

available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost to repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. 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 that 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 strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

2. Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:

- a. conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
- b. damage to doors, garage doors, windows, and screens;
- c. damage from windows or doors left open;
- d. damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
- e. items that are considered cosmetic in nature with no impact on the functionality or use of the home; and
- f. Non-Real Property - Landlord will not repair the following specific items or appliances that may be non-real property attached with the home will not be repaired by the landlord:

refrigerator, washer, dryer

B. Completion of Repairs:

- 1. Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- 2. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

C. Payment of Repair Costs:

- 1. Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - a. heating and air conditioning systems;
 - b. water heaters; or
 - c. water penetration from structural defects.

19.1 EMERGENCY AFTER HOUR REPAIRS

If an emergency repair is needed during non-business hours call 888.866.6727 ext. 700.

20. TRIP CHARGES

If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay a \$75.00 penalty to Landlord to reschedule the vendor in addition to any trip charge the repair person or vendor may charge. This trip charge is also applicable to any other trips required to the property as a result of tenant actions or failure to maintain the lease obligations and/or secure pets.

A. Unnecessary Work Order Charge:

If a repair request is made and a technician arrives at the home to find that no repair is necessary, Tenant will pay a \$75.00 trip charge to Landlord in addition to any trip charge the repair person or vendor may charge.

21. DISCLOSURE OF INFORMATION ON LEAD BASED PAINT HAZARDS

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards

Tenants: _____ & Landlord or Landlord's Representative: _____

if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting a home built before 1978, landlords must disclose the presence of any known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

DISCLOSURE:

A. Presence of lead-based paint and/or lead-based paint hazards - check (1) or (2) below:

(1) Known lead-based paint and/or lead-based paint hazards are present in this home (explain):

(2) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in this home.

B. Records and reports available to the tenant check (1) or (2) below:

(1) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the home (list documents below):

(2) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT:

By initialing this page and signing this document, tenant has (1) received copies of all information listed above if applicable, and/or (2) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home" which also can be found by clicking on the link: https://www.hud.gov/offices/lead/library/enforcement/pyf_eng.pdf

AGENT'S NOTICE TO LANDLORD-ACKNOWLEDGMENT:

A. The brokers and agents to the lease notify Landlord that Landlord must: (a) provide tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) disclose any known lead-based paint and/or lead based paint hazard in the home; (c) deliver all records and reports

to Tenant pertaining to lead-based paint and/or lead based paint hazards in the home; (d) retain a copy of this lease agreement with this completed disclosure paragraph for at least 3 years.

B. The brokers and agents to this lease agreement have advised Landlord of landlord's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

22. SECURITY DEVICES AND DOOR LOCKS

A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed door knob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in § 92.151, Property Code.

B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing and approved by Landlord. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant must be paid by Tenant in advance.

C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices authorized by §92.1 56(e).

23. SMOKE ALARMS

Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm may subject Tenant to civil penalties and liability for damages and attorney fees

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under §92.261 1, Property Code.

24. LIABILITY

Unless caused by Landlord, 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 person's, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, any pets, or any assistance animals including the cost of repairs or service to the property.

25. HOLDOVER

If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, 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.

26. RESIDENTIAL LANDLORD'S LIEN

Landlord will have a lien for unpaid rent against all of Tenant's non exempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may sell or dispose of any seized property in accordance with the provisions of § 54.045, Property Code.

27. SUBORDINATION

This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to any landlord liens. The tenant is not permitted at any time to sublease the home without express written permission from the landlord.

28. ATTORNEY'S FEES

All costs incurred by the Landlord in connection with collecting rent, amounts, or damages owed by the Tenant under this agreement or to enforce any provision of this agreement, including but not limited to: our time and internal expenses; reasonable attorney fees from the date any such matter is turned over to an attorney and regardless of whether suit is commenced or not, will also be recoverable by the Landlord from the Tenant. Tenant and Landlord agree that action or proceeding arising from this agreement will be heard by a court sitting without a jury and thus Tenant hereby waives all right to a trial by jury. In any suit between the Tenant and the Landlord to enforce this agreement, arising from this agreement, or in any way connected with this agreement or tenancy at the property, including but not limited to litigation concerning Tenant's security deposit, Landlord and Tenant agree that the court will award to Landlord our reasonable attorney fees and costs if Landlord prevails in any such suit. For this agreement, Landlord will be the prevailing party under the following circumstances: (A) If the Landlord has brought any claim and the Tenant has not counterclaimed, the Landlord will be the prevailing party if the Landlord is awarded a judgement for possession, monetary judgement, or both. (B) If the Landlord has brought any claim and the Tenant has counterclaimed, Landlord will be the prevailing party if the court awards the Landlord for possession or a net monetary judgment in the Landlord's favor. (C) If the subject matter of any suit is the Tenant's claim whether by claim or counterclaim and the Landlord is not seeking any affirmative relief but is only defending against the Tenant's claim, Landlord will be the prevailing party if the court enters an order dismissing the Tenant's claims or fails to award the Tenant monetary damages.

29. DEFAULT

- A. Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - 1. Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one-day written notice to

Tenants: _____ & Landlord or Landlord's Representative: _____