



## **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 agreement or vacating the home at lease end.

### **YES – We Want to Renew and We Will Agree to the Following:**

- 1) We understand and agree that a 3<sup>rd</sup> Party Inspection of the home must be completed in the next few weeks and will assist in making 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 inspection being conducted. An updated draft lease is included with this form.
- 3) By requesting to renew your lease agreement and allowing for an inspection of the home to be conducted, the tenant will agree to a **\$300 Cancellation Policy**. This fee will be charged if the tenant requests a lease renewal, allows for an inspection of the home, and then backs out of that renewal offer.
- 4) **POLICY UPDATES:** We require a new lease to be signed at each renewal.

- a. RentWerx now includes a **Resident Benefits Package** with all Lease Agreements. See Below Flyer for More Information. Any past agreements for Tenant Liability Insurance will be cancelled and replaced by this new benefit.

**This will be charged to all tenants at \$27.00 Per Month.**

Tenants may opt-out of the insurance portion of this program by showing proof of Renter's Insurance with coverage of at least \$20,000, and naming RentWerx as **ADDITIONALLY INSURED** for a cost difference savings of \$14 per month. (\$13.00 will still apply as part of the Residents Benefits Package).

Select the following for the Resident Benefit Package:

I want to move forward with the full Resident Benefit Package.

I want to opt-out of the insurance portion and will provide proof of Renter's Insurance before the renewal inspection takes place.

- b. Lease Renewal Preparation Fee: \$100.00
- c. **NEW!** Get your Initial **SECURITY DEPOSIT Back!** (More Info on Page 3)

- d. Par 6 (LATE CHARGES) - If RentWerx **does not actually receive** a rent payment in the full amount at the designated place of payment by the **4th day of each month** no later than 4:00 PM, Tenant will pay RentWerx for each late payment, **A late charge equal to 12% of one month's rent** in accordance with Texas Property Code § 92.0191.
- e. Par 9.1 (AUTHORIZED ANIMALS) - **Tenant will pay RentWerx a monthly administration fee in the amount of \$35.00 Per Approved Animal. Any approved restricted breed animals will incur an additional charge of \$35.00 + \$25.00 per month, per animal.**

**NO – We DO NOT Intend to Renew and Will Vacate at Lease End**

Date to vacate home: \_\_\_\_\_

Forwarding Address: \_\_\_\_\_

We Acknowledge the End of Lease Procedures at <https://rentwerx.com/tenant-end-lease>

Comments:

Tenant Name(s): \_\_\_\_\_

Current Tenant Address: \_\_\_\_\_



## Preferred Tenant Program for Well Qualified Applicants

### GET YOUR SECURITY DEPOSIT BACK NOW!

RentWerx has designed a program to give approved applicants an opportunity to ease the burden of up-front expenses when leasing one of our homes. **The standard security deposit is one month's rent + \$200.** In this program, an approved applicant has the **OPTION** to apply for approval during the lease application process allowing them to not have to pay the standard security deposit mentioned above. A request from MyObligo.com will be sent to the applicant once they pass the RentWerx screening criteria. During that next process, the applicant will apply thru MyObligo.com using their Credit Card and Checking Account as the means to cover any damages incurred at the end of the lease agreement.

An approved applicant will incur a monthly charge by our Billing Authorization Technology vendor – MyObligo.com. The monthly charge collected by MyObligo.com will vary upon the monthly lease amount of the home to opt out of the standard security deposit. This is an **OPTIONAL** program only offered on a case by case basis with the Landlord or RentWerx maintaining full authority to rescind this offer at any time, for any home.

**RentWerx uses Billing Authorization Technology through MyObligo.com. See the information below.**

**MyObligo.com Minimum = \$9.90 Per Month**

This program is only offered to well qualified applicants with the following criteria:

- 1) Combined TransUnion Tenant score of 615+.
- 2) Must be approved through the RentWerx Third Party Affiliate MyObligo.com.
- 3) **At Lease Renewal, pay the one-time Preferred Tenant Program Admin Fee of \$95.00.**

<u>Deposit Amount = Cost Per Month</u>		<u>Deposit Amount = Cost Per Month</u>	
\$1,400	\$9.90(minimum)	\$2,300	\$16.90
\$1,500	\$10.90	\$2,400	\$17.90
\$1,600	\$11.90	\$2,500	\$17.90
\$1,700	\$12.90	\$2,600	\$18.90
\$1,800	\$13.90	\$2,700	\$19.90
\$1,900	\$13.90	\$2,800	\$20.90
\$2,000	\$14.90	\$2,900	\$21.90
\$2,100	\$15.90	\$3,000	\$22.90
\$2,200	\$16.90	\$3,000 + Scales Up Accordingly	

For any damage to the home (above fair wear and tear) after RentWerx conducts a final inspection, **an itemized final bill will be presented to the outgoing tenant for payment through MyObligo.com** in accordance with the lease agreement. All conditions of the lease apply for Security Deposit (Para 10) and (Para 16).

**NO, I am NOT Interested.**

**YES, I am Interested!**

**Steps to Sign Up for The Preferred Tenant Program:**

- 1) Agree to an updated Credit Check based off your last application.
- 2) Pay the \$95.00 Preferred Tenant Program Admin Fee.
- 3) Must sign a 6 month or longer lease renewal extension.
- 4) Apply and be Approved through MyObligo.com – a RentWerx affiliate partner.

**Once approved, RentWerx will immediately return the full security deposit via check to the tenant upon execution of a 6 month or longer lease renewal.**

Tenant Name(s): \_\_\_\_\_

Tenant Address: \_\_\_\_\_



## **RESIDENT BENEFITS PACKAGE**

### **\$27.00 Per Month**

Included with **ALL** lease agreements under RentWerx is the ***Resident Benefits Package***. Tenants will be named as Additionally Insured under the RentWerx Master Insurance Policy. Tenants would be responsible for any charged deductibles of \$500 per incident for claims. These features are included for \$27.00 per month.

**1) \$100,000 Tenant Liability Insurance Coverage Provided Under the RentWerx Master Policy.**

Benefit: Tenants are covered under the RentWerx master policy for \$100,000 in liability.

**2) \$20,000 Renter's Content Coverage Provided Under the RentWerx Master Policy.**

Benefit: Tenants are covered under the RentWerx master policy for \$20,000 in renter's content coverage.

**3) \$10,000 Renter's Bodily Injury Coverage Provided Under the RentWerx Master Policy.**

Benefit: Tenants are covered under the RentWerx master policy for \$10,000 in bodily injury.

**In the event of a claim:** Tenants are instructed to contact RentWerx for claim submission.

**Deductible:** RentWerx carries a \$500 deductible which will be applied to any claims.

**4) No Additional Charges for All Rental Payment Options to Include In-Person, ACH, or Check.**

Benefit: Tenants simply pay their rent plus the \$27.00 per month for an all-inclusive payment.

**5) Included Tenant Portal for Maintenance, Payment Options, and Electronic Statements.**

Benefit: Tenants have free access to our Tenant Portal to submit maintenance requests, pay online using all included payment options to include the automatic ACH option, and have access to electronic statements.

**6) Free Credit Reporting for All Rental Payments made during this Lease to TransUnion.**

Benefit: Tenants receive the benefit of positive credit reporting for all on-time rental payments to TransUnion.

**7) 24/7 Maintenance Hotline with Live Phone Support.**

Benefit: Tenants can reach a live person after hours for emergency maintenance concerns.

**8) One Time Returned Payment Fee Forgiveness. (\$85.00)**

Benefit: RentWerx will grant a one-time waiver of a returned ACH or Check payment fee.

**Frequently Asked Questions:**

**Can I opt out of this Resident Benefits Package?** Yes – But only the Insurance Portion. RentWerx is providing the Resident Benefits Package to all tenants. The included insurance coverage is under RentWerx as a Master Policy and applied to each home under management. Tenants receive the benefits of the coverage without applications, credit checks, or billing.



**What if I have my own Renters Insurance coverage?** The **Resident Benefits Package** will apply to all homes and tenants under the RentWerx Master Policy. **Tenants may opt-out of the insurance portion of this program by showing proof of Renter's Insurance with coverage of at least \$20,000, and naming RentWerx as ADDITIONALLY INSURED for a cost difference savings of \$14 per month.**



## 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:
  - 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 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.

<b>RentWerx</b>	<b>9002319</b>	<b>Web@RentWerx.com</b>	<b>(210)497-8686</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>Melanie Thomas</b>	<b>638704</b>	<b>Melanie@RentWerx.com</b>	<b>(210)497-8686</b>
Designated Broker of Firm	License No.	Email	Phone
<b>Melanie Thomas</b>	<b>638704</b>	<b>Melanie@RentWerx.com</b>	<b>(210)497-8686</b>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
_____	_____	_____	_____
Sales Agent/Associate's Name	License No.	Email	Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date

Lease Concerning: \_\_\_\_\_



# RESIDENTIAL LEASE AGREEMENT

## 1. PARTIES TO THE LEASE

The parties to this lease are:

Landlord(s): \_\_\_\_\_  
\_\_\_\_\_.

Tenant(s): \_\_\_\_\_  
\_\_\_\_\_.

## 2. PROPERTY

Owner leases to Tenant the following Real Property:

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP: \_\_\_\_\_

Legal: \_\_\_\_\_

County \_\_\_\_\_, Texas.

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

## 3. ORIGINAL TERM OF LEASE

**Commencement Date** – Upon Signing of this Agreement.

**Move-In Date:** \_\_\_\_\_.

**Anniversary Date:** \_\_\_\_\_.

## 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.

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.**

### 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.

### 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 \$\_\_\_\_\_ 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.

### 4.3. DOCUMENT PREPARATION

A document preparation fee of \$100 is charged for each lease agreement, renewal, or scheduled rent increase.

Tenants: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_



Lease Concerning: \_\_\_\_\_

#### 4.4. HOME CONDITION GUARANTEE

Within the first five (5) business days of occupying the home, if tenant is not satisfied with the condition of the home as viewed prior to lease signing, tenant may request lease cancellation and receive a full refund to their security deposit, rent, animal fees, lease preparation fee, risk mitigation fee, and application fees. The tenant must vacate the home and turn in all keys & electronic devices to RentWerx. This paragraph does not apply to a lease agreement with a *Site Un-Seen Addendum to Lease* and is subject to Landlord or RentWerx final approval.

#### 4.5. 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 moving into the home, arrangements may be made at the tenants earliest available time for a walk-through visual inspection and home orientation.

The inspector will provide the tenant with a brief orientation of the home to 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. A copy of this report will be sent to the tenant and RentWerx. **Any new work order requests must be submitted separately.**

#### 5. RENT

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

**Due Date:** Rent is due the 1<sup>st</sup> 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:** \$\_\_\_\_\_. Prior to and no later than move in, 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 lease begins within seven (7) calendar days from the end of the month, tenant will be required to pay the next full month's rent in addition to the pro-rated rent at time of lease signing.

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.

**Resident Benefits Package:** Included with ALL lease agreements under RentWerx is the Resident Benefits Package. Tenants will be named as Additionally Insured under the RentWerx Master Insurance Policy. Tenants would be responsible for any charged deductibles of \$500 per incident for claims.

These features are included with the **\$27.00 monthly fee:**

- 1) \$100,000 Tenant Liability Insurance Coverage Provided Under the RentWerx Master Policy.
- 2) \$20,000 Renter's Content Coverage Provided Under the RentWerx Master Policy.
- 3) \$10,000 Renter's Bodily Injury Coverage Provided Under the RentWerx Master Policy.

**In the event of a claim:** Tenants are instructed to contact RentWerx for claim submission.

**Deductible:** RentWerx carries a \$500 deductible which will be applied to any claims charged to the Tenant.

- 4) No Additional Charges for All Rental Payment Options to Include In-Person, ACH, or Check.
- 5) Included Tenant Portal for Maintenance, Payment Options, and Electronic Statements.
- 6) Free Credit Reporting for All Rental Payments made during this Lease to TransUnion.
- 7) 24/7 Maintenance Hotline with Live Phone Support.
- 8) One Time Returned Payment Fee Forgiveness. (\$85.00)  
\*Includes a one-time waive of the fee in paragraph 7.

Tenants may opt-out of the insurance portion of this program by showing proof of Renter's Insurance with coverage of atleast \$20,000, and naming RentWerx as **ADDITIONALLY INSURED** for a cost difference savings of \$14 per month.

#### 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 1<sup>st</sup> day of Each Month. Partial payments will not be accepted. **NO CASH IS ACCEPTED!**

Tenants: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

**5.2. CHARGES DUE AT LEASE SIGNING**

- A. Security Deposit: \$ \_\_\_\_\_
- B. Preferred Tenant Program: \$ \_\_\_\_\_
- C. First Month's Rent: \$ \_\_\_\_\_
- D. Monthly Animal Fee: \$ \_\_\_\_\_
- E. Other Fees: \$ \_\_\_\_\_
- F. Resident Benefits Package: \$ \_\_\_\_\_
- G. Lease Preparation Fee: \$100
- Total Due: \$ \_\_\_\_\_**

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

**5.3. SUMMARY OF MONTHLY CHARGES**

- A. Rent in the amount of: \$ \_\_\_\_\_
- B. Resident Benefits Package: \$ \_\_\_\_\_
- C. Monthly Animal Fee: \$ \_\_\_\_\_

**Total Monthly Payment: \$ \_\_\_\_\_**

**5.4. SCHEDULED RENT INCREASE**

Rent **WILL NOT** increase during the initial term of this lease agreement as indicated in Paragraph 3.

Rent **WILL** increase to \_\_\_\_\_ with the first increased rent payment due on \_\_\_\_\_.

Continued Monthly Animal Fee: \$ \_\_\_\_\_

Continued Resident Benefits Package: \$ \_\_\_\_\_

Total Monthly Payment: \$ \_\_\_\_\_

- Tenant **IS** Charged a \$100 Renewal Fee.
- Tenant **IS NOT** Charged a \$100 Renewal Fee.

**6. LATE CHARGES**

If RentWerx **does not actually receive** a rent payment in the full amount at the designated place of payment by the **4<sup>th</sup> day of each month** no later than 4:00 PM, Tenant will pay RentWerx for each late payment, **A late charge equal to 12% of one month's rent** in accordance with Texas Property Code § 92.0191.

Tenants: \_\_\_\_\_

**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 all credit reporting agencies.

**All collection actions will incur a 50% surcharge of the total balance due. If any excess security deposit deductions or charges are not paid in full within 10 days of written demand, tenant will be placed into collection attempts from a 3<sup>rd</sup> party.**

**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.

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

- 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.
- 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.

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.

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

**Fraudulent Assistance, Service, or Emotional Support 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, Service, or Emotional Support 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.

### 9.1. 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 \$35.00 Per Approved Animal.**

**Any approved restricted breed animals will incur an additional charge of \$35.00 + \$25.00 per month, per animal. A separate Dog Liability Insurance Policy naming RentWerx as "Additional Insured" must be presented prior to move in.**

**Total Monthly Approved Animal Fee: \$ \_\_\_\_\_.**

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.

### 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.

Tenants: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

### 10. PREFERRED TENANT / SECURITY DEPOSIT

**Preferred Tenant Program:** As an approved applicant to this program, tenant agrees to all terms and conditions with MyObligo.com as a third-party Billing Authorization Technology vendor to include the monthly charge to use their service. The monthly charge collected by MyObligo.com will vary upon the monthly lease amount of the home. At lease signing, a one-time Preferred Tenant Program Admin Fee of \$95.00 will be charged by RentWerx.

For any damage to the home above fair wear and tear after RentWerx conducts a final inspection, an itemized final bill will be presented to the outgoing tenant through MyObligo.com in accordance with their terms of service and this lease agreement. All conditions of this lease agreement for Security Deposit (Para 10) and Move Out Condition (Para 16) will apply.

**Standard Security Deposit:** On or before execution of this lease, Tenant will pay a security deposit to RentWerx in the amount of \$\_\_\_\_\_ 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.

#### 10.1. NOTICES ABOUT SECURITY DEPOSITS

**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.

§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.
- 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.

#### 10.3. SECURITY DEPOSIT 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.

Tenants: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

### 10.4. 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**  
**LEAVE THE PROPERTY IN BROOM CLEAN CONDITION**

**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):

**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.

**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.*

Tenants: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

### 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:

### 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.**

Tenants: \_\_\_\_\_

### 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.

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).

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

- 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.

Tenants: \_\_\_\_\_

### 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.
- 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.

& Owner or Owner's Representative: \_\_\_\_\_

**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.

Tenants: \_\_\_\_\_

**18.2 OWNER HOME WARRANTY**

The decision to employ the services of a 3<sup>rd</sup> party Home Warranty is solely up to the home Owner. RentWerx makes no claim or guarantees of service with a 3<sup>rd</sup> 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 3<sup>rd</sup> party provider.

**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.

& Owner or Owner's Representative: \_\_\_\_\_



**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 Animals, 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, any tenant animal attack incidents, 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.

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

**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.

**25. 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.

**26. 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: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

## 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.**

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.

Tenants: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

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
- 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.

Tenants: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

Lease Concerning: \_\_\_\_\_

### 33. 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: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

### 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:**

\_\_\_\_\_  
On behalf of RentWerx, LLC - dba: **RentWerx**; TREC License #9002319

\_\_\_\_\_  
Date

Tenants: \_\_\_\_\_

& Owner or Owner's Representative: \_\_\_\_\_

### 34. LEAD-BASED PAINT

**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 pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and / or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

#### DISCLOSURE:

**Presence of lead-based paint and / or lead-based paint hazards.** Landlord has no knowledge of lead-based paint and / or lead-based paint hazards in the Property.

**Records and reports available to Landlord.** Landlord has no reports or records pertaining to lead-based paint and / or lead-based paint hazards in the Property.

**TENANT'S ACKNOWLEDGEMENT:** Included with this lease agreement is a link to view the pamphlet entitled Protect Your Family from Lead in Your Home.

<https://RentWerx.com/EPA>