



**campus**

**RESIDENTIAL LEASE AGREEMENT**

- 1. **PARTIES** – This Residential Lease Agreement is between *you*, the Tenant(s), the owner of the Property (the “Owner”) and CAMPUS Realtors, hereinafter referred to as “Owner Representative.” [The terms “you” and “your” refer to all Tenants listed in this agreement. The terms “we,” “us” and “our” refer to the CAMPUS Realtors and no one else.] The Property will be occupied only by those Tenant(s) listed below. **No one else may occupy the Property.**

We reserve the right to not lease a property to you for any reason including but not limited to criminal history and credit history. By entering into this agreement you are representing that you have never been charged with criminal activity (other than minor traffic citations).

Tenant(s) must promptly inform Owner Representative of any changes to the information below. Persons not listed below may not occupy the Property for more than three (3) consecutive days without our prior written consent.

_____	_____
_____	_____
_____	_____
_____	_____

- 2. **PROPERTY** – Owner Representative agrees to lease to Tenant(s) the *[check one]*:

- Apartment
- Condominium/Townhome
- Single Family Home
- Duplex / Triplex / Quadplex

Located at \_\_\_\_\_, as a private residence only.

- 3. **TERM OF LEASE AGREEMENT** – This Lease Agreement commences on \_\_\_\_\_ (Commencement Date) and terminates at 12:00 P.M. on \_\_\_\_\_ (Termination Date). This Lease Agreement will automatically terminate on the given Lease Agreement termination date, unless Tenant(s) express the desire to renew contract via **written notice on the renewal form**, which will be distributed to Tenant(s) by Owner Representative at Owner Representative’s discretion. Tenants and/or their representatives cannot alter the term of the lease agreement unless agreed upon by both parties in writing.

- 4. **RENT AND OTHER CHARGES**–

- A. **Monthly Rent** - Tenant(s) will pay monthly payments of \$\_\_\_\_\_ which will be due at on the 1st of each month within the term specified above. Rent will be considered late on the 4<sup>th</sup> day of each month. Tenant(s) must pay all rent by check, money order, or via our online payment options. If Tenant(s) are mailing checks, they must be mailed to **1201 S. 8<sup>th</sup> Street Waco, TX 76706** and postmarked no later than the **3<sup>rd</sup>** of the month in order to be timely. **Even if the lease is terminated earlier than the last day of the month, the last month’s rent shall not be prorated.**
- B. **Late Fees** - We will not impose late charges until after the 3<sup>rd</sup> day of the month. Beginning on the 4<sup>th</sup> day of the month, a late fee charge of **\$30** will be charged and an additional daily charge of **\$10** until we receive payment in full. An additional **\$100** late fee will be charged if rent is still not paid on the **10<sup>th</sup> of the month**. You are obligated to pay all late charges when imposed. If you don’t pay rent on time, you will be in default and all remedies under all State and Federal laws and this Lease Agreement will be authorized.
- C. **Returned Checks** - In addition to a late fee, a **\$25** insufficient funds fee for returned checks or ACH payments that don’t clear the bank for any reason will be assessed.
- D. **Administration Fee** - Upon signing of Lease Agreement, each Tenant will be charged a **\$100** New Tenant Processing Fee.

- 5. **SECURITY DEPOSIT** – The total security deposit is \_\_\_\_\_, due on or before the date this Lease Agreement is signed. The security deposit must be paid with in the form either **ONE** check or **ONE** money order. Cash will **not** be accepted. If the Owner Representative has not received the security deposit within

Initialed for Identification by Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Owner Representative \_\_\_\_\_

three days of signed lease date, the Owner Representative has the option to terminate this Lease Agreement in writing (including via email) to Tenant(s). If Owner Representative does not receive security deposit and does not exercise its option to terminate this Lease Agreement, all parties agree that this Lease Agreement is valid and enforceable against all parties.

Also, **ALL** tenants must have a guarantor form filled out, signed and returned within 48 hours of Lease Agreement signing or this Lease Agreement can be voided at the discretion of the Owner Representative.

Security deposit refund check and any deduction itemizations will be by one check payable to \_\_\_\_\_ (name of one tenant) and mailed to \_\_\_\_\_ (address).

6. Please fill in Lease Guarantee information below (if applicable):

Tenant	Guarantors	Proof of Income

7. **AGREEMENT OF PARTIES** –

- A. **Entire Agreement** - This Lease Agreement contains the entire agreement between Owner Representative and Tenant(s) and may not be changed except by written agreement.
- B. **Binding Effect** - This Lease Agreement is binding upon and inures to the benefit of the parties to this Lease Agreement 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 Agreement. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease Agreement is binding on all Tenants executing this Lease Agreement. **The breach of this Lease Agreement by one Tenant creates a default for ALL Tenants.**
- D. **Controlling Law** - The laws of the State of Texas govern the interpretation, validity, performance and enforcement of this Lease Agreement.
- E. **Severable Clauses** - Should any clause in this Lease Agreement be found invalid or unenforceable by a court of law, the remainder of this Lease Agreement will not be affected and all other provisions of this Lease Agreement will remain valid and enforceable.
- F. **Waiver** - Owner or Owner Representative’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(s) or any other term, condition or covenant in this Lease Agreement.

8. **MULTIPLE TENANTS** – Each Tenant is jointly and severally liable for all Lease Agreement obligations. If you or any guest or occupant violates the Lease Agreement or rules, all Tenants are considered to have violated the Lease Agreement. Our requests and notices (including sale notices) to any Tenant constitute notice to all Tenants and occupants. Notices and requests from any Tenants or occupant constitute notice from all Tenants. In eviction suits, each Tenant is considered the agent of all other Tenants in the unit for service of process. Any Tenants who defaults under this Lease Agreement will indemnify the non-defaulting Tenants and their guarantors; Owner Representative bears no responsibility with regard to this indemnification. If there are multiple tenants in a property, the number of tenants shall not violate any city code or ordinance. Further, Owner Representative reserves the right to limit the number of tenants per property at its discretion.

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9. **REPLACEMENTS, SUBLETTING, AND LEASE TAKEOVER** –

- a. **REPLACEMENT** – Replacing a tenant with another tenant is allowed only after parties read, understand, and sign Owner Representative’s Terms of Lease Removal info document, when consent is given in writing between Owner Representative and all Tenants in the form of a signed Lease Amendment, and all associated fees are paid.
- b. **SUBLEASING** - Subletting is allowed **only when consent is in writing from Owner Representative and remaining Tenants in the form of a Subletting Addendum.** Owner Representative will NOT give consent unless there is an entire agreement among the remaining tenants. If subletting does occur, then an administrative (paperwork) fee of \$150 *will* be due from the Tenant subletting their room, and a rekeying fee to subletting Tenant *will* be due if rekeying is requested or required by any other Tenant.
- c. **LEASE TAKEOVER** – A full or partial lease takeover, where one or all Tenant(s) are either being removed from the Lease Agreement or being replaced by new tenants, is allowed only when all Parties read, understand, sign and execute the process of the Owner Representative’s Terms of Lease Removal. Once terms and payments/fees associated with the Terms of Lease Removal have been carried out, then the lease takeover can take place.

Unless we agree otherwise in writing, the security deposit of any or all departing Tenant(s) will automatically transfer to the replacement Tenant(s) as of the date of the Lease Amendment. Unless specified in writing, the departing Tenant(s) will remain liable for the remainder of the terms of the Lease Agreement, will no longer have a right to occupancy or a security deposit refund.

10. **DELAY OF OCCUPANCY** – If Tenant(s) are unable to occupy the Property on the Commencement Date because of construction on the Property, repairs, cleaning or a prior tenant’s holding over of the Property, Owner or Owner Representative will not be liable to Tenant(s) for such delay, and this Lease Agreement will remain enforceable. Owner Representative will abate rent on a daily basis during the delay. If Tenant(s) are unable to occupy the Property after thirty (30) days after the Commencement Date because of construction on the Property or a prior tenant’s holding over of the Property, Tenant(s) may terminate this Lease Agreement by giving written notice to Owner Representative before the Property becomes available to be occupied by Tenant(s), and Owner Representative will refund to Tenant(s) the Security Deposit and any rent paid.

11. **PROPERTY USE** – Property is intended only for the residential use of the Tenant(s) listed in this Lease Agreement. Tenant(s) may not use or allow the use of the Property for any other reason, including, but not limited to the following:

- A. Any illegal or unlawful activity;
- B. Smoking of tobacco or illegal drugs;
- B. Any business of any type, including childcare;
- C. Any repair of any vehicle;
- D. Any activity which is a nuisance, offensive or noisy; OR
- E. Any activity which will obstruct or infringe on the rights of other persons living near the Property.

Neither Owner nor Owner Representative is responsible or liable for any damages that are the result of the aforementioned activities.

Owner Representative reserves the right to immediately take legal action if a Tenant defaults under the terms of this Lease Agreement, including but not limited to eviction or a financial penalty, at Owner Representative’s discretion. Tenant agrees to fees up to \$500 per violation plus any actual costs incurred by Owner or Owner Representative, should Owner Representative elect to exercise its right to charge a fee.

12. **MOVE-IN CONDITION** – Tenant(s) accept the Property AS IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in the Lease Agreement. Owner Representative 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 the Lease Agreement. Tenant(s) will complete an Inventory and Condition form, noting any defects or damages to the property and deliver it to the Owner Representative with 48 hours after the Lease Agreement commencement date. Tenant(s)’ failure to deliver the Inventory and Condition form with the specified 48 hour period will be deemed as Tenant(s)’ acceptance of the property in a clean and good condition and Tenant(s) will assume responsibility for any damages found in the property beyond normal wear and tear upon move-out. **The Inventory and Condition form is NOT a request for maintenance repairs. Tenant(s) MUST direct ALL requests for repairs in writing or through tenant portal and in compliance with the Lease Agreement.**

13. **KEYS**– Prior to commencement date of this Agreement, Tenant(s) will be provided one key for every bedroom the Property provides. The Property will be re-keyed and the new key will be issued on the first day of the Lease. In the event of misplaced or lost keys, Tenant must inform Owner Representative and obtain new key therefrom once the fee of \$25 has been paid. If a Tenant needs access to their unit beyond regular business hours (Monday – Friday between 9:00am and 5:30pm) or on WEEKENDS, Tenant is responsible for all re-keying/locksmith costs.

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14. **PETS** – No animals (including but not limited to mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects domestic or wild, for consumption or for pleasure) are allowed, even temporarily, anywhere in the Property unless expressly listed below **with our consent**. Owner Representative reserves the right to prohibit pets altogether on the property. If Tenant(s) violate the pet restriction, Tenant(s) will pay Owner Representative **\$25 per day** for each day Tenant(s) violate the pet restriction until the pet is removed. In addition, Tenant(s) will forfeit security deposits and be responsible and liable for any damage or required cleaning to the property caused by the unauthorized pet as determined solely at the discretion of the Owner Representative. Tenant(s) waive all rights to contest or challenge said determination. Owner and Owner Representative maintain the right to remove or cause the removal of any unauthorized pet and charge Tenant(s) for any associated costs of the removal. Further, Owner and Owner Representative are not responsible for the health and safety of the pet in the event of the removal or for any damages resulting in the authorized or unauthorized presence of a pet on the property.

If requesting an ESA (Emotional Support Animal), accommodation of existing condition must be presented before signing this Lease Agreement. Owner Representative reserves the right to execute its policies stated above if Tenant does not inform Owner Representative of the pet on property.

15. **UTILITIES** – The cost of all utilities are the responsibility of the Tenant(s) unless specified otherwise below. Tenant(s) will pay all connection fees, service fees, usage fees and all other costs and fees for all utilities for the Property. Tenant(s) will be in default of this Lease Agreement if electricity, water, wastewater and/or garbage services do not remain on (if available) at all times during the term of this Lease Agreement. To the extent allowable by law, Owner and Owner Representative are not responsible for any damages that arise as a result of Tenant(s)' utilities. ***Utilities must remain on during the entire month of the last month of the lease period or Tenant(s) will be subjected to penalty of \$100, which if accessed is due and payable at the time of such assessment. It is Tenants' responsibility to ensure that utilities remain on for the entire last month of the lease period. Tenants must have proof of having turned on utilities before moving into the Property.***

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

16. **VEHICLES** – Tenant(s) may not permit more than one vehicle per Tenant of any type (including boats or recreational vehicles) on the Property. Parking will occur only in the spaces provided. Owner Representative may tow, at Tenant(s)' expense, any improperly parked or inoperative vehicle. Tenant(s) waive all notice requirements and any applicable state towing laws.

17. **SMOKE DETECTORS** – Subchapter F of Chapter 92 of the Texas Property Code requires the Property to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the parties 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 Tenant(s) to civil penalties and liability for damages and attorney fees under §92.2611 of the Texas Property Code.

18. **LIABILITY** – To the extent allowed by law, Owner and Owner Representative are NOT responsible to Tenant(s), Tenant(s)' guests, family or occupants for any damages, injuries or losses to person or property caused by anything whatsoever, including, but not limited to fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, battery, domestic violence, assault, vandalism, other persons, condition of the Property, environmental contaminants (e.g., carbon monoxide, asbestos, radon, lead-based paint, etc.), terrorism or other occurrences or casualty losses. Tenant(s) will promptly reimburse Owner Representative 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(s), Tenant(s)' guests, family or occupants. Further, Tenant(s)' Lease Agreement will NOT be broken as a result of any of the aforementioned occurrences unless expressly stated otherwise in this lease agreement. **NOTICE: Tenant(s) should secure Tenant(s)' own insurance coverage for protection against such liabilities and losses.**

19. **INSURANCE AND DAMAGES** – Owner Representative does not provide insurance for personal property of Tenant(s). **Owner Representative strongly urges Tenant(s) to obtain insurance for losses due to theft, fire, water damage and other occurrences.** Owner and Owner Representative waive any liability for the loss or damage to person and/or of personal property of Tenant(s), regardless of the cause of said loss. Tenants acknowledge and agree that, unless stated otherwise in the Texas Property Code and/or this Lease, Owner Representative is not responsible for theft, robbery, crime, violence, harm and/or injury caused to Tenants and/or Tenant's guests and knowingly accept all risks associated therewith. Tenants acknowledge they are familiar with and accept the Property and inherent risks associated therewith.

20. **ACCESS BY OWNER** – Owner, or anyone authorized by Owner or Owner Representative, may enter the Property at any time, without notice, to inspect the Property, make repairs, or show to prospective tenants, purchasers, inspectors, lenders, appraisers, insurance agents or others who may have a vested interest in the Property. Owner may also enter the Property at any time to exercise a contractual or statutory lien, leave written notices in a prominent location for Tenant(s), or seize non-exempt property after default.

21. **SECURITY DEVICES AND EXTERIOR DOOR LOCKS** –

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- A. Subchapter D of Chapter 92 of the Texas Property Code requires the Property to be equipped with certain types of locks and security devices and will govern the rights and obligations of the parties regarding security devices. "Security device" has the meaning assigned to that term in §92.151 of the Texas Property Code. **All notices or requests by Tenant(s) for rekeying, changing, installing, repairing or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant(s) will be paid by Tenant(s) in advance and may only be installed by Owner or Owner's contractors after receiving a written request from Tenant(s).**
- B. If required by Subchapter D of Chapter 92 of the Texas Property Code, Owner Representative has rekeyed the security devices on the Property since the date the last tenant vacated the Property or will rekey the security devices no later than seven (7) days after Tenant(s) move into the Property.
- C. Tenant agrees that gated Owner and Owner Representative are under no obligation to keep gates at gated properties functioning. In the event of a gate not functioning, Owner and Owner Representative are not responsible to Tenant(s) for damages caused by situations including but not limited to theft or stolen property.

**22. PROPERTY MAINTENANCE –**

**A. Tenant(s)' General Responsibilities - Tenant(s), at Tenant(s)' expense, must:**

1. Keep the Property clean and sanitary;
2. Promptly dispose of all garbage in appropriate trash receptacles. Trash receptacles come from the City of Waco and are associated with the utilities of the Property; therefore, communicating with the City and all expenses associated with trash pickup and trash receptacles are the responsibility of the tenant;
3. Supply and change heating and air conditioning filters at least once a month;
4. Supply and replace light bulbs and smoke detector batteries;
5. Promptly eliminate any dangerous condition on the Property caused by Tenant(s) or Tenant(s)' guests;
6. Take precautions to prevent broken water pipes due to freezing;
7. Take care of all yard maintenance and use reasonable diligence in maintaining the yard unless otherwise communicated in writing.
8. Pay for the replacement of any lost or misplaced keys; (\$25)
9. Pay all extermination costs requested by Tenant(s) following the first requested extermination service; and
10. Promptly notify Owner Representative of all needed repairs.
11. If the damage is caused by the tenant or if Owner Representative sends out a Service vendor and finds no issues then the tenant will be responsible for any service cost.

The Owner Representative has the right to contract a professional cleaning service to clean the Property if the Tenant(s) are not adequately cleaning and maintaining the Property in accordance with Lease Agreement and with property cleaning instructions which will be provided to Tenant(s) by Owner Representative. If the Owner Representative exercises the right of professional cleaning services due to improper maintenance or cleaning of the property, the Owner Representative will submit the invoice to Tenant(s) and require reimbursement within 10 days after receipt of invoice. Tenant(s) waive the right to challenge or contest said cleaning fee.

**B. Prohibitions - If Tenant(s) install 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 Owner Representative. Except as otherwise permitted by law, this Lease Agreement, or in writing by Owner or Owner Representative, Tenant(s) may NOT:**

1. Remove any part of the Property or any of Owner's personal property from the Property;
2. Remove, change or rekey any lock;
3. Make holes in the woodwork, floors or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock;
4. Permit any water furniture on the Property;
5. Install new or additional telephone or television cables, outlets, antennas, satellite receivers or alarm systems;
6. Replace or remove carpet or wallpaper;
7. Install or change any fixture;
8. Keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or cancelled or any premiums to be increased;
9. Dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the Property;
10. Cause or allow any mechanic's or material man's lien to be filed against any portion of the Property or Tenant(s) interest in this Lease Agreement.
11. No painting without consent

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Tenant(s) will be liable for all damages and costs associated with removing any fixtures including, but not limited to, those listed above.

C. The Owner of the Property has final authorization on all maintenance repairs to be made. Owner Representative must be authorized only to follow the instructions of the Property Owner with regard to discretionary maintenance matters.

**23. REPAIRS –**

A. **Repairs to be Paid by Tenant(s)** - Tenant(s) will pay Owner Representative or any repairman Owner Representative directs Tenant(s) to pay when repairs or damages are as a result of:

1. A condition caused by Tenant(s), an occupant, a member of Tenant(s)' family or a guest or invitee of Tenant(s), whether by negligence, accident, carelessness or recklessness;
2. Damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the Property;
3. Damage to doors, windows or screens;
4. Damage from windows or doors left open;
5. Damages or repairs that become necessary due to improper maintenance of any equipment provided with the Property, especially, but not limited to, the breakdown or stoppage of A/C units due to not changing filters regularly, not defrosting refrigeration units properly and not cleaning dryer filter regularly.
6. If the damage is caused by the tenant or if Owner Representative sends out a Service vendor and finds no issues then the tenant will be responsible for any service cost.

B. **Repair Requests and Completion of Repairs - Subchapter B of Chapter 92 of the Texas Property Code governs the rights and obligations of the parties regarding repairs. All requests for repairs must be in writing and delivered to Owner Representative or submitted online via the tenant portal. Tenant(s) may not repair or cause to be repaired any condition, regardless of the cause, without permission of Owner Representative. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of repairmen, will be at Owner Representative's sole discretion. Owner Representative is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code. Owner Representative may require advance payment of repairs for which Tenant(s) are liable. If Tenant(s) fail to promptly reimburse Owner Representative any repair costs that Tenant(s) are obligated to pay, Tenant(s) will be in default. If Tenant(s) are delinquent in rent at the time the repair notices are given, Owner Representative is not obligated to make the repairs. To the extent allowed by law, Tenants waive all liability that Owner and Owner Representative may incur for failing to make any of the above referenced repairs. Tenant(s) agree to the aforementioned terms regarding repairs are specific and clear and are agreed to by Tenant(s) knowingly, voluntarily and for consideration.**

**24. DEFAULT AND ACCELERATION OF RENTS** – If Tenant(s) breach this Lease Agreement, Owner or Owner's Representative may seek any relief provided by law. If Tenant(s) fail to timely pay all rents due under this Lease Agreement or otherwise fail to comply with this Lease Agreement for any reason, Tenant(s) will be in default and Owner Representative may terminate Tenant(s)' right to occupy the Property by providing Tenant(s) 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). If Tenant(s) breach this Lease Agreement, all rents which are payable during the remainder of this Lease Agreement or any renewal period will be accelerated without notice or demand. Owner Representative will attempt to mitigate any damage or loss caused by Tenant(s)' breach by attempting to re-let the Property to acceptable tenant(s) and reducing Tenant(s)' liability accordingly. Tenant(s) waive the right to challenge the sufficiency of Owner Representative's mitigation efforts. Unpaid rent and unpaid damages are reportable to credit reporting agencies. If Tenant(s) breach this Lease Agreement, Tenant(s) will be liable for:

- A. Any lost rent;
- B. Owner Representative's cost of re-letting the Property including brokerage fees, advertising fees and other fees necessary to re-let the Property;
- C. Repairs to the Property for use beyond normal wear and tear;
- D. All Owner Representative's costs associated with eviction of Tenant(s), such as attorney's fees, court costs and prejudgment interest;
- E. All Owner Representative's costs associated with collection of rent such as collection fees, late charges and returned check charges;
- F. Any other recovery to which Owner or Owner Representative may be entitled by law.

Further, any one Tenant may be evicted at Owner Representative's discretion if said party is in breach of the Lease Agreement for any reason. Any individual evicted tenant WILL remain liable for the entire Lease Agreement throughout the remainder of the Lease Agreement. Owner and Owner Representative have complete discretion to evict, sue or otherwise pursue damages from one but not all Tenants if they so choose.

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25. **NOTICES** – All notices under this Lease Agreement must be delivered to Tenant(s) at the Property address and to Owner or Owner Representative at the address specified in Paragraph 4.A or by email except as provided by Law and this Lease Agreement. Tenant(s) waive their rights to written notices.

**The terms of this Lease Agreement are negotiable among the parties. This is intended to be a legal agreement binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this Lease Agreement, consult your attorney BEFORE signing.**

This Lease Agreement has been executed in multiple copies (one for Tenant(s) and one for Owner Representative). The items checked below are attached to this Lease Agreement and are incorporated by reference and are binding even if not initialed or signed. *[check all that apply]:*

- Property Inventory and Condition
- Pet Addendum
- Application
- Guaranty Agreement

26. **MOVE-OUT NOTICE** – Before moving out, you must sign a Renewal Form. Your renewal form is your move-out notice. The renewal form will not release you from liability for the full term of the Lease Agreement or renewal term. You will still be liable for the entire Lease Agreement term if you move out early. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- A. We must receive advance written notice.
- B. Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Agreement; AND
- C. Your move-out notice must not terminate the Lease Agreement sooner than the end of the Lease Agreement term or renewal period.

**YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.**

We require you use our written move-out form to ensure you provide the information needed. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Agreement, we must give you the same advance notice—unless you are in default.

We reserve the right to lease the property to other tenants and change the terms of the next year’s lease prior to getting notice from you.

27. **MOVE-OUT PROCEDURES** – Tenants agree that they will be bound by the Move-Out Procedures, available on Owner Representative’s website or upon request. The move-out date can’t be changed unless we both agree in writing. You won’t move out before the Lease Agreement term or renewal period ends unless all rent for the entire Lease Agreement term or renewal period is paid in full. Early move-out may result in re-letting charges and acceleration of future rent. You’re prohibited by law from applying any security deposit to rent. You won’t stay beyond the date you are supposed to move out. All Tenants, guests and occupants must surrender or abandon the Property before the 30-day period for deposit refund begins. In order for Security Deposits to be refunded, Tenants must give us and the U.S. Postal Service, in writing, each Tenant’s forwarding address.

28. **MOVE-OUT CONDITION AND FORFEITURE OF TENANT(S)’ PERSONAL PROPERTY** – Tenant(s) will surrender the Property in the same condition as when received, normal wear and tear accepted. “Normal wear and tear” means deterioration that occurs without negligence, carelessness, accident or abuse. Tenant(s) will leave the Property in a clean condition free of all trash, debris and any personal property or belongings. If Tenant(s) leave any personal property or belongings in the Property after Tenant(s) surrender possession of the Property, all such personal property or belongings will be forfeited to and become the property of Owner Representative. You have *surrendered* the Property when: (1) the move-out date has passed and no one is living in the Property in our judgment; or (2) all unit keys and access devices listed have been turned in and where rent is paid – whichever date occurs first. At the option of Tenant(s), Tenant(s) will have the option to meet with Owner Representative for a move-out inspection to determine conditions upon Tenant(s)’ departure to assess damages and charges (if any) that will be assessed to Tenant(s) for any repairs to Property. The move out inspection needs to be scheduled within three (3) weeks before the Lease Agreement termination date.

You must thoroughly clean the property, including but not limited to doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, yards and storage rooms. If you don’t clean adequately, you’ll be liable for all cleaning charges, including, but not limited to, charges for cleaning walls, touch-up paint, etc. If there is any cleaning/painting charge assessed, it will be taken from the security deposit.

29. **HOLDOVER** – If Tenant(s) fail to vacate the Property on or before the Termination Date of this Lease Agreement or at the end of any renewal period, Tenant(s) will pay rent for the holdover period and indemnify Owner Representative and/or prospective Tenant(s) for damages, including lost rent, lodging expenses and attorneys’ fees. In the event of holdover, Owner Representative at Owner Representative’s option may extend this Lease Agreement up to one month by notifying Tenant(s) in writing. Unless contradicted by Texas law, rent for any holdover period will be equal to one thousand dollar fee with additional charge(s) to \$500.00 per day unless otherwise agreed to in writing and will be immediately due and payable daily without notice or demand.

Initialed for Identification by Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Owner Representative \_\_\_\_\_

**30. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES** – You will be liable for the following charges if applicable: unpaid rent; unpaid late fees; unpaid utilities; unreimbursed service charges; all repairs needed because of damages caused by you, including your negligence, carelessness, accident, or abuse, including but not limited to stickers, scratches, tears, burns, stains, unapproved holes; replacement cost of our property that was in or attached to the Property and is missing; replacing dead or missing detection device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the Property when you or any guest or occupancy is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed re-letting charges; packing, removing or storing property; removing illegally parked vehicles; special trips for trash removal caused by items not picked up by the City of Waco trash removal; animal related charges; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to detection devices, false alarms, recycling, or other matters; late payment and returned check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you; plus attorney’s fees, court costs, and filing fees actually paid, and other sums due under this Lease Agreement.

You’ll be liable to us for: (1) charges for replacing all keys and access devices if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 26, and (3) a re-letting fee if you have violated paragraph 26.

**31. DEPOSIT RETURN, SURRENDER AND ABANDONMENT** – We’ll mail you your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after the end of the Lease term, unless statutes provide otherwise.

You have surrendered the Property when: (1) the move-out date has passed and no one is living in the Property in our judgment; or (2) all unit keys and access devices listed have been turned in and rent is paid – whichever date occurs first.

You have abandoned the Property when all of the following have occurred: (1) everyone appears to have moved out in our judgment; (2) clothes, furniture and personal belongings have been substantially removed in our judgment; (3) you’ve been in default for non-payment of rent and/or late fees for 5 consecutive days, or water, gas, or electric service for the Property has been terminated or transferred; and (4) you’ve not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the Property abandoned.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, dispose of or sell any remaining property as well as make any repairs in and re-let the Property; determine any security deposit deductions; and remove personal property left at the Property.

Tenants agree that Owner Representative owns and may keep any and all interest generated from security deposit.

If an Inventory and Condition form is not turned back into us upon moving into the unit, you agree that the unit was in good condition free from any damage. Further, you agree that it is your obligation to obtain the inventory and condition form from us, although we will make our best efforts to distribute to you.

In the event in which there are any disputes regarding the security deposit, you must list out your specific issues and mail them to us, certified mail, return receipt requested.

**32. RESIDENTIAL OWNER’S LIEN** – Owner Representative 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 non-exempt property if Tenant(s) fail to pay rent. Subchapter C of Chapter 54 of the Property Code governs the rights and obligations of the parties regarding Owner’s lien.

**33. Special Provisions:**

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

_____ Owner Representative	_____ Date	_____ Owner	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date

Initialed for Identification by Tenant(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Owner Representative \_\_\_\_\_



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

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

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

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

Initialed for Identification by Tenant(s) \_\_\_\_\_, Owner Representative \_\_\_\_