

FROG + FERN HOMES LEASE AGREEMENT

1. **PARTIES:** The parties to this agreement (Lease) are the owner of the Property, [[Rental_Owner_Full_Name]] (Landlord) and [[Lease_All_Tenants]] (Tenants).

2. **PROPERTY:** Landlord leases to Tenant that certain real property known as [[Unit_Address_Line_1]] (Address), Fort Worth (City) Texas 76109 (Zip code) with all its improvements, including the following non-real estate items: stove, and (provide quantity per item):
 Refrigerator(s); Dishwasher(s); Microwave; Washer; Dryer. The real property, improvements, and non-real estate items are collectively called the "Property."

3. TERM:

A. **Primary Term:** This Lease commences on [[Lease_Start_Date]] (Commencement date) and ends on [[Lease_End_Date]] (Termination date).

B. Delay of Occupancy:

i. Tenant shall notify Landlord, if Tenant will not occupy Property within five (5) days of the Commencement Date. Any delay in occupancy does not excuse Tenants' responsibility to the property and maintenance of utilities.

ii. If Tenant is unable to occupy the Property on the Commencement date due to construction on the Property, a prior tenant's holding over of the Property, or make-ready, Landlord shall abate rent on a daily basis during any delay and this Lease shall remain enforceable.

4. **AUTOMATIC RENEWAL & TERMINATION:** This Lease will automatically expire on the Termination Date noted in Paragraph 3A, unless a Lease Renewal is signed by both Landlord and Tenant.

5. RENT:

A. **Rent:** Tenant will pay the amount of [[Lease_Rent]] on or before the FIRST Day of each month during this Lease. The first payment is due no later than [[Lease_Start_Date]]. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent. The total rent for the Lease term has been split into equal monthly payments. There are no rent proration during this lease term.

B. **Place of Payment:** Tenant will pay all amounts due to Landlord under this Lease to [[Rental_Owner_Full_Name]] at 6412 Inca Rd, Fort Worth, TX 76116 or at such other place as Landlord may designate from time to time in writing.

C. **Method of Payment:** Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by this Lease. Time is of the essence for the payment of rent. Tenant may pay rent by electronic payment through the Frog + Fern Homes Resident Center, check, money order, or cashier's check. Except for electronic payment, Landlord will only accept one monthly rent payment per property. Checks may be converted to electronic check.

D. **Rent Increases:** There will be no rent increases through the Primary Term. Landlord may increase the rent during any renewal period by providing at least 2 calendar months written notice to Tenant.

6. **LATE CHARGES:** If Landlord does not receive full rent payment plus any outstanding fees that have been charged per Lease Agreement, at designated place of payment by the FIRST day of each month at 5:00pm, Tenant will pay Landlord an initial late charge of 3% of outstanding balance on the fourth day of the month plus an additional per day late charge of 1% of outstanding balance until rent and fees are paid in full. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent (including reporting late payments to consumer reporting agencies).

Residential Lease Concerning: [[Unit Address Line 1]]

7. **RETURNED PAYMENT:** Tenant will pay \$35.00 for each payment Tenant tenders to Landlord, which is returned by the institution on which it is drawn for any reason, plus late charges until rent and fees are fully paid.

8. **APPLICATION OF FUNDS:** Regardless of any notations on a payment, Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including, but not limited to late charges, returned check charges, charge-backs for repairs, brokerage fees, fees for unauthorized pets, or periodic utilities, and then to rent.

9. **PETS:**

A. **THERE WILL BE NO PETS**, including mammals, reptiles, birds, fish, rodents, or insects on the Property, even temporarily, unless authorized by a separate written pet agreement.

B. If Tenant violates the pet restrictions of this Lease, Tenant will pay Landlord a fee of \$200 per pet per day for each day Tenant violates the pet restrictions as additional rent for any unauthorized pet. Landlord may remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized pet. Tenant is responsible and liable for any damage or required cleaning to the Property caused by an unauthorized pet and for all costs Landlord may incur in removing or causing any unauthorized pet to be removed.

10. **SECURITY DEPOSIT:**

A. **Security Deposit:** On or before execution of this Lease, Tenant will pay a Security Deposit to Landlord in the amount of [[Lease Rent]]. "Security deposit" has the meaning assigned to that term in Section 92.102 of the Texas Property Code. No interest will be paid to Tenant on the Security Deposit. Landlord may place the Security Deposit in an interest bearing account and any interest earned will be paid to Landlord or Landlord's representative.

B. **Refund:** Landlord shall refund or account for the Security Deposit within 30 days after the Lease termination date has passed and Tenant has: (1) given Landlord at least TWO calendar months written notice of surrender (if Paragraph 4A is checked); (2) surrendered the Property (defined in Paragraph 16); and (3) provided the Security Deposit Refund Form (found in Documents section of Resident Center).

C. **Deduction:**

i. Landlord may deduct reasonable charges from the Security Deposit for:

- (a) Deodorizing, and repairing the Property and its contents, excluding normal wear and tear;
- (b) Missing or burned-out light bulbs, fluorescent tubes (at the same location and quality type in Property on Commencement date), smoke detectors/batteries;
- (c) Accelerated rent; unpaid rent; late charges; repair charges; utility fees; utility connection fees; pet violation charges or other fees that may be charged according to this Lease;
- (d) Replacing unreturned keys, garage door openers or other security devices;
- (e) The removal of unauthorized locks or fixtures installed by Tenant;
- (f) Packing, removing, and storing tenant contents or abandoned property and belongings;
- (g) Removing abandoned or illegally parked vehicles;
- (h) Attorney's fees, costs of court, and other reasonable costs incurred in any legal proceeding against Tenant;
- (i) Cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (j) Damage to the property from any smoking device, including but not limited to stains, burns, and odor remediation;
- (k) Costs of reletting (as defined in Paragraph 22), if Tenant is in default;
- (l) Other items Tenant is responsible to pay under this Lease; and
- (m) Move-out Cleaning Fee at a cost of \$.29/sq ft (adjusted for inflation based on Consumer Price Index).

Residential Lease Concerning: [[Unit Address Line 1]]

ii. If deductions exceed the Security Deposit, Tenant will pay to Landlord the excess within ten (10) days after Landlord makes written demand. The Security Deposit will be applied first to any non-rent items, including but not limited to late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

D. Notices about Security Deposit: (i) Section 92.108 of the Texas Property Code provides that the Tenant may not withhold payment of any portion of the last month's rent on grounds that the Security Deposit is security for unpaid rent. (ii) Bad faith violations of Section 92.108 may subject Tenant to liability up to three times the rent wrongfully withheld and the Landlord's attorney's fees. (ii) View the Texas Property Code at www.statutes.legis.state.tx.us/.

11. UTILITIES: Tenant must, at a minimum, keep the following utilities on at all times this Lease is in effect: gas (if available); electricity; water; wastewater; and garbage services. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property, directly to the service providers. If Tenant fails to maintain utilities, Tenant will be in default. Tenant will also be responsible for any damage to the Property due to lapse in service, and for any costs and administrative costs incurred by Landlord to administer required utilities. Landlord may require Tenant to use specific utility providers.

12. USE & OCCUPANCY:

A. Occupants: Tenant may use the Property as a private dwelling only. The only persons permitted to reside in the Property during the term of this Lease will be Tenants as listed.

B. Contact Information: Tenant must promptly update Resident Center with any changes in Tenant's phone numbers (home, work, or mobile) and email no later than five (5) days after any change.

C. Prohibitions: Tenant may not permit any part of the Property to be used for:

- i. Any activity which is a nuisance, offensive, noisy, or dangerous;
- ii. The repair of any vehicle;
- iii. Any business of any type, including child care;
- iv. Any illegal or unlawful activity; or
- v. Any activity which will obstruct, interfere with, or infringe on the rights of other persons near the Property

D. Guests: Landlord's written permission is required for any guests staying on or in Property more than (5) days.

13. VEHICLES:

A. Tenant may not permit more than (select one) 0 1 2 3 4 5 vehicles (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, and boats) on the Property unless authorized by Landlord in writing. Vehicles should only be parked in drives, garages, designated common parking areas, or in the street, as permitted by law.

B. Prohibitions: Tenant may not: (i) Park any vehicles in the yard; (ii) Park any vehicles in adjacent private property drives or other parking areas, unless expressly permitted by owner; (iii) Park any vehicles such that sidewalks or other drives are blocked; and (iv) Store any vehicles on or adjacent to the Property or on the street in front of the Property. Storing a vehicle means parking, and not moving, a vehicle for longer than 2 weeks. Landlord may tow, at Tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state and local laws.

14. ACCESS TO PROPERTY:

A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period. Landlord or Landlord's agent may take interior or exterior photographs, videos, or images of the Property and use the photographs or images in social media or advertisements to lease or sell the Property.

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B. Access: Landlord or Landlord's agent may enter the Property, by reasonable means at reasonable times without advance notice to inspect property; to make repairs; to show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents; to leave written notices; to exercise a contractual or statutory lien; or to seize non-exempt property if Tenant is in default. Prior to entering the Property, Landlord or Landlord's agent will knock and/or ring doorbell.

C. Trip Charges: If Tenant fails to permit access under Paragraph 14, Landlord may charge Tenant a trip charge of \$100.

D. Keybox: Tenant authorizes Landlord or Landlord's broker to place on the Property a keybox containing a key to the Property at any time Landlord lists the Property for sale or lease. Landlord and Landlord's broker are not responsible to Tenant, Tenant's guests, family or occupants for any damages, injuries, or losses arising from the use of the keybox unless caused by Landlord or Landlord's broker.

15. MOVE-IN CONDITION:

A. Landlord will complete make-ready on the property prior to Tenant move-in. Make-ready includes cleaning property, as necessary; filling in nail holes; and touching up paint. Please note that there may be some slight color variations between wall color and touch-up paint color.

B. Except for make-ready, Landlord has made no express or implied warranties as to the condition of the Property and no agreements have been made regarding future repairs unless specified in this Lease.

C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within SEVEN days after keys have been picked up. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this Lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all request for repairs in compliance with Paragraph 18.

16. MOVE-OUT CONDITION:

A. Move-Out Condition: At Lease termination, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will remove all trash, debris, and any personal property or belongings. See Paragraph 10.C for a list of deductions from the Security Deposit, including the required Move-Out Cleaning Fee. Tenant may not abandon the Property.

B. Definitions:

i. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

ii. "Surrender" means that all occupants have vacated the property and have either:

(a) returned all keys and access devices to Landlord; or

(b) the date that the Tenant has communicated as their move-out date or the Termination date has passed.

iii. Abandonment occurs when: (a) all occupants have vacated the Property; (b) Tenant is in breach of this Lease for non-timely payment of rent or other reasons as specified in this Lease; and (c) Tenant has not responded within 48 hours to any notice from Landlord regarding vacancy of the Property.

C. Holdover: If Tenant fails to vacate the Property on or before the Termination Date of this Lease or at the end of any renewal period, Tenant will pay rent for the holdover period and indemnify Landlord and/or prospective tenants for damages, including lost rent, lodging expenses, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

17. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- i. Keep the Property clean and sanitary;
- ii. Promptly dispose of all garbage, recycling, and other unwanted items in appropriate receptacles or through appropriate means, per municipal requirements;
- iii. Supply and replace light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement date);
- iv. Promptly eliminate any dangerous condition on the Property caused by Tenant or Tenant's guests;
- v. Take precautions to prevent broken water pipes due to freezing or other causes;
- vi. Pay the charge for any lost, misplaced, or additional keys;
- vii. Pay any periodic, preventive, or additional extermination costs desired by Tenant;
- viii. Maintain interior temperature between 55 and 85 degrees;
- ix. Remove or clean any standing water, irregardless of cause or source;
- x. Know the location and operation of the main water cut-off valve and electric breakers to mitigate damage;
- xi. Reset tripped electric breakers and GFCI circuits;
- xii. Pay for water required to allow all lawn, shrubbery, trees and other landscaping to thrive; and
- xiii. Promptly notify Landlord, through Resident Center, of all needed repairs.

B. HVAC Filters: Supply and changing of heating and air conditioning filters will be performed by **Landlord, per Landlord's schedule.**

C. Yard Maintenance: Landlord is responsible for all yard maintenance and will use reasonable diligence in maintaining the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to all parts of the yard, will remove any items that prohibit yard maintenance of the entire yard, and will remove any pet from the yard at appropriate times.

D. Watering Yard: If an automatic water sprinkler system is installed at the Property, Landlord will schedule system to maintain landscaping and to comply with municipal watering requirements; otherwise, Tenant will be responsible for watering the yard and complying with municipal watering requirements.

E. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this Lease, or in writing by Landlord, Tenant may NOT:

- i. remove any part of the Property or any of Landlord's personal property from the Property;
- ii. remove, change, add, or rekey any lock or other security device;
- iii. smoke in the Property;
- iv. make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- v. permit any water furniture on the Property;
- vi. install new or additional telephone or television cables, outlets, antennas, satellite receivers, or alarm systems;
- vii. alter, replace or remove any floor material, paint, or wallpaper;
- viii. install, change, or remove any: fixture, appliance, or non-real property listed in Paragraph 2;
- ix. keep or permit any material on the Property, such as flammable or explosive materials, which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- x. dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the Property;
- xi. cause or allow any lien to be filed against any portion of the Property or Tenant's interest in this Lease.

F. Failure to Maintain: If Tenant fails to comply with any portion of Paragraph 17, Landlord may, in addition to exercising Landlord's remedies under Paragraph 22, perform whatever action Tenant is obligated to perform. Tenant must immediately reimburse Landlord any expenses plus administrative fees to compensate Landlord for time required to perform action or assessed by Landlord's agent or any other entity as provided by law.

Residential Lease Concerning: [[Unit Address Line 1]].

18. **REPAIRS:** (Subchapter B, Chapter 92, Property Code governs repair obligations)

A. Repair Requests: Requests for all repairs shall be made through the Requests tab of the Resident Center, except in the case of emergency repair requests, which should be made by calling Landlord at 817-637-9156 or other number as directed by Landlord. Between the hours of 9pm-7am, Tenant shall make a minimum of 2 calls within 3 minutes to ensure that Landlord is notified of emergency. An emergency repair request shall be defined as a situation that materially affects the physical health and safety of Tenant or that could cause significant damage to the property without immediate resolution, such as a water leak from the ceiling.

B. Completion of Repairs: (i) Tenant shall not repair or cause to be repaired any condition, regardless of the cause. (ii) All decisions regarding repairs will be at Landlord's sole discretion. (iii) Landlord is not obligated to complete a repair on a day other than a business day, unless required by the Property Code. (iv) Landlord is not obligated to complete a repair if the Tenant is delinquent in rent at the time a repair notice is given.

NOTICE: If Landlord fails to repair a condition that materially affects the physical health and safety of an ordinary tenant as required by this Lease or the Property Code, Tenant may be entitled to exercise remedies under Section 92 of the Property Code: terminate the lease and obtain an appropriate refund; repair or remedy the condition; deduct from rent the cost of the repair or remedy; and obtain judicial remedies. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures in the Property Code. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to follow the procedures in the Property Code may cause Tenant to be in default of the Lease.

C. Payment of Repair Costs:

- i. Landlord will pay the cost to repair or remedy conditions in the Property in need of repair, except those noted in Paragraph 18.C.ii.
- ii. Tenant will pay Landlord, or any repairman Landlord directs Tenant to pay, the cost of repair, in advance of repair if requested: (a) a condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant; (b) service, repairs, or damage from wastewater stoppages or garbage disposal failure; (c) damage to doors, windows, or screens and from windows or doors left open; and (d) items that are cosmetic in nature with no impact on the functionality or use of the item. If Tenant fails to reimburse Landlord any repairs costs that Tenant is obligated to pay by the next rent payment date, Tenant will be in default.

D. Trip Charges: Tenant may be liable for payment of any trip charges, which may differ from the amount in Paragraph 14, if: (i) Landlord or a repair person is unable to access the Property after notifying Tenant; (ii) Tenant provides incomplete or inaccurate information that requires an additional trip from Landlord or repair person; or (iii) Tenant receives parts for repair that are not made available to Landlord or repair person during repair.

19. **SECURITY DEVICES & EXTERIOR DOOR LOCKS:** (Subchapter D of Chapter 92, Property Code governs security devices)

A. "Security device" has the meaning assigned to that term in §92.151 of the Texas Property Code. Landlord has rekeyed or will rekey the security devices on the Property after the date the last tenant vacated the Property.

B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be completed through the Tenant Portal. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant will be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.

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20. SMOKE DETECTORS: (Notice: Subchapter F, Chapter 92 of the Property Code governs smoke detectors.) Requests for additional installation, inspection, or repair of smoke detectors must be completed through the Tenant Portal. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611 of the Texas Property Code.

21. LIABILITY: Unless caused by Landlord's negligence, Landlord is NOT responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or by the improper use by Tenant, Tenant's guests, family, or occupants. **NOTICE:** Tenant should secure Tenant's own insurance coverage for protection against such liabilities and losses.

22. DEFAULT & ACCELERATION OF RENTS:

A. If Landlord breaches this Lease, Tenant may seek any relief provided by law.

B. If Tenant fails to timely pay all rents due under this Lease or otherwise fails to comply with this Lease, for any reason, Tenant will be in default and Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least three (3) days written notice. Notice may be by any means permitted by §24.005 of the Texas Property Code (such as mail, personal delivery, affixing notice to inside of main door).

C. If Tenant breaches this Lease or abandons the property, Tenant will be liable for: (i) all rents which are payable during the remainder of this Lease or any renewal period; (ii) Landlord's cost of reletting the Property including brokerage fees, advertising fees, and other fees necessary to relet the Property; (iii) repairs to the Property for use beyond normal wear and tear; (iv) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest; (v) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges; and (vi) any other recovery to which Landlord may be entitled by law. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies.

23. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C of Chapter 54 of the Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045 of the Texas Property Code.

24. SUBORDINATION: This Lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or hereafter placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

25. CASUALTY LOSS OR CONDEMNATION: (Section 92.054 of the Property Code governs casualty loss to the Property.) Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be the sole property of Landlord. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

Residential Lease Concerning: [[Unit Address Line 1]]

26. EARLY TERMINATION: This Lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4A; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 22, by agreement of the parties, applicable law, or this Paragraph 26. Tenant is NOT entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

A. Special Statutory Rights: Tenants may have special statutory rights to terminate the Lease early in certain situations.

i. **Military:** If Tenant is or becomes a service member or a dependent of a service member, Tenant may terminate this Lease by providing written notice of termination and a copy of the appropriate government document. Termination is effective two calendar months after the first date on which the next rental payment is due after the date on which the notice is delivered. Section §92.017 of the Property Code governs the definitions, documentation, and applicable situations. Military orders authorizing base housing do not constitute grounds for termination unless specifically waived.

ii. **Family Violence:** Tenant may terminate this Lease if Tenant provides Landlord with a copy of a court order described under §92.016 of the Property Code, protecting Tenant or an occupant from family violence committed by a co-tenant or occupant of the Property. If the family violence is committed by someone other than a co-tenant or co-occupant of the Property, Tenant must give written notice of termination TWO calendar months to the effective date of the notice. For more information, see §92.016 of the Property Code.

iii. **Sex Offenses or Stalking:** Tenant may have special statutory rights to terminate this Lease in certain situations involving certain sexual offenses or stalking. For more information, see §92.0161 of the Property Code.

B. Assignment, Subletting, and Replacement Tenants:

i. **Definitions:** Notification of Landlord and approval of co-tenants is an integral part of each definition.

(a) **Assignment** shall mean that the Tenant assigns or transfers responsibility for the Lease to a new party.

(b) **Subletting** shall mean that the Tenant allows a new party to occupy the Property, while maintaining responsibility for the Lease, without agreement or approval from Landlord or co-tenants.

(c) **Replacing a tenant** shall mean that the Tenant secures a new party, acceptable to and approved by Landlord and co-tenants, who may occupy the Property either temporarily or permanently. In the case of a temporary replacement tenant, Tenant will maintain responsibility for the Lease and the property.

ii. No changes to the Tenants of this Lease or occupants in this Property may be made without Landlord's written consent.

iii. Tenant may not assign this Lease or sublet the Property. Any such arrangement can be voided by Landlord and would not release Tenant from any obligations under this Lease.

iv. Any replacement Tenant, permanent or temporary, must: (a) complete a Rental Application; (b) complete a Lease Amendment that shall be signed by all Tenants; and (c) abide by all terms of this Lease.

27. SPECIAL PROVISIONS:

28. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this Lease is entitled to recover prejudgment interest, attorney's fees, and all other costs of the legal proceeding from the non-prevailing party.

29. REPRESENTATIONS: Tenant's statements in this Lease and any Application for Rental are material representations. Each party signing this Lease states that he or she is of legal age to enter into a binding contract. If Tenant makes any misrepresentation in this Lease or in any Application for Rental, Tenant is in default.

30. AGREEMENT OF PARTIES:

A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

Residential Lease Concerning: [[Unit Address Line 1]]

B. Binding Effect: This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its renewal, or its termination is binding on all Tenants executing this Lease.

D. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.

E. Severable Clauses: Should a court find any clause in this Lease invalid or unenforceable, the remainder of this Lease will not be affected and all other provisions of this Lease will remain valid and enforceable.

F. Waiver: Landlord's past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach by Tenant or any other term, condition, or covenant in this Lease.

31. **NOTICES**: All notices under this Lease must be delivered to Tenant at the Property address and to Landlord or Landlord's representative at the address specified in paragraph 5(b).

_____	Date	_____	Date
Landlord		Tenant	

_____	Date	_____	Date
Landlord		Tenant	

_____	Date
Tenant	

_____	Date
Tenant	

_____	Date
Tenant	

_____	Date
Tenant	