RESIDENTIAL RENTAL AGREEMENT

BASIC INFORMATION

Date:_____**Landlord**:_____

Tenant(s): The following individual(s) hereinafter referred to as "Tenant" are authorized to occupy the Premises.

_____

Landlord rents to Tenant the following described property (the "Premises"):

_____

together with the following items of personal property:

Range _____	**Refrigerator _____**	**Washer/Dryer _____**	**Garbage Disposal _____**
Dishwasher _____	**Blinds _____**	**Garbage Can _____**	**_____ _____**

on the terms and conditions stated below.

_____

SUMMARY OF FEES, DEPOSITS AND RENT

Monthly Rent: $_____

Security Deposit: $_____ **Additional Security Deposit for Pet: $_____**

Nonrefundable Fees:

Initial Late Fee: $_____(Must be a reasonable estimate of uncertain damage, incapable of precise calculation that result from late payment)

Additional Daily Late Fee: $_____(Must be a reasonable estimate of uncertain damage, incapable of precise calculation that result from late payment)

Dishonored Check: $_____

SECTION 1: TERM

This Rental Agreement is for: **a fixed term** [__] **month-to-month [__]**.

1.1 Fixed Term. These provisions apply if the rental agreement is for a fixed term.

1.1.1 The term of this Rental Agreement shall be from _____and continue through_____ .

1.1.2 Extension. If, after the expiration or termination of this Rental Agreement, Tenant shall remain in possession of the Premises and continue to pay rent without any written agreement as to such possession, then Tenant shall be regarded as a Tenant from month-to-month. As a month-to-month Tenant, rental payments shall be payable in advance in an amount equivalent to the last month's rent paid under this Rental Agreement.

SECTION 2: OCCUPANCY

2.1 Possession. Tenant's right to possession and obligations under the Rental Agreement shall commence at 12:01 a.m. on (Date) _____, or on such later date as the Premises are available for possession by Tenant if possession is not given on the beginning day of the term. If Landlord is unable to give Tenant possession of the Premises on or before the above date, Tenant may rescind the Rental Agreement by written notice to Landlord at any time thereafter, prior to the date on which possession is tendered by Landlord.

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SECTION 3: RENTS, UTILITIES, AND OTHER CHARGES

3.1 Monthly Rent. Tenant shall pay to Landlord as rent the amount entered in the summary table per month. Rent shall be payable on the first day of each month in advance at:

_____

or at such other place as may hereafter be designated by Landlord.

_____

3.1.1 Rent checks shall be made payable to:_____

3.2 Utilities. Utilities shall be paid as follows **(O= Owner Pays T= Tenant Pays)**:
Electricity ____ Natural Gas ____ Water ____ Sewage ____ Garbage ____ Telephone ____ Cable _____
3.2.1 The following utilities are paid directly to the utility or service provider:

_____

3.2.2 Gas or electric service through the tenant's meter is provided to areas outside of the tenant's dwelling unit.

Tenant agrees to pay the cost of these gas or electric services. .

3.2.3 If permitted the charges for these utilities are allocated among the tenants as follows:
Submetering ____ Ratio Billing ____

If ratio billing is used, the method of billing is as follows:
____ Per Tenant
____ Proportionally by livable square footage
____ Per type of unit
____ Per number of water fixtures
____ Other (Described as follows):

_____

3.3 Security Deposit. Tenant shall deposit the sum shown in the summary table with Landlord upon the execution of the Rental Agreement as a security deposit to be applied to remedy any default by Tenant in performance of Tenant's obligations under the Rental Agreement or as required by law, including, but not limited to unpaid rent, and to repair damages to the Premises caused by Tenant, not including ordinary wear and tear. TENANT WILL NOT BE ENTITLED TO A REFUND OF THE SECURITY DEPOSIT UNLESS TENANT GIVES ADVANCE NOTICE OF SURRENDER. Tenant acknowledges receiving and signing a property checklist report at the beginning of the tenancy that describes the condition and cleanliness of the dwelling unit. Within 30 days after termination of the Rental Agreement and delivery of possession of the Leased Premises to Landlord, Landlord shall either refund the deposit to Tenant or shall give Tenant a written accounting by first class mail stating the basis or bases of Landlord's claim to the deposit. Tenant shall provide a forwarding address to the Landlord and U.S. Postal Service upon vacating the Premises. Tenant is responsible for any sums due for defaults of the tenant under the rental agreement and costs of repairing damages that exceed the amount of the security deposit.

3.3.1 Upon occupying the unit tenant shall receive a signed copy of the lease agreement, a move-in form for specifying existing damages to the dwelling unit. Tenant shall examine the premises and complete a move-in checklist. At the termination of the Rental Agreement, Tenant agrees to leave the dwelling unit and premises the same condition (excepting ordinary wear and tear) as at the inception of the Rental Agreement.

3.4. Late Fee. Rent is due in advance on the first day of each month and a late charge in the amount shown in the summary table shall be imposed if rent not received by the landlord by 3rd day after the rent is due. If the rent is paid by mail, late charges in the amount shown in the summary table shall be imposed if the rent is not mailed by the **_____.**

3.5 Dishonored Check Any dishonored check shall be subject to the same late charges plus $_____ . This sum shall be in addition to any late fees for unpaid rent. If two dishonored checks are received, then the landlord will not accept any additional checks for rent. Rent will have to be paid by money order or cashier's check. Late charges and other fees are due in full when the rent is paid late. _____if checked Landlord will not accept rental payments by cash and Tenant agrees to make all rental payments by check, cashier's check or other traceable or negotiable instrument.

3.6 Application of Payments. All payments may be applied to the Tenant's account in the following order: First to nonrefundable fees and late fees, then to security deposits, then to damages caused by tenant, then to past due rent and then to current rent.

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SECTION 4: USE OF PREMISES

4.1 Permitted Use. The Premises shall be used as a dwelling unit and for no other purpose. No persons other than the immediate family or Tenant shall reside on the Premises. Unauthorized occupants may result in the termination of the Rental Agreement. Tenant shall keep all areas of the Premises clean, safe, sanitary and free from the accumulation of debris, filth, rubbish, garbage, rodents, and vermin**.**

4.2 Pets. Tenant shall maintain no pets on the Premises without the prior written consent of Landlord**.**

4.2.1 Approved Pets. Landlord has agreed to allow the following pets at the Premises:

4.3 Rules and Regulations. Tenant shall not permit any acts to be done on the Premises in violation of any law or ordinance. In addition, Tenant shall comply with the rules and regulations and with any additional rules and regulations of which Tenant is hereafter given notice.

4.4 Extended Absence. Tenant shall notify Landlord in writing of any anticipated absence in excess of _____ days.

4.5 Alterations. Tenant shall not make or permit any alteration to be made on the Premises without the prior written consent of Landlord.

4.6 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

4.6.1 Refrain from any use that would be reasonably offensive to Landlord, other Tenants, or owners or users of adjoining Premises or that would tend to create a nuisance or damage the reputation of the Premises.
4.6.2 Refrain from making any marks on or attaching any sign, insignia, air conditioner, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Premises without the written consent of Landlord. Any walls that the tenant chooses to paint themselves must be approved in writing by the landlord prior to application of paint. If the walls are pre-approved to be painted by the landlord, the tenant must return the walls to the original paint color to a professional standard. All walls that are not re-painted to a professional standard in the original will be considered a breach of this lease agreement and the tenant will be responsible for the reasonable cost of returning the surface to it's original color.

4.6.3 Refrain from maintaining any vehicle on the premises that has not been registered (included on the application) with the landlord. No more than _____ vehicles can be registered at any one time. If a garage is included, refrain from using the garage for any other purpose than storing cars and household items.

4.6.4 Smoking is: Not allowed _____ Allowed _____ Outside only____

4.6.5 Refrain from conducting any commercial activity or services for compensation in or on the Premises without Landlord's prior written consent.

SECTION 5: REPAIRS AND MAINTENANCE

5.1. Yard Care. Responsibility for Yard care: **Landlord ____ Tenant ____**
If tenant is responsible for yard care, tenant shall maintain the Premises, including the yard, in at least as good a condition as the Premises were in at the commencement of this Rental Agreement. If there is a sprinkler system, tenant shall use such system as is appropriate to keep the yard maintained consistent with the surrounding community.

5.2 Tenant's Responsibilities Tenant shall

5.2.1 In the event of severe cold weather, Tenant shall take reasonable steps to prevent pipes from freezing including but not limited to maintaining adequate heat, covering any foundation vents and disconnecting exterior hoses.
____ If checked, tenant has a duty to pay for the following conditions that may occur during the lease term or any renewal or extension thereof, unless the condition was caused by the landlord's negligence: (1) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the tenant's dwelling; (2) damage to the doors, windows or screens; (3) damage from windows or does open. The provision does not affect the landlord's duty to repair or remedy wastewater stoppages or backups caused by deterioration, breakage, roots, ground conditions, faulty construction or malfunctioning equipment. Tenant acknowledges that this provision is agreed to knowingly and voluntarily. The parties agree that the consideration for this agreement is a rent concession of $_____ per month. The parties agree that the rental rate expressed at the beginning of this agreement includes the rental concession described herein.

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5.2.2 Tenant shall be responsible for testing any smoke alarm every six months in accordance with the move-in checklist provided to Tenant and shall notify Landlord of any malfunction.

5.2.3 Tenant agrees to notify Landlord in writing promptly of all required repairs and consents to the entry of Landlord to make repairs requested in writing.

Tenant is advised of the following remedies:

a. Pursuant to V.T.C.A. 92.056 a tenant to whom a landlord liable under V.T.C.A. 92.056(b) may:
(1) terminate this lease;
(2) have the condition repaired or remedied according to V.T.C.A 92.0561;
(3) deduct from the tenant's rent without necessity of judicial action, the cost of repair or remedy according to V.T.C.A. 92.0561; and
(4) obtain judicial remedies according to V.T.C.A. 92.0563;

Tenant's right to deduct the cost of the repair or remedy may not exceed one month's rent or $500.00, whichever is greater. However, repairs and deductions may be made as often as necessary so long as the total repairs and deductions in any one month do not exceed the greater of one month's rent or $500.00.

If the requirements of V.T.C.A. 92.0561(d) have met, a tenant may:
(1) have the condition repaired and immediately following the tenant's notice of intent to repair if the condition involves sewage or flooding referred to in V.T.C.A. 92.0561(d)(3)(A) and if the landlord has failed to repair the condition within three days following tenant's delivery of notice of intent to repair;
(2) have the condition repaired or remedied if the condition involves cessation of potable water as referred to in V.T.C.A. 92.0561(d)(3)(B) and the landlord has failed to repair the condition within three days after delivery of the tenant's notice of intent to repair;
(3) have the condition repaired or remedied if the condition involves inadequate heat or cooled air as referred to in V.T.C.A. 92.0561(d)(3)(C) and if the landlord has failed to repair or remedy the condition within three days after delivery of the tenant's notice of intent to repair; or
(4) have the condition repaired or remedied if the condition is not covered by V.T.C.A. 92.0561(d)(3)(A), (B), or (C) and involves a condition affecting the physical health or safety of the ordinary tenant as referred to in V.T.C.A 92.0561(d)(3)(D) and if the landlord has failed to repair or remedy the condition within seven days after delivery of the tenant's notice of intent to repair.

Repairs made pursuant to a tenant's notice must be made by a company, contractor or repairman listed in the yellow or business pages of the telephone directory or in the classified advertising section of a newspaper of the local city, county, or adjacent county at the time of the tenant's notice of intent to repair. Unless the landlord and tenant otherwise agree under V.T.C.A. 92.0561(g), repairs may not be made by the tenant, the tenant's immediate family, the tenant's employer or employees or a company in which the tenant has an ownership interest. Repairs may not be made to the foundation or load-bearing structural elements of the building if it contains two or more dwelling units.

A landlord and a tenant may mutually agree for the tenant to repair or remedy, at the landlord's expense, any condition of the dwelling regardless of whether it materially affects the health or safety of an ordinary tenant.

Repairs made pursuant to the tenant's notice must be made in compliance with applicable building codes, including a building permit when required.

The tenant shall not have authority to contract for labor or materials in excess of what the tenant may deduct under V.T.C.A. 92.0561. The landlord is not liable to repairmen, contractors, or material suppliers who furnish labor or materials to repair or remedy the condition. A repairman or supplier shall not have a lien for materials or services arising out of repairs contracted for by the tenant under V.T.C.A. 92.0561.

When deducting the cost of repairs from the rent payment, the tenant shall furnish to the landlord, along with payment of the balance of the rent, a copy of the repair bill and the receipt for its payment. A repair bill and receipt may be the same document.

If the landlord repairs or remedies the condition or delivers an affidavit for delay under V.T.C.A 92.0562 to the tenant after the tenant has contacted a repairman but before the repairman commences work, the landlord shall be liable for the cost incurred by the tenant for the repairman's trip charge and the tenant may deduct the charge from the tenant's rent as if it were a repair cost.

5.2.4 Prior to move out, tenant shall clean interior and exterior of rental home to a professional quality level. Tenant shall be responsible for the actual costs cleaning. All nail or tack holes needed to be properly repaired.

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SECTION 6: Assignment and Sublease

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. Such consent shall not be unreasonably withheld. No consent in one instance shall prevent this provision from applying to a subsequent instance.

SECTION 7: Landlord Rights

7.1 Nonconformance with rental agreement. In the event the tenant fails to comply with their duties as specified in the rental agreement the landlord after (3) three days notice may proceed to terminate this rental agreement and recover possession if tenant fails to cure such breach.

7.2 Nonpayment of Rent. If rent is unpaid when due and Tenant fails to pay rent when due, Landlord may, after three (3) days written notice of nonpayment and Landlord's intention to terminate the Rental Agreement if the rent is not paid within that period, immediately terminate the Rental Agreement and take possession according to law.

7.3 Abandoned Property. Property of Tenant left on the Premises after surrender or abandonment of the Premises or termination of this Rental Agreement by any means shall be deemed abandoned and after any notice required by law, shall be disposed of in accordance with law.

SECTION 8: MISCELLANEOUS

8.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Rental Agreement, including acceptance by Landlord of late payment of rent, shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provisions. If any portion of this agreement is ruled unenforceable by any court, all other portions for the agreement remain in full force and effect.

8.2 Attorney Fees and Costs. In the event any suit or action is brought to collect rents or to enforce any provision of this Rental Agreement or to repossess the Premises, reasonable attorney fees at trial and on appeal shall be awarded to the prevailing party together with costs and necessary disbursements, notwithstanding any agreement to the contrary**.**

8.3 Notices. Notices required by this Rental Agreement may be served by personal delivery or substitute service or personal delivery and affixing to the interior of the main entrance or mail. Mailed notices may be served by registered or certified mail return receipt requested. Notice is deemed effective upon delivery.

8.4 Notice of rent increase. For periodic tenancies, rent may be increased by service of a notice of rent increase by first class mail or as specified in section 8.3 above.

8.5 Prior Agreements. This document is the entire, final, and complete agreement of the parties pertaining to the Rental Agreement and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Rental Agreement or the Leased Premises are concerned (save and except for the application, if any, and move-in checklist recited in this Rental Agreement).

8.6 Modification. No modification of this Rental Agreement shall be valid unless in writing and signed by the parties hereto.

8.7 Disclosures. The person authorized to manage the premises is:

Name:_____

Address:_____

The owner of the premises or person authorized to act for or on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for notices and demands is:

Name:_____

Address:_____

Emergency Phone Number: _____. The emergency phone number is for reporting emergencies related to a condition of the leased premises that materially affects the physical health or safety of an ordinary tenant.

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SECTION 9: RECEIPT OF DOCUMENTS

Tenant acknowledges receipt of a copy of this Rental Agreement and the rules and regulations.

Addendums and documents made a part of this Rental Agreement and agreed to by Landlord and Tenant

The following addendums and documents are made a part of this agreement (Check all that apply)

Application _____	Check-in Accounting _____	Smoke Detector Acceptance _____
Co-Signer Agreement _____	Rules and Regulations _____	Parking Rules _____
Pet Agreement _____	Addendum _____	Lead-Based Paint Disclosure _____

The parties have executed this Residential Rental Agreement on the date first written above, which is its effective date.

NOTE: ALL BLANKS MUST BE FILLED IN PRIOR TO EXECUTION.

_____

Landlord **Date**

_____

Tenant **Date**

_____

Tenant **Date**

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