



LEASE RENEWAL INTENTION FORM

This form is being sent to you as notification that your lease will be expiring soon. We ask for your documented intentions for renewing the lease, or vacating the home at lease end.

YES – We Want To Renew! We will agree to the following:

- 1) We understand and agree to a 3rd Party Assessment of the home to be completed in the next few weeks and will make arrangements to be present at the home.
- 2) We understand the term length and any rental amount increase will be presented to us prior to a home assessment being conducted.
- 3) By requesting to renew your lease and allowing for assessments of the home to be conducted, tenant will agree to our **\$300 cancellation policy**. This fee will be charged if the tenant requests a lease renewal, allows for inspections of the home, and then backs out of the renewal offer. This cancellation policy is meant to prevent Larsen Properties from putting out efforts in coordinating inspections and renewal efforts while missing out on potential replacement tenants if the current tenant is unable to complete the offered lease renewal.

4) Policy Updates: **WE REQUIRE A NEW LEASE TO BE SIGNED AT EACH RENEWAL**

A. Larsen Properties requires Tenant Liability Insurance. See Below for more information regarding this requirement for all lease renewals.

B. Monthly Tenant Administration Fee: \$8.00 Per Month. All tenants will incur a \$8.00 per month Tenant Administration Fee. This monthly fee offsets the cost of ACH payments, On-Line Payments, In Person Payments, Tenant Portal Access, Electronic Statements, and 24 Hour Maintenance Hotline. (*No More \$1 or \$5 Convenience Fees Per Prior Leases)

C. Lease Renewal Preparation Fee: \$50.00.

NO – We Do Not Intend to Renew and Will Vacate the Home at Lease End

Date you will vacate home: _____

Forwarding Address: _____

We acknowledge End of Lease Procedures at www.LarsenPropertyManagement.com/tenant-end-lease/

Comments:

Tenant Name(s): _____

Current Tenant Address: _____

Email: Info@SATXPM.com Website: www.SATXPM.com

17890 Blanco Road Ste 303, San Antonio, TX 78232

Office: (210) 497-8686 Fax: (210) 247-9571

Landlord Approved Platinum Tenant Liability Insurance

Required Property Damage Liability Insurance: NOTICE! All Tenants are required to maintain property damage liability insurance on behalf of the Landlord and Property Manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both Landlord's and third parties' property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup. **Tenants are required to name Larsen Properties as an "Interested Party"**.

Such a policy shall be written not contributing with, and not in excess of coverage that Landlord may carry, and must waive all rights of subrogation against Landlord and Property Manager. It is agreed that Landlord carries insurance for its protection, and that the Tenant is not a beneficiary of such insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated in the Lease regardless of existing Landlord insurance.

Tenants may OPT OUT of purchasing this required insurance through landlord's preferred insurance provider at any time by providing written proof of the following three items:

1. Evidence of Required Insurance levels to show the Policy is in effect, when it will start & end, and who is named on the policy.
2. Larsen Properties must be named as an **"Additionally Interested"** party to the insurance binder provided by the tenant.
3. The Tenant Liability coverage has to be equal to or greater than: \$100,000 in Tenant Liability Coverage to the Property.

Cost through Larsen Properties: \$9.00 per month plus a \$3.00 per month administration fee for a total of **\$12.00 per month**, per home. Tenants are required to carry Tenant Liability Insurance. Unless a Tenant Opt Out of this insurance by following the steps above, a policy will be automatically provided to the Tenant for \$12.00 per month.

Using an Insurance Provider Outside of Property Manager Preferred Vendor: Tenant has the right to Opt Out of this requirement by providing adequate coverage as illustrated above and approved by Larsen Properties prior to lease execution.

Failure to Maintain Insurance: If the tenant's coverage for their independently self-procured tenant liability insurance is lapsed by either non-payment or non-renewal after lease execution, Larsen Properties will place that tenant under this program by default for \$12.00 per month plus a one-time \$75.00 set-up fee.

Disclosure of Relationship: Larsen Properties (SATXPM, LLC) is affiliated with the National Property Management Network (NPMN) which is a nationwide affiliation of residential property managers. The Platinum Tenant Liability Insurance program is provided by Beecher Carlson Insurance Company through the National Property Management Network (NPMN) where Broker has ownership interests and is compensated through a controlled business arrangement with NPMN from Beecher Insurance.

In the Event of a Claim: Start a claim by going to: <http://tenantclaim.com> or call 1.844.277.6640.

Coverage Notice: By electing the Tenant Liability Insurance through Landlord's preferred provider via the automatic program set forth above, Tenant will not be listed as a named insured under the Landlord's policy. The Tenant Liability Insurance policy is not designed to replace a Renter's Personal Insurance Policy. No coverage is provided to insure tenant contents with this policy.

Platinum Tenant Liability Policy

- ✓ Satisfies the Lease Requirements
- ✓ \$100,000 in Tenant Liability Coverage
- ✓ \$12.00 Per Month
- ✓ \$250 Deductible

Landlord Required Insurance

The Landlord requires all Tenants to carry a Tenant Liability Insurance policy that will offer the Landlord \$100,000 per occurrence in coverage for tenant liability damages resulting from fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, falling objects and collision with vehicles.

The Platinum Tenant Liability Policy satisfies all Landlord Requirements



LANDLORD REQUIRED TENANT LIABILITY INSURANCE

WHAT IS THE PLATINUM TENANT LIABILITY POLICY?

The Platinum Tenant Liability Policy offers coverage for tenants of single family homes by providing additional liability coverage giving tenants the ability to protect themselves against accidental damages to a home they do not own. This coverage fulfills the lease obligations from negligently caused damages associated or caused by the tenant.

WHAT IS THE COST?

\$9.00 Per Month – Per Home, plus a \$3.00 Monthly Admin Fee, for a total of **\$12.00 Per Month.**

WHAT DOES THIS POLICY COVER?

This policy offers protection from accidental or negligent damage associated with the perils of fire, smoke, explosion, backup or overflow of sewer, drain or sump, & water damage of up to \$100,000 per occurrence with no aggregate limits.

ARE WE REQUIRED TO OBTAIN THIS INSURANCE?

Yes. The Landlord requires coverage of \$100,000 per the lease agreement. Tenants may opt out of this coverage by obtaining a similar policy from their own insurance company of choice. Or – they can do nothing, and this coverage will be added to their monthly payment automatically.

HOW DOES A TENANT BENEFIT FROM THIS COVERAGE?

The Tenant is protected against accidental incidents within the home that would be the fault of the tenant. In the event of an incident without this required insurance, the Landlord would be forced to make a claim with the Landlord's insurance company. Under that claim, the Landlord's insurance company would then seek legal action against the tenant to get reimbursed for the claim.

HOW IS THIS COVERAGE DIFFERENT FROM RENTER'S INSURANCE?

The standard HO-4 Policy, more commonly known as "Renter's Insurance", only covers contents for the Tenant inside the rental home and may only offer some liability protection if any. However, with most Renter's Insurance policies, if there is a claim for damage to the home from tenant negligence, the Landlord's insurance would have to cover the loss.

DOES THIS POLICY COVER ANY OF THE CONTENTS OF MY HOME?

NO. We encourage all residents to seek out Renter's Insurance to specifically cover their personal contents inside their home & vehicles.

IS MY PROPERTY MANAGER AN INSURANCE SALESPERSON?

NO. Your property manager is not a licensed insurance salesperson.

Platinum Tenant Liability Policy

HOW MUCH IS THE DEDUCTIBLE?

In the event of a claim, the Tenant would have a \$250 per occurrence deductible portion from the settlement.

WHY DO I WANT THIS COVERAGE?

The Platinum Tenant Liability Coverage is a streamlined method to meet the Landlord's requirement in the lease to provide the required liability coverage. By opting into this policy through the lease, Tenants meet the required coverage of \$100,000 per occurrence and indemnify themselves from further legal action resulting from a loss to the property associated with a claim.

AM I ALLOWED TO OPT OUT OF AUTOMATICALLY BEING ENROLLED?

Yes. The Landlord only requires you have the lease mandated adequate coverage of \$100,000 in Tenant Liability Insurance. Should you want to Opt Out of this program at lease execution, provide the Landlord with Proof of Insurance naming the Landlord as an "Additionally Interested" party and covering the \$100,000 per occurrence.

WHO IS BACKING THIS INSURANCE?

The Platinum Tenant Liability Insurance is backed by Beecher Carlson Insurance company out of Atlanta, GA.



Platinum Tenant Liability Policy

BEECHER CARLSON

NPM NATIONAL
PROPERTY
MANAGEMENT
NETWORK

BEECHER CARLSON, Broker
Platinum Tenant Liability Policy
Claims & Support Department

<http://tenantliabilityclaim.com>

(844) 277-6640

(303) 549-9149

This **Platinum Tenant Liability Policy** program is available exclusively for residential properties under management by members or affiliates of National Property Management Network, LLC. For further information or inquiries about membership in NPMN visit: www.NationalPropertyManagement.com



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

SATXPM LLC - dba: LARSEN PROPERTIES	9002319	INFO@SATXPM.COM	210.497.8686
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
BRADLEY A. LARSEN	508737	BRAD@SATXPM.COM	210.497.8686
Designated Broker of Firm	License No.	Email	Phone
STEPHEN SCHUMACHER	554726	STEPHEN@SATXPM.COM	210.497.8686
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
YOUR PORTFOLIO MANAGER	TBD	INFO@SATXPM.COM	210.497.8686
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date



RESIDENTIAL LEASE AGREEMENT

1. PARTIES AND OCCUPANTS

The parties to this lease are:

Landlord: _____ LANDLORD NAME _____

Tenant(s): _____ TENANT NAME _____

2. PROPERTY

Landlord leases to Tenant the following Real Property:

Address: _____ ADDRESS OF HOME _____

City: _____ CITY OF HOME _____ ZIP: _____ ZIP _____

Legal: _____ LEGAL DESCRIPTION _____

County _____ COUNTY _____, Texas.

Including the following non-real-property items considered collectively as the "Property":

_____ NON-REAL PROPERTY _____

3. TERM

Commencement Date – Upon Signing of this Agreement.

Move-In Date: _____ ORIGINAL MOVE IN DATE _____

Expiration Date: _____ NEW LEASE END DATE _____

4. AUTOMATIC RENEWAL OF LEASE

This lease automatically renews on a month-to-month basis unless the Landlord or Tenant provides the other party written notice of termination no later than 30 days before the lease expiration date. Oral notice of termination is not sufficient under any circumstances.

If Landlord or Tenant fails to provide the other party timely written notice of termination as required, the lease automatically renews on a month-to-month basis.

This lease will continue to renew on a month-to-month basis unless either party provides the other with a written notice of termination no later than 30 days before the lease expiration date.

The notice of termination given by either party will be effective on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date. This also applies to Military Early Termination in accordance with **SERVICEMEMBERS CIVIL RELIEF ACT ("SCRA") 50 U.S.C. App. §§501-597b1.**

4.1. MONTH TO MONTH RENT INCREASE

If this lease agreement automatically extends into a month-to-month basis, the monthly rent payment will increase by the original lease amount plus 25% unless otherwise agreed to in writing for any short term lease extensions.

4.2. RISK MITIGATION FEE

At time of application and prior to lease signing, the undersigned tenant may have been offered an opportunity to lease the home in accordance with the guidelines for a possible Risk Mitigation Fee based on their combined credit scores. If this additional fee was presented at application approval, Tenant agrees to offer an additional risk mitigation fee in the amount of \$ _____ DOES NOT APPLY _____ due at lease commencement. Tenant has agreed with all of the terms and conditions of this fee prior to lease signing. This administrative fee is non-refundable, and will be retained by the Broker.

Tenants: _____

& Landlord or Landlord's Representative: _____

4.3. DOCUMENT PREPARATION

A document preparation fee of \$50.00 is required for each lease agreement, and any executed lease extensions.

5. RENT

A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$ RENT + 2% for each full month during this lease. The first full month's rent is due and payable only by cashier's check, electronic payment, money order or ACH.

Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before the first day of each month during this lease. Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

B. Prorated Rent: On or before the following date of N/A, Tenant will pay Landlord \$ N/A as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

C. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to:

Larsen Properties, 17890 Blanco Road Suite #303, San Antonio, Texas 78232.

D. DROP SLOT PAYMENTS: Tenants are highly discouraged from making rental payments through our office Drop Slot. Tenant acknowledges that any payment not received because of break in, theft, weather damage, or misplacement of dropped off payment is the sole responsibility of the tenant to incur and replace any losses.

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

For the purposes of paying rent and any late charges, the mailbox or 24/7 drop slot is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

E. Method of Payment: Tenant may not pay rent in cash and will pay all rent by: cashier's check, electronic payment, money order, ACH, or personal check. Landlord requires Tenant(s) to pay monthly rents by one payment.

If Tenant fails to timely pay any amounts due under this lease, or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds.

F. Monthly Tenant Administration Fee: All tenants will incur a \$8.00 per month Tenant Administration Fee. This monthly fee offsets the cost of ACH payments, On-Line Payments, In Person Payments, Tenant Portal Access, Electronic Statements, and 24 Hour Maintenance Hotline.

5.1. CHARGES DUE AT LEASE SIGNING

- A. Security Deposit: \$ ALREADY PAID
B. First Month's Rent: \$ ALREADY PAID
C. Animal Admin Fee: \$ ALREADY PAID
D. Other Fees: \$ N/A
E. Tenant Administration Fee: \$8.00
F. Lease Preparation Fee: \$50.00
Total Due: \$ \$58.00

*All funds must be received prior to Move In.

5.2. SUMMARY OF MONTHLY CHARGES

- A. Rent in the amount of: \$ NEW RENT
B. Tenant Liability Insurance: \$12.00 per month
Include in Lease: \$12.00 per month
Tenant Opt Out Approved: \$0.00
C. Tenant Administration Fee: \$8.00 per month
D. Total Monthly Payment: \$ RENT + \$20

6. LATE CHARGES

If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month no later than 4:00 PM, Tenant will pay Landlord for each late payment:

An initial late charge equal to 10% of one month's rent.

Additional late charges of \$40.00 per day thereafter until rent and late charges are paid in full.

Tenants: _____

& Landlord or Landlord's Representative: _____

Lease Concerning: _____

7. RETURNED PAYMENT

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

8. APPLICATION OF FUNDS

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

8.1 SERVING NOTICES

A \$75.00 charge will be assessed for each Notice to Vacate served or posted to the home for any reason.

8.2. CREDIT REPORTING AND COLLECTIONS

If tenant fails to fulfill the terms and obligations set out within this lease, a negative credit report reflecting the tenant's credit may be submitted to a credit reporting agency.

9. UN-AUTHORIZED ANIMALS

Check this box if NO animals are authorized in this lease.

- A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).
B. If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, Landlord may take the following action:
1. declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
2. charge Tenant, as an additional administrative fee, the initial amount of One Month's Rent and \$50 per day thereafter per animal for each day Tenant violates the lease agreement;
3. remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and

- 4. charge the Tenant the Landlord's cost to remove any unauthorized animal, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, and repair any damage to the Property caused by the unauthorized animal.

9.1. AUTHORIZED ANIMALS

Check this box if animals are authorized in this lease.

Tenant may keep the following Animal(s) on the Property.

TYPE: BREED: AGE:

GENDER: WEIGHT: COLOR:

TYPE: BREED: AGE:

GENDER: WEIGHT: COLOR:

TYPE: BREED: AGE:

GENDER: WEIGHT: COLOR:

Tenant will pay landlord a one-time administration fee in the amount of \$300.00 Per Approved Animal.

Total Administration Fee: \$ FROM PRIOR LEASE.

Tenant will allow for a yearly animal inspection of the home to include the annual inspection fee of \$100.00.

Tenant may not substitute any other animal from the list above without written consent from landlord.

9.2. ANIMAL RULES

Tenant must comply with the following:

- A. Take all reasonable action to insure that any animal does not violate the rights of other persons
B. Comply with all applicable statutes, ordinances, restrictions, home owner's association rules, or other enforceable regulations regarding any animal.
C. The animal at all times must have current rabies shots and licenses required by law.
D. Confine any animal that is a dog or cat, when outside, by fences or on leashes under Tenant's control.
E. Promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks.
Access: Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

Tenants: _____

& Landlord or Landlord's Representative: _____

MOCK LEASE AGREEMENT

Lease Concerning: _____

Liability: Tenant is responsible and liable for the entire amount of any damage to the Property or any item in the property, any personal injuries to any person, and any damage to any person's property caused by any animal. This provision applies to all parts of the home to include carpets, drapes, doors, walls, wallpaper, windows, screens, furniture, and appliances as well as landscaping or any other improvements. If an item may not be satisfactorily cleaned, tenant will pay for the replacement cost.

Assistance or Service Animals: When allowed by applicable laws, we may require written verification on or make other inquiries regarding the disability-related need for assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for an authorized assistance or service animal. Except as provided by law, all other provisions of this lease apply.

Move Out: Tenant will pay any reasonable costs that are necessary to clean, deodorize, de-flea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, and landscaping.

9.3. ANIMAL INDEMNIFICATION

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

10. SECURITY DEPOSIT

Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ FROM PRIOR LEASE by certified funds only to include Cashier's Check, Money Order, or bank wire. "Security Deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.

Commencement of Lease Agreement: At the signing of this document, the security deposit will be governed in accordance to this lease agreement and Texas property code. In the event the tenant does not occupy the home for any reason, the security deposit, and all associated fees with this lease will be forfeited to Larsen Properties.

Interest: No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.

Refund: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

10.1. NOTICES ABOUT SECURITY DEPOSITS

§92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.

Bad faith violations of §92.108 may subject a tenant to liability up to three times the rent wrongfully withheld and the landlord's reasonable attorney's fees.

The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.

View the Texas Property Code at the Texas Legislature's website: <http://www.statutes.legis.state.tx.us/>

10.2. DEDUCTIONS FROM SECURITY DEPOSIT

Landlord may deduct reasonable charges from the security deposit for:

- A. damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
- B. costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
- C. unpaid or accelerated rent;
- D. unpaid late charges or admin fees;
- E. unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
- F. unpaid animal charges;
- G. replacing unreturned keys, garage door openers, security devices, or other components;
- H. the removal of unauthorized locks or fixtures installed by Tenant;
- I. Landlord's cost to access the Property if made inaccessible by Tenant;
- J. missing or burned-out light bulbs;

Tenants: _____

& Landlord or Landlord's Representative: _____

Lease Concerning: _____

- K. packing, removing, and storing abandoned property;
- L. removing abandoned or illegally parked vehicles;
- M. costs of re-leasing (as defined in Paragraph 27), if Tenant is in default;
- N. attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- O. mailing or notice posting costs associated with sending notices to Tenant for any violations of this lease;
- P. any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- Q. cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord

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

10.3. MOVE OUT PROCEDURES

All tenants must provide the landlord a 30 day written notice of their intentions to not renew their lease agreement. The 30 day notice is effective on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.

Key Box: A key box will be placed onto the home to access for approved showings in accordance with Para 14.D.

DO NOT CLEAN CARPETS: All carpets must be professionally cleaned by Larsen Properties. See our website for details regarding our cleaning services.

DO NOT PAINT: All maintenance from a tenant move out must be performed by Larsen Properties.

Turnover of Keys: All keys and garage or gate remotes must be surrendered to Larsen Properties at the time tenant vacates the home. Rent will not stop being charged until possession of the home is turned over to landlord.

ACH Payments: Any automatic ACH payments set up by the tenant must be turned off prior to vacating the home. Failing to turn off the automatic ACH payment feature will lead to the tenant paying an additional month of rent which can only be refunded after funds have cleared. There is a \$75.00 charge to account and refund an accidental rent payment.

10.4. TENANT CHARGES

Tenant may access a complete list of charges associated for common actions that go above and beyond the normal lease agreement terms by going to the Broker's website at:

www.LarsenPropertyManagement.com/tenant.charges/

11. UTILITIES

Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example: electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

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

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

12. USE AND OCCUPANCY

Occupants: The only persons Tenant may permit to reside on the Property during the term of this lease are (include names and ages of all occupants):

OCCUPANTS 1,2,3...;---END---

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

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

Tenants: _____

& Landlord or Landlord's Representative: _____

MOCK LEASE AGREEMENT

Lease Concerning: _____

12.1. HOME OWNERS ASSOCIATION

The landlord will pay all required payments to the HOA in accordance with the by-laws and covenants associated with that Property. Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant.

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

It is the responsibility of the tenant to seek out information regarding the rules and regulations associated with living in a home governed under a HOA.

13. PARKING RULES

Tenant may not permit more than PRIOR automobiles on the property not including motorcycles. No recreational vehicles, trailers, or boats may be parked on the property at any time unless authorized by Landlord in writing. Tenant must also adhere to any HOA guidelines regarding vehicle parking.

14. ACCESS BY LANDLORD

Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the last 30 days of this lease or during the last 30 days of any lease renewal period. Landlord or Landlord's contractor may take interior and exterior photographs and or video images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

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

Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$85.00.

14.1. ACCESS WHEN FOR SALE OR RENT

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the **last 30 days of this lease or during the last 30 days of any lease renewal period.** Landlord or Landlord's contractor may take interior and exterior photographs and or video images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

Tenant may withdraw Tenant's authorization to place a key box on the Property indicated in para 14.D by providing written notice to Landlord and paying Landlord a fee of **One Month's Rent** as consideration for the withdrawal. No showings of the home will be permitted during this time to coincide with Tenant's written notice to vacate the Property.

If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14.C.

15. MOVE-IN CONDITION

Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS.

Tenant will complete an Inventory and Condition Form (included with lease), noting any damages to the Property, and deliver it to Landlord within 5 (five) days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. **The Inventory and Condition Form is not a request for repairs.** Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT CONDITION

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

Definitions:

"Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

Tenants: _____

& Landlord or Landlord's Representative: _____

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"Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and the date in which the tenant specifies as the move out date in a written notice has passed – or – Tenant date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed – or - Tenant returns keys and access devices that Landlord provided to Tenant under this lease.

"Abandonment" occurs when all of the following occur:

- A. All occupants have vacated the Property, in Landlord's reasonable judgment;
- B. Tenant is in breach of this lease by not timely paying rent; and
- C. Landlord has delivered written notice to Tenant, via courier by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 1 calendar day from the date of notice.

Personal Property Left After Move-Out: If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may dispose, store, or sell such personal property by following procedures in §54.045(b)-(e), Property Code.

Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16.C. for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE

Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- A. keep the Property clean and sanitary and dispose of all garbage in appropriate receptacles;
- B. supply and change heating and air conditioning filters at least once a month;
- C. supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- D. maintain appropriate levels of necessary chemicals or matter in any water softener;
- E. take action to promptly eliminate any dangerous condition on the Property;

- F. take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- G. replace any lost or misplaced keys;
- H. pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- I. remove any standing water;
- J. know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- K. promptly notify Landlord, in writing, of all needed repairs.

17.1 YARD MAINTENANCE

Landlord, **at Landlord's expense**, will maintain the yard. Tenant will permit Landlord and Landlord's contractor's reasonable access to the yard and will remove any pet from the yard at appropriate times. This does not excuse the tenant from watering the yard as stated above.

Tenant, **at Tenant's expense**, will maintain the yard as defined below.

YARD: This means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.

MAINTAIN THE YARD: This means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.

Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited one to two times per week as allowed per water restrictions.

17.2 POOL MAINTENANCE

Any pool either above ground or in ground will be maintained by the landlord. Tenant must allow access per arranged times and will be liable for trip charges according to Para 14.

Tenants: _____

& Landlord or Landlord's Representative: _____

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17.3 PROHIBITIONS ON MAINTENANCE

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

- A. Remove any part of the Property or any of the Landlord's personal property from the Property;
- B. remove, change, add, or rekey any lock;
- C. make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- D. permit any water furniture on the Property;
- E. install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- F. alter, replace or remove flooring material, paint walls, or install wallpaper;
- G. install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- H. keep or permit any hazardous material on the Property such as flammable or explosive materials;
- I. keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- J. dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; or
- K. cause or allow any lien to be filed against any portion of the Property.

Failure to Maintain: If Tenant fails to comply with this Paragraph 17.1 - 17.3 Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents.

Smoking: Smoking by Tenant, Tenant's guests, family, or any occupants is not permitted on the Property including the garage and covered patios. If smoking is not permitted and does occur on the Property, Tenant will be in default and Landlord may exercise Landlord's remedies under Paragraph 27.

18. REPAIRS

(Notice: Subchapter B, Chapter 92, Property Code governs repair obligations). Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call the property manager, at 210.497.8686. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

NOTICE: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost to repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563.

Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

18.1 COMPLETION OF REPAIRS

Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.

Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

Tenants: _____

& Landlord or Landlord's Representative: _____

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18.2 PAYMENT OF REPAIR COSTS:

Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence: water heaters; or water penetration from structural defects, or heating and air conditioning systems.

Landlord will NOT pay to repair the following items unless caused by Landlord's negligence or conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant: damage to doors, windows, and screens; damage from windows or doors left open; damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property; items that are considered cosmetic in nature with no impact on the functionality or use of the home.

Non-Real Property Landlord Will Not Repair:

The following specific items or appliances that may be non-real property attached with the home will not be repaired by Landlord:

NON-REAL PROPERTY

Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay an \$85.00 trip charge to Landlord and any trip charge the repair person may charge.

Un-Necessary Work Order Charge: If a repair request is made and a technician arrives at the home to find that no repair is necessary, Tenant will pay an \$85.00 trip charge to Landlord and any trip charge the repair person may charge.

18.3. DISCLOSURE OF INFORMATION ON LEAD BASED PAINT HAZARDS

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting a home built before 1978, landlords must disclose the presence of any known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

DISCLOSURE:

A. Presence of lead-based paint and/or lead-based paint hazards - check (1) or (2) below:

(1) Known lead-based paint and/or lead-based paint hazards are present in this home (explain):

(2) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in this home.

B. Records and reports available to the tenant check (1) or (2) below:

(1) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the home (list documents below):

(2) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

TENANT'S ACKNOWLEDGMENT:

By signature below, tenant has either (1) received copies of all information listed above, and/or (2) Tenant has received the pamphlet "Protect Your Family from Lead in Your Home" which also can be found by clicking on the link:http://www.hud.gov/offices/lead/library/enforcement/pyf_eng.pdf

AGENT'S NOTICE TO LANDLORD-ACKNOWLEDGMENT:

A. The brokers and agents to the lease notify Landlord that Landlord must: (a) provide tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) disclose any known lead-based paint and/or lead based paint hazard in the home; (c) deliver all records and reports to Tenant pertaining to lead-based paint and/or lead based paint hazards in the home; (d) retain a copy of this lease agreement with this completed disclosure paragraph for at least 3 years.

B. The brokers and agents to this lease agreement have advised Landlord of landlord's obligations under 42 U.S.C.4852d and is aware of his/her responsibility to ensure compliance.

Tenants: _____

& Landlord or Landlord's Representative: _____

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19. SECURITY DEVICES AND DOOR LOCKS

Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.

Request to ReKey Home: All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant must be paid by Tenant in advance.

If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices authorized by §92.156(e).

20. SMOKE ALARMS

Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.

21. LIABILITY

Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants or other occurrences or casualty losses. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any approved animals.

22. HOLDOVER

If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

23. RESIDENTIAL LANDLORD'S LIEN

Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.

24. SUBORDINATION

This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to any landlord liens. The tenant is not permitted at any time to sub-lease the home without express written permission from the landlord.

25. ATTORNEY'S FEES

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

Tenants: _____

& Landlord or Landlord's Representative: _____

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26. REQUIRED TENANT LIABILITY INSURANCE

All Tenants are required to maintain property damage liability insurance on behalf of the Landlord and Property Manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both Landlord's and third parties' property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup. **Tenants are required to name Larsen Properties as an "Interested Party".**

Such a policy shall be written not contributing with, and not in excess of coverage that Landlord may carry, and must waive all rights of subrogation against Landlord and Property Manager. It is agreed that Landlord carries insurance for its protection, and that the Tenant is not a beneficiary of such insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated in the Lease regardless of existing Landlord insurance.

Tenants may OPT OUT of purchasing this required insurance through landlord's preferred insurance provider at any time by providing written proof of the following three items:

1. Provide Evidence of Required Insurance levels to show the Policy is in effect, when it will start & end, and who is named on the policy.
2. Larsen Properties must be named as an "Additionally Interested" party to the insurance binder provided by the tenant.
3. The Tenant Liability coverage has to be equal to or greater than \$100,000 in Tenant Liability Coverage per occurrence.

Cost through Larsen Properties: \$9.00 per month plus a \$3.00 per month administration fee for a total of **\$12.00 per month**, per home. Tenants are required to carry Tenant Liability Insurance. Unless a Tenant Opts Out of this insurance by following the steps above, a policy will be automatically provided to the Tenant for \$12.00 per month.

Using an Insurance Provider Outside of Property Manager Preferred Vendor: Tenant has the right to Opt Out of this requirement by providing adequate coverage as illustrated above, and approved by Larsen Properties prior to lease execution.

Failure to Maintain Insurance: If the tenant's coverage for their independently self-procured tenant liability insurance is lapsed by either non-payment or non-renewal after lease execution, Larsen Properties will place that tenant under this program by default for \$12.00 per month plus a one-time \$75.00 set-up fee.

Disclosure of Relationship: Larsen Properties (SATXPM, LLC) is affiliated with the National Property Management Network (NPMN) which is a nationwide affiliation of residential property managers. The Platinum Tenant Liability Insurance program is provided by Beecher Carlson Insurance Company through the National Property Management Network (NPMN) where Broker has ownership interests and is compensated through a controlled business arrangement with NPMN from Beecher Insurance.

In the Event of a Claim: Start a claim by going to this site: <http://tenantllclaim.com> or call 1.844.277.6640.

Coverage Notice: By electing the Tenant Liability Insurance through Landlord's preferred provider via the automatic program set forth above, Tenant will not be listed as a named insured under the Landlord's policy. The Tenant Liability Insurance policy is not designed to replace a Renter's Personal Insurance Policy. No coverage is provided to insure tenant contents with this policy.

27. DEFAULT BY LANDLORD

If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.

27.1 DEFAULT BY TENANT

Tenant Default: If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one-day written notice to vacate

Unpaid Rents: all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand

Tenant Liability: under this paragraph the tenant will be liable for:

- A. Any lost rents to include Landlord's cost of re-leasing the Property for any re-leasing fees, advertising fees, utility charges, and other fees necessary to re-lease the Property.
- B. Repairs to the Property for use beyond normal wear and tear

Tenants: _____

& Landlord or Landlord's Representative: _____

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- C. All Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest.
- D. All Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and any administration fees.
- E. Any associated costs of re-keying the Property in accordance with Texas Property Code.

Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to release the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION - INVOLUNTARY

This lease begins on the Commencement Date and ends on the Expiration date unless: (i) automatically renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27.1, or by other agreement of the parties in writing, or this Paragraph. Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

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

Military: If Tenant is or becomes a service member or a dependent of a service member, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days.

Military Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph in addition to: **SERVICEMEMBERS CIVIL RELIEF ACT ("SCRA") 50 U.S.C. App. §§501-597b1**

Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.

Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

28.1 EARLY TERMINATION - VOLUNTARY

Tenant may request an early termination to this lease by allowing Broker to seek an approved replacement tenant and must strictly adhere to ALL of the following procedures:

ONE - Tenant must pay the early termination fee of One Month's Rent plus a \$200 Admin Fee.

TWO - Tenant must specify a move out date.

THREE - Upon receipt of payment, landlord will begin to advertise the property in the attempts to locate a replacement tenant at terms equal to or acceptable to the landlord per the current lease agreement. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.

FOUR - Any replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign a new lease agreement with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord.

FIVE - Tenant will continue to pay the agreed to monthly rent, and all utilities, until a replacement tenant is located and a new lease agreement is executed.

SIX - Tenant will vacate the home on or before the specified date given for their early move out. All security deposits are subject to the guidelines in Paragraph 10.

Tenants: _____

& Landlord or Landlord's Representative: _____

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29. REPRESENTATIONS

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

30. ADDENDA

Incorporated into this lease are the following addenda. If Landlord's Rules and Regulations are made part of this lease, Landlord may these amend these Rules from time to time.

- Move-In Procedures and Optional Lockbox Access
- Sight Un-Seen Addendum
- _____

31. SPECIAL PROVISIONS

32. AGREEMENT OF PARTIES

Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant.

Binding Effect: This lease is binding upon and insures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.

Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.

Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

33. NON-DISPARAGEMENT AGREEMENT

OWNER, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, web based, cloud based or "review" type publication or site, effective the date of this agreement.

This provision relates to remarks / statements / publications / opinions / evaluations or any other mental thought process reduced to writing regarding: (1) this agreement; (2) any parties' performance under this agreement; (3) the lease agreement to which this provision is an addendum to; (4) any duty or obligation or action of or by the property manager that relates to or touches upon the management of the property.

If any dispute arises regarding whether any remark/statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, any remark/statement or publication shall be irrefutably deemed disparaging if: (1) any other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within 72 hours written request. OWNER, TENANT and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at Two Hundred Fifty Dollars per day for each remark/statement/representation that is disparaging or is not removed within 72 hours of request to remove said remark/statement/representation.

OWNER, TENANT and PROPERTY MANAGER further agree that enforcement of this provision is appropriate through temporary restraining order and/or injunctions and permanent and/or mandatory injunctions, notwithstanding any rights under the United States and/or Texas Constitutions or other codified statute, regulation or code, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other. The parties to this agreement agree that this provision shall survive the termination, expiration, or cancellation or absence of any lease agreement and this agreement is enforceable at any time should any party publish a remark/statement/publication or other writing which is subject to this provision.

Venue and Jury Waiver: TENANT expressly submits to the jurisdiction of the State of Texas and agrees that venue in any litigation touching or concerning this agreement shall be proper ONLY in Bexar County, Texas. Additionally, for purposes of this Agreement and any lease agreement between, TENANT, OWNER and/or PROPERTY MANAGER, agree that any resolution will be resolved by a bench trial and each party EXPRESSLY WAIVES its right to a Jury Trial and agrees that any and all conflicts involving litigation shall be resolved by a Bench Trial.

Tenants: _____

& Landlord or Landlord's Representative: _____

