



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 RentWerx San Antonio 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. **RentWerx San Antonio 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:** \$100.00.

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 <http://rentwerxsa.com/tenant-end-lease/>

Comments:

Tenant Name(s): _____

Current Tenant Address: _____

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 RentWerx San Antonio 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. RentWerx San Antonio 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 RentWerx San Antonio: \$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 RentWerx San Antonio 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, RentWerx San Antonio 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: RentWerx.San Antonio (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://tenantlclaim.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?

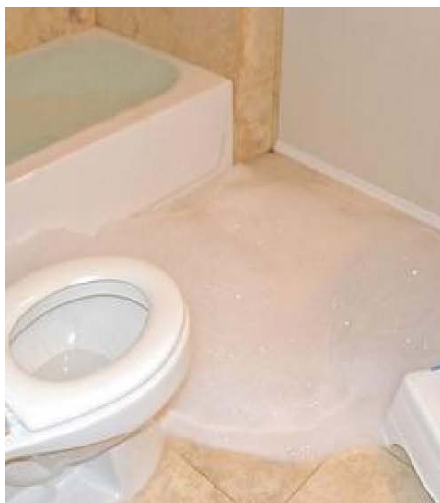
The Platinum Tenant Liability Coverage is a streamlined method to meet the Landlord's requirement in the lease to provide the required liability coverage. By opting into this policy through the lease, Tenants meet the required coverage of \$100,000 per occurrence and indemnify themselves from further 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://tenantllclaim.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 licensees 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:
 - o that the owner will accept a price less than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o any coincidental 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.

RentWerx San Antonio Licensed Broker /Broker Firm Name or Primary Assumed Business Name	9002319 License No.	Web@RentWerxSA.com Email	(210)497-8686 Phone
Bradley A. Larsen Designated Broker of Firm	508737 License No.	Brad@RentWerx.com Email	(210)497-8686 Phone
Stephen Schumacher Licensed Supervisor of Sales Agent/ Associate	554726 License No.	Stephen@RentServiceTeam.com Email	(210)497-8686 Phone
_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	(210)497-8686 Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

FROM 9/11 TO A 911 CALL

OUR BRAVE WARRIORS PUT
THEIR LIVES ON THE LINE TO
FIGHT FOR OUR COUNTRY
AND OUR SAFETY.



For Every Property Management Referral
RentWerx San Antonio will donate \$500
To the Warriors Heart Foundation.

Go to: www.ReferWarriorsHeart.com

WARRIORS HEART IS FOUNDED BY WARRIORS
FOR WARRIORS. We specialize in the treatment
of chemical dependencies and co-occurring
psychological disorders relating to PTSD (post-
traumatic stress disorder).



WARRIORS HEART IS A COMPLETELY PRIVATE INPATIENT HEALING CENTER.
Our focus is on serving the men and women who are veterans, military, law enforcement,
1st responders, and other warriors.

BUILT BY WARRIORS... FOR WARRIORS.
Call Now 866.747.6609

WWW.WARRIORSHEART.COM



RESIDENTIAL LEASE AGREEMENT

1. PARTIES TO THE LEASE

The parties to this lease are:

Landlord(s): LANDLORD NAME

Tenant(s): TENANT NAME

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 anniversary 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. RentWerx 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.**

2. PROPERTY

Owner 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":

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 a shorter lease extension. Tenants will incur a \$85.00 Month to Month Administration Fee each month until a longer lease extension is arranged in writing.

3. ORIGINAL TERM OF LEASE

Commencement Date – Upon Signing of this Agreement.

Move-In Date: ORIGINAL MOVE IN DATE.

Anniversary Date: NEW LEASE END DATE.

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 tenant 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 RentWerx.

4. AUTOMATIC RENEWAL OF LEASE

This lease automatically renews on a month-to-month basis unless either party 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 either party fails to provide the other party timely written notice of termination as required, the lease automatically renews on a month-to month basis.

4.3. DOCUMENT PREPARATION

A document preparation fee of \$100 is required for each lease agreement, and any future executed lease extensions.

Tenants: _____

& Owner or Owner's Representative: _____

4.4. MOVE-IN ORIENTATION

All new tenants at lease signing will pay a one-time Move-In Orientation Fee of \$99.00. Within the first three (3) business days of the tenant move in, arrangements will be made for a walk through inspection and home orientation with Scott’s Inspections – a Licensed Texas Real Estate Commission Inspection Company.

The Move-In Orientation will be arranged and conducted with a licensed Texas Real Estate Commission Inspector from Scott’s Inspections. A representative from RentWerx will not be present during the Move-In Orientation. Work order requests must be submitted separately.

The inspector will provide the tenant with a brief orientation and instruct them on basic home maintenance, including changing air filters, unclogging a garbage disposal, water cut-offs, smoke alarms, fuse & breaker box locations, and Ground Fault Circuit Interrupter (GFCI) resets. The written report will include interior and exterior photos. The exterior will be documented with photos of all four sides of the home, the roof, any exterior equipment, and yard. Interior photos will be of each room, included equipment, any damaged or defective conditions, and an overall view of most areas. A copy of this report will be sent to the tenant and RentWerx for record.

5. RENT

Monthly Rent: For each full month during this lease, Tenant will pay Landlord monthly rent in the amount of \$ RENT + 2%.

Due Date: Rent is due the 1st of Each Month.

Tenant will ensure 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 timely payment obligations.

Prorated Rent: \$ N/A. Tenant agrees to pay Landlord prorated rent from the **Move-In Date** to the last day of the month in which the lease begins.

If Tenant fails to timely pay any amounts due under this lease, or if any payment is returned by the institution on which it was drawn, RentWerx may require Tenant to pay all balances due and future payments in certified funds.

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.

Tenants: _____

5.1 METHOD OF PAYMENT

Tenant will pay all rent by: cashier’s check, electronic payment, money order, ACH via online tenant portal, or personal check.

DO NOT SEND RENT PAYMENT CHECKS VIA US MAIL!

All rent payments must be received by Landlord on or before the 1st day of Each Month. Partial payments will not be accepted. **NO CASH IS ACCEPTED!**

5.2. CHARGES DUE AT LEASE SIGNING

- A. Security Deposit: \$ ALREADY PAID
 - B. First Month’s Rent: \$ ALREADY PAID
 - C. Monthly Animal Fee: \$ ALREADY PAID
 - D. Other Fees: \$ N/A
 - E. Tenant Administration Fee: \$8.00
 - F. Lease Preparation Fee: \$100.00
 - G. Move-In Orientation Fee: \$99.00
- Total Due:** \$ N/A

*All funds must be received prior to Move-In.

5.3. 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. Monthly Animal Fee: \$ FROM PRIOR LEASE

Total Monthly Payment: \$ RENT + 2%

6. LATE CHARGES

If RentWerx **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 RentWerx 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.

& Owner or Owner’s Representative: _____

7. RETURNED PAYMENT

Tenant will pay RentWerx \$85.00 for each payment Tenant tenders to RentWerx which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until RentWerx receives full 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, RentWerx 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, animal charges, and then to rent.

8.1. SERVING NOTICES

A \$85.00 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.

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).

If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, RentWerx may take the following action:

- A. Declare Tenant to be in default of this lease and exercise remedies under Paragraph 27.
B. Charge Tenant, as an additional administrative fee, an equal amount to One Month's Rent payable to RentWerx to be applied as an additional animal fee. In addition, the Tenant will be charged \$50 per day thereafter per animal for each day Tenant violates the lease agreement.
C. 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 Manager's intention to remove the unauthorized animal.

Tenants: _____

- D. Charge the Tenant the total 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 RentWerx a monthly administration fee in the amount of \$30.00 Per Approved Animal.

Total Monthly Approved Animal Fee: \$ FROM PRIOR LEASE

Tenant will allow for a yearly animal inspection of the home.

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

9.2. ANIMAL RULES

Tenant must comply with the following:

A. Take all reasonable action to insure 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 RentWerx or other person's access to Property in its entirety as permitted by the lease.

& Owner or Owner's Representative: _____

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.

Fraudulent Assistance or Service Animals: Should it be determined that a Tenant or Occupant of the Property has allowed an animal to occupy the home under false terms or fraudulent proof as an Assistance or Service Animal, Tenant shall incur a \$5,000 fee payable to RentWerx, per animal, under this provision.

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 Owner, RentWerx, and RentWerx 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 RentWerx in the amount of \$ ALREADY PAID 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.

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 take occupation of the home, the security deposit, and all associated fees with this lease will be forfeited to RentWerx.

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

Refund: Tenant must give RentWerx at least thirty (30) days written notice of surrender before RentWerx 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.

Preparation Fee: Tenant will incur a \$45.00 security deposit preparation fee covering all inspections, accounting, documentation, archiving, and mail service associated with the refund and accounting of all security deposit funds.

10.1. NOTICES ABOUT SECURITY DEPOSITS

§92.108, Texas 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 meant for unpaid rent.

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

The Property Code does not obligate RentWerx to return or account for the security deposit until the tenant surrenders the Property and gives RentWerx a written statement of the tenant's forwarding address, after which RentWerx 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 damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property to include the following provisions:

- A) Full term of lease or renewable lease term has been completed and fully complied with.
- B) At least 30 days written notice prior to the anniversary / renewal date was presented.
- C) No damage left to the property or its contents beyond normal wear and tear.
- D) The entire property to include appliances, bathrooms, closets, walls, windows, garages, and carpets or other flooring surfaces cleaned.
- E) Replace any burnt out or missing light bulbs and replace HVAC Air Filters.

Tenants: _____

& Owner or Owner's Representative: _____

- F) Mow, Edge, and Maintain the yard (if yard is not in an Owner's Association)
- G) There is no balance of outstanding fees, charges, delinquent rents or unpaid utilities.
- H) Removal of all unauthorized locks or fixtures installed by Tenant.
- I) A forwarding address has been provided to the Landlord in writing.
- J) Surrender of all keys, gate remotes, or garage remotes to the Landlord.

If Tenant is in default, Tenant will incur all attorney's fees, costs of court proceedings, costs to re-lease the home, and any unpaid charges or fees.

If any excess deductions are not paid in full within 10 days of written demand, tenant will incur a monthly interest charge of 5% of the balance due each month.

10.3. MOVE OUT PROCEDURES

All tenants must provide RentWerx 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. RentWerx is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.

Key Box: A key box may be placed onto the home to access for approved showings.

DO NOT CLEAN CARPETS

DO NOT PAINT

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

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 \$85.00 charge to account and refund an accidental rent payment.

Move Out Instructions: Further move out instructions are posted on the company website and should be referenced as part of this lease agreement.

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 RentWerx, 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 inform RentWerx of any changes in Tenant's phone numbers or email 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.

12.1. OWNERS ASSOCIATION

The Owner will pay all required payments to the Owners Association 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 Owner for any fines or other charges assessed against Owner for violations by Tenant of any owners' association rule or restrictive covenant.

Tenants: _____

& Owner or Owner's Representative: _____

Non-Compliance: If Tenant violates and is given notice of any Owners Association non-compliance issues to include regulations, covenants, or restrictions an administrative fee will be paid to the Landlord of \$85.00, plus any costs incurred, in addition to any incurred fine imposed by the Association.

Optional Association Fees: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities. Example: an optional pool fee.

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 AND VEHICLE RULES

All vehicles parked on the property must be currently licensed, registered, operational and properly parked. Tenant agrees to abide by all parking rules established by Landlord or Owners Association rules. No trailers, vehicles on blocks, motorcycles, boats, RV's, or commercial vehicles are allowed on the property without Landlord's prior written approval. Tenant is not to repair or disassemble vehicles on the property. Any unauthorized vehicles may be towed at Tenant expense. Tenant is allowed the following vehicles:

PRIOR

14. ACCESS BY RENTWERX

Advertising: RentWerx 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. RentWerx 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, RentWerx or other licensed agents 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 RentWerx or other licensed 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), RentWerx may charge Tenant a trip charge of \$85.00

14.1. WITHDRAWAL OF ACCESS

Tenant may withdraw Tenant's authorization to place a key box on the Property by providing written notice to RentWerx and paying 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 RentWerx or other licensed agents are denied or are not able to access the Property after first attempting to contact Tenant, RentWerx may charge Tenant \$85.00 per incident.

15. MOVE-IN CONDITION

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

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.

Definitions:

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

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

"Abandonment" occurs when all of the following occur: All occupants have vacated the Property, in managers reasonable judgment; Tenant is in breach of this lease by not timely paying rent; and RentWerx has delivered written notice to Tenant, via courier by affixing it to the outside of the main entry door, stating that RentWerx considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required which will be one 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 RentWerx may dispose, store, or sell such personal property by following procedures in §54.045(b)-(e), Texas Property Code.

Tenants: _____

& Owner or Owner's Representative: _____

Tenant must reimburse RentWerx all reasonable costs for packing, removing, storing, and selling any personal items left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE

At time of Move In – Tenants have had the opportunity to fully inspect the property and accepts the condition of the property “As-Is”.

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

- A. Keep the Property clean and sanitary.
- 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).
- D. Maintain appropriate levels of necessary chemicals or matter in any water softener.
- E. Take immediate action to promptly eliminate any dangerous conditions on the Property.
- F. Replace any lost or misplaced keys.
- G. Pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law.
- H. 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.
- I. Promptly notify Landlord, in writing, of all needed repairs.

Deductions of Repair Costs From Monthly Rent: At no time during this lease agreement will the Tenant be allowed to deduct un-authorized repair expenses from the monthly rent.

17.1 YARD MAINTENANCE

Owner, **at Owner's expense**, will maintain the yard. Tenant will permit contractor's reasonable access to the yard and will remove any animals from the yard at appropriate times.

Tenant, **at Tenant's expense**, will maintain the yard as defined in this paragraph. In the event Tenant fails to maintain the yard causing it to die or suffer damage, Tenant shall be responsible for the cost of replacement.

YARD: This means all lawns, shrubbery, bushes, flowers, gardens, rocks , trees under 8 foot high, or other landscaping and foliage on or encroaching on the Property. This does not include common areas maintained by an owners' association.

MAINTAIN THE YARD: Mow, Fertilize, Trim, Control Pests, Control Weeds, Turn Mulch, and Trim Hedges & Bushes.

Tenant is not obligated to perform any trimming of trees taller than 8 foot high on or adjoining the property.

WATERING: Tenant will water the yard at reasonable times as allowed per current local water use guidelines. Tenant will be responsible to ensure lawn watering systems are left intact and are working as intended.

FORCE MAINTENANCE: Should tenant receive two or more HOA violation letters indicating the yard fails to meet the neighborhood guidelines, Manager may implement monthly routine lawn maintenance at tenant expense.

17.2 POOL MAINTENANCE

Any property with a swimming pool, either above ground or in ground, will be maintained by RentWerx at Owner Expense. Tenant must allow access per arranged times and will be liable for any incurred trip charges of \$85.00 per incident for failing to allow for access to the yard, or failing to restrict animal access to yard at time of servicing.

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. Unless otherwise approved in writing, **Tenant May Not:**

- A. Remove any part of the Property or any of the Landlord's personal property.
- B. Remove, change, add, or rekey any locks.
- 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.

Tenants: _____

& Owner or Owner's Representative: _____

- 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.
- 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.

Failure to Maintain: If Tenant fails to comply, Landlord may exercise any remedies necessary under this lease agreement to perform whatever action required to bring the Tenant into compliance. Tenant must immediately reimburse Landlord the reasonable costs incurred plus any administrative or attorney’s fees assessed by Landlord.

Smoking: Smoking by Tenant, Tenant’s guests, family, or any occupants is not permitted on the Property including the garage and covered patios. If evidence of smoking is found on the property, Tenant may be deemed to be in default.

18. REPAIRS

Notice: Subchapter B, Chapter 92, of the Texas Property Code governs repair obligations.

Routine Repair Requests: All requests for repairs must be in writing and delivered to RentWerx. If Tenant is delinquent in rent at the time a repair notice is given, RentWerx is not obligated to make the repair.

Emergency Repair Requests: 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.

AFTER HOURS EMERGENCY MAINTENANCE HOTLINE:

CALL: (210)497.8686 and Press 2.

NOTICE: If RentWerx 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 RentWerx 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 RentWerx 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 sole discretion.

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

18.2 OWNER HOME WARRANTY

The decision to employ the services of a 3rd party Home Warranty is solely up to the home Owner. RentWerx makes no claim or guarantees of service with a 3rd party Home Warranty provider on behalf of the Owner for service requests with their home. This paragraph will serve as notice that the Owner may currently carry, or will carry, a Home Warranty plan with a 3rd party provider.

Tenants: _____

& Owner or Owner’s Representative: _____

18.3 PAYMENT OF REPAIR COSTS

Except as otherwise specified in this lease, RentWerx 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. This includes, but is not limited to, repairs to water heaters, water penetration from structural defects, or heating and air conditioning systems.

RentWerx will NOT pay to repair the following items unless caused by Owner'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 RentWerx Will Not Repair:

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

Trip Charges and/or Un-Necessary Work Order Charges:

Tenants will be charged a \$85.00 trip charge from Landlord in addition to any vendor trip charges when a repair person is unable to access the Property with Tenant to complete a requested repair, or if the requested repair is unable to be identified with a repairman on site.

19. SECURITY DEVICES AND DOOR LOCKS

Subchapter D, Chapter 92, of the Texas 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; (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. RentWerx will arrange the property to be re-keyed and brought under full compliance of all these guidelines within 7 days after occupation of the property.

Request to Re-Key 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, RentWerx may deduct from the security deposit reasonable costs incurred to rekey security devices authorized by the property code section §92.156(e).

20. SMOKE ALARMS

Subchapter F, Chapter 92, of the Texas 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, Texas Property Code.

21. LIABILITY

RentWerx 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 RentWerx 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 RentWerx rent for the holdover period and indemnify RentWerx 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. SUBORDINATION & SUB-LEASE

This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to any RentWerx liens.

Tenants: _____

& Owner or Owner's Representative: _____

The tenant is not permitted at any time to sub-lease the home without express written permission from RentWerx.

Tenants may OPT OUT of purchasing this required insurance through the RentWerx preferred insurance provider by providing written proof of the following three items PRIOR to the signing of this lease agreement:

24. ASSIGNMENT

This lease and tenancy may become subject to assignment by Landlord in the event of a Landlord or Management Company organizational change.

Tenant may not assign this lease agreement without written permission from the Landlord subject to application fees and lease modification fees with optional approval by Landlord.

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. RentWerx 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.

24.1. LEASE NULLIFICATION

This lease agreement is a proprietary document licensed solely for the use of Owners under property management services with RentWerx. In the event RentWerx no longer manages the home on behalf of the Owner this lease agreement, and all terms associated with it, will become null and void upon written notification being sent to all parties of the change in management. This does not exclude sales where title to the home is conveyed to a buyer.

Cost through RentWerx: \$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.

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.

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 RentWerx prior to lease execution.

26. REQUIRED TENANT LIABILITY INSURANCE

All Tenants are required to maintain property damage liability insurance on behalf of the Owner and Property Manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both Owner'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 RentWerx as an “Interested Party”.**

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, RentWerx will place that tenant under this program by default for \$12.00 per month plus a one-time \$85.00 set-up fee.

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

Disclosure of Relationship: RentWerx (RentWerx, 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 RentWerx 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.

Tenants: _____

& Owner or Owner's Representative: _____

Lease Concerning: _____

Coverage Notice: By electing the Tenant Liability Insurance through the RentWerx preferred provider via the automatic program set forth above, Tenant will not be listed as a named insured under the Owner’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 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 RentWerx 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: Tenant will be liable for:

- A. Any lost rents to include 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.
- C. All 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 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.

RentWerx 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.

Lease Reinstatement Fee: If Tenant is found to be in default of this lease agreement and pursues options to remain in the home, Landlord will charge a \$250 Lease Reinstatement Fee.

28. EARLY TERMINATION - INVOLUNTARY

This lease begins on the Commencement Date and ends on the Anniversary date unless automatically renewed, extended by written agreement, or terminated under Tenant default. 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 with adequate court or law enforcement documentation.

Military: If Tenant is or becomes a service member or a dependent of a service member, Tenant may terminate this lease by delivering to RentWerx 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, Texas 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 RentWerx with a copy of a court order described under §92.016, Texas Property Code protecting Tenant or an occupant from family violence committed by a co-tenant or occupant of the Property. If the family violence is committed by someone other than a co-tenant or co-occupant of the Property, Tenant must give a **30 day** written notice of termination.

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 RentWerx with the documentation required by §92.0161, Texas Property Code.

28.1 EARLY TERMINATION - VOLUNTARY

OPTION ONE – Replacement Tenant Option: In the event a Tenant may request an early lease termination, Tenant may request Landlord to seek an approved replacement tenant and must strictly adhere to ALL of the following procedures:

NOTE: Landlord is not obligated to attempt to find another tenant in accordance with this paragraph.

Tenants: _____

& Owner or Owner’s Representative: _____

MOCK LEASE AGREEMENT

Lease Concerning: _____

ONE - Tenant must pay the early termination fee equivalent to 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 Landlord per the current lease agreement.

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.

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 then subject to the guidelines contained in this lease.

OPTION TWO - Optional Buyout Program: In the event of a voluntary early lease termination, Tenant may request an optional buyout of the remaining lease agreement terms. This program is offered under the sole discretion of Landlord approval with strict compliance.

ONE - Tenant will pay Landlord the early termination fee equivalent to One Month's Rent plus a \$200 Admin Fee.

TWO – Tenant will pay an additional two month's equivalent of rent as a Landlord Admin Fee prior to vacating the home.

THREE – Landlord will amend this lease agreement to end 60 days from the time of surrender.

*Tenants will be allowed to pro-rate monthly rent allowing them to vacate as soon as possible.

**All security deposits are then subject to the guidelines contained in this lease.

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. RentWerx may amend the Rules and Regulations as part of this lease agreement with written notice.

Move-In Procedures and Optional Lockbox Access

Tenants: _____

Sight Un-Seen Addendum

31. SPECIAL PROVISIONS

32. AGREEMENT OF PARTIES

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

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

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.

SEX OFFENDERS: Landlord does not agree to rent, lease, or otherwise grant any occupancy or residency to sexual offenders or sexual predators. This includes any residency, either as tenants themselves or guest of our tenants for any duration, including long term or short term residency. If any Tenant or Occupant should become a registered sex offender, or sexual predator in any state or nations by a government authority, Tenant must notify Landlord in writing within one business day and all Tenants must adhere to the following terms:

- A. All Tenants agree to voluntarily vacate the property when given a 7-day notice by Landlord that a Sexual Predator has occupied the property.
- B. The security deposit shall be forfeited as liquid damages. Tenant waives notice from Landlord for any claims to a security deposit.
- C. Tenant shall be responsible for the cost of releasing the property and for any losses suffered by the Landlord including lost rent, leasing fees, advertising fees, attorney's fees, court costs, and any other costs as a result of the vacancy of enforcing this lease.

& Owner or Owner's Representative: _____

Lease Concerning: _____

33. NON-DISPARAGEMENT AGREEMENT

LANDLORD, TENANT and PROPERTY MANAGER mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks or statements or publications regarding the others 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 or 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 or 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 of said requests.

LANDLORD, TENANT and PROPERTY MANAGER mutually agree that damages for failure to comply with this provision shall be liquidated at \$250 per day for each remark, statement, representation that is disparaging or is not removed within 72 hours of written request.

LANDLORD, 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 state 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, cancellation, absence or denial of any lease agreement and/or lease application submitted by TENANT 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: APPLICANT/TENANT expressly submit to the jurisdiction of the State of Texas and agree 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, APPLICANT/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.

34. INFORMATION

Services to Home: It is Tenant's responsibility to determine, before signing this lease if all services such as utilities, connections, schools boundaries, and transportation are accessible to or from the Property and such services are sufficient for Tenant's needs and wishes.

Owners Home Mortgage: RentWerx, a party to this lease agreement, has no knowledge of whether the Owner is delinquent in the payment of any lien against the Property.

Request for Rental Payment History: RentWerx is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord / property manager until Tenant has paid the \$25.00 payment history charge. Tenant must not be in breach of lease at the time.

Next of Kin: If all occupants over 18 years of age die during this lease, RentWerx may permit the person named below to access the Property at reasonable times to permit the named person to remove Tenant's personal property and refund the security deposit, less deductions, to the named person. §92.014, Texas Property Code governs procedures to follow in the event of a tenant's death.

Name: _____ NOK NAME _____

Phone: _____ NOK PHONE _____

Address: _____ NOK ADDRESS _____

E-mail: _____ NOK EMAIL _____

Tenants: _____

& Owner or Owner's Representative: _____

MOCK LEASE AGREEMENT

Lease Concerning: _____

35. SIGNATURES:

Owner Signature Date Tenant Signature Date

Owner Signature Date Tenant Signature Date

And / Or signed on behalf of Landlord (Owner) under written property management agreement:

RentWerx, LLC - dba: **RentWerx**; TREC License #9002319 Date

Tenants: _____ & Owner or Owner's Representative: _____