



RESIDENT LEASE AGREEMENT
Sterling Union



THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING.

RE: Resident Lease Agreement dated _____ (the "Lease"), between _____ ("Resident") and Sterling Union ("Owner") for Non-Exclusive Unit Common Area and Exclusive Space at Owner's apartment community generally located at 2304 Sam Houston Avenue, Huntsville, TX 77340.

This Resident Lease Agreement and all other applicable addenda executed by the Resident (hereinafter referred to collectively as "Lease") is made and entered into by and between Sterling Union (the "Owner") and _____ ("Resident", whether one or more).

- 1. Lease - Unit. Owner hereby reserves and leases to Resident and Resident hereby leases from Owner both a non-exclusive Unit Common Area and an Exclusive Space preferably situated in a ___ floorplan, or a substantially similar floorplan, described in further detail herein Section 5 below at Owner's apartment community generally located at 2304 Sam Houston Avenue, Huntsville, TX 77340 (collectively, "Unit").
2. Term. The initial term of this Lease begins ___ ("Commencement Date") and ends at noon on ___ (the "Ending Date"). Resident shall completely vacate the Unit by the Ending Date unless, prior to the Ending Date, Resident and Owner have executed another lease with a term commencing after the Ending Date for the same space.

In the event that a new Resident Lease Agreement is not executed, and Resident has not vacated the Unit on or before the Ending Date, Resident will automatically and immediately become a holdover resident pursuant to Texas Law and Owner is entitled to recover from Resident holdover rent in advance on a daily basis in an amount of (i) One Hundred Dollars (\$100.00) per hour for the first forty-eight (48) hours of holding-over and (ii) thereafter one hundred twenty-five percent (125%) of the monthly rental payment along with all fees and all rent for the full term of any Resident Lease Agreement already executed for the next succeeding term for the Unit.

3. Rent and Related Charges

(a) The Base Rate, and any additional fees, taxes, or charges payable by the Resident will be referred to as "Rent". The Total Rent due for this Lease Term is \$ ___ and Rent will be due and payable in 12 equal installments, without offset or deductions. Resident agrees to pay Rent as outlined below:

Table with 2 columns: Due Date (on the 1st of Each Month): and Installment Amount. Rows list dates from August 1, 2020 to July 1, 2021, each with a corresponding dollar sign in the Installment Amount column.

Resident's right to possession of the Unit begins on ___ and ends on ___. Regardless of when Resident takes possession of the Unit, the first installment is due, in full, on or before ___ and each subsequent installment is due on or before the first day of each respective month.

The Total Rent only includes basic cable service, water, internet service, sewer, and furniture. Electricity is the sole responsibility of the Resident, as outlined in Section 8. Each such installment of the Total Rent may include additional recurring charges including, but not limited to Parking Fee, Pet Rent, applicable sale taxes, or other fees. (The installment amount and any additional recurring charges are referred to herein as "Rent").

- (b) The total amount indicated above is to be deemed "Rent" for the Unit. All Rent payments must be paid on the 1st of the month, including the first (1st) installment to be paid on or by 08/01/2020. All remaining installments of Rent must be paid by Resident on or before the first (1st) day of each subsequent calendar month without a grace period, in advance and without demand or offset to Owner's representative at the property's management office or at such other place as Owner designates until all Monthly Installments of Rent have been paid in full.
- (c) **Green Fee.** In addition to Rent, on or before the start of the Lease term, Resident must pay a one (1) time, non-refundable Green Fee of \$100.00 per Lease term upon the execution of this Lease. The Owner's apartment community has been designated with Leadership in Energy and Environmental Design ("LEED") certificate by the U.S Green Building Council. LEED certification provides independent verification of a building's green features. More specifically, LEED certificates are given to properties which are resource-efficient, high-performing, healthy, and cost-effective. This Green Fee helps to offset and reimburse Owner for costs and expenses related to the increased burden on Owner to achieve and maintain LEED certification. These costs and expenses include, but are not limited to, increased design, maintenance, construction, operation, and implementation costs as well as costs related to preparing necessary paperwork, setting up a file for Resident, and other costs. Should Resident renew Resident's Lease at the expiration of the Term, Resident will be required pay another Green Fee as defined in a future Lease or Lease Renewal. Owner will use its best efforts to maintain its LEED certification, but Owner does not guaranty the LEED Certification for the entire term of the Lease. There will be no offset or credit provided to Resident should this LEED Certification change after collection of the Green Fee. Resident agrees that this Green Fee is reasonable.
- (d) **Valet Trash Annual Fee.** In addition to Rent, on or before the start of the Lease term, Resident must pay a one (1) -time non-refundable Valet Trash Fee of \$120.00 upon the execution of this Lease. The Valet Trash Fee reimburses Owner for the expenses and costs related to its daily valet trash service during the Lease term. Should Resident renew Resident's Lease at the expiration of the Term, Resident will be required pay another Valet Trash Annual Fee as defined in a future Lease or Lease Renewal. Resident agrees that this Valet Trash Fee is reasonable.
- (e) **Payments.** Unless otherwise provided by applicable law, Resident's obligation to pay Rent is an independent covenant and not conditional upon the performance by Owner or Owner's responsibilities under this Lease. Unless otherwise provided by applicable law, Rent may not be withheld for any reason. Unless otherwise required by applicable law, Resident must make rental payments online via ACH, credit, or debit card through the Resident Portal, as determined by Owner. No cash, personal checks, or money orders will be accepted. At any time, unless otherwise prohibited by applicable law, Owner must have the right, but not the obligation, to require Resident to pay Rent only by cashier's check or money order. Rent is deemed to be the monthly obligation of Resident. When we receive money, other than 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. After the due date, we do not have to accept any payments.
- (f) **Late Fees.** If any Rent is not paid by the third (3rd) day of the month, Resident will pay an initial late charge of 5% on the fourth (4th) day of the month and then 0.5% each day for ten (10) days to a maximum of 10%. Rent is delinquent until Rent is paid in full. Resident will also pay a \$35.00 charge for each returned check. Resident agrees that the Late Fees are liquidated damages representing a reasonable estimate of the value of our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs).

4. **Security Deposit.** As security for the performance of this Lease, Resident shall deposit with Owner the sum of \$_____ (the "Security Deposit"). Should charges be made against the Security Deposit during the term of this Lease because of breakage or other damages to the Unit, Resident agrees, after notice, to deposit such additional amounts as may be required to restore the Security Deposit to the original amount. When the Unit is vacated, Resident has turned in all keys for the Unit, Resident has provided a written forwarding address, and after inspection by Owner, the Security Deposit shall be refunded to Resident, less any lawful charges, including but not limited to, Rent, other amounts due under this Lease or any reasonable charges for cleaning and damages to the Unit (beyond reasonable wear and tear), PROVIDED RESIDENT VACATES THE UNIT ON OR BEFORE THE EXPIRATION OF THIS LEASE AND PROVIDED FURTHER THAT RESIDENT HAS FULFILLED ALL OF THE PROVISIONS OF THIS LEASE, INCLUDING THE COVENANT TO OCCUPY THE UNIT AND PAY RENT FOR THE FULL TERM OF THIS LEASE. Notwithstanding any other provision in this Lease, Resident may not withhold payment of any portion of the last month's Rent on grounds that the Security Deposit is security for unpaid Rent.

- (a) **Refund:** Subchapter C of Chapter 92 of the Texas Property Code governs the obligations of the parties regarding the Security Deposit. **Notice: The Texas Property Code does not obligate the Owner to return or account for the Security**

Deposit until thirty (30) days after Resident surrenders the Unit (vacating and returning all keys and access devices) and gives Owner a written statement of Resident's forwarding address.

(b) **Deductions:** Owner may deduct reasonable charges from the Security Deposit, including but not limited to: (i) unpaid or accelerated rent; (ii) unpaid fees; (iii) late charges; (iv) unpaid utilities; (v) unreimbursed service charges; (vi) cleaning, deodorizing, damages, and repairs to the Unit or its contents; (vii) pet violation charges; (viii) cost of repairs for which Resident is responsible; (ix) **COSTS OF REPLACING UNRETURNED KEYS**, garage door openers or other access devices; (x) the removal of unauthorized locks or fixtures installed by Resident; (xi) pest control if required; (xii) insufficient light bulbs; (xiii) packing, removing, and storing abandoned property; (xiv) removing abandoned or illegally parked vehicles; (xv) costs of reletting, including brokerage fees; (xvi) attorney's fees and costs of court incurred in any proceeding against Resident; (xvii) any fee due for early removal of an authorized key box; (xviii) any **COSTS INCURRED BY THE OWNER TO REKEY A SECURITY DEVICE IF RESIDENT VACATES THE UNIT IN BREACH OF THE LEASE**; and (xix) other items provided by this Lease. If deductions exceed the Security Deposit, Resident will pay to Owner the excess within ten (10) days after Owner makes demand. The Security Deposit will be applied first to non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, if any, then to any unpaid rent. Upon move-out, Resident will thoroughly clean Unit and return it to the condition it was in at move-in. In the event Resident fails to move into the Unit, Owner is entitled to keep the entire security deposit as his liquidated damages incurred from removing the Unit from the market.

5. **Description of Unit.** The "Exclusive Space" is more particularly identified on the floorplan attached hereto as Exhibit "A." The Exclusive Space must be exclusively for the use and occupation of Resident. Provided, however, in the event that there are two beds within an Exclusive Space, Resident acknowledges that: (i) Resident has the right to use the bed identified as Resident's bed on Exhibit "A"; and (ii) Resident will occupy the Exclusive Space with another resident and be jointly and severally responsible with the other resident for any damages to the Exclusive Space. The Resident has the non-exclusive right to use the areas and amenities located within the "Unit Common Area." Both the Resident and the other Roommates, as defined below, of the Unit, all have equal rights to use of the areas and amenities in the Unit Common Area. The Exclusive Space together with the Unit Common Area, is comprised of and referred to collectively as the "Unit." The term "Premises" is defined as the Unit along with the general common areas of the apartment community including the leasing office, parking areas, swimming pool, community room, exercise room, business facility, pet areas, driveways, sidewalks, and other areas and amenities used by all residents. In the event the Exclusive Space or the Unit are not assigned to Resident as of the date Resident executes this Lease, Resident acknowledges that the blanks next to these terms will be filled in at a later date in accordance with this provision. Resident represents that Resident will sign a new or modified lease upon Owner's request, upon the same terms stated herein which identifies the Exclusive Space and Unit. In the event Resident fails to sign a new or modified lease as provided herein, Resident agrees that Owner has the right to identify such Exclusive Space and Unit in a new or modified lease and that such designation shall be incorporated in this Lease as if Resident has signed this Lease identifying such Exclusive Space and Unit.

The persons occupying the other exclusive spaces within the Unit is individually and collectively referred to as the "Roommate" or "Roommates". All Roommates and Resident have the nonexclusive rights to occupy the Unit Common Area and use the amenities, personal property and improvements located within Unit Common Area including the refrigerator, dishwasher, stove, sink, cooking surfaces, storage, television, furniture, etc. Resident acknowledges that OWNER HAS THE RIGHT TO ASSIGN A ROOMMATE TO ANY VACANT EXCLUSIVE SPACE IN THE UNIT BEFORE OR DURING THE TERM OF THIS LEASE WITHOUT NOTICE and that Resident's right to occupy the Unit Common Area is only as a co-occupant with the Roommates whom have executed separate Resident Lease Agreements with Owner to occupy the Exclusive Space and the Unit Common Area of the Unit. Resident acknowledges that whether or not the Roommates have been selected by Resident or by the Owner, the Owner is not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.

6. **Notice.** Resident represents that Resident has provided Resident's current electronic mail address to the Owner and will notify the Owner in writing in the event that Resident's electronic mail address changes for any reason. Notice by Owner to Resident for any reason under this Lease is proper if given by any method allowed by applicable law or by first class mail, certified mail with return receipt requested, overnight delivery or by hand delivery to the Unit or the Exclusive Space or to Resident at the address of the Unit. Notice is also proper, if permitted by applicable law, by telefax to a telefax number provided by Resident or by electronic mail at the electronic mail address provided by Resident. Unless applicable law provides otherwise, notice is considered as having been given and complete on the date such notice is postmarked, placed in overnight delivery or hand delivered to Resident at the address of the Unit or the date such notice is telefaxed or electronically mailed.

7. **Permitted Use.** Resident must occupy and use the Exclusive Space and Unit Common Area during the term of this Lease solely for residential purposes. Only Resident, Roommates and Owner authorized guests are entitled to occupy the Unit. An overnight guest may not stay in the Exclusive Space and Unit Common Area more than three (3) consecutive nights and no more than 6 nights in any one month. Resident is not allowed to use or allow a guest to use an empty exclusive space within the Unit or another unit. If Owner determines that Resident or Resident's guest is using an empty exclusive space or unit common area in

another unit, then Owner, at its sole option, shall be entitled to charge additional Rent to Resident for the use of the empty exclusive space or unit common area by Resident or Resident's guest..

8. **Utilities and Services.** Resident must pay for all utilities or services not included in the Rent, including, but not limited to, additional cable service, telephone service, internet service, water and sewer service and gas and electricity service. All utilities and services must be used for ordinary household purposes only. Resident must not allow any of the utilities to be cut off for any reason. To the extent allowed by law, Owner may select electricity service provider for the Unit including the Exclusive Space and Unit Common Area. Owner will remain the customer of record for the electric utility. The local electric utility provider measures utility usage in each apartment unit and bills Owner directly for such charges. Electric charges for each unit will be divided by the number of days each bed was leased in each unit to come up with each resident's charge. Each bill will include a monthly service fee of \$4.50 in addition to the utility charges. This monthly service fee is for administration, billing, overhead and similar expenses and charges incurred by Owner for providing billing services. Resident agrees that Owner may estimate any and all utility charges above upon Resident's move-out (or at any other time) and such amounts shall be deemed final. The billing methods described herein may be changed by Owner by providing Resident with 30 days prior written notice, or by the minimum number of days as required by state and/or local law(s) (whichever is shorter), and Resident acknowledges that in certain situations it is necessary to make a change to the billing method.

Resident shall pay for electric service based on the apartment unit's consumption measured by a submeter. Specifically, an apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill. The apartment unit's cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge. Any electric usage attributed to the common areas will be the responsibility of the Owner, not the Resident.

The bill will be sent to Resident by Conservice, a third-party billing provider. Resident acknowledges that the billing provider is not a public utility. Any disputes related to the computation of Resident's bills will be between the Resident and the Owner.

Specific Utility of Service

Electricity	Resident's Responsibility
Water	Resident's Responsibility
Wastewater	Resident's Responsibility
Stormwater/drainage	Resident's Responsibility
Internet Service	Owner's Responsibility included as Rent
Cable/Satellite	Resident's Responsibility

9. **Prohibited Conduct.** Resident and/or Resident's guest(s) must fully comply with all apartment and community guidelines or policies furnished to Resident or other rules and regulations posted on the Unit. Resident agrees that Resident or Resident's guests must not: (a) be loud, obnoxious, disorderly, boisterous, or unlawful; (b) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the Unit or the apartment community including the Owner's employees and agents of Owner (including, but not limited to directing profanity or yelling at employees); (c) disturb or disrupt the business operations of the Unit or apartment community; (d) engage in or threaten violence against others ; (e) display, discharge, or possess a gun, knife or other weapon on the Premises in a way that may alarm others; (f) possess, sell or manufacture illegal drugs or drug paraphernalia; (g) operate a business on the Premises; (h) bring or store hazardous materials on the Premises; (i) damage or soil any portions of the Premises; (j) be involved in or commit criminal activity whether or not on the Premises and whether or not arrest occurs; (k) store anything in the closets containing gas appliances; (l) tamper with utilities or telecommunications; (m) tamper with utilities or telecommunications; (n) throwing any items over balconies; (o) use windows for entry or exit; (p) heat the apartment with gas-operated cooking stove or oven; or (q) make bad-faith or false allegations against us or our agents to others.

Additional prohibited conduct includes the following:

- i. Using windows for entry or exit; heating the apartment with a gas operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others. Engaging in any of these activities are considered a breach of the Lease; and,
- ii. Resident and his/her guests will not engage in or permit apartment to be used for criminal activity, including drug related criminal activity and will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on, or near, the community. It is Resident's responsibility, NOT Owner's responsibility, to notify the proper authorities if you suspect a roommate or guest is engaged in illegal activities. Possession and consumption of alcoholic beverages must be in full compliance with local, state and federal laws and regulations. Violations of the above, are be considered a material violation of the Lease and may be cause for termination of tenancy but does NOT release you from your financial obligations under the Lease.

Release of Resident. If Resident should be suspended or expelled by an educational institution, Owner has the right to terminate the Lease with no liability to Resident. Within ten (10) days of Resident being suspended or expelled, Resident must provide Owner with written notice Resident has been suspended or expelled.

- 10. Limitations on Conduct and Use of Unit.** The Unit 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. Trash is not to be stored on balconies, breezeways, or passageways. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and other common areas. You, your occupants, or guests may not anywhere in the Unit or in the apartment community: use candles or use kerosene lamps or heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child-care services) in the Unit or in the apartment community is prohibited, except that a lawful business conducted at home by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to the Unit for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct, time of all movers and delivery persons; and (3) recreational activities in Common Areas.
- 11. Care of Unit Common Areas and Exclusive Space.** Resident must maintain and keep clean the Exclusive Space and the Unit Common Area. Owner has the right to inspect the entire Unit including the Exclusive Space at any time without prior notice. Owner is authorized to take photographs of the Unit. In the event that Resident fails to keep the Exclusive Space and the Unit Common Area in a good and clean condition, Owner may charge Resident a reasonable cleaning fee. Trash must be disposed of only in appropriate receptacles. In the event that trash is not disposed of in appropriate receptacles, Owner may assess Resident a twenty-five dollar (\$25) trash fee for each trash bag not placed in an appropriate receptacle. Resident will be liable for and must pay all costs and expenses of repairs for damages to the Exclusive Space, Unit Common Area or the Premises (reasonable wear and tear excepted) including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows. If Owner is unable to determine whether damages to the Unit Common Area were caused by Resident or Resident's guests, or the Roommates or Roommates' respective guests, Owner is entitled to assess damages and costs of repairs equally to the Resident and Roommates, regardless of fault.
- 12. Delay of Occupancy.** Resident acknowledges that Owner's ability to provide the Exclusive Space and Unit in a timely fashion will depend on the availability of the Exclusive Space and the Unit and that, even though the previous resident or roommates residing in the Exclusive Space or the Unit, respectively, may be scheduled to move out, such resident or roommates, as the case may be, may not move out in a timely fashion. If actual commencement of occupancy of the Exclusive Space or Unit is delayed, either by construction, repair, make ready, or holdover by a prior resident, Owner will not be liable for damages by reason of such delay, but the rental will be abated per diem, and pro-rata, during the period of delay. The per diem rate under this provision will be calculated by multiplying the monthly installment identified in Section 3 herein above by twelve (12) and dividing by three hundred sixty-five (365) days. Such delay has no affect any of the other terms of this Lease. If Resident does not move in once the Exclusive Space and Unit are ready, to the fullest extent allowed by applicable law, Owner may sue to enforce this Lease and apply any deposits or monies of Resident in possession of Owner to damages and costs of reletting.
- 13. Condition of Unit Common Areas and Exclusive Space.** A Move-In Inventory/Condition Form will be provided to Resident at the time that Resident moves into the Exclusive Space and Unit Common Area. Resident acknowledges that the Unit may not be a new unit, but has been made-ready for Resident's use and occupancy and that the condition of the Exclusive Space and Unit Common Area will not be the same as the condition of any model exclusive space and unit which Resident may have previously toured. Resident acknowledges that unless Resident notifies Owner within 24 hours after Resident begins occupancy in the Exclusive Space and Unit Common Area of any problems with the Exclusive Space and Unit Common Area, the Exclusive Space and Unit Common Area will be considered in good and acceptable condition. Unless otherwise prohibited by law, all maintenance requests must be in writing. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, OWNER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED RELATING TO THE UNIT OR THE PREMISES, THE EXCLUSIVE SPACE, THE UNIT COMMON AREA OR ANY FURNITURE, FURNISHINGS, EQUIPMENT OR APPLIANCES, IF ANY, LOCATED THEREIN, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY OR SUITABILITY.

In the event that the Unit or the apartment community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews may work throughout the days to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Premises or their respective guests is strictly prohibited.

- 14. Mold and Catastrophic Events.** Resident acknowledges that, at the commencement of Resident's occupancy of the Exclusive Space and Unit Common Area, Resident has inspected the Exclusive Space and Unit Common Area and has found the Exclusive Space and Unit Common Area to be free of mold and mold related conditions which may adversely affect Resident's health. In the event that Resident discovers mold, water leaks, water damage or moldy, musty odors in the Exclusive Space or Unit Common Area or discoloration or staining in the sheetrock or any wood, at any time during Resident's occupancy, Resident shall immediately provide written notice to Owner of any such condition. Resident acknowledges that it is Resident's responsibility to assist the Owner to prevent excessive moisture build-up and mold growth. Resident acknowledges that: (a) excessive moisture can collect from a wide variety of sources; (b) moisture build-up in carpets and crevices can result from shower or bathtub overflows, washing machine overflows or leaks, cooking spills, plant watering overflows or pet urine accidents; and (c) insufficient

drying of water, carpets or carpet pads can result in mold under the carpet surface. Resident is responsible for: (a) promptly reporting to Owner any signs of water leaks or water infiltration, standing water, condensation on interior surfaces, high humidity, musty smells or any signs of mold and any air conditioning or heating system problems; (b) keeping all areas of the Unit clean and free of water accumulation, removing visible moisture accumulation on windows, walls, ceilings and other surfaces; (c) being attentive to washing machine leaks, overflows or spills; (d) maintaining proper ventilation of the Exclusive Space and Unit Common Area; (e) preventing conditions that are conducive to mold growth; and (f) controlling humidity and moisture levels through proper operation of the air conditioning and heating systems and plumbing fixtures. To the extent permitted by applicable law, the Owner is not responsible for conditions, damages or injuries that result from Resident's failure to maintain (or provide written notice to Owner within 24 hours of noticing any condition in) the Exclusive Space and Unit Common Area in accordance with this provision.

15. Resident's Remedies. In certain circumstances where there is a condition in the Unit which materially affects the physical health or safety of an ordinary resident and ALL other requirements, under Section 92.056 of the Texas Property Code are met by Resident, Resident may have the following statutory remedies available:

- (a) **Pursuant to Section 92.056 of the Texas Property Code, Resident may be permitted to terminate the Lease;** or,
- (b) **Resident may also exercise other statutory remedies under Section 92.0561 of the Texas Property Code.**

16. Default by Resident. Resident will be considered in default of the Lease if: (a) Resident fails to pay Rent or other lawful charges when due; (b) Resident moves out of the Exclusive Space prior to the expiration of the term of this Lease; (c) Resident gives false information on any application for rental; (d) Resident or guests fail to comply with any other term, covenant or condition of this Lease or the Apartment and Community Guidelines; (e) Resident abandons the Exclusive Space; (f) Resident or guests violates any fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (g) Resident or guests, in bad faith, make an invalid complaint to an official or employee of a utility company or the federal, state or local government or governmental agency; or (g) Resident or guests engage in any of the prohibited conduct described in Section 9 of this Lease. If Resident is in default, Owner may pursue any rights or remedies provided by this Lease or applicable law, including legal action for lease termination, possession, damages, rent, and all other moneys due. In addition to the foregoing, in the event Resident defaults under this Lease, to the fullest extent allowed by applicable law, Resident will be liable for any court costs and reasonable attorney's fees incurred by Owner to enforce this Lease plus interest on all unpaid amounts at the maximum rate of legal interest from the due date until paid. Owner may report unpaid Rent or other charges to the applicable credit reporting agencies for recordation in Resident's credit record. Resident hereby authorizes Owner or Owner's agents to obtain and hereby instructs any consumer reporting agency designated by Owner or Owner's agents to furnish a consumer report under The Fair Credit Reporting Act to Owner or Owner's agents to use such consumer report in attempting to collect any amounts due and owing under the Lease or the Guaranty or for any other permissible purpose. Unless otherwise provided by law or unless Owner agrees in writing, Resident has no right to be released from the obligations contained in this Lease, including a situation in which Resident fails to obtain a required signature of a guarantor on a Guaranty of Resident's obligations.

- i. **Suspension or Expulsion.** If Resident is suspended or expelled by an educational institution, Owner has the right to terminate the Lease with no liability to Owner. Regardless of Owner's termination, Resident remains fully liable for all sums due under the Lease. Within ten (10) days of Resident being suspended or expelled, Resident must provide Owner with written notice Resident has been suspended or expelled.
- ii. **Notice to Vacate / Eviction:** If Resident defaults or holds-over the Unit, the Owner may terminate Resident's right of occupancy by delivering to the Resident at least a twenty-four (24)-hour written notice to vacate. Notice may be given by all permissible methods under Section 24.005 of the Texas Property Code, including, but not limited to the following methods: (i) regular mail; (ii) certified mail, return receipt requested; (iii) personal delivery the Resident or an Occupant over sixteen (16) years old; (E) affixing the notice to vacate to the inside of the Unit main entry door; and/or securely affixing the notice to the outside of the Unit main entry door as allowed by law.

A notice to vacate delivered by mail as the only delivery method will be considered delivered on the earlier of actual delivery, or three (3) days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage.

- iii. **No Waiver.** Termination of Resident's possession rights or a later reletting does NOT release Resident from liability for future rent or other Lease obligations. After giving notice to vacate or filing an eviction suit, the Owner may still accept rent or other sums due; the filing or acceptance of funds, does not waive or diminish the Owner's right of eviction or any other contractual or statutory right.
- iv. **Acceleration of Rent.** If Resident breaches and Owner terminates this Lease, all rents which are payable during the remainder of this Lease or renewal period will be accelerated without notice or demand and will be immediately due and payable. If Resident breaches and the Owner terminates this Lease, Resident will be liable for: (a) the accelerated rents; (b) Owner's cost of reletting the Unit including brokerage fees, advertising fees, and other fees necessary to relet the Unit; (c) repairs to the Unit beyond normal wear and tear; (d) all Owner's costs associated with eviction of Resident, such as attorney's fees, court costs, and prejudgment interest; (e) all Owner's costs associated with collection of rent such as

collection fees, late charges, and returned check charges; and (f) any other recovery Owner may be entitled by law. Owner will attempt to mitigate any damage or loss caused by Resident's breach by attempting to relet the Unit to acceptable Residents and reducing Resident's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies.

AFTER THE OWNER'S ISSUANCE OF A NOTICE TO VACATE OR FILING AN EVICTION LAWSUIT, OWNER MAY STILL ACCEPT RENT OR OTHER SUMS DUE WITHOUT WAIVING RIGHTS TO CONTINUE WITH EVICTION; IN OTHER WORDS, THE FILING OR ACCEPTANCE EXPRESSLY DOES NOT WAIVE OR DIMINISH OWNER'S RIGHT OF EVICTION OR ANY OTHER CONTRACTUAL OR STATUTORY RIGHT.

- 17. Contractual Lien and Abandonment.** ALL PERSONAL PROPERTY OF RESIDENT IN THE UNIT EXCEPT PROPERTY STATUTORILY EXEMPT BY SECTION 54.042 OF THE TEXAS PROPERTY CODE) IS SUBJECTED TO A CONTRACTUAL LIEN TO SECURE PAYMENT OF DELINQUENT RENT. IN ORDER TO EXERCISE CONTRACTUAL LIEN RIGHTS, OWNER'S REPRESENTATIVES MAY PEACEFULLY ENTER UNIT (AND ANY STOREROOMS) AND REMOVE AND STORE ALL SUCH PROPERTY; PROVIDED, HOWEVER, WRITTEN NOTICE OF ENTRY MUST BE LEFT AFTERWARD IN THE UNIT IN A CONSPICUOUS PLACE, ALONG WITH A LIST OF ITEMS REMOVED. If Resident is absent from the Unit for five (5) consecutive days, during the term of this Lease, while all or any portion of the Rent is delinquent, the Unit will be deemed abandoned. Owner shall impose reasonable charges for storing such abandoned or seized property, and may sell same at public or private sale (subject to any recorded chattel mortgage) after 10 days written notice of time and place of same is sent certified mail, return receipt requested, to the Resident at the address of the Unit or at any forwarding address given by Resident to Owner in writing. Sale will be to the highest cash bidder; proceeds will be first credited to cost of sale and then indebtedness; and surplus, if any, be mailed to Resident at the above address. It is agreed that none of the above procedures shall necessitate any prior court hearing or subject Owner to any liability.
- 18. Verbal Representations.** Neither Owner nor any of Owner's representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between Resident and Owner. Provided, however, in the event that Resident has signed an addendum as part of this Lease or any prior Lease with the Owner (except for any addendum involving discount or concessions), such addendum are deemed to be a part of this Lease as well as any future Lease unless a similar addendum is signed by the parties which covers the subject matter of the previous addendum. Owner's 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 have no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Resident acknowledges any purported promises or statements made by Owner's representatives are not a part of the agreement between the parties unless included in the Lease or any addendum.
- 19. Entry by Owner.** Owner has the right to enter the Exclusive Space and Unit Common Area without prior notice for any reasonable business purpose in accordance with applicable law including but not limited to: (a) responding to Resident request; (b) making repairs or replacements; (c) estimating repair or refurbishing costs; (d) performing pest control; (e) performing preventive maintenance; (f) performing general inspections; (g) investigating possible Lease violations; (g) changing filters; (h) testing or replacing smoke detector/CO detector (if any) batteries; (i) retrieving unreturned tools, equipment, or appliances; (j) preventing waste of utilities; (k) leaving notices including eviction notices; (l) delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; (m) removing or rekeying unauthorized locks or other security devices; (n) removing unauthorized window coverings; (o) stopping excessive noise; (p) removing health or safety hazards (including hazardous materials) or items prohibited under the Apartment and Community Guidelines; (q) removing perishable foodstuffs; (r) removing unauthorized animals; (s) retrieving property owned or leased by former resident; (t) inspecting when danger to person or property is suspected; (u) allowing persons authorized by Resident to enter; (v) allowing entry by a law officer with search or arrest warrant or in hot pursuit; (w) showing Exclusive Space and Unit Common Area to prospective residents; or (x) showing Exclusive Space and Unit Common Area to government inspectors, lenders, appraisers, contractors, prospective buyers, or insurance agents.
- 20. Testing.** In the event Resident desires to conduct any tests on the Unit which are non-destructive, Resident shall provide forty-eight (48) hours written notice to Landlord. In the event Resident desires to conduct any tests which are destructive, Resident shall provide not less than seventy-two (72) hours written notice to Landlord and obtain prior written permission from Landlord. Absent appropriate written notice for non-destructive or destructive testing, as applicable, all parties agree such testing shall be considered inadmissible in a court of law.
- 21. Alterations.** Resident will not make or permit to be made any alterations, additions or attachments to the Exclusive Space or Unit Common Area, or change or add any lock, without prior written consent of Owner. Resident may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or other alterations to the Owner's property except as authorized by the Owner in writing. No holes or stickers are allowed inside or outside the Unit; however, a reasonable number of small nail holes from picture hanging are permitted inside the Exclusive Space. No water furniture, antennae, additional phone or television cable outlets, alarm systems, or lock changes, additions or rekeying are prohibited, except as required by law or by the Owner's prior written consent. Resident will not disable, disconnect, alter or remove the Owner's property, including locking devices, alarm system, smoke detectors, appliances, furniture or screens. Owner has no obligation to furnish light bulbs in the Exclusive Space.

When moving out, Resident will surrender the Exclusive Space and Unit Common Area in the same condition as when received, reasonable wear and tear excepted.

- 22. Parking.** Resident parking is not guaranteed. Resident acknowledges that this Lease does NOT automatically include any parking rights at the Unit or the apartment community. If parking is offered by Owner, Resident must pay an additional monthly fee as set by Owner and execute the Parking Addendum, Resident shall fully comply with all parking policies and properly display a Parking Identification Sticker as further set forth in a Parking Addendum and/or Parking Policies. If Resident has executed Parking Addendum with Owner, a copy of the same is attached to this Lease (unless executed at a later date). Resident agrees to comply with the terms and conditions of the Parking Addendum and rules and regulations applicable to parking which may be promulgated by the Owner from time to time during the Term of this Lease. Parking is NOT guaranteed, due to the limited availability.

Resident must advise all of Resident's guests of Parking Policies.

WARNING: RESIDENT'S VEHICLE WILL BE TOWED IF RESIDENT FAILS TO COMPLY WITH THE OWNER'S PARKING POLICIES AND RULES SET FORTH IN THE PARKING ADDENDUM OR THE APARTMENT AND COMMUNITY GUIDELINES, AGREEMENTS AND ADDENDA TO LEASE. OWNER IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGES INCURRED TO ANY VEHICLES TOWED WHILE BEING PARKED AT THE PREMISES.

- 23. Remote Control, Entry Card and Gate Code.** Resident will be given a remote control, parking tag, and/or entry card at no cost for Resident to use during the term of this Lease. If a remote control is lost, stolen, damaged, or not returned at the end of this Lease, Resident must pay the sum of \$50.00. If an entry card is lost, stolen, damaged, or not returned at the end of this Lease, Resident must pay the sum of 50.00. Resident may be given an access code for access or entry to other areas of the Premises which will be used only during the term of this Lease. Owner may change the access code at any time and will notify Resident of any such changes.
- 24. Assignment and Subletting.** Resident will not assign or sublet all or any portion of this Lease or Resident's right to occupy the Exclusive Space and Unit Common Area to anyone without the Owner's prior written consent. In order to request an assignment or sublease, Resident may submit a request in writing on Owner's form. No assignment or sublease will be approved unless the new resident and a guarantor, if applicable, is approved and executes all required documents. If assignment or sublease are approved, Resident and assignee/sub-lessee must pay in advance a nonrefundable fee of \$350.00. Resident's assignment or sublease will not release Resident from obligations under this Lease unless Owner expressly agrees in writing to release Resident. Unless required by law, Owner has no obligation to accept Resident's request for assignment or sublease or to find an acceptable assignee or sub-lessee.

You agree that you won't rent, or offer to rent or license all or any part of your apartment 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 apartment. You agree not to list any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any person or service that advertises dwelling for rent.

- 25. Transfers.** Resident must obtain prior written approval by Owner to transfer from one unit to another or from one exclusive space to another within the same unit. If the transfer is approved, Resident must (a) be in compliance with all terms of this Lease; (b) execute a new lease with addenda; (c) complete all required forms; (d) pay in advance a new security deposit or other required deposits; and (e) pay in advance a transfer fee of \$150.00 if the transfer is from the Unit to another unit or a transfer fee of \$100.00 if the transfer is from the Exclusive Space to another exclusive space in the Unit. To operate efficiently and harmoniously, Owner, at its sole discretion, reserves the right at any time to require Resident to transfer to another unit, upon five (5) days' notice. Under no circumstances will Owner be responsible for paying moving costs.
- 26. Fair Housing.** In accordance with fair-housing laws, Owner and Owner's representatives will make reasonable accommodations to our rules, policies, practices, or services. We may require additional information to respond to your request. We will allow reasonable modifications under these laws to give disabled persons access to and use of this Community. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.
- 27. Animals.** Animals (except for assistance animals as defined by the Fair Housing Act or the Americans with Disabilities Act, where applicable) are prohibited, even temporarily, in the Exclusive Space, Unit Common Area and Premises, unless Owner AND Resident and all Roommates, execute an Animal Addendum and Resident pays a non-refundable animal fee, an animal deposit and additional monthly Pet Rent (except for service and assistance animals). The animal must also meet the breed, size and weight restrictions set forth in the guidelines in the Apartment and Community Guidelines, Agreements and Addenda to Lease, OR the Animal Addendum. Assistance and the foregoing restrictions do not apply to verified Assistance and Service Animals; Assistance or service animals will be allowed in accordance with federal, state and local fair housing laws.

28. Animal Violations. If Resident or any guest violates this Section, the Animal Policies and Rules under the guidelines set forth in Apartment and Community Guidelines, Agreements and Addenda to Lease, OR the Animal Addendum (if executed by Resident), Resident will be subject to charges, damages, eviction, and other remedies provided in this Lease and under the Law. More particularly, if Resident violates this Section or other guidelines set forth in Apartment and Community Guidelines, Agreements and Addenda to Lease, OR the Animal Addenda, by having an unauthorized animal at the Premises, Resident will pay an initial non-refundable fee of \$500.00 per animal and a daily fee of \$10.00 per animal from the date the animal was brought onto the Premises until it is finally removed. Initial and daily animal-violation charges are liquidated damages for Owner's time, inconvenience, and overhead in enforcing animal restrictions and rules. Payment of animal-violation charges by Resident to Owner will not release Resident from, or waive Owner's rights to, other remedies available to Owner after Resident defaults. Owner may remove an unauthorized animal or neglected animal in the Unit after leaving Resident a written notice in the Unit at least twenty-four (24) hours in advance of Owner's removal of the animal. For the purposes of the foregoing sentence, the Owner in its own discretion has the absolute discretion to determine whether an animal is being neglected. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Resident upon request if it has not already been turned over to a humane society or local authority after payment of all initial and daily animal charges. Resident must pay for the animal's reasonable care and kenneling charges. If Resident brings an animal in the Unit at any time during the Lease (with or without Owner's consent), Resident will pay for defleaing, deodorizing, and shampooing.

29. Move-out Procedures. Unless a renewal lease has been executed, Resident must move out on or before the Lease end date and time as noted in Section 2. Resident agrees not to holdover beyond the move-out date. Early move-out does not release Resident from liability for Rent for the full term of the Lease. The move-out date cannot be subsequently changed unless agreed to by both parties in writing. If Resident moves out before the end of this Lease, Owner will charge Resident reletting fees incurred and future accrued rent. Resident must surrender the Exclusive Space and Unit Common Area before the period of time for deposit refund begins. Resident must furnish in writing his forwarding address to Owner and the U.S. Postal Service.

The Inspection Report and this Lease shall be executed in multiple copies, one for Tenant and one or more for Owner. Upon request by the Owner to Resident to vacate, or within five days after receipt of notice by the Owner of Tenant's intent to vacate, Owner shall make reasonable efforts to advise Resident of Tenant's right to be present at the Owner's inspection of the Apartment for the purpose of determining the amount of security deposit to be returned. If Resident desires to be present when Owner makes the inspection, Resident shall so advise Owner in writing who, in turn, shall notify Resident of the time and date of the inspection, which must be made within 72 hours of delivery of possession.

30. Risk of Loss. Owner does not maintain personal liability or property damage insurance to cover Resident's loss of personal property or personal injury (which is referred to herein as "Renters Insurance"). Resident holds Owner harmless against all damages, accidents and injuries to person or property caused by or resulting from or in connection with Resident's use and occupancy of the Premises or things in and about the Premises during the term of this Lease. Resident further agrees that Owner is not be liable for damages because of personal injury or loss of property occasioned by or from any failure of boiler, plumbing, gas, water, steam or other pipes of sewerage, or the bursting, leaking or running of any boiler, cistern, tank, washstand, water closet or waste pipe, in, above, upon or about said Premises, nor for any damage occasioned by fire, smoke, rain, flood, water, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, tornado, hurricane, terrorist attack, strikes, vandalism, act of God, or otherwise nor for any defect in the electric wiring, and service thereof; nor by reason of any defect, latent or patent, in, around or about said Premises; nor for any damages arising from acts of neglect of Resident, guests, Roommates or other residents of the Unit or the apartment community or of any owners or occupants of adjacent or contiguous property unless otherwise required by law.

All personal property placed in the Unit, or in any other portion of the Premises, will be at the risk of the Resident, or the parties owning the said personal property. Owner, shall in no event, be liable for the loss, theft or damage to such property or for any act or negligence of Resident or any Roommates or their respective guests, invitees or licensees, or of any other resident or person whomsoever in or about the Premises. To the extent allowed by applicable law, Resident hereby releases Owner, its successors, assigns, and management company from any and all claims and damages which may arise out of any accidents or injuries to Resident, his family, guests, invitees, or licensees that may occur in connection with the use of the Premises. Resident acknowledges that in using same, Resident hereby assumes, for Resident and Resident's guests, invitees, or licensees, any and all risks from any accidents in connection with the use thereof and agrees that Owner is not be liable for any injuries sustained by Resident or such persons in connection with the Premises.

In the event any employee of Owner renders service or assistance (such as parking, washing or delivery of automobiles, handling of furniture or other articles, cleaning of the Unit, or any other service) to, for or at the request of Resident, his family, guests, invitees, or licensees, then for the purpose of such service or assistance, such employee of the Owner is be deemed the agent of the Resident, regardless of whether or how payment is arranged for such service, and Owner is hereby expressly relieved from any and all liability in connection with such service and any associated injury or damage to persons or property.

In case of accident, fire, smoke, or suspected criminal activity, Resident shall immediately call 911 or local medical emergency, fire, or police services. Resident must also immediately notify Owner of any accident, fire, smoke, or suspected criminal activity. Resident understands that any restricted access measures initiated by Owner are not considered an express or implied warranty

of security or as a guarantee of safety for Resident or guests while on the Premises. Unless otherwise required by law, Owner is not liable to Resident or guests for injury, damage, or loss to person or property caused by criminal conduct of other residents, Roommates, guests or other persons, including theft, burglary, assault, vandalism, or other crimes. Unless otherwise provided by law, Owner is not required to furnish security personnel, security lighting, security gates or fences, or other forms of security. Owner represents and Resident acknowledges that neither Owner nor Owner's managing agents are equipped or trained to provide personal security services to Resident, Roommates or their respective guests, invitees or licensees. Resident recognizes that no security devices or measures in the Unit or the apartment community are fail-safe or designed to provide personal security of any type whatsoever. Resident further acknowledges that, even though an alarm may be included in the Rent paid by Resident, the alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Resident represents that Resident will not rely on any security measures taken by Owner or Owner's managing agents, including the alarm, for Resident's personal security. Unless otherwise provided by law, Owner is not required to obtain a criminal history checks on any residents, guests, or contractors in the Unit or in the apartment community. If Resident or any guest is affected by a crime, Resident agrees to make a written report to Owner and to the law-enforcement agency and to furnish a copy of the report to Owner upon request.

31. Bed Bugs. It is important that Owner and Resident work together to prevent the infestation of bed bugs. Owner and Resident agree that they each inspected the Exclusive Space and Unit Common Area prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation. Resident represents that: (a) Resident is not aware of any bed bug infestation or presence in any furniture, clothing, or personal property and possessions; (b) Resident has fully disclosed to Owner any previous bed bug infestation which Resident may have experienced; and (c) if Resident was previously living in an apartment or home that had a bed bug infestation that Resident had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional. Resident must allow Owner and its pest control professional's access to the Exclusive Space and Unit Common Area at reasonable times to inspect for or treat bed bugs. Resident must cooperate and will not interfere with inspections or treatments, including the preparation of the Unit prior to treatment. Resident must report any signs of bed bugs immediately and in writing. If Owner confirms the presence of bed bugs, Resident will cooperate and coordinate with Owner and its pest control professionals to treat and eliminate the bed bugs. Resident will follow all directions from Owner or its agents to clean and treat the Exclusive Space and Unit Common Area. Follow-up treatments or inspections may also be necessary. Owner has the right to select a licensed pest control professional to perform treatments and cleaning of the Unit. If during the term of this Lease: (a) bed bugs appear in the Unit or other adjacent units; and (b) a pest control professional determines that the bed bugs originated in the Exclusive Space, Resident agree that all necessary treatments for the Unit and other units as well as all of our additional costs, expenses and losses will be paid by Resident. Resident agrees that if: (a) Resident does not comply with the preparation of the Exclusive Space and Unit Common Area as required by the pest control professional or Owner; and (b) the treatment is unsuccessful because of Resident's failure to comply, Resident will also be responsible for subsequent treatments to the Unit and for any treatment to adjoining units that are infested with bed bugs. Resident will be in default of this Lease if Resident: (a) fails to pay for any costs that Resident is liable for; (b) fails to promptly report bed bugs; (c) fails to comply with treatment instructions; or (d) violates any other provision of this Section 27. Under no circumstances is the Owner and/or Owner's agents and employees be responsible to Resident for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. To the extent allowed by applicable law, Resident agrees to indemnify and hold harmless Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification does not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.

32. Renter's Insurance. Resident shall maintain, at Resident's own expense, during the Lease term and any subsequent renewal and/or hold-over periods, a renter's or liability insurance policy, which provides limits of liability to third parties in an amount not less than One Hundred Thousand and XX/100 Dollars (\$100,000.00) per occurrence.

Resident understands that Owner's recommended property or liability insurance may not protect Resident, Resident's guests or any occupants against loss or damage to personal property or belongings, or cover Resident's liability for loss or damage caused by Resident's actions or those of any occupant of the dwelling or guest. Liability insurance does not protect Resident against loss or damage to your personal property or belongings—only a renter's insurance policy does this. It also does not protect Resident from losses caused by flooding. Flood insurance is different than renter's insurance. For more information regarding renter's or flood insurance, Resident should contact the Texas Department of Insurance.

Resident further understands that by not maintaining a renter's or liability insurance policy, Resident will be considered in material default of the Lease under Section 16 of the Lease herein above, and Resident may further be liable to the Owner and others for loss or damage caused by Resident's actions or those of any occupant or guest in the Unit.

33. Partial Invalidity. If any section, clause, sentence, word or provision of this Lease or the application thereof to any party or circumstances shall, to any extent, be or become invalid or illegal, and such provision shall thereby become null and void, the remainder of this Lease shall not be affected thereby, and each remaining provision of this Lease shall not be affected thereby and each remaining provision of this Lease shall be valid and forceful to the fullest extent permitted by law.

34. RESIDENT'S RIGHT TO TERMINATE THE LEASE IN CERTAIN CIRCUMSTANCES:

- i. **RESIDENT MAY HAVE THE RIGHT UNDER TEXAS LAW TO TERMINATE THE LEASE IN CERTAIN SITUATIONS INVOLVING MILITARY DEPLOYMENT OR TRANSFER.**
- ii. **RESIDENT MAY HAVE THE RIGHT UNDER TEXAS LAW TO TERMINATE THE LEASE EARLY IN CERTAIN SITUATIONS INVOLVING FAMILY VIOLENCE, CERTAIN SEXUAL OFFENSES, OR STALKING.**

If the foregoing are applicable, Resident may terminate this Lease by giving Ownership thirty (30) days' written notice and other applicable documentation as required by the applicable provisions under the Chapter 92 of the Texas Property Code.

35. Screening and Other Residents at Apartment Community. Resident expressly acknowledges that any screening conducted by Owner of other residents at the Unit or the apartment community, including the screening of potential roommates, is conducted on a limited basis. Further, Resident expressly acknowledges that there has been no representations by Owner as to the criminal background of any other resident(s). Under Federal guidelines, the Owner may be prohibited from denying residency to person(s) with certain criminal backgrounds. Resident is encouraged to maintain their guard at all times, even when dealing with other residents. Should Resident feel Resident's health, safety and/or comfort, etc. are at risk of being compromised, Resident should first contact local law enforcement and then contact owners.

The fact that Resident and Resident's roommates may be in conflict with each other will not act as grounds to terminate the Lease. If Resident's roommate or a potential roommate was not truthful on his or her roommate preference card, the Ownership is not liable.

36. Smoke Detectors and Sprinkler System. Tampering or interfering with any alarm equipment and/or safety installations is strictly prohibited. Residents must be careful not to trigger the overhead sprinkler system in Unit. A simple depression of the sprinkler head will result in a total draining of water from the system. The Owner will not be responsible for any damages incurred from such situations; Resident will be responsible for the payment of all damages from activating which could also include an entire building of the Unit or the apartment community. Fire warning devices and safety equipment are to be used only in case of emergency. The sounding of a fire alarm should be taken seriously. In the event of an alarm, Residents should proceed in accordance with the instructions posted in and about Unit or the apartment community. The intentional sounding of an alarm outside of an emergency situation is a criminal offense, and considered a material breach of the Lease. Any violation of this Section is considered a default under the Lease which would entitle Owner to declare a default and pursue all remedies provided to Owner. Any violation of this Section will result in a \$500.00 fine and will result in eviction in addition, the Resident will be referred to local authorities for potential criminal prosecution.

Subchapter F of Chapter 92 of the Texas Property Code requires the Unit to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the panics regarding smoke detectors. **REQUESTS FOR ADDITIONAL INSTALLATION, INSPECTION, OR REPAIR OF SMOKE DETECTORS MUST BE IN WRITING. DISCONNECTING OR INTENTIONALLY DAMAGING A SMOKE DETECTOR OR REMOVING A BATTERY WITHOUT IMMEDIATELY REPLACING IT WITH A WORKING BATTERY MAY SUBJECT RESIDENT TO CIVIL PENALTIES AND LIABILITY FOR DAMAGES AND ATTORNEYS' FEES UNDER SECTION 92.2611 OF THE TEXAS PROPERTY CODE.**

37. Owner's Right to Terminate. If Owner believes performance of repairs to Unit, and/or areas near the Unit poses a danger to Resident, Owner may terminate this Lease by giving Resident written notice five (5) days in advance of the date the Lease is terminated. Owner also has the right to terminate this Lease during the Lease term by providing Resident with written notice thirty (30) days in advance of the termination if Owner is demolishing the Unit or closing it and it will no longer be used for residential purposes for at least six (6) months. If the Lease is so terminated, Owner will refund to Resident prorated rent and all deposits, less all lawful deductions. Owner may also remove Resident's personal property from the Unit if it causes a health or safety hazard.

38. WAIVER OF A JURY TRIAL. EXCEPT AS PROHIBITED BY LAW (including, but not limited to, Section 92 of the Texas Property Code), AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS LEASE, RESIDENT WAIVES HIS/HER RIGHT TO A TRIAL BY JURY ON ANY AND ALL ISSUES RELATING TO OR ARISING OUT OF OUR OBLIGATIONS UNDER THIS LEASE, THE RELATIONSHIP BETWEEN US, OR YOUR OCCUPANCY OF THE UNIT (INCLUDING OF ANY CLAIM OF PERSONAL INJURY). YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE FOREGOING PROVISION AND THAT YOU ARE VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVING ITS RIGHT TO A JURY TRIAL. OWNER AND RESIDENT STIPULATE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS.

39. OWNER'S LIMIT OF LIABILITY. IN THE EVENT OWNER, ANY OTHER OWNER OF THE UNIT OR ANY MANAGER IS FOUND BY A COURT OF APPROPRIATE JURISDICTION (WHETHER BY TRIAL BY JUDGE OR JURY) TO BE LIABLE TO RESIDENT FOR ANY AMOUNTS WHATSOEVER BASED ON ANY TYPE OF CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR BREACH OF CONTRACT), RESIDENT AND OWNER AGREE THAT THE ABSOLUTE MAXIMUM AMOUNT OF LIABILITY OWNER SHALL HAVE TO RESIDENT SHALL BE THE TOTAL AMOUNT OF RENT PAID BY RESIDENT.

40. CLASS ACTION WAIVER. Resident agrees that Resident will not participate in any class action claims against us or our representatives. Resident must file any claim against Owner individually, and Resident expressly waives his or her ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against Owner 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 PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

41. Resident's Personal Safety Responsibilities. Neither Owner nor Owner's managing agent are liable to Resident, Roommates or their respective guests for any damage, injury or loss to person or property caused by other persons, including, but not limited to, theft, burglary, assault, vandalism or other crimes. Neither Owner nor Owner's managing agent are liable to Resident, Roommates or their respective guests for any damage, injury or loss to person or property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage, injury or loss is caused exclusively by the negligence of Owner. Owner is not responsible for, and will not provide fire or casualty insurance for, the personal property of the Resident. Resident is strongly urged to secure insurance to protect against all of the above. Repair requests for smoke detectors, locks or latches must be in writing.

Owner represents and Resident acknowledges that neither Owner nor Owner's managing agent are equipped or trained to provide personal security services to Resident, Roommates or their respective guests. Resident recognizes that no security devices or measures on the property are fail-safe or designed to provide Resident with personal security of any type whatsoever. Resident further acknowledges that, even though an alarm may be included in the Base Fee paid by Resident, the alarm is a mechanical device, can be rendered inoperative at any time and requires proper operation by Resident with respect to coding and maintaining the alarm. Any charges resulting from the use of the intrusion alarm will be charged to Resident, including but not limited to any false alarms with police/fire/ambulance response or other required city charges. Resident represents that they will not rely upon any security measures taken by Owner or Owner's managing agent, including the alarm, for Resident's personal security; and Resident will call the local law enforcement authority in the event of any security needs and will call 911 or any other applicable emergency number in the event of an emergency.

Owner will comply with the requirements of state law with respect to providing door locks and window latches to apartment units on the property. Pursuant to state law, the Unit is equipped with: (1) a window latch on each exterior window of the Unit; (2) a doorknob lock or keyed dead bolt on each exterior door of the Unit; (3) a sliding door pin lock on each exterior sliding glass door of the Unit; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the Unit; and (5) a keyless bolting device and a door viewer on each exterior door of the Unit. Additionally, if the Unit has french doors, one door of each pair of french doors, if any, in the Unit has: (1) a keyed dead bolt or keyless bolting device capable of insertion into the doorjamb above the door and a keyless bolting device capable of insertion into the floor or threshold, each with a bolt having a throw of one inch or more; or (2) a bolt installed inside the door and operated from the edge of the door, capable of insertion into the doorjamb above the door, and another bolt installed inside the door and operated from the edge of the door capable of insertion into the floor or threshold, each bolt having a throw of three-fourths inch or more.

At the Resident's request, Owner, at Resident's expense, will install: (1) a keyed dead bolt on an exterior door if the door has a doorknob lock but not a keyed dead bolt or a keyless bolting device but not a keyed dead bolt or doorknob lock and (2) a sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar. All Resident's requests or notices regarding security devices must be in writing. Resident is required to pay for repair or replacement of Resident's security device if the repair or replacement is necessitated by misuse or damage by the Resident, a member of the Resident's family, an occupant, or a guest, and not by normal wear and tear. Owner may require Resident to pay charges in advance for which Resident is liable to pay under the circumstances and conditions allowed by Texas law.

42. Important Safety Reminders to Resident.

- (a) Your safety is your own responsibility and that of law enforcement. Neither the Owner, nor the management company is responsible for your safety and security.
- (b) You should always be aware of your surroundings. Become acquainted with your neighbors and stay alert to any suspicious activity.
- (c) Never bring strangers into your Unit that you may have met off the Internet. Criminals will often target victims using social media or other websites.
- (d) Be cautious that you are not being followed home from a bank or ATM. If you feel you are being followed, drive to a safe location and call the police.
- (e) Mark your valuables with identifying information (i.e. driver's license number) so that they may be tracked back to you if stolen.
- (f) Keep your Unit and car doors locked at all times. **The door to the Unit Common Area should also be locked at all times.**
- (g) Be sure all windows and sliding doors are securely closed and locked – even those windows/doors on an upper level. (If you have any locks that need to be repaired, immediately advise the management office in writing. If the repair is not made, ask to speak with a regional supervisor).
- (h) Always look through the peephole before you unlock and open your door. Never open the door without first checking.
- (i) Never open your door for strangers. Do not invite strangers into your Unit.
- (j) Be cautious of individuals knocking on your door under false pretenses to view the contents of your home. Immediately report solicitors or suspicious persons to the leasing office. (Example: asking if a randomly named individual lives in the Unit). Do not let yourself be pressured to opening the door for strangers.
- (k) Remember that all the maintenance associates wear uniforms with an insigne “Dinerstein” or “TDC” as well as carry ID name badges. Do not open your door if you are not sure. Call the leasing office to verify maintenance personnel.
- (l) Keep your vehicle locked at all times. Do not store any valuable items in your vehicle. Avoid storing any items in leasing office your vehicle might be considered valuable.
- (m) Promptly report, in writing, any non-functioning gates.
- (n) Promptly report, in writing, any non-working lights
- (o) Have your keys in your hand and ready when walking to and from the Unit or vehicle.
- (p) Avoid distractions such as cell phones when walking to and from the Unit.
- (q) Keep your blinds/curtains closed so that criminals may not see your valuables.
- (r) Avoid walking alone after dark.
- (s) Immediately report any unlocked/open vacant apartment units.
- (t) Always keep your patio and/or balcony doors locked, including upper level balcony doors.
- (u) Never enter the Unit alone if you feel something is wrong, suspicious or the Unit may have been broken into.
- (v) Immediately report broken and/or damaged gates, in writing, to the leasing office.
- (w) Never discuss your travel plans with strangers.
- (x) Always keep your emergency contact information updated on your rental application.
- (y) Refrain from consuming beverages or substances that would impair or inhibit your ability to make rational decisions.
- (z) Never accept drinks from strangers or allow drinks to be unattended.

43. Addenda and Attachments to Lease. Resident acknowledges that all lease addenda and agreements are considered to be part of this Lease. In the event there is a conflict between this Resident Lease Agreement and any Addenda, the provisions of that Addendum control. Resident represents that he/she has received and reviewed the applicable Lease addenda.

Before signing the Lease, this Addendum and any other addenda thereto, Resident may take a copy of it to review and/or consult an attorney.

Additional provisions or changes of the Lease, or any Addendum thereto, may only be made if agreed to in writing and executed by all parties to the Lease.

Resident shall be fully bound by all the terms and conditions of the Lease, Addendum and any other addenda thereto even if the Lease or any Addendum is not countersigned by the Owner or Owner's authorized agent. Please read the Lease and Addendum carefully and thoroughly before signing.

The acceptance and approval of your application and lease agreement is not considered complete or binding until screening results have been processed, all screening criteria and conditions have been met, and the lease has been countersigned by an authorized representative of our team. You will be notified in writing of approval.

**PARTIES' EXECUTION
RESIDENT LEASE AGREEMENT:**

RESIDENT: _____

OWNER: _____

DATE: _____

DATE: _____

SAMPLE