
STATE OF TEXAS

RESIDENTIAL LEASE AGREEMENT

Governed by the Texas Property Code (Tex. Prop. Code) and the Servicemembers Civil Relief Act.
Legally audited and corrected through 2026.

PREMISES ADDRESS	_____ _____	UNIT / APT #	_____
CITY	_____ _____	TX ZIP	_____
COMMENCEMENT DATE	_____ _____	EXPIRATION DATE	_____ _____
MONTHLY RENT (\$)	_____ _____	SECURITY DEPOSIT (\$)	_____ _____
LANDLORD FULL NAME / ENTITY	_____ _____	PHONE	_____
TENANT NO. 1 FULL NAME	_____ _____	TENANT NO. 2 FULL NAME	_____ _____

Addenda incorporated into this Lease (all required): Addendum A -- Move-In/Move-Out Checklist | Addendum B -- Appliance Inventory | Addendum C -- Flood Disclosure (Tex. Prop. Code §92.0135, required separate document) | Addendum D -- Security Devices (§92.151) | Addendum E -- Parking/Towing Rules (§92.0131, if applicable)

This Lease Agreement is legally binding upon execution. Both parties are advised to read the entire Agreement and all Addenda before signing. Audited for compliance through 2026 per Texas Property Code.

THIS RESIDENTIAL LEASE AGREEMENT (this "Lease") is entered into as of the Commencement Date set forth on the cover page, by and between the Landlord and Tenant(s) identified in Article 1 (collectively, the "Parties"). The Parties agree as follows:

ARTICLE 1. PARTIES

1.1 Landlord. The Landlord under this Lease is:

Full Legal Name or Entity: _____

Managing Agent (if any): _____

Mailing Address for Notices: _____

City, State, ZIP: _____

Telephone: _____

Email Address: _____

Emergency Maintenance Phone (required -- §92.020): _____

1.2 Tenant(s). Each adult who will reside in the Premises must be listed below and must sign this Lease. Each Tenant is jointly and severally liable for all obligations hereunder:

Tenant No. 1 -- Full Legal Name: _____

Tenant No. 2 -- Full Legal Name (if applicable): _____

Tenant No. 3 -- Full Legal Name (if applicable): _____

1.3 Minor Occupants. Minor children (under 18) who will reside in the Premises: _____ (or "None").

1.4 Landlord Identity Disclosure (Tex. Prop. Code §92.201). Landlord discloses that the person identified in §1.1 is authorized to manage the Premises and to accept service of process on Landlord's behalf. Upon Tenant's written request, Landlord shall provide this information in writing within seven (7) days. Failure to do so entitles Tenant to one (1) month's rent + \$100 + attorneys' fees, or unilateral lease termination.

1.5 Emergency Phone Number (Tex. Prop. Code §92.020). Landlord's emergency phone number for repairs and maintenance is listed in §1.1 above and shall be kept current throughout the Lease Term. This number must be provided to Tenant before or upon move-in.

Tex. Prop. Code §92.201 (landlord identity); §92.020 (emergency phone number)

ARTICLE 2. PREMISES

2.1 Demised Premises. Landlord hereby leases to Tenant(s) the residential dwelling unit (the "Premises") located at:

Street Address: _____

Apartment / Unit No.: _____

City: _____

State TX ZIP: _____

2.2 Appurtenant Spaces. Check all that apply:

Parking Space No. _____ (see Addendum E -- Parking Rules for full policy)

Garage Space No. _____

Storage Unit: _____

Other: _____

2.3 Residential Use Only. The Premises shall be used and occupied solely as a private residential dwelling for the named Tenant(s) and Minor Occupants. No trade, business, or commercial activity shall be conducted without Landlord's prior written consent.

2.4 Condition at Commencement. Landlord represents that the Premises is, to Landlord's actual knowledge, in habitable condition on the Commencement Date, all systems are in working order, and all material defects known to Landlord have been disclosed in writing prior to execution of this Lease.

Tex. Prop. Code §92.052-§92.061 (habitability)

ARTICLE 3. LEASE TERM

3.1 Fixed Term. This Lease commences on _____ ("Commencement Date") and expires on _____ ("Expiration Date"), unless sooner terminated in accordance with this Lease or applicable law.

3.2 Month-to-Month Termination Notice. If this Lease converts to or operates as a month-to-month tenancy, either party may terminate upon **one (1) calendar month's** written notice to the other party (Tex. Prop. Code §91.001).

3.3 Holding Over. If Tenant remains in possession after the Expiration Date without Landlord's written consent, Tenant shall be a month-to-month tenant at **150%** of the last Monthly Rent until vacatur or a new written agreement is executed. All other Lease terms remain in effect.

3.4 Renewal Notice. If Landlord intends to offer renewal at different terms or a different rent, Landlord shall provide written notice within a commercially reasonable time before the Expiration Date.

Tex. Prop. Code §91.001 (notice to terminate month-to-month)

ARTICLE 4. RENT

4.1 Monthly Rent. Tenant shall pay Landlord \$ _____ per month, due and payable **in advance on the first (1st) day of each calendar month**, without demand, deduction, or offset except as expressly permitted by law.

4.2 Prorated First Month. If the Commencement Date is not the first of the month, the prorated rent for the partial first month shall be \$ _____, due upon execution of this Lease.

4.3 Payment Method. Rent shall be paid by:

- Personal Check
- Certified / Cashier's Check
- Money Order
- Electronic Transfer / ACH / Zelle

Payable to (Name): _____

Mailing Address / Account Details: _____

4.4 Grace Period. Pursuant to Tex. Prop. Code §92.019, no late fee may be charged unless rent remains unpaid for at least **two (2) full days** after the date rent is due. The grace period does not extend the legal due date of rent. Acceptance of late rent shall not constitute a waiver.

4.5 Late Fee. If rent remains unpaid after the two-day grace period, a late fee of \$ _____ shall be due (alternatively, ___% of the monthly rent per day, not to exceed \$ _____). This fee must be reasonable and is not a penalty. It is enforceable only because it is stated in this Lease (Tex. Prop. Code §92.019).

4.6 Returned / Dishonored Payment Fee. A fee of \$ _____ per occurrence shall be charged for each returned check or failed electronic payment (Tex. Prop. Code §92.019). This fee is

enforceable only because it is stated in this Lease. After one (1) returned payment, Landlord may require all future payments by certified check, money order, or bank check.

4.7 Cash Payment Receipt and Record-Book (Tex. Prop. Code §92.011). Landlord shall accept Tenant's timely cash rental payment unless this Lease requires another payment method. Upon receiving any cash payment, Landlord shall: (a) provide Tenant with a written receipt; AND (b) enter the payment date and amount in a record book maintained by Landlord. Failure to comply entitles Tenant to the greater of one (1) month's rent or \$500 per violation plus court costs and attorneys' fees.

Tex. Prop. Code §92.019 (late fees -- 2-day grace, must be in lease); §92.011 (cash payments -- receipt + record book required)

ARTICLE 5. SECURITY DEPOSIT

5.1 Amount. Tenant has deposited with Landlord \$ _____ as a security deposit. Texas law imposes no statutory cap on security deposits (Tex. Prop. Code §92.102).

5.2 Holding. Landlord shall hold the Security Deposit in a safe place. Texas law does not require a separate escrow account or interest payments on residential security deposits.

5.3 Permissible Deductions. Landlord may deduct only: (a) unpaid rent; (b) charges for which Tenant is liable under this Lease or applicable law; and (c) cost to repair damage beyond normal wear and tear (Tex. Prop. Code §92.104). Deductions for normal wear and tear are prohibited.

5.4 Return and Itemized Statement. Within **thirty (30) days** after Tenant surrenders possession and returns all keys, Landlord shall: (a) return the full Security Deposit; or (b) return the balance after lawful deductions with a written, itemized statement specifying each deduction and its dollar amount. If Tenant disputes the itemization in writing within 30 days, Landlord then has 60 days to respond (Tex. Prop. Code §92.103-§92.104).

5.5 Bad Faith Withholding -- Penalty. A Landlord who in bad faith retains a Security Deposit or fails to provide the required itemized statement is liable for: (a) the amount wrongfully withheld; (b) three (3) times the amount wrongfully withheld; (c) \$100.00; and (d) Tenant's reasonable attorneys' fees (Tex. Prop. Code §92.109). 'Bad faith' means an act or omission with no reasonable justification.

5.6 Forwarding Address. Tenant must provide Landlord a written forwarding address after vacating to trigger the 30-day return clock. Landlord is not liable for a wrongful withholding claim if Tenant fails to provide a forwarding address.

Tex. Prop. Code §92.102 (no cap); §92.103 (30-day return); §92.104 (deductions); §92.109 (bad faith: 3x + \$100 + attorneys fees)

ARTICLE 6. UTILITIES AND SERVICES

6.1 Allocation. Responsibility for each utility is allocated below. Tenant shall establish accounts in Tenant's own name for all items allocated to Tenant, prior to the Commencement Date.

Utility / Service	Landlord	Tenant	N/A
Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas / Heating Fuel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water and Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trash and Recycling Collection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet / Cable / Satellite	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn Care and Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Control (routine preventative)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pool Maintenance (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6.2 Utility Cutoff Prohibition (Tex. Prop. Code §92.301). Landlord may not interrupt, terminate, or cause the interruption of any utility service to the Premises -- including water, wastewater, gas, or electric -- as a method of enforcing this Lease or compelling Tenant to vacate. Violation entitles Tenant to one (1) month's rent + \$1,000 + actual damages + attorneys' fees.

Tex. Prop. Code §92.301 (utility cutoff prohibition and penalties)

ARTICLE 7. CONDITION; MAINTENANCE; REPAIR AND HABITABILITY

7.1 Move-In Condition Form (Tex. Prop. Code §92.101). Landlord shall provide Tenant a written inventory and condition form (Move-In/Move-Out Condition Checklist, Addendum A) at or before the time Tenant takes possession. Tenant shall have **forty-eight (48) hours** after move-in to complete the form noting existing defects and return a copy to Landlord. If Landlord fails to provide the form, Landlord may not deduct from the Security Deposit for conditions that could have been documented.

7.2 Landlord's Duty to Repair (Tex. Prop. Code §92.052-§92.061). Landlord shall make a diligent effort to repair or remedy a condition that materially affects the physical health or safety of

an ordinary tenant within a reasonable time after receiving written notice from Tenant. Courts generally consider seven (7) days reasonable for urgent health/safety conditions; up to thirty (30) days for non-urgent issues.

7.3 Tenant's Remedies for Failure to Repair (Tex. Prop. Code §92.056). If Landlord fails to repair within a reasonable time after proper written notice, Tenant may: (a) terminate this Lease and vacate; (b) have the repair made by a licensed contractor and deduct the cost from rent (up to one month's rent or \$500, whichever is greater, per repair occurrence); or (c) file suit for rent reduction, actual damages, court costs, and attorneys' fees. Tenant must follow the statutory notice procedures in §92.056 to exercise these remedies.

7.4 Tenant's Maintenance Obligations. Tenant shall: (a) keep the Premises clean and sanitary; (b) use all fixtures and appliances properly; (c) promptly notify Landlord in writing of conditions needing repair; and (d) not cause waste, damage, or deterioration beyond ordinary wear and tear.

7.5 Smoke Detector Compliance (Tex. Prop. Code §92.251-§92.264). Landlord shall install smoke detectors in each bedroom and outside each sleeping area before Tenant takes possession. Tenant shall not disable, tamper with, or remove any smoke detector. Landlord shall repair or replace a malfunctioning detector within seven (7) days of Tenant's written request. These obligations cannot be waived.

Tex. Prop. Code §92.052-§92.061 (habitability/repair); §92.056 (tenant remedies); §92.101 (move-in form); §92.251-§92.264 (smoke detectors)

ARTICLE 8. SECURITY DEVICES

8.1 Required Devices (Tex. Prop. Code §92.153). Landlord shall, at Landlord's expense and before Tenant takes possession, equip the Premises with the following security devices: (a) a window latch on each window; (b) a doorknob lock or keyed deadbolt on each exterior door; (c) a sliding door pin lock or sliding door security bar on each sliding glass door; and (d) a keyless bolting device (door viewer / peephole) on each exterior door that has a door viewer, where required.

8.2 Tenant's Right to Request Additional Devices. Tenant may request in writing that Landlord install, repair, change, replace, or add a security device. Landlord shall comply within a reasonable time. Landlord may require Tenant to pay for a rekeying or additional device requested solely by Tenant (not required by law). Tenant may not waive the right to security devices required by law.

8.3 Rekeying. Landlord shall rekey all locks on exterior doors at Landlord's expense not later than the seventh (7th) day after each new tenant takes possession (Tex. Prop. Code §92.156).

8.4 Tenant Remedies for Non-Compliance. If Landlord fails to install or repair required security devices after proper written notice, Tenant may: (a) have the device installed or repaired and deduct the cost from rent; (b) unilaterally terminate the lease; or (c) obtain a court order and damages (Tex. Prop. Code §92.165).

Tex. Prop. Code §92.151-§92.170 (security devices); §92.153 (required devices); §92.156 (rekeying); §92.165 (tenant remedies)

ARTICLE 9. LANDLORD'S RIGHT OF ENTRY

9.1 Advance Notice. Texas law does not specify a statutory number of hours of advance notice for landlord entry in non-emergency situations. Landlord shall provide Tenant with reasonable advance written notice before entering for non-emergency purposes (inspections, repairs, showings). Twenty-four (24) hours is considered commercially reasonable notice. Entry shall be at reasonable hours.

9.2 Emergency Entry. Landlord may enter without prior notice in genuine emergencies posing imminent risk to persons or property. Landlord shall notify Tenant in writing as soon as reasonably practicable thereafter.

9.3 Quiet Enjoyment. Landlord covenants that Tenant shall peaceably hold and enjoy the Premises without interference. Landlord shall not use entry rights to harass Tenant (Tex. Prop. Code §92.004 -- harassment is a criminal offense).

Tex. Prop. Code §92.004 (landlord harassment -- criminal offense)

ARTICLE 10. ALTERATIONS AND IMPROVEMENTS

10.1 Written Consent Required. Tenant shall not make any alteration, improvement, addition, or installation without Landlord's prior written consent. All approved work shall comply with applicable building codes and permit requirements.

10.2 Restoration. Landlord shall notify Tenant in writing no later than thirty (30) days before the Expiration Date whether approved alterations must be removed and the Premises restored. Absent such notice, Tenant need not restore approved alterations.

10.3 Reasonable Modifications -- Disability. A Tenant with a disability may, upon written request, make reasonable modifications at Tenant's expense as necessary to afford full enjoyment of the Premises. Landlord shall respond within thirty (30) days (Fair Housing Act; 42 U.S.C. §3604).

42 U.S.C. §3604 (Fair Housing Act)

ARTICLE 11. ASSIGNMENT AND SUBLETTING

11.1 Consent Required. Tenant shall not assign this Lease or sublet all or any part of the Premises without Landlord's prior written consent in each instance (Tex. Prop. Code §91.005).

11.2 Request Procedure. Tenant shall submit a written request including the proposed subtenant's or assignee's full name, current address, employer, income information, and references. Landlord shall respond within a reasonable time. Unauthorized subletting is a material breach of this Lease.

11.3 Continuing Liability. Consent to any subletting or assignment shall not release original Tenant from liability unless Landlord expressly agrees in writing.

Tex. Prop. Code §91.005 (subletting)

ARTICLE 12. PETS

12.1 Pet Policy. (Check one):

No pets or animals of any kind are permitted on the Premises.

Pet(s) are permitted subject to the terms below:

Approved pet(s) -- Type / Breed / Weight / Number: _____

One-time Pet Deposit (\$): _____

Monthly Pet Rent (\$/month): _____

12.2 Assistance Animals. Service animals and emotional support animals are not "pets" under the Fair Housing Act and applicable Texas law. They are not subject to pet deposits, pet rent, breed restrictions, or size limits. Tenant shall submit a written accommodation request; Landlord shall respond within thirty (30) days.

ARTICLE 13. PROHIBITED CONDUCT

13.1 Restrictions. Tenant, household members, and guests shall not engage in:

- Any illegal activity on or about the Premises or building;
- Conduct constituting a nuisance or materially interfering with the quiet enjoyment of other occupants or neighboring properties;

- Smoking of tobacco, cannabis, or any substance inside the Premises or common areas, unless expressly permitted by signed written addendum;
- Permitting unauthorized occupants to reside in the Premises for more than _____ consecutive days or _____ aggregate days in any twelve-month period without Landlord's prior written approval;
- Commercial, business, or non-residential use without Landlord's prior written consent;
- Storage of flammable liquids, explosives, or other hazardous materials.

ARTICLE 14. DEFAULT AND REMEDIES

14.1 Events of Default. Tenant is in default upon:

- Failure to pay rent when due (after the two-day grace period expires, Landlord may serve a written Notice to Vacate pursuant to Tex. Prop. Code §24.005; a three-day notice is standard for non-payment);
- Material breach of any non-monetary covenant not cured within _____ days (not less than three (3)) after written notice from Landlord;
- Abandonment of the Premises prior to the Expiration Date; or
- Criminal activity on or about the Premises.

NOTICE: SELF-HELP EVICTION IS EXPRESSLY PROHIBITED IN TEXAS

Landlord may NOT, without a court order and writ of possession: change or add locks; remove doors, windows, or fixtures; interrupt, terminate, or cause interruption of any utility service; or remove Tenant's personal property.

Illegal lockout penalties (Tex. Prop. Code §92.0081): Actual damages + one (1) month's rent + \$1,000 + attorneys' fees.

Illegal utility cutoff penalties (Tex. Prop. Code §92.301): Actual damages + one (1) month's rent + \$1,000 + attorneys' fees.

All evictions must proceed through Justice Court under Tex. Prop. Code §24.001 et seq. (Forcible Entry and Detainer).

14.2 Landlord's Duty to Mitigate (Tex. Prop. Code §91.006). If Tenant vacates the Premises prior to the Expiration Date in breach of this Lease, Landlord shall make reasonable efforts to re-let the Premises at a fair rental value. Tenant remains liable for rent only during periods the Premises

remains vacant despite Landlord's reasonable efforts. Any lease provision waiving Landlord's duty to mitigate is void and unenforceable.

14.3 Landlord's Remedies. Upon an uncured default, Landlord's remedies are those provided by Texas law, including a Forcible Entry and Detainer action in Justice Court (Tex. Prop. Code §24.001 et seq.) and recovery of unpaid rent, damages, and court costs.

14.4 Attorneys' Fees. In any action arising from a security deposit dispute, the prevailing party is entitled to reasonable attorneys' fees (Tex. Prop. Code §92.109). In any other Lease dispute where a party prevails, attorneys' fees may be awarded as permitted by applicable law.

Tex. Prop. Code §24.001 et seq. (eviction); §92.0081 (lockout penalties); §92.301 (utility cutoff); §91.006 (mitigation); §92.109 (attorneys fees)

ARTICLE 15. STATUTORY EARLY TERMINATION RIGHTS

The following early termination rights apply by operation of law and are incorporated herein regardless of any other provision of this Lease. No waiver of these rights by Tenant shall be enforceable.

15.1 Military Duty -- Texas and Federal Law. Under both Texas Property Code §92.017 AND the federal Servicemembers Civil Relief Act (50 U.S.C. §3955), a servicemember (and their dependents) may terminate this Lease if the servicemember: (a) is deployed for military service for a period of 90 days or more; or (b) receives a Permanent Change of Station (PCS) order; or (c) enters military service after signing this Lease. Termination requires written notice to Landlord accompanied by a copy of the official military orders. Under Tex. Prop. Code §92.017, termination is effective thirty (30) days after the next rental payment date following notice. The Security Deposit shall be returned in full for a Premises surrendered in good condition, ordinary wear and tear excepted.

15.2 Family Violence / Sexual Assault / Stalking (Tex. Prop. Code §92.016). A Tenant who is a victim of family violence (Tex. Fam. Code §71.004), sexual assault, aggravated sexual assault, indecency with a child, or stalking that occurred during the preceding six-month period may terminate this Lease by: (a) providing written notice to Landlord; and (b) providing qualifying documentation, which may include: a court protective order; a law enforcement record or report; or documentation from a licensed professional (medical, legal, or social worker) confirming the violence. Termination is effective on the **30th day after the next rental payment date** following delivery of notice. Tenant shall pay rent pro-rata through the termination date. Tenant's right to vacate under this section may not be waived.

15.3 Tenant's Death (Tex. Prop. Code §92.0162). If Tenant is the sole occupant of the Premises and dies before the Expiration Date, a representative of Tenant's estate may terminate this Lease by: (a) providing written notice of termination to Landlord; (b) removing the deceased tenant's personal property from the Premises; and (c) signing an inventory of removed property if required by Landlord. Termination is effective on the later of: the 30th day after written notice is provided, or the date all conditions are satisfied. The estate remains liable for rent and damages accrued before termination.

15.4 Constructive Eviction. If Landlord fails to maintain the Premises in a habitable condition after proper written notice and a reasonable opportunity to repair, Tenant may vacate and terminate this Lease without further rent obligation (Tex. Prop. Code §92.056).

50 U.S.C. §3955 (SCRA); Tex. Prop. Code §92.017 (military -- Texas statute, covers dependents); §92.016 (family violence/sexual assault/stalking); §92.0162 (tenant death, eff. Jan. 1, 2020); §92.056 (constructive eviction)

ARTICLE 16. SUBORDINATION; NON-DISTURBANCE; ATTORNMENT

16.1 Subordination. This Lease is and shall be subject and subordinate to all present and future mortgages, ground leases, deeds of trust, and other encumbrances affecting the building or land, and all renewals and extensions thereof.

16.2 Non-Disturbance. Tenant's right of possession shall not be disturbed so long as Tenant is not in default, even if any superior interest holder succeeds to Landlord's interest in the Premises.

16.3 Attornment. If any superior interest holder succeeds to Landlord's interest, Tenant shall attorn to such successor-landlord and recognize such successor as Landlord under this Lease.

ARTICLE 17. REQUIRED DISCLOSURES

17.1 Lead-Based Paint Disclosure (42 U.S.C. §4852d -- pre-1978 buildings):

- Building constructed BEFORE 1978. Landlord has provided: (1) the EPA Lead-Based Paint Disclosure form; and (2) the
- Building constructed in 1978 or later. Federal lead paint disclosure is not applicable.

Known lead paint hazards (or "None Known"): _____

42 U.S.C. §4852d; Residential Lead-Based Paint Hazard Reduction Act of 1992

17.2 Mold Disclosure (Tex. Prop. Code §92.101). Known mold or excessive moisture conditions at the Premises: _____ (or "None Known"). Tenant shall promptly report in writing any moisture infiltration, water damage, or suspected mold to Landlord.

FLOOD DISCLOSURE -- ADDENDUM C REQUIRED (Tex. Prop. Code §92.0135)

Texas law (Tex. Prop. Code §92.0135, eff. January 1, 2022) requires flood disclosure to be provided in a **SEPARATE WRITTEN DOCUMENT** at or before execution of this Lease.

Landlord has attached and provided to Tenant **ADDENDUM C -- FLOOD DISCLOSURE**, which contains:

- (1) Notice regarding FEMA 100-year floodplain status; and
- (2) Notice regarding any known flooding in the past five (5) years.

Tenant acknowledges receipt of Addendum C: _____ (Tenant Initials) Date: _____

If Landlord fails to provide Addendum C and Tenant suffers substantial flood damage (50%+ of personal property market value), Tenant may terminate this Lease within 30 days of the flooding event.

Tex. Prop. Code §92.0135 (eff. Jan. 1, 2022) -- must be separate document

17.4 Smoke Detector Confirmation (Tex. Prop. Code §92.259). Landlord confirms that operative smoke detectors are installed in each bedroom and outside each sleeping area as required by law. Tenant shall test detectors at move-in and report any malfunction in writing. Landlord shall repair or replace within seven (7) days of written request.

17.5 Sex Offender Registry. Information concerning registered sex offenders is available from the Texas Department of Public Safety at: www.txdps.state.tx.us/sex_offender/

17.6 Tenant's Right to Repair Notice (Tex. Prop. Code §92.056). Tenant is hereby notified that if Landlord fails to repair a condition that materially affects health or safety within a reasonable time after proper written notice, Tenant may have the right to: terminate the Lease; have the repair made and deduct the cost from rent (up to 1 month's rent or \$500, whichever is greater); or seek damages in court.

PARKING AND VEHICLE TOWING RULES (Tex. Prop. Code §92.0131 -- Multiunit Properties)

This section applies to Tenant in a multiunit complex. If Landlord has vehicle towing or parking rules, they must be provided to Tenant before the lease is executed, and this paragraph heading must appear in CAPITALIZED, UNDERLINED, OR BOLD print as required by §92.0131(c).

No vehicle towing or parking rules apply to this tenancy.

Parking and towing rules apply. See **Addendum E -- Parking Rules** (attached and signed by Tenant, incorporated herein). Landlord must provide written notice before changing parking policies; changes may not take effect fewer than 14 days after notice. Violation: \$100 civil penalty + towing/storage costs incurred by Tenant.

Tex. Prop. Code §92.0131 (parking/towing -- CAPITALIZED title required; \$100 penalty for violation)

Tex. Prop. Code §92.101 (mold); §92.0135 (flood -- separate document); §92.251 (smoke detectors); §92.201 (landlord identity)

ARTICLE 18. TENANT RIGHTS AND LANDLORD OBLIGATIONS

18.1 Anti-Retaliation (Tex. Prop. Code §92.331-§92.335). Landlord may not retaliate against Tenant by increasing rent, decreasing services, or filing or threatening an eviction action because Tenant has in good faith: (a) reported a housing condition to a government authority; (b) exercised any legal right as a tenant; (c) participated in a tenant organization; or (d) given written notice of a repair need. A court shall presume retaliation if Landlord takes adverse action within six (6) months of Tenant's protected activity.

18.2 Tenant's Right to Summon Emergency Assistance (Tex. Prop. Code §92.015). Landlord may not prohibit Tenant or Tenant's guest from calling the police or emergency services in response to a family violence situation or other emergency, even if a lease provision purports to restrict such calls. Any such restriction is void and unenforceable.

18.3 Domestic Violence Non-Discrimination. Landlord shall not discriminate against Tenant on the basis of Tenant's status as a victim of family violence or on account of Tenant exercising rights under Tex. Prop. Code §92.016.

18.4 Lease Copy Obligation (Tex. Prop. Code §92.024). **Not later than the third (3rd) business day** after the date this Lease is signed by each party, Landlord shall provide at least one complete copy of this Lease to at least one Tenant who is a party to the Lease. If additional Tenants request a copy in writing, Landlord shall provide it within three (3) business days of the request. Failure to provide a copy may result in abatement of any non-rent enforcement action until the copy is provided.

Tex. Prop. Code §92.331-§92.335 (anti-retaliation); §92.015 (right to call emergency services); §92.024 (copy within 3 business days)

ARTICLE 19. GENERAL PROVISIONS

19.1 Notices. All notices shall be in writing and deemed delivered upon: (a) personal delivery; (b) certified mail, return receipt requested; (c) overnight courier with confirmation; or (d) email with confirmed read receipt -- to the addresses in §1.1 (Landlord) and §1.2 (Tenant), or such other address as a party designates in writing.

19.2 Governing Law and Venue. This Lease is governed by Texas law. Any legal action shall be brought in the county in which the Premises is located.

19.3 Severability. If any provision is held invalid or unenforceable, it shall be modified to the minimum extent necessary, and all remaining provisions shall remain in full force.

19.4 Entire Agreement. This Lease and all signed Addenda constitute the entire agreement and supersede all prior negotiations and representations. Modifications require a signed written addendum by both Parties.

19.5 Waiver. No failure or delay in exercising any right shall operate as a waiver. Acceptance of partial or late rent shall not constitute a waiver of any breach or of the right to receive full rent when due.

19.6 No Rent Control. Texas law (Tex. Loc. Gov't Code §214.902) prohibits municipalities from imposing rent control on private residential properties. No rent control ordinance applies to this Lease.

19.7 Counterparts; Electronic Signatures. This Lease may be executed in counterparts. Electronic signatures are legally valid under the Texas Uniform Electronic Transactions Act (Tex. Bus. & Com. Code §322.001 et seq.).

19.8 Firearms. Pursuant to Tex. Prop. Code §92.026, a landlord may not prohibit a tenant from lawfully possessing, carrying, transporting, or storing a firearm or firearm ammunition on the Premises. Any lease provision purporting to prohibit such lawful possession is void.

19.9 Addenda Incorporated into This Lease. The following Addenda are attached, incorporated herein, and form part of this Lease:

- Addendum A -- Move-In / Move-Out Condition Checklist (48-hr return, §92.101)
- Addendum B -- Appliance and Fixture Inventory
- Addendum C -- FLOOD DISCLOSURE (Required separate document, Tex. Prop. Code §92.0135)
- Addendum D -- Security Devices Acknowledgment (§92.151-§92.170)
- Addendum E -- PARKING RULES (Required if multiunit property, §92.0131)

- Addendum F -- Pet Agreement (if applicable)
- Addendum G -- Lead-Based Paint Disclosure Form (pre-1978 buildings)
- Addendum H -- _____ (Other)

Tex. Prop. Code §92.026 (firearms); §92.024 (lease copy -- 3 business days)

ARTICLE 20. EXECUTION

IN WITNESS WHEREOF, the Landlord and Tenant(s) have executed this Texas Residential Lease Agreement as of the Commencement Date first set forth on the cover page.

LANDLORD

Signature: _____

Printed Name: _____

Title / Capacity (if signing on behalf of
entity): _____

Date: _____

TENANT No. 1

Signature: _____

Printed Name: _____

Date: _____

TENANT No. 2 (if applicable)

Signature: _____

Printed Name: _____

Date: _____

TENANT No. 3 (if applicable)

Signature: _____

Printed Name: _____

Date: _____

NOTARY PUBLIC (optional -- Texas does not require notarization for residential leases to be valid)

State of Texas, County of _____

On _____ before me personally appeared

_____, known to me or proved on satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument.

Notary Signature: _____ Commission Expires:

This template reflects Texas Property Code as audited and corrected through 2026. It does not constitute legal advice. Both parties are strongly advised to have this Agreement reviewed by a licensed Texas real property attorney before execution.

ADDENDUM A

MOVE-IN / MOVE-OUT CONDITION CHECKLIST

TEXAS REQUIREMENT (Tex. Prop. Code §92.101): Landlord must provide this form at or before move-in. Tenant must complete and return within 48 HOURS of taking possession. Both Parties must co-sign. Codes: E = Excellent | G = Good | F = Fair | P = Poor | N/A = Not Applicable

Premises Address and Unit: _____

Landlord Full Name: _____

Tenant Name(s): _____

Move-In Date: _____

Move-Out Date: _____

Area / Item	Move-In	Damage / Notes Move-In	Move-Out	Damage / Notes Move-Out
Entry Hall -- Walls / Ceiling / Floor				
Living Room -- Walls / Ceiling				
Living Room -- Floor / Carpet				
Dining Room -- Walls / Ceiling / Floor				
Bedroom 1 -- Walls / Ceiling				
Bedroom 1 -- Floor / Carpet				
Bedroom 2 -- Walls / Ceiling (if any)				
Bedroom 2 -- Floor (if any)				
Bedroom 3 -- Walls / Ceiling (if any)				
Bedroom 3 -- Floor (if any)				
Kitchen -- Walls / Ceiling				
Kitchen -- Floor / Tile				
Bathroom 1 -- Walls / Ceiling / Floor				
Bathroom 2 -- Walls / Ceiling / Floor (if any)				

Entry Door, Frame, and Deadbolt / Lock				
Interior Doors and Hardware				
Closet Doors and Tracks				
Windows and Screens				
Window Latches (security device)				
Light Fixtures -- All Rooms				
Ceiling Fans (if any)				
Electrical Outlets and Switches				
Kitchen -- Countertops				
Kitchen -- Cabinets and Drawers				
Kitchen -- Sink and Faucet				
Kitchen -- Garbage Disposal				
Kitchen -- Stove / Range				
Kitchen -- Oven				
Kitchen -- Refrigerator				
Kitchen -- Dishwasher				
Kitchen -- Microwave				
Bathroom -- Toilet(s)				
Bathroom -- Sink(s) and Faucet(s)				
Bathroom -- Tub and Shower				
Bathroom -- Tiles / Grout / Caulk				
Bathroom -- Exhaust Fan(s)				
HVAC / Heating and Cooling System				
Washer / Dryer (if included)				
Water Heater				
Smoke Detector(s) -- Locations: _____				

Garage / Parking Space				
Storage Area				
Yard / Lawn condition				
Exterior / Entry condition				
Fence and Gate (if applicable)				
Pool / Hot Tub (if applicable)				

Additional Notes and Pre-existing Conditions:

Landlord Signature: _____ Date: _____

Tenant No. 1 Signature: _____ Date: _____

Tenant No. 2 Signature (if applicable):
_____ Date: _____

ADDENDUM B

APPLIANCE AND FIXTURE INVENTORY

List every appliance and fixture included with the Premises. Both Parties must co-sign to confirm accuracy. Condition Codes: E = Excellent | G = Good | F = Fair | P = Poor

Premises Address and Unit: _____

Date of Inventory: _____

Appliance / Fixture	Make / Model	Serial No.	Included?	Move-In Cond.	Move-Out Cond.
Refrigerator			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Stove / Range			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Oven (if separate)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Dishwasher			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Microwave Oven			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Garbage Disposal			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Washer			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Dryer			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Window Air Conditioner(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Central A/C Unit			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Heating Unit / Furnace			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Water Heater			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Ceiling Fan(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Light Fixtures (built-in)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Window Blinds / Shades			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Smoke Detector(s)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Fire Extinguisher			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Garage Door Opener			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Pool Equipment (if applicable)			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other: _____ _____			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other: _____ _____			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Landlord Signature: _____ Date: _____

Tenant No. 1 Signature: _____ Date: _____

Tenant No. 2 Signature (if applicable):
_____ Date: _____

ADDENDUM C

FLOOD DISCLOSURE

Required Separate Document -- Texas Property Code §92.0135 (eff. January 1, 2022)

Pursuant to Tex. Prop. Code §92.0135, this disclosure must be provided to Tenant as a separate written document at or before execution of the Lease. Both Parties must sign below.

Premises Address and Unit: _____

Landlord Full Name / Entity: _____

Tenant Name(s): _____

NOTICE 1 -- 100-YEAR FLOODPLAIN STATUS

(Landlord) () is or () is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain.

Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. **You should seek insurance coverage that would cover losses caused by a flood.**

NOTICE 2 -- PRIOR FLOOD DAMAGE (PAST 5 YEARS)

(Landlord) () is or () is not aware that the dwelling you are renting has flooded at least once within the last five years.

If flood damage has occurred, describe the event(s) below (attach additional sheet if needed):

Tenant's Rights if Landlord Fails to Provide This Disclosure: If Landlord fails to provide this disclosure and Tenant suffers substantial loss or damage to personal property as a result of flooding (total cost of repairs or replacement equals 50% or more of personal property market value), Tenant may terminate this Lease by written notice within thirty (30) days of the flooding event. Landlord must refund all prepaid rent within 30 days of lease termination (Tex. Prop. Code §92.0135(f)-(g)).

Landlord Signature: _____ Date: _____

Tenant No. 1 Signature: _____ Date: _____

Tenant No. 2 Signature (if applicable):
_____ Date: _____

This Addendum C is a required separate document under Tex. Prop. Code §92.0135. It must be signed by both parties at or before lease execution. Texas REALTORS(R) Form TXR 2015 (Addendum Regarding Rental Flood Disclosure) may be used in lieu of this addendum.

ADDENDUM D

SECURITY DEVICES ACKNOWLEDGMENT

Texas Property Code §92.151-§92.170

This Addendum documents security devices installed at the Premises and Tenant's rights under Texas Property Code §92.151-§92.170. Both Parties must sign.

Premises Address and Unit: _____

D.1 Devices Installed at Move-In. Landlord confirms the following security devices are installed and working at the Commencement Date:

Security Device	Statute	Installed ?	Condition
Window latch on each window	§92.153(a)(1)	<input type="checkbox"/>	
Doorknob lock or keyed deadbolt on each exterior door	§92.153(a)(3)	<input type="checkbox"/>	
Sliding door pin lock or security bar on each sliding door	§92.153(a)(5)	<input type="checkbox"/>	
Door viewer (peephole) on each exterior door (where applicable)	§92.153(a)(6)	<input type="checkbox"/>	
Keyless interior deadbolt (bolting device) on each exterior door	§92.153(a)(2)	<input type="checkbox"/>	
Smoke detectors (see §17.4 of Lease)	§92.251	<input type="checkbox"/>	

D.2 Rekeying. Landlord confirms that all exterior door locks were rekeyed not later than the seventh (7th) day after the previous tenant vacated, as required by Tex. Prop. Code §92.156. Date of rekeying: _____

D.3 Tenant's Rights Regarding Security Devices. Tenant has the right to request in writing that Landlord: install, repair, change, or replace any security device required by law; or add an additional device. Landlord must comply within a reasonable time. If Landlord fails to comply after proper written notice, Tenant may: (a) repair or install the device and deduct the cost from rent; (b) terminate the Lease; or (c) seek a court order and damages (Tex. Prop. Code §92.165).

D.4 Tenant's Obligations. Tenant shall not remove, dismantle, or render ineffective any security device required by law. Tenant is responsible for maintaining security devices in the Premises and shall notify Landlord promptly in writing of any malfunctioning device.

Landlord Signature: _____ Date: _____

Tenant No. 1 Signature: _____ Date: _____

Tenant No. 2 Signature (if applicable):

Date: _____

Tex. Prop. Code §92.151-§92.170 (security devices); §92.156 (rekeying)