

TEXAS RESIDENTIAL LEASE AGREEMENT

(Landlord-Optimized & Texas-Compliant)

1. PARTIES

This Residential Lease Agreement (“Lease”) is between Timberview Properties, LLC (“Landlord”) and the undersigned person(s) identified as Tenant (“Tenant”). All Tenants are jointly and severally liable for the full performance of every provision of this Lease, including payment of rent and damages, regardless of occupancy or possession.

2. PROPERTY

Landlord leases to Tenant the following real property (the “Property”):

Address: _____

County: _____, Texas

Non-real-property items: Appliances (if any) are provided solely as a courtesy “AS-IS,” with no warranty for repair or replacement. Landlord has no duty to repair/replace any appliance unless required by law. The real property and any non-real-property items are collectively the “Property.”

3. TERM

A. Primary Term. Commencement Date: _____ Expiration Date: _____.

B. Delay of Occupancy. Tenant must occupy the Property within seven (7) days after the Commencement Date. If Tenant is unable to occupy by the fifth (5th) day solely due to construction or a prior tenant’s holdover, Tenant’s exclusive remedy is to terminate before occupancy or receive daily prorated rent credit until available. Tenant waives any claim for consequential or incidental damages (e.g., hotel, storage, moving). This paragraph does not apply to delays from make-ready/cleaning or matters other than construction or holdover.

4. AUTOMATIC RENEWAL & NOTICE OF TERMINATION

A. Renewal. At Landlord’s option, this Lease automatically renews month-to-month unless either party gives written, signed notice of termination at least 45 days before the Expiration Date. Text message is not sufficient.

B. Month-to-Month Terms. During any month-to-month renewal, rent continues at the then-current rate subject to change upon 30 days’ written notice. Renewal continues month-to-month until either party ends it by written notice effective on the last day of the month following the month notice is given. Landlord is not obligated to prorate rent if Tenant surrenders before the termination date.

C. Time is of the Essence. Oral notice is never sufficient. Strict compliance with all notice dates is required.

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5. RENT

A. Prorated Rent. On or before _____, Tenant will pay \$ _____ as prorated rent from the Commencement Date through the last day of that month.

B. Monthly Rent. Monthly rent is \$ _____ for each full month. The first full month's rent is due not later than _____. Thereafter, Tenant must pay so that Landlord actually receives cleared funds on or before the 1st day of each month. Weekends, holidays, bank or mail delays are not excuses.

C. Fixed Rent Increases. Monthly rent shall increase to \$ _____ on _____ (if any).

D. Place/Method of Payment.

- (1) Tenant must pay rent electronically via Landlord's designated system.
- (2) Any other method, if accepted at Landlord's sole discretion, incurs a \$55 processing fee (including mailed paper checks, money orders, or bank deposits). No in-person payments.
- (3) Full payments only. Partial payments may be rejected or treated as late/delinquent.

E. Pay Without Offset. Tenant must pay all rent without demand, deduction, or offset and waives rights under Texas Property Code §91.004(b) to withhold or offset rent.

F. Month-to-Month Rent Increases. Landlord may increase rent for any month-to-month period with 30 days' written notice.

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6. LATE CHARGES

A. Timing & Amount. Rent is due on the 1st and is late if not received in full by 11:59 p.m. on the 1st. If still unpaid by 11:59 p.m. on the 2nd, Tenant owes:

1. an initial late charge equal to the greater of \$100 or 10% of Monthly Rent, assessed at 12:00 a.m. on the 3rd; and
2. an additional \$5.00 per day beginning on the 4th until all rent and late charges are paid in full. All late charges are additional rent. Total late charges will not exceed the maximum permitted by Texas Property Code §92.019.

B. Mailbox/Posting Not Agent. Postmark is not receipt; mailbox is not Landlord's agent.

C. Refusal/Return of Payments. Landlord's acceptance of any partial/late/restricted-endorsement payment does not waive any rights. Landlord may refuse, reject, or return any payment tendered after default within thirty (30) days of receipt, and such refusal/return does not waive Landlord's right to terminate, evict, or pursue other remedies. Returned payments do not reinstate tenancy or cure default.

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7. RETURNED PAYMENTS

Tenant will pay \$75 per returned/rejected payment (check/ACH/card) plus any bank charges. Late fees apply retroactively to the original due date and continue until paid in full with good funds. Returned payment fees are additional rent.

8. APPLICATION OF FUNDS

Regardless of any memo or instruction, Landlord may apply any payment in any order Landlord chooses, including first to non-rent obligations (fees, charges, utilities, damages, attorney's fees) and then to rent. Tenant waives the right to direct application.

9. SECURITY DEPOSIT / LAST MONTH'S RENT

A. Security Deposit. Tenant will pay a Security Deposit of \$_____ ("Security Deposit" as defined in Tex. Prop. Code §92.102).

B. Last Month's Rent Payment. Tenant will pay \$_____ as last month's rent due on _____. Landlord will apply it to the **final full month of tenancy** under this Lease/renewals.

C. Interest. No interest is owed to Tenant. Landlord may hold funds in an interest-bearing account; all interest belongs to Landlord.

D. Notices/Accounting. Tenant should give at least 30 days' written move-out notice and must provide a forwarding address in writing. Landlord will account/refund within 30 days after surrender and receipt of Tenant's forwarding address, as required by Tex. Prop. Code §92.103-.104. (Nothing herein waives Landlord's statutory deadlines.)

E. Deductions. Landlord may deduct reasonable charges from the Security Deposit for, including but not limited to:

(a) damages (beyond ordinary wear and tear); (b) cleaning/deodorizing/extermination; (c) unpaid or accelerated rent; (d) late/returned payment fees; (e) unpaid utilities and expenses Landlord incurs; (f) animal charges; (g) unreturned keys/remotes/security devices; (h) removing unauthorized locks/fixtures; (i) access costs if Tenant makes Property inaccessible; (j) missing/burned-out bulbs/batteries; (k) packing/removing/storing abandoned property; (l) towing/vehicle removal; (m) reletting costs if Tenant is in default; (n) attorney's fees/court costs/service costs and other reasonable legal costs; (o) any unpaid charge under this Lease; (p)

mailing/service/delivery costs for notices; (q) rekeying security devices; (r) restoring unapproved alterations; (s) smoking-related damages/odor; (t) any other unpaid charges Tenant is obligated to pay.

If deductions exceed the deposit, Tenant must pay the excess within 10 days after written demand.

Notice: Tex. Prop. Code §92.108 prohibits withholding last month's rent on grounds that the Security Deposit will cover it. Bad-faith violations may incur up to three times the amount wrongfully withheld plus attorney's fees.

10. UTILITIES

Tenant must initiate and maintain all utilities at Tenant's expense and provide proof of connection within 48 hours of move-in. Tenant must keep, at minimum (if available), gas, electricity, water, wastewater, and garbage services on at all times. Tenant is responsible for any modifications necessary for connections and for any damages related to utility work.

Disconnection or interruption of any required utility for more than 24 hours, regardless of cause, is a material default. Tenant is liable for all damages resulting from utility loss, including but not limited to frozen pipes, lawn damage, appliance damage, mold/mildew, and structural/foundation damage. Except as expressly required by Texas Property Code §92, Tenant is responsible for the cost of all repairs/damages resulting from utility disconnection, unless Landlord, in Landlord's sole discretion, determines otherwise in writing. Failure to maintain active utility accounts in Tenant's name at all times is a material default and creates a presumption of abandonment.

Notice: Tenant should confirm utility availability/adequacy before signing.

11. USE & OCCUPANCY

A. Occupants/Use. Property is for private residential use only by the following approved occupants: _____.

No business use (including childcare) is permitted. Terms/rent are based on occupants; additional occupants require approval and may increase rent. Unauthorized occupants: \$50/day per person and grounds for eviction.

B. Contact Info. Tenant must notify Landlord of changes to phone/email within 30 days; failure may incur an admin fee up to \$50.

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C. HOA/Restrictions. Tenant must comply with all owners' association rules/covenants and will reimburse Landlord for any fines from Tenant's violations.

D. Prohibitions. No spa/hot tub/above-ground pool/trampoline or any item that increases insurance costs or cancels coverage without written consent.

E. Nuisance/Illegal Activity. No nuisance, repair of vehicles, business use, zoning violations, unlawful activity, or interference with others' rights.

F. Guests. No guest may stay more than 3 consecutive days or 5 total days in any 60-day period without written consent. Violation: \$50/day per guest and grounds for eviction.

G. Common Areas. Landlord not obligated to pay non-mandatory/user fees (pools, clubhouse, etc.).

12. ANIMALS

A. No Animals Without Approval. No animals of any kind without prior written approval. Unauthorized animals: initial fee up to \$250 per animal plus \$25/day per animal, in addition to cleaning, pest control, and repair costs. Landlord may remove unauthorized animals consistent with Texas law.

B. Enforcement. Landlord may declare default; charge fees/costs to remove animals; exterminate; clean/deodorize; repair damages. Landlord is not liable for harm to any animal arising from such actions.

D. Stray Animals. Tenant must immediately notify Landlord and remove any stray; failure is treated as keeping an unauthorized animal and charged accordingly.

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12. LEASE VIOLATIONS & EXTRA SERVICE FEES

In addition to any other remedies, Landlord may assess a Lease Violation Fee of up to \$250 per occurrence for any breach, rule violation, or non-compliance with this Lease or applicable law. This fee may also compensate additional trips/time/labor/administration caused by Tenant (e.g., unnecessary service calls, missed/rescheduled appointments, correcting Tenant-caused conditions, or other burdens beyond Landlord's normal obligations). Each day a violation continues may be a separate violation/fee. Landlord's discretionary enforcement in any instance is not a waiver of future enforcement or evidence of discrimination.

13. PARKING RULES

No more than _____ vehicle(s) without written approval. No parking in yards. Only driveways/garages/designated areas/street where legal. No storage of vehicles on/adjacent to Property. Inoperative/unauthorized/illegal parking may be towed at Tenant's expense without notice, consistent with law. Violation fee up to \$250 per occurrence in addition to towing/storage.

14. ACCESS BY LANDLORD

A. Advertising/Photos. Landlord may display “For Sale/For Lease” signs and take/interior/exterior photos for marketing, appraisal, inspection, etc.

B. Access. Landlord or authorized agents may enter at reasonable times, with or without prior notice, for inspections, repairs, showings, compliance checks, emergencies, exercising liens, leaving notices, or seizing non-exempt property upon default. Tenant waives any claim for breach of quiet enjoyment arising from lawful entry. Denial of access is a material default. Tenant must allow full-property inspection upon 24-hour written notice for any reason permitted by law, and no less than two (2) times per calendar year without cause.

C. Trip Charges. If prior access arrangements are made and access is denied/failed, Tenant will pay \$75 or the contractor’s actual trip fee, whichever is greater, as additional rent.

D. Lockbox. Landlord may place a lockbox on the Property at any time for showings/inspections/repairs, and it may remain for the term at Landlord’s discretion. Tenant shall not remove, tamper with, or obstruct the lockbox. Landlord/manager/broker are not liable for damages/injuries/losses arising from lockbox use except for their gross negligence.

15. MOVE-IN CONDITION

A. AS-IS. Tenant has inspected and accepts the Property “AS-IS, WHERE-IS, WITH ALL FAULTS,” subject only to Landlord’s statutory obligations.

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B. Move-In Report. Tenant will complete a move-in report prior to occupying the property, noting all damages to the Property, and deliver it to Landlord within **two** days after the Commencement Date. If Tenant fails to timely deliver the Move-In Report Form, the Property will be deemed to be free of damages. The move-in report is not a request for repairs. Tenant must direct all requests for repairs in compliance with Section 18.

16. MOVE-OUT

A. Condition/Standard. Upon ending, Tenant will surrender the Property in the same condition as received, except for ordinary wear and tear as defined in Tex. Prop. Code §92.001(4). For this Lease, “ordinary wear and tear” does not include dirt, stains, odors, scratches, scuffs, pet-related damage, pest infestations, mold/mildew, excessive fading, damage from improper cleaning, or any condition preventable with proper care/cleaning/maintenance. Tenant must leave the Property in professional, rent-ready condition, free of all trash/debris/personal property, with all surfaces/appliances/fixtures/flooring thoroughly cleaned and sanitized. Carpets must be professionally cleaned by a licensed company and a paid invoice provided; otherwise Landlord’s costs will be charged with a minimum \$250 cleaning charge in addition to actual costs.

B. Definitions.

“Surrender” occurs when all occupants have vacated and either (1) Tenant’s written termination/move-out date has passed; or (2) all keys/access devices are returned.

“Abandonment” occurs when all occupants have vacated and Landlord posts an abandonment notice at the main entry and Tenant fails to re-occupy by the time required (not less than two days). For purposes of this Lease, Tenant’s nonpayment of rent for more than 7 consecutive days past the due date, combined with disconnection or termination of any essential utility service, creates an automatic presumption of abandonment.

C. Personal Property Left. After surrender/abandonment, Landlord may dispose/donate/store/sell remaining personal property consistent with Texas Property Code §54.045(b). Tenant must reimburse Landlord’s costs. Except as expressly required by Tex. Prop. Code §92, Tenant will be responsible for the cost of all repairs, cleaning, or restoration needed at move-out, unless Landlord, in Landlord’s sole discretion, determines otherwise in writing. Failure to comply is a material default. All such costs are additional rent.

17. PROPERTY MAINTENANCE

A. Tenant Duties (material obligations): Keep Property clean/sanitary; promptly dispose garbage; **replace HVAC filters monthly**; replace bulbs/tubes/batteries; maintain water softeners; eliminate dangerous conditions; prevent pipe freezing; replace lost keys; pay for extermination as needed; remove standing water; know location of main water shutoff/breakers; clear debris from gutters/roof; water foundation as appropriate; promptly notify Landlord in writing of needed repairs.

B. Yard. Tenant maintains yard (mow, fertilize, irrigate, trim/prune, pest control, remove debris, clean exterior dirt/algae/moss). Unless prohibited, Tenant must water to keep yard healthy. If using a service, provide Landlord company info in writing.

C. Pool/Spa. If any, see Pool/Spa Maintenance Addendum.

D. Prohibitions. Fixtures Tenant installs become Landlord’s property. No removal of Property parts/fixtures, rekeying/adding locks, holes beyond picture nails, water furniture, additional cable/outlets/alarm systems, flooring/paint/wallcover changes, hazardous materials, insurance-impacting items, environmentally detrimental disposal, or liens.

E. Failure to Maintain. Tenant shall keep the Premises in a clean, safe, and sanitary condition, perform all required maintenance, and promptly report issues requiring repair. The presence of damage, pest infestations, excessive dirt, neglect, or other signs that the Premises have not been properly maintained shall be sufficient evidence of Tenant’s failure to perform required maintenance.

If Tenant fails to perform required maintenance, Landlord may, but is not obligated to, perform such maintenance on Tenant’s behalf. Tenant shall be responsible for the actual cost of such work plus a 20% administrative fee, which shall be considered Additional Rent and immediately due.

F. Smoking. Smoking of any kind (including but not limited to tobacco, e-cigarettes, or vaping) is strictly prohibited anywhere on the Premises, including the garage, yard, patios, and all outdoor areas. The presence of smoke odor, ash, burns, residue, or other signs of smoking shall be sufficient evidence of a violation, even if the Tenant is not observed smoking.

A violation of this policy constitutes an immediate default under the Lease. Landlord may assess a \$250 Smoking Violation Fee for each occurrence, in addition to charging Tenant for all cleaning, deodorization, and remediation costs. Such charges may be deducted from the Security Deposit or collected as Additional Rent.

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18. REPAIRS

A. Requests/Delinquency. All repair requests must be in writing via the address/email designated by Landlord. If Tenant is delinquent when notice is given, Landlord is not obligated to make repairs. Emergencies materially affecting health/safety: call and email. All water leaks must be reported immediately via phone and text message. Failure to report/maintain may cause damage for which Tenant is responsible.

B. Completion/Control. Tenant may not repair without permission. Landlord controls all repair decisions (repair/replace/contractor/timing) within statutory requirements.

C. Tenant Responsibility for Repairs (Default Rule). Except as expressly required by Texas Property Code §92, Tenant is responsible for the cost of all repairs to the Property, regardless of cause, unless Landlord, in Landlord's sole discretion, determines otherwise in writing. This includes repairs claimed to result from third-party acts, weather events, or "unexplained" damage. Tenant bears the burden of proving damage was not caused in whole or part by Tenant/occupants/guests/invitees. Landlord's determination of cause/responsibility is final and binding. "Ordinary wear and tear" (Tex. Prop. Code §92.001(4)) does not include dirt, stains, odors, scratches, scuffs, pet damage, pests, mold/mildew, excessive fading, improper cleaning, or preventable conditions.

Examples (Tenant pays): wastewater stoppages from improper items; damage to doors/cabinets/windows/screens; damage from doors/windows left open; broken faucets/fixtures/outlets/switches; roof/gutter damage from neglect; under-sink leaks from stored items.

D. Trip Charges. If Landlord/repair person cannot access the Property for a scheduled repair, Tenant pays \$75 or the contractor's actual trip fee, whichever is greater, plus any extra costs from Tenant's insufficient disclosure/delay, as additional rent.

E. Emergency Response Fee (Tenant Fault). If Landlord or Landlord's contractor must respond to any after-hours or emergency service call due to Tenant's fault, negligence, or misuse, Tenant will pay the actual cost plus a \$100 administrative charge.

F. Advance/Reimbursement. Landlord may require advance payment for Tenant-responsible repairs. Tenant must promptly reimburse all amounts due.

G. Temporary Remedies. For any condition Landlord is required to repair/remedy under Chapter 92, Landlord may provide a reasonable temporary repair/substitute (e.g., portable/alternative appliances, temporary heating/cooling, temporary plumbing fixes, structural bracing) pending permanent repair. A temporary measure that sufficiently addresses the condition to avoid a material health/safety hazard is deemed a reasonable repair under the Property Code until permanent work is completed.

H. Tenant Remedies Notice. If Landlord fails to repair a condition materially affecting an ordinary tenant's health/safety as required by law, Tenant must follow Tex. Prop. Code §92.056–.0563. Remedies exist only if Tenant strictly complies with those procedures. The Code presumes seven (7) days is a reasonable time unless circumstances show otherwise.

I. Repair Service Fee. Tenant agrees to pay Landlord a Repair Service Fee of \$75.00 per repair or service request. This fee covers Landlord's time, scheduling, vendor coordination, and administrative costs, and is due regardless of whether the repair is ultimately determined to be Tenant's responsibility under this Lease. This fee shall not be charged for repairs where such a fee would violate Texas Property Code §92 or other applicable law. Landlord remains fully responsible for completing all repairs required by law within the timelines established by Texas Property Code §92.

If the repair is determined to be caused by Tenant, Tenant's guests, or pets, Tenant shall also be responsible for the full cost of the repair in addition to the Repair Service Fee. The Repair Service Fee is due as Additional Rent upon completion of the repair or service, and nonpayment of the fee shall constitute a breach of this Lease.

All repair costs/charges under this Section are additional rent and due immediately upon demand.

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19. SECURITY DEVICES & REKEYING

Landlord will install/maintain required security devices (Tex. Prop. Code §92.151–.170) at Landlord's expense, including: single-cylinder deadbolts, doorknob lock or keyless bolting device, pin locks and bars on sliding doors, and latches on exterior windows. All exterior door locks will be rekeyed within 7 days of each new tenancy. Tenant must immediately notify Landlord of inoperable devices. Tenant pays for repair/replacement of devices damaged/disabled/removed by Tenant/occupants/guests. Tenant may not change/install any lock/device without written consent and must immediately provide keys/codes for any permitted change. Unauthorized changes are a material default and subject to a violation fee up to \$250 plus costs to remove/rekey.

20. SMOKE DETECTORS & ALARMS

Landlord will install and maintain smoke detectors (and CO detectors where required) consistent with Tex. Prop. Code §92.251–.264. Tenant will test monthly, replace batteries as needed, and immediately report malfunctions in writing. Removal/tampering/disabling is a material default and subject to a violation fee up to \$250 per occurrence plus repair costs and any statutory penalties.

21. LIABILITY & RISK ALLOCATION; RENTER'S INSURANCE

Tenant assumes all risk of loss to Tenant's personal property/vehicles/improvements, regardless of cause (including theft, fire, storm, casualty), except where caused solely by Landlord's gross negligence. Tenant releases Landlord from all claims for injury, loss, or damage to person/property to the fullest extent allowed by law.

Renter's Insurance Required. Tenant must maintain \$100,000 minimum liability coverage and personal property coverage of Tenant's choosing, name Landlord as additional interest, and provide proof before move-in and upon request. Failure to maintain is a default and may result in termination and all remedies.

22. HOLDOVER

If Tenant fails to vacate when this Lease ends, Tenant will pay holdover rent and indemnify Landlord/prospective tenants for damages (lost rent, lodging, eviction costs, diminution in value, attorney's fees). Rent for any holdover period will be three (3) times the Monthly Rent calculated on a daily basis and is immediately due and payable daily without notice or demand. Acceptance of holdover rent does not create a new tenancy and does not waive Landlord's right to possession.

23. RESIDENTIAL LANDLORD'S LIEN

Landlord has a lien for unpaid rent against non-exempt personal property in the dwelling and may seize such property if Tenant fails to pay rent, as governed by Tex. Prop. Code §54.041–.048. Landlord may charge for packing/removing/storing seized property and may sell or dispose of it per the Code. This contractual lien is in addition to any statutory lien.

24. SUBORDINATION

This Lease and Tenant's leasehold interest are subordinate to all current/future liens/encumbrances, advances thereunder, renewals/extensions, restrictive covenants, easements/ROWs, mineral leases, utility agreements, zoning/ordinances, and owners' association rights.

25. CASUALTY LOSS OR CONDEMNATION

Rights/obligations are governed by Tex. Prop. Code §92.054. All proceeds/awards related to casualty loss/condemnation belong to Landlord; Tenant assigns any such sums to Landlord.

26. SPECIAL PROVISIONS

- A. No Smoking anywhere on the Property.
- B. Carpet Cleaning: At move-out Tenant must have carpets professionally cleaned; provide paid invoice. If not, Tenant will pay Landlord's assessed cost (minimum \$250).
- C. Tenant must properly fill and paint holes to match existing surfaces.
- D. Keyless devices should be left unlocked when Property is unoccupied to prevent lockout.
- E. Witness Fee: \$75 will be added to each court filing fee when a witness is required.
- F. Landlord may assess reasonable fees and charges consistent with this Lease (see Section 12A and Section 27.H).

27. DEFAULT; REMEDIES; ENFORCEMENT

A. Default Events. Tenant is in default if Tenant: (1) fails to timely pay rent/any sum due; (2) violates any term/rule/law; (3) provides false/misleading information; (4) abandons the Property; (5) fails to maintain required utilities; (6) fails to maintain required Renter's Insurance; (7) causes/performs/permits nuisance or illegal activity; or (8) fails to sign any lease renewal offered by Landlord.

B. Remedies. Upon default, Landlord may: (1) terminate Tenant's right of possession by giving at least three-day written notice to vacate (Tex. Prop. Code §24.005) and pursue eviction; (2) accelerate all unpaid rents payable during the remainder of the term/renewals; (3) exercise Landlord's lien; and (4) recover: lost rent; reletting costs (leasing/advertising/utilities/other re-lease costs); repairs beyond ordinary wear and tear; all eviction/collection costs (attorney's fees, court costs, service fees, process server fees, writ of possession fees, constable/sheriff lock-out fees, prejudgment interest); and any other lawful recovery.

C. Notice to Vacate Delivery. Any lawful method under §24.005.

D. Duty to Mitigate. If Tenant abandons, Landlord will attempt to mitigate by re-leasing and will reduce Tenant's liability accordingly.

E. Refusal/Return of Payments. After default or after due date has passed, Landlord may refuse, reject, or return any payment within thirty (30) days of receipt without waiving rights to terminate/evict or pursue remedies. Returned payments are deemed not accepted and do not cure default or reinstate tenancy.

F. Enforcement Discretion & No Waiver. Landlord may, in Landlord's sole discretion, enforce, reduce, waive, or refrain from enforcing any term/fee/penalty on a case-by-case basis. Any such decision in a particular instance does not waive any right/remedy under this Lease/law and does not prevent enforcement in any other instance, including against the same Tenant for the same violation. No pattern of leniency creates a defense or constitutes discrimination/selective enforcement.

G. Acceptance without Waiver. Landlord's acceptance of any partial or late payment or a payment marked "paid in full" does not waive Landlord's rights and will be applied first to non-rent charges before rent.

H. Fees & Charges (All as Additional Rent). In addition to rent, Tenant will pay:

1. Late fees per Section 6;
2. \$75 per returned/rejected payment plus any bank charges;
3. Lease Violation Fees per Section 12A;
4. \$75 for each Three-Day Notice to Vacate or similar statutory notice served by Landlord due to Tenant's noncompliance;
5. Court Appearance Fee of \$150 for each court appearance made by Landlord or Landlord's agent in connection with Tenant's default or eviction, in addition to and separate from any attorney's fees;
6. \$150 administrative/legal fee for any attorney demand letter or legal notice sent by Landlord's counsel due to Tenant's default, whether or not suit is filed;
7. All court filing fees, service fees, process server fees, writ of possession fees, and constable/sheriff lock-out fees;
8. All reasonable post-move-out collection costs, including collection agency fees up to forty percent (40%) of the amount owed;
9. Lockbox Removal Fee of up to \$250 per incident if Tenant fails to remove property/keys after move-out requiring additional lockbox access or trips.

28. EARLY TERMINATION

A. Special Statutory Rights. See Tex. Prop. Code §92.016 for certain tenant rights.

B. Tenant Option. If Tenant is otherwise compliant, Tenant may terminate early by: (1) providing 45 days' written notice stating the last date of occupancy; and (2) paying, at the time of notice, an Early Termination Fee equal to 180% of one month's rent in certified funds (cashier's check, money order, or wire). Rent is prorated through the revised end date. Tenant must comply with all other lease terms until the termination date or Landlord may retain the Early Termination Fee as liquidated damages and Tenant remains liable for rent as allowed by this Lease.

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29. ATTORNEY'S FEES

The prevailing party in any legal proceeding related to this Lease is entitled to recover reasonable attorney's fees, prejudgment interest, costs of service, and all other court costs, in addition to any other relief.

30. REPRESENTATIONS

Tenant's statements in this Lease and any rental application are material representations. Each party represents being of legal age to contract. Misrepresentation by Tenant is a default.

31. ADDENDA (If Checked, Incorporated)

- ☐ Agreement Between Brokers
- ☐ Premises Inspection Form
- ☐ Landlord's Rules & Regulations / Additional Parking Rules
- ☐ Owner's Association Rules
- ☐ Animal Addendum
- ☐ Pool/Spa Maintenance Addendum
- ☐ Utility Addendum
- ☐ Residential Lease Guaranty

32. NOTICES

Unless law requires hand-delivery or mail, notices and communications may be sent to the emails provided below and are effective when sent. If law requires mail/hand-delivery, use:
Timberview Properties, LLC
3422 Business Center Dr., Suite 106 #130
Pearland, TX 77584

33. LEAD-BASED PAINT

Tenant acknowledges receipt of EPA lead hazards information and has reviewed **“Protect Your Family from Lead in Your Home.”**

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34. AGREEMENT OF PARTIES

A. Entire Agreement. No oral agreements. This Lease is the entire agreement and may be changed only by written agreement.

B. Binding Effect. Binds and benefits the parties and permitted heirs/successors/assigns.

C. Joint & Several. All Tenants are jointly and severally liable. Landlord may, at its discretion, return the deposit to one or more (but less than all) Tenants; Landlord need not partition the deposit.

D. Waiver & Enforcement Discretion. Landlord's past delay/waiver/leniency in any instance is not a waiver of that or any other breach. Landlord may enforce terms/fees/penalties case-by-case without it constituting discrimination/selective enforcement and without any obligation to treat similar situations the same.

E. Severability. If any clause is unenforceable, the remainder remains enforceable.

F. Controlling Law. Texas law governs.

G. Landlord's Non-Ownership Disclosure. Landlord acts as property manager and assumes operational liability and any property liability due to Landlord's neglect.

35. INFORMATION

A. Future inquiries about this Lease, rent, or deposits should be directed to the Landlord notice address in Section 32.

- B.** Tenant is responsible before signing to determine services (utilities, connections, schools, transportation) and Property condition are adequate.
- C.** Brokers (if any) have no knowledge of lien delinquencies.
- D.** Unpaid rent/amounts may be reported to credit agencies.
- E.** Landlord need not respond to rental/payment history requests until Tenant has given termination notice and is not in breach (reasonable processing fee may apply).
- F.** If all occupants over 18 die, Landlord may grant the Emergency Contact access, permit removal of personal property, and refund deposit to such person per Tex. Prop. Code §92.014.
- G.** DPS sex-offender database: <https://records.txdps.state.tx.us/SexOffender>
- H.** Timberview Properties, LLC is not the owner of the Property; it is the property manager.
- I.** This Lease is binding upon final acceptance. Read carefully; consult an attorney if needed before signing.
- J.** Do not use this Lease with executory contracts/lease-options without advice of counsel.
- K. Renter's Insurance.** Tenant must maintain renter's insurance as set forth in Section 21 and provide proof to the address/email designated by Landlord. Landlord may force-place liability-only coverage (min \$100,000) at Tenant's expense if Tenant fails to provide proof; such cost is additional rent. Failure to maintain insurance is a default and may result in termination/eviction.

36. SIGNATURES

TENANT(S):

X _____

Name: _____

Date: _____

X _____

Name: _____

Date: _____

LANDLORD / AUTHORIZED REPRESENTATIVE:

X _____

Authorized Representative of Timberview Properties, LLC

Date: _____