

FLOOD DISCLOSURE NOTICE

In accordance with Texas law, we are providing the following flood disclosure:

- We are or are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit 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 unit is located in a flood hazard area. Most renter’s 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.
- We are or are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

As defined in Texas Property Code 92.0135(a)(2), “flooding” means “a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.”

Signatures of All Residents

Signature of Owner or Owner’s Representative

Date

Bed Bug Addendum

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This Addendum outlines your responsibility and potential liability when it comes to bed bugs.

1. Addendum. This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:
Apt. # _____ at _____

(name of apartments)
or other dwelling located at 1000 Aggie Way

_____ (street address of house, duplex, etc.)
Aggie land (city)
TX (state) 77840 (zip).

2. Purpose. This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

3. Inspection and Infestations. We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- **YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
- **YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

4. Access for Inspection and Pest Treatment. You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. You agree not to treat the dwelling for a bed-bug infestation on your own.

5. Notification. You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; AND
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

6. Cooperation. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease.

7. Responsibilities. You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease.

8. Transfers. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

**This Addendum is part of your Lease.
You are legally bound by this document. Please read it carefully.**

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

(Name of Resident) Date signed

Date signed

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.



This Lease is valid only if filled out before January 1, 2028.

Residential Lease Contract

This is a binding contract. Read carefully before signing.

This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

PARTIES

Residents Johnny Football, Von Miller, Mike Evans, Myles Garrett

Owner Old Rock

Occupants _____

LEASE DETAILS

A. Dwelling (Par. 2) House duplex or other unit and any ground, garage or improvements located at:
 Street Address: 1000 Aggie Way
 City: Aggie land State: TX Zip: 77840

B. Initial Lease Term. Begins: 08/01/2026 Ends at 11:59 p.m. on: 07/31/2027

C. Monthly Base Rent (Par. 3) \$ <u>3000.00</u>	E. Security Deposit (Par. 5) \$ <u>2500.00</u> <i>Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.</i>	F. Notice of Termination or Intent to Move Out (Par. 4) A minimum of <u>290</u> days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period <i>If the number of days isn't filled in, notice of at least 30 days is required.</i>
D. Prorated Rent \$ _____ <input type="checkbox"/> due for the remainder of 1st month or <input type="checkbox"/> for 2nd month		

G. Late Fees (Par. 3.3)
Initial Late Fee
 10 % of one month's monthly base rent or
 \$ _____
Daily Late Fee
 _____ % of one month's monthly base rent for _____ days or
 \$ _____ for _____ days
 Due if rent unpaid by 11:59 p.m. on the 3rd (3rd or greater) day of the month

H. Returned Check or Rejected Payment Fee (Par. 3.4) \$ <u>30.00</u>	J. Early Termination Fee Option (Par. 7.2) \$ _____ Notice of _____ days is required. You are not eligible for early termination if you are in default. Fee must be paid no later than _____ days after you give us notice <i>If any values or number of days are blank or "0," then this section does not apply.</i>	K. Violation Charges Animal Violation (Par. 12.2) Initial charge of \$ <u>100.00</u> per animal (not to exceed \$100 per animal) and A daily charge of \$ <u>10.00</u> per animal (not to exceed \$10 per day per animal) Insurance Violation (Master Lease Addendum or other separate addendum) \$ <u>500.00</u>
I. Reletting Charge (Par. 7.1) A reletting charge of \$ <u>2550.00</u> (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations		

L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.

Animal rent \$ _____	Cable/satellite \$ _____	Internet \$ _____
Package service \$ _____	Pest control \$ _____	Stormwater/drainage \$ _____
Trash \$ _____	Washer/Dryer \$ _____	
Other: _____	\$ _____	
Other: _____	\$ _____	
Other: _____	\$ _____	
Other: _____	\$ _____	

M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.
 If not checked above, outside trash receptacles initially provided will be paid for by: us city utility or other _____
 If we pay for receptacles initially and they are broken or missing, you or we will replace or repair them.
Utility Connection Charge or Transfer Fee: \$ 50.00 (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)

N. Other Charges and Requirements. You will pay separately for these items or comply with these requirements as outlined in a Master Lease Addendum, separate addenda or Special Provisions.
Initial Access Device: \$ _____
Additional or Replacement Access Devices: \$ _____ **Required Insurance Liability Limit (per occurrence):** \$ 500000.00
Other Fee \$ _____ Description: _____

Special Provisions. See Par. 32 or additional addenda attached. The Lease cannot be changed unless in writing and signed by you and us.

LEASE TERMS AND CONDITIONS

1. **Definitions.** The following terms are commonly used in this Lease:
 - 1.1. **“Residents”** are those listed in “Residents” above who sign the Lease and are authorized to live in the dwelling.
 - 1.2. **“Occupants”** are those listed in this Lease who are also authorized to live in the dwelling, but who do not sign the Lease.
 - 1.3. **“Owner”** may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4. **“Including”** in this Lease means “including but not limited to.”
 - 1.5. **“Community Policies”** are the written rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6. **“Rent”** is monthly base rent plus additional monthly recurring fixed charges.
 - 1.7. **“Lease”** includes this document, any addenda and attachments, Community Policies and Special Provisions.
2. **Dwelling.** You are renting the dwelling listed above for use as a private residence only.
 - 2.1. **Access.** In accordance with our Community Policies, you'll receive access information or devices for your dwelling and mailbox, and other access devices including: _____
 - 2.2. **Measurements.** Any dimensions and sizes provided to you relating to the dwelling are only approximations or estimates; actual dimensions and sizes may vary.
 - 2.3. **Representations.** You agree that designations or accreditations associated with the property are subject to change.
3. **Rent. You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.**
 - 3.1. **Payments.** You will pay your Rent by any method, manner and place we specify in accordance with our Community Policies. **Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.** We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.
 - 3.2. **Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.
 - 3.3. **Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.
 - 3.4. **Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.
 - 3.5. **Utilities and Services.** You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease.

If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date. If you delay getting service turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the dwelling, you'll be liable for the charge listed above (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If your dwelling is individually metered and you change your retail electric provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.
 - 3.6. **Pools and Yard Maintenance.** Unless otherwise noted in the Lease, you will be responsible for and pay for the following items: pool service and maintenance (if applicable); mowing and edging the lawn and maintaining all plants, trees, shrubs, etc.; watering the lawn and other vegetation; keeping the lawn, flowerbeds, sidewalks, porches and driveways free of trash and debris; and fertilizing lawn and plants. You must promptly report infestations or dying vegetation to us. You may not modify the existing landscape, change any plants, or plant a garden without our prior written approval.
 - 3.7. **Interior Pest Control.** Unless otherwise noted in the Lease, we'll arrange and pay for extermination services for all pests within the dwelling, as needed in our reasonable judgment.
 - 3.8. **Lease Changes.** Lease changes are only allowed during the Lease term or renewal period if governed by Par. 10, specified in Special Provisions in Par. 32, or by a written addendum or amendment signed by you and us. At or after the end of the
4. **Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. **If the number of days isn't filled in, notice of at least 30 days is required.**
5. **Security Deposit.** The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.
 - 5.1. **Refunds and Deductions. You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund. In accordance with our Community Policies and as allowed by law, we may deduct from your security deposit any amounts due under the Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges.** Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.
6. **Insurance. Our insurance doesn't cover the loss of or damage to your personal property.** You will be required to have liability insurance as specified in our Community Policies or Lease addenda unless otherwise prohibited by law. If you have insurance covering the dwelling or your personal belongings at the time you or we suffer or allege a loss, you agree that you will request and obtain from your insurance carrier a waiver of the insurance carrier's subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.
7. **Reletting and Early Lease Termination.** This Lease may not be terminated early except as provided in this Lease.
 - 7.1. **Reletting Charge.** You'll be liable for a reletting charge as listed in Lease Details, (not to exceed 85% of the highest monthly Rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 25; (B) move out without paying Rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due.

The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and 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.
 - 7.2. **Early Lease Termination Option Procedure.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may opt to terminate this Lease prior to the end of the Lease term **if all of the following occur:** (a) as outlined in Lease Details, you give us written notice of early termination, pay the Early Termination Option fee in full and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
 - 7.3. **Special Termination Rights. 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.**
8. **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 and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the dwelling.
 - 8.1. **Termination.** If we give written notice to you of a delay in occupancy when or after the Lease begins, you may terminate the Lease within 3 days after you receive written notice.

If we give you written notice before the date the Lease begins and the notice states that a construction or other delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice.

After proper termination, you are entitled only to refund of any deposit(s) and any Rent you paid.

9. **Care of Unit and Damages.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service because of a Lease or Community Policies violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, 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 and replacements if occurring during the Lease term or renewal period: (A) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling; (B) damage to doors, windows, or screens; and (C) damage from windows or doors left open.

RESIDENT LIFE

10. **Community Policies. Community Policies become part of the Lease and must be followed.** We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and do not change the dollar amounts owed under this Lease.

- 10.1. **Photo/Video Release.** You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.
- 10.2. **Disclosure of Information.** At our sole option and as allowed by law, 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, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your dwelling.
- 10.3. **Guests.** We may exclude from the dwelling any guests or others who, in our sole judgment, have been violating the law, violating this Lease or our Community Policies, 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 authorized occupant, or a guest of a specific resident.

Anyone not listed in this Lease cannot stay in the dwelling for more than 2 days in one week without our prior written consent, and no more than 4 days in any one month.

- 10.4. **Notice of Convictions and Registration.** You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) 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.
- 10.5. **Odors, Noise and Construction.** You agree that odors and smells (including those related to cooking), everyday noises or sounds related to repair, renovation, improvement or construction in or around the property are all a normal part of a rental living environment and that it is impractical for us to prevent them from penetrating your dwelling.

11. **Conduct.** You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the dwelling, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly, in accordance with our Community Policies. You will use your dwelling and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, and porches, and activities in common areas.

- 11.1. **Prohibited Conduct.** You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:
- (a) 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 fire arm in the dwelling or outside area; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in a way that may alarm others;
 - (b) behaving in a loud, obnoxious or dangerous manner;
 - (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;

- (d) disrupting our business operations;
- (e) storing anything in closets containing water heaters or gas appliances;
- (f) tampering with utilities or telecommunication equipment;
- (g) bringing hazardous materials into the dwelling;
- (h) using windows for entry or exit;
- (i) heating the dwelling with gas-operated appliances;
- (j) making bad-faith or false allegations against us or our agents to others;
- (k) smoking of any kind, that is not in accordance with this Lease;
- (l) using glass containers in or near pools;
- (m) conducting any kind of business (including child-care services) in your dwelling—except for any lawful business conducted "at home" by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your dwelling for business purposes; or
- (n) violating any recorded or applicable Homeowner's or Property Owner's Association rules or regulations.

12. **Animals. No living creatures of any kind are allowed, even temporarily, anywhere in the dwelling 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 and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

- 12.1. **Removal of Unauthorized Animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the dwelling, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 14. We may: keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. 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.

- 12.2. **Violations of Animal Policies and Charges.** If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your dwelling until it is removed. If an animal has been in the dwelling 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 in enforcing animal restrictions and Community Policies.

13. **Parking.** You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in our Community Policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with our Community Policies.
14. **When We May Enter.** If you or any other resident, guest or occupant is present, then repair or service persons, 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 dwelling at reasonable times for reasonable business purposes. If nobody is in the dwelling, then any such person may enter peacefully and at reasonable times (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 dwelling immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

15. **Requests, Repairs and Malfunctions.**

- 15.1. **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 Community 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 regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your dwelling constitutes a request from all residents. **The time, manner, method and means of performing maintenance and repairs, including vendor selection, are within our sole discretion.**

- 15.2. Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to replace filters and keep the dwelling cooled or heated according to our Community Policies. Air conditioning problems are normally not emergencies.
- 15.3. Utilities.** We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 15.4. Your Remedies.** We'll act with customary diligence to make repairs and reconnections within a reasonable time, 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. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. **If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you: (1) termination of the Lease and an appropriate refund under 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.**
- 15.5. No Waiver.** We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.
- 16. Our Right to Terminate for Dwelling Damage or Closure.** If, in our sole judgment, damages to the dwelling are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits, minus lawful deductions. We may remove, store, or dispose of your personal property if, in our sole judgment, it poses a health or safety hazard or impedes our ability to make repairs.
- 16.1. Property Closure.** We also have the right to terminate this Lease and your right to possession by giving you at least 30 days' written notice of termination if we are demolishing your dwelling or closing it and it will no longer be used for residential purposes for at least 6 months, or if any part of the property becomes subject to an eminent domain proceeding.
- 17. Assignments and Subletting.** You may not assign this Lease or sublet your dwelling. You agree that you won't rent, offer to rent or license all or any part of your dwelling to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your dwelling. You agree not to list any part of your dwelling on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.
- 18. 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 or 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 or window) 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 (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt 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.

- 18.1. 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 dwelling. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.
- 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 your guests or occupants 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.**
- 18.2. Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.
- 19. Resident Safety and Loss. Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; or theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.**
- 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 911 and local law enforcement authorities if any security needs arise.
- You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. 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 or gate amenities are provided, they are mechanical devices that can malfunction. 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.
- 20. Condition of the Premises and Alterations.**
- 20.1. As-Is. We disclaim all implied warranties.** You accept the dwelling, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition Form at or before move-in. You agree that after completion of the form or **within 48 hours** after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, and return it to us the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.
- 20.2. Standards and Improvements.** Unless authorized by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. Unless our Community Policies state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems, cameras, two-way talk device, video or other doorbells, or lock changes, additions, or rekeying is permitted unless required 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, appliances, furniture, telephone and television wiring, screens, locks, or security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (made with or without our consent) become ours unless we agree otherwise in writing.

21. Notices. Written notice to or from our employees, agents, or management company constitutes notice to or from us. Notices to you or any other Resident constitute notice to all Residents. Notices and requests from any Resident constitute notice from all Residents. Only a Resident may give notice of Lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

21.1. Electronic Notice. If allowed by law and in accordance with this Lease, we may give you notice electronically, by email, by phone, or by delivery to your physical address.

You agree that electronic or emailed notices **from us to you** may include, without limitation, a Notice to Pay Rent or Vacate or a Notice to Vacate. Electronic or emailed notice **from you to us** must be sent to the email address and/or resident portal specified in this Lease. You represent that you have provided your current email address to us during the rental application process, and agree we may use that address or any updated address you later provide in writing, for all notices and communications permitted under this Lease. You must notify us in writing if your email address changes.

21.2. Resident Email for Notices. You further agree that the email address you provided in the rental application process or any other email address that you have used to communicate with us may be used for receiving a Notice to Vacate or Notice to Pay Rent or Vacate, in addition to all other notices under this Lease. You may update the email address in your application only by providing written notice to us of the new email address. Any notice sent to the email address you designated in your rental application or to any other email address you have used to communicate with us will be considered delivered when sent.

EVICTON AND REMEDIES

22. Liability. Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or our Community Policies, all residents are considered to have violated the Lease.

22.1. Indemnification by You. *You'll defend, indemnify and hold us and our employees, agents, and management company harmless from all liability arising from your conduct or requests to our representatives and from the conduct of or requests by your invitees, occupants or guests.*

23. Default by Resident.

23.1. Acts of Default. You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the 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.

23.2. Eviction. *If you default, including holding over, we may end your rights of occupancy and possession by giving you at least a 24-hour written Notice to Vacate or written Notice to Pay Rent or Vacate, either of which may be given by any method allowed under law, including email and other electronic means. Any notice period in a notice to vacate or notice to pay or vacate that ends on a Saturday, Sunday, or state or federal holiday will be shortened to end on that day – it will not be extended to the next business day.*

Termination of your possession rights 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, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.

23.3. Acceleration. Unless we elect not to accelerate Rent, all monthly Rent for the rest of the Lease term or renewal period will be accelerated automatically without notice

or demand (before or after acceleration) and will be immediately due 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. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

If you don't pay the first month's Rent when or before the Lease begins, all future Rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future Rent, attorney's fees, court costs, and other lawful charges.

23.4. Holdover. You and all occupants must vacate and surrender the dwelling by or before the date contained in: (1) your move-out notice, (2) our Notice to Pay Rent or Vacate (if you don't timely pay) or our Notice to Vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all Rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the Lease term and/or increase the Rent by 25% by delivering written notice to you or your dwelling while you continue to hold over.

23.5. Other Remedies. We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. 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 costs to cover our time and expenses for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

23.6. Electronic Court Appearances. You agree that, to the extent permitted by law, any court proceeding (including an eviction case) related to this Lease may be conducted by videoconference, teleconference, or other available electronic means. Nothing in this paragraph limits either party's right to request or agree to an in-person appearance in a specific proceeding.

24. Representatives' Authority and Waivers. *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.* 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 choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or any other rights isn't a waiver under any circumstances.** Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the Lease term begins. Your Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

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.

END OF THE LEASE TERM

25. Move-Out Notice. *Before moving out, you must give our representative advance written move-out notice as stated in Par. 4, even if the Lease has become a month-to-month lease.* The move-out date can't be changed unless we and you both agree in writing.

Your move-out notice must comply with each of the following:

- Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- Your move-out notice must not terminate the Lease before the end of the Lease term or renewal period.

- (c) If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move out is required.
- (d) You must get from us a written acknowledgment of your notice.

26. Move-Out Procedures.

- 26.1. Cleaning.** You must thoroughly clean the dwelling, 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.** We may, but are not obligated to, provide a joint move-out inspection. Our representatives have 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 dwelling when: (A) the move-out date on your notice to us, the non-renewal sent to you, or the Notice to Pay Rent or Vacate or Notice to Vacate date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) dwelling keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.

You have **abandoned** the dwelling when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you've been in default for nonpayment of Rent for 5 consecutive days, or water, gas, or electric service for the dwelling not connected in our name has been terminated or transferred; **and** (C) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the dwelling abandoned. An dwelling 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 dwelling; determine any security-deposit deductions; and remove or store property left in the dwelling.
- 27.2. Removal and Storage of Property.** 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 dwelling 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 dwelling.

We're not liable for casualty, loss, damage, or theft. You must pay reasonable charges for our packing, removing and storing any property.

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

- (1) left in the dwelling 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. TAA Membership. We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the dwelling is located at the time of signing this Lease. 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. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. 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. Governmental entities may use TAA forms if TAA agrees in writing.

Name, address and telephone number of locator service (if applicable):

29. Severability and Survivability. If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 22.1, 27, 30 and 31 shall survive the termination of this Lease.** This Lease binds subsequent owners.

30. Controlling Law. Texas law governs this Lease. All litigation arising under this Lease and all Lease obligations must be brought in the county, and precinct if applicable, where the dwelling is located.

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 employees, agents, or management company. You must file any claim against us individually, and **you expressly waive your right 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. Force Majeure. If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

32. Special Provisions. The following or attached special provisions and any addenda or Community Policies provided to you are part of this Lease and supersede any conflicting provisions in this Lease.

\$100 Non-Refundable Admin Fee. Management cannot re-show house after lease is signed. Addendum A is part of lease. W/D provided for use. Mgmt does not guarantee exterior of house to be cleaned including doors, porches and/or decks. Exterior may not be free of bugs & pests. Grass, flower beds, trees/shrubs are as-is & may be dry/dead. Lawn care/yard maintenance and all utilities are the responsibility of the tenants. Each guarantor only responsible for their child. The Lease incorporates herein the Lease Contract Guaranty in its entirety subject to the foregoing sentence that each guarantor only guaranties their own child and not all tenants.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease, including all addenda, is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

_____ (Name of Resident)	_____ Date signed

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

Mold Information and Prevention Addendum

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This Addendum contains important information for you, and responsibilities for both you and us.

1. Addendum. This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:

Unit # _____
at _____

(name of apartments)

or other dwelling located at 1000 Aggie Way

(street address of house, duplex, etc.)

City/State/Zip where dwelling is located: Aggie land, TX

2. About Mold. Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. To avoid mold growth, it's important to **prevent excess moisture buildup** in your dwelling. Promptly notify us in writing about any air-conditioning or heating-system problems and any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation.

If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), **the Environmental Protection Agency recommends that you first clean the areas with soap** (or detergent) and water and let the surface dry thoroughly. When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide.

Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

**This Addendum is part of your Lease.
You are legally bound by this document. Please read it carefully.**

Resident or Residents *(all sign below)*

_____ (Name of Resident)	_____ Date signed

Owner or Owner's Representative *(sign below)*

Date signed

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

LEASE ADDENDUM FOR ADDITIONAL SPECIAL PROVISIONS

1. **Addendum.** This is an addendum to the TAA Lease for Apt. No. _____ in the Old Rock _____ Apartments in _____ Aggieland, Texas OR the house, duplex, etc. located at (street address) 1000 Aggie Way _____ in _____ Aggieland _____, Texas.

2. **Purpose.** The following special provisions become part of the Lease:

I/We understand that we are leasing a college rental property that has one single zone HVAC system installed. This system does not have separate zones that allows per bedroom temperature adjustment like zoned systems, thus air flow and temperature cannot be adjusted perfectly to all rooms and some rooms may be hotter or cooler than others. I/We understand that some rooms may be hotter/cooler than others based on many factors such as age of home, location of bedroom in house in relation to the sun, number of windows, size of windows and distance from the main air handler. I/We understand that the system has been balanced in order that all rooms get adequate air flow. Any further adjustments or supplemental aids such as black out curtains or additional heating/cooling devices would be at the tenant's cost. Owner may elect to remove fence and/or gate surrounding property and not replace. This means tenants may lose their fenced yard once the current fence or gate fails or falls apart and owner deems it necessary to remove. Do not send rent with "signature required" for delivery as this may delay rent being received in our office & increase late fees. Sheds and screened porches are "as-is" and will not be repaired or replaced. \$100 violation fee charged per occurrence for any city code violations where the owner or management company receives a formal letter or email from the city code enforcement. Violation fee to be paid by 1st of the following month and payable to Maroon and White Mgmt

Signature of All Residents

Signature of Owner or Owner's Representative

COMMUNITY POLICIES ADDENDUM

1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. _____ in the _____
_____ Apartments in _____,
Texas OR
the house, duplex, etc. located at (street address) 1000 Aggie Way
_____ in _____ Aggieland, Texas.

2. **Payments.** All payments for any amounts due under the Lease must be made:

- at the onsite manager's office
- through our online portal
- by mail to 3904 Old College Rd., Bryan TX 77801, or
- other: 3904 Old College Rd Bryan TX 77801.

The following payment methods are accepted:

- electronic payment
- personal check
- cashier's check
- money order, or
- other: _____.

We have the right to reject any payment not made in compliance with this paragraph.

3. **Security Deposit Deductions and Other Charges.** You'll 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; packing, removing, or storing property removed or stored under the Lease; removing 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 outlined in the Lease; 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 charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. ***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.***

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. **Requests, Consent, Access and Emergency Contact.** All written requests to us must be submitted by:

- online portal
- email to rentmaroon@gmail.com
- hand delivery to our management office, or
- other: _____.

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. **To opt out of receiving these messages, please submit a written request to us by the method noted above.**

You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition of the purchase of any property, goods, or services from us.

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number (979) 422-5660

(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. **Parking.** We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the apartment; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.

6. **HVAC Operation.** If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your apartment using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. **Amenities.** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.

8. **Package Services.** We do or do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. **Fair Housing Policy.** We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. **Special Provisions.** The following special provisions control over conflicting provisions of this form:

If your property has a private parking lot that requires permits, those parking permits must be affixed to the inside of your windshield. Stickers cannot be loose on dash or clipped to visor or passed between vehicles. Lost permits have a \$100 replacement fee. Damaged permits have a \$50 replacement fee and require the old permit to be turned in.

Signature of All Residents

Signature of Owner or Owner's Representative

ADDENDUM A TO LEASE CONTRACT **RULES & REGULATIONS**

IN THE EVENT OF A CONFLICT BETWEEN THIS ADDENDUM AND THE LEASE IT MODIFIES,
THE TERMS OF THIS ADDENDUM CONTROL

Keys given out at office from 4pm-5pm on start date of your lease

1st month's rent is due when picking up keys for a new lease, along with the confirmation letter from Bryan Texas Utilities or College Station Utilities that shows property address & connection date. Connection date must be on or before move-in date. One tenant will pick up all keys for the house/unit. Your parents **CANNOT** pick up your keys without prior written approval of all tenants

Carbon monoxide (if unit has gas) and smoke detectors installed in units, do not touch or remove detectors unless changing batteries, which is your responsibility

Gas Connection (if needed) with Atmos Energy is tenant's responsibility, after move-in

Rent can be mailed or dropped at office using 24/7 drop box. Rent to be paid with 1 check, money order or cashier's check. Rent is payable to the owner of the house/unit – owners name is on 1st page of the "Lease Contract". Use US Postal Service at your own risk. We do not waive late fees

- Rent prorated for 1st month if the lease start date is the 6th or later only.
- Tenants will NOT be allowed to move belongings or furniture into a unit before the start of their lease

The property is accepted in "as-is" condition. Unit being rented is "used" & may have cosmetic blemishes including scuffs on walls/baseboard/casing & mismatched touch-up paint. For new leases, we will make health & safety related repairs & professionally clean the unit, but tenant understands that every speck of dust & dirt cannot be removed & further cleaning may be needed to suit his/her desires. Due to the limited time between leases & the number of trades in the unit, your floors may not be fully cleaned or mopped. We do not clean stained grout lines.

- **If you do not renew your lease; during the leasing season we will be showing your unit to prospective tenants. We will give you at least overnight notice with a text or email message to all tenants.**
- Adding or removing a tenant and Subleasing or Roommate Replacement may only be done with management's written approval. New tenant must submit application & be approved. The fee is \$200 plus \$50 application fee per tenant/per occurrence and paid up front. This fee is non-refundable should tenants change their mind.
 - Sublease agreements are written and handled between tenants. Management does not provide these forms however all subleases must be approved in writing by management
- \$50 fee for Mgmt company to draw up agreement should new tenants want to have old tenants leave belongings in unit between leases. Paperwork must be signed by all old & new tenants at least 1 month prior to lease start
- We do not do individual leases thus we do not give individual rent receipts to accommodate 529 accounts
- The "**Move-In/Move-Out Report**" is **NOT** a maintenance request. It is a report of cosmetic issues with the unit
- **A "Holdover" past lease end date will result in a \$200 fee plus any rent due per Section 23.4 of TAA Lease**

ANIMAL POLICY: A pet cannot be added to an existing lease. Having a pet in your unit is not a right of the tenant. All animals, including ESA & service animals must be approved in writing by mgmt & animal addendum signed by all

- Non-emergency maintenance requests submitted during the August Move-In period may be delayed up to 3 weeks as priority will be given to vacant houses that our staff is preparing for new tenants.
- **NO Smoking Inside!** Tenants will be charged the expense to remove all tobacco/smoke/food/pet odors
- Mgmt does not reimburse tenants for utility bills due to repairs from normal wear & tear issues; like water leaks
- The following items may not be working & are accepted in "As-Is" condition. They will **NOT** be replaced or repaired: Sprinkler systems, screens, phone jacks & wiring, door bells, garage door openers & remotes, fridge water dispensers/filters/icemakers/built in lights & accent LED lighting. Tenant may repair/replace at tenant's cost.
- Closets and laundry areas/rooms may not have doors; they will not be added or replaced

- Units are not guaranteed to have fenced yard with gates. Owner does not pay to repair gates/latches.
- We do not guarantee bathrooms will have towel bars. Tenants may **NOT** install towel bars.
- Tenants can only install tension or spring type shower curtain rods. Charges for removing bolt/screw in rods
- Fireplaces are decorative only and as-is. In order to be used, tenants must pay to have it inspected & cleared for use by a professional that is licensed to conduct fireplace inspections & report delivered to mgmt. prior to use
- If we are providing lawn care, tenants not allowed to put up barriers/gates/locks or lawn care will be terminated
- We do not guarantee a garbage disposal in your unit. If one is installed, any issues are the tenants' responsibility unless the issue is a leak. Leaking disposal will be replaced. Jammed disposals are tenants' responsibility to fix
- All window/glass breakages and damage to mailboxes & posts or are the tenants' responsibility for repair
- Tenants to pay to fix any damage to lawns, rocks beds & boulders. If duplex, cost split between units
- We do not guarantee a working cable jack/ethernet port in each room; tenants can add professionally at their cost with prior written approval from the management company
- All garage door repairs are the responsibility of the tenants, including issues due to normal wear and tear
- Satellite dishes **CANNOT** be installed on any part of house/fence. Failure to comply will result in repair costs
- Tenants may not paint any interior or exterior wall, trim or door without written approval of management
- Tenants may not access or enter the attic for any reason and may not store any items in attic or attic spaces
- Tenants must clean dryer vent and duct located behind the dryer all the way to exterior vent cover once every 6 months. This may require hiring a duct cleaning company at your cost or removing back of dryer vent cover.
- Tenants NOT permitted to put cardboard beer boxes or dart board on walls or trampolines in yards
- Exterior/attic doors are not guaranteed to fully seal, light may be seen on sides and/or top
- Sink/bathtub drain plugs and bathtub shower rods are not provided by management
- Tenants responsible for lighting of water heaters and fridge water/air filters, if desired.
- BBQ grills cannot be used or stored on any decks with a ceiling, if evidence of use is found, grills will be removed
- Tenants cannot install combo locks on any doors without prior written permission of management. Any costs associated with opening an unauthorized locked door will be billed to the tenants account for reimbursement
- Tenants must clean their HVAC grills monthly as dust and cold air will result in mold and mildew growth if not cleaned regularly as outlined in your Mold Addendum. Management will clean for a fee paid by tenant
- Management does not pay for duct cleaning. The house/unit you are renting is used and tenant understands that there may be dust accumulated in HVAC ducts. Tenants can have professionally cleaned at their cost.

Tenants must run bathroom exhaust fans during showers and for 5 minutes after. A non-working exhaust fan must be reported immediately. Tenants must clean non porous surfaces in all bathrooms monthly as damp air will result in mildew and mold growth. Follow your Mold Addendum. Any mold/mildew found resulting from not using your vent, will result in tenant paying for remediation and repairs.

Tenants may put tacks or small nails (less than the diameter of a toothpick) in walls to hold art, posters etc. Nothing into ceilings, doors, bathtubs or wood paneled walls. Large nails, screws, drywall anchors, glue, stickers, command strips etc. are NOT allowed on any part of unit & will result in a minimum charge of \$150 per room upon move out to professionally repair the drywall.

NOT ALLOWED to mount TV's or install animal mounts on walls, \$250 charge per mount for wall repair

We DO NOT offer in person move-out walk throughs. Lease end move-out inspections are done by management after keys are dropped at office with forwarding address. Pictures will be taken of any items that are deficient and an itemized summary sent with deposit refund within 30 days as one check payable to all tenants to forwarding address that you provide.

All units MUST have the unit professionally cleaned & have a copy of the receipt for management upon move out or the cleaning invoice plus 10% will be charged to your security deposit – Using one of our preferred vendors will result in no additional charges for cleaning missed. But we will NOT contact you or any independent cleaners that you have hired to come back and fix anything missed, it will instead be deducted from your deposit

Management will professionally shampoo all carpets/floors with pet treatment/de-flea treatment (if applicable per Animal Addendum) and will deduct these amounts from the general security deposit Your unit was Professionally Shampooed before You Moved In

The below is an estimate of repairs only. Charges vary based on size of unit or house. Major damage caused by tenants, billed at contractors' invoice plus installation (Ex. Carpet, flooring, doors, appliances, windows, drywall etc.) This document does not limit the resident to above mentioned repairs. Handyman labor for above is \$75/hour.

WRITTEN ESTIMATE OF SECURITY DEPOSIT DEDUCTIONS

Item	Fee	Description
Detector/Battery	\$50/\$10	Missing or damaged (smoke or carbon monoxide)
Lawn (if applicable)	\$125+	Front or back not mowed, edged, weeded or shrubs trimmed, or any combination
Trash/Furniture	\$50+	Charge will vary depending on the amount of trash/food/furniture/belongings left
AC Filter	\$75+	Damaged/dirty/missing or signs it has not been changed at end of lease
Spackle Repair	\$150.00+	DO NOT spackle small holes, all allowed holes will be done by mgmt at no cost to tenant. Deposit will be charged for poor/incorrect spackle work.
Elec. Stove Drip Pans	\$45.00	Tenants MUST install NEW drip trays at end of lease

A \$100 charge will be incurred against your deposit to haul away loose garbage bags/trash/household items you left on your lawn or the curb after move out. Bulk furniture is only items allowed to be placed on curb for pick up by city

Do not put garbage in the recycle bin, this will result in a \$75 charge to your security deposit for the trash department to come and empty the trash from the recycle container

Do Not move any landscape boulders, they are strategically placed in the beds to prevent damage to our property. Upon move out, if any boulders have been moved, there will be a \$250 minimum charge to rent heavy equipment to safely move them back into original position

MAINTENANCE REQUESTS

Maintenance requests are to be submitted via the online form located at www.rentmaroon.com Non-Emergency requests will be handled M-F 9am-5pm.

Do not text management or staff for any maintenance issues unless it is an emergency, as your texts may not be returned or issues resolved.

An **emergency repair**, must be reported immediately via text to 979.324.5343 **AND** 979.422.5660 then followed up with a written request via the website.

- **Emergency Repairs:** Per the lease, emergencies are defined as issues that pose immediate health or safety concerns to tenant or property. Examples include interior water/sewer leaks, gas leaks, evidence of a break-in, and inability to secure exterior door. Call 911 for non-maintenance related emergencies. AC/Heat issues may cause inconvenience and discomfort but are not considered emergencies, however they will be handled with the utmost importance after a maintenance request is properly submitted.
- It is the tenants' responsibility to check breakers and GFCI's for any electrical issues prior to submitting a request. Should the issue be resolved by resetting a breaker/GFI, the tenant will be responsible for repair invoice
- It is the tenants' responsibility to change smoke detector, CO and thermostat batteries.
- Unless mentioned above as a tenant responsibility, tenants are not allowed to attempt to fix any other issues. If this occurs, tenant will be responsible to hire & pay for a professional to fix the maintenance issue.
- Management does not meet vendors to unlock your unit; it is your responsibility to schedule a time where you can meet them to unlock unit
- **If a service trip is made & no problem found or issue was caused by tenant negligence/lack of maintenance, service charges will be billed back to tenants.**

Plumbing Clogs/Disposals

Tenants responsible for all plumbing clogs, as outlined in the TAA lease which follows Texas Property Code including washing machine backups & jammed disposals. Do not put anything down any drains including toilets except for water, soapy chemicals & toilet paper. No cooking grease or flushable wipes! Owner will pay for plumbing repairs if it is determined by a licensed plumber that the clog is due to tree roots or a broken pipe that occurred naturally due to age

Pest Control

Pest Control is **NOT** provided for any units except quarterly exterior only for Wolf Run and Carter Creek Townhomes, including issues with rodents inside unit, attic or under property. We do not treat for wasps outside your residence. Owner will pay to treat for bed bugs following Texas Property Code, if reported within 48 hours of move-in as outlined in the Bed Bug Addendum

For new leases, we will provide pest control for any issues reported within 48 hours of receiving your keys. All other pest or rodent issues including those that occur after long breaks in the school year such as winter/summer break where the house may be vacant for long periods are your responsibility. All remediation & treatments are solely the responsibility of the tenants. You should take precautions before periods of vacancy

HVAC System

Tenant responsible for purchasing & changing AC filter every 30 days.

Management may perform quarterly inspections & if in our opinion the AC filter is excessively dirty or clogged, we will replace the filter & tenants account will be charged \$75. Tenant also responsible for keeping outside condenser clean of debris, dirt, weeds, lawn clippings etc. If HVAC repairs are due to a dirty filter or condensing unit, tenant will incur costs for the repair.

If house/unit is vacant for more than 48 hours, tenants must follow procedures below:

- **DO NOT** turn off the HVAC, as mold & mildew may grow due to high humidity in your house. Put AC in "auto" (not ON) mode & on a temp setting **no higher than 78** degrees. Air circulation is needed when house is vacant to remove humidity
- Tenants must leave bathroom & kitchen cabinet doors open for air flow
- **You agree to check your residence periodically** as any mold/mildew/water damage/clean up resulting from an HVAC leak/clog or malfunction or growth **may** be your responsibility. We will follow Texas Property Code and the Mold Addendum for any remediation if an issue is found.

I have read and hereby accept these policies. I have received a copy.