

**FLOOD DISCLOSURE NOTICE**

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

- We  are or  are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter’s insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We  are or  are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

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

Signatures of All Residents

Signature of Owner or Owner’s Representative

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Date

# Apartment Lease Contract

This is a binding contract. Read carefully before signing.

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

**PARTIES**

Residents Example  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner Matthew 25 LLC  
\_\_\_\_\_  
\_\_\_\_\_

Occupants Example  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEASE DETAILS**

**A. Apartment (Par. 2)**

Street Address: M25 Apartments  
Apartment No. 0000 City: Fort Worth State: TX Zip: 76110

**B. Initial Lease Term.** Begins: 06/01/2024 Ends at 11:59 p.m. on: 05/31/2025

**C. Monthly Base Rent (Par. 3)**

\$ 0.00

**E. Security Deposit (Par. 5)**

\$ 0.00

**F. Notice of Termination or Intent to Move Out (Par. 4)**

A minimum of 30 days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period

**D. Prorated Rent**

\$ \_\_\_\_\_

- due for the remainder of 1st month or
- for 2nd month

*Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.*

*If the number of days isn't filled in, notice of at least 30 days is required.*

**G. Late Fees (Par. 3.3)**

**Initial Late Fee**

- \_\_\_\_\_ % of one month's monthly base rent or
- \$ 40.00

**Daily Late Fee**

- \_\_\_\_\_ % of one month's monthly base rent for \_\_\_\_\_ days or
- \$ 5.00 for 1 days

Due if rent unpaid by 11:59 p.m. on the 4th (3rd or greater) day of the month

**H. Returned Check or Rejected Payment Fee (Par. 3.4)**

\$ 35.00

**J. Optional Early Termination Fee (Par. 7.2)**

\$ \_\_\_\_\_  
Notice of \_\_\_\_\_ days is required.

**You are not eligible for early termination if you are in default.**

Fee must be paid no later than \_\_\_\_\_ days after you give us notice

*If values are blank or "0," then this section does not apply.*

**K. Animal Violation Charge (Par. 12.2)**

Initial charge of \$ 200.00 per animal (not to exceed \$100 per animal) and

A daily charge of \$ 25.00 per animal (not to exceed \$10 per day per animal)

**I. Reletting Charge (Par. 7.1)**

A reletting charge of \$ 68.00 (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations

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

Animal rent	\$ _____	Cable/satellite	\$ _____	Trash service	\$ _____
Internet	\$ <u>40.00</u>	Package service	\$ _____	Pest control	\$ _____
Storage	\$ _____	Stormwater/drainage	\$ _____	Washer/Dryer	\$ _____
Other: <b>Water</b>					\$ <u>40.00</u>
Other:	_____				\$ _____
Other:	_____				\$ _____
Other:	_____				\$ _____

**M. Utilities and Other Variable Charges.** You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.

**Utility Connection Charge or Transfer Fee:** \$ \_\_\_\_\_ (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)

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

## LEASE TERMS AND CONDITIONS

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

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

The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed.
  - 7.2. **Early Lease Termination Procedures.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may terminate the Lease prior to the end of the Lease term **if all of the following occur:** (a) as outlined in Lease Details, you give us written notice of early termination, pay the early termination fee and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
  - 7.3. **Special Termination Rights. You may have the right under Texas law to terminate the Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.**
8. **Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of Rent on a daily basis during delay, **and** (2) your right to terminate the Lease in writing as set forth below. Rent abatement and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.
  - 8.1. **Termination.** If we give written notice to you of a delay in occupancy when or after the Lease begins, you may terminate the Lease within 3 days after you receive written notice.

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

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

**9. Care of Unit and Damages.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or Community Policies violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

**Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs and replacements occurring during the Lease term or renewal period, including: (A) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment; (B) damage to doors, windows, or screens; and (C) damage from windows or doors left open.**

## RESIDENT LIFE

**10. Community Policies. Community Policies become part of the Lease and must be followed.** We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and applicable to all units in the apartment community and do not change the dollar amounts in Lease Details.

**10.1. Photo/Video Release.** You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.

**10.2. Disclosure of Information.** At our sole option, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your apartment.

**10.3. Guests.** We may exclude from the apartment community any guests or others who, in our sole judgment, have been violating the law, violating this Lease or our Community Policies, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an authorized occupant, or a guest of a specific resident in the community.

Anyone not listed in this Lease cannot stay in the apartment for more than   2   days in one week without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, 2 days total per week will be the limit.

**10.4. Notice of Convictions and Registration.** You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

**10.5. Odors and Noise.** You agree that odors, smoke and smells including those related to cooking and everyday noises or sounds are all a normal part of a multifamily living environment and that it is impractical for us to prevent them from penetrating your apartment.

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

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

**11.1. Prohibited Conduct.** You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud, obnoxious or dangerous manner;

(c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;

(d) disrupting our business operations;

(e) storing anything in closets containing water heaters or gas appliances;

(f) tampering with utilities or telecommunication equipment;

(g) bringing hazardous materials into the apartment community;

(h) using windows for entry or exit;

(i) heating the apartment with gas-operated appliances;

(j) making bad-faith or false allegations against us or our agents to others;

(k) smoking of any kind, that is not in accordance with our Community Policies or Lease addenda;

(l) using glass containers in or near pools; or

(m) conducting any kind of business (including child-care services) in your apartment or in the apartment community—except for any lawful business conducted “at home” by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your apartment for business purposes.

**12. Animals. No living creatures of any kind are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission.** If we allow an animal, you must sign a separate Animal Addendum and, except as set forth in the addendum, pay an animal deposit and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

**12.1. Removal of Unauthorized Animal.** We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 14. We may: keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges.

**12.2. Violations of Animal Policies and Charges.** If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

**13. Parking.** You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in our Community Policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with our Community Policies.

**14. When We May Enter.** If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times (by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.



## 15. Requests, Repairs and Malfunctions.

### 15.1. **Written Requests Required.** *If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our Community Policies*

(except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your apartment constitutes a request from all residents. **The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.**

### 15.2. **Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our Community Policies. Air conditioning problems are normally not emergencies.

### 15.3. **Utilities.** We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

### 15.4. **Your Remedies.** We'll act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. **If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you: (1) termination of the Lease and an appropriate refund under 92.056(f); (2) have the condition repaired or remedied according to § 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.**

## 16. Our Right to Terminate for Apartment Community Damage or Closure.

If, in our sole judgment, damages to the unit or building are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits, minus lawful deductions. We may remove your personal property if, in our sole judgment, it causes a health or safety hazard or impedes our ability to make repairs.

### 16.1. **Property Closure.** We also have the right to terminate this Lease and your right to possession by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if any part of the property becomes subject to an eminent domain proceeding.

## 17. Assignments and Subletting.

You may not assign this Lease or sublet your apartment. You agree that you won't rent, offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.

## 18. Security and Safety Devices. We'll pay for missing security devices that are required by law. You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests.

You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

*Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole or window) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next Rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.*

### 18.1. **Smoke Alarms and Detection Devices.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor your guests or occupants may disable alarms or detectors. **If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's Rent, actual damages, and attorney's fees.**

### 18.2. **Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

## 19. Resident Safety and Loss. Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.

**We do not warrant security of any kind.** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call 911 and local law enforcement authorities if any security needs arise.

You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that, even if an alarm or gate amenities are provided, they are mechanical devices that can malfunction. Any charges resulting from the use of an intrusion alarm will be charged to you, including, but not limited to, any false alarms with police/fire/ambulance response or other required city charges.

## 20. Condition of the Premises and Alterations.

### 20.1. **As-Is. We disclaim all implied warranties.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition Form at or before move-in. You agree that after completion of the form or **within 48 hours** after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, return it to us, and the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.

### 20.2. **Standards and Improvements.** Unless authorized by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our Community Policies state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems,

cameras, video or other doorbells, or lock changes, additions, or rekeying is permitted unless required by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, appliances, furniture, telephone and television wiring, screens, locks, or security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

**21. Notices.** Written notice to or from our employees, agents, or management companies constitutes notice to or from us. Notices to you or any other resident of the apartment constitute notice to all residents. Notices and requests from any resident constitute notice from all residents. Only residents can give notice of Lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

**21.1. Electronic Notice.** Notice may be given electronically **by us to you** if allowed by law. If allowed by law and in accordance with our Community Policies, electronic notice **from you to us** must be sent to the email address and/or portal specified in Community Policies. Notice may also be given by phone call or to a physical address if allowed in our Community Policies.

You represent that you have provided your current email address to us, and that you will notify us in the event your email address changes.

## EVICTIION AND REMEDIES

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

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

**23. Default by Resident.**

**23.1. Acts of Default.** You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor.

**23.2. Eviction.** *If you default, including holding over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.* Termination of your possession rights doesn't release you from liability for future Rent or other Lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.

**23.3. Acceleration.** Unless we elect not to accelerate Rent, all monthly Rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all Rent for the entire Lease term or renewal period. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

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

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

**23.5. Other Remedies.** We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after you are mailed a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

**24. Representatives' Authority and Waivers.** *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing and signed, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing and signed.*

No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. **Our choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or any other rights isn't a waiver under any circumstances.** Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the Lease term begins. Your Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

## END OF THE LEASE TERM

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

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

- Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- Your move-out notice must not terminate the Lease before the end of the Lease term or renewal period.
- If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move out is required.
- You must get from us a written acknowledgment of your notice.

**26. Move-Out Procedures.**

**26.1. Cleaning.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).



**26.2. Move-Out Inspection.** We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

**27. Surrender and Abandonment.** You have **surrendered** the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) apartment keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.

You have **abandoned** the apartment when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you've been in default for nonpayment of Rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (C) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the apartment abandoned. An apartment is also considered abandoned 10 days after the death of a sole resident.

**27.1. The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove or store property left in the apartment.

**27.2. Removal and Storage of Property.** We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the apartment.

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

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

- (1) left in the apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.

**YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.**

**31.2. Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

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

Apartment keys issued to tenants by  
management - a \$150 charge will be  
accessed per lost key or any key not  
returned to management upon move out.

Mail box keys issued to tenants by  
management - a \$50 charge will be  
accessed per lost key or any mail box  
key not returned to management upon move  
out.

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**GENERAL PROVISIONS AND SIGNATURES**

**28. TAA Membership.** We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**31. Waivers.** By signing this Lease, you agree to the following:

**31.1. Class Action Waiver.** You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and **you expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

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

**Resident or Residents** (all sign below)

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

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

\_\_\_\_\_

**INSURANCE ADDENDUM**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 0000 in the Matthew 25 LLC Apartments in Fort Worth, Texas **OR** the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas. The terms of this addendum will control if the term of the Lease and this addendum conflict.

2. **Required Insurance Policy.** In accordance with the Lease, you understand and agree that this addendum requires Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with the Lease and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provide you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at [www.tdi.texas.gov](http://www.tdi.texas.gov) may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

4. **Default.** You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ \_\_\_\_\_ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payments are due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

**NOTICE TO RESIDENT:** YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

\_\_\_\_\_  
Signature of All Residents  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative



## ELECTRICAL SUBMETERING ADDENDUM

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 0000 in the Matthew 25 LLC Apartments in Fort Worth, Texas **OR** the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. Electrical Submetering.** Your dwelling unit is submetered for electricity. You'll receive electricity bills monthly, based on how many kilowatt-hours (KWHs) you use as recorded on the submeter for the dwelling unit described above.

**3. Coverage and Cost.** Your monthly bill for electricity for your dwelling unit will cover only electricity consumed within your dwelling unit. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas.

**4. Your Payment Due Date.** You must pay your monthly electric submeter bill within 16 days after the date when we issue it. If you don't pay it within 16 days, you'll be liable for a late payment charge of 5 percent of the bill. You must pay your bill directly to [check one]  us at the same place where you pay your rent or  the address specified in your submeter bill. If your electric service is disconnected for nonpayment, we can charge you up to \$10 for a reconnection fee. The Public Utility Commission regulates electric submetering rules. A summary of the rules is set forth on the reverse side of this page.

**5. Late Payment.** If you are late in paying the electric bill, we may cut off your electricity pursuant to statutory procedures. We may also exercise all other lawful remedies, including eviction. If your electric service must be re-established after it is disconnected for nonpayment, we will also charge you a \$ \_\_\_\_\_ reconnection fee (not to exceed \$10, based on our average cost to reconnect service.)

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
Signature of Owner or Owner's Representative

### A CHECKLIST OF ELECTRICITY CONSERVATION IDEAS FOR YOUR DWELLING

1. Keep doors and windows closed when running your air conditioning unit for cooling or heating.
2. When you're inside your dwelling, set all thermostats at 78 degrees in the summer and use fans to make it feel cooler.
3. When you'll be gone more than four hours, change the thermostat to 80 degrees when cooling and 55 degrees when heating.
4. In the winter, keep the temperature at 68 during the day and lower the thermostat temperature to 55 degrees at night.
5. Adjust window blinds or drapes to keep out direct sunlight in the summer and let in direct sunlight in the winter.
6. Use a microwave instead of using an oven, whenever possible.
7. Take showers rather than tub baths to conserve hot water heated by electricity.
8. Make sure your air conditioner is clean. Changing dust filters on your air conditioning unit is important. Filters are essential to keep airborne dust from gathering on the cooling coils and preventing the air conditioning compressor from using more electricity. Also, when a filter is dirty it loses its dust-gathering capacity, and it will then use more electricity in circulating air because of the accumulation of dust in the filter.
9. Turn off lights, TVs, computers and other electrical equipment when leaving a room.
10. Close vents and doors to unused rooms.
11. Use energy settings on dishwashers, washing machines and clothes dryers. Run when fully loaded. Use at night.
12. Consider using compact fluorescent light bulbs rather than standard incandescent bulbs.

## SUMMARY OF TEXAS PUBLIC UTILITY COMMISSION SUBMETERING RULES FOR ELECTRICITY

The Texas Public Utility Commission (PUC) has adopted comprehensive submetering rules for electricity. Those rules (or a summary of those rules approved by the PUC) must be attached to your Lease Contract. PUC Substantive Rules §25.141 and §25.142, relating to submetering, may be found on the PUC website at [ <https://www.puc.texas.gov/> ]. Specific questions about the PUC rules may be directed to the PUC at 888/782-8477. This is a summary of our duties and your duties under the rules, which has been approved by the PUC. As on the other side of this page, the terms “you” and “your” refer to all residents, and the terms “we” and “our” refer to the owner.

1. **Submeter Bills in General.** Your submeter bill may cover only electricity consumed within your apartment unit, as measured by that unit’s submeters. Electrical consumption for the common areas and common facilities are our sole responsibility. Each month, the electric submeter bill must be given as separate bills or as separate, distinct line items on a multi-item bill. The bill must state that it is for “submetered electricity.” Allocations of non-submetered mastermetered utilities and allocations of utility costs of central hot-water systems or central air conditioning or heating systems are lawful if (1) they are clearly separate from the submetering charges for your apartment, and (2) they are covered by a separate addendum. Proration of non-submetered mastermetered utilities must also be covered by separate documents.
2. **How Your Submeter Bill Is Calculated.** Your bill is calculated in the following manner: After we receive the apartment utility bill from the utility company, we’ll divide the net total charges for electrical consumption, plus applicable tax, by the total number of KWHs to obtain an average cost per KWH. This average KWH cost is then multiplied by your KWH consumption to obtain the charge to you. The computation of the average cost cannot include any penalties charged by the utility to us for disconnect, reconnect, late-payment or other similar service charges.
3. **What Your Submeter Bill Must Show.** Your bill must show all of the following information:
  - (a) the date and reading of the submeter at the beginning and at the end of the period for which the bill is rendered;
  - (b) the number of KWHs metered;
  - (c) the computed rate per KWH;
  - (d) the total amount due for electricity;
  - (e) a clear and unambiguous statement that the bill is not from the utility company, which must be named in the statement;
  - (f) the name and address of the person to whom the bill applies;
  - (g) the name of the firm rendering the submetering bill and the name and title, address and telephone number of the person or persons to be contacted in case of a billing dispute;
  - (h) the name, address and telephone number of the party to whom payment is to be made; and
  - (i) the due date and the late-payment penalty (if a late-payment penalty has been agreed to in the Lease Contract).
4. **Due Date.** The due date of your submeter bill is no less than seven days after issuance. A bill for submetered electricity is delinquent if it’s not received by the party indicated on the bill by the due date. The postmark date on the envelope of the bill or on the bill itself constitutes proof of the date of issuance. An issuance date on the bill constitutes proof of the date of issuance if there is no postmark on the envelope or bill. If the due date falls on a holiday or weekend, the due date for payment purposes is the next work day after the original due date.
5. **Late Payment Charges.** A one-time penalty not to exceed 5% may be made for payment of your submetered electrical bill after the due date (i.e., for late payment). In order for late payment penalties to be charged, the bill must indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by you in a written Lease Contract which states the exact dollar or percentage amount of such late penalty.
6. **Reconnection Fees.** A reconnection fee may be charged if service to you is disconnected for nonpayment of submetered electric bills in accordance with the Texas Property Code and PUC rules (summarized below). The reconnection fee is calculated based on our average actual cost for the expenses associated with the reconnection, but under no circumstances may it exceed \$10. No reconnect charge may be assessed unless you’ve agreed to it in a written Lease Contract that states the exact dollar amount of the charge.
7. **Additional Charges on Your Bill.** We can’t impose any extra charges on you over and above those charges billed to us by the utility company. The bill may not include a deposit, late penalty, reconnect charge, or any other charge unless otherwise provided above.
8. **Our Records.** We’re required to keep the following records for the current month and the preceding 12 months: (1) all electric utility bills from the utility company; (2) all of your submeter readings; (3) our calculations on how the average KWH cost was determined for submeter billing purposes; and (4) any testing results on the submeters if they have been tested during that time. You may examine and copy the information during reasonable business hours at your manager’s on-site office. If there is no such on-site office, you may examine and copy the records at a mutually convenient time and place.
9. **Disputes.** You and we must resolve any disputes regarding how to compute your submeter bill. If a dispute arises and if an investigation is necessary, we’re required to investigate promptly and report the results to you within 30 days.
10. **Overbilling or Underbilling.** If submetered billings are found to be in error, we must calculate a billing adjustment. If you are entitled to a refund, we’ll make an adjustment for the entire period of the overcharges. If you were undercharged, we may backbill you for the amount underbilled. Any backbilling of electric charges cannot extend back beyond six months unless we produce records to identify and justify the additional amount of backbilling. If the underbilling is \$25 or more, we must offer a deferred-payment plan option, for the same length of time as that of the underbilling. But we may not disconnect service if you fail to pay charges arising from an underbilling more than six months before the date you were initially notified of the amount of the undercharges and the total additional amount due. And we can’t backbill you for usage by a previous resident.
11. **Discontinuance of Electric Service Prohibited.** According to the Texas Property Code, Section 92.008(b), submetered, prorated or allocated electric service provided by the landlord as an incident to tenancy or other agreement may not be disconnected or interrupted unless the interruption results from nonpayment by a tenant of an electric bill issued to the tenant by the landlord for such electric service, bona fide repairs, construction, or an emergency. Disconnection or interruption allowed under Section 92.008 is subject to the specific requirements in that section. Violation for disconnection or interruption of electric service, including submetered, prorated or allocated electric service, may result in the tenant terminating the Lease Contract or recovering possession of the premises; and, in addition to other remedies available under law, recovery of actual damages, one month’s rent plus \$1,000, reasonable attorney’s fees, and court costs, less any delinquent rents or other sums.
12. **Submeter Tests.** We’re required to keep records of any tests of the submetering equipment. We must, at your request, test the accuracy of your submeter. If you wish, you may watch the test, or you can send a representative. The test must be made during reasonable business hours at a time convenient to you if you desire to watch. If the submeter test indicates that the submeter is within the accuracy standards required by PUC rules, a charge of up to \$15 for electricity may be charged to you for making the test. But if the submeter has not been tested within a period of one year or if the submeter’s accuracy is not within the accuracy standards required by PUC rules, no charge can be made to you for making the test. After completing any requested test, we’ll promptly advise you of the results.
13. **Penalties for Noncompliance.** Both the utility companies and we are subject to enforcement under the PUC statutes, which may involve civil penalties of up to \$5,000 for each offense and criminal penalties for willful and knowing violations.
14. **Complete Copy of the Rules.** A complete copy of the PUC electricity submetering rules is available for you to inspect and copy at the on-site manager’s office; or if there is no on-site office, it’s available at our street address or the management company’s street address stated on the other side of this page. The rules cover additional subjects such as: (1) estimated bills in case of submeter malfunctions; (2) submeter accuracy requirements; (3) bill adjustments due to a submeter malfunction; (4) bill adjustments due to conversion from all-bills-paid to submetering; (5) location of submeters; (6) submeter testing equipment; (7) submeter testing; and (8) uniformity of submeters in the apartment complex.



TEXAS APARTMENT ASSOCIATION

M E M B E R

# Security Guidelines for Residents Addendum

1. **Addendum.** This is an addendum to the Lease Contract ("Lease") executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # 0000 at Matthew 25 LLC

\_\_\_\_\_  
\_\_\_\_\_

(name of apartments)

or other dwelling located at \_\_\_\_\_

\_\_\_\_\_

(street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_

\_\_\_\_\_

2. **Security Guidelines. We disclaim any express or implied warranties of security.** We care about your safety and that of other occupants and guests. **No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you perform as a matter of common sense and habit.**

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.

- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt on your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 11 of the Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices, smoke alarms and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.

**Resident or Residents** (all sign below)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

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

\_\_\_\_\_

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







# Bed Bug Addendum

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

1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:  
Apt. # 0000 at Matthew 25 LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(name of apartments)  
or other dwelling located at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (street address of house, duplex, etc.)  
\_\_\_\_\_ (city)  
\_\_\_\_\_ (state) \_\_\_\_\_ (zip).

2. **Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.  
3. **Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

**BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:**

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

You represent and agree that you have read the information about bed bugs provided by us and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property and possessions and that you have fully disclosed to us any previous bed-bug infestation or issue that you have experienced.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs.

4. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

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

6. **Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

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

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

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents** (all sign below)

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

(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_  
(Name of Resident) \_\_\_\_\_ Date signed \_\_\_\_\_

\_\_\_\_\_ Date signed \_\_\_\_\_

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

# Bed Bugs

## A Guide for Rental-Housing Residents

*(Adapted with permission from the National Apartment Association)*

Bed bugs are wingless, flat, broadly oval-shaped insects, with a typical lifespan of 6 to 12 months. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### Bed bugs don't discriminate.

Bed bugs' increased presence across the United States in recent decades is due largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bug presence with poor hygiene and uncleanliness have caused rental-housing residents, out of shame, to avoid notifying owners of their presence. This only causes the bed bugs to spread.

While bed bugs are more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social or economic bounds; claims to the contrary are false.

### Bed bugs don't transmit disease.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public-health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease-carrying pests. Again, claims associating bed bugs with disease are false.

### Learn to identify bed bugs.

Bed bugs can often be found in, around, behind, under, or between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-monoxide detectors

Because bed bugs leave some people with itchy welts similar to those made by fleas and mosquitoes, the

cause of welts like that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has no visible reaction at all from direct contact with bed bugs.

While bed bugs typically act at night, they often leave signs of their presence through fecal markings of a red to dark-brown color, visible on or near beds. Blood stains also tend to appear when the bugs have been squashed, usually by an unsuspecting sleeping host. And because they shed, it's not uncommon to find the skin casts they leave behind.

### Prevent bed-bug encounters when traveling.

Because humans serve as bed bugs' main mode of transportation, it's especially important to be mindful of bed bugs when away from home. Experts attribute the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it's also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

### Know the bed-bug dos and don'ts.

- **Don't** bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of second-hand furniture is bed-bug-free, you should assume that a seemingly nice looking leather couch, for example, is sitting curbside waiting to be hauled off to the landfill because it's teeming with bed bugs.
- **Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do** address bed-bug sightings immediately. Rental-housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Don't** try to treat bed-bug infestations yourself. Health hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- **Do** comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed-bug-eradication protocol set forth by both your owner and their designated pest-management company.

**LEASE ADDENDUM REGARDING SMOKING**

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 0000 in the Matthew 25 LLC Apartments in Fort Worth, Texas OR the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

**2. Smoking,** in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

**3. Smoking permitted in designated areas of the apartment community.** Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

- is permitted
- is not permitted.

Only the following outside areas may be used for smoking: \_\_\_\_\_

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least \_\_\_\_\_ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

**4. Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

**5. Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

**6. Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

**7. Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

**8. Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.



**9. Your responsibility for conduct of occupants, family members and guests.** You are responsible for communicating the no- smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

**10. No warranty of a smoke-free environment.** Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
- Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative



# Animal Addendum

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

**1. Dwelling Unit.**

Unit # 0000, at **M25 Apartments**  
  
(street address) in Fort Worth  
(city), Texas 76110 (zip code).

**2. Lease.**

Owner's name: Matthew 25 LLC

Residents (list all residents): Example

**3. Conditional Authorization for Animal.** You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

**4. Animal Deposit.** You must pay a one-time animal deposit of \$ 200.00 when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

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

**6. Search and Rescue Dogs.** We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

**7. Additional Monthly Rent.** Your monthly base rent (as stated in the Lease) will be increased by \$ \_\_\_\_\_.

**8. Additional Fee.** You must also pay a one-time nonrefundable fee of \$ \_\_\_\_\_ to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

**9. Liability Not Limited.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, replacements, or personal injuries.

**10. Description of Animal.** You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Age: \_\_\_\_\_  
City of license: \_\_\_\_\_

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

Animal's name: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_

Age: \_\_\_\_\_

City of license: \_\_\_\_\_

License #: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

Animal owner's name: \_\_\_\_\_

**11. Special Provisions.** The following special provisions control over any conflicting provisions of this addendum:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**12. Emergency.** In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_

**13. Animal Rules.** You are responsible for the animal's actions at all times. You agree to follow these rules:

**13.1 Shots and Licenses.** The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

**13.2 Disturbances.** The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

**13.3 Housebreaking, Cages, Offspring.** Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

**13.4 Indoor Waste Areas.** Inside, the animal may urinate or defecate only in these designated areas: \_\_\_\_\_

**13.5 Outdoor Waste Areas.** Outside, the animal may urinate or defecate only in these designated areas: \_\_\_\_\_

**13.6 Tethering.** Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

**13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.

**13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

**13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.

**13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.

**14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.

**16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.

**17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.

**17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:

- (A) abandoned the animal;
- (B) left the animal in the dwelling unit for an extended period of time without food or water;
- (C) failed to care for a sick animal;
- (D) violated our animal rules; *OR*
- (E) let the animal defecate or urinate where it's not allowed.

**17.2 Removal Process.** To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

**18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.

**19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

**20. Multiple Residents.** Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

**21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

**22. General.** You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.

**23. Animal Restrictions.** No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the forgoing being true and if you have made any misrepresentation it is a violation of the Lease.

**You are legally bound by this document. Please read it carefully.**

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

**Resident or Residents (all sign below)**

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

\_\_\_\_\_  
(Name of Resident) Date signed

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

\_\_\_\_\_ Date signed