

# J4 REAL ESTATE, LLC

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## SAMPLE LETTER – RENT/DEPOSIT/UTILITES/PEST CONTROL VARY AND ARE ALL DETERMINED BY PROPERTY

Thank you for your interest in J4 Real Estate, LLC rental property at [REDACTED] We have outlined some important information regarding the lease, fees and optional additions. A complete lease packet is available for your review. Please review and advise if you have questions or would like to make appointment to sign the lease and pay your deposit(s).

12, 16 or 18 month lease option: \$645  
6 month lease option: \$720  
Security Deposit Required: \$710 (\$795 for 6 month)  
Pest control to be billed monthly: \$8.12  
Allocated Garbage billed monthly: \$7.40  
Allocated Water/Wastewater billed monthly – allocated by occupancy  
Allocated Electric for Central Hot Water billed monthly – allocated by square footage

### **Pet Policies (Cost below covers up to 2 pets)**

Pet Non Refundable Fee: \$200  
Pet Surety Deposit: \$85  
Monthly Pet Rent: \$15

Gentle and housebroken cats or dogs only. No breeds are acceptable that are deemed unsafe or aggressive and include: Mastiffs, Chows, Pit Bulls, Doberman Pinchers, German Shephards, Rottweilers and Staffordshire Terriers. Caged animals (3'x3'x3' max) may be permitted but only two per cage are allowed and will be treated as 1 pet. A maximum of a 20-gallon aquarium with fish is permissible and will be treated as one pet.

**\*MAXIMUM AMOUNT OF PETS ALLOWED IS TWO**

### **Extras**

Buyout for breaking the lease with a 30-day notice is 85% of the rent: \$548.25  
New, brushed nickel fixtures in bathroom and kitchen: \$35 per month  
New appliances (fridge, stove and microwave): \$95 per month  
Accent wall of your choice in any room: \$15 per month

**\*\*Please note that appliances and fixtures will remain in units after lease expires\*\***

Units come unfurnished. Tenant will provide all appliances (NO laundry hook-ups in this unit). Tenant will pay all utilities whether set-up directly with providers or billed monthly by us. Tenant will pay for quarterly pest control service arranged by us. The pest control fee will be billed monthly.

Application and fee will be kept on file for 90 days. Approved applicants will be notified of available properties before they are advertised. An application is required for each occupant over 18 years of age.

Please inquire with specific questions by calling our office or emailing.

Sincerely,

J4 Real Estate, LLC



# Residential Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: July 5, 2018  
(when this Lease Contract is filled out)

## Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (*list all people signing the Lease*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and us, the owner: **J4 Real Estate, LLC**

You've agreed to rent the following dwelling [**check one**]:  
 house,  duplex unit, or  other unit, and any grounds, garage or improvements located at \_\_\_\_\_

**Street**  
\_\_\_\_\_ (street address) in **El Campo**

(city), Texas **77437** (zip code) 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 and not to property managers or anyone else. **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.**

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

\_\_\_\_\_  
\_\_\_\_\_

—and no one else. Anyone not listed here cannot stay in the dwelling for more than 4 days in one week without our prior written consent, and no more than twice that many days in any one month. **If the previous space isn't filled in, 2 days total per week will be the limit.**

3. **Lease Term.** The initial term of the Lease begins on the 10th day of **August** (month), 2018 (year), and ends at 11:59 p.m. the 9th day of **August** (month), 2019 (year).

After that, this Lease will automatically renew month-to-month unless either party gives at least 30 days' written notice of termination or intent to move out as required by Par. 36. **If the number of days isn't filled in, notice of at least 30 days is required.**

4. **Security Deposit.** The total security deposit for all residents is \$ 710.00, due on or before the date this Lease is signed. This amount [**check one**]:  does or  does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by [**check one**]:

- one check jointly payable to all residents and mailed to any one resident we choose, or
- one check payable to and mailed to \_\_\_\_\_

(specify name of one resident).

If neither option is checked here, the first option applies. See Par. 40 and 41 for security-deposit return information.

5. **Keys, Move-Out, and Furniture.** You'll be given 1 dwelling key(s), \_\_\_\_\_ mailbox key(s), and \_\_\_\_\_ other access devices for \_\_\_\_\_.

**Before moving out, you must give our representative advance written move-out notice as stated in Par. 36.** The move-out date in your notice [**check one**]:  must be the last day of the month, or  may be the exact day designated in your notice. If neither option is checked here, the second applies. 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. Your dwelling will be [**check one**]:  furnished or  unfurnished.

6. **Rent and Charges.** You will pay \$ 645.00 per month for rent, in advance and without demand at 105 S. Meadow Lane, El Campo, and payable to  owner or  **online via Tenant Portal**.

Prorated rent of \$ 457.74 is due for the remainder of the [**check one**]:  1st month or  2nd month, on the 10th day of **August** (month), 2018 (year).

**You must pay your rent on or before 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.** We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify. If you don't pay all rent on or before the 3rd day of the month, you'll pay the reasonable initial late charge of \$ 50.00, plus the reasonable daily late charge of \$ 15.00 per day after that date until the amount due is paid in full. You agree that these late charges are a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from late payment of rent. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 30.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease. We will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e. dangerous or hazardous conditions). Otherwise, you'll pay the first \$ \_\_\_\_\_ of any repair or service call.

7. **Utilities and Services.** You'll pay for all utilities and services including electricity, water, gas, wastewater, trash/recycling, cable/satellite and stormwater/drainage unless indicated in Par. 9. You'll pay for all related deposits, charges or fees on such utilities and services. See Par. 12 for other related provisions regarding utilities and services.

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

**If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences.** Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Special Provisions.** The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

12.3 You will pay Pest Control fees on a monthly basis for a quarterly service, arranged by us.

10. **Unlawful Early Move-Out And Reletting Charge.**  
10.1 **Your Responsibility.** You'll be liable for a reletting charge of \$ 548.25 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (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.**

**10.2 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. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. 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.

## 11. Security Devices.

**11.1 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 doorviewer (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.*

**11.2 Who Pays What.** We'll pay for missing security devices that are required by law. You'll 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.

## 12. Other Utilities and Services.

**12.1 Usage and Other Charges.** You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. You must connect utilities in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the dwelling, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If you're in an area open to competition and your dwelling is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

**12.2 Yard Maintenance.** Unless Par. 9 says otherwise, 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 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.

**12.3 Interior Pest Control.** Unless Par. 9 says otherwise, we'll arrange and pay for extermination services for all pests within the dwelling, as needed in our reasonable judgment.

**12.4 Trash Receptacles.** Outside trash receptacles initially provided for your use will be paid for by:  you;  us;  city utility; or  other \_\_\_\_\_.

If we pay for receptacles initially and they are broken or missing,  you or  we will replace or repair them.

## Special Provisions and "What If" Clauses

### 13. Damages and Reimbursement.

**13.1 Damage in the Dwelling.** 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.

**13.2 Indemnification by You.** *You'll 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.*

**13.3 Damage and Wastewater Stoppage.** *Unless damage or wastewater stoppage is due to our negligence, we're 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.*

**13.4 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.

### 14. Contractual Lien and Property Left in the Dwelling.

**14.1 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.

**14.2 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.

**14.3 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 (see definitions in Par. 41).

#### 14.4 Storage.

**(A) No duty.** We'll store property removed under a contractual lien. We may—but we have no duty to—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.

#### 14.5 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 (see Par. 14.6(C)) 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've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, 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.

#### 14.6 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.** An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

**(C) Sale or 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.

**15. Failing to Pay First Month's Rent.** If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.

**16. Rent Increases and Lease Changes.** No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of our rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

#### 17. Delay of Occupancy.

**17.1 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.

**17.2 Your Termination Rights.** Termination notice must be in writing. After termination under 17.1(B), you are entitled only to refund of any deposit(s) and any 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.

**17.3 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.

**18. Disclosure of Information.** If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your dwelling.

### While You're Living in the Dwelling

#### 19. COMMUNITY POLICIES AND RULES.

**19.1 Generally.** Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written rules and policies, including instructions for care of our property. We may regulate: (A) the use of patios, balconies, and porches; (B) the conduct of furniture movers and delivery persons; and (C) activities in outside areas. 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 pages 1 or 2 of this Lease.

**19.2 Some Specifics.** 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 will use balconies with care and will not overload them. Any swimming pools, spas, storerooms, and similar areas must be used with care and in accordance with our rules and posted signs. You must comply with any subdivision or deed restrictions that apply.

**19.3 Limitations on Conduct.** Glass containers are prohibited in or near pools. 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.

**19.4 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. We may also exclude from any outside area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an occupant, or a guest of a specific resident.

**19.5 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.

**20. 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;
- (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-operated cooking stove or oven; **or**
- (j) making bad-faith or false allegations against us or our agents to others.

**21. Parking.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside a dwelling or on sidewalks. We may have any unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if the vehicle:

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space if the dwelling has more than one living unit;
- (d) belongs to a resident or occupant who has surrendered or abandoned the dwelling;
- (e) blocks another vehicle from exiting;
- (f) is in a fire lane or designated "no parking" area;
- (g) is in a space marked for another resident or dwelling;
- (h) is in any portion of a yard area;
- (i) is on the grass, sidewalk, or patio;
- (j) blocks a garbage truck from access to a dumpster;
- (k) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; **or**
- (l) is not moved to allow necessary parking maintenance.

## 22. Release of Resident.

**22.1 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 Par. 9, 17, 23, 31, or 36, 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 coresidents, loss of employment, bad health, property purchase, or death.

**22.2 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.

## 23. Military Personnel.

**23.1 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.

**23.2 How to Terminate Under This Par. 23.** 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'll return your security deposit, less lawful deductions.

**23.3 Who May Be Released.** For the purposes of this Lease, orders described in (b) under Par. 23.1 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 coresident who is not the spouse or dependent of a military resident cannot terminate under this military clause.

**23.4 Your Representations.** Unless you state otherwise in Par. 9, 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 you are called to active duty or receive deployment or permanent-change-of-station orders.

**23.5 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 under Par. 32.6.

## 24. Resident Safety and Loss.

**24.1 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. **No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.**

**24.2 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.

### 24.3 Alarm and Detection Devices.

**(A) What we'll do.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your dwelling. Upon request, we'll 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'll 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.

**24.4 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 for 24 hours a day: (A) keep the dwelling heated to at least 50° Fahrenheit, (B) keep cabinet and closet doors open, and (C) drip hot- and cold-water faucets. You'll be liable for any damage to our and others' property caused by broken water pipes due to your violating these requirements.

**24.5 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 our representative. 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 furnish security personnel, patrols, lighting, gates, fences, or other forms of security unless required by law. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the dwelling. 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.

## 25. Condition of the Premises and Alterations.

**25.1 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'll 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.

**25.2 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, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. Unless our rules state otherwise, we'll 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'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll 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.

**25.3 Fair Housing.** In accordance with fair-housing laws, we'll make reasonable accommodations to our rules, policies, practices, or services. We'll 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.

## 26. Requests, Repairs, and Malfunctions.

**26.1 Written Requests Required.** We'll 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 monthly 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 written, signed, and delivered to our designated representative in accordance with our policies*** (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.

**26.2 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.

**26.3 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 our representative immediately.

**26.4 Casualty Loss and Equipment Repair.** We'll 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 must notify us as soon as possible on a business day.

**26.5 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 5 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'll 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.

## 27. Animals.

**27.1 No Animals Without Consent.** ***No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the dwelling unless we've given written permission.*** If we allow an animal, you must sign a separate

animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal. You must not feed stray or wild animals, or allow an unauthorized animal to be tied to any porch, tree or other object on the premises at any time.

## 27.2 Violations of Animal Policies.

**(A) Charges for violations.** If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If you violate the animal restrictions or other animal rules, you'll pay an initial charge of \$ **100.00** per animal (not to exceed \$100 per animal) and a daily charge of \$ **10.00** per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your dwelling until it is removed. If an animal has been in the dwelling at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

**(B) Removal and return of animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the dwelling, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 28. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization.

**28. 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.

**29. Multiple Residents.** Each resident is jointly and severally liable for all Lease obligations. 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 nondefaulting residents and their guarantors.

## Replacements

### 30. Replacements and Subletting.

**30.1 When Allowed.** Replacing a resident, subletting, licensing or assigning a resident's 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 reletting charge will not be due;
- a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; **and**
- the departing and remaining residents will remain liable for all Lease obligations for the rest of the original Lease term.

**30.2 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.

**30.3 Rental Prohibited.** You agree that you won't rent, offer to rent or license all or any part of your dwelling to anyone else unless otherwise agreed to by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your dwelling. 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

### 31. Our Responsibilities.

**31.1 Generally.** We'll act with customary diligence to:

- keep outside areas reasonably clean, subject to Par. 25;
- maintain fixtures, hot water, heating, and air-conditioning equipment;
- substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
- 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.

**31.2 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:**

- all rent must be current, and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- 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'll have a reasonable time to repair or remedy; **and**
- 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.**

**31.3 Request by Mail.** Instead of giving the two written requests 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'll 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'll refund security deposits and prorated rent as required by law.

### 32. Default by Resident.

**32.1 Acts of Default.** You'll 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.

**32.2 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.**

**32.3 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.

**32.4 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 move-out 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'll 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.

**32.5 Other Remedies.** We may report unpaid amounts 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 nonprevailing 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.

**32.6 Mitigation of Damages.** If you move out early, you'll be subject to Par. 10 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all later rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

## General Clauses

### 33. Other Important Provisions.

**33.1 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 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.

**33.2 Miscellaneous.** All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or non-duty 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. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the dwelling is located. Neither an invalid clause nor the omission of initials on any page invalidates this Lease. 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. 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."

**33.3 Severability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease.

**34. Payments.** Payment of each sum due is an independent covenant. When we receive money, other than sale proceeds under Par. 14 or water 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 are due upon our demand. After the due date, we do not have to accept any payments.

**35. TAA Membership.** We represent that, at the time of signing this Lease, we, the management company representing us, or any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the dwelling is located. The member is either an owner/management-company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 8). If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

## When Moving Out

### 36. Move-Out Notice.

**36.1 Requirements and Compliance.** Your move-out notice doesn't release you from liability for the full term of the Lease or renewal term. You'll still be liable for the entire Lease term if you move out early except under Par. 9, 17, 22, 23, or 31. **Your move-out notice must comply with each of the following:**

- We must receive advance written notice of your move-out date. You must give notice in advance by at least the number of days required in Par. 3 or in special provisions—even if the Lease has become a month-to-month lease. Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, it will suffice for move-out on the last day of that month, as long as all other requirements below are met.
- Your move-out notice must be in writing. An oral move-out notice will not be accepted and will not terminate your Lease.
- Your move-out notice must not terminate the Lease sooner than the end of the Lease term or renewal period.
- If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move-out is required.

**36.2 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.

**37. 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 under Par. 10 and 32. 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.

**38. 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'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

**39. 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.

**40. Security Deposit Deductions and Other Charges.** You'll 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 under Par. 14; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; 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; a charge (not to exceed \$150) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices referenced in Par. 5 if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 32; and (C) a reletting fee if you've violated Par. 10. **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.**

### 41. Deposit Return, Surrender, and Abandonment.

**41.1 Your Deposit.** We'll 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.

**41.2 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 Par. 5 have been turned in to us—whichever happens first.

**41.3 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 not connected in our name 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. An dwelling is also considered abandoned 10 days after the death of a sole resident.

**41.4 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 (Par. 14), but don't affect our mitigation obligations (Par. 32).



**SUMMARY OF KEY INFORMATION**

*The Lease will control if there's a conflict with this summary.*

■ Address: \_\_\_\_\_ Unit # \_\_\_\_\_  
 ■ Beginning date of Lease (Par. 3) 08/10/2018 ■ Ending date of Lease (Par. 3) 08/09/2019  
 ■ Number of days notice for termination (Par. 3) 30 ■ Consent for guests staying more than 4 days (Par. 2)  
 ■ Total security deposit (Par. 4) \$ 710.00 ■ Animal deposit (if any) \$ 85.00  
 ■ Security deposit (Par. 4)  does **OR**  does not include an animal deposit.  
 ■ Security deposit refund check will be by (Par. 4) (**check one**)  one check jointly payable to all residents (default),  
**OR**  one check payable to and mailed to \_\_\_\_\_  
 ■ # of keys/access devices (Par. 5) for 1 unit, \_\_\_\_\_ mailbox, \_\_\_\_\_ other \_\_\_\_\_  
 ■ Your move-out notice will terminate Lease on (Par. 5): (**check one**)  last day of month **OR**  exact day designated in notice  
 ■ Check here  if the dwelling is to be furnished (Par. 5) ■ Check here  if there is a concession addendum  
 ■ Rent to be paid (Par. 6): (**check all that apply**) at 105 S. Meadow Lane, El Campo, TX 77437  
**AND payable to**  owner or  online via Tenant Portal  
 ■ Check here if included in monthly rent:  garage,  storage,  carport,  washer/dryer, or  other \_\_\_\_\_  
 ■ Total monthly rent (Par. 6) \$ 645.00 ■ Prorated rent (Par. 6) for (**check one**)  
 first month **OR**  second month \$ 457.74  
 ■ Late charges if rent is not paid on or before (Par. 6) 3rd ■ Daily late charge (Par. 6) \$ 15.00  
 ■ Initial late charge (Par. 6) \$ 50.00 ■ Animal violation charges (Par. 27)  
 ■ Returned-check charge (Par. 6) \$ 30.00 Initial \$ 100.00 Daily \$ 10.00  
 ■ Monthly animal rent (if any) \$ 15.00 ■ Monthly trash / waste (if any) \$ 7.40  
 ■ Monthly pest control (if any) \$ 8.12  
 ■ Repair or service call fee (Par. 6) \$ \_\_\_\_\_  
 ■ Who provides trash receptacle (Par. 12): (**check one**)  you,  us,  city utility,  other \_\_\_\_\_  
 ■ Who replaces broken or missing trash receptacle (Par. 12): (**check one**)  you **OR**  us  
 ■ Utility connection charge (Par. 12) \$ 50.00 ■ You are: (**check one**)  required to buy insurance **OR**  
 not required to buy insurance (Par. 8)  
 ■ Agreed reletting charge (Par. 10) \$ 548.25  
 ■ Special provisions (Par. 9): 12.3 You will pay Pest Control fees on a monthly basis for a quarterly service, arranged by us.

**Signatures and Attachments**

**42. Attachments.** We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by email if we have communicated by email about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed.

- Access Gate Addendum
- Additional Special Provisions
- Allocation Addendum for:  electricity  water  gas
- central system costs  trash/recycling  cable/satellite
- stormwater/drainage  services/government fees
- Animal Addendum
- Asbestos Addendum (if asbestos is present)
- Bed Bug Addendum
- Early Termination Addendum
- Enclosed Garage, Carport, or Storage Unit Addendum
- Intrusion Alarm Addendum
- Inventory & Condition Form
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs
- Lease Contract Guaranty (guaranties, if more than one)
- Legal Description of Dwelling (optional, if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Owner's Rules or Policies
- Parking Permit or Sticker (quantity: \_\_\_\_\_)
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- Security Guidelines Addendum
- PUC Tenant Guide to Water Allocation
- Utility Submetering Addendum:  electricity  water  gas
- Other **Maintenance Procedures Ad**
- Other **Parking Plan**
- Other \_\_\_\_\_
- Other \_\_\_\_\_

Name, address and telephone number of locator service (if applicable —must be completed to verify TAA membership under Par. 35):

**43. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and **you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

**YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PAR. 43 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.**

Resident initials: \_\_\_\_\_

**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.**

**Resident or Residents (all sign below)**

\_\_\_\_\_ (Name of Resident) \_\_\_\_\_ Date signed  
 \_\_\_\_\_ (Name of Resident) \_\_\_\_\_ Date signed  
 \_\_\_\_\_ (Name of Resident) \_\_\_\_\_ Date signed  
 \_\_\_\_\_ (Name of Resident) \_\_\_\_\_ Date signed  
 \_\_\_\_\_ (Name of Resident) \_\_\_\_\_ Date signed  
 \_\_\_\_\_ (Name of Resident) \_\_\_\_\_ Date signed  
 \_\_\_\_\_ (Name of Resident) \_\_\_\_\_ Date signed

**Owner or Owner's Representative** (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes  
105 S. Meadow Lane  
EL Campo, TX 77437  
(979) 320-9418

After-hours phone number (979) 320-9418  
 (Always call 911 for police, fire, or medical emergencies.)  
 Date form is filled out (same as on top of page 1) 07/05/2018



# Inventory and Condition Form

Resident's Name: \_\_\_\_\_ Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_  
 Resident's Name: \_\_\_\_\_ Home #: (\_\_\_\_) \_\_\_\_\_ Work #: (\_\_\_\_) \_\_\_\_\_

Apartment Community Name: \_\_\_\_\_  
 or Street Address (if house, duplex, etc.): \_\_\_\_\_ **El Campo, TX 77437** Apt. # \_\_\_\_\_

**Within 48 hours after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.**

Move-In or  Move-Out Condition (Check one)

### Living Room

Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Lamps, bulbs \_\_\_\_\_  
 Water Stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

### Kitchen

Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Stove/oven, trays, pans, shelves \_\_\_\_\_  
 Vent hood \_\_\_\_\_  
 Refrigerator, trays, shelves \_\_\_\_\_  
 Refrigerator light, crisper \_\_\_\_\_  
 Dishwasher, dispensers, racks \_\_\_\_\_  
 Sink/disposal \_\_\_\_\_  
 Microwave \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

### General Items

Thermostat \_\_\_\_\_  
 Cable TV or master antenna \_\_\_\_\_  
 A/C filter \_\_\_\_\_  
 Washer/dryer \_\_\_\_\_  
 Garage door \_\_\_\_\_  
 Ceiling fans \_\_\_\_\_  
 Exterior doors, screens/screen doors, doorbell \_\_\_\_\_  
 \_\_\_\_\_  
 Fireplace \_\_\_\_\_  
 Other \_\_\_\_\_

### Dining Room

Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

### Halls

Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

### Exterior (if applicable)

Patio/yard \_\_\_\_\_  
 Fences/gates \_\_\_\_\_  
 Faucets \_\_\_\_\_  
 Balconies \_\_\_\_\_  
 Other \_\_\_\_\_

### Bedroom (describe which one):

Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light Fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_



**Bedroom** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bedroom** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Closets, rods, shelves \_\_\_\_\_  
 Closet lights, fixtures \_\_\_\_\_  
 Water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Bathtub, enclosure, stopper \_\_\_\_\_  
 Shower, doors, rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Bath** (describe which one): \_\_\_\_\_  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Bathtub, enclosure, stopper \_\_\_\_\_  
 Shower, doors, rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Half Bath**  
 Walls \_\_\_\_\_  
 Wallpaper \_\_\_\_\_  
 Plugs, switches, A/C vents \_\_\_\_\_  
 Woodwork/baseboards \_\_\_\_\_  
 Ceiling \_\_\_\_\_  
 Light fixtures, bulbs \_\_\_\_\_  
 Exhaust fan/heater \_\_\_\_\_  
 Floor/carpet \_\_\_\_\_  
 \_\_\_\_\_  
 Doors, stops, locks \_\_\_\_\_  
 Windows, latches, screens \_\_\_\_\_  
 Window coverings \_\_\_\_\_  
 Sink, faucet, handles, stopper \_\_\_\_\_  
 Countertops \_\_\_\_\_  
 Mirror \_\_\_\_\_  
 Cabinets, drawers, handles \_\_\_\_\_  
 Toilet, paper holder \_\_\_\_\_  
 Bathtub, enclosure, stopper \_\_\_\_\_  
 Shower, doors, rods \_\_\_\_\_  
 Tile \_\_\_\_\_  
 Plumbing leaks, water stains or mold on walls, ceilings or baseboards \_\_\_\_\_  
 \_\_\_\_\_  
 Other \_\_\_\_\_

**Safety or Pest-Related Items** (Put "none" if item does not exist)  
 Door knob locks \_\_\_\_\_  
 Keyed deadbolt locks \_\_\_\_\_  
 Keyless deadbolts \_\_\_\_\_  
 Keyless bolting devices \_\_\_\_\_  
 Sliding door latches \_\_\_\_\_  
 Sliding door security bars \_\_\_\_\_  
 Sliding door pin locks \_\_\_\_\_  
 Doorviewers \_\_\_\_\_  
 Window latches \_\_\_\_\_  
 Porch and patio lights \_\_\_\_\_  
 Smoke alarms (push button to test) \_\_\_\_\_  
 Other detectors \_\_\_\_\_  
 Alarm system \_\_\_\_\_  
 Fire extinguishers (look at charge level—BUT DON'T TEST!) \_\_\_\_\_  
 Garage door opener \_\_\_\_\_  
 Gate access card(s) \_\_\_\_\_  
 Other \_\_\_\_\_  
 \_\_\_\_\_  
 Pest-related concerns \_\_\_\_\_

**Date of Move-In:** \_\_\_\_\_  
**or Date of Move-Out:** \_\_\_\_\_

**Acknowledgment.** You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke alarms and any other detector(s) and verify they are operating correctly. You acknowledge that you and our representative have inspected the dwelling and that no signs of bedbugs or other pests are present.

***In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out and for bringing to our attention any safety or pest-related concerns.***

**Resident or Resident's Agent:** \_\_\_\_\_

**Date of Signing:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_

**Date of Signing:** \_\_\_\_\_



# Animal Addendum

Date of Lease: July 5, 2018

(when the Lease is filled out)

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

### 1. Dwelling Unit.

Unit # \_\_\_\_\_  
at \_\_\_\_\_ (street address)  
in El Campo (city),  
Texas 77437 (zip code).

### 2. Lease Contract.

Lease Contract date: July 5, 2018

Owner's name: J4 Real Estate, LLC

Residents (list all residents): \_\_\_\_\_  
\_\_\_\_\_

**3. Conditional Authorization for Animal.** You may keep the animal or animals described below in the dwelling until the Lease Contract expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

**4. Animal Deposit.** You must pay a one-time animal deposit of \$ 85.00 when you sign this addendum. This deposit adds to your total security deposit under the Lease Contract, and we consider that total balance a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease Contract, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

**5. Assistance or Service Animals.** When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

**6. Search and Rescue Dogs.** We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

**7. Additional Monthly Rent.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 15.00.

**8. Additional Fee.** You must also pay a one-time nonrefundable fee of \$ 200.00 to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

**9. Liability Not Limited.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, replacements, or personal injuries.

**10. Description of Animal.** You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: \_\_\_\_\_

Type: Dog

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

City of license: El Campo

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

**11. Special Provisions.** The following special provisions control over any conflicting provisions of this addendum:

Gentle & housebroken cats/dogs only.

Excludes breeds deemed unsafe/

aggressive (Mastiff/Chow/Pit Bull/

Doberman Pincher/German Shephard/

Rottweiler/Staffordshire Terrier).

Caged animals (3'x'3'x3' max) may be

permitted - 2/cage allowed = 1 pet.

Max. 20-gallon aquarium w/fish = 1 pet.

**12. Emergency.** In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

**13. Animal Rules.** You are responsible for the animal's actions at all times. You agree to follow these rules:

**13.1 Shots and Licenses.** The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

**13.2 Disturbances.** The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

**13.3 Housebreaking, Cages, Offspring.** Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

**13.4 Indoor Waste Areas.** Inside, the animal may urinate or defecate only in these designated areas: Litter Box or  
Cage w/ litter, lining or pad

**13.5 Outdoor Waste Areas.** Outside, the animal may urinate or defecate only in these designated areas: Grassy  
Areas in Rear/Side nearest your

**13.6 Tethering.** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.



**13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.

**13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

**13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.

**13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.

**14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including eviction and recovering damages and attorney's fees from you.

**16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.

**17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.

- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
  - (B) left the animal in the dwelling unit for an extended period of time without food or water;
  - (C) failed to care for a sick animal;
  - (D) violated our animal rules; *OR*
  - (E) let the animal defecate or urinate where it's not allowed.

**17.2 Removal Process.** To remove an animal, we must follow the procedures in paragraphs 27 and 28 of the Lease Contract, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

**18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.

**19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**20. Multiple Residents.** Each resident who signed the Lease Contract must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

**21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

**22. General.** You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease Contract described above.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents** (*all sign below*)

**Owner or Owner's Representative** (*sign below*)

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
Date signed

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*



# Mold Information and Prevention Addendum

Date of Lease: July 5, 2018

(when the Lease is filled out)

*Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.*

**1. Addendum.** This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent.

That dwelling is: Unit # \_\_\_\_\_  
at \_\_\_\_\_

(name of apartments)

or other dwelling located at \_\_\_\_\_

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located: El Campo, TX

**2. About Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would all be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside a dwelling when excess moisture is present. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

**3. Preventing Mold Begins with You.** To minimize the potential for mold growth in your dwelling, you must:

- Keep your dwelling clean—particularly the kitchen, the bathrooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
- Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. Also when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It's also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.
- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as necessary.

**4. Avoiding Moisture Buildup.** To avoid mold growth, it's important to prevent excess moisture buildup in your dwelling. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks;
- washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking;
- leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

**5. Cleaning Mold.** If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

**6. Warning for Porous Surfaces and Large Surfaces.** Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

**7. Compliance.** Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

**If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.**

**Resident or Residents** (all sign below)

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

**Owner or Owner's Representative** (sign below)

\_\_\_\_\_  
Date signed

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*





TEXAS APARTMENT ASSOCIATION

M E M B E R

# Resident's Notice of Intent to Move Out

(Deliver to owner's representative.)

Date when filled out: July 5, 2018

Apt. #: \_\_\_\_\_ Apartment community \_\_\_\_\_

or street address (if house, duplex, etc.) \_\_\_\_\_ E1 Campo, TX 77437

Names of all residents on Lease Contract \_\_\_\_\_

Date you will move out and surrender premises: \_\_\_\_\_

**1. Date of Surrender.** Under paragraph 41 of the Lease Contract, you surrender the dwelling for all purposes (including security-deposit refund, cleaning, and all repairs) when any of these events occurs:

- You turn in all keys and access devices where you pay the rent;
- The move-out date passes and no one is living in the dwelling; **OR**
- You abandon the dwelling (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.

**2. Changes in Move-Out Date.** Under paragraph 37 of the Lease Contract, you must get our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents must be able to rely on this move-out notice for all purposes.

**3. Early Move-Out and Other Lease Contract Violations.** Under paragraph 36 of the Lease Contract, just because our representative gets this notice does not mean that we have approved your early move-out or that you are no longer liable for money that may become due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including accelerated rent for the remainder of the lease term, reletting charges, late charges, returned-check charges, damages, attorney's fees, contractual lien (unless otherwise prohibited by law), and liability for increased holdover rents and Lease Contract extensions.

**4. Holdover.** If you stay past the move-out date, you will be subject to increased rent for the holdover period and will incur substantial special damages as outlined in paragraph 32 of the Lease Contract.

**5. Cleaning.** Under paragraph 38 of the Lease Contract, you must leave the dwelling clean. Please follow any written move-out cleaning instructions that we've furnished.

**6. Security-Deposit Refund.** The check for your security-deposit refund, less any itemized deductions, will be handled as explained in paragraph 41 of the Lease Contract. If you cause us to have to stop payment on the check and reissue another one, you will be responsible for any bank charges and other expenses we incur. Please provide below the forwarding address of the person or people listed in paragraph 4 of the Lease Contract.

**7. Retaining Receipt.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

**8. Proper Notice.** When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA), or because of family violence or sexual assault. Your advance notice must be at least the number of days' notice required in Paragraph 3 of the Lease Contract, even if your contract has become a month-to-month lease. If we require you to give us more than 30 days' written notice to move-out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice.

**9. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative is not authorized to bind or limit us from charging for necessary repairs, damages, or charges. Any statement or estimate, either by us or by our representative, is subject to our correction, modification, or disapproval before final refunding or accounting.

**10. Reasons for Moving.** \_\_\_\_\_

**Your Signature or Signatures**

**Your Forwarding Address (required)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You may be contacted now at:

Home phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Work phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Date when you delivered this notice: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Owner's representative who received this notice:

Date notice was received: \_\_\_\_\_

Move-out date was  approved  not approved.

**Tear Here**

**Owner's Acknowledgment of Receiving Move-Out Notice**

(Copy and return to resident.)

We have received your notice of intent to move out of Apt. # \_\_\_\_\_ in \_\_\_\_\_

(name of apartment community), or street address (if house, duplex, etc.): \_\_\_\_\_ E1 Campo, TX 77437

(city, state, zip)

on \_\_\_\_\_ (date). If move-out is approved, your prorated rent (if any) through the move-out date will be \$ \_\_\_\_\_.

If you fail to pay rent through the remainder of the Lease Contract term or renewal period, you will have to pay a reletting fee under paragraph 10 of the Lease Contract.

If your move-out notice does not comply with paragraph 23 or 36 and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, including a reletting fee under paragraph 10 of the Lease Contract.

We encourage you to reconsider your decision to move out, but at our option, we may rely on your notice and enter into a Lease Contract with someone else. That lease will take effect the day after your move-out date.

Our receipt or acceptance of your move-out notice does not waive or diminish our remedies (such as reletting charges, suit for rent, exercise of liens, and the like) for early move-out, nonpayment, holding over, and other Lease Contract violations.

**(Owner to check only one of the following):**

- We approve the move-out date that you submitted in your Notice of Intent to Move Out, and your Lease Contract term will end on that date.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Your notice is presumed disapproved until we notify you otherwise.
- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. We may rely on your notice for purposes of reletting your dwelling unit to others.

Date notice was received by our representative: \_\_\_\_\_ Signature of our representative: \_\_\_\_\_

You are entitled to receive a copy of this Resident's Notice of Intent to Move Out after it is fully signed. Keep it in a safe place.

**LEASE ADDENDUM FOR EARLY TERMINATION OF LEASE CONTRACT**

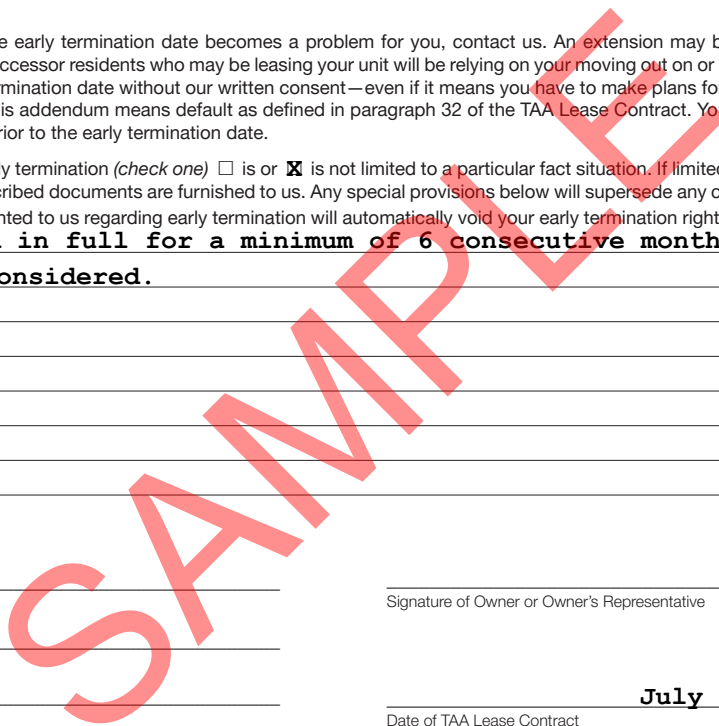
1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_ Apartments in El Campo, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Right of early termination.** We understand that circumstances may arise in the future that pose a need for you to terminate this TAA Lease Contract prior to the end of the lease term. The purpose of this addendum is to give you the right to do so—subject to any special provisions in paragraph 8 below. In order to terminate early, your notice must be signed by all residents listed in paragraph 1 of the TAA Lease Contract and you must comply with all provisions of this addendum.
3. **Procedures.** You may terminate the TAA Lease Contract prior to the end of the lease term and thus avoid any potential liability exposure for non-payment of rent for the remainder of the lease term *if all of the following occur*:
  - (a) you give us written notice of early termination at least 30 days prior to your early termination date (i.e., your early move-out date), which (*check one*)  must be the last day of a month or  may be during a month;
  - (b) you specify the early termination date in the notice, i.e., the date by which you'll move out;
  - (c) you are not in default under the TAA Lease Contract on the date you give us the notice of early termination;
  - (d) you are not in default under the TAA Lease Contract on the early termination date (move-out date);
  - (e) you move out on or before the early termination date and do not hold over;
  - (f) you pay us a \$ 548.25 early termination fee;
  - (g) you pay us the amount of any rent or other concessions you received when signing the TAA Lease Contract; and
  - (h) you comply with any special provisions in paragraph 8 below.
4. **Payment of fees and other sums.** The early termination fee in paragraph 3(f) is due and payable no later than 10 days after you give us your early termination notice. The repayment of any rent concessions or discounts you received during the TAA Lease Contract term will be determined by the Lease Addendum for Rent Concession or Other Rent Discount. This repayment and any other monetary obligations for the entire TAA Lease Contract term are due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.
5. **Showing unit to prospective residents.** After you give us notice of early lease termination, paragraph 28 of the TAA Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your early termination date.
6. **Compliance essential.** Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the move-out date stated in your notice of early termination. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your early termination right and this addendum will be voided automatically. In that case; (1) any amounts you have paid under this addendum will become part of your security deposit, and (2) the lease will continue without early termination. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.
7. **Miscellaneous.** If moving out by the early termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to others. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the early termination date. Therefore, you may not stay beyond the early termination date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 3(c) and 3(d) of this addendum means default as defined in paragraph 32 of the TAA Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the early termination date.
8. **Special provisions.** Your right of early termination (*check one*)  is or  is not limited to a particular fact situation. If limited, early termination may be exercised only if the following facts occur and the described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed form. Any false statements or documents presented to us regarding early termination will automatically void your early termination right and this addendum. The special provisions are: **Rent must be paid in full for a minimum of 6 consecutive months for an early lease termination to be considered.**

\_\_\_\_\_  
 Signatures of All Residents

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Signature of Owner or Owner's Representative

July 5, 2018  
 Date of TAA Lease Contract





**LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS**

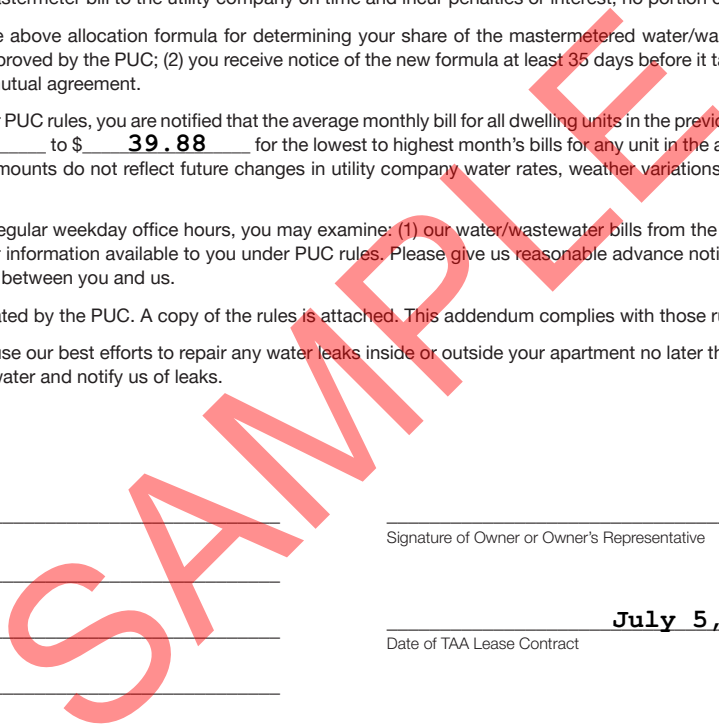
1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_ Apartments in **E1 Campo**, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.
3. **Your payment due date.** Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Public Utility Commission of Texas (PUC) and described below.  
The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.124 of the PUC rules (*check only one*):
  - subdivision (i) actual occupancy;
  - subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
  - subdivision (iii) average occupancy (PUC average for number of bedrooms in unit);
  - subdivision (iv) combination of actual occupancy and square feet of the apartment; or
  - subdivision (v) submetered hot/cold water, ratio to total.
 The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the 30 day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.
5. **Common area deduction.** We will calculate your allocated share of the mastermetered water/wastewater bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
6. **Change of allocation formula.** The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.
7. **Previous average.** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ 2017 per unit, varying from \$ 7.11 to \$ 39.88 for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.
8. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
9. **PUC.** Water allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.
10. **Conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

July 5, 2018  
Date of TAA Lease Contract



## Water allocation and submetering is regulated by the Texas Public Utility Commission (PUC). In accordance with PUC rules, a copy of the applicable rules are provided to you below:

### SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

#### §24.121. General Rules and Definitions.

- (a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.
- (b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis.
- (c) Definitions. The following words and terms, when used in this subchapter, have the following meanings, unless the context clearly indicates otherwise.
  - (1) Allocated utility service - Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.
  - (2) Apartment house - A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rental paid at intervals of one month or longer.
  - (3) Customer service charge - A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
  - (4) Dwelling unit - One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.
  - (5) Dwelling unit base charge - A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.
  - (6) Master meter - A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.
  - (7) Manufactured home rental community - A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.
  - (8) Multiple use facility - A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.
  - (9) Occupant - A tenant or other person authorized under a written agreement to occupy a dwelling.
  - (10) Owner - The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; a condominium association; or any individual, firm, or corporation that purports to be the landlord of tenants in an apartment house, manufactured home rental community, or multiple use facility.
  - (11) Point-of-use submeter - A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.
  - (12) Submetered utility service - Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.
  - (13) Tenant - A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.
  - (14) Utility service - For purposes of this subchapter, utility service includes only drinking water and wastewater.

#### §24.122. Owner Registration and Records.

- (a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.
- (b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which

construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:

- (1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or
  - (2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.
- (c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.
  - (d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.
  - (e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:
    - (1) a current and complete copy of TWC, Chapter 13, Subchapter M;
    - (2) a current and complete copy of this subchapter;
    - (3) a current copy of the retail public utility's rate structure applicable to the owner's bill;
    - (4) information or tips on how tenants can reduce water usage;
    - (5) the bills from the retail public utility to the owner;
    - (6) for allocated billing:
      - (A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;
      - (B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.124(e)(2) of this title (relating to Charges and Calculations); and
      - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
    - (7) for submetered billing:
      - (A) the calculation of the average cost per gallon, liter, or cubic foot;
      - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
      - (C) all submeter readings; and
      - (D) all submeter test results;
    - (8) the total amount billed to all tenants each month;
    - (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
    - (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
  - (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
  - (g) Availability of records
    - (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
    - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
    - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant



within 30 days of the owner receiving a written request from the tenant.

- (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

#### **§24.123. Rental Agreement.**

- (a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:
  - (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
  - (2) which utility services will be included in the bill issued by the owner;
  - (3) any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
  - (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
  - (5) if not submetered, a clear description of the formula used to allocate utility services;
  - (6) information regarding billing such as meter reading dates, billing dates, and due dates;
  - (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
  - (8) the tenant has the right to receive information from the owner to verify the utility bill; and
  - (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24,1 24(d)(3) (related to Charges and Calculations) of this title that will be billed to tenants.
- (b) Requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.
- (c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.
- (d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:
  - (1) equipment failures; or
  - (2) meter reading or billing problems that could not feasibly be corrected.
- (e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

#### **§24.124. Charges and Calculations.**

- (a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.
- (b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
  - (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility

- (2) to the owner multiplied by the tenant's monthly water consumption;
- (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
- (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
  - (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
  - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f); and
- (4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
- (e) Calculations for allocated utility service.
  - (1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:
    - (A) dwelling unit base charges or customer service charge, if applicable; and
    - (B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:
      - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
      - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
      - (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
      - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
  - (2) To calculate a tenant's bill:
    - (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
      - (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
      - (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
        - (I) dwelling unit with one occupant = 1;
        - (II) dwelling unit with two occupants = 1.6;

- (III) dwelling unit with three occupants = 2.2; or
  - (IV) dwelling unit with more than three occupants = 2.2 + 0.4 per each additional occupant over three; or
  - (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
    - (I) dwelling unit with an efficiency = 1;
    - (II) dwelling unit with one bedroom = 1.6;
    - (III) dwelling unit with two bedrooms = 2.8;
    - (IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or
  - (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
  - (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
  - (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
  - (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
    - (i) any of the factors developed under subparagraph (A) of this paragraph; or
    - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
  - (D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:
    - (i) any of the factors developed under subparagraph (A) of this paragraph; or
    - (ii) the square footage of the rental space divided by the total square footage of all rental spaces.
  - (3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.
  - (f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.123(c) of this title (relating to Rental Agreement) and either:
    - (1) adopt one of the methods in subsection (e) of this section; or
    - (2) install submeters and begin billing on a submetered basis; or
    - (3) discontinue billing for utility services.
- §24.125. Billing.**
- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.124 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in their rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.
  - (b) Rendering bill.
    - (1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.
    - (2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.
  - (c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.
  - (d) Billing period.
    - (1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.
    - (2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.
  - (e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.
  - (f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:
    - (1) total amount due for submetered or allocated water;
    - (2) total amount due for submetered or allocated wastewater;
    - (3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;
    - (4) total amount due for water or wastewater usage, if applicable;
    - (5) the name of the retail public utility and a statement that the bill is not from the retail public utility;
    - (6) name and address of the tenant to whom the bill is applicable;
    - (7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and
    - (8) name, address, and telephone number of the party to whom payment is to be made.
  - (g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:
    - (1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;
    - (2) the cost per gallon, liter, or cubic foot for each service provided; and
    - (3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.
  - (h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.
  - (i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.
  - (j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.
  - (k) Overbilling and underbilling. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the underbilling. Adjustments for usage by a previous tenant may not be back billed to a current tenant.
  - (l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.
  - (m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

**§24.127. Submeters or Point-of-Use Submeters and Plumbing Fixtures.**

- (a) Submeters or point-of-use submeters
- (1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.
  - (2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.
  - (3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.
  - (4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.
  - (5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.
  - (6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:
    - (A) an identifying number;
    - (B) the installation date (and removal date, if applicable);
    - (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
    - (D) copies of all tests; and
    - (E) the current location of the submeter or point-of-use submeter.
  - (7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:
    - (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
    - (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.
- (8) Billing for submeter or point-of-use submeter test.
- (A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters. PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379.
  - (B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.
  - (C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.
- (9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
- (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
  - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
  - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
    - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
    - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.



**LEASE ADDENDUM FOR SATELLITE DISH OR ANTENNA**

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_ Apartments in \_\_\_\_\_, Texas

**OR**

the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_ **El Campo**, Texas.

2. **Number and size.** You may install   1   satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.
3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
4. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
5. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.
8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna, or related equipment. You will not be responsible for normal wear and tear.
9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ **25000.00**, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
10. **Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ **100.00**  effective at time of installation or  effective within \_\_\_\_\_ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.
11. **When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

**July 5, 2018**

\_\_\_\_\_  
Date of TAA Lease Contract

**LEASE ADDENDUM FOR ALLOCATING CENTRAL SYSTEM UTILITY COSTS**

(For operation of central HVAC and/or central hot water system)

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the **J4 Real Estate, LLC**

\_\_\_\_\_ Apartments in **El Campo**, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. **Reason for allocation.** When utility costs for operating a central heating/air conditioning system or a central hot water system are paid by the property owner, residents have little incentive to conserve. This often results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. *Allocation of central system utility costs saves money for residents because it encourages conservation.*

3. **Payment due date.** Payment of your allocated share of the central system utility costs is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. Unless otherwise provided, you agree to pay it at the same place your rent is paid under your lease. There will be a late charge of 5 percent of your bill if your bill is not timely paid.

4. **Allocation procedures.** Central system allocation is governed by the Public Utility Commission. You agree to the allocation system described below for utilities used in operating the central system(s) for the entire apartment community. During the lease term, we are authorized to allocate such central system utility costs to your apartment unit as described in paragraph 7 on the basis of *[check one]*

- square footage
- submetered electricity or submetered water or
- a combination of methods.

5. **What is covered.** Your monthly rent in paragraph 6 of your TAA Lease Contract does *not* cover the cost of electricity and gas used in operating (1) a central heating/air conditioning and/or (2) a central hot water system. You will be receiving a separate bill from us for such utilities, as indicated below.

*[check if applicable]*. Your monthly share of the electricity and gas for operating a CENTRAL HEATING AND AIR CONDITIONING SYSTEM is described in paragraph 7.

*[check if applicable]*. Your monthly share of the electricity and gas for operating a CENTRAL HOT WATER SYSTEM is described in paragraph 7.

6. **No extras.** No administrative or other fee will be added to the total utility costs to be allocated for operating the central system. Penalties or interest for our late payment of the utility bills for operating the central system will be paid by us and will not be allocated.

7. **Formula.** *[check the one option that is applicable]*

*Allocation will be based on square footage.* The formula for allocating utility costs for the above central system(s) will be a percentage calculated by dividing the square feet in your apartment unit by the total square feet in all units and in all heated common areas and office areas in the entire apartment community. This percentage is **100**.

*Allocation will be based on a submetered utility.* The formula for allocating utility costs for the above central system(s) will be a percentage calculated by dividing the submetered water or electricity consumption in your dwelling unit by the total submetered consumption in all dwelling units in the apartment community. The submetered utility being used for the central system allocation is *[check one]*  water or  electricity.

*Allocation will be based on a combination of the first two formulas:* 50 percent of your allocation will be according to square footage and 50 percent of your allocation will be according to a submetered utility. The utility being used for the "submetered utility" portion of the formula is *[check one]*  submetered water or  submetered electricity. This percentage is \_\_\_\_\_.

8. **Previous average.** The average monthly amount of the allocated share of central system utilities for apartment no. \_\_\_\_\_ for the most recent calendar year was:

\$ \_\_\_\_\_ for the central HVAC system, and

\$ **16.53** for the central hot water system.

The above amounts represent an allocation based on *[check one]*  square footage,  submetered utility or  a combination of square footage and submetered utility.

9. **Change of allocation formula.** The above allocation formula for determining your share of central system operating costs cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 90 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

10. **Right to examine records.** You may examine our central system utility bills and our calculations relating to the monthly allocation of central system utility costs during regular weekday office hours. While it is not required, please give us reasonable advance notice to gather the data.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

**July 5, 2018**

\_\_\_\_\_  
Date of TAA Lease Contract

**LEASE ADDENDUM FOR PATIO OR YARD MAINTENANCE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_  
\_\_\_\_\_ Apartments  
in \_\_\_\_\_, Texas

**OR**

the condominium/townhome located at (street address) \_\_\_\_\_ in  
**El Campo**, Texas.

2. **Responsibility for area.** The apartment or condominium/townhome unit has a fenced or enclosed patio, yard or atrium. Unless we, as owner, expressly assume responsibility below, you, as resident, will perform or pay for yard maintenance of such fenced or enclosed area, as follows:

- You or  we will keep the lawn mowed and edged and maintain all plants, trees, shrubs, etc.
- You or  we will water the lawn and other vegetation.
- You or  we will keep the lawn, flowerbeds, sidewalks, porches and driveways free of trash and debris.
- You are,  we are, or  no one is obligated to fertilize lawn and plants.

3. **Report problems.** You must promptly report infestations or dying vegetation to us. You may not modify existing landscape, change any plants or plant a garden without our prior written approval.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

**July 5, 2018**  
\_\_\_\_\_  
Date of TAA Lease Contract

SAMPLE



**LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_ Apartments in \_\_\_\_\_, Texas  
**OR**  
the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_ **El Campo**, Texas.

2. **Flat fee for trash/recycling costs.** Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ **7.40** for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ **1.00** per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

3. **Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ \_\_\_\_\_ (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

**July 5, 2018**

\_\_\_\_\_  
Date of TAA Lease Contract

**SAMPLE**

**NO SMOKING LEASE ADDENDUM**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_ in the \_\_\_\_\_ Apartments in \_\_\_\_\_, Texas.

**OR**

the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_ **El Campo**, Texas.

2. **Smoking**, in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

3. **Smoking permitted in designated areas of the apartment community.** Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

- is permitted
- is not permitted.

Only the following outside areas may be used for smoking: **Rear or Side of Building nearest your unit.**

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

4. **Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. **Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. **Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. **Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. **Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. **Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no-smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. **No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
- Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

**July 5, 2018**

\_\_\_\_\_  
Date of TAA Lease Contract

SAMPLE





# Federally Required Lead Hazard Information and Disclosure Addendum

Date of Lease: July 5, 2018  
(when the Lease is filled out)

**IMPORTANT NOTICE TO RESIDENTS:** The following information is taken from a brochure entitled "Protect Your Family from Lead in Your Home" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. **While the information must be distributed to residents before they become obligated under the lease for most types of housing built before 1978, it does not mean that the dwelling contains lead-based paint (LBP).** The brochure was written in general terms and applies to both home purchasers and renters. The information outlines action that can be taken to test for, remove or abate LBP in a dwelling. The TAA Lease Contract ("Lease") specifically prohibits a resident from performing this type of work—only the dwelling owner may do so under the Lease. If you have any questions about the presence of LBP in your dwelling, please contact the owner or management company before taking any action to test, abate or remove LBP. **NOTE:** Page references in the content of this form are to pages in the EPA brochure.

**Protect Your Family From Lead in Your Home**

EPA United States Environmental Protection Agency  
 United States Consumer Product Safety Commission  
 United States Department of Housing and Urban Development

June 2017

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

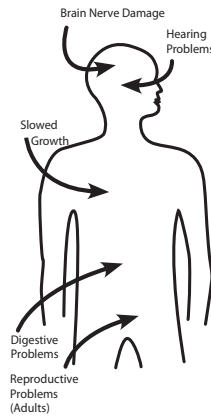
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most

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**For More Information**

**The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

**EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

**Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

**State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

**Consumer Product Safety Commission (CPSC)**

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

**U. S. Department of Housing and Urban Development (HUD)**

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017

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**IMPORTANT!**

**Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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- Texas Department of State Health Services**—512/458-7111     
  **HUD Healthy Homes and Lead Hazard Control**—202/755-1785  
 **EPA Region 6 Office (includes Texas)**—214/665-2704     
  **CPSC**—800/638-2772     
  **National Lead Information Center**—800/424-5323

**FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

**LEAD WARNING STATEMENT** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

**LEAD-FREE HOUSING** If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

**LESSOR'S DISCLOSURE**

**Presence of lead-based paint and/or lead-based paint hazards (check only one box)**

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).

\_\_\_\_\_

\_\_\_\_\_

**Records and reports available to lessor (check only one box)**

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.  
 Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (*list documents*).

\_\_\_\_\_

\_\_\_\_\_

**Agent's Statement.** If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

**Accuracy Certifications and Resident's Acknowledgment.** Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this TAA lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

\_\_\_\_\_

Apartment name & unit number OR street address of dwelling

**E1 Campo, TX 77437**

City/State/ZIP

Lessee (Resident)	Date signed	Lessee (Resident)	Date signed
Lessee (Resident)	Date signed	Lessee (Resident)	Date signed
Lessee (Resident)	Date signed	Lessee (Resident)	Date signed

**J4 Real Estate, LLC**      **J4 Real Estate LLC**

Printed name of LESSOR (owner) of the dwelling      Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

Signature of person signing on behalf of above LESSOR      Date signed      Signature of person signing on behalf of above AGENT, if any      Date signed

*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*





# Bed Bug Addendum

Date of Lease: July 5, 2018  
(when the Lease is filled out)

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This addendum outlines your responsibility and potential liability when it comes to bed bugs. It also gives you some important information about them.

1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:  
Apt. # \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (name of apartments)  
or other dwelling located at \_\_\_\_\_  
\_\_\_\_\_ (street address of house, duplex, etc.)  
\_\_\_\_\_ **E1 Campo** (city)  
\_\_\_\_\_ **TX** (state) **77437** (zip).

2. **Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

3. **Inspection. (Check one)**  
 You have inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation.  
**OR**  
 You will inspect the dwelling within 48 hours after moving in or signing this addendum and will notify us of any bed bugs or bed-bug infestation.

4. **Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling. You must read the information on the back of this addendum and then certify one of the following statements: **(check one)**  
 You are not aware of any infestation or presence of bed bugs in your current or previous apartment, home, or dwelling or in any of your furniture, clothing, personal property, or possessions, nor have you been exposed to any bed-bug infestation or presence.  
**OR**  
 If you previously lived anywhere that had a bed-bug infestation, all your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest-control professional and is now free of further infestation.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. Describe here any previous bed-bug infestation that you may have experienced: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Si-

multaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

6. **Notification.** You must promptly notify us:  
• of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;  
• of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling;  
**AND**  
• if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

7. **Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. **Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

9. **Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents (all sign below)**

**Owner or Owner's Representative (sign below)**

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

\_\_\_\_\_  
Date signed \_\_\_\_\_

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.



# Bed Bugs

## A Guide for Rental-Housing Residents

*(Adapted with permission from the National Apartment Association)*

Bed bugs are wingless, flat, broadly oval-shaped insects, with a typical lifespan of 6 to 12 months. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate.

Bed bugs' increased presence across the United States in recent decades is due largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bug presence with poor hygiene and uncleanliness have caused rental-housing residents, out of shame, to avoid notifying owners of their presence. This only causes the bed bugs to spread.

While bed bugs are more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social or economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public-health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease-carrying pests. Again, claims associating bed bugs with disease are false.

### Learn to identify bed bugs.

Bed bugs can often be found in, around, behind, under, or between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-monoxide detectors

Because bed bugs leave some people with itchy welts similar to those made by fleas and mosquitoes, the

cause of welts like that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has no visible reaction at all from direct contact with bed bugs.

While bed bugs typically act at night, they often leave signs of their presence through fecal markings of a red to dark-brown color, visible on or near beds. Blood stains also tend to appear when the bugs have been squashed, usually by an unsuspecting sleeping host. And because they shed, it's not uncommon to find the skin casts they leave behind.

### Prevent bed-bug encounters when traveling.

Because humans serve as bed bugs' main mode of transportation, it's especially important to be mindful of bed bugs when away from home. Experts attribute the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it's also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

### Know the bed-bug dos and don'ts.

- **Don't** bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of second-hand furniture is bed-bug-free, you should assume that a seemingly nice looking leather couch, for example, is sitting curbside waiting to be hauled off to the landfill because it's teeming with bed bugs.
- **Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do** address bed-bug sightings immediately. Rental-housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Don't** try to treat bed-bug infestations yourself. Health hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- **Do** comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed-bug-eradication protocol set forth by both your owner and their designated pest-management company.



# J4 REAL ESTATE, LLC

P.O BOX 630  
Pierce, TX 77467  
Phone: 979-320-9418 Fax: 979-773-7298  
E-Mail: info@j4-properties.com

## Maintenance Procedures Addendum

This Addendum, dated \_\_\_\_\_, will become a part of the original Residential Lease Agreement, dated \_\_\_\_\_, between \_\_\_\_\_ Lessee/Resident and J4 Real Estate, LLC, for the property located at: \_\_\_\_\_.

Whenever you have an issue at your property that requires maintenance, you must complete the Maintenance Request Form included in your Lease Closing documents and submit by mail or email. The Lease requires that all maintenance requests must be submitted in writing.

Please be aware that maintenance of scattered-site single-family homes is not like maintenance of multifamily properties. There is no maintenance man on staff just a short walk away. We hire independent contractors that are licensed, bonded and insured to work on all properties. Each and every service call from any contractor costs the owner money. Therefore it is vitally important that you follow all of the instructions below.

### Emergency Maintenance:

**Issues that constitute an emergency:** Anything related to the property under the lease that is a threat to life, health or the property. **If the situation is life threatening (fire, death, serious injury, gas leak), please call 911 immediately and report to us after the situation is under control and the authorities are on the scene.**

*Some examples of severe emergencies that require our immediate attention: fire, flood, sewage back-ups, gas odors, roof leaks, lightning strike, broken water pipes, a fallen tree onto the structure, etc.*

**Issues that do NOT constitute an emergency:** Some examples: Refrigerator not running, locking yourself out of the house, power or natural gas off, water heater not heating water, oven not working, dishwasher not running, electrical fixture not working. While these issues are certainly inconvenient, uncomfortable and exasperating, they are not emergencies. These items will be repaired during normal business days and times and at the regular service rates. **Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day.** Please remember that neither the Management nor the Property Owner is liable for any loss or damage to any of your belongings, including food, for any reason or cause whatsoever. Please ensure that you have your renter's insurance policy and contact information so that you can recover any possible personal property losses.

**Do NOT call a contractor on your own!** You are not authorized to perform or contract for any repairs on the property. If you call a contractor and incur any bill or invoice for any repair on the property, you are doing so at your own cost. Neither Management nor the Property Owner will reimburse you for those costs. You must submit a Maintenance Request Form. Non-Emergency requests will not be accepted via telephone or text. No exceptions.

**For all after hours emergency repairs,** please call **979-320-9418**. If you receive a voice recording, please make sure to leave your name, property address, a call back number that you will answer and the nature of the problem. Please keep in mind that we will endeavor to respond as promptly as possible, but the response time frame may extend up to 4 hours or more depending on the time of day or night you are calling.

### Routine Maintenance:

This sort of maintenance is considered to be non-emergency, but does need our attention for repairs such as non-emergency heating and air conditioning issues, broken windows, plumbing repairs, appliance repairs, loose railings, electrical issues, etc. Please submit the Maintenance Request Form and expect a response from the office staff by the next business day for an estimate of time for completion. Please keep in mind that during the change of seasons and times of extreme heat or cold, there may be delays in obtaining professional contractors for service due to significant volume of repairs in the area.

### Required Tenant Maintenance Responsibilities:

- Tenants are required to supply and replace all **light bulbs** with the same type and quality that are in the premises on the commencement date.
- Tenants are required to supply and replace all **batteries in all smoke detectors** at least once per year, with the same type and quality that are in the premises on the commencement date.
- Tenants are required to supply and replace all **batteries** for all garage door openers, ceiling fan remotes and other devices, as needed, with the same type and quality that are in the premises on the commencement date.

*Common Preventative Maintenance:*

- Always check your breaker box if you are experiencing an electrical problem.
  - Breaker box is located \_\_\_\_\_
- If you suspect a water leak, turn off the water that feeds that line at the source. For leaks in the crawlspace or in the attic, turn off the water line feeding the unit or house.
  - The main water line located \_\_\_\_\_

**Minor Maintenance:** For very minor items, but those that still need repair such as leaky faucets, fence repairs, garage door openers, ice makers, etc. please submit the Maintenance Request Form and expect a response from the office staff by the next business day for an estimate of the time for completion, which could extend up to thirty (30) days, depending on the nature of the problem and contractor schedules.

**Resident Damage or Abuse:**

Damages caused by abuse or misuse of any component at the property will be charged to you. We will rely solely upon the service contractor to inform us as to the cause of the problem. If the plumbing is clogged due to items dropped in the toilet (brushes, toys, diapers, sanitary napkins or personal items), the cost of the plumber will be your responsibility. Expect the minimum cost to be \$150. This is not considered a failure of the systems in the property and you should do everything you can to handle these issues yourself. Unless the contractor can prove it was not caused by you (such as roots in the system, pipe collapsed, septic tank backup due to age), then it is assumed it was caused by persons and was not a defect of the property. Clogged plumbing in the baths, laundry and kitchen is your responsibility.

**Please note the following important messages:**

- **J4 Real Estate will provide and install AC filters on a monthly basis at no extra cost to you. We want to ensure the units run efficiently and replacing filters on a regular basis is the first step.**
- If you claim you have an emergency and we discover that one never existed, you will be charged the service cost from the contractor who responded to the call. Unnecessary calls will cost you money.
- Do not call after hours unless a true emergency actually exists.
- If we discover through the contractor that the problem is one of your making, then you will be charged for the entire cost of the service call from the contractor.
- **Notice will be given of repair appointments 24 hours in advance, whenever possible. J4 representatives or contractors will be given access to your residence. In the event no one is home, the J4 representative or contractor will enter to complete the repair or maintenance.**

When completing the Maintenance Request Form, please make sure that we have your best contact phone numbers, as the office staff or the contractor will call to seek more detail about the problems that are occurring at the property. Failure to respond to our calls will simply result in extended delays in someone getting out to the property. Simply stating that the toilet is not working is not sufficient for us to be able to know what is wrong with the unit and which contractor to send out. Please make sure you give as much detail as possible.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LESSEE/RESIDENT

\_\_\_\_\_  
MANAGEMENT

\_\_\_\_\_  
LESSEE/RESIDENT



**RESIDENT'S REQUEST FORM**

To the Management:

Please [check one]  repair,  change or  rekey the following security device in our dwelling:

doorknob lock;  keyed deadbolt;  keyless deadbolt;  sliding glass door pinlock;  doorhandle latch on sliding glass door;  
 window latch;  doorviewer; or  \_\_\_\_\_ (other security device).

Please [check one]  install the following security device in our dwelling:

doorknob lock;  keyed deadbolt;  keyless deadbolt;  doorhandle latch on sliding glass door;  window latch;  doorviewer; or   
\_\_\_\_\_ (other security device).

Please repair other items in our dwelling, as follows: (fill in if applicable)

\_\_\_\_\_  
\_\_\_\_\_

We understand that except in cases of imminent danger to persons or property, all requests and notices need to be in writing and delivered to the management on a business day. We also understand that under some circumstances we may need to pay in advance for costs we may be liable for under the lease.

There  is or  is not an animal in our dwelling.

Here are the names and telephone numbers of the resident(s) who can answer questions about this request:

_____	_____
Resident's name	Resident's name
_____	_____
Home phone	Home phone
_____	_____
Work phone	Work phone

SIGNATURE of resident making request \_\_\_\_\_

Date of request \_\_\_\_\_

Unit No. \_\_\_\_\_

Street address of dwelling \_\_\_\_\_  
\_\_\_\_\_

<p>For Office Use Only</p> <p>Date request received _____</p> <p>Comments _____</p> <p>Work Order # _____</p> <p>_____</p>
--

# J4 REAL ESTATE, LLC

P.O BOX 630  
Pierce, TX 77467  
Phone: 979-320-9418 Fax: 979-773-7298  
E-Mail: info@j4-properties.com

## Appliance Package Agreement

This Agreement, dated \_\_\_\_\_, will become a part of the original Residential Lease Agreement, dated \_\_\_\_\_, between \_\_\_\_\_ Lessee/Resident and J4 Real Estate, LLC, for the property located at: \_\_\_\_\_.

The Tenant has opted to have the Owner provide the following appliances for an additional monthly fee. This agreement is effective for the length of the current lease period of 8/10/18 to 8/9/19.

\_\_\_\_ Refrigerator/Stove/Microwave for an additional monthly fee of \$95

\_\_\_\_ Washing Machine/Dryer for an additional monthly fee of \$55

J4 Real Estate, LLC will purchase new appliances and install prior to contract start date. Tenant is responsible for daily maintenance and general cleaning of appliances. Owner is responsible for general maintenance and repairs. Please refer to Maintenance Procedures for additional information.

Appliances will remain in the unit after the lease expires.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents** *(all sign below)*

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

**Owner or Owner's Representative** *(sign below)*

\_\_\_\_\_  
Date signed

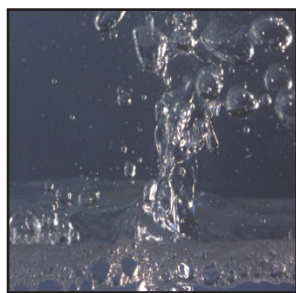
*You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.*

# UTILI-FACTS

## Tenant Guide to Allocated Water or Wastewater Service

### What is allocated utility service?

Under a lease agreement, a property owner or designated allocated service provider will bill you for water and perhaps wastewater using an allocation method. The owner or allocated service provider receives water and sewer service from the local utility and passes



through the cost of one or both of these services to each dwelling unit on the property. At the time you discuss a rental agreement, the property owner must provide you with a free copy of the rules on utility allocation [Texas Administrative Code, Title 16 (16 TAC), Chapter 24, Subchapter H], or a copy of this

summary of the rules that has been prepared by the Public Utility Commission of Texas (PUCT).

### How does allocation work?

You will receive a bill from the property owner or a billing company, not from the local utility company. The allocated bill is not based on your actual usage. Instead, the property owner has a master meter, which is used by the utility to measure all water used by the entire property. The property owner gets a master meter bill from the utility. From this bill, the owner or billing company calculates each tenant's share of the charges for water or wastewater using an allocation method. This method was approved by either the Texas Commission on Environmental Quality (TCEQ) prior to September 1, 2014, or by the PUCT, thereafter.

### How will my allocated bill be determined?

The TCEQ approved several methods for allocating utility bills, effective September 27, 2000. Any property using a different method had until September 27, 2001, to switch to one of the newly approved methods. Effective September 1, 2014, the PUCT will be responsible for administration of the allocated billing program under the same methods formerly approved by the TCEQ. Those methods include various combinations of occupancy level, square footage and number of bedrooms, as well as the submetering of the hot or cold water. Alternatively, the owner may install submeters and begin billing on a submetered basis, or discontinue billing for utility service.

If you have questions about your bill, ask your property owner to explain what allocation method was used and how the bill was calculated (see "What records must be made available to me concerning allocated service?" in this publication).

For more information on submetered water and wastewater billing, see PUCT fact sheet titled Tenant Guide to Submetered Water or Wastewater Service."

### Is this practice legal?

Yes, Texas law allows owners or allocated service providers to bill tenants for water and wastewater service. Under this law, the PUCT has adopted rules designed to provide safeguards for you, the tenant. The rules require the property owner to provide you with specific information about your bills and to include disclosures about their billing practices in your rental agreement. It is important for you to be familiar with these requirements, because any billing disputes that arise must be resolved by you and the property owner, usually by working with the on-site manager.

### What should my rental agreement include concerning allocated water or wastewater service?

Your rental agreement, lease, or a lease addendum, should disclose the following information:

- Disputes about the calculation of your bill are between you and the property owner,
- You will be billed on an allocated basis,
- You will be billed for water and/or wastewater,
- You have the right to receive information from the owner to verify your utility bill,
- A clear description of the allocation method the property owner will use to calculate your bill,
- The average monthly water/wastewater bill for all dwelling units in the previous calendar year, and the highest and the lowest bill in that year,
- The date bills are usually issued,
- The date bill payments are usually due,
- The number of days it will take to repair a leak in your dwelling unit, after you have reported it in writing, and
- The number of days it will take to repair a leak in an unmetered common area that you report in writing.



### QUESTIONS:

Call: 512-936-7405

### Write:

Public Utility Commission  
Water Utilities Division  
1701 N. Congress Ave.  
P.O. Box 13326,  
Austin, TX 78711-3326

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### What utility charges can be passed through to tenants?

Allocated bills for water and wastewater may only include utility charges for water, wastewater, and surcharges directly related to those services. Tenants may not be charged for fees the utility has billed the owner for a deposit, disconnect, reconnect, late payment, or other similar fee. Texas law does not allow property owners to profit from allocated billing by adding extra fees or hidden charges to water and wastewater bills.

### What about water or wastewater that is used outside dwelling units in common areas?

Common areas include pools, laundry rooms, and installed irrigation systems for landscaping. Before applying the selected allocation method, the owner must first subtract charges related to common areas, as required by PUCT rules.

### What records must be made available to me concerning allocated service?

The PUCT rules require property owners to make the following billing records available to you for inspection at the manager's office during normal business hours. The owner or manager may ask you to submit a written request to view this information. Records routinely kept at the on-site manager's office should be made available within three days.

Records routinely kept elsewhere must be made available within 15 days of receiving your written request. If there is no on-site manager's office, the owner must make copies of requested information available at your dwelling unit, at a time agreed to by you, within 30 days of receiving your written request.

Information that must be made available to you includes:

- Statute that allows owners to bill tenants for water and wastewater service (Texas Water Code, Chapter 13, Subchapter M),
- PUCT rules that regulate this practice [16 TAC, Chapter 24, Subchapter H],
- Rates charged to the property by the utility,
- Bills from the utility to the property,
- Data on occupancy and square footage used to calculate allocated bills,
- Calculations showing deductions for common areas (if applicable),
- Total amount billed to tenants each month for water/wastewater,
- Total amount collected from tenants each month for water/wastewater,
- Any other information you may need to calculate and verify your water/wastewater bill, and
- Conservation tips.

### What information must be included on my allocated bill?

- Tenant's name and address,

- Amount due for dwelling unit base charge or customer service charge, or both, if applicable,
- Amount due for water and/or wastewater,
- Payment due date,
- Name of the retail public utility and a statement that the bill is not from the retail public utility,
- Name of the billing company, if applicable,
- Name, address, and telephone number of the party to whom payment is to be made, and
- Name or title, address, and phone number of the company or person to be contacted about a dispute.

### How do I dispute an allocated bill?

Disputes about the calculation of your bill are between you and the property owner. You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes—usually the owner, the on-site manager, or a billing company. The owner or designated person must then investigate the dispute and report the results of the investigation to you in writing.

The investigation and report must be completed within 30 days from the date you provide written notification. If you find that a PUCT rule has been violated, please document your findings and contact the PUCT at the address provided at the end of this publication.

### When is my allocated bill due?

Your bill is due on receipt. Your payment will be considered late if it is not received within 16 days after the bill is mailed or hand-delivered to you.

### Can my water or wastewater service be disconnected for nonpayment?

No, your service cannot be disconnected for nonpayment.

### Can the owner or allocated service provider change the way I am billed?

No, not unless:

- The owner gives you notice of the proposed change at least 35 days prior to implementing the new method,
- Your existing lease expired, or you are willing to sign a new lease before the current lease expires, and
- You agreed to the change by signing a lease or other written agreement.

### For more information

This guide summarizes only some of the PUCT rules regarding allocated billing. A property owner must be familiar with, and comply with, all applicable state laws and rules. Tenants are encouraged to refer to those sources for additional, detailed information.

Violations of PUCT rules should be documented in writing and sent to: Public Utility Commission of Texas, Water Utilities Division, 1701 N. Congress Avenue, P.O. Box 13326, Austin, Texas 78711-3326.



## **A CHECKLIST OF IDEAS FOR WATER CONSERVATION IN YOUR DWELLING**

The cumulative effect of many small water conservation tips can be substantial. Residents are encouraged to conserve water.

### **Report all leaks immediately**

- Immediately report all leaks to the management office. A faucet or sprinkler head with a small drip can waste up to 600 gallons per month. A toilet that continues to run after filling the tank—even slightly—can waste as much as 200 gallons a day.

### **When in the bathroom**

- Never use the toilet as a wastebasket.
- When brushing your teeth, turn off the water until you need to rinse your mouth. This can save up to 4 gallons a minute.
- Take a shorter shower. If you cut just one minute off your shower time, it can save a significant amount of water. Showers and baths normally use up to 50 percent of interior water consumption.
- When shaving, either turn off the water after rinsing your razor or fill the sink with hot water instead of letting the faucet run.
- Don't leave water running while cleaning bathroom fixtures.

### **When in the kitchen**

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running while rinsing dishes. This will conserve 8-to-15 gallons per day.
- When cleaning vegetables, use a basin rather than letting the faucet run.
- Use your disposal sparingly, and never for just a few scraps.

### **When doing the laundry**

- Wash full loads only, or if it is an option, adjust the water level to match the size of the load. This will conserve 75-to-200 gallons a week. Many washing machines uses more than 40 gallons for each load of laundry.
- Use cold water as often as possible to minimize shrinkage of garments and to save energy.

### **When watering the yard**

- Water longer, deeper and less frequently.
- Water early in the day and avoid creating runoff.
- Follow your community's watering restrictions during periods of drought.

## PEST CONTROL TIPS FOR OUR RESIDENTS

Dear Resident(s):

### Prior to Pest Control Treatment

1. Please remove all food, utensils, glasses, dishes and food containers from countertops and floors. Also remove everything from inside the cabinets if you wish them to be treated.
2. Please remove all animals and animal food bowls until at least 30 minutes after the pest control treatment is complete (to give the materials time to dry and time for any odors to dissipate).
3. Because of the possibility of fumes during application, we suggest that no person or animal be in the apartment during the pest control application.

### Everyday Tips

Your apartment home can be nearly pest-free by following these commonsense procedures:

1. Do not keep brown paper grocery sacks around since they often contain roach eggs. Roaches can thrive in the dark warm folds of paper sacks.
2. Do not leave food uncovered and out in the open where pests can contaminate it.
3. Do not drop food or crumbs on the floor, and if you do, promptly clean it up. Leaving food around only invites pests to come and dine with you!
4. Sweep and mop your kitchen regularly. Clean up spills immediately.
5. Vacuum the carpets frequently to remove crumbs and other food particles accidentally dropped and immediately dispose of the vacuum bag or clean the vacuum cleaner waste canister.
6. Use the garbage disposal in the sink whenever possible. Do not put wet garbage in the trash.
7. Take the trash to the Dumpster daily (or at least every other day).
8. If you are allowed to have an animal, store animal food in well-sealed containers and be sure to clean water bowls and food bowls at least once a day. Remember that "wet" animal food attracts roaches and other pests much faster than dry animal food. Clean up any spilled pet food.

### Bed Bug Dos and Don'ts

1. **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
2. **Do inspect rental furniture for bed bugs before bringing it into your dwelling.** Be sure to check any rented furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
3. **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
4. **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
5. **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and his or her designated pest management company.

If you have a pest control problem in your apartment, please contact the manager. Thank you for your cooperation.

The Management