



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

<u>MRER, LLC</u>	<u>9010287</u>	<u>clientservice@myrepm.com</u>	<u>(817)539-6400</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Lynn Boyer</u>	<u>603838</u>		<u>(817)539-6400</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Adrienne Rowell</u>	<u>643970</u>	<u>adriennerowellrealtor@gmail.com</u>	<u>(214)535-9743</u>
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov
IABS 1-0 Date



RESIDENTIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,: Jan Smith, John Smith ; and

Tenant(s): Sam Anderson, Abby Anderson

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 101 Summit Ave, Fort Worth, TX 76102-2618
legally described as: ROBINSON, A Lot 20 THRU 26 LESS ROW & 6350 LOTS 7 THRU 10

in Tarrant County, Texas, together with the following non-real-property items: Refrigerator, Washer, Dryer

The real property and the non-real-property are collectively called the "Property".

3. TERM:

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: January 1, 2021 Expiration Date: December 31, 2021

B. Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION: This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 4B applies only if the lease renews on a month-to-month basis. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*

(1) 30 days before the Expiration Date.

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- (2) 60 days before the Expiration Date. If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.
- B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*
- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

5. RENT:

A. Monthly Rent: The monthly rent is \$ \$1,500.00 Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

- (1) the first day of each month during this lease.
- (2) _____

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

Tenant will pay first month's rent made payable to Landlord or Listing Broker or Property Manager.

The first full month's rent is due and payable not later than _____ by *(select one or more)*: cashier's check electronic payment money order personal check or other means acceptable to Landlord.

B. Prorated Rent: The prorated rent of \$ _____ is due on or before _____ by *(select one or more)*: cashier's check electronic payment money order personal check or other means acceptable to Landlord.

C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: Electronic via RentCafe (rentcafe.com/residentlogin)

Address: Mail: (\$10 processing fee) MRER LLC, 101 Summit Dr., Suite 910, Fort Worth, TX 76021

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

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: cashier's check electronic payment money order personal check or other means acceptable to Landlord. Landlord may or may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: cashier's check electronic payment money order personal check or other means acceptable to Landlord.
- (4) Landlord requires does not require Tenant(s) to pay monthly rents by one payment.

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(5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 4th day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

(1) an initial late charge equal to (*check one box only*): (a) \$ _____; or (b) 10.000 % of one month's rent; **and**

(2) additional late charges of \$ 10.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT**: Tenant will pay Landlord \$ \$45.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

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

9. ANIMALS:

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.

B. If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, Landlord may take all or any of the following action:

(1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;

(2) charge Tenant, as additional rent, an initial amount of \$ 400.00 and \$ 20.00 per day thereafter per animal for each day Tenant violates the animal restrictions;

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- (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized animal;
 - (b) exterminate the Property for fleas and other insects;
 - (c) clean and deodorize the Property's carpets and drapes; and
 - (d) repair any damage to the Property caused by the unauthorized animal.

C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

10. SECURITY DEPOSIT:

- A. **Security Deposit:** On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of **\$1,500.00** by (select one or more): cashier's check electronic payment money order personal check or other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. **Interest:** No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. **Refund:** Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

- (1) **§92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.**
- (2) **Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.**
- (3) **The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.**
- (4) **"Surrender" is defined in Paragraph 16 of this lease.**
- (5) **One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.**

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;

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- (f) unpaid pet charges;
- (g) replacing unreturned keys, garage door openers, security devices, or other components;
- (h) the removal of unauthorized locks or fixtures installed by Tenant;
- (i) Landlord's cost to access the Property if made inaccessible by Tenant;
- (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
- (k) packing, removing, and storing abandoned property;
- (l) removing abandoned or illegally parked vehicles;
- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

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

11. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: None

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

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

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

12. USE AND OCCUPANCY:

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are (*include names and ages of all occupants*): Sally Anderson(13), Rebecca Anderson(12), John Anderson(5)

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

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C. HOA Rules: This Property is or is not a part of an HOA. _____

(Include the name of the HOA if there is one). Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

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

E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 7 consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.

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

13. PARKING RULES: Tenant may not permit more than 4 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

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

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

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prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

- C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ 65.00 .
- D. **Keybox:** A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

- (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
- (a) during the last 365 days of this lease or any renewal or extension; and
 - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.
- (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ 2,000.00 as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.
- (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
- (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

A. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.

B. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: N/A

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

16. MOVE-OUT:

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

B. Definitions:

- (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
- (3) "*Abandonment*" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
- (1) keep the Property clean and sanitary;
 - (2) promptly dispose of all garbage in appropriate receptacles;

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- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: **at least twice a week or enough to maintain the health of the lawn, shrubbery, trees and foundation.**

_____. Other than watering, the yard will be maintained as follows:

- (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- (b) Tenant, at Tenant's expense, will maintain the yard.
- (c) Tenant will maintain in effect a scheduled yard maintenance contract with: a contractor who regularly provides such service; _____.

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

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

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;

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- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

E. **Failure to Maintain:** If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

F. **Smoking:** Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family, or occupants is permitted not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:
(1) Landlord may exercise Landlord's remedies under Paragraph 27; and
(2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at **(817)539-6400 x100**. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

B. **NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. **Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections.** The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

Residential Lease concerning: _____

C. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs:

- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: N/A

E. Trip Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

F. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

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

Residential Lease concerning: _____

- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.
- 20. SMOKE ALARMS:** Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.
- 21. LIABILITY:** Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.
- 22. HOLDOVER:** If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.
- 23. RESIDENTIAL LANDLORD'S LIEN:** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.
- 24. SUBORDINATION:** This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.
- 25. CASUALTY LOSS OR CONDEMNATION:** Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

Residential Lease concerning: _____

26. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

All maintenance issues are governed by the Landlord Rules and Regulations (see attached)

Renter's insurance is required and must be received within seven days or a \$10.00 per month charge will be assessed to add tenant to the Master Policy.

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code;
 - (4) all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
 - (5) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

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

Residential Lease concerning: _____

- (1) **Military:** If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) **Family Violence:** Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) **Sex Offenses or Stalking:** Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
 - (a) if Tenant procures the assignee, subtenant, or replacement tenant:
 (i) \$ _____ .
 (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
 - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
 (i) \$ _____ .
 (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

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

Residential Lease concerning: _____

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

31. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- Addendum Regarding Rental Flood Disclosure
- Addendum Regarding Lead-Based Paint
- Inventory & Condition Form
- Landlord's Additional Parking Rules
- Animal Agreement
- Mold Remediation Consumer Protection
- Residential Lease Guaranty
- _____

- Agreement Between Brokers
- Landlord's Rules & Regulations
- Owners' Association Rules
- Pool/Spa Maintenance Addendum
- Residential Lease Application
- Bed Bug Addendum
- _____
- _____

32. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.)*:

Tenant at the Property and a copy to:

 E-mail/Fax: _____
 E-mail/Fax: _____

Landlord c/o:
MRER, LLC
101 Summit Ave. Ste. 910
Fort Worth, TX 76102
 E-mail/Fax: _____
 E-mail/Fax: _____

33. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.

Residential Lease concerning: _____

- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. (*Do not insert Tenant or Occupant names below.*)
Name: _____ Phone: _____
Address: _____
E-mail: _____
- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
(1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
(2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.
- H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

- I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- J. Landlord's broker, **MRER, LLC** _____, will will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by Landlord or property manager for Landlord:
 Name of property manager: **MRER, LLC** Phone: **(817)539-6400x100**
 Address: **101 Summit Ave. Ste. 910 Fort Worth, TX 76021** E-mail: **clientservice@myrepm.com**
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- L. **This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.**

 Landlord Date
Jan Smith

 Tenant Date
Sam Anderson

 Landlord Date
John Smith

 Tenant Date
Abby Anderson

Or signed for Landlord under written property management agreement or power of attorney:

 Tenant Date

By: _____
 Date

 Tenant Date

Adrienne Rowell
 Broker's Associate's Printed Name

Lynn Boyer **603838**
 Broker's Printed Name License No.

MRER, LLC
 Firm Name

For Landlord's Use:

On _____ * (date), Landlord provided a copy of the lease, signed by all parties, to _____ (Tenant) by mail e-mail fax in person.

Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*



BED BUG ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 101 Summit Ave, Fort Worth, TX 76102-2618

A. REPRESENTATIONS:

- (1) Landlord is not aware of any evidence indicating the presence of bed bugs currently in the Property.
- (2) Tenant has inspected the Property and found no evidence indicating the presence of bed bugs in the Property.
- (3) Tenant represents: *(Check only one box.)*
 - (a) Tenant is not aware of any evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property.
 - (b) Tenant is aware of the following evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property: _____

Tenant further represents that Tenant's and any occupant's personal property has been treated by a licensed pest control operator and that such personal property is free from bed bugs.

B. NOTICE: Tenant must immediately notify Landlord, in writing, if:

- (1) Tenant becomes aware or discovers evidence of the presence of bed bugs in the Property, including in any personal property within the Property; or
- (2) Tenant, an occupant, Tenant's family members, or a guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by (i) bed bugs; or (ii) any other condition or pest in the Property.

C. TREATMENT:

- (1) If the presence of bed bugs in the Property is confirmed, Tenant must:
 - (a) allow Landlord and Landlord's agents access to the Property at reasonable times without first attempting to contact Tenant and without notice to perform bed bug inspections or treatments;
 - (b) comply with all instructions from Landlord or Landlord's agents to clean and treat the Property;
 - (c) remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property; and
 - (d) pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property as a result of the presence of bed bugs in the Property, if caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant.
- (2) All decisions regarding the selection of the licensed pest control operator and method of treatment will be at Landlord's sole discretion.

D. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant for any damages, injuries, or losses to person or property caused by the presence of bed bugs in the Property. Tenant will protect, defend, indemnify, and hold Landlord and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant in connection with the presence of bed bugs in the Property.

E. DEFAULT: If Tenant fails to comply with this addendum, in addition to exercising Landlord's remedies under Paragraph 27 of the above-referenced lease, Tenant must immediately reimburse Landlord the amounts under this addendum for which Tenant is responsible.

(TXR-2013) 07-08-22 Landlord or Landlord's Representative: _____, _____ & Tenants: _____, _____, _____, _____ Page 1 of 2

Bed Bug Addendum concerning: _____

F. RESOURCES FOR MORE INFORMATION: For more information about bed bugs, Tenant may visit one of the websites listed below.

Texas Department of Health and Human Services: <https://www.dshs.texas.gov/phs/bedbugs.aspx>
United States Environmental Protection Agency: <https://www.epa.gov/bedbugs>
Texas A&M Agrilife Extension: <https://citybugs.tamu.edu/factsheets/biting-stinging/bed-bugs/>

Landlord **Jan Smith** Date

Landlord **John Smith** Date

Or signed for Landlord under written property management agreement or power of attorney:

By: _____

Printed Name: **Adrienne Rowell**

Firm Name: **MRER, LLC**

Tenant **Sam Anderson** Date

Tenant **Abby Anderson** Date

Tenant Date

Tenant Date

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

LANDLORD RULES AND REGULATIONS

Contact Us:

1. Repair Request and Rent Payment: Online only using RENTCafe
2. Emergency Contact: 817-539-6400
3. Email: clientservice@myrepm.com (not for repair request)

Please note the following rules and regulations:

1. Rent is payable online through RENTCafe. You will be sent an invite to register on RENTCafe. If paying by personal check or money order, a \$10 processing fee will apply. **We encourage you to use RENTCafe to pay your rent to avoid this charge.** Your contact information must be pre-printed on the check (name, address, and phone number). Returned checks can result in additional charges per your lease terms and/or the inability to remit payment by check in the future.
2. Your rent is due on the 1st of every month. It is considered late if not received by 8:00 a.m. on the 5th of the month at which time, late fees will be assessed. Late fees are stated in your lease. Weekends or holidays are not taken into consideration and fees will accumulate until your rent is received in full. Please email clientservice@myrepm.com if you know your rent payment will be late.
3. You are required to complete a move-in inventory and condition form and return it within 5 days of move-in.
4. Tenants shall change AC and heating filters monthly.
5. Tenants must protect pipes and appliances from freezing during cold weather. Any resulting damage will be charged to the tenant.
6. The property manager may schedule a walk-thru every 3-6 months. If the property is not properly maintained, it may result in maintenance charges for repairs or nonrenewal of the lease.
7. Repair Requests must be submitted to the Landlord via the RENTCafe online portal.
8. Pets are subject to Landlord approval and may not be kept on the premises without a separate agreement.
9. Outstanding Balance Charge
 - a. There will be a \$20 per month late fee for all outstanding balances. This fee will be charged until outstanding balance has been paid in full. If you need a payment plan, please notify us.
 - b. Once an outstanding balance reaches \$300, My Real Estate Property Management will then send a demand letter which will require the balance to be paid within 3 days or an eviction notice will be sent.

Tenants: _____

& Landlord or Landlord's Representative: _____

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

- 10. Tenants are responsible for HOA fines, if applicable. Warning letters are issued to our office before fines are assessed. Tenant will be charged a \$50 processing fee upon receipt of the 2nd request by the HOA for remediation in addition to the fine levied by the HOA.
- 11. The Landlord will pay HOA membership fees. The tenant will pay for pool or facility access fees, if applicable.
- 12. Lease Renewals
 - a. Lease renewals will be sent out at least 30 days in advance of your lease end date.
 - b. Rent rates will increase annually to market rates as determined by the Landlord.
 - c. If you plan on not renewing your lease, please notify us as far in advance as possible.
 - d. If the departing tenant refers to a new tenant and they are accepted by the Landlord, the departing tenant will receive a referral fee of 20% of one months rent if there is no past due rent and the property is left in good standing.
- 13. **Immediate Cause for Eviction** - the following acts will be cause for immediate eviction of Tenant when performed by Tenant or Tenant representative against Landlord
 - a. Threats of or acts of violence
 - b. Physical or verbal assault
 - c. Sexual assault
 - d. Slander or libel assault
 - e. Any other assault that causes physical or monetary damage to Landlord

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property Management agreement or power of attorney.

By: _____
Date

Tenant Date

Printed Name: _____

Firm Name: My Real Estate Property Management

Tenants: _____

& Landlord or Landlord's Representative: _____

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

NO SMOKING ADDENDUM

The undersigned tenant acknowledges and agrees to the following:

- Tenant is to maintain a smoke-free environment in the property at ALL times.
- Tenant is responsible for all residents, guests, invitees, and all other parties adhering to the smoke-free policy.
- Tenant understands and agrees to be responsible for any damage and cost of repairs caused by smoking any substance in the property. Repair of damages include, but are not limited to, deodorizing or replacement of carpets and drapes, necessary painting, repairing burn marks, duct cleaning, and any other costs incurred by smoke damage.
- Any violation of this addendum is a material breach of the Residential Lease.
- **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

The undersigned Tenants acknowledge the terms of this addendum to the Residential Lease.

By: _____
Date

Tenant Date

Printed Name: _____

Tenant Date

Firm Name: My Real Estate Property Management

Tenants: _____

& Landlord or Landlord's Representative: _____

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

CRIME AND DRUG FREE HOUSING ADDENDUM

The undersigned tenant acknowledges and agrees to the following:

1. Tenant, any member of the Tenant’s residence or a guest or other person under the Tenant’s control shall not engage in any criminal activity, including drug-related criminal activity, on or near the property. This defines drug-related criminal activity as the illegal manufacture, sale, distribution, use, or possession, with intent to manufacture, sell, distribute, or use, of controlled substances.
2. Tenant, any member of the Tenant’s residence or a guest or other person under the Tenant’s control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the property.
3. Tenant, any member of the Tenant’s residence or guest shall not allow the property to be used for or to facilitate criminal activity, including drug-related, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. Tenant, any member of the Tenant’s residence or a guest or other person under the Tenant’s control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance whether on or near the property or otherwise.
5. Tenant, any member of the Tenant’s residence or a guest or other person under the Tenant’s control shall not engage in any illegal activity, including prostitution, assault including, but not limited to the unlawful discharge of firearms, on or near the property that otherwise jeopardizes the health, safety, and welfare of the landlord, their agent, or other tenant or involving imminent or actual serious property damage.
6. Any violation of the provisions of this addendum shall be a material and irreparable violation of the Residential Lease and good cause for immediate termination of the tenancy. Unless otherwise provided by law, proof of any violation shall not require criminal conviction but shall be by a preponderance of the evidence.
7. In the event of a conflict between the provisions of this addendum and any other provisions of the Residential Lease, the provisions of this addendum shall prevail.
8. **ATTORNEY FEES:** In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney’s fees and costs.

The undersigned Tenants acknowledge the terms of this addendum to the Residential Lease.

By: _____
Date

Tenant Date

Printed Name: _____

Tenant Date

Firm Name: My Real Estate Property Management

Tenants: _____

& Landlord or Landlord’s Representative: _____

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

SECURITY DEPOSIT REFUND ADDENDUM

The undersigned tenant acknowledges and agrees to the following:

1. Within 30 days of receiving the security deposit refund or statement the Tenants must dispute the security deposit refund or statement amount by sending a written letter to **My Real Estate Property Management** detailing the Tenant's specific objections to the security deposit refund or statement. **If the tenant does not dispute the amount of the security deposit refund or statement in writing within 30 days, the Tenant's hereby acknowledge and agree that they knowingly waive their right to dispute the amount of the security deposit refund or statement.**
2. You must complete and sign the Inventory and Condition Form provided to you at move in. If you fail to return it within 5 days of lease commencement you may be held responsible for any defects found when you vacate. Additionally, the property will be deemed to be in perfect move in condition if Inventory & Condition Form is not turned in within the timeframe. You should take every precaution to note any defects inside or outside the unit you are leasing.
3. Any remaining portion of the security deposit shall be refunded in the form of one check made payable to one of the tenants on the lease. It will be the tenants responsibility to determine who the check is made out to and where it is sent. If a forwarding address is not provided within 30 days of expiration of lease, the entire deposit will be forfeited.

Security Deposit Deductions

Residents are held responsible for repairs related to excessive wear, abuse, neglect, and damages caused by themselves, guests, children, and/or pets. My Real Estate Property Management hires subcontractors for all Make Ready work. The invoices received by these subcontractors are the basis for any charges passed on to the residents.

By: _____
Date

Tenant Date

Printed Name: _____

Tenant Date

Firm Name: My Real Estate Property Management

Tenants: _____

& Landlord or Landlord's Representative: _____

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

MAINTENANCE ADDENDUM

The following are maintenance instructions for the Residential Lease; Tenant agrees to follow the maintenance instructions, and understands they prevail unless they receive notification from Landlord and/or Landlord's Agent.

All requests for repairs must be submitted to the Landlord via the RENTCafe online portal. In the event of an emergency related to the condition of the Property that *materially affects the physical health or safety of an ordinary tenant*, call: 817-539-6400.

Procedures for requesting maintenance:

- Before calling, check to see if you can determine the cause of the problem you are experiencing unless you have an emergency, such as those listed below. Read these examples carefully.
- Determine if it is an emergency or a non-emergency item.
- **Emergencies**
 - An emergency is a life threatening situation such as a fire, flood, smell of gas, etc.
 - Emergencies causing immediate danger such as a fire call 911.
 - Emergencies involving gas call the gas company and if necessary, 911.
 - Emergencies involving IMMEDIATE electrical danger, call the utility service
 - Emergencies such as backed up plumbing or flooding, call My Real Estate Property Management (817)539-6400, and listen for emergency instructions; **if necessary, call 911 first.**
 - An emergency is NOT heating and air conditioning - this is a priority item and My Real Estate Property Management will make it a priority with vendors to have the heat and AC working as soon as possible.
 - An emergency is NOT a non-working dishwasher, disposal, etc.
- If this is a non-emergency, please do the following:
 - Submit a maintenance request on your online portal through RENTCafe.
 - Explain your problem clearly with as much information as possible.
 - We will assign a vendor to contact you. Vendors are required to make appointments with tenants if requested.
 - Failure to show at an appointment can mean a charge to you. Therefore, be certain to call the My Real Estate Property Management office as soon as possible if you are unable to make the appointment.
 - If you do not hear from the vendor within 3-5 business days, call the My Real Estate Property Management office and inform us a vendor has not contacted you. A My Real Estate Property Management staff member will contact the vendor to

Tenants: _____

& Landlord or Landlord's Representative: _____



find out the cause of the delay, and then inform you when a vendor contact can be expected.

- After a repair has taken place, if you have problems, call My Real Estate Property Management and state you had a recent repair but there is still a problem. Recent repair means within the last 60 days. If you fail to report this and there is further damage, you may be responsible for the cost of the damage.

Check the following, if appropriate, before calling:

- **If the oven does not work:** check time-bake to be sure the settings are not preventing the oven from working. An oven set on time-bake WILL NOT HEAT. An oven not working because it is on time-bake could result in a tenant charge.
- **If the air conditioner does not work:** check ALL circuit breakers. Often during hot weather or if a circuit breaker overloads, it will trip off the circuit breaker. A tripped circuit breaker is often difficult to see and it could appear that it is not. Therefore, you must turn the breaker all the way off and then turn the breaker all the way on. If you do not turn the circuit breaker all the way off, it does not “reset” itself to correct the problem. A tech sent to reset the breaker could result in a tenant charge.
- **If the garbage disposal does not work:** check underneath on the disposal unit and push the reset button. If that does not work, turn the garbage disposal OFF and follow the instructions in [this](#) video. If you still have problems, call My Real Estate Property Management. Issues with the garbage disposal found to be caused by stuck food or miscellaneous items could result in a tenant charge.
- **If the electrical does not work in part of the house:**
 - Check for the GFCI plug, which is usually located in the garage, patio, kitchen, or bathroom and reset by pressing the small button in the middle.
 - Sometimes, there is more than one GFCI; it is a good idea to check around the house and be aware if an electrical problem should occur. There may not be GFCI plugs in homes built before 1970.
 - Reset the circuit breaker if this fix does not work.
- **If the circuit breakers continually keep going off:**
 - Check all appliances to see if too many appliances are running such as iron, microwave, toaster, curling iron, computer, printer, blow dryers, and more causing an overload to the breaker.
- **If the smoke alarm does not work:**
 - Replace the batteries with new ones. If a new battery does not work, submit a maintenance request. Tenants are responsible for the replacement of batteries. It is important to replace batteries and NOT disconnect the smoke alarm.

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- Normally, the smoke alarm will emit a beeping sound when the batteries are not working or losing their charge.
- Test your smoke alarms every 30 days. If the smoke alarm is not working after replacing the batteries, submit a maintenance request immediately. Remember a smoke alarm is for safety, and it is very important to check it regularly to see if it is working
- Do **NOT** disconnect or remove a smoke alarm.

Tenants are responsible for the following routine maintenance:

1. Wood burning fireplace maintenance

- Always be sure to open the flue/damper before starting any fire. If unfamiliar with how to do this, call My Real Estate Property Management for help.
- If smoke is coming out of the front of the fireplace, put out the fire immediately and ventilate the house.
- Do not use soft woods in fireplaces such as pine, fir, and redwood because they cause a coating in the flue which can cause fires in the chimney. Use woods such as oak, maple, ash, walnut, etc.
- Do not overfill the fireplace and create a blazing fire that could cause damage to the firebox or cause a fire.
- Use a fireplace screen at all times when using the fireplace to prevent damage, particularly to the carpet.
- Check to see if fireplace coals are cold before removing from the fireplace.
- **Never** store hot or warm coals in a container, such as a garbage can, bucket, paper bag, or any other container.
- **Never** store disposed coals in the garage or against the house.
- Store any warm or hot coals **away** from any combustibles or the residence for at least two days before disposing of them, and then check them again before disposing.

2. Regular Pest Control

- Tenants are required to do regular insect maintenance
- When storing pesticides, be careful of the safety of children and animals at all times.
- For indoor insects, such as fleas, ants, spiders, silverfish, and more do the following:
 - Insect foggers are the most reliable. Purchase them at grocery or garden stores.
 - To use: follow the instructions on the cans, cover all food and dishes, remove all adults, children, and animals from the inside, and leave for approximately 4 hours.

Tenants: _____

& Landlord or Landlord's Representative: _____

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- For outdoor insects, such as ants, fleas, grasshoppers, and more
 - Purchase granulated or liquid insect products at any garden supply store. It is very economical to buy and very effective
 - Follow the instructions on the package, apply around the perimeter of the house and fence.
 - For spiders, use liquid premixed insecticide. Follow the directions on the package.
 - Purchase bait for snails, snowbugs, and slugs, and similar pests at garden supply stores. Follow the directions on the package.

3. Rodent Control

- If you have ordinary mice, you can purchase several common controls at grocery or garden supply stores.
- If you see rats or large rodents, contact My Real Estate Property Management.
- Keep all doors and unscreened windows closed, especially during the warmer and colder months when pests are looking for shelter.

4. Landscape and watering:

- When indicated on your rental contract, maintain the exterior landscape by mowing, trimming, weeding, fertilizing and watering.
- If there are sprinklers, monitor the level of water needed.
- If you have sprinklers or an irrigation system that is not working, call My Real Estate Property Management.
- Keep all landscaping watered unless a Homeowners Association controls it.
- Pick up all pet droppings on the property even if you do not have pets. If you have pets, keep them from causing damage to landscaping and exterior of the property.
- If there is a pool, it is necessary to maintain the water level and report if there is a problem with maintaining the water level as this may indicate a leak in the pool system.

5. Tenant required replacements:

- Replace burned out light bulbs with equivalent wattage and correct size.
- Replacement of furnace and air conditioning filters is a requirement:
 - Replace at a MINIMUM every 30 days with the correct size. The filter size is on the side of the filter, and an arrow indicates the direction of the airflow.
 - Management may reach via email out to verify completion.. Tenant will be responsible for emailing photos of the replaced filter to: clientservice@myrepm.com within 3 days of the initial request. Failure to do so will result in an additional charge of \$25. Continuous failure to comply or damage to the HVAC unit deemed to be a result of negligence can result in additional charges.
- Replace smoke alarm battery:

Tenants: _____

& Landlord or Landlord's Representative: _____

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

- DO NOT remove a smoke alarm because it is not working or beeping. By doing so, you endanger all residents and guests and you could be liable for damages in the event of a fire.
- 6. Properly dispose of the following:
 - Toxic waste such as fry oil, antifreeze, batteries, and solvents
 - Place garbage in the proper receptacles provided and in accordance with city and/or county rules
 - Christmas trees
- 7. Candles
 - When using candles, do not leave candles burning when leaving a room or the residence. Check candles to make sure they are properly extinguished.
- 8. Holiday decorations and lights
 - Hang lights and decorations properly and carefully.
 - Before hanging, check for bad plugs and loose wires. If you find defects, dispose of the lights.
 - Only use lights and decorations during holiday seasons; remove them immediately when the season ends.
- 9. Cleaning and maintenance of the property
 - Kitchens
 - Keep food cleaned up at all times and clean the oven, stove, and hood vents regularly. Failure to do so may cause pest infestation.
 - Ovens
 - Do not leave the oven on and unattended when leaving the house at any time.
 - Do not allow grease build up - this can cause fires.
 - If the oven is a continuous clean oven, do NOT use a commercial oven cleaner as this could ruin the oven.
 - Bathrooms
 - Keep bathrooms properly ventilated to prevent mildew and mold from happening. Use an exhaust fan or open window while taking showers and for an extended period of time afterward.
 - If mildew and mold appear, use a product such as Tilex to remove immediately.
 - Carpets and flooring
 - Maintenance and cleanliness of carpets and flooring are the responsibility of tenants during occupancy and before moving out at their own expense.
 - Keep floors vacuumed.
 - Immediately clean up spills to prevent stains and damage.
 - Do not use wax on tile or vinyl.
 - Use only hardwood floor cleaners on hardwood floors.

Tenants: _____

& Landlord or Landlord's Representative: _____

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- Have carpets steam cleaned when appropriate; do not use home floor cleaning machines.
- Windows and window furnishings
 - Maintenance and cleanliness of windows and window furnishings are the tenant's responsibility during occupancy and when moving out at their own expense.
 - Wipe all blinds with soft dry cloth or with products designed for blinds.
 - Close the windows against the elements of weather, when appropriate, to avoid damage to the interior.
 - Close doors and windows when leaving the residence.
- Move in Condition
 - The property is accepted by the tenant in "as-is" condition. Landlord will make every effort to paint, make repairs, and professionally clean prior to commencement of the lease, but the tenant accepts that residual dust or dirt can not be removed and further cleaning may be needed to suit tenants standards. Any additional cleaning or make ready items that tenants deem necessary will be completed at tenants expense.
 - Painting is done on an as needed basis. Tenant understands that "like-new" painted walls are flawed due to human error and normal wear and tear.
 - The standards of the tenants and the standards of the Landlord may not align. Tenant accepts the property will be brought to Landlords standards only.

It is the responsibility of all tenants to report all repairs/maintenance problems

- Tenants can incur financial damages if they fail to report maintenance problems.
- Report the following:
 - Any sign of mold in the property
 - All toilet and faucet leaks and any plumbing backups
 - Electrical problems
 - Heating and air-conditioning problems
 - Inoperative smoke detectors
 - Faulty appliances supplied in property
 - Roof leaks
 - Broken windows and doors
 - Fence repair
 - Malfunctioning sprinklers
 - Apparent water damage
 - Any other necessary repairs or unsafe conditions
 - Major pest control items such as bees, rats, termites, wildlife, or other major infestations

Tenants: _____

& Landlord or Landlord's Representative: _____

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

Tenants will be responsible for the following charges:

- If the tenant fails to report necessary repairs
- If there is a service call to reset a tripped breaker or GFCI outlet
- When oven is on time-bake and is not defective
- When residents cause sewer stoppages/blockages
- If garbage disposal or dishwasher is blocked by stuck food or objects
- If the tenant fails to meet a vendor at an assigned appointment
- If the Tenant, Tenant’s Guests, or Tenant’s pets causes damage to the property
- If the Tenant reports a repair which does not require service
- If the Tenant fails to replace the battery for smoke detector or battery for remote door opener
- For replacing doors, window sills, door or window jambs, broken glass, and/or windows unless the Tenant provides a police report detailing the cause of the problem showing forced entry by others.
- For damage to walls, carpets, floors, etc. because the Tenant left the windows or doors open during rain or wind.
- Any damage or residual odors caused by smoking indoors
- Pest control issues caused by open windows, doors, or accumulated garbage

Tenants are NOT to do the following:

- Do NOT perform electrical work
- Do NOT mar, deface, or change walls, woodwork, flooring, landscaping of the property without prior permission from the Landlord or Landlord’s Agent.
- Do NOT perform repairs unless authorized by My Real Estate Property management
- Do NOT deduct any unauthorized or pre-authorized maintenance expenses from rent.

The undersigned Tenants acknowledge the terms of this addendum to the Residential Lease.

By: _____
Date

Tenant Date

Printed Name: _____

Tenant Date

Firm Name: My Real Estate Property Management

Tenants: _____

& Landlord or Landlord’s Representative: _____



MOVE OUT INFORMATION

When moving out, your lease agreement requires that you leave your unit in a clean and undamaged condition. We have every intention of returning all of your security deposit as long as you have fulfilled your agreement with us. My Real Estate Property Management will inspect the property using the same inspection template as prior to your move in. My Real Estate Property Management will have the final decision on any repairs necessary and what is to be considered “normal wear and tear”. All repairs or maintenance items which need to be conducted to return the home to its original condition is the responsibility of the tenant prior to move out.

When you are ready to move, the following will be required:

- **Cleaning:**
 - Have the property clean throughout the interior and the exterior.
 - This includes vinyl or tile floors, windows inside and out, window sills and door casings, ceiling fans, mini blinds, wiping out drawers and shelves, refrigerator, appliances, sinks, toilets, bathtubs, showers, vanities, light fixtures, fireplaces, removal of cobwebs inside and out etc. “Normal wear and tear” is NOT a dirty property.
- **Carpet Cleaning:**
 - Carpet cleaning depends on the time lived in the property, whether you have had pets, and also if the carpet exceeds normal wear and tear including residual odors left due to smoking.
 - Tenant will be charged 100% at all times for carpet cleaning expenses unless Tenant has had carpets professionally cleaned and provides receipt of service.
 - Please note: My Real Estate Property Management will not reimburse for any carpet cleaning contracted by tenants.
- **Replace:**
 - Light bulbs, filters, smoke detector batteries, doorstops, these items must be IN PLACE AND WORKING to avoid charges.
 - Change the filter just before you vacate the property.
- **Pest Control:**
 - If property is found with ants, spiders, cobwebs, fleas, etc. you will incur pest control charges.
- **Landscape:**
 - The outside area is to be neatly mowed, trimmed, pruned, fertilized, and watered for outside areas that apply in your rental contract. Remove all trash, debris, and grease.
 - Pick up any animal droppings whether you have an animal or not.

Tenants: _____

& Landlord or Landlord’s Representative: _____

Residential Lease at: _____



MY REAL ESTATE PROPERTY MANAGEMENT

- Trash
 - If you have trash that exceeds the normal pickup, you are to arrange to have it hauled away at your expense. Place all other trash within the appropriate trash receptacles for normal trash removal.
- Painting
 - We request that you do not spackle, putty, or touch up paint unless you are sure the paint will match.
 - Charges can occur if unnecessary painting is required due to tenant painting.
 - Charges for painting depend on whether it exceeds normal wear and tear, the length of time in the property, and residual odors left due to smoking.
- Utilities
 - Do NOT disconnect any utilities prior to your move out.
 - If the utilities go unpaid, the balance will be taken out of the deposit.

Security Deposit

- Please provide My Real Estate Property Management with the forwarding address and name of the tenant that will be collecting the security deposit. This can be emailed to clientservice@myrepm.com.
 - This is a joint and several lease, the tenants are responsible for splitting the returned deposit if necessary.

Secure the property!

- Upon leaving, please be sure to fully secure the rental by locking all windows and doors.
- **Keys and garage door openers need to be labeled and returned to our office located at:**
 - **101 Summit Avenue #910
Fort Worth, TX 76102**

The undersigned Tenants acknowledge the terms of this addendum to the Residential Lease.

By: _____
Date

Tenant Date

Printed Name: _____

Tenant Date

Firm Name: My Real Estate Property Management

Tenants: _____

& Landlord or Landlord's Representative: _____