

# TEXAS RESIDENTIAL LEASE

1. **PARTIES:** The parties to this lease are:  
 the owner of the Property, Landlord: \_\_\_\_\_;  
 \_\_\_\_\_; and  
 Tenant(s): \_\_\_\_\_.

2. **PROPERTY:** Landlord leases to tenant the following real property:  
 Address: \_\_\_\_\_  
 Legally described as: \_\_\_\_\_  
 in \_\_\_\_\_ County, Texas, together with the following non-real-property items:  
 \_\_\_\_\_.  
 The real property and the non-real-property are collectively called the "Property".

3. **TERM:**
- 1 Year
  - 6 Months
  - Month-to-month

The primary term of this lease begins and ends as it follows:  
 Commencement Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

4. **AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:**  
 This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*
- (1) 30 days before the Expiration Date.
  - (2) \_\_\_\_\_ days before the Expiration Date.

5. **RENT:**
- A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$\_\_\_\_\_ for full month during this lease the first full month's rent is due and payable not later than \_\_\_\_\_ by *(select one or more)*:
- Cash
  - Zelle \_\_\_\_\_
  - Cashapp (\$5.00 additional fee)  
 Phone number \_\_\_\_\_  
 Email \_\_\_\_\_

B. Prorated Rent: On or before \_\_\_\_\_ Tenant will pay Landlord \$\_\_\_\_\_ as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

Tenants: \_\_\_\_\_ & Landlord or Landlord's Representative: \_\_\_\_\_

**6. LATE CHARGES:**

If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the \_\_\_\_\_ day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

- (1) an initial late charge equal to (*check one box only*): ):  (a) \$ \_\_\_\_\_; or  
 (b) \_\_\_\_\_% of one month's rent; **and**
- (2) additional late charges of \$ \_\_\_\_\_ per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

**7. PETS:**

- No pets
- Nonrefundable deposit \$ \_\_\_\_\_
- Pet rent \$ \_\_\_\_\_

A. If tenant violates this paragraph 7 or any agreement to keep a pet on the Property, Landlord may take the following action:

Charge to Tenant the Landlord's cost to:

- a) Remove any unauthorized pet;
- b) Exterminate the Property for fleas or other insects;
- c) Clean and deodorize the Property's carpets; and
- d) Repair any damage to the Property caused by the unauthorized pet.

**8. SECURITY DEPOSIT:** On or before the execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ \_\_\_\_\_ by (*select one or more*):

- Electronic payment
- Cash
- Other means acceptable to Landlord.

A. Deductions: Landlord may deduct reasonable charges from the security deposit for:

- a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
- b) unpaid or accelerated rent;
- c) unpaid late charges;
- d) Landlord's cost to access the Property if made inaccessible by Tenant;
- e) remove abandoned Property;
- f) attorney's fees, cost of court, cost of service, and other reasonable costs incurred in any legal proceeding against Tenant

**9. UTILITIES:**

Tenant is responsible for electricity and Internet connection (**XFINITY ONLY**)

Satellite dishes are NOT permitted in or outside of Property.

Landlord will pay monthly HOA fees (*water, gas, trash, water softner, etc*) to cover use of gym, pool, laundry, grounds.

Tenants: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ & Landlord or Landlord's Representative: \_\_\_\_\_, \_\_\_\_\_

**10. USE AND OCCUPANCY:**

- A. Occupants: The only persons Tenant may permit to reside on the Property during the term of this lease are *(include name and ages of all occupants)*:

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- B. Guests: Tenants may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or \_\_\_\_\_ days without Landlord's written permission, whichever is less.

**11. PARKING RULES:**

Tenant may **not permit more than 2 vehicles.**

1 parking spot with roof is assigned to everyone and 1 unassigned.

Insurance and Registration should be up to date.

**12. ACCESS BY LANDLORD:**

- A. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempt to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

- B. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$\_\_\_\_\_.

- C. Lockout Fees: A **\$20** fee, payable at the time of service, will be assessed outside of office hours if someone is available. **Call/Text (832) 802-9125**

**13. MOVE IN CONDITION:**

- A. Landlord has no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: \_\_\_\_\_

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Tenants: \_\_\_\_\_ & Landlord or Landlord's Representative: \_\_\_\_\_

- B. Tenant has **3 days** after move-in to inform the Landlord of any needed repairs; (*example: broken tile, broken fans, etc*).

**14. MOVE-OUT:**

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property.

An inspection will be done, and keys **must** be returned at the time of move-out before refunding initial deposit.

**15. PROPERTY MAINTANCE:**

- A. Smoking: Smoking is NOT permitted inside condominium.

If smoking is not permitted and does occur, Tenant will be in default and:

- (1) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

Smoke detector and Fire extinguisher are provided with every unit.

**16. REPAIRS:**

- A. Repair Requests: Tenant will call Landlord or, if applicable, the property manager, at \_\_\_\_\_.

**17. EARLY TERMINATION:** This lease begins on the Commencement Date and ends on the Expiration date unless renewed, extended by written agreement of the parties or, terminated earlier by agreement of the parties. Unless otherwise provided by law, tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in material status, loss of employment, loss of co-tenats, changes in health, purches of property, or death.

- A. Special Statutory Rights: Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

(1) Military: Have you served or currently serve in the military?

- Yes
- No

(2) Family Violence: Do you suffer from any family violence?

- Yes
- No

Tenants: \_\_\_\_\_ & Landlord or Landlord's Representative: \_\_\_\_\_

(3) Sex offenses or Stalking: Are you a victim of a sex offense/stalking?

- Yes
- No

B. Assignment, Subletting and Replacement Tenants:

Tenant may not assign this lease or sublet the Property without Landlord's written consent.

**18. ADDENDA:** Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlords discretion, amend from time to time.

- Inventory and Condition Form
- Pet Agreement
- Protecting Your Home from Mold
- Landlords Rules and Regulations
- Residential Lease Application
- Pool Rules **7am-9pm**
- Trash pickup **Mon,Wed,Fri,Sat**
- Ac filters every **3 months**
- Pest control every **3 months**

Landlord's broker, \_\_\_\_\_

- Will
- Will Not act as the property manager for landlord. If property is not managed by above-named broker, Property managed by Landlord or property Manager for Landlord:

Name of property manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

Tenants: \_\_\_\_\_ & Landlord or Landlord's Representative: \_\_\_\_\_