



NOTICE OF TENANT'S INTENT TO VACATE

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To: _____ (Landlord)

From: _____ (Tenant)

Re: Lease concerning the Property at _____

☐ **A. Tenant's Notice of Intent to Vacate:** The above-referenced lease ends on _____ (date).
Tenant will vacate the property on _____ (Move-out Date).

☐ **B. Tenant's Notice of Intent to Terminate Early Under Paragraph 28 of the Lease:** Tenant is exercising Tenant's rights under the following subparagraph of Paragraph 28: ☐ Military Transfer/Deployment; ☐ Family Violence; ☐ Sexual Offenses or Stalking; or ☐ Assignment and Subletting. Tenant has attached all necessary notices and documentation required under the applicable subparagraph.

MOVE-OUT REMINDERS

1. Return all keys, garage door openers, mailbox keys, and other access devices to the Landlord by the Move-out Date.
2. Provide written notice of Tenant's forwarding address. If known at this time, please provide below.

Street _____ City _____ State _____ Zip _____

3. Leave the Property in a clean condition, free of all trash, debris, and any personal property.
4. If Tenant's Move-out Date changes, Tenant must notify Landlord immediately and obtain Landlord's approval.
5. Tenant must comply with any other Landlord Move-out requirements.
6. If Tenant fails to vacate by the Move-out Date, Tenant will be liable for any holdover rent as specified in Paragraph 22 of the Lease.
7. Landlord's right to place a sign on the Property, show the Property, or place a keybox on the Property applies pursuant to Paragraph 14 of the Lease.

Tenant acknowledges that Tenant remains obligated under the Lease until the Lease is terminated.

Tenant _____ Date _____

Landlord's Acknowledgment of Receipt

Landlord acknowledges receipt of this notice.

Signature _____ Date _____



RESIDENTIAL LEASE

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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,: _____; and

Tenant(s): _____.

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: _____
legally described as: _____

in _____ County, Texas, together with the following non-real-property items: _____.

The real property and the non-real-property are collectively called the "Property".

3. TERM:

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: _____ Expiration Date: _____.

B. Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION: This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 4B applies only if the lease renews on a month-to-month basis. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*

- ☒ (1) 30 days before the Expiration Date.
☐ (2) _____ days before the Expiration Date.

Residential Lease concerning: _____

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*

- ☒ (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- ☐ (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

5. RENT:

A. Monthly Rent: The monthly rent is \$ _____ Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

- ☒ (1) the first day of each month during this lease.
- ☐ (2) _____ .

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

Tenant will pay first month's rent made payable to ☐ Landlord or ☐ Listing Broker or ☒ Property Manager.

The first month's rent is due and payable not later than _____ by *(select one or more)*: ☒ cashier's check ☒ electronic payment ☒ money order ☒ personal check or ☐ other means acceptable to Landlord.

B. Prorated Rent: The prorated rent of \$ _____ is due on or before _____ by *(select one or more)*: ☒ cashier's check ☐ electronic payment ☒ money order ☒ personal check or ☐ other means acceptable to Landlord.

C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: Re-Homing Texas, LLC www.ReHomingTexas.com

Address: 5150 Broadway St Ste #505
San Antonio, Tx 78209

Notice: Place the Property address and Tenant's name on all payments.

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: ☒ cashier's check ☒ electronic payment ☒ money order ☒ personal check or ☐ other means acceptable to Landlord. Landlord ☒ may or ☐ may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: ☒ cashier's check ☒ electronic payment ☒ money order ☒ personal check or ☐ other means acceptable to Landlord.
- (4) Landlord ☒ requires ☐ does not require Tenant(s) to pay monthly rents by one payment.

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(5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

- (1) an initial late charge equal to (*check one box only*): ☐ (a) \$ _____; or ☒ (b) 12.000 % of one month's rent; **and**
- (2) additional late charges of \$ _____ per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

Notice: \$92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ 75.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS:** Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, animal charges, and then to rent.

9. ANIMALS:

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.

B. If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, Landlord may take all or any of the following action:

- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
- (2) charge Tenant, as additional rent, an initial amount of \$ 500.00 and \$ 50.00 per day thereafter per animal for each day Tenant violates the animal restrictions;

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- (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized animal;
 - (b) exterminate the Property for fleas and other insects;
 - (c) clean and deodorize the Property's carpets and drapes; and
 - (d) repair any damage to the Property caused by the unauthorized animal.
- C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

10. SECURITY DEPOSIT:

- A. Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ _____ by (select one or more): ☒ cashier's check ☐ electronic payment ☒ money order ☐ personal check or ☒ other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. Interest: No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. Refund: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

- (1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
- (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;

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- (f) unpaid pet charges;
- (g) replacing unreturned keys, garage door openers, security devices, or other components;
- (h) the removal of unauthorized locks or fixtures installed by Tenant;
- (i) Landlord's cost to access the Property if made inaccessible by Tenant;
- (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
- (k) packing, removing, and storing abandoned property;
- (l) removing abandoned or illegally parked vehicles;
- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

- (2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

- A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: **NONE - All are the responsibility of the tenant.**

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

- B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

12. USE AND OCCUPANCY:

- A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are *(include names and ages of all occupants)*: _____

(NO UNAUTHORIZED TENANTS)

- B. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

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C. HOA Rules: This Property ☐ is or ☐ is not a part of an HOA. _____

(Include the name of the HOA if there is one). Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.

E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 7 (SEVEN) consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.

F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. PARKING RULES: Tenant may not permit more than 4 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

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

B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to

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prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

- C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ 75.00 .
- D. **Keybox:** **A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**

- (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
 - (a) during the last 30 days of this lease or any renewal or extension; and
 - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.
- (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ 1 MONTHS RENT as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.
- (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
- (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

- A. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.
- B. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: None. MyWalkThru must be returned to the Property Manager within 3 days of move in or tenant understands property will be considered to have been in perfect condition at move in.

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- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 3 (three) days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions:

- (1) *"Normal wear and tear"* means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) *"Surrender"* occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
- (3) *"Abandonment"* occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
- (1) keep the Property clean and sanitary;
 - (2) promptly dispose of all garbage in appropriate receptacles;

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- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: **as needed to maintain a healthy yard, but a minimum of once per week. Tenant is to water evenly around the whole house.**

- _____. Other than watering, the yard will be maintained as follows:
- ☐ (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- ☒ (b) Tenant, at Tenant's expense, will maintain the yard.
- ☐ (c) Tenant will maintain in effect a scheduled yard maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____.

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, 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 and grooves in paneling;

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- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

E. **Failure to Maintain:** If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

F. **Smoking:** Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family, or occupants is ☐ permitted ☒ not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
- (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

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

A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at **(210)390-9000**. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

B. **NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be 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 of the 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.

C. 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.

D. 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 18. 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.
- (2) Except for those conditions caused by the negligence of Landlord, Tenant will pay to repair the following conditions:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to 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 cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: Refrigerators, washing machines, dryers, hot tubs, reverse osmosis, water softner (at owners discretion) - Non Realty Items

- E. Trip Charges:** If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.
- F. Advance Payments and Reimbursements:** Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

19. SECURITY DEVICES AND EXTERIOR 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 doorknob 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.

Residential Lease concerning: _____

- B. 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 may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- 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 as authorized by §92.156(e), Property Code.

20. 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 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, Property Code.

21. 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 persons, 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 damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

22. 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.

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

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

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

26. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

1.Tenants are required to take precautions against mold and mildew; using bathroom vents, opening windows slightly, cleaning caulk around bathtubs, or showers as appropriate.

2.Reporting water leaks immediately, taking action to minimize water damage, turning off at sink or where needed, putting buckets under drips, drying up water as quickly as possible as needed.

3.Trash cans must be stored out of view of the front of the property.

Continued... See Addendum Special Provisions 1

27. DEFAULT:

- A. If 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 vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code;
 - (4) all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
 - (5) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

- A. Special Statutory Rights Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

Residential Lease concerning: _____

- (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
 - (a) if Tenant procures the assignee, subtenant, or replacement tenant:

☐ (i) \$ _____.

☐ (ii) N/A % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
 - (b) if Landlord procures the assignee, subtenant, or replacement tenant:

☐ (i) \$ _____.

☐ (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

Residential Lease concerning: _____

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

30. REPRESENTATIONS: Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

31. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- ☐ Addendum Regarding Rental Flood Disclosure
- ☐ Addendum Regarding Lead-Based Paint
- ☐ Inventory & Condition Form
- ☐ Landlord's Additional Parking Rules
- ☐ Animal Agreement
- ☒ Mold Remediation Consumer Protection
- ☐ Residential Lease Guaranty
- ☒ **Tenant Acknowledgement**

- ☐ Agreement Between Brokers
- ☐ Landlord's Rules & Regulations
- ☐ Owners' Association Rules
- ☐ Pool/Spa Maintenance Addendum
- ☐ Residential Lease Application
- ☒ Bed Bug Addendum
- ☐ **SITE UNSEEN**
- ☒ **RULES & REGULATIONS - ReHomingTexas**

32. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.):*

Tenant at the Property and a copy to:

E-mail/Fax: _____
E-mail/Fax: _____

Landlord c/o:

Re-Homing Texas, LLC
5150 Braodway St., Ste#505
San Antonio, Tx 78209
E-mail/Fax: **info@rehomingtexas.com**
E-mail/Fax: _____

33. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

Residential Lease concerning: _____

- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. (*Do not insert Tenant or Occupant names below.*)
Name: _____ Phone: _____
Address: _____
E-mail: _____
- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
(1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
(2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.
- H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

Residential Lease concerning: _____

- I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- J. Landlord's broker, **Re-Homing Texas, LLC**,
☒ will ☐ will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by ☐ Landlord or ☐ property manager for Landlord:
Name of property manager: **Re-Homing Texas, LLC** Phone: **(210)390-9000**
Address: **5150 Broadway St Ste # 505, San Antonio, TX 78209** E-mail: **info@rehomingtexas.com**
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- L. **This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.**

Landlord _____ Date _____ Tenant _____ Date _____

Landlord _____ Date _____ Tenant _____ Date _____

Or signed for Landlord under written property management agreement or power of attorney: _____ Tenant _____ Date _____

By: _____ Date _____ Tenant _____ Date _____

Broker's Associate's Printed Name _____

Christine Barnett **515421**
Broker's Printed Name License No.

Re-Homing Texas, LLC
Firm Name _____

For Landlord's Use:

On _____ * (date), Landlord provided a copy of the lease, signed by all parties, to _____ (Tenant) by ☐ mail ☒ e-mail ☐ fax ☐ in person.

Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*

(TXR-2001) 07-08-22 Landlord or Landlord's Representative: _____, _____ & Tenants: _____, _____, _____, _____ Page 17 of 17

ADDENDUM

PROPERTY:

1) Special Provisions

4.Tenant will be charged \$20.00 - \$50.00 for each violation.

5. Upon move out, tenant must have the home and flooring professionally cleaned.

6. Text messaging is not an acceptable form of communication.

7. Tenant agrees to pay Re-Homing Texas, LLC a monthly HVAC Filter Delivery Program of \$30 payable without demand with rent on or before the (1st) first day of each calendar month.

Resident Benefit Maintenance and Utility Package (HVAC Filter Delivery): A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 60 days.

Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Manager in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Manager shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse.

Date: _____

Date: _____

Signature _____

Signature _____

Date: _____

Date: _____

Signature _____

Signature _____

Addendum



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

March 2021

TXR-2511

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



TXR-2511

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

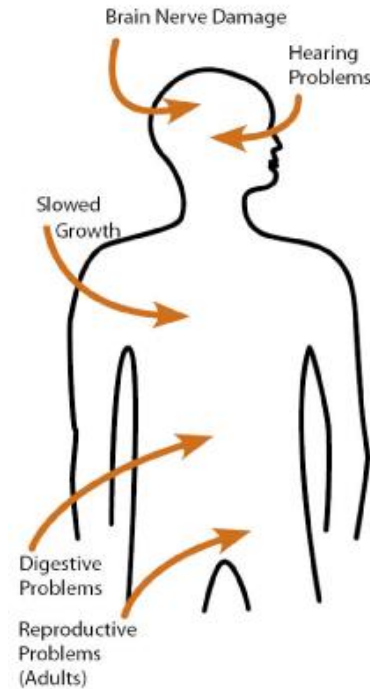
- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips - which you can see - and lead dust - which you may not be able to see - both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
 - A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as “**greta**” and “**azarcon**,” used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA
Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

TXR-2511



TEXAS DEPARTMENT OF LICENSING & REGULATION

Help! I have mold (What is it?)

Mold is a type of fungus that is present everywhere in our natural environment. Mold spores, which are tiny microscopic 'seeds,' can be found anywhere, including inside homes, and are a part of the general dust found in homes. These spores can begin to grow on building materials and furnishings if they get wet or stay moist. If visible mold is allowed to grow unchecked, it will eventually damage what it is growing on, which may include both the building and personal belongings.

The key to preventing mold growth is preventing moisture problems by finding and stopping the source of moisture such as a plumbing or roof problem and then quickly fixing and drying any water leaks or spills that might occur. Common moisture problems include pipe leaks, roof leaks, floodwaters, sewage back-ups and over-flowing toilets/sinks/bathtubs.

Tenants should promptly notify their landlord when they find a moisture problem or mold growth. Any conversations should be followed up with a letter to the landlord to avoid misunderstandings. Sending such a letter by certified mail, return receipt requested, provides the best proof that it has been received. Keep a copy of the letter for future reference.

What can TDLR do?

TDLR regulates professionals who provide mold assessment and remediation services in Texas to ensure that the public has access to mold assessors and remediators who are properly trained and licensed. TDLR does not have regulatory authority to require inspection or testing for moisture or mold in homes, apartments or other buildings and cannot require a landlord or someone else to clean or remove mold.

MOLD REMEDIATION CONSUMER PROTECTION

For more information, please contact the TDLR Office of Strategic Communication: media.inquiries@tdlr.texas.gov.

TXR 2507

Is mold testing necessary?

Generally, it's not necessary to identify the species of mold growing in a residence, and the Centers for Disease Control (CDC) does not recommend routine sampling for molds. It's more important to find the source of the moisture and eliminate it, otherwise the problem will return. When the moisture is eliminated, the mold will no longer grow and will die.

If you or your landlord choose to pay for testing before remediation work starts, the licensed mold assessment consultant who will do the assessment should establish criteria for interpreting the test results. When mold cleanup is necessary, the licensed mold assessment consultant will develop a protocol that the mold remediation contractor will follow. The protocol will specify the estimated quantities and locations of materials to be remediated, methods to be used and cleanup criteria that must be met.

The results of mold samples taken in your unique situation cannot be interpreted without physical inspection of the contaminated area or without considering the building's characteristics and the factors that led to the present condition.

TDLR recommends that people consult a health care provider if they are concerned about the effects of mold on their health.

What can I do about the mold?

Tenants and landlords should try to work cooperatively to investigate and correct moisture problems and remove mold growth. If you can see mold or smell a musty odor, carefully inspect the home, paying special attention to hidden areas such as plumbing access areas, crawl spaces, behind mirrors and furniture, attics, closets and cupboards.

Mold growth should be cleaned from non-porous surfaces such as concrete, metal, glass, tile, and solid wood. Mold growth is difficult to clean from absorbent (porous) surfaces such as drywall, carpet, fleecy furnishings and insulation, so these kinds of moldy materials should be removed and discarded.

Merely applying a chemical such as bleach to drywall, without removing the mold source, is not a permanent effective solution. Painting over mold is also not an effective solution.

Personal belongings can be kept if there is no mold growth on them. These items may need a deep cleaning to remove mold particles (spores) that have settled in the fabric.

Who can do this work?

TDLR licenses people and companies who inspect and test for mold in buildings (mold assessment), and those who clean and remove mold (mold remediation). Be sure to confirm that the professionals you're hiring are licensed by TDLR to perform this service.

In most instances, areas of visible mold less than 25 contiguous square feet in area may be cleaned or removed by people who are not licensed.

- Owners or managers of buildings with fewer than 10 dwelling units do not have to be licensed to perform mold assessment or mold remediation on a residential property. This exemption applies regardless of the total surface area within the residential property that is affected by mold growth.
- The remediation of 25 contiguous square feet or more of visible mold in residential properties with 10 or more units must be conducted by a licensed Mold Remediator. Small areas of mold growth (less than 25 contiguous square feet) can be cleaned/removed by an owner or by maintenance staff.

My landlord won't do anything about the mold. Who can help me?

Mold issues are typically governed by the lease agreement and treated like other maintenance matters where you would submit a written request to your landlord or property owner. Current Texas law does not require landlords or property owners to inspect for or clean mold.

TDLR cannot advise you on legal issues such as paying rent, requesting to be moved to another unit, breaking your lease, or preventing an eviction. Tenants are encouraged to work with their landlords and property owners to come to mutual agreement about how to deal with a mold situation.

Here are some resources:

- A tenant can try to file a complaint with the local city or county health department. You can find listings of Local Health Departments in Texas at: <http://www.dshs.texas.gov/regions/lhds.shtm>.
- You could contact your City Building Official (Code Compliance). The building official may inspect the unit to determine if it is structurally sound. They may also, in some cases, enforce maintenance provisions of the building code.
- The Texas Office of the Attorney General (OAG) has advice for consumers here: www.oag.state.tx.us/consumer/tenants.shtml.
- For legal assistance, you may wish to contact the State Bar of Texas Lawyer Referral and Information Service: (800) 252-9690.
- Texas Apartment Association, Resources for Renters: <http://www.taa.org/renterinfo>.
- Texas Tenant Advisor: <http://texastenant.org/>
- TDLR consumer mold information sheet: <https://www.tdlr.texas.gov/mld/pdf/CMIS.pdf>

Links

MOLD STATUTE AND RULES:

<https://www.tdlr.texas.gov/mld/mld.htm>

LICENSED TEXAS MOLD ASSESSORS AND REMEDIATORS:

<https://www.tdlr.texas.gov/LicenseSearch/LicenseSearch.asp>

FILE A COMPLAINT REGARDING MOLD LICEN SEES, OR REPORT UNLICENSED ACTIVITIES:

<https://www.tdlr.texas.gov/complaints/>

U.S. CENTERS FOR DISEASE CONTROL (CDC) INFORMATION ABOUT MOLDS:

<http://www.cdc.gov/mold/faqs.htm>

Mold prevention tips

- Use a towel or squeegee to dry off wet surfaces after bathing. Bathtub or showers corners and joints, including tile crevices, are more susceptible to mold growth, so be sure to dry off those surfaces.
- Keep humidity levels as low as you can — no higher than 50% — all day long. An air conditioner or dehumidifier will help you keep the level low.
- Use air conditioner or a dehumidifier during humid months.
- Clean bathroom with mold-killing products.
- Do not carpet bathrooms.
- Quickly clean up and dry any liquids that might get on carpets. (If carpets stay wet, notify the landlord).
- Ensure good air movement in your home: open windows when possible.



**Rules and Regulations
Addendum to Residential Lease Agreement**

RE-Homing Texas, LLC
5150 Broadway St
#505
San Antonio, TX 78209
Phone: (210) 390-9000
info@rehomingtexas.com
www.ReHomingTexas.com

Welcome!

It is a pleasure to welcome you as our tenant. We believe that a good Landlord-Tenant relationship is important to your enjoyment of the home or apartment you are renting.

The property you are renting is managed by a professional team dedicated to the satisfaction of our residents and owners.

As Property Manager for Owners of rental properties we are bound to certain responsibilities by legal contracts with our Owners and with our Tenants. We can best serve both Tenants and Owners by offering professional services to you.

If you should ever have any need regarding your rental, please do not hesitate to contact us.

We will do our very best to assist you.

As Tenants, you have certain responsibilities. Please take the time to familiarize yourself with the Rules and Regulations.

**THIS ADDENDUM IS PART OF THE RESIDENTIAL LEASE AGREEMENT
BETWEEN OWNER AND TENANT.**

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ACCEPTANCE OF PROPERTY

Tenant accepts the property in its present condition (AS-IS) subject to conditions, which materially affect health or safety of an ordinary tenant. No additional cosmetic touches or repairs will be done after move-in unless otherwise agreed to in writing, by all parties.

AGENCY

In renting to Tenant, we are acting as agent for the owner of the property. This means that we can bind the owner by contract, but it also means that we are bound to act in the owner's best interest at all times. We cannot guarantee that the owner will perform his / her obligation under the lease.

ANTENNAS



The property owner **must** approve installation of any dishes or antennas, drilling through walls, or other penetration of the structure. Please allow sufficient time for us to obtain this approval. NOTHING can be attached to the shingles of the roof. Any Antenna or Dish installation must be accompanied by a \$250 deposit and form of approval. Cable TV, telephone installation, and maintenance expenses are the responsibility of the resident.

APPLICATION FOR RENTAL

It usually takes 2 - 3 business days to finalize the application.

Please call the office for confirmation of approval. If applying for an occupied property, the current tenants have precedence. Although they have given a Notice of Intent to Vacate, the possibility exists that the property will not be available on the listed date.



BASKETBALL EQUIPMENT

Do not install any type of basketball equipment on the roof or any other part of the property. Basketball equipment must be stored in compliance with HOA regulations.

BILLING FOR REPAIRS AND LATE CHARGES

This expense to Tenant is stipulated in the Lease Agreement. **Our policy is to withhold any amount that is owed from the next regular monthly rent payment. If late fees or other charges are not paid, this will cause Tenant to be delinquent in payment of the rent.** If this occurs, RE-Homing Texas must proceed with our standard collection action by delivering a Notice to Quit and Vacate, which becomes an additional expense to Tenant.

To prevent any additional expenses to Tenant, please pay non-rent charges on a timely basis.

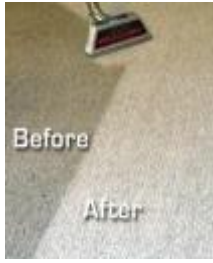
CARBON MONOXIDE DETECTORS

Carbon Monoxide is an odorless, colorless gas that kills many people every year.

The current Texas Property Code does not require owners to install carbon monoxide detectors in rental properties.



If the rented property is heated by gas, has a gas water heater, gas stove, or if vehicles are parked in an attached garage, we strongly recommend that you purchase Carbon Monoxide Detectors for the safety of Tenant and other occupants.



CARPET CLEANING

Tenants are required to have the carpets professionally cleaned by a truck mount company at the time of move-out. Tenant can either pre-pay for this service or provide a receipt when turning in keys.

The carpet cleaning company must guarantee their work to our reasonable property management standards. **If the cleaning is not done to our specifications, the tenant will be charged for any additional expense.**

Please contact RE-Homing Texas for a reference list of carpet cleaning companies.

DO NOT EVER USE STORE RENTED CARPET CLEANERS OR APPLY SHAMPOO TO THE CARPET. Store rented cleaners weaken the fibers of the carpet and stretch it, thus reducing its lifespan. Shampoos and other chemical cleaners leave a film on the carpet which adheres to dirt.

CLEANING AND MAINTENANCE OF PROPERTY

Tenant is responsible for keeping the property clean and orderly inside and out.

Kitchens

- ☐ Keep all food stored properly.
- ☐ Clean stove, hood, vents, and filters on a regular basis.
- ☐ Clean ovens regularly.

Self-cleaning Ovens

- ☐ (Use heat to clean - door locks.)
- ☐ Follow instructions printed on the oven.
- **DO NOT** use commercial cleaners such as "Easy Off" or "Mr. Muscle"
- ☐ Do not leave oven unattended while cleaning.



Continuous Clean Oven:

- ☐ Set at 450 degrees and leave on for several hours because high heat helps the cleaning process. Then wipe out.
- ☐ **Do not use commercial cleaners in the oven.**
 - If these cleaners are used, the oven will begin to rust within a few weeks.
- ☐ Do not leave oven unattended while cleaning.

Regular ovens

Use an oven cleaner, such as Easy Off. Then wipe oven clean of residue.

Bathrooms

- ☐ **Do not use steel wool, scouring powder or abrasive scouring pads or cleaners to clean acrylic or fiberglass tubs or marble sinks.**
 - **Using these items could ruin the finish.**
- ☐ Use Gel Gloss or Soft Scrub or other nonabrasive cleaners.

Prevent mildew and mold from accumulating by:

- ☐ Using exhaust fans during and after showering.
- ☐ Keeping bathroom properly ventilated.
- ☐ Treating mold and mildew immediately with products such as X-14 or Tilex.

- ☐ **Report any leaks immediately.**

Please notify the office if the caulked areas around the bathtub and tiles become cracked, broken or chipped. Water seepage can cause severe damage to the home.

Carpets and floors are to be maintained at Tenant's expense.

- ☐ Vacuum carpets at regular intervals.
- ☐ Sweep and mop floor regularly.
- ☐ Clean up spills, pet accidents, etc. promptly.
- ☐ Have carpets professionally steam cleaned as needed.
 - DO NOT use store rented machines. They ruin the carpet. Only steam cleaning is acceptable.
 - Please contact RE-Homing Texas for a list of truck mount carpet cleaning companies.
- ☐ Use only approved cleaners on vinyl floors. **Do not use wax.**
- ☐ Use only hardwood floor cleaners on hardwood floors

COMMUNICATION

Re-Homing Texas has email for best communication practices. This insures for you as the tenant that all communication is in writing. A phone call or text does not serve as communication. Questions, concerns or communication can be sent to info@rehomingtexas.com.

DIRECT DEBIT

This is a feature that can be used through the Tenant portal.

DISHWASHER

- ☐ Use only dishwashing products.
 - **Do not use dish soap or laundry detergents**, as they will cause the dishwasher to overflow. **Only use products made specifically for the DISHWASHER.**
- ☐ *Use the dishwasher at least once each week.*
 - *If not used the seals dry up and the motor may be ruined when put back into regular use.*
- ☐ To save power and reduce the electric bill, do not run the dishwasher until it is completely loaded.
- ☐ **Do not** leave soiled dishes in the dishwasher for a long period of time; such practices attract household pests.
- ☐ **Every month** - run the dishwasher **empty** with a **cup of vinegar**.



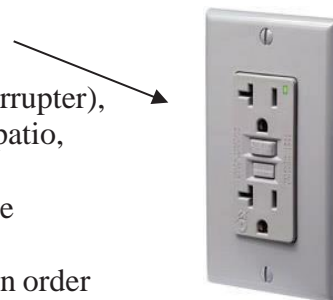
EARLY TERMINATION OF LEASE

As Broker / Manager for the home, our primary responsibility is to act in Owner's best interest at all times. However, we realize that extenuating circumstances may prevent a resident from fulfilling the term of their lease agreement. If Tenant is unable to fulfill the term of the lease agreement, please contact RE-Homing Texas to openly discuss the situation.

ELECTRICITY DOES NOT WORK



- **Check the Breaker Box**
- Check the GFI plug (Ground Fault Interrupter), which is usually located in the garage, patio, kitchen or the bathroom.
- Resetting the GFI will usually restart the electricity.
- Know where all GFI plugs are located in order to quickly solve any problems.



- If circuit breakers keep tripping, the circuits are possibly being overloaded with appliances, such as a microwave, toaster, curling irons, blow dryers, etc.
- If the electricity is still not working after checking breakers and all GFI plugs, call RE-Homing Texas for assistance.

EVICITION NOTICES

If the rent payment is not received by the 5th day of the month, Tenant will be served a Notice to Quit and Vacate (NTQ).

Tenants will NOT receive a phone call if their rent is late.

If the rent, all late charges and \$100 dollar charge for the NTQ are not received in our office within 1 day after receiving the NTQ, we will order a Forcible Entry and Detainer (eviction suit).

In the case of an eviction suit, Tenant will receive a notice from a constable informing him or her of the court date to appear before a judge. If Landlord or Landlord's Agent must appear in court for an eviction suit or like suit, Tenant will incur additional charges.

RE-Homing Texas' rent collection policy conforms to industry standards.

FILTERS AND MAINTENANCE FOR A/C AND HEATING

As stated in the lease agreement, Tenant is responsible for supplying and changing the heating and air-conditioning filters at least once a month. *Check for location of A/C filter at move in. If there is not a new A/C filter in place contact the office.*

We require the use of a pleated filter of the correct size unless there is a permanent filter in the unit.



A clean filter prevents serious damage to the motor, compressor and other parts of the AC/Heating unit. Failure to perform this service affects the efficiency of the A/C and heating units, which requires the unit to work harder. This reduces the operating life and causing an increase in the electric bill.

The filter has to be replaced a minimum of once a month and must be installed in the correct position for the proper airflow. See arrows on filter for correct placement.

Any cleaning required or damage done to AC/Heating unit caused by failure to perform mandatory changes of the filter will be charged to the tenant.

We have had some instances in the past where we had to send our A/C repairmen out to repair a unit and the tenant had never changed the filter or had removed it. This is a very expensive repair, and the tenant is ALWAYS required to pay the entire billed due to tenant neglect.

Filters only cost a few dollars and the cost is more than offset by the savings on the electric bill.

We recommend changing the filter when rent is submitted for payment. Buy several at one time to have them on hand when it is time to change.



If the property has an A/C system with a drain line that has an opening in it, pour a cup of bleach or vinegar down the drain tube every month. In most cases, this prevents the drain line from clogging up with algae and flooding the property.

Anytime you see the secondary drain line dripping water or water drips from inside the unit, it indicates that the primary drain is clogged and needs to be serviced. If this not corrected, it may cause serious water damage. **DO NOT** operate the unit until the clogged drain line is cleared as the unit will produce water and damage to the property may occur.

Please report any water drips to the office so we can have the A/C checked.

A/C WINDOW UNITS

No window air conditioning or heating units are allowed to any apartment window. Units that are currently in place, filters are washable and should be cleaned on a consistent basis at least monthly. Contact the Management office for instructions. Window screens are NOT to be removed by tenant.

FIREPLACE SAFETY

If there is a fireplace on the property, it is there for the tenant's use.

However, if you intend to use it, call RE-Homing Texas so we can have it inspected and, if needed, cleaned. You will then be responsible for having it inspected and, if necessary, cleaned by a certified chimney sweep when you move out.

When you use the fireplace:

- *Before starting the fire, be sure to open the damper.*
- *Close the damper securely only when the fire is completely out and ashes are cold.*
- If smoke is coming out of the fireplace into the room, put out the fire immediately and vent the house.
- Use hard woods, such as oak or mesquite rather than soft woods like pine, cedar, fir or redwood. Soft woods cause sparks and a build-up of creosote.
- **Never use fire starters such as charcoal lighter or kerosene and definitely not gasoline.**
- **NEVER burn trash or Christmas trees in the fireplace.**
- **ALWAYS use a log grate.** It positions the fire properly and ensures a good flow of combustible air to and around the fire.
- BUILD moderate to small fires. Most prefab fireplaces are not designed for roaring fires. **DO NOT** overfill the fireplace. Overfilling can cause excessive heat in the chimney and possibly a house fire.
- USE a fireplace screen at all times to prevent damage to the carpet and to reduce the possibility of a fire in the room.
- NEVER leave the fire unattended or with unattended children.
- ALWAYS use a metal ash container for the removal of coals and ashes and be sure the coals are cold. NEVER put hot or warm coals in a garbage can, paper bag or any flammable container.



Tenant agrees not stack firewood next to the house, any building or the fence. Doing so promotes the infestation of wood destroying insects.

GARBAGE DISPOSAL

A garbage disposal is a convenient appliance if used properly. Overloading will cause the safety button to kick in and turn off the disposal.

Before filing a maintenance request for the garbage disposal, please complete the following steps.

1. *Reset the safety overload, wait three or four minutes for the motor to cool then push the button on the bottom of the motor.*



2. Use an Allen wrench to reset the disposal
3. If these two steps fail, call RE-Homing Texas. If a representative can fix the garbage disposal by completing either of the two steps above, Tenant will be charged a \$75 trip charge.

Keep your hands and other objects out of the disposal when it is running.

For best operation, follow these steps:

1. Turn cold water on to full flow.
2. Push food through the splash guard into the disposal. Do not stuff. A mixed load of hard and soft waste works best. Pieces larger than a mouthful in size should be discarded in the trash.
3. Flip starting switch to "on" and let the disposal operate until the grinding sound diminishes and becomes a humming sound.
4. Turn switch off.
5. Run cold water for a few moments longer. Do not discard the following items in your disposal: potato peels, potatoes, metal, glass, plastic, grease, paper, cigarettes, bones, banana peels, oyster or clam shells, dish rags, celery, corn husks, etc.

Remember: If you can't chew it, your disposal can't chew it!

If a spoon, bottle cap or other item becomes lodged in the disposal, make sure the disposal is turned off before attempting to retrieve the object. Do not stick your fingers in the disposal!

The disposal is self-cleaning; adding baking soda or a lemon or orange rind will help to reduce odors.

Do not use caustic drain cleaners at any time.

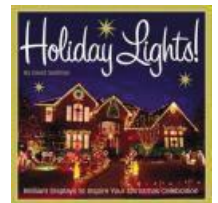
GARBAGE HOUSEHOLD DISPOSAL

ONLY HOUSEHOLD GARBAGE OR TRASH IS ALLOWED IN THE DUMPSTER. Please keep lids and doors closed so that trash does not blow out. NO garbage cans are allowed outside your apartment. You must take the following to a recycle facility or City Dump and cannot be placed in the dumpster. **(TV's, electronic equipment, microwaves, tires, Barbeques, mattresses, box springs, furniture, vehicle oil, etc.)** (The dumpster is exclusively for tenants of the Country Side Apartments only) report unauthorized use.

HOLIDAY DECORATIONS AND LIGHTS

Lights are to be hung properly and carefully checked. **They must be removed by February 1 of the following year.**

Remove and dispose of Christmas trees properly.



IMPROVEMENTS / ALTERATIONS

Written approval must be obtained from RE-Homing Texas before any alterations to the premises and its grounds. This includes, but is not limited to: painting, wallpaper, light fixtures, security systems, flooring, lawn, gardens, bushes, trees, fences and utility buildings.

Contact the property manager to discuss your plans and obtain written permission.

Should alterations be made without management's consent, you will be responsible for returning the property to its original condition.

KITCHEN COUNTERTOPS

Promptly wipe up any spills to avoid stains. Use hot pads to protect the surface.

Avoid damage when cutting items with a knife by using a cutting board, not the countertop.

LEASE EXPIRATION

During the sixty (60) to forty-five (45) day period prior to your lease expiring, you will receive a notice from us outlining the provisions of your lease renewal.

You must provide us with at least thirty (30) days written notice if you do not plan to renew your lease. Please find Notice to Vacate Form on the tenant section of our website or request a copy to be completed electronically from info@rehomingtexas.com.

Your lease agreement allows us, during the last 30 days, to install a lock box and a sign on the property and to begin showing the property to prospective tenants.

Failure to allow reasonable showings to prospective tenants or buyers during this period constitutes a default of the lease and the security deposit, in its entirety, may be forfeited.

We will do our best to contact you prior to showing your home.

Please do not allow any prospective tenants to enter your home unless accompanied by a real estate agent.

LEASE PAYMENTS

In accordance with the provisions of your lease, your rental payment is due on or before the 1st day of each month.

Payment may be made by personal check, online or certified funds, payable to RE-Homing Texas, LLC. You can mail your rent to 5150 Broadway, Suite 505, San Antonio, TX 78209, note if rent is mailed it must be received by the 3rd at the address to not be late. Mail date that is stamped 3rd by the post office and received after that date, will be considered late. Rent can be paid at www.ReHomingTexas.com on the tenant portal.

We do not accept cash!

If your rent payment is not received in our office by 11:59 p.m. on the 3rd day of the month, a late charge will be assessed. Late charges are calculated as 12% of monthly rent as late fee. Check your lease for late fees that are applicable.

Personal checks will not be accepted after the 3rd day of the month. You must pay by certified funds, cashier's check or money order only.

Weekends and holidays do not delay or excuse tenant's obligation to pay rent on time.

Be sure your rental payments indicate the property address for which you are paying rent as identified on the lease agreement. If you do not do so, your rent payment could be applied late as we have no way of knowing which account to apply it towards.

If you make after hours payments, please call us the next business day to verify receipt.

We will not be responsible for lost payments.

If you require an additional copy of your lease, the fee is \$25 dollars. Remember, you were given a free copy of your lease when you moved into the property.

LIGHT BULBS



All light sockets should have working bulbs in them when you move in. If any lights do not work when you move-in, please notify us.

It is your responsibility to replace light bulbs as needed. When replacing burned out light bulbs, use the correct size, type and wattage. If a light fixture is rated for a 60 watt bulb and you use a 100 watt bulb, you can create a short circuit and a possible fire hazard.

KEYLESS DEADBOLTS

The purpose of the keyless deadbolt is to protect you while you are inside the property. It is not intended to protect your possessions while you are away.

When you leave the house, be sure that the keyless deadbolts are disengaged. This will prevent you from being accidentally locked out of the property.

If a garage door opener should malfunction or one of the door locks not work while a keyless deadbolt is engaged, it would be impossible to enter the property with a key.



If you are locked out of the property because the keyless bolting devices are engaged, you are responsible for all costs charged to enter the property.

LOST OR MISPLACED KEYS

In some cases, we have duplicate set of keys available in the office. These keys are available should you lose your keys or lock yourself out.

Only those on the lease can pick up keys, and identification is required. The keys must be returned within 24 hours or you will be charged for key replacement. You are responsible for transportation to pick up keys, and keys will only be available during normal business hours.

If we bring key out to you, you will be charged a \$75.00 trip charge. This is not always an option. If you lock yourself out after hours you will need to contact a locksmith at your expense.

MAILBOX KEYS

You can pick up your mailbox key by registering at the Post Office in your area. Call the US Postal Service at (800) 275-8777 to find out which Post Office to go to.

MAINTENANCE AND REPAIRS



Tenant is required to promptly notify RE-Homing Texas of all needed repairs.

Failure to inform RE-Homing Texas of water leaks or any condition that may result in damage to the property will cause tenant to be held liable for the cost of repairs!

Telephone notification is acceptable only in cases of danger to person or property.

Written notification is required by the lease agreement.

According to the Texas Property Code, a repair is considered timely if it is completed within seven (7) days of being reported.

MAINTENANCE PERSONNEL

Maintenance personnel are not employees of our company; consequently, we do not control their work hours. Please advise us if a repairman does not arrive or if the work is not completed in a professional and satisfactory manner.

If you require a special appointment time with a repairman and it results in the repairman billing us an extra fee, you will be charged the amount that exceeds the regular service fee.

A problem may be an inconvenience or cause you discomfort, but it may be something that can wait until the next normal working day. **Routine repairs will normally be accomplished within 2 - 4 working days.**

MOVE-IN INSPECTION REPORT

At the time you sign your lease, you will be provided a Property Checklist. This document is designed to protect your security deposit and is for your protection for consideration in both maintenance deductibles and security deposit charges.

To ensure that you are not charged for any damage or stains that exist when you take possession of the house, it is very important that you provide our office with a detailed list of discrepancies.

If there are window coverings included, list whether they are drapes, curtains or mini-blinds.

Tenant is responsible for completing and returning the Property Checklist within three (3) days after occupancy. Otherwise it will be understood that there are no discrepancies.

Complete your Property Checklist, retain a copy for your files and email us the original. Do not telephone the information to us. When returning your Property Checklist, please provide us with your new home phone number and work phone number(s).

THE PROPERTY CHECKLIST IS NOT A REQUEST FOR REPAIRS AND ANY DEFECTS NOTED WILL NOT BE CONSIDERED FOR REPAIR SIMPLY BY RETURNING THIS DOCUMENT.

If needed, a separate written request for specific repairs must be submitted via the online portal.

MOVE-IN ORIENTATION/ LEASE SIGNING

You will sign your lease electronically, AFTER we have received your security deposit and administrative fee.

Your first month's rent must be paid at the time the keys are picked up. If the move-in date is on or before the 16th of the month, Tenant must pay the pro-rated rent shown on the lease.

If Tenant's move-in date is after the 20th of the month, Tenant must pay the pro-rated amount, plus the rent due for the following month.

Pet fees must be paid at move-In orientation.

Checks for pro-rated rent, first month's rent and fees must be paid in separate checks.

You will receive keys and garage door remotes at your move in orientation.



MOVE-OUT INSPECTION

In accordance with the lease agreement, a move-out inspection of your home must be completed before any security deposit can be refunded. The move-in inspection will be used as a reference at move-out. **The person doing the move-out is only there to document the condition of the property and cannot tell you if there are any charges.**

If you would like to be present during the move-out inspection, please call 210-390-9000 ten (10) days prior to your desired move-out date.

Move-out inspections will be performed Monday through Friday, (except holidays), between 10 a.m. and 4 p.m. RE-Homing Texas is closed on holidays. If the property is not ready for inspection at the appointed time and the inspector is required to make another trip or appointment, you will be charged \$75.00. Approximately thirty days before move-out, you will be provided a detailed checklist to assist you in preparing for move-out.

Utilities must be on at time of move-out inspection and until the end of the lease. If the utilities are not ON we will have to have the utilities turned on to do your move-out inspection.

Tenants are not permitted back on the property after vacating.

MOVE-OUT PROCEDURES

To ensure that you understand what your responsibilities are for cleaning and preparing the property for move-out, you can request a copy of our Move-Out Guidelines. A copy can be obtained at www.ReHomingTexas.com or by email. A copy will also be emailed to you after we receive your 30-day notice.

Painting and Nails:

- ☐ Please remove all nails in walls. Do not fill holes caused by hanging pictures or touch up paint.
- ☐ If Tenant paints and it does not match, Tenant will be charged for all necessary repainting.
- ☐ If Tenant attempts to fill holes and it does not meet our standards, Tenant will be charged for all necessary re-patching.

NEWSLETTER

To keep tenants advised of any changes in policy, problem areas or information we believe will be helpful, we send a periodic newsletter. We welcome any suggestions, recommendations, or comments you believe would be beneficial to us or our residents.



NO SMOKING

Smoking is not allowed inside the property due to possible cigarette burns in carpet, on counter tops etc. and the need for extra preparation for painting.

NOISE NUISANCE

All tenants are expected to be considerate of others living in a multi-family or single-family home. No loud noises or nuisance of any kind will be tolerated.

OCCUPANTS

Everyone who lives in the property must be named on the lease agreement.

If you wish to add an additional occupant who is 18 years or older, he/she must complete an application and pay an application fee of \$70. If they are approved by our office, they must be added to the lease.

It is our policy that a guest staying with you longer than 7 days is no longer considered to be a guest, but a roommate.

Tenant(s) must abide by the decision of RE-Homing Texas whether another person or persons can be added to the Rental Lease Agreement.

Failure to fulfill the above-mentioned requirements may result in termination of your lease. No unauthorized occupants are allowed.

OFFICE HOURS

Monday – Friday 9:00 AM to 4:00 PM

Our property management department is closed on weekends and some holidays, but our sales department is open Monday through Saturday. *Sales agents cannot resolve repairs or administrative problems.*

They may only contact a repairman to handle emergency repairs.

We have emergency maintenance service. Should a serious maintenance problem arise when the office is closed, we have provided an emergency number in your lease.

OFFICE INFORMATION

We are located at: 5150 Broadway, Suite 505, San Antonio, TX 78209. The office phone number is 210-390-9000.

PARKING OF VEHICLES

- Please DO NOT park or clean vehicles on grass areas around the home.
- Major vehicle repair is not allowed in the garage, driveway or on the street in front of the home.
- No inoperative vehicles will be kept on the premises without permission of Landlord.
- Apartments and Duplexes additional information: Only 2 vehicles allowed per apartment. Parking only on the paved areas and not on any grassy area.

PERIODIC SURVEYS

Periodic property surveys of the interior/exterior are conducted during the lease to ensure that the property is being properly maintained and/or to report to the owner regarding necessary repairs.

Pictures will be taken in order to document the condition of the premises.

We provide this service to our owners to keep them up-to-date concerning the condition of their properties.

If Tenant is notified of an inspection by the landlord and fails to leave keyless deadbolt unlocked, fails to control pets, or otherwise prohibits Landlord or Landlord's Agent access for said inspection, Tenant will be charged \$85.00 per occurrence AND will also be in violation of the lease. Landlord can exercise remedies set forth in the lease agreement.

If Landlord or Landlord's Agent must re-inspect for Tenant's lease violation, Tenant will be charged \$85 inspection fee per occurrence.



PEST CONTROL

Any pests, including insects and rodents, not reported in writing within the first 30 days of the lease, will be assumed to have entered the property after the start of the lease.

You are responsible for keeping the property free of all pests (ants, roaches, fleas, ticks, silverfish, scorpions, rodents etc). Pesticides and other chemicals are to be stored safely, out of the reach of children and pets.

PETS

Some owners do not allow pets; contact our office *before* acquiring any pet.

Failure to do so is a violation of your lease.

RE-Homing Texas reserves the right to have any pet removed from the property if it is determined that the pet poses a threat to the safety or condition of the property or any person in the property or the community, regardless of prior consent.

No pets may be kept on the property even temporarily without management's written authorization. Please inform your guests that this rule also applies when they visit you. Pet owners are responsible for any damage caused by pet(s) and for disposing of their pets' waste.

Any Unauthorized pets found on a property can result in eviction and/or an initial \$500 and a \$50 per day charge per pet. Pets also include fish in aquariums larger than ten gallons, mammals, birds and reptiles.

PHONE NUMBERS

You are required to provide the office with your work and home telephone numbers, including non-published numbers, and you must notify the office of any changes in those numbers.

RAIN GUTTERS

In order to prevent damage to eaves and cornices, the gutters, if any, are to be cleared of any and all debris on a regular basis. Gutters must be cleaned immediately prior to move-out.

RECYCLE BIN

Most areas now have curbside recycling. If you do not have a recycle bin at the property, call 311. The bin is free.



REFERRALS

If you refer someone to us who BUYS, RENTS, SELLS, or signs a Property Management contract 14

with RE-Homing Texas, we will give you a \$50.00 Gift Certificate or Gift Card!

RENTER'S INSURANCE – RHINO/OBLIGO COVERAGE

It is **highly recommended** that you purchase **renter's insurance** to cover any loss of your personal property and your possible liability in case of accidents. The **owner's insurance** on the property only covers the dwelling; it **DOES NOT** cover your personal belongings.

You should obtain renter's insurance that becomes effective on the date that you take possession of the property and maintain the policy as long as you occupy the premises.

Ask yourself, "Why do I need renter's insurance?" Then ask:

"What if a candle tips over or we have a cooking fire that causes damage to my home?"

"What if I have a major flood from a broken water pipe or clogged drain line?"

"What if we have a theft or our home is burglarized?"

Everyday these "What if" scenarios occur in homes. So, what happens if a "What If" occurs to you?

If you don't have renter's insurance, you may lose everything! The Landlord isn't held responsible. In fact, even in incidents that you didn't cause, you are responsible for replacing your possessions.

And, even worse, if you are responsible for an accident that causes damage to the property, losses to others, or injury to an individual, you could be held liable...even to the owner of the property!

So, why do you need Renter's Insurance?

- **To protect yourself from liability.**
- **To protect your possessions and to replace them in the event of a loss.**
- **To protect yourself financially.**
- **To provide you with temporary living coverage if your residence is damaged.**
- **To insure you will have someone on your side when the unexpected happens.**

The owner's insurance DOES NOT cover your personal property, food spoilage or costs associated with loss of use of the property, i.e., lodging, if needed.

You should verify that your renter's insurance policy covers such events.

NO FLAMABLES are allowed to be brought into the Apartments and Duplexes. BAR-B-Que pits are to be used 15 feet away from the building when in use.

Rhino/OBLIGO Insurance – Security Deposit

If tenant has opted to have a Rhino/OBLIGO Policy versus a traditional cash security deposit, tenant understands that they must maintain this policy throughout the lease. Payments will be made directly to Rhino/OBLIGO. **If Re-Homing Texas receives a notice that the policy is behind in payment, Re-Homing Texas reserves the right to require tenant to pay the traditional security deposit amount in full.**

REFRIGERATORS

Some of our owners DO NOT warrant refrigerators. To find out, please check your lease agreement. If the property has a non-warranted refrigerator and it becomes inoperable after the first 30 days of the lease, it will



be your responsibility and expense to repair.

Repair of a unit at your expense does not make it your property. If you choose to replace the unit, please contact our office so we can amend our records and arrange removal of the unit.

Do not dispose of an inoperable unit without written permission from RE-Homing Texas.

If you have your own refrigerator that you wish to use and there is a refrigerator already in the property, contact management regarding proper storage of the

rental unit.

If you store it in the garage, it will need to be plugged in and running. A refrigerator is not a toy; please teach your children the dangers of playing in and around refrigerators.

RENTAL VERIFICATIONS

We often receive requests from mortgage companies and other landlords wanting a verification of a tenant's rental history. They usually want this information filled out and faxed back to them immediately. We are happy to comply.

However, if you are a current resident or have been within the past 12 months we require a \$20.00 processing fee in order to cover the costs and time associated in performing this service. If you are a past resident beyond a year the fee is \$30.00.

RE-SCHEDULING APPOINTMENTS

We always try to contact tenants either by phone or by mail before we enter the property. Sometimes there are problems setting up inspections and scheduling maintenance.

Consequently, if you reschedule an appointment, you will be charged a \$75.00 rescheduling fee. If you break or reschedule 2 appointments, we will use a key.

The lease agreement gives us permission to enter the property after trying to contact you.

RETURNED CHECKS



The consequences of a rent check being returned to us for non-sufficient funds (NSF) are costly.

After receiving an NSF check, we may no longer accept your personal check for payments of future rents.

If your rent check comes back NSF, it is as if the rent has never been paid. At that point, it costs you a \$75 NSF check fee, plus the late charges printed in your lease.

Once we have informed you that your check was returned NSF, you have 24 hours to make your NSF check good with a money order or cashier's check. RE-Homing Texas will not accept a personal check.

Failure to do so will leave us no option but to deliver a "Notice to Quit or Vacate", which is an eviction notice demanding that you pay immediately or move. This is a legal step we must take to protect the owner's rights and will cost you an additional \$100.

We realize that at times an NSF check is the result of a bank error. If this is the case, you must provide us with a letter from your bank stating it was their error in order for us to continue to accept your personal checks.

The \$75 NSF fee must still be paid regardless of the reason. NSF rent checks will not be re-deposited.

SEWER STOPPAGE

Your lease agreement clearly states that the tenant is responsible for the cost to correct plumbing stoppages and sewer stoppages caused by the tenant's use.

If a sink or sewer line needs auguring due to a stoppage caused by tenant's misuse, the tenant will be charged the full expense.

If the stoppage is due to a collapsed line or if tree roots cause sewer line breakage, the owner will be responsible for the charge.

SMOKE ALARM



Your safety is very important to us.

Tenant will test the smoke detector within one hour after occupancy and inform Re-Homing Texas immediately if smoke detector is not working properly.

In order to test the smoke detector, it is necessary to push the “push to test” button on the detector for about 5 seconds. If operating properly, the alarm will sound.

Smoke alarms are for your safety, please test them every thirty days and replace batteries if necessary. Normally the smoke alarm will emit a beeping sound when the batteries are losing their charge.

It is Tenant’s responsibility to replace the batteries.

If a smoke alarm doesn’t work after replacing the batteries, call RE-Homing Texas for repair or replacement.

We urge you to make a regular inspection of your home for potential fire hazards such as stored flammable liquids or overloaded wall outlets and to keep a fire extinguisher on hand.

In case of fire call the fire department or 911 first. Once Tenants, Occupants and Guests are safe, call the office as soon as possible.

THERMOSTAT



Do not switch your thermostat quickly from COOL to HEAT or from HEAT to COOL. First switch the unit to off and wait until it stops running, then switch to heat or cool. Failure to do so may cause permanent damage to your unit and could result in a charge to you for repair and/or replacement.

In hot weather, set the selector switch to “COOL” and set the fan switch to “AUTO”. Set the controls between 75 and 80 degrees to provide maximum cooling. Setting them lower will not cool the home any faster.

The A/C will only function efficiently when all doors and windows are closed. Keep your window coverings closed during the day, keep the A/C filter clean and keep return air grills clear of furniture and boxes in order to allow unobstructed delivery of cool air to your home.

Do not store anything on or around your air conditioning unit. This could impair circulation, resulting in higher electric bills, and cause permanent damage to the unit.

USE OF ATTIC

Tenant may not enter or use attic for storage and will be responsible for any damage caused by disregarding this regulation.

UTILITIES PHONE NUMBERS

Unless otherwise indicated in the lease, utilities are the responsibility of the tenant. Listed below are the telephone numbers to call to have utilities turned on and off.

When it is time to switch from cooling to heating, City Public Service Board will assist you in lighting your furnace for a minimal service fee. Please contact each entity directly for their current rates and deposits.

City Public Service	(210) 353-2222
San Antonio Water System Board	(210) 704-7297
Allied Waste/BFI Garbage	(210) 648-5222
City of Cibolo Water, Sewer, Garbage	(210) 658-9900
City of Selma	(210) 651-6661

City of Universal City Utilities	(210) 659-0371
Converse Water	(210) 658-1965
GVEC (Guadalupe Valley Electric Co-Op)	(210) 658-7033

Wilson County Property Phone Numbers

FELPS	(830) 216-7000
City of Poth	(830) 484-2111
Oak Hills Water	(830) 393-7739
City of Floresville	(830) 393-3105
Centerpoint	(800) 427-7142

Citizen's Home Solution will contact you to connect utilities for you as a concierge service. If your home is serviced by one of the other 19 water companies, the San Antonio Water System will provide the name and phone numbers.

If you are in the military, you may want to check with your base housing office for any discounts on utility deposits.

VIOLATION NOTICES

We spend a great deal of time notifying tenants of lease violations and following up to make sure that they are corrected.

Consequently, we charge a \$20.00 - \$50.00 fee for sending a lease violation notice, depending on the type of violation.

Examples of lease violations are: not maintaining the yard, not changing and/or using the correct A/C filter, not maintaining batteries in smoke alarm or following other stipulations listed in the lease agreement or in these lease rules and regulations.

WALLS

Please do not use sticker-type hangers, since the adhesive is difficult to remove from the wall. We suggest the use of "bulldog" type picture hanger when hanging pictures. This type of hanger leaves a smaller hole and creates less wall damage. **You CAN NOT change the color on your walls.**

For questions about items that are heavy or difficult to hang, please call the office.

Mirror tiles, contact paper, wallpaper or other wall coverings with adhesive backing are not permitted. If you wish to change existing wallpaper, please contact the office first for written approval.

You are financially responsible for removing nails and repairing any damage to wall or ceilings.

WASTE DISPOSAL



Toxic waste such as oil, antifreeze, batteries and solvents must be disposed of in accordance with the rules and regulations set forth by the city/county.

Garbage must be placed in proper containers in accordance with city and/or county policy.

Garbage cans and recycling bins must be stored out of sight to the public when not set out for pick-up.



If there is a dumpster on site at your facility all trash should be thrown away properly and pick up any residual not leaving your items outside of the dumpster.

WATER AND ELECTRICITY SHUT OFF

Tenants are required by the lease agreement to know the location and operation of



the main water cut-off valve and all electric breakers. Additionally, Tenants are responsible to know how to switch the valve and breakers off, if needed, to mitigate any potential damage to the property.

Purchase a key to operate the water cut-off valve on the water meter at any of the major hardware stores.

WATER SOFTENER

If rental home is equipped with a water softener, Tenant is required to maintain the salt levels in the salt tank so that the unit will operate properly.



WATERING YARD

Please remember that in your lease it is your responsibility to water the yard as needed to maintain healthy grass and other vegetation. If you do not, you could be held financially responsible for completely re-sodding the yard upon your move-out.

WATERING YARD AND FOUNDATION

It is crucial to water the yard and the foundation of the property.

Foundations are prone to shifting because our clay-like soils shrink and swell due to moisture changes, whether rain or drought.

Consequently, we must water our foundations as well as our yard at reasonable and appropriate times in order to minimize/prevent the cracking of the foundation and possible shifting of the home.

To help you in your effort please refer to the following guidelines:

- a. When watering the yard, ensure the sprinkler is putting water against the base of the foundation. Leave the water on for 30 minutes to one hour, two to three times a week or according to the city mandated watering schedule.
- b. It is best to water the foundation late in the evening. Make sure you are watering uniformly around the entire foundation. If the soil is pulling away from the foundation, you are not putting enough water around the house.

During drought conditions there may be times when different areas or water districts start water rationing or other restrictions. Please remember to follow all of those rules. Refer to the local water company to determine what “Stage Restriction” the property is currently under and the watering time and dates for your address.

WEBSITE

The following forms are available on our website, www.ReHomingTexas.com:

- Maintenance Request Form (You can submit this form online.)
- Rental Application
- 30 Day Notice to Vacate
- Tenant Information Sheet
- Rental Application Screening and Processing Criteria
- Rules and Regulations
- Move-Out Procedures

Tenants approved for ACH bank transfers may also pay online via our website.

WINTER CONDITIONS

It is extremely important that you stay abreast of cold weather reports throughout the winter. Any extended period of below freezing could cause unprotected water pipes to freeze and burst.

When it is time to switch from cooling to heating, City Public Service will assist you in lighting your furnace for a minimal service fee.

In the event of severe, freezing weather:

- Heat must be maintained at a minimum of 65 degrees Fahrenheit in order to protect the property.
- Exterior faucets and exposed water lines must be adequately protected by wrapping, insulating or covering.
- Allow inside and outside faucets to slowly drip. Drip both HOT and COLD water.
- Open cabinet doors to expose plumbing fixtures so that these spaces will be heated.

If Tenant is going to be away from the property for the day or an extended period of time it is very important that he or she does not turn the heat off. Please leave the thermostat on 65 degrees minimum.

These precautions are essential in order to avoid substantial damage to the property from broken pipes. If you have negligently failed to take these precautions, you **will** be liable for damages to the property.

YARD MAINTENANCE

Tenant is responsible for the up keep of the lawn, shrubbery, and trees on a continual basis. This includes cutting, weeding, edging, trimming, reseeding if needed, watering and trimming trees and shrubs. Remember, the exterior appearance of the home reflects the living conditions of the residents.



Grass must not be higher than 6 inches.

The area around the driveway, sidewalks, curbs and gutters are considered. The area need to be kept free of weeds, grass, and leaves.

Shrubs must not be higher than the bottom of the window.

This is for aesthetic and security reasons.

PROCEDURES FOR REQUESTING MAINTENANCE

All routine and non-urgent maintenance requests, per your lease, must be put in writing providing your name, daytime and evening telephone numbers, address and specific problem or repair.

Normal repairs are done during normal business hours. (9:00 am - 4:00 pm Monday - Friday).

We do not have maintenance personnel standing-by evenings, weekends and holidays. If you have a valid emergency that cannot wait until the next business day, call **210-390-9000** and follow the instructions for an emergency repair.

All repair request (even emergency ones called into the office) must be submitted in writing via the tenant portal located at www.ReHomingTexas.com.

Phone calls alone are not a valid way to submit a maintenance request.

MAINTENANCE EXPENSE/SERVICE CALLS

In accordance with your lease, you may be responsible for a portion of each service call. You will not be charged for repairs made to structural items, unless caused by a malicious or improper act.

The Texas Real Estate Commission has categorized the following as items as follows:

STRUCTUAL

Roof leak due to normal wear and tear
Load bearing walls
Water penetration
Fireplaces and Chimneys
Floors

NON-STRUCTUAL

Swimming Pools and Maintenance Equipment
Air Conditioning and Heating Repairs
Appliance Repairs
Plumbing Repairs
Sprinkler Repairs
Gas Lines
Electrical System

If our repairman reports that a problem was caused by your negligence or neglect, you will be billed the total expense of the repair bill.

If you call a repairman in place of properly submitting a maintenance request to RE-Homing Texas, we cannot reimburse you for the amount of the bill.

EMERGENCY REPAIRS



DETERMINE IF IT IS AN EMERGENCY OR A NON-EMERGENCY ITEM.

After hours service calls for non-emergency repairs will be billed to Tenant.

Few problems are classified as emergencies.

An emergency is defined as: Anything relating to the property under the lease that is threatening to life, health or the property.

Emergency repairs (as defined below) should be reported immediately.

- A. **FREE FLOWING WATER:** Turn off water valve or exterior water main until contractor arrives.
- B. **ELECTRICAL PROBLEMS:** Check all the breakers by flipping them hard to the OFF position and then hard to the ON position and reset any and all GFI breakers (these are the little buttons sometimes found on outlets in bathrooms, kitchens, laundry rooms, and garages. If a wall switch or outlet begins to smoke or smell like it is burning, turn off the switch or unplug items from the outlet. Do not use again until repaired.
- C. **MAIN SEWER LINE BACKING UP:** If you have a main sewer line clog do not run any water until the line is cleared (toilets, showers, dishwashers, washer machines, etc.) Any water used will only back up in to the property.
- D. **GAS ODOR:** If you suspect an appliance is leaking, turn the gas off at the appliance, open window and doors as necessary and call the office
- E. **NO HEAT** when temperature is below freezing.
- F. **EXTERIOR DOOR LOCKS:** If temporary measures can be taken until business hours resident should wait until regular hours before contacting management.



Maintenance problems in the following category **ARE NOT CONSIDERED TO BE AN EMERGENCY** and will not be acted on until the next business day. Please do not expect a return to normal service sooner.

- **Air conditioning problems:** Lack of air-conditioning or heat, (unless temperatures are forecast to be

below freezing) is not considered to be an emergency. However, RE-Homing Texas will make a diligent effort have the problems rectified as quickly as possible.

- **No hot water**
- **Cracked or damaged windows:** If the window is completely broken and is a security concern, then contact RE-Homing Texas immediately.
- **Homes with two (2) complete bathrooms; toilet stoppage in one of the bathrooms:** Should one of your toilets overflow, immediately turn off the water supply to the tank by turning the handle located under the tank.
- **Refrigerator:** Landlord is not liable for loss of food caused by appliance breakdown

NON-EMERGENCIES

All routine and non-urgent maintenance requests, per the lease, must be put in writing providing name of Tenant, daytime and evening telephone numbers, address and specific problem or request.

Please submit all repair requests, including phoned-in emergency repairs, in writing via the tenant portal.

Phone calls alone are not a valid way to submit a maintenance request.

Non-Emergencies include non-working dishwasher, non-working oven, no hot water etc.

Normally, for NON-EMERGENCIES, maintenance personnel will not be able to make an immediate appointment.

Be sure to call the maintenance person or the office if you are unable to keep the appointment. Tenant's failure to show will cause Tenant to be fined.

If no action is taken within 2-3 business days, call RE-Homing Texas. We will contact the maintenance personnel to determine the cause of the delay and inform you as to when service can be expected.

If there is still a problem after a recent repair has been completed, call RE-Homing Texas. A recent repair is defined as any repair made within the last 30 days.

If you fail to report this and there is further damage, you may be responsible for the cost of the damage.

IT IS THE RESPONSIBILITY OF THE TENANT TO REPORT ALL REPAIR / MAINTENANCE PROBLEMS.

Failure to promptly report maintenance problems could cause Tenant to be financially responsible for damages!

Inform RE-Homing Texas immediately of any and all:

- Signs of mold in the property.
- Toilet and faucet leaks and any plumbing backup
- Electrical problems
- Heating and air-conditioning problems
- Inoperative smoke detectors
- Faulty appliances which are included in Rental Agreement
- Roof leaks
- Gas leaks
- Broken windows and doors

- Any unsafe, unhealthy or dangerous condition
- Major pest control items such as bees, cockroaches, mice, rats, termites or other infestations.

TENANTS WILL BE RESPONSIBLE FOR TRIP CHARGES AND/OR REPAIR COSTS:

- If there is a service call and the problem is a tripped breaker or GFI plug.
- If a faulty oven is reported when the oven is on time bake and is not defective.
- When sewer stoppage is caused by debris in line such as toys, tools, diapers, rags, sanitary napkins, excessive toilet paper, etc. which was placed there by Tenant, Occupants or their guests. (Owner is responsible for broken lines.)
- If Tenant fails to report necessary repairs.
- If Tenant fails to meet a repair person at an assigned appointment and there is a vendor charge. If Tenant locks a repair person out although a key is authorized.
- If Tenant reports a repair which does not require service.
- If Tenant changes lock or locks and does not provide office with 2 keys, Tenant will also be charged \$75.00 PLUS the cost of re-keying locks.
- If Tenant prevents property management personnel from gaining access to property for showing to prospective tenants, repairs, inspection or any reason for which property management personnel may lawfully enter the property (\$75.00 per occurrence). In addition, Tenant will be in violation of the lease and landlord can exercise remedies set forth in the lease agreement.
- **For replacing doors, jambs, broken glass and/or windows caused by forced entry, TENANT will be held financially responsible as per the lease.**



TENANTS WILL:

- NOT wash draperies. Call RE-Homing Texas for instructions on all window coverings.
- NOT perform electrical work. This does not include changing light bulbs or batteries.
- NOT change walls, woodwork, flooring, landscaping of the property without permission from RE-Homing Texas.
- NOT perform repairs of any type.
- NOT store items next to the furnace or water heater.
- NOT park on the grass or park more vehicles than are authorized in the lease agreement, or keep inoperative vehicles on the premises without permission from RE-Homing Texas.
- NOT deduct any unauthorized or pre-authorized maintenance expense from the rent.

RESIDENTS OF COUNTRY SIDE APARTMENTS ONLY

- NO WATER BEDS ALLOWED
- Exterior of apartments must be kept clean, bicycles, patio furniture, grills and plants are permitted, but must be kept next to the apartment. Any other items must be taken to a storage facility.
- No washing vehicles on premises
- No working on vehicles on premises or in the apartment
- Motor vehicles or trailers cannot be stored on property

We are here to maintain the property in a safe and habitable condition and to service Tenant and Tenant's needs as efficiently as possible. However, we must also protect the owner and his/her financial position so that they can afford to maintain the property and to avoid frivolous or excessive costs.

We reserve the right to make changes in our lease rules and regulations.

From time to time we find the need to make changes in our Rules and Regulations, due to revisions of the Texas Property Code, City Codes or changes in our Policy and Procedures without prior notice.

Violations of these guidelines shall constitute a breach of the TAR Lease Agreement.

In any case where a conflict appears between these guidelines and the TAR Lease Agreement, the conflict shall be resolved in favor of the TAR Lease Agreement.

Tenant _____ Date _____

Tenant _____ Date _____



ANIMAL AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. ANIMAL AUTHORIZATION AND DESCRIPTION:

- (1) An assistance animal is required to be reported to the Landlord with accompanying documentation. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.

Misrepresentation of an assistance animal is a violation of Texas law and may be a punishable offense.

- (2) Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect) other than an assistance animal, unless specifically authorized by this agreement.

- (3) Tenant may keep only the following animal(s) on the Property until the above-referenced lease ends.

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

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B. CONSIDERATION: This Paragraph does not apply to assistance animals. In consideration for Landlord's authorization for Tenant to keep the animal(s) described in Paragraph A on the Property, the parties agree to the following. (*Check any one or any combination of the following.*)

☐ (1) Tenant will pay an animal deposit of \$ _____ on or before _____. The animal deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the animal is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.

☐ (2) Tenant will pay a monthly animal fee in the amount of \$ _____ which is due concurrently with rent payment as referenced in Paragraph 5 of the lease.

☐ (3) Tenant will pay a one-time, non-refundable animal fee of \$ _____ on or before _____

C. ANIMAL RULES: Tenant must:

- (1) take all reasonable action to ensure that any animal does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any animal;
- (3) keep the rabies shots of any animal current;
- (4) confine any animal, when outside, by fences or on leashes under Tenant's control;
- (5) confine any animal, that is not an assistance animal, in an appropriate enclosure for the type of animal;
- (6) promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any animal.

D. ACCESS: Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING ANIMALS:

(1) Is Tenant aware of whether any of the animals described under this addendum has ever bitten or injured another person? ☐ Yes ☐ No

If yes, explain: _____
_____.

(2) Is Tenant aware of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone? ☐ Yes ☐ No

If yes, explain: _____
_____.

F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
 - (a) any damage to the Property or any item in the Property caused by any animal;
 - (b) any personal injuries to any person caused by any animal; and
 - (c) any damage to any person's property caused by any animal.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the flooring, doors, walls, window coverings, furniture, appliances, sod, yard, fences, or landscaping.

Animal Agreement concerning _____

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any animal or Tenant.

H. DEFAULT: If Tenant breaches any provision in this Animal Agreement, Landlord may, in addition to all remedies described under Paragraph 9B of the lease, immediately terminate authorization for Tenant to keep any animal on the Property. Upon such termination, Tenant must immediately remove any such animal from the Property.

I. SPECIAL PROVISIONS:

1) \$25 pet processing fee, per pet, payable to Re-Homing Texas LLC. Monthly pet fee is based on the pet screening application. Your paw score fee is \$*. This is due monthly along with rent, no later than the 3rd. Late fees may apply if not paid on time.

2) Tenants must provide indoor kennel for each pet. Whenever tenant is away from the house and an appointment is scheduled to enter the property by management, agents or management representative, pets will be kenneled.

3) Upon move out tenant will have flooring professionally cleaned and pet/pest control treatment.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management
agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: _____

Firm Name: Re-Homing Texas LLC