

Rental Agreement between:

Joe Landlord

and

Joe Tenant, Tina Tenant

Dated: 9/3/19

Summary of Key Information

Property Address:	1221 University Ave. Bldg C, Unit #104 Fort Collins, CO 80526	
Lease Start Date	8/19/19	<i>See section 1.5</i>
Lease End Date:	N/A Continues month-to-month.	<i>See section 1.5</i>
Monthly Base Rent:	\$ XXX.XX	<i>See section 1.6</i>
Monthly Pet Rent:	\$ XXX.XX	<i>See section 1.6</i>
Total Monthly Rent:	\$ XXX.XX	<i>See section 1.6</i>
Pro-Rated Rent Amount:	\$ XXX.XX	<i>See section 1.10</i>
Security Deposit:	\$ XXX.XX	<i>See section 1.8</i>
Pet Deposit:	\$XXX	<i>See section 1.8</i>
Other Deposit:	\$XXX.XXX	<i>See section 1.8</i>
Total Deposit(s):	\$XXX.XXX	<i>See section 1.8</i>
Move-in Fee: Description	\$XX.XX	<i>See section 1.9</i>
Move-in Fee: Description	\$XX.XX	<i>See section 1.9</i>
Total Move-in Fee(s):	\$ XXX.XX	<i>See section 1.9</i>

DISCLAIMER: This rental agreement is not warranted, either expressly or implied, by TurboTenant, Inc. as to their effectiveness or completeness. TurboTenant, Inc. does not provide legal advice. **TURBOTENANT, INC. AND ITS SERVICES, DOCUMENTS, RECORDS, AND PRODUCTS ARE NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY.** The user is advised to check all applicable state and federal laws before using this agreement, attachments, disclosures, forms, or parts thereof and to have them reviewed by competent legal counsel prior to use.

Late Fee:	10% if not paid by the 2nd.	<i>See section 2.1</i>
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The above summary table is provided as a reference. The Agreement will control if there is a conflict.



*turbo*tenant

DRAFT AGREEMENT

Texas Residential Rental Agreement

1. GENERAL INFORMATION

1.1 DATE

The Date of this Agreement is **6/24/19**.

1.2 TENANT(S)

The Tenant(s) herein is/are:

Tenant Name	Tenant Email	Tenant Phone
John Smith	reallylonglonlonggmail@longtldomain.com	555-555-5555
John Smith	reallylonglonlonggmail@longtldomain.com	555-555-5555
John Smith	reallylonglonlonggmail@longtldomain.com	555-555-5555

If more than one person is named above as Tenant, all persons named shall have joint and several liability as to the obligations of Tenant herein, and all references to Tenant, although stated in the singular, shall apply as appropriate as if written in the plural.

The address of Tenant, for purposes of mailing notices is:

1221 University Ave. Bldg C, Unit 104 Fort Collins, CO 80526

1.3 LANDLORD

The Landlord herein is:

Landlord Name	Landlord Email	Landlord Phone
John Smith	reallylonglonlonggmail@longlongtldomain.com	555-555-5555

Landlord manages the Premises as the owner. Landlord is authorized to accept service of process, notices and demands.

The address of Landlord, for purposes of mailing payments and notices is:

PO Box 493, Fort Collins, CO 80522

1.4 RENTAL PROPERTY

The Rental Property herein, known as (the "Premises") is the structure or the part of a structure that is used as a home, residence or sleeping place by the Tenant who maintains a household there:

Property Address	Unit / Apt #	City	State	ZIP
1221 University Ave	Bldg C, Unit #104	Fort Collins	CO	80524

1.5 TERM OF LEASE

The Term of Lease herein shall be as follows:

Lease Start Date: **8/19/19**

Lease Type:

- Month-to-Month:** a month-to-month lease terminates by Landlord or Tenant giving the other party to this Agreement thirty days written notice
- Fixed Term:** for a period ending on: **8/22/19**

In the event Fixed Term is selected above, upon expiration of term, Landlord and Tenant agree that the following shall occur by default:

- Continue as Month-to-Month**
The lease shall automatically be renewed on a month-to-month basis.

- Terminate**
The lease shall automatically terminate at the conclusion of the initial term of tenancy.

1.6 RENT

The total rent for the term hereof is the sum of FOURTEEN THOUSAND THREE HUNDRED FORTY DOLLARS (\$14,340.00) payable on the 1st day of each month of the term, in equal installments of ONE THOUSAND ONE HUNDRED NINETY FIVE DOLLARS (\$1,195.00).

Monthly Base Rent:	\$1,500.00
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Additional Monthly Pet Rent:	
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1.7 FORM OF RENT PAYMENTS

All payments shall be made to Landlord without demand at Landlord's mailing address such that they can be received on or before the Due Date. Landlord's acceptance of rent from a person other than the named Tenant shall not be a waiver of any right and shall not constitute acceptance of such person as a Tenant. Upon Landlord's receipt of a cash rental payment, Landlord shall provide a written receipt to Tenant and record the payment date and amount in a record book. All rent payments should be made via one of the following methods:

Payments Allowed:	<input type="checkbox"/> Cash <input type="checkbox"/> Personal Check <input type="checkbox"/> Money Order <input type="checkbox"/> Cashier's Check <input type="checkbox"/> ACH / Direct Deposit (Landlord will provide deposit/account information) <input type="checkbox"/> Online Payments via TurboTenant <input type="checkbox"/> Online Payments via _____ payment service
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1.8 Security Deposit and Other Deposits

Upon the due execution of this Agreement, Tenant shall deposit with Landlord the following deposit amount(s):

Security Deposit Amount:	\$1,500.00
Pet Deposit:	N/A
Other Deposit:	N/A

1.9 MOVE-IN FEES

Upon the due execution of this Agreement, Tenant shall pay to Landlord the following non-refundable fee(s):

Move-in Fee:	\$100.00
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1.10 PRORATED RENT

Upon the due execution of this Agreement, Tenant shall pay to Landlord the following rent amount representing the amount due for the partial first month of the Term of Lease:

Prorated Rent Amount:	\$1,000.00
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1.11 UTILITIES & SERVICES

Landlord and Tenant agree that utilities and other services will be the responsibility of, and paid for by, Tenant, as additional rent, as outlined below:

Utility or Service	Responsibility
Electric	Tenant
Gas	Tenant
Water	Tenant
Sewer / Septic	Landlord
Trash	Landlord
Lawn Care	Tenant
Snow Removal	Not Specified

HOA or Condo Dues	Tenant
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Tenant’s obligation to pay the above named utilities shall include any and all seasonal fees, late fees, installation or connection fees and maintenance charges. Failure by Tenant to comply with the above responsibility for utilities will constitute a default in the terms of this Agreement and Landlord may terminate this Agreement. If Tenant fails to notify the service provider or does not assume responsibility of billing as of the effective date of the Agreement start or cancels the utilities prior to the date of Agreement termination, which results in the account being billed to Landlord, Tenant’s utilities will be paid and charged back to Tenant as additional rent.

1.12 ADDITIONAL OCCUPANTS

In addition to Tenant, the following individuals (if any) may occupy the Premises:

Additional Occupant Name	Age	Relationship
Jade Smith	8	Daughter
Tina Smith	12	Daughter-in-law, part time

DRAFT AGREEMENT

1.13 PETS

- Tenant shall not bring, keep, “baby-sit” or maintain any pet on the Premises.
- This agreement grants permission to Tenant to keep the below named pet(s), subject to the following:

Type (dog, cat, etc.)	Breed	Weight (lbs)	Age (years)
Dog	Soft-Coated Wheaten Terrier	30	12
N/A	N/A	N/A	N/A

Tenant agrees that Landlord has the right to remove a pet permanently from the Premises if pet becomes a nuisance, causes disturbances or damages the Premises or personal property belonging to the Premises. Pets of guests are not allowed on the Premises.

1.14 TENANT INSURANCE

Landlord shall not insure Tenant for any personal injury or property damage. Tenant is:

- Required to buy and maintain renters or liability insurance.** Tenant shall provide Landlord with evidence of required insurance prior to Tenant moving into Premises and upon request during the Term.
- Not required to buy renters or liability insurance,** however it is strongly recommended to protect Tenant, Tenant’s family, Tenant’s invitees, and/or guests, and all personal property on the Premises and/or in any common areas from any and all damages.

1.15 KEYS

Tenant acknowledges receipt of the following keys:

Key Type	Number of Copies
Property	3
Garage Door Opener	2
Mailbox	1
Other (Specify: _____)	1

Tenant shall return these keys, garage door openers and all copies made of these keys to Landlord upon termination of the Agreement. Tenant is responsible for the cost of rekeying if all keys are not returned upon vacating.

1.16 ADDITIONAL PROVISIONS

The following additional provisions will become a part of this Agreement and will supersede any conflicting provisions of this Agreement:

Additional provisions:

For consideration of rent payments and adherence to the covenants in this Agreement by the Tenant, the Landlord rents to the Tenant the Rental Property for the Term.

2. SPECIAL PROVISIONS

THE PARTIES FURTHER AGREE TO THE FOLLOWING SPECIAL PROVISIONS:

2.1 LATE RENT/ORDER OF PAYMENT APPLICATION

Rent is due in full on or before 5 p.m. on the first day of each and every month during the Term regardless of whether that day is a Saturday, Sunday or Holiday. If rent is not received on or before 5 p.m. on the second day of each month a late fee of 10% (ten percent) of the unpaid rent amount will be charged. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such. Late fees will be assessed from the date the rent is due until the entire balance of unpaid rent and accrued late fees and any other charges are paid in full. If a rent payment is late or if Tenants electronic or personal check is returned insufficient funds, uncollected or unpaid, Landlord may require that all subsequent rental payments be made by cashier's check or money order.

2.2 BAD CHECKS / NSF FEES

If a personal check or ACH draft is returned by Tenant's bank for any reason, a charge of twenty dollars (\$20.00) shall be added to rent for the month and Tenant shall not be current with rent as long as said charge is not paid. Payments made by Tenant shall be applied in the following order: first to damages, non-sufficient funds, non-compliance charges, utility charges, attorney fees, other charges, and finally past due rent oldest month to newest.

2.3 NOTICE TO TENANT

Notice to Tenant may be given in accordance with applicable law to the address of the Rental Property listed above, or to such other place as designated by Tenant in writing as the place for receipt of notices, or, in the absence of such designation, to Tenant's last-known address.

2.4 SECURITY DEPOSIT PROVISIONS

Upon the due execution of this Agreement, Tenant shall deposit with Landlord a security deposit referenced in section 1.8. Such deposit shall be returned to Tenant, without interest, and less any set off for unpaid rent, unpaid late fees, unpaid utilities, damages or any other money owing under this Agreement within thirty (30) days after the termination or expiration of this Agreement. Tenant may not elect to use the security deposit for rent for any month.

2.5 PREMISES

The Premises herein are the Rental Property, the structure of which it is a part, the facilities and appurtenances in the structure, and the grounds and facilities held out for the use of tenants generally or promised for the use of a tenant.

2.6 USE OF RENTAL PROPERTY / OCCUPANCY LIMITS

The Rental Property shall be occupied as a residence exclusively by the Tenant and the following named person(s) in accordance with Section 1.12. To the extent allowed by applicable law, Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the upkeep, use, occupancy and preservation of the Premises. To the extent allowed by applicable law, Tenant shall indemnify Landlord against, and reimburse Landlord for, any fines, charges, damages, costs or fees, including reasonable attorney fees, incurred or paid by Landlord as a result of any noncompliance of the occupancy limits by Tenant. No person who is not a Tenant or named in Section 1.12 may occupy the Premises, except that Tenant may allow one guest to stay with Tenant for a maximum period of 15 days every six months, provided that such guest at all times maintains a separate residence. Any guest who stays in excess of this amount, shall be considered an unauthorized occupant.

2.7 CONDITION OF PREMISES

Tenant acknowledges that prior to occupying the Premises, Tenant has examined the Premises and is satisfied with the condition, subject to those items specifically stated on the Property Condition Report (or like-titled document). By accepting possession of the Premises, Tenant acknowledges and agrees that no repairs or cleaning is required or requested. Tenant agrees and accepts the Premises "As Is" condition and that no warranty or guarantees are expressed or implied by Landlord. In the event that not all

tenants can be present at the time of move-in the acceptance of the condition by one tenant or more tenants shall be sufficient as to establishing the condition at the start of tenancy.

2.8 NOTIFICATION OF BUILDING PROBLEMS OR REPAIRS NEEDED

Tenant shall keep the Premises in good order and condition and immediately pay for any repairs caused by Tenant's negligence or misuse or that of their guests. Tenant agrees to notify Landlord immediately upon first discovering any repairs or maintenance needed or signs of serious building problems, including but not limited to: crack in the foundation, a tilting porch, a crack in the plaster or stucco, moisture in the ceiling, buckling sheetrock or siding, a leaky roof, a spongy floor, any leaking or running water, appliance malfunction and/or electrical shorting or sparks. Failure to report a problem may create a situation where the Tenant will be liable for damages due to the problem not being addressed sooner. Notwithstanding anything to the contrary in this Agreement, Landlord will pay for repairs of conditions that materially affect the health or safety of an ordinary resident (i.e., dangerous or hazardous conditions).

Remedies: If Landlord violates any of the above, Tenant may possibly terminate this Agreement and exercise other remedies under Texas Property Code § 92.056 by following this procedure:

1. all Rent must be current, and Tenant must make a written request for repair or remedy of the condition – after which Landlord will have a reasonable time for repair or remedy;
2. if Landlord fails to do so, Tenant must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between the parties) – after which Landlord will have a reasonable time to repair or remedy; **and**
3. if the repair or remedy still hasn't been accomplished within that reasonable time period, Tenant may immediately terminate this Agreement by giving Landlord a final written notice.

Tenant may exercise other statutory remedies, including those under Texas Property Code §92.0561.

2.9 ENTRY/ACCESS TO PREMISES BY LANDLORD/AGENT/OWNER

Landlord, Landlord's agents and Owner shall have the right at all reasonable times during the term of this Agreement to enter the Premises for the purpose of inspecting and exhibiting the Premises and all buildings and improvements thereon. In non-emergency situations Landlord will make a good faith effort to notify Tenant at least 24 hours prior to entry by one of the following methods: telephone message, email message or door hanger, and having made such good faith effort shall enter as necessary. In an emergency situation, or if a repair is requested by Tenant, Landlord is permitted to enter immediately without prior notice. Tenant understands that Landlord will typically commence showing the Premises to prospective tenants 120 days or more before the expiration of the term of this Agreement, but may show

the Premises to prospective tenants, purchasers or lenders at any time. Landlord shall further have the right to display "for sale", "for rent" or "vacancy" signs in or about the Premises.

2.10 ABSENCES

Tenant is required to notify Landlord in writing of any anticipated absence from the Premises in excess of seven (7) days and shall make arrangements for the Premises to be routinely checked on during absence. Such written notice must be provided no later than the first day of any such absence. Landlord may enter the Rental Property at any time for any reasonable purpose during Tenant's absence.

2.11 FAIR HOUSING

Civil rights laws of the United States and Texas prohibit housing discrimination on the basis of race, color, religion, sex, national origin, handicap/disability, familial status, ancestry, creed, marital status, sexual orientation, or other protected class. All parties to this Agreement shall act according to said law. In accordance with fair-housing laws, Landlord will make reasonable accommodations to the rules, policies, practices, or services.

2.12 DAMAGE TO PREMISES

In the event the Premises are destroyed or rendered wholly untenable by fire, storm, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Landlord exercises its right to repair such untenable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

2.13 SECURITY DEVICES AND EXTERIOR DOOR LOCKS

Subchapter D of Chapter 92 of the Texas Property Code requires the Premises 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 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 will be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written**

request from Tenant. If required by Subchapter D of Chapter 92 of the Texas Property Code, Landlord has rekeyed the security devices on the Premises since the date the last tenant vacated the Premises or will rekey the security devices no later than seven (7) days after Tenant moves into the Premises.

2.14 UTILITIES AND SERVICES

Landlord is not responsible for any discomfort, inconvenience or damage of any kind caused by the interruption or failure of any services. Landlord is not responsible for outages or lapses caused by outside providers or for Tenant's use thereof. Any billing methods described herein may be changed by Landlord by providing Tenant 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 Tenant acknowledges that in certain situations it is necessary to make a change to the billing method.

2.15 SMOKE DETECTORS

Subchapter F of Chapter 92 of the Texas Property Code requires the Premises 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 to civil penalties and liability for damages and attorney fees under §92.2611 of the Texas Property Code.

2.16 ARBITRATION

THIS ARBITRATION AGREEMENT IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, TITLE 9 OF THE UNITED STATES CODE. LANDLORD AND TENANT (THE "PARTIES") AGREE AND UNDERSTAND THAT THEY CHOOSE ARBITRATION INSTEAD OF LITIGATION TO RESOLVE DISPUTES. THE PARTIES UNDERSTAND THAT THEY HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES IN COURT BUT THAT THEY PREFER TO RESOLVE THEIR DISPUTES THROUGH ARBITRATION, EXCEPT AS PROVIDED HEREIN. EXCEPT FOR ANY EXCLUDED CLAIM (AS DEFINED BELOW), ANY DISPUTE, CLAIM, DEMAND, ACTION, PROCEEDING OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER RELATING TO THIS AGREEMENT OR OTHER LEASE DOCUMENTS AND ADDENDA, PREMISES, OR THE PROPERTY, WHETHER FOR DAMAGES OR FOR INJUNCTIVE OR OTHER LEGAL, EQUITABLE OR OTHER RELIEF, WHETHER ARISING UNDER FEDERAL, STATE, LOCAL, COMMON, STATUTORY, REGULATORY, CONSTITUTIONAL OR OTHER LAW, BETWEEN TENANT AND LANDLORD SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN THE STATE IN WHICH THE PREMISES IS LOCATED. IF LANDLORD AND TENANT CANNOT AGREE ON THE

SELECTION OF AN ARBITRATOR WITHIN FIFTEEN (15) DAYS AFTER THE REQUEST FOR ARBITRATION, THE AAA SHALL SELECT AN ARBITRATOR. THE DETERMINATION OF THE ARBITRATOR IN SUCH ARBITRATION SHALL BE FINAL AND BINDING AND MAY BE ENFORCED IN ANY COURT OF COMPETENT JURISDICTION. THE ARBITRATOR SHALL ASSESS THE COST OF ARBITRATION AGAINST THE PARTY WHICH IS NOT THE SUBSTANTIALLY-PREVAILING PARTY IN SUCH ARBITRATION.

AN EXCLUDED CLAIM IS ANY ACTION, PROCEEDING OR CAUSE OF ACTION BY LANDLORD OR ITS AGENT FOR THE EVICTION OF TENANT FROM THE PREMISES, TO RECOVER POSSESSION OF THE PREMISES, OR TO COLLECT PAST-DUE RENTS OR OTHER SUMS DUE UNDER THIS AGREEMENT OR ANY OTHER LEASE DOCUMENTATION. AN EXCLUDED CLAIM ALSO INCLUDES ANY ACTION, PROCEEDING OR CAUSE OF ACTION BROUGHT BY TENANT PURSUANT TO CHAPTER 92 OF THE TEXAS PROPERTY CODE. AN ACTION ON AN EXCLUDED CLAIM SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE STATE IN WHICH THE COMMUNITY IS LOCATED. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

3. ADDITIONAL PROVISIONS

THE PARTIES FURTHER AGREE TO THE FOLLOWING GENERAL PROVISIONS:

3.1 ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. Consent by Landlord to one such assignment, subletting or license shall not be deemed to be consent to any subsequent assignment, subletting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

3.2 ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations to the buildings on the Premises or construct any building or make any other improvements (including painting of any kind) on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration of this Agreement. Notwithstanding the foregoing, the Landlord may require the Tenant at Tenant's sole cost and expense, to remove such improvements at the expiration of this Agreement and return the Premises to its original condition at the commencement of the Agreement.

3.3 HAZARDOUS MATERIALS

Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

3.4 MOLD / MILDEW DISCLOSURE

Prior to commencement of the Term of said Agreement, Landlord and Tenant have visually inspected the Rental Property and observed no visible mold or mildew, obvious water leaks, or presence of excess moisture conducive to mold growth, unless expressly noted on the Condition of Premises (or like-titled document). Landlord is not representing that a significant mold problem exists or does not exist on the property; as such a determination may only be made by a qualified inspector. Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem exists or does not exist on the property. Tenant further acknowledges and agrees that Landlord, who has provided this section, is not liable for any action based on the presence of or propensity for mold in the property. Instead, Tenant must promptly notify Landlord in writing of a condition that poses a hazard to property, health, or safety. Landlord will take appropriate action to comply with applicable law, subject to any exceptions for natural disasters and other casualty losses.

3.5 MODIFICATION

This Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

3.6 CREDIT REPORTING DISCLOSURE

Tenant is hereby notified that a negative credit report statement may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of this Agreement.

3.7 MILITARY PERSONNEL CLAUSE; FAMILY VIOLENCE; SEX OFFENSES OR STALKING

Tenant may terminate Agreement if they enlist or are drafted or commissioned in the U.S.

Armed Forces. Tenant also may terminate the Agreement Contract if:

1. Tenant is (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President;
2. Tenant (i) receives orders for permanent change-of-station, (ii) receives orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, (iii) are

relieved or released from active duty.

After Tenant delivers to Landlord written termination notice, the Agreement will be terminated under this military clause 30 days after the date on which the next rental payment is due. Tenant must furnish a copy of the military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or letter to Landlord. Military permission for base housing doesn't constitute a permanent change-of-station order. For the purposes of this Agreement Contract, orders described above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Agreement term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not Tenant's spouse or dependent cannot terminate under this military clause. **Tenants may have special statutory rights to terminate the Lease or Agreement early in certain situations involving family violence or a military deployment or transfer, or certain sexual offenses or stalking.**

3.8 MATERIALITY OF APPLICATION TO RENT

All representations made by Tenant on the Application to Rent (or like-titled document) are material to the grant of this Agreement, and the Agreement is granted only on the condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Agreement and shall be good cause for termination.

3.9 SUBORDINATION OF LEASE

This Agreement and Tenant's interest hereunder are, and shall be, subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

3.10 CHOICE OF LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. All parties to this agreement including Third Party Guarantors, if any, expressly consent to the venue of the courts of the county in which the Premises is located.

3.11 SURRENDER OF PREMISES

Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof excepted. For purposes of this Agreement, Tenant has "surrendered" the Premises when: (i) the

move-out date has passed and no one is living in the Premises in Landlord's reasonable judgment; or (ii) the keys and access devices listed in this Agreement have been turned in to Landlord, whichever happens first. Surrender, abandonment, or judicial eviction ends Tenant's right of possession for all purposes and gives Landlord the immediate right to clean up, make repairs in, and relet the Premises; determine any security deposit deductions; and remove property left in the Premises.

3.12 QUIET ENJOYMENT

Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

3.13 COMPLIANCE WITH LAWS

Tenant shall not violate any law or ordinance (federal, state or local), or commit or permit any waste or nuisance in or about the Premises, or in any way annoy any other person residing within 300 (three hundred) feet of the Premises. Such actions shall be a material and irreparable violation of the Agreement and good cause for termination of Agreement.

3.14 ABANDONMENT

If at any time during the term of this Agreement Tenant abandons the Premises, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in accordance with applicable law and Landlord is hereby relieved of all liability for doing so. For purposes of this Agreement, Tenant has "abandoned" the Premises when all of the follow have occurred: (i) Tenant appears to have moved out in Landlord's reasonable judgment; (ii) clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment; (iii) Tenant has been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the Premises not connected in Landlord's name has been terminated or transferred; and (iv) Tenant has not responded for 2 days to Landlord's notice left on the inside of the main entry door stating that Landlord

considers the Premises abandoned. The Premises is also considered abandoned 10 days after the death of a sole Tenant.

3.15 NO REPRESENTATIONS

Tenant acknowledges that Landlord has not made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. Tenant acknowledges that Landlord does not warrant or guarantee the safety or security of Tenants, his or her guests or invitees against the criminal or wrongful acts of third parties. Each Tenant, guest and invitee is responsible for protecting his or her own person and property.

3.16 ATTORNEY / COLLECTION FEES

To the extent allowed under applicable law, should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, or a collection company to recover any financial loss, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all related legal and/or collection expenses so incurred.

3.17 SEVERABILITY

If any provision of this Agreement or the application thereof shall, for any and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

3.18 TIME

Time is of the essence to the terms of this agreement.

3.19 INDEMNIFICATION

To the maximum extent permitted under applicable law, Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

3.20 DESCRIPTIVE HEADINGS

The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

3.21 NON WAIVER

No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.

3.22 ENTIRE AGREEMENT

The foregoing Agreement constitutes the entire agreement between the parties and supersedes any online, oral or written representations or agreements that may have been made by either party. Further, Tenant represents that he or she has relied solely on his or her own judgment, experience and expertise, in entering into this Agreement with Landlord.

4. DISCLOSURES AND ATTACHMENTS

INCORPORATED INTO THE TERMS OF THIS AGREEMENT ARE THE FOLLOWING:

(Check all that apply)

- Tenant Rental Application
- Property Condition Report
- Rental Property Rules and Regulations
- Lead Paint Hazard Information and Disclosure
-
- Custom 1: _____
- Custom 2: _____
- Custom 3: _____

5. SIGNATURES

THE TENANT UNDERSTANDS THAT THE EXECUTION OF THIS AGREEMENT ENTAILS AN IMPORTANT DECISION THAT HAS LEGAL IMPLICATIONS. TENANT IS ADVISED TO SEEK HIS OR HER OWN COUNSEL, LEGAL OR OTHERWISE, REGARDING THE EXECUTION OF THIS AGREEMENT. TENANT HEREBY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, UNDERSTAND IT, AGREES TO IT, AND HAS BEEN GIVEN A COPY. ELECTRONIC SIGNATURES MAY BE USED TO EXECUTE THIS AGREEMENT. IF USED, THE PARTIES ACKNOWLEDGE THAT ONCE THE ELECTRONIC SIGNATURE PROCESS IS COMPLETED

THE ELECTRONIC SIGNATURES ON THIS AGREEMENT WILL BE AS BINDING AS IF THE SIGNATURES WERE PHYSICALLY SIGNED BY HAND.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RENTAL AGREEMENT:

TENANT(S)

Name: _____ Sign: _____ Date: _____

Name: _____ Sign: _____ Date: _____

Name: _____ Sign: _____ Date: _____

Name: _____ Sign: _____ Date: _____

Name: _____ Sign: _____ Date: _____

Name: _____ Sign: _____ Date: _____

LANDLORD(S)

Name: _____ Sign: _____ Date: _____

Name: _____ Sign: _____ Date: _____

