



Student Housing Lease

General Lease Provisions

1. **Parties.** This Lease ("Lease") is between you, the resident:

and us, the owner: _____

(name of apartment community or title holder).

2. **Apartment.** You are renting Apartment No. _____, Bedroom No. _____, **or** Floor Plan _____ at _____ (street address) in _____ (city), Texas _____ (zip code) for use as a private residence only.

When this lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

2.1. Use and Occupancy. Your access may include exclusive areas shared common space in the unit, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the unit, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the unit common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. Access Devices. In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

3. **Term.** The term of this Lease begins on the _____ day of _____ (month), _____ (year), and ends at noon on the _____ day of _____ (month), _____ (year). **This Lease does not automatically renew.**

You will not gain possession of the apartment until the beginning of the lease term, even if installment payments begin before that date.

3.1. Holdover. You or any occupant, invitee, or guest must not hold over beyond the end of the Lease term. If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without notice on demand; (B) rent for the holdover period will be increased by 25% over the then existing rent, without notice; and (C) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease of a new resident who can't occupy because of the holdover.

4. **Rent and Charges.** Your rent for the term is \$ _____. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in _____ installments of \$ _____ each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the 1st of the month in which this Lease begins. All other payments must be made by the 1st of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, the total rent for the Lease term may be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 9 and 24 apply to acceleration under this paragraph. **You must pay your installments on or before the 1st day of the month in which they are due. There is no grace period, and you agree that not paying by the 1st of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation**

to pay rent does not change if there is a reduction of amenity access or other services performed by us. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease. After the due date, we do not have to accept any payments.

4.1. **Payments.** You will pay your rent:

- at the onsite manager's office
- through our online payment site
- at _____

We may, at our option, require at any time that you pay all rent and other sums due for any installment period in one single payment by any method we specify. Payment of each sum due is an independent covenant. Rent and late fees are due without demand, and all other sums are due upon our demand.

4.2. **Application of Money Received.** When we receive money, other than utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.

4.3. **Utilities and Services.** We'll pay for the following if checked:

- gas water wastewater electricity
- trash/recycling cable/satellite Internet
- stormwater/drainage government fees
- other _____

Your per person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

4.4. **Late Fees.** If you don't pay rent in full by 11:59 p.m. on the _____ day (3rd or greater) of the month, you must pay us the following initial late fee immediately and without demand in addition to the unpaid rent: _____ % of your installment amount as stated in this Lease or \$ _____.

In addition, for _____ days until rent and late fees are paid in full, you must pay a daily late fee of \$ _____ per day or _____ % of your installment amount per day.

You'll also pay a charge of \$ _____ for each returned check or rejected electronic payment, plus initial and daily late fees, until we receive acceptable payment.

4.5. **Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules.

5. **Security Deposit.** Your security deposit is \$ _____, due on or before the date this Lease is signed. Any animal deposit will be stated in an animal addendum.

5.1. Refunds and Deductions. In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear. We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise.

You'll also be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charge.

es; packing, removing, or storing property removed or stored under Par. 27; removing or booting illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 19; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 24; and (C) a reletting fee if you've violated Par. 9. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

6. **Guests.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than _____ consecutive days without our prior written consent. If the previous blank isn't filled in, two consecutive days will be the limit.

6.1. **Exclusion of Persons.** We may exclude from the apartment community any guests or others who, in our judgment, have been violating the law, violating this Lease or our rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an occupant, or a guest of a specific resident in the community.

7. **Care of Unit/Common Areas and Damages.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or rules violation: improper use, negligence; other conduct by you, your invitees, your occupants, or your guests; or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all Lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and for other amounts due under the Lease.

In addition to other obligations outlined in this Lease, you are liable for your per person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. **Insurance. Our insurance doesn't cover the loss of or damage to your personal property.** You are:
 required to buy and maintain renter's or liability insurance (see attached addendum), **or**
 not required to buy renter's or liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Unlawful Early Move-Out and Reletting Charge.** You'll be liable for a reletting charge of \$_____ (not to exceed 85% of your installment amount during the Lease term) if you: (A) fail to move in; (B) move out without paying rent in full for the entire Lease term; (C) move out at our demand because of your default; or (D) are judicially evicted.

The reletting charge is not a Lease cancellation fee nor a buyout fee and does not release you from your obligations under this Lease. It is a liquidated amount covering only part of our damages—for the time,

overhead, and expense in turning the unit and finding or processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.

10. **Security and Safety Devices.** We'll pay for missing security devices that are required by law. **You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse of damage by you or your family, your occupants, or your guests.** You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (headbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed headbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

10.1. **Smoke Alarms and Detection Devices.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor others may disable alarms or detectors. **If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.**

10.2. **Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices and smoke alarms/detectors. You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

11. **Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of rent on a daily basis during delay and (2) your right to terminate the lease in writing as set forth below. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

If there is a delay of your occupancy, you agree to work with us to find a reasonable alternative. If we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.** After termination, you are entitled only to refund of any deposit(s) and any rent you paid.

- (a) If we give written notice to you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but not later.
(b) If we give you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but not later.

The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

Resident Life

12. Community Policies and Rules. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written apartment rules and community policies, including instructions for care of our property. We may regulate the use of patios, balconies, and porches, and activities in common areas. We may make reasonable changes to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the apartment community and do not change the dollar amounts on pages 1 and 2 of this Lease.

12.1. Photo/Video Release. When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

12.2. Limitations on Conduct. Your apartment and other areas reserved for your use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval, or cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

12.3. Notice of Convictions and Registration. You must notify us within 15 days if you or any of your occupants are convicted of (A) any felony, or (B) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you or any of your occupants register as a sex offender. Informing us of a criminal conviction or sex offender registration doesn't waive any rights we may have against you.

12.4. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your unit that is for more than 14 days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within 10 days of your suspension or expulsion, you must give us written notice if our policies require this information. At your request, the educational institution may give us information about your enrollment status.

12.5. Virus Rules and Notification. You agree to follow any community policies or rules related to COVID-19 and/or other virus strains (collectively “viruses”). **If you suspect or know you have been exposed to any virus, you should follow guidelines from the CDC and state or local health authorities.**

13. Prohibited Conduct. You, your occupants, and your guests may not engage in the following activities:

- criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- behaving in a loud or obnoxious manner;
- disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- disrupting our business operations;
- storing anything in closets containing gas appliances;
- tampering with utilities or telecommunications;
- bringing hazardous materials into the apartment community;
- using windows for entry or exit;
- heating the apartment with a gas-operated cooking stove or oven;

- injuring our reputation by making bad-faith allegations against us to others; or
- smoking of any kind, in accordance with our policies.

14. Parking. You may not be guaranteed parking. If parking is provided, we may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters. You must comply with our parking policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove any vehicle that is not in compliance with our policies at the expense of the owner or operator.

15. Release of Resident. **You may have the right under Texas law to terminate the Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.** If you're not entitled to terminate this Lease under these specific circumstances, you won't be released from this Lease for any reason.

16. Resident Safety and Loss. **We are not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes.** We're also not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence. We are not responsible for, and will not provide fire or casualty insurance for, your personal property. You are strongly encouraged to secure insurance to protect against all of the above.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

17. Condition of the Premises and Alterations.

17.1. As-Is. We disclaim all implied warranties. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage, sign the form, and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

17.2. Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

18. Requests, Repairs and Malfunctions.

18.1. Written Requests Required. **If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our policies** (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes on your oral request do not constitute a writ-

ten request from you. Our complying with or responding to any oral request regarding security or any other matter doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

18.2. Notifications and Requirements. You must promptly notify us in writing of water leaks or excessive moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

18.3. Utilities. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

18.4. Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day.

18.5. Our Right to Terminate for Casualty Loss/Property Closure. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 7 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if the property is subject to eminent domain. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

19. Animals.

19.1. No Animals Without Consent. ~~No animals, including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.~~ If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

19.2. Removal of Unauthorized Animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 20. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. If we consent to your request to keep the animal and you complete an Animal Addendum and pay all fees, we'll return the animal to you.

19.3. Violations of Animal Policies and Charges. If you or any guest or occupant violates the animal restrictions of this Lease or other animal rules with or without your knowledge, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ _____ per animal (not to exceed \$100 per animal) and a daily charge of \$ _____ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except attorney's fees and litigation costs) in enforcing animal restrictions and rules.

20. When We May Enter. If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the bedroom or apartment at reasonable times for reasonable business pur-

poses. If nobody is in the bedroom or apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry.

21. Notice. Notices to you or any other resident or occupant of the apartment constitute notice to all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. A notice from us to you to pay sums owed only by you will be addressed to you only. You represent that you have provided your current electronic mail address to us, and that you will notify us in the event your electronic mail address changes.

22. Subletting, Transfers, Relocation and Replacements. Prior written consent required. Replacing a resident, subletting, or assigning a resident's rights is allowed only when we consent in writing.

22.1. Transfers. You must get our prior written approval for any transfer. If a transfer is approved, you must:

- be in compliance with all terms of this lease;
- execute a new Lease or other agreement for the space to which you are transferring;
- complete all required forms;
- pay a new security deposit in advance if required; and
- pay a transfer fee of \$ _____ in advance if you are moving from one unit to another or \$ _____ in advance if you are moving from one exclusive space to another in the same unit.

Under no circumstances will we be responsible for paying your moving costs.

22.2. Relocation. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community.

22.3. Replacement. If a departing or remaining resident finds a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- a reletting charge or reasonable administrative (paperwork) fee may be due, and a rekeying fee will be due if rekeying is requested or required; and
- the departing and remaining residents will remain liable for all Lease obligations for the rest of the original Lease term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer. The departing resident will no longer have a right to occupancy but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing—even if a new Lease is signed.

22.4. Rental Prohibited. You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises dwellings for rent.

Owner's Rights and Remedies

23. Our Responsibilities. We'll act with customary diligence to:

- keep common areas reasonably clean, subject to Par. 17;
- maintain fixtures, hot water, heating, and air-conditioning equipment;
- substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
- make all reasonable repairs, subject to your obligation to pay for damages and items for which you're liable.

23.1. Your Remedies. If we violate any of the above, you may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:

- all rent must be current, and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time to repair or remedy; and
- if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease by giving us a final written notice.

You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.

23.2. Request by Mail. Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, registered mail, or by any trackable mail or delivery method through the postal service or a private delivery service—after which we'll have a reasonable time to repair or remedy. "Reasonable time" accounts for the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current when you make any request. We'll refund security deposits and prorated rent as required by law.

24. Default by Resident.

24.1. Acts of Default. You'll be in default if: (A) you don't timely pay rent or other amounts you owe; (B) you or any guest or occupant violates this Lease, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) you are found to have any illegal drugs or paraphernalia in your apartment; (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; or (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

24.2. Eviction. *If you default or hold over, we may and your right of occupancy by giving you at least a 24-hour written notice to vacate.* Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery to the bedroom or apartment to any occupant over 18 years old; (E) affixing the notice to the inside of the apartment's main entry door; or (F) securely affixing the notice to the outside of the apartment's main entry door as allowed by law. Notice by mail under (A) or (B) will be considered delivered on the earlier of actual delivery, or 3 days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a late payment doesn't release you from liability for future rent or other Lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due.* The filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages for past or future rent or other sums, or to our continuing with eviction proceedings. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. *In an eviction, rent is owed for the full rental period and will not be prorated.*

24.3. Acceleration. Unless we elect not to accelerate rent, all rent for the rest of the Lease term or renewal period will be accelerated automatically without notice (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

24.4. Other Remedies. We may report unpaid amounts to credit agencies as allowed by law. If we or a third-party debt collector we use tries to collect any money you owe us, you agree that we or the debt collector may call you on your cellphone and may use an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. You agree that late charges are liquidated damages representing a reasonable estimate of the value of our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid.

24.5. Mitigation of Damages. If you move out early, you'll be subject to Par. 9 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all later rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

24.6. Default by Other Residents. If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

25. Other Important Provisions.

25.1. Representatives' Authority; Waivers; Notice. *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing.* Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirements, rental due dates, acceleration, liens, or other rights is not a waiver under any circumstances. Except when notice of demand is required by law, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted in accordance with our policies. If the Lease Guaranty is not executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our manager constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy of the memo, letter, or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.

25.2. Miscellaneous. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to." Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Par. 3 begins.

25.3. Force Majeure. If we are prevented from completing substantial performance of any obligation under this Lease by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence that is beyond our control, then we shall be excused from any further performance of obligations to the fullest extent allowed by law. Your exposure to or contracting of a Virus does not excuse you from fulfilling your Lease obligations.

End of the Lease

26. Move-Out Procedures. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Par. 9 and 24. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the bedroom and apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

26.1. Cleaning. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

26.2. Move-Out Inspection. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

27. Surrender and Abandonment. You have **surrendered** the bedroom and apartment when: (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; **or** (B) bedroom and apartment keys and access devices have been turned in to us—which ever happens first.

You have **abandoned** the bedroom and apartment when all of the following have occurred: (A) you appear to have moved out of the bedroom in our reasonable judgment; (B) clothes, furniture, and personal belongings have been substantially removed from the bedroom in our reasonable judgment; (C) you've been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (D) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider that you have abandoned the apartment. A bedroom or apartment is also considered abandoned 10 days after the death of a sole resident.

27.1. The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the bedroom or apartment; determine any security-deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but don't affect our mitigation obligations.

27.2. Removal of Property Left in Apartment after Surrender, Abandonment, or Eviction. We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the bedroom, apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the bedroom or apartment.

27.3. Storage. We may—but have no duty to—store property removed after judicial eviction, surrender, or abandonment of the bedroom or apartment. **We're not liable for casualty, loss, damage, or theft.** You must pay reasonable charges for our packing, removing and storing any property.

If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem it by paying all sums you owe, including rent, late fees, reletting charges, storage charges, damages, etc.

Except for animals, we may now away or give to a charitable organization all personal property that is:

- (1) left in the bedroom or apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

General Provisions and Signatures

28. Disclosure of Information. We may, but are not obligated to, share and use information related to this lease for law-enforcement, governmental, or business purposes. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

29. TAA Membership. We represent that, at the time of signing this Lease, we, the management company representing us, or any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management-company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 6). If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership.

30. Cancellation. If written cancellation is received within 72 hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

31. Waivers. By signing this Lease, you agree to the following:
31.1. Class Action Waiver. You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and **you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

31.2. Virus Warning and Waiver. Due to the inherent risk of exposure to Viruses on the premises as defined in Section 92.001 of the Texas Property Code (the "Premises"), it is important that you diligently follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death. You should always assume that anyone could have a Virus. There is no representation or warranty that: (1) the Premises are or will remain free of Viruses, (2) persons on the Premises, including any roommate, are not carrying Viruses; or (3) exposure to Viruses cannot occur on the Premises.

While on the Premises, including in your unit:

- (a) **You must exercise due care for your safety at all times.**
- (b) **You agree to take full responsibility for and voluntarily assume all risks related to exposure to viruses.**
- (c) **You agree to release, indemnify, discharge, and hold us and our representatives harmless to the fullest extent allowed by law for all present and future claims and liabilities relating to viruses, including but not limited to any negligent act or omission by us, which might occur as a result of your being on the Premises.**

32. Special Provisions. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this lease and will supersede any conflicting provisions of this printed Lease form.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident (sign below)

(Name of Resident) _____ Date signed _____

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes

After-hours phone number _____
(Always call 911 for police, fire, or medical emergencies.)