option, consider such holding over as constituting a month-to-month tenancy, upon the terms of this lease except at double the monthly rental.

Lessee shall also pay to Lessor all damages sustained by Lessor resulting from Lessee's retaining possession of the Premises. In the event Lessor accepts a payment of rent for a period after the expiration of this lease in the absence of any specific written agreement, continued occupancy shall be deemed a month-to-month tenancy, on the same terms and conditions as herein provided, except for the double rent provision, to the extent permitted by state or local law or ordinance.

Digital lease management. Lessor utilizes the digital service offerings of avail.co to manage rentals. This includes tenant screenings, lease signing, rent payments, payment reporting to credit agencies, maintenance requests, and communications. This provides a digital record of all communications between the lessor and lessee protecting both parties. Lessees are required to sign up for a free account and use the same service during the term of this lease. If during the lease term, the lessor changes or adds additional digital management services, the lessee shall cooperate as long as no financial costs are incurred.

OCCUPANCY AND ACCESS

Occupants. The dwelling will be occupied only by you and **(list all other occupants not signing the Lease):**

and no one else.

Guests and additional occupants. Lessee shall not allow persons other than those listed on the Lease to occupy the Premises as guests for periods exceeding ten days per month. Individuals staying with greater frequency should be registered on the lease. Additional occupants may be added to this agreement during the lease term by submitting to the same screening and acceptance criteria and signing an addendum to the rental contract along with all parties listed on the contract. No occupants will be removed from the contract until the expiration of the contract term.

Tenant Screening. All occupants over the age of 17 at the time of this signing have been made known to the lessor and shall submit to a tenant screening as performed by Transunion SmartMove through Avail.co. This check will include Full Credit Report, Identity Validation, Nationwide Criminal History and Eviction Search. If an occupant turns 18 while residing in the property, this background check may be deferred until the lease renewal. The lessee may receive at no charge a copy of the report as delivered to the lessor. The Transunion tenant screening report will return a recommendation. Any occupant with a Transunion recommendation of DECLINE may be refused occupancy at the sole discretion of the lessor. The lessee shall have no remedies for occupant requests that do not pass the Transunion tenant screening.

Maximum occupancy. The number of registered occupants may not exceed twice the number of bedrooms on the

property.

Continuous occupancy. Lessee shall maintain continuous occupancy of the Premises, and not allow the same to remain vacant for any period in excess of twenty-one days without notifying the Lessor of such vacancy three days in advance.

Keys and access. You will be given 2 dwelling key(s), and 1 garage door opener. Before moving out, you must give our representative advance written move-out notice **as stated in Par. 35**. The move-out date in your notice will be used to calculate prorated charges. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the dwelling, is (at our option) no longer entitled to occupancy, keys, or other access devices, unless authorized by court order.

DEPOSITS, RENTS, AND LATE FEES

Security Deposit. The total security deposit for all residents is \$_____, due on or before the date this Lease is signed. Security-deposit refund check and any deduction itemizations will be one check payable to and mailed to _____ (specify name of one resident). This security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless Lessee obtains written permission from the Lessor to do so.

Rent and Charges. You will pay \$_____ per month for rent, in advance and without demand by the online rental service offered through Avail.co. Prorated rent of \$_____ is due for the remainder of your move in month, plus the first full month's rent no later than the Lease start date (Lease move in date).

You must pay your rent on or before 11:59 PM on the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. You must pay all rent and other sums in one single payment as in this lease, unless multiple monthly payments and/or payment methods are specifically authorized by us in writing.

Late Fees and late payment. If you don't pay rent in full by 11:59 p.m. on the 3rd day of the month, you must pay us 5% of one month's rent immediately and without demand in addition to the unpaid rent. The Lessor, at the Lessor's sole discretion, may waive the late charges. Failing to pay rent in full by the 7th day of the month is a material breach of this lease.

Returned or Rejected Payments, and Insufficient Funds. If a payment of rent is made by personal check which is later dishonored by the Lessee's bank, Lessee shall be assessed any bank charges incurred by Lessor as a result of such dishonored check, in addition to the rent and late charge due on the payment of rent. Payment attempts with insufficient funds, returned or rejected payments are considered non-payment.

Failing to Pay First Month's Rent. Prorated rent for the partial month of move-in, plus the first full month of rent shall be required before move-in is allowed. If you don't pay the prorated partial month and first month's rent on or before the lease begins, we reserve the sole and unilateral right to end your right of occupancy and seek the financial remedies described in this agreement for breach of contract.

Rent Increases and Lease Changes. No rent increases or Lease changes other than reasonable rule changes are allowed before the initial Lease term ends. If, at least 30 days before the end of the lease term, we give you written notice of rent increases or Lease changes that may be in effect in the subsequent lease term.

OTHER FINANCIAL CONSIDERATIONS

Repair Charges. We will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e. dangerous or hazardous conditions). These specific criteria are in the addendum for City of Mesquite Certificate of Occupancy inspection criteria. Otherwise, you will be financially liable for repairs or service calls. In some scenarios, you may be financially responsible even for portions contained within the certificate of occupancy if specified specifically in this lease- e.g. interior pest control.

Utilities and Services. You will pay all related deposits, charges and fees for all utilities and services including electricity, water, gas, trash and recycling, and cable/satellite/internet. Tenants may not occupy residence without core utility service (electricity, water, gas, trash) except during brief interruptions beyond your control. Unpaid utilities are treated as unpaid rent.

Owner shall not be liable or responsible for any loss, damage, or expense tenant may sustain or incur by reason of any change, interference, or defect in the supply or character of the gas or electric energy furnished to the property, or if the

quantity or character of the electric energy supplied by the utility or other utility provider is no longer available or suitable for Owner's requirements. Tenant shall maintain a temperature of at least 50 degrees during the winter months (even if traveling for long periods of time) to prevent cold weather affecting the plumbing of the Premises.

Insurance. *Our insurance does NOT cover the loss of or damage to your personal property.* You are required to buy and maintain renters or liability insurance for losses due to theft, fire, water, pipe leaks, sewer backups and other occurrences that may result in damage or loss to your personal property. Lessee is required to provide proof of renters insurance within 14 days of the lease start date. If you have insurance covering the dwelling or your personal belongings at the time you or we suffer or allege a loss, you agree to waive any insurance subrogation rights.

Order of Payments. Payment of each sum due is an independent covenant. When we receive money, other than sale proceeds of confiscated property or payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.

Unlawful Early Move-Out and Reletting Charge.

Your Responsibility. You will be liable for a reletting charge of up to and not exceeding 85% of the agreed rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required by this agreement; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. **The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease.** See the next section.

Not a Release. The reletting charge is neither a Lease cancellation nor a buyout fee. It is a liquidated amount covering only part of our damages - for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain - particularly those relating to inconvenience, paperwork, advertising, showing dwellings, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.

Security Devices.

What We Provide. Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a door viewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks 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 law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

Who Pays What. We will pay for missing security devices upon move in that are required by law. **You will pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests.** You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

OTHER UTILITIES AND SERVICES.

Yard Maintenance. You will be responsible for and pay for the following items: mowing and edging the lawn and maintaining all plants, trees, shrubs, etc.; watering the lawn and other vegetation; keeping the lawn, flowerbeds, sidewalks, porches and driveways free of weeds, trash and debris; and fertilizing lawn and plants. You must promptly report infestations or dying vegetation to us. You may not modify the existing landscape, change any plants, or plant a garden without our prior written approval.

Interior Pest Control. You agree the dwelling was turned over free of visible pests including bed bugs. You will arrange and pay for extermination services for all pests, including bed bugs, within the dwelling and on the property, as needed.

Trash Receptacles. Outside trash receptacles will be paid for by us. If we pay for receptacles initially and they are broken or missing, you will pay to replace them.

CONTRACTUAL LIEN AND PROPERTY LEFT IN THE DWELLING

Lien Against Your Property for Rent. All property in the dwelling (unless exempt under Texas Property Code (sec. 54.042) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Texas Government Code sec. 2306.6738, for owners supported by housing-tax-credit allocations). For this purpose, “dwelling” excludes outside areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

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

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

Storage: No duty. We will store property removed under a contractual lien. We do not intend to - and have no duty to - but we may store property removed after judicial eviction, surrender, or abandonment of the dwelling. **(B) No liability.** We’re not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien. **(C) Charges you pay.** You must pay reasonable charges for our packing, removing, storing, and selling of any property. **(D) Our lien.** 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 Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

Storage: Redemption.

(A) Property on which we have a lien. If we’ve seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.

(B) Property removed after surrender, abandonment, or judicial eviction. If we have removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late fees, reletting charges, storage charges, damages, etc.

(C) Place and payment for return. We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check.

Disposition or Sale.

(A) Our options. Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the dwelling after surrender, abandonment, or death of a sole resident; or
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

(B) Animals. Animals discovered in the property are a violation of the lease agreement. Animals found on the property after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

(C) Sale of property. 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 the 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 provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The 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. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale. NOTE: We do not intend to sell property. You should NOT depend on this occurring.

DELAY OF OCCUPANCY.

Lease Remains in Force. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident’s holding over. This Lease will remain in force subject to:

- (A) abatement of rent on a daily basis during delay, **and**
- (B) your right to terminate the lease in writing as set forth below.

Your Termination Rights. Termination notice must be in writing. After termination, you are entitled only to refund of any deposit(s) and any future rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the dwelling.

Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the dwelling is ready for occupancy, but not later. (a) If we give written notice to any of you or your occupants when or after the Lease begins - and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date - you may terminate the Lease within 3 days after you receive written notice, but no later. (b) If we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

Disclosure of Information. We may, but are not obligated to, share and use information related to this lease for law enforcement, governmental, or business purposes. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your dwelling. Your rental payment history, and all parties on the lease, may also be submitted through Avail.co to credit reporting agencies.

WHILE YOU ARE LIVING IN THE DWELLING

Policies and Rules.

Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance. We may make reasonable changes to written rules, and those rules can become effective immediately when distributed to you if they do not change the dollar amounts on this lease.

General Rules. Your dwelling and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You must comply with any subdivision, deed restrictions or city ordinances that apply.

Limitations on Conduct. Within the dwelling, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child care services) in your dwelling is prohibited – except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your dwelling for business purposes.

Exclusion of Persons. We may exclude from the dwelling any guests or others who, in our judgment, have been violating the law, violating this lease or our rules, or disturbing other persons, neighbors, visitors, or owner representatives.

Notice of Convictions and Registration. You must notify us within 15 days if you or any occupants are convicted of (A) any felony, or (B) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you or any of your occupants register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

Prohibited Conduct. You, your occupants, and your guests may not engage in the following activities: (a) criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in or near the dwelling; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in an outside area, or in a way that may alarm others; (b) behaving in a loud or obnoxious manner; (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the dwelling; (d) disrupting our business operations; (e) storing anything in closets containing gas appliances or near such appliances; (f) tampering with utilities or telecommunications;

- (g) bringing hazardous materials into the dwelling;
- (h) using windows for entry or exit;
- (i) heating the dwelling with a gas or propane operated cooking stove or oven; or
- (j) making bad-faith or false allegations against us or our agents to others.

Parking. Vehicles MAY be parked in the garage, car port, driveway or street only. They may NOT be parked in the yard, any unpaved area, alley, or any area not intended or designed for vehicle parking. Motorcycles or motorized bikes must not be parked inside a dwelling or on sidewalks.

Extended Absence. If the Premises will be unoccupied for more than twenty-one consecutive days, Lessee shall notify Lessor at least seven days in advance of such absence. Extended absence from the property does not release the lessee from the obligations to care for and maintain the property.

Release of Resident.

Generally. *You may have the right under Texas law to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking.* Otherwise, unless you're entitled to terminate this Lease under other permitted situations defined in this lease, you won't be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, property purchase, or death.

Death of Sole Resident. If you are the sole resident and die during the Lease term, an authorized representative of your estate may terminate the Lease without penalty by giving at least 30 days' written notice. Your estate will be liable for your Lease obligations until the latter of: (A) the termination date or (B) removal of all possessions in the dwelling. Your estate will also be liable for all charges and damages until the dwelling is vacated, and any removal or storage costs.

Military Personnel.

Termination Rights. You may have the right under Texas law to terminate the Lease in certain situations involving military deployment or transfer. You may terminate the Lease if you enlist, are drafted into, or are commissioned in the U.S. Armed Forces. You also may terminate the Lease if:

- (a) you are (1) a member of the U.S. Armed Forces or Reserves on active duty, or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; **and**
- (b) you (1) receive orders for a permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved or released from active duty.

How to Terminate. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders (or letter equivalent). Military permission for base housing doesn't constitute a permanent-change-of-station order. You must deliver to us your written termination notice, after which the Lease will be terminated under this military clause 30 days after the date your next rental payment is due. After your move-out, we will return your security deposit, less lawful deductions.

Who May Be Released. For the purposes of this Lease, orders described above will release only the resident who qualifies under both (a) and (b) above and receives the orders during the Lease term, plus that resident's spouse or legal dependents living in the resident's household. A co-resident who is not the spouse or dependent of a military resident cannot terminate under this military clause.

Your Representations. Unless you state otherwise, you represent when signing this Lease that: (a) you do not already have deployment or change-of-station orders;

- (b) you will not be retiring from the military during the Lease term; **and**
- (c) the term of your enlistment or obligation will not end before the Lease term ends.

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

Damages for False Representations. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, minus rents from others received in mitigation.

Resident Safety and Loss.

Disclaimer. *We disclaim any express or implied warranties of security.* We care about your safety and that of other occupants and guests. You agree to make every effort to follow any Security Guidelines Addendum attached to this Lease. **The best safety measures are the ones you take as a matter of common sense and habit.** The existence of perimeter fences, outdoor lighting, or door/window locks are not a guarantee of your personal safety or security, and they are not a guarantee against criminal activity. Clever criminals can defeat almost any kind of crime deterrents. Owner

representatives, not even the police, can physically be every place at every moment of the day or night. Owner assumes no duties of security except to proceed with diligence to repair any such system after actual notice that they are defective.

Your Duty of Due Care. You, your occupants, and your guests must exercise due care for your own and others' safety and security, especially in using smoke alarms and other detection devices, door and window locks, and other safety or security devices. Window screens are not for security or to keep people from falling out of windows.

Alarm and Detection Devices.

(A) What we will do. We will furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We will test them and provide working batteries when you first take possession of your dwelling. Upon request, we will provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.

(B) Your duties. 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 alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. ***If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.*** You will be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

Loss. Unless otherwise required by law, we're not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, vandalism, and negligent or intentional acts of residents, occupants, or guests. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, during freezing weather you must keep the dwelling heated to at least 50° Fahrenheit.

Crime or Emergency. Immediately dial 911 or call local medical-emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or any other emergency involving imminent harm. You should then contact the lessor. None of our security measures are an express or implied warranty of security - or a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you, your occupants, or your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obliged to provide lighting, gates, fences, or other forms of security unless required by law. If you, your occupants, or your guests are affected by a crime, you must make a written report to the appropriate local law-enforcement agency and to our representative. You must also give us the law-enforcement agency's incident-report number upon request.

Condition of the Premises and Alterations.

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

Maintenance

Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or Premises, or (c) acts or neglect of other tenants, occupants or others at the building.

Standards and Improvements. You must use customary diligence in maintaining the dwelling and not damaging or littering the outside areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, landscaping alterations, or otherwise alter or repair our property. No holes or stickers are allowed inside or outside the dwelling. We will permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we will supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you will replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (made with or without our consent) become ours unless we agree otherwise in writing.

Lessee to Maintain. Lessee shall keep the Premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at

Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the Premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the Premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the Premises, if the Premises are not clean and in good repair, Lessor or his agent may replace the Premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

Mechanic's Liens. Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

Security Gates or Bars. The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased Premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased Premises caused by the installation and/or removal or such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the Premises pursuant to this lease and commence proceedings to dispossess Lessee from the Premises.

Fair Housing. In accordance with fair-housing laws, we will make reasonable accommodations to our rules, policies, practices, or services. We will allow reasonable modifications under these laws to give disabled persons access to and use of the dwelling. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.

Requests, Repairs, and Malfunctions.

Online Requests Required. We will maintain the dwelling in good order and pay for repair and maintenance subject to the repair procedures set forth in this Lease. You must replace air-conditioning filters quarterly and keep the yard clean. ***If you or any occupant needs to send a notice or request - for example, for repairs, installations, services, ownership disclosure, or security-related matters - it must be submitted as an online maintenance request using the online portal at avail.co*** (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair-housing accommodation or modification). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or any other matter doesn't waive the strict requirement for written notices under this Lease.

Required Notifications. You must promptly notify us in writing of water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety.

Utilities. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify us immediately.

Casualty Loss and Equipment Repair. We will act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute, after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. **Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you should notify us as soon as possible using the online portal offered through avail.co**

If the Premises, building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform

repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

Our Right to Terminate. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 7 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your dwelling or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we will refund prorated rent and all deposits, less lawful deductions. We may also remove and dispose of personal property if we believe it causes a health or safety hazard.

DAMAGES AND REIMBURSEMENT

Damage in or to the dwelling and/or property. You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the dwelling because of a Lease or rules violation; improper use; negligence; other conduct by you, your invitees, your occupants, or your guests; or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Damage by Lessee Appliances. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

Indemnification by You. *You will defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease.*

Damage and Wastewater Stoppage. *Unless damage or wastewater stoppage is due to our negligence, we are not liable for - and you must pay for - repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling.*

No Waiver. We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.

Animals.

No Pets Without Approval. Lessee shall not keep in or about said premises any animals (*including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects*) without the prior signed pet addendum signed by lessor and lessee. Required deposits may be relaxed to allow for service animals for a disabled person. We may require verification of your disability and the need for such an animal. Should Lessor approve a pet(s) for Lessee, Lessee will be required to sign and abide by the rules and regulations as noted in Lessor's Pet Addendum. Should Lessee keep a pet without prior Lessor's approval, Lessee(s) may be required to remove the pet from the property, incur financial penalties for de-fleaing, deodorizing, and/or shampooing, and/or damages, or face possible legal action, up to and including eviction.

Property Access

When We May Enter. If you or any guest or occupant is present, then repairers, servicers, contractors, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the dwelling at reasonable times for reasonable business purposes. If nobody is in the dwelling, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the dwelling immediately after the entry. Law officers with a search or arrest warrant or those in hot pursuit may be allowed to enter. We are under no obligation to enter only when you are present, and we may, but are under no obligation to, give prior notice or make appointments. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

JOINTLY AND SEVERALLY LIABLE

Multiple Residents. Each resident is jointly and severally liable for all Lease obligations and terms of this agreement. If you or any guest or occupant violates the Lease or rules, all residents are considered to have violated the Lease. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease termination may be given

only by a resident. In eviction suits, each resident is considered the agent of all other residents in the dwelling for service of process. Any resident who defaults under this Lease will indemnify the non-defaulting residents and their guarantors.

REPLACEMENTS AND SUBLETTING

Replacements and Subletting.

Lessee shall not sublet the Premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

When Allowed. Replacing a resident, subletting, licensing or assigning resident rights is allowed **only when we consent in writing**. If a departing or remaining resident finds a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

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

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

Rental Prohibited. **You agree that you will NOT rent, offer to rent or license, or provide for free all or any part of your dwelling to anyone else for any reason. You agree that you will NOT accept anything of value from anyone else for the use of any part of your dwelling or provide use of your dwelling to others for free. You agree not to list any part of your dwelling on any lodging rental website or with any person or service that advertises dwellings for rent.**

RESPONSIBILITIES OF OWNER AND RESIDENT

Our Responsibilities.

Lessor agrees to provide Lessee with heat and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or hot water fixtures, then Lessor's sole obligation shall be to provide Lessee such fixtures in good operating condition at the commencement of the lease, and Lessee shall be responsible for the utility costs for the operation thereof.

Generally. We will act with customary diligence to:

- (a) maintain fixtures, provided appliances, hot water, heating, and air-conditioning equipment;
- (c) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; and (d) make all reasonable repairs, subject to your obligation to pay for damages for which you're liable. **The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.**

Your Remedies. **If we violate any of the above, you may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:**

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

Request by Mail. Instead of using the online communications and management system offered through avail.co referred to above, you may give us one request by certified mail, return receipt requested, registered mail, or by any trackable mail or delivery method through the postal service or a private delivery service - after which we will have a reasonable time to repair or remedy. "Reasonable time" accounts for the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current when you make any request. We will refund security deposits and prorated rent as required by law.

Death of Lessor. If the lessor dies during the Lease term, an authorized representative of the estate may honor the

lease terms without modification or they may terminate this lease by giving at least 30 days' written notice. If the lease is so terminated, we will refund prorated rent and all deposits, less lawful deductions.

Transfer of property. This Lease binds subsequent owners if the property is sold or ownership otherwise transferred.

Default by Resident.

Acts of Default. You will be in default if: (A) you don't timely pay rent or other amounts you owe; (B) you or any guest or occupant violates this Lease, our rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the dwelling; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex related crime, including a misdemeanor; (F) any illegal drugs or paraphernalia are found in your dwelling; or (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.

Eviction. *If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery at the dwelling to any occupant over 16 years old; (E) affixing the notice to the inside of the dwelling's main entry door; or (F) securely affixing the notice to the outside of the dwelling's main entry door as allowed by law. Notice by mail under (A) or (B) will be considered delivered on the earlier of actual delivery, or 3 days after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a later reletting doesn't release you from liability for future rent or other Lease obligations. ***After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, to past or future rent or other sums, or to our continuing with eviction proceedings. In an eviction, rent is owed for the full rental period and will not be prorated.***

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

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

Other Remedies. We may report paid and unpaid amounts and timeliness of these payments to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means, including texting, calling your cellphone, and using an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockout under Texas Property Code sec. 92.0081, ***except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations.*** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the non-prevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for the lawful removal of an animal or in any eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid.

Mitigation of Damages. If you move out early, you will be subject to the remedies described in this agreement. We will exercise customary diligence to relet and minimize damages. We will credit all later rent that we actually receive from

subsequent residents against your liability for past-due and future rent and other sums due.

WHEN MOVING OUT

Move-Out Notice.

Notice of Termination If the Lessee(s) intends to vacate the Premises at the end of the lease term, Lessee(s) must give at least sixty (60) days written notice prior to the end of this lease, or prior to the date of intent to vacate. If sixty (60) days notice of intent to vacate is not given prior to lease term or date of intent to vacate, Lessee(s) are responsible for the equivalent rent amount due for the sixty (60) days after notice is given.

Unacceptable Notice. Your notice is not acceptable if it doesn't comply with all of the above. We recommend that you use our written move-out form to ensure that you provide all the information needed. You must get from us a written acknowledgment of your notice. If we fail to give a reminder notice, 30 days' written notice to move out is required. If we terminate the Lease, we must give you the same advance notice—unless you are in default.

Easement. Lessor retains an easement to display tasteful "For Sale," "For Rent," or similar signs in any Common Areas of the Premises, or on the exterior at any time within sixty days before the expiration of this Lease.

Move-Out Procedures. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the dwelling before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

Vacating the property. Upon expiration or termination of this Lease, Lessee shall immediately vacate and surrender possession of the Premises in as good and clean order and condition as the Premises was at the beginning of the Lease Term, reasonable wear and tear excepted. Lessee shall immediately deliver all keys to Lessor or Lessor's agent.

Cleaning. You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you will be liable for reasonable professional cleaning charges - including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs with or without negligence, carelessness, accident, or abuse).

Move-Out Inspection. You should meet with our representative for a move-out inspection. ***Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.***

Security Deposit Deductions and Other Charges. You will be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the dwelling when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked or abandoned vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned check charges; and other sums due under this Lease. You will be liable to us for: (A) charges for replacing any keys and access devices provided if you don't return them all on or before your actual move-out date; (B) accelerated rent when allowed by lease conditions; and (C) reletting fees. ***We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.***

Deposit Return, Surrender, and Abandonment. Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the

balance of the rent, costs, advertising costs and attorney's fees in connection therewith.

Return of Deposit. We will mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise.

Surrender. You have **surrendered** the dwelling when: (A) the move-out date has passed, and no one is living in the dwelling in our reasonable judgment; or (B) dwelling keys and access devices listed in agreement have been turned in to us - whichever happens first.

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

The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling, but don't affect our mitigation obligations

GENERAL CLAUSES

Other Important Provisions.

Representatives' Authority; Waivers; Notice. *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing.* Any dimensions and sizes provided to you relating to the dwelling are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. ***Our choice to enforce, not enforce, or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default.*** If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy or record of it. Fax, digital autographs, or electronic signatures are binding. All notices must be signed. Notice may be given electronically **by us to you** if allowed by law. If allowed by law and in accordance with our policies, electronic notice **from you to us** must be addressed to the email address we provide for notice purposes or submitted through an online portal.

Cumulative remedies. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies.

Personal liability of employees and contractors. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

Miscellaneous. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to." Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term begins.

Severability. If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance. Neither shall the omission of initials or signatures on any page invalidate this Lease if digitally signed.

Subordination of Lease. This Lease shall be subject and subordinate to existing mortgages and to any future mortgages, which may now or hereafter affect the real property to which the Premises form a part, and also to all renewals, modifications, consolidations, and replacements of said mortgages. Although no instrument or act on the part of the Tenant shall be necessary to effectuate such subordination, Tenant will, nevertheless, execute and deliver

such further instruments confirming such subordination of this Lease as may be desired by the holders of said mortgages. If Tenant refuses to sign, such refusal shall be a substantial breach of this Lease and shall entitle Landlord to cancel this Lease. Tenant agrees to attorn to any Mortgagee in possession, if and when required under the Mortgage and other security documents and the law.

Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of Texas, without regard for Texas choice-of-law principles. All Lease obligations must be performed in the county where the dwelling is located.

Modification. No modification, waiver, or amendment shall be made to this Lease, or any of its terms, without being written and signed by all parties.

Binding Effect. If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission.

Attorney's Fees. In the event of a lawsuit arising out of the tenancy, if the Landlord is the prevailing party, the landlord shall be awarded attorney's fees as provided for by court rules, statute or ordinance.

Rules and Regulations. Lessee shall, at all times during the Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by lessor covering use of the Premises. If there is any conflict between said rules and regulations and other provisions of this Lease, the terms and provisions of this Lease shall control. Lessor shall not enforce such rules and regulations in a discriminatory manner.

SIGNATURES AND ATTACHMENTS

Attachments. We will provide you with a copy of the Lease as required by statute digitally through the online portal on avail.co. We may provide it in paper format if you request it, or by email if we have communicated by email about this Lease. When an Inventory and Condition form is completed, both you and we should retain a copy. The listed attachments are provided and part of this Lease and are binding even if not initialled or signed.

We will provide you with a copy of the Lease as required by statute digitally through the online portal on avail.co. We may provide it in paper format if you request it, or by email if we have communicated by email about this Lease. When an Inventory and Condition form is completed, both you and we should retain a copy. The listed attachments are provided and part of this Lease and are binding even if not initialled or signed.

- Mold addendum
- Pet agreement
- Lead Paint Pamphlet
- Bedbug information
- Home security tips
- Move out checklist
- Satellite dish addendum
- Liability insurance addendum
- Inventory and condition form

You are legally bound by this document. Please read it carefully. A facsimile or electronic signature on this Lease is as binding as an original signature. Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties. You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place. This lease is the entire agreement between you and us. You are NOT relying on any oral representations.