

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

## Resident Information

Primary: \_\_\_\_\_

Name                      Primary Phone      Secondary Phone      Email      DOB      SSN

Second: \_\_\_\_\_

Name                      Primary Phone      Secondary Phone      Email      DOB      SSN

Third: \_\_\_\_\_

Name                      Primary Phone      Secondary Phone      Email      DOB      SSN

Fourth: \_\_\_\_\_

Name                      Primary Phone      Secondary Phone      Email      DOB      SSN

Additional Occupancy: \_\_\_\_\_

## Lease Information

Lease Start Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

Animals: \_\_\_\_\_

Pool Maintenance: \_\_\_\_\_ Yard Maintenance: \_\_\_\_\_ Pest Control: \_\_\_\_\_

HOA: \_\_\_\_\_

Keys/Access: Keys will be provided at move-in

Parking: \_\_\_\_\_ Mailbox: \_\_\_\_\_

Appliances: \_\_\_\_\_

Monthly Rent Details	
<b>Total Monthly Rent:</b>	<b>Next Rent Due Date:</b>

**1. PARTIES:** This Lease Agreement ("Lease") is made and entered into on the date \_\_\_\_\_, by and between, \_\_\_\_\_, herein known as "Landlord" and \_\_\_\_\_, collectively herein known as "Resident." Whether residing in the Property (hereafter defined) or not, each Resident is jointly and severally liable for all terms, conditions, and liabilities of this tenancy, whether by law or under the terms of this Lease.

**2. PROPERTY:** Landlord leases to Resident the residence located at \_\_\_\_\_ (the "Property"), together with all improvements, fixtures and appliances in the Property.

**3. TERM:** This Lease commences on \_\_\_\_\_ ("Commencement Date") and ends on \_\_\_\_\_ ("Termination Date").

**4. AGENT:** On Q Property Management ("On Q") is the acting Agent of the Landlord. This Lease shall remain binding if management of the Property is transferred to the Landlord or any agent procured by the Landlord.

**5. DELAY OF OCCUPANCY:** Residents must occupy the Property within 7 days after the Commencement Date. If Resident is unable to occupy the Property by the 7th day after the Commencement Date because of construction on the Property or due to a prior Resident holding over of the Property, Resident may terminate this lease by giving written notice to Landlord before the Property becomes available to be occupied by Resident. Landlord will refund to Resident the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior resident's holding over. This section does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

**6. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This Lease will automatically renew on a month-to-month basis with the Rent (hereafter defined) equal to the current rate plus a 20% "Month-to-Month Fee," unless either party provides the other party written notice of termination at least 30 days before the Termination Date or the end of any renewal period. In the event the Landlord and Resident decide to renew the Lease upon expiration, Resident agrees to pay a lease renewal fee to On Q in the amount of \$100.00. VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES. If this Lease is automatically renewed on a month-to-month basis, either party may terminate the renewal of this Lease by providing written notice to the other party, and the renewal will terminate on the last day of the month in which the notice is given if notice is given on the first day of the month. If the notice is given on a day other than the first day of the month, the renewal will terminate on the last day of the month following the month in which the notice is given. The last month's rent must be for a full month without any pro rations. Time is of the essence for providing notice of termination (strict compliance with dates in which notice must be provided is required).

**7. NOTICES:** Residents can serve notice to the Landlord via service upon On Q, located at 2631 Gattis School Rd Bldg 1, Suite 100, Round Rock TX 78664. Service of any notice may be served upon Resident by hand-delivery or via certified mail to the Property; provided, however, if Resident furnishes a written notice and request under Section 92.012 of the Texas Property Code, Landlord and On Q will serve the

notices listed under Section 92.012 to the address designated as Resident's primary residence. A notice to vacate can be given online at [www.onqhelp.com](http://www.onqhelp.com).

## 8. RENT:

- A. Monthly Rent: Residents will pay monthly rent ("Rent"), as detailed below, for each full month during this Lease:

Rent is due in advance, on the 1st day of each month, no exceptions, regardless of weekends or holidays. Rent is payable to On Q Property Management, 2631 Gattis School Rd Bldg 1, Suite 100, Round Rock TX 78664, or online at [www.OnQpm.com](http://www.OnQpm.com). On Q is not required to accept a partial payment of Rent or other charges. Rent can be paid with a personal check, direct deposit, cashier's check, certified check or money order in the exact amount due. No second party checks or cash will be accepted. If any funds paid by Resident are returned due to insufficient funds, or for any reason upon 30-days written notice, On Q may, but is not obligated to, require payments be made by certified funds. Resident understands it may use the drop box to tender monthly Rent payments at Resident's own risk; however, Rent paid via the drop box is not deemed received until collected and entered by On Q. Residents are responsible for updating online automatic payments should Rent change any time during tenancy. Residents are also responsible for removing online automatic payments at the time of move out. Resident agrees that if funds are lost or misplaced, it is Resident's responsibility to replace lost funds immediately and provide On Q with proof that Resident is tracing said funds in a timely manner. On Q does not warrant security on the drop box should the Rent be lost, stolen, or removed by a third party. Resident agrees to immediately reimburse On Q for the Rent that was allegedly delivered to the drop box within 5 days of written demand, even if Resident has placed a trace on those funds. Common law mailbox rules do not apply.

- B. Rent Increases: There will be no rent increases through the Termination Date. If this Lease is renewed automatically on a month-to-month basis, Landlord will increase the Rent set at the current rate plus a 20% "Month-to-Month Fee" ongoing until the Lease is renewed.

**9. LATE CHARGES AND FEES:** Resident must pay: (1) a late fee of \$50 if Rent is paid after the 3rd day of each month regardless of holidays or weekends; (2) \$25 per day for each day thereafter that any portion of the Rent is delinquent (only cashier's check and money orders will be accepted after the fifth day of the month); and (3) \$50 for each non-sufficient fund check returned by the Resident's bank and thereafter, all future Rent and charges must be paid only in the form of cashier's checks or money orders. In addition to any late charges, Resident must pay the following: (4) the costs or repairs caused by damages due to an act of neglect by Resident's guest; (5) \$1,000.00 fine for bringing an unauthorized occupant, animal, including visiting animals, on the Property (payment of the fee does not allow the occupant or animal to remain on the Property); (6) a document preparation/certified mailing fee of \$100.00 including but not limited to all legal notices, contract addendums, and documents served upon Resident, including but not limited to, 24-hour notice of eviction, HOA violation notice; (7) legal fees, at actual cost, for each time the Resident's account is sent to the court for a Forcible Detainer/Judgment to the prevailing party; (8) legal fees, at actual cost, for each time a Writ of Possession or Execution is prepared for the Resident; and (9) at the time of the move out assessment the Property must be vacant or there will be a \$100.00 charge for a second assessment.

Resident's failure to pay Rent, or any portion thereof, or any other charges due may provide a basis for terminating the Lease at the option of Landlord or On Q. Resident agrees and understands that the following charges will be due and payable upon demand: NSF fees, late fees, administrative fees, legal document preparation fees, notice fees, certified mailing fee, past due rent notice fees, HOA fees, violation fees, and utility charges. Late Rent and fees must be payable by certified funds only.

**10. APPLICATION OF FUNDS:** Landlord or On Q will apply all funds received from Resident first to any non-rent obligations of Resident including, but not limited to, late charges, returned check charges, charge-backs for repairs, and periodic utilities, then to rent regardless of any notations on a check.

**11. ANIMALS:** There will be no animals, unless authorized by a separate written animal agreement. Residents must not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the Property, even temporarily, unless otherwise agreed by a separate written animal agreement. If Resident violates the animal restrictions of this Lease, Resident will pay Landlord a fee of \$50 per day per animal for each day Resident violates the animal restrictions as additional rent for any unauthorized animal. Landlord may 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 the Resident of the Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Residents are responsible and liable for any damage or required cleaning to the Property caused by any unauthorized animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed.

Animals:

**12. SECURITY DEPOSIT:**

A. Security Deposit: Upon execution of this Lease, Residents will pay a security deposit to the Landlord in the amount of \$ \_\_\_\_\_. "Security deposit" has the meaning assigned to that term in §92.102 of the Texas Property Code. No interest will be paid to the Resident on the security deposit. Landlord may place the security deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord's representative. Notice: §92.108 of the Texas Property Code provides that Residents may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. Bad faith violations of §92.108 may subject the Resident to liability up to three times the rent wrongfully withheld and the Landlord's reasonable attorney's fees.

B. Refund: Subchapter C of Chapter 92 of the Texas Property Code governs the obligations of the parties regarding the security deposit. Residents must give Landlord at least 30 days written notice of surrender before Landlord is obligated to refund or account for the security deposit. Notice: The Texas Property Code does not obligate Landlord to return or account for the security deposit until 30 days after Resident surrenders the Property (vacating and returning all keys and access devices) and gives Landlord a written statement of Resident's forwarding address.

C. Deductions:

(1) In addition to damage to the Property exceeding normal wear and tear, Landlord may deduct reasonable charges from the security deposit for:

- a. Unpaid or accelerated rent;
- b. Late chargers;
- c. Unpaid utilities;

- d. Costs of cleaning, deodorizing, and repairing the Property and its contents for which Resident is responsible;
  - e. Animal violation charges;
  - f. Replacing returned keys, garage door openers or other security devices;
  - g. The removal of unauthorized locks or fixtures installed by Resident;
  - h. Insufficient light bulbs;
  - i. Packing, removing, and storing abandoned property;
  - j. Removing abandoned or illegally parked vehicles;
  - k. Costs of reletting, if Resident is in default;
  - l. Attorneys' fees and costs of court incurred in any proceeding against Resident;
  - m. Any fee due for early removal of an authorized key box; and
  - n. Other items the Resident is responsible to pay under the Lease.
- (2) If deductions exceed the security deposit, Resident will pay to Landlord the excess within 10 days after Landlord makes a written demand. The security deposit will be applied first to any non-rent items, including, but not limited to, late charges, returned check charges, repairs, and periodic utilities, then to any unpaid rent.

**13. UTILITY RESPONSIBILITY:** Residents shall arrange for all utility services necessary on the Property and be responsible for the payment during the entire Term of the Lease. The account number for each of the utility services must be provided within 10 days of written request from On Q. Residents are to maintain utility services for 3 business days after moving out for the move-out assessment to take place. If Resident fails to transfer, maintain, and pay for all utilities per the lease, then Resident will be charged a fine of \$150 for each occurrence in addition to the costs of any utility services billed by the provider, and understands that this is a material violation that may result in the termination of the Lease. Unless otherwise agreed to in writing, no utilities are provided or paid for by the Landlord, including but not limited to, internet service.

Utilities:

**14. USE AND OCCUPANCY:**

A. Occupant: Residents may use the Property as a private dwelling only. If Resident fails to occupy and take possession of the Property within 7 days of the Commencement Date, Resident will be in default. The only persons Resident may permit to reside in the Property during the term of this Lease will be:

(collectively, "Permitted Occupants"). Residents must promptly inform the Landlord of any changes in Resident's phone numbers (home or work) no later than five days of any change. Residents must comply with any Landlords association rules or restrictive covenants affecting the Property. Residents will pay any fines or other charges assessed against Resident or Landlord for violations by Resident of any Landlords association rule or restrictive covenant.

B. Prohibitions: Resident 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 child care;
4. Any activity which violates any applicable Landlords association rule or restrictive covenant;
5. Any illegal or unlawful activity;

6. Bringing hazardous materials into the Property;
7. Storing anything in closets containing water heaters or gas appliances;
8. Tampering with utilities or telecommunication equipment;
9. Using windows for entry or exit;
10. Heating the Property with gas-operated appliances;
11. Making bad-faith or false allegations against the Landlord or Landlord's agents to others;
12. Smoking of any kind;
13. Using glass containers in or near pools;
14. Other activity which will obstruct, interfere with, or infringe on the rights of other persons;
15. Residents may not disrupt Landlord's business operations, make bad faith allegations about Landlord to others, nor engage in conduct which disturbs the rights, comfort, safety, or convenience of others including Landlord's agents and employees. Resident and Resident's occupants or guests will communicate and conduct themselves in a lawful, courteous and reasonable manner at all times when interacting with Landlord, Landlord's representative, Landlord's agent, and other resident or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by Resident, Resident's occupants or guests is a breach of the Lease.

C. Guests: Resident may not permit any guest to stay on or in the Property longer than the lesser of:

1. The amount of time permitted by any Landlord's association rule or restrictive covenant;
2. Seven days without the Landlord's written permission.

**15. VEHICLES:** Parking policies are strictly enforced. Residents agree that only the vehicles (including trailers, RVs and boats) identified in the Lease may park on the Property without separate written consent from Landlord or On Q. Landlord or On Q may assign parking spaces or areas for Resident and Resident's guests. Landlord or On Q may have any unauthorized or illegally parked vehicles towed or booted according to state law at Landlord or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the Property; (e) is in a handicapped space without the legal required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and Landlord or On Q has given Resident or Landlord at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance. A fine of \$100.00 as well as all expenses incurred as a result of unauthorized parking shall be deemed as additional rent owed and be immediately due and payable.

**Vehicle Details:**

**16. ACCESS BY LANDLORD:** 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. If Resident fails to permit reasonable access under this paragraph, Resident will be in default. Landlord, or anyone authorized by Landlord, may enter the Property by reasonable means at reasonable times without notice to:

- A. Assess the Property;
- B. Make repairs;
- C. Show the Property to prospective residents, purchasers, field service representatives, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notices; or
- F. Seize nonexempt property after default.

Residents are aware that under these circumstances, Landlord and On Q are not responsible for lost or stolen articles. Residents will allow the Property to be shown during the last 30 days of the Term to prospective residents, buyers, or others after receiving proper notice.

Residents understand that Landlord or On Q may conduct a routine assessment of the Property during occupancy. Residents will be liable to pay a \$50.00 rescheduling fee per occurrence for changed appointments or reschedule requests. Residents also understand and agree to allow a field service representative to photograph the home as needed to complete a thorough routine assessment. If Resident is unable or not present to provide access during a scheduled appointment, then the Resident will be liable to pay a \$85.00 trip charge per occurrence for missed appointments or unnecessary repair requests.

**17. LOCKBOX AUTHORIZATION:**

- A. Notice: A lockbox is a locked container in which a key to the Property is placed. The lockbox may be placed on the Property and opened with a special key, combination, or electronic card. Lockboxes make it more convenient for the Property to be shown or repaired. All persons who have the special keys, combinations, or cards may have access to the Property. The use of a lockbox involves risk (such as unauthorized entry, property damage, or personal injury). If a lockbox is authorized, Residents should: (i) safeguard and/or remove all jewelry and valuables; (ii) discuss advantages and disadvantages of the lockbox with real estate professionals, insurance agents, or attorneys; and (iii) obtain personal property insurance. Resident authorizes Landlord, Landlord's property manager, and Landlord's agent to place a lockbox with a key on the Property during the last 30 days of this Lease or any renewal, or at any time during the Lease if the Landlord wishes to market the Property for sale.
- B. Landlord, Landlord's property manager, and Landlord's broker are not responsible to Resident, Resident's guests, family, or occupants for any damages, injuries, or losses arising from use of the lockbox unless caused by the negligence of Landlord, Landlord's property manager, or Landlord's broker. Residents assume all risk of any loss, damage, or injury.

**18. MOVE-IN CONDITION:** Resident has inspected and accepts the Property AS IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted otherwise in this Lease. Landlord has made no express or implied warranties as to the condition of the Property and no

agreements have been made regarding future repairs unless specified in this Lease. Residents will complete an Inventory and Condition Form, noting any defects or damages to the Property, and deliver it to the Landlord within 48 hours after the Commencement Date. Resident's failure to timely deliver the Inventory and Condition Form will be deemed as Resident's acceptance of the Property in a clean and good condition. The Inventory and Condition Form is not a request for maintenance or repairs.

**19. MOVE-OUT CONDITION AND ABANDONMENT OF RESIDENT'S PERSONAL PROPERTY:** Resident will surrender the Property in the same condition as when received, normal wear and tear excepted. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Residents will leave the Property in a clean condition free of all trash, debris, and any personal property or belongings. If Resident leaves any personal property or belongings in the Property after Resident surrenders possession of the Property, all such personal property or belongings will be considered abandoned and become the property of Landlord.

**20. PROPERTY MAINTENANCE:**

A. Resident's General Responsibilities: Resident, at Residents sole expense, must:

- a. keep the Property clean and sanitary;
- b. promptly dispose of all garbage in appropriate receptacles;
- c. supply and change heating and air conditioning filters at least once a month;
- d. supply and replace light bulbs and smoke detector batteries;
- e. ensure that water softener/RO system is functional and maintain salt levels if applicable;
- f. promptly eliminate any dangerous condition on the Property cause by Resident or Resident's guests;
- g. take precautions to prevent broken water pipes due to freezing;
- h. replace any lost or misplaced keys;
- i. not obstruct or cover the windows or doors;
- j. pay any periodic, preventive, or additional extermination costs desired by Resident;
- k. promptly notify the Landlord of all needed repairs.

Residents are responsible for keeping scheduled appointments with vendors for repair or maintenance requests. If Resident is not present or does not allow the vendor access to the Property, then Resident agrees to pay for any incurred trip fees. In addition, Residents will be charged the full cost of repair plus a 10% processing fee if the repair was caused as a result of Resident's failure to report any issues in a timely manner, negligence, misuse, lack of care, or failure to perform a required duty. Residents agree that any charges assessed are due and payable as Rent on the period rental date following the assessment of the charges.

The following shall be the responsibility of the party indicated (failure to indicate shall mean that the following are the responsibility of Resident):

Pool Maintenance: \_\_\_\_\_ Yard Maintenance: \_\_\_\_\_ Pest Control: \_\_\_\_\_

**APPLIANCES:**

The Property contains the following appliances:

Should the Property contain a refrigerator, washer, dryer, or other non-essential appliance, it is strictly provided as a convenience to the Resident. If the appliance becomes non-functional, the Landlord has the option of repairing, replacing or removing the appliance. If the Landlord elects to remove the non-functional appliance, Landlord will bear the cost of removal. Landlord is responsible for the following if they were included in the lease: Ovens/Ranges, Dishwashers, Mechanical pool parts, Heating/Cooling units, Major plumbing issues, Hot water heaters - unless neglected by the Resident. Residents agree that any damage to clothing or personal items by the washer or dryer is not the responsibility of Landlord. Landlord is not responsible for any food spoilage due to a fridge potentially going out. Furthermore, Landlord is not responsible for excessive electric, gas, or water charges from faulty appliances.

- B. Yard Maintenance: Residents are responsible for all yard maintenance and will use reasonable diligence in maintaining the yard. "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 Landlords association. "Yard maintenance" means such things as, but is not limited to, mowing, fertilizing, trimming, and control of yard pests. Landlord, at Landlord's sole discretion, will be responsible for treatment for wood-destroying insects, if any. If Landlord performs any yard maintenance or landscaping, Residents will permit Landlord and Landlord's contractors reasonable access to all parts of the yard and will remove any animal from the yard at appropriate times. Residents will water the yard at reasonable and appropriate times as well as the foundation all around the home.
- C. Pool or Spa Maintenance: Residents are responsible for all pool or spa maintenance and will use reasonable diligence in maintaining the pool or spa. "Pool or spa maintenance" means cleaning, sweeping, and applying appropriate chemicals. Residents will maintain proper water heights in the pool or spa. If Landlord performs any pool or spa maintenance or repairs, Residents will permit Landlord and Landlord's contractors reasonable access to the pool or spa and will remove any animal in the yard in which the pool or spa is located at appropriate times.
- D. Prohibitions: If Resident installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, 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, Resident may NOT:
- a. remove any part of the Property or any of Landlord's personal property from the Property;
  - b. remove, change, or rekey any lock;
  - c. make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
  - d. permit any water furniture on the Property;
  - e. install new or additional telephone or television cables, outlets, antennas, satellite receivers, or alarm systems;
  - f. replace or remove carpet, vinyl, paint, or wallpaper, or install or change any fixture;
  - g. keep or permit any hazardous material on the Property, such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
  - h. dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the Property;

- i. cause or allow any mechanic's or materialman's lien to be filed against any portion of the Property or Resident's interest in this Lease.

**21. REPAIRS:**

1. Repairs to be Paid by Resident: Resident will pay Landlord, or any repairman Landlord directs Resident to pay, the cost to repair:
  - a. a condition caused by Resident, an occupant, a member of Resident's family, or a guest or invitee of Resident;
  - b. damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively service the Property;
  - c. damage to doors, windows, or screens; and
  - d. damage from windows or doors left open
2. Repairs to be Paid by Landlord: Landlord will pay the cost to repair:
  - a. a condition caused by the Landlord or the negligence of the Landlord;
  - b. wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment; and
  - c. a condition that is not Resident's obligation to pay under paragraph 21.A and that materially affects the health or safety of an ordinary resident.
3. Repair Requests and Completion of Repairs: Subchapter B of Chapter 92 of the Texas Property Code governs the rights and obligations of the parties regarding repairs. All requests for repairs must be in writing and delivered to the Landlord. Residents may not repair or cause to be repaired any condition, regardless of the cause, without the Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of repairmen, will be at Landlord's sole discretion. Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Texas Property Code. Landlord may require advance payment of repairs for which the Resident is liable. If Resident fails to promptly reimburse Landlord for any repair costs that Resident is obligated to pay, Resident will be in default. If Resident is delinquent in rent at the time the repair notices are given, Landlord is not obligated to make the repairs.
4. Trip Charges: If Landlord or a repair person is unable to access the Property after making arrangements with Resident to complete the repair, Resident shall pay any trip charges incurred.
5. Resident's Remedies: Landlord will act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after casualty loss, or during equipment repair, Resident's Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. If the Landlord fails to timely repair a condition that materially affects the physical health and safety of an ordinary resident as required by the Texas Property Code, Resident may be entitled to exercise remedies under Section 92.056 and Section 92.0561 of the Texas Property Code. If Resident follows the procedures under those sections, the following remedies, among others, may be available to Resident: (1) termination of the Lease and an appropriate refund under Section 92.056(f); (2) have the condition repaired or remedied according to Section 92.0561; (3) deduct from the Rent the cost of the repair or remedy according to Section 92.0561; and (4) judicial remedies according to Section 92.0563.
6. Duty to Report: Resident agrees to immediately report all issues that may negatively affect the

Property, including but not limited to, water leaks, roofing problems, existence of mold, or other health or safety issues. In the event the Resident fails to report any problems that they know of or should have discovered, such inaction shall constitute a material breach of this Lease and Resident may be evicted and, to the extent permitted by law, waives any other claims for damages to their personal possessions, their health or safety. Residents may be required to open an insurance claim with their renter's insurance policy in the event that a maintenance issue (water leak, fire, etc.) causes damage to the Property or a neighboring unit.

7. All Work Orders must be submitted online using [help.onqpm.com](http://help.onqpm.com)

**22. RESIDENT POLICIES:** (1) Resident shall not decorate or alter the Property, patio or balcony area, have a waterbed, trampoline, sublet, or park a motorized vehicle at the Property without written permission from On Q; (2) Resident further agrees to comply with state statutes, city ordinances, and any applicable homeowner's association rules and regulations which are applicable to the Property and agrees that a breach of the foregoing shall constitute a material breach of this Lease; (3) Resident shall show due consideration for neighbors and not interfere with others' quiet enjoyment, and On Q shall be sole judge of acceptable conduct; (4) Resident agrees to exercise reasonable care in the use of the Property and maintain and redeliver the same in a clean, safe and undamaged condition; (5) guests of the Resident must have On Q's written consent if they stay in the Property more than 14 days in a 12-month period, or more than 7 days in 1-month period. No more than 2 guests per visit. Guests using recreational facilities must be accompanied by someone named in the Lease; (6) Residents shall not contact the Landlord directly by phone, email, text message, messaging applications, or other means. All communication is to be directly with On Q Property Management.

**23. RULES, REGULATIONS, AND APPLICABLE LAW:** Both Landlord and Resident agree to comply with applicable laws, ordinances, regulations, covenants, conditions and restrictions, and homeowners' association rules and regulations concerning the Property. Residents agree to supervise Residents family, guests and invitees to ensure their compliance with these rules, regulations, and laws. Residents shall be responsible for any actions of Residents family', guests and invitees who violate the Lease or On Q's rules or regulations. Residents are responsible for any fines or penalties assessed by any governing body as a result of Resident's violation of any of these rules, regulations, and laws, and such amounts are immediately due and payable as Rent. Residents agree to pay On Q a fine of \$100.00 for each warning or violation received from the homeowners' association or City, in addition to any other charges due thereunder. Resident has either received a copy of any rules, regulations, and laws concerning the Property, or has made an independent investigation of the applicability of such rules, regulations and laws as to Resident's use of the Property. If the State, County, Municipality, or other governmental bodies adopt new ordinances, rules or other legal provisions affecting this Lease, then where permitted, On Q may make immediate amendments to bring this Lease into compliance with the law and in any other instance after service of 30 day written notice. In such event, On Q agrees to give Resident written notice that this Agreement has been amended and shall provide a brief description of the amendment and the effective date.

**24. INDEMNIFICATION:** To the fullest extent permitted by law, Landlord and On Q shall not be liable for any damage or injury to the Resident or any other person, or to any property, occurring on the Property, or any part thereof, or in the common areas thereof, unless such damage is the proximate result of negligence or unlawful act of Landlord, On Q, or employees. Residents agree to hold Landlord and On

Q harmless from any and all claims for damages, except for injury or damages for which Landlord is legally responsible. Residents shall be responsible for obtaining fire, extended coverage and liability insurance with respect to the contents of the Property. Resident understands that Landlord's insurance does not cover Resident's belongings or losses. Landlord and On Q require Resident to obtain a renter's policy which includes an all-risk policy, which names Landlord and On Q as additional insured.

**25. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:** Texas Property Code Sections 92.151, 92.153, and 92.154 require, with some exceptions, that Landlord provide at no cost to Resident and when occupancy begins: (a) a window latch on each window; (b) a door viewer (peep-hole or window); (c) a pin lock on each sliding door; (d) either a door-handle latch or a security bar on each sliding door; (e) a keyless bolting device (deadbolt) on each exterior door; and (f) either a keyed door knob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before Resident moves in or within seven days after Resident moves in, as required by law. If Landlord fails to install or rekey security devices as required by law, Resident has the right to do so and deduct the reasonable cost from Resident's next Rent payment under Texas Property Code Section 92.165(1). Landlord may deactivate or not install keyless bolting devices on Resident's doors if (i) Resident or an occupant of the dwelling is over 55 years old or disabled, and (ii) the requirements of Texas Property Code Section 92.153(e) or (f) are satisfied. All notices or requests by Resident 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 Resident will be paid by Resident in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Resident.

**26. SMOKE DETECTORS:** Subchapter F of Chapter 92 of the Texas Property Code requires the Property to be equipped with smoke detectors in certain locations and will govern the rights and obligations of the parties regarding smoke detectors. Requests for additional installation, assessment, or repair of smoke detectors must be in writing. Residents must immediately report to Landlord any missing, malfunctioning, or defective security devices, smoke alarms, or detectors. Residents will be liable if Resident fails to report malfunctions, or fails to report any loss, damage, or fines resulting from fire, smoke, water. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Residents to civil penalties and liability for damages and attorney fees under Texas Property Code Section 92.2611.

**27. LIABILITY:** Unless caused by Landlord's negligence, Landlord is NOT responsible to Resident, Resident'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 (e.g., carbon monoxide, asbestos, radon, lead-based paint, etc.), or other occurrences or casualty losses especially acts of god. Residents will promptly reimburse the Landlord for any loss, property damage, or cost of repairs or service to the Property caused by the negligence or by the improper use by Resident, Resident's guests, family, or occupants.

Resident is required to maintain and provide the following minimum required insurance coverage: \$100,000 limit for Resident's legal liability for damage to Landlord's real property and personal property, including any fixtures, including but not limited to the following causes of loss: fire, smoke, explosion,

backup or overflow of sewer, drain or sump, water damage. Notice: It is Resident's sole responsibility to obtain liability and property insurance to protect against losses to personal properties, including vehicles on the Property, and other losses or damage (i.e., flood, fire, theft, vandalism and other perils) during the entire duration of the Lease Term.

**28. DEFAULT AND ACCELERATION OF RENTS:** If Landlord breaches this Lease, Residents may seek any relief provided by law. If Resident fails to timely pay all rents due under this Lease or otherwise fails to comply with this Lease, for any reason, Resident will be in default and Landlord may terminate Resident's right to occupy the Property by providing Resident with at least one (1) day's written notice. Notice may be by any means permitted by Section 24.005 of the Texas Property Code (such as mail, personal delivery, affixing notice to the inside of the main entry door). If Resident breaches this Lease, all rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Resident's breach by attempting to relet the Property to acceptable residents and reducing Resident's liability accordingly. Unpaid rent and unpaid damages are reportable to credit reporting agencies. If Resident breaches this Lease, Resident will be liable for:

1. Any lost rent;
2. Landlord's cost of reletting the Property, including brokerage fees, advertising fees, and other fees necessary to relet the Property;
3. Repairs to the Property for use beyond normal wear and tear;
4. All of Landlord's costs associated with eviction of Resident, such as attorneys' fees, court costs, and prejudgment interest;
5. All of Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
6. Any other recovery to which the Landlord may be entitled to by law.

**29. ABANDONMENT AND SURRENDER:**

1. Abandonment: If Resident abandons the Property, Resident will be in default. "Abandon" means rent has been due and unpaid and Resident has been absent from the Property for 10 consecutive days.
2. Surrender: Resident has surrendered the Property when: (1) the move-out date has passed and no one is living in the Property in Landlord's reasonable judgment; or (2) Property keys and access devices have been returned to Landlord.
3. End of Resident's Rights: Surrender, abandonment, or judicial eviction ends Resident's right to possession for all purposes and gives Landlord the immediate right to (1) clean up, make repairs, and relet the Property; (2) determine any security-deposit deductions; and (3) remove or store property left in the Property.
4. Removal and Storage of Property: If Resident surrenders or abandons the Property or Resident is judicially evicted, Landlord or law officers may – but have no duty to – remove or store all property that Landlord, in its sole judgment, believes belongs to Resident and remains in the Property or common areas (including any vehicles that Resident or any occupant or guest owns or uses). Landlord is not liable for casualty, loss, damage, or theft. Residents must pay reasonable charges for the Landlord's packing, removing, and storing of any property. Landlord may throw away or give to a charitable organization all personal property that is: (1) left in the Property after surrender or abandonment; or (2) left outside more than one hour after a writ of possession

is executed following judicial eviction. An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, human society, or rescue organization.

**30. HOLDOVER:** If Resident fails to vacate the Property on or before the Termination Date of this Lease or at the end of any renewal period, Resident will pay rent for the holdover period and indemnify Landlord and/or prospective residents for damages, including lost rent, lodging expenses, and attorneys' fees. In the event of holdover, Landlord, in Landlord's sole discretion, may extend this Lease up to one month by notifying Resident in writing. Rent for any holdover period will be two times the monthly rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

**31. RESIDENTIAL LANDLORD'S LIEN:** Landlord will have a lien for unpaid rent against all of Resident's nonexempt personal property that is in the Property and may seize such nonexempt property if Resident fails to pay rent. Subchapter C of Chapter 54 of the 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 of the Texas Property Code.

**32. ASSIGNMENT AND SUBLETTING:** Resident may not assign or sublet the Property without Landlord's prior written consent. An assignment or subletting of the Property without Landlord's written consent is voidable by Landlord. Under no circumstances will Resident be released from Resident's obligations in this Lease by virtue of an assignment or sublease. Options may be available for replacement residents with Landlord's prior written approval and payment of Landlord's marketing expenses, if any. Residents are responsible for all rent during the marketing period for assignment. Residents will not list any part of the Property on any lodging or short-term rental website or with any person or services that advertises dwellings for rent.

**33. SUBORDINATION:** This Lease and Resident's leasehold interest are and will be subject, subordinate, and inferior to:

1. Any lien or encumbrance now or hereafter placed on the Property by Landlord;
2. All advances made under any such lien or encumbrance;
3. The interest payable on any such lien or encumbrance;
4. Any and all renewals and extensions of any such lien or encumbrance;
5. Any restrictive covenant; and
6. The rights of any Landlords association affecting the Property.

**34. CASUALTY LOSS OR CONDEMNATION:** Section 92.054 of the Texas Property Code governs the rights and obligations of the parties regarding any 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 the sole property of the Landlord. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

**35. EARLY TERMINATION:** This Lease begins on the Commencement Date and ends on the Termination Date unless: (1) the Lease is renewed under Paragraph 6; (2) extended by written agreement of the parties; or (3) terminated earlier under Paragraphs 28 and 29, by agreement of the parties, applicable

law, or this Paragraph 35. Residents are not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-residents, changes in health, purchase of property, or death.

**36. MILITARY:** If Resident is or becomes a member of the Armed Forces on active duty and receives change of station orders to leave the county in which the Property is located and Resident is not in default of this Lease, Resident may terminate this Lease by giving Landlord 30 days' written notice and a copy of the military orders. Military orders authorizing base housing do not constitute grounds for termination unless specifically waived.

**37. FAMILY VIOLENCE:** Resident may terminate this Lease if Resident provides Landlord with documentation or correspondence described under Section 92.016 of the Texas Property Code, which protects Resident or an occupant from family violence committed by a co-resident or occupant of the Property. Section 92.016 governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a co-resident or occupant of the Property, Resident must give written notice of termination 30 days prior to the effective date of the notice.

**38. SEX OFFENSES OR STALKING:** Residents may have special statutory rights to terminate this Lease in situations involving certain sexual offenses or stalking if Resident provides Landlord with the documentation required by Section 92.0161 of the Texas Property Code. For more information about the types of situations covered by this provision, Residents are advised to review Section 92.0161 of the Texas Property Code.

**39. SPECIAL PROVISIONS:** Landlord is not responsible for ice maker, extermination, or resident-caused plumbing stoppages.

**40. 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, attorneys' fees, and all other costs of litigation from the non-prevailing party.

**41. REPRESENTATIONS:** Resident's statements in this Lease and any Application for Rental are material representations relied upon by the Landlord. Each party signing this Lease states that he or she is of legal age to enter into a binding contract. If Resident makes any misrepresentation in this Lease or in any Application for Rental, Resident is in default.

**42. SMOKING PROHIBITED:** "Smoking" or "smoke" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, tobacco product, weed, plant, or other combustible substance whose smoke is intended to be inhaled. Residents acknowledge and agree Resident and all of Resident's occupants and guests shall not smoke anywhere in the entire Property. Residents shall inform his or her guests of the prohibition on smoking. Resident agrees to pay On Q a fine of \$500.00 per each violation of this provision and further understands that this is grounds for noncompliance of the Lease and all possible costs incurred for restoring the Property and any legal ramifications as a result of breach.

**43. GOOD NEIGHBOR:** It is expected that Residents show respect for neighbors by controlling loud noises from stereos, televisions, gatherings, etc. Bicycles, skates, and skateboards must be used in designated

areas or must yield to pedestrians so as not to interfere with legitimate sidewalk use. The use of mentioned items and/or playing in parking/garage areas and hallways is strictly prohibited. On Q takes great pride in the appearance of the community and properties. It is important for residents to keep walkways clean and free of litter. It is against policy to maintain and/or store items on shared walkways outside of the Property. Residents must keep the exterior entrance door area free of clutter. Residents must refrain from hanging anything on exterior walls, railings or light fixtures and keep all stairs and common walkways clear. All patios and balconies must be kept free of clutter and should not have personal items except furniture that is specifically designed for the area and must be maintained in a good clean condition.

**44. COMMUNITY POLICIES:** If applicable, the community policies are for the mutual benefit of all residents and are deemed a part of this Lease. Violations or breaches of any community policy shall constitute a default under the Lease. Notice of modifications to community policies will be given to Residents at least 30 days prior to their effective date.

**45. DEATH OF RESIDENT:** If a Resident dies during the term of this Lease, any remaining Resident shall assume all obligations under the Lease as if the deceased had not been a party to the Lease. Any amount claimed by the deceased's estate for contribution to the Security Deposit will be paid to the estate by any continuing Resident, and neither Landlord nor Landlord's agents or representatives, including but not limited to On Q, shall have any obligation to the estate for refund of the Security Deposit.

**46. SATELLITE DISHES:** Residents agree to comply with all regulations and any other restrictions that Landlord, On Q, State, FCC or a homeowners' association may prohibit regarding the placement of satellite dishes. On Q will not unreasonably mandate the placement of satellite dish, but will require the Resident to fully comply with all regulations and conditions which includes, but is not limited to, no holes being drilled in outside walls, roofs, or windows and balcony railings. Furthermore, no part of the dish or antenna can extend beyond the balcony railing line, which is in the sole exclusive use of the Resident.

**47. JURY TRIAL WAIVER:** All Parties agree that in the event of any litigation between the Parties, excluding claims arising under Chapter 92 of the Texas Property Code, the Parties waive their rights to a jury and agree that a Judge shall hear the matter.

**48. CLASS ACTION WAIVER:** All Parties agree to waive the right to litigate in court or arbitrate any claim or dispute as a class action, either as a member of a class or as a representative.

**49. COLLECTIONS:** Landlord and On Q are entitled to recover the full amount due under the terms of the Lease, as well as additional damages, such as all costs to collect the monies owed, including any money the Landlord pays a collection company or lawyer to collect those funds with or without suit. Residents will pay an additional 40% collection fee for balances outstanding more than 120 days. Resident agrees to reimburse On Q the fees of any collection agency, which will be added to the account at the time it is placed with an agency for collection and may be based on a percentage of the debt, and all reasonable costs and expenses, including reasonable attorneys' fees, incurred in such collection efforts.

**50. CREDIT REPORTING:** On time payments, non-payments, late payments, default or breach of any of the terms of this rental agreement may be reported to a credit and/or reporting agency.

**51. KEYS:** The Landlord and On Q may choose to retain keys to the Property. If Resident changes and/or adds a lock, then the Resident shall provide On Q a new set of Keys within 10 days. Resident shall pay a rekeying fee of \$250.00 to On Q if Resident: (1) fails to return all the keys given on the Commencement Date; (2) fails to get On Q's authorization to change locks; (3) fails to provide On Q with working keys and/or access after rekeying the Property within 10 days of making the change; (4) fails to use the same type of lockset when re-keyed. In the event that Resident is locked out of the Property and needs access, Resident must contact a professional locksmith, not Landlord or On Q, and Resident is responsible for any costs incurred.

**52. MAILBOX:** If Resident is renting a home with a community mailbox, Resident needs to go to the U.S. Post Office that services the Property to obtain mailbox keys. Community mailboxes or cluster mailboxes are owned by the USPS and are federal property; they are not owned by the public or home owners. Therefore, in order to receive keys to the mailbox, Residents must prove that residency has been established by going to the local post office with the Lease or utility bill and valid government issued ID.

To find the post office that services the Property, call (800) 275-8777 or go to the USPS Postal Office Locator website at <https://tools.usps.com/find-location.htm>. Upon providing residency documentation, the Post Office will rekey the community mailbox lock at a minimal fee. Any fees that the Post Office may charge are the responsibility of the Resident. New mailbox keys may take between 3 and 5 business days to receive. Alternatively, Residents may also choose to use third-party services to obtain mailbox keys, which will also require residency documentation and identification, but could help expedite the process.

**53. SWIMMING POOL & BODIES OF WATER:** If the Property contains a swimming pool, which for the purposes of this section includes any lake, pond, spa, hot tub, or other water feature, the Resident further acknowledges that, while the Pool is enclosed from the general public, there may be no wall, fence or other barrier between the Pool and the residence on the Property and there may be no motorized safety cover on the Pool which requires the operation of a key switch. Resident assumes all risk relating to the Pool and access thereto and hereby waives any and all claims, now existing or hereafter arising, against Landlord or its agents of any nature whatsoever regarding or relating in any way to the Pool and access thereto. In addition, Resident hereby indemnifies and holds Landlord and its agents harmless from any claims, now existing or hereafter arising, of any nature whatsoever regarding or relating in any way to the Pool and access thereto that might ever exist in favor of Resident or any of Resident's employees or invitees. Residents understand that the Pool is strictly an amenity and that the use of this amenity is not guaranteed under the terms of this Lease. Any interruption or non-availability of the use of the Pool will not violate any terms of this Lease.

To the fullest extent permitted by law, Resident agrees to hold Landlord and On Q harmless from any and all claims for damage or injury relating to pool safety or use by Residents or their guests. If the Property does contain a pool with pool service, the Resident is still responsible for general upkeep and cleaning in-between when service is rendered by Pool Company, this includes water level, debris removal and sweeping and chemicals if necessary. If Resident is fully responsible for complete pool

service at the Property and fails to properly maintain the pool, the Landlord shall have the right, but is not required to, hire a pool company at the Residents expense and Residents shall be billed accordingly for proper upkeep of the pool and agree to pay monthly. Residents agree to notify On Q in writing and via telephone of any defective safety equipment regarding the pool including pool fences, safety latches etc. Residents agree to keep the pool timer scheduled to run on a daily basis for at least 8 hours in the summer and 4 hours in the winter.

Residents agree to investigate all applicable laws regarding swimming pool barrier regulations. Which includes all state, county, and municipal laws and agrees to comply with these laws while occupying the Property. Residents expressly relieve and indemnify Landlord and On Q from any and all liability and responsibility for compliance of any and all pool barrier laws and regulations.

**54. AGREEMENT AND ACCEPTANCE:** Resident agrees: (1) to live within the spirit and letter of this entire Agreement including the Rental Application, the Apartment/House inventory, and Animal Agreement (if applicable), all of which are attached; (2) that each obligation of this Agreement is material and a violation of any obligation by Resident entitles Landlord to terminate this Agreement and/or exercise any other legal rights it may possess; (3) that the Resident designated below as "Resident" shall deliver the total rent due each month to On Q, occupy the assigned parking space (if applicable) and receive any security refund (if applicable); and (4) upon written notice from On Q, this Agreement will be terminated if false and/or misleading information provided by the Resident is contained in the Lease Application. (5) To Opt-in to communication and approval authorization via phone call, text message, and e-mail during the duration of the lease.

**55. ATTACHMENTS:** Incorporated into this Lease are the following addenda or other information checked below:

HOA CC&R's	Available Online
Mold Disclosure	Attached
Crime Free Lease Addendum	Attached
Bed Bug Addendum	Attached
Assessment and Work Order Addendum	Attached
Renters Insurance Addendum	If Applicable
Resident Benefits Package Addendum	If Applicable
Animal Addendum	If Applicable
Lead Based Paint Addendum	If Applicable
Security Deposit Alternative Addendum	If Applicable

**56. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This Lease contains the entire agreement between Landlord and Resident and may not be changed except by written agreement.
- B. Binding Effect: This Lease is binding upon and insures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Residents are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Residents regarding any term of this Lease, its renewal, or its termination is binding on all Residents executing this Lease.

- D. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this Lease.
- E. Severable Clauses: Should any clause in this Lease be found invalid or unenforceable by a court of law, the remainder of this Lease will not be affected, and all other provisions of this Lease will remain valid and enforceable.
- F. Waiver: Landlord's past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach by Resident or any other term, condition, or covenant in this Lease.

**57. EMERGENCY CONTACT:** Provide the name and contact information of a person authorized by Resident to enter the Property to retrieve and store Resident's personal property upon Resident's death, and to whom Resident authorizes entry for in any other event of an emergency. Resident hereby designates the following person as Resident's emergency contact person ("Emergency Contact"), and authorizes Landlord and On Q to grant entry to said person under any circumstances believed to be an emergency. Resident's estate and Resident hereby agree to be fully responsible for the actions of the Emergency Contact, and to indemnify and hold Landlord and On Q harmless from all claims relating to the entry and removal of personal property by the Emergency Contact or any person therewith.

Full Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

**58. SPECIAL TERMS:**

The terms of this Lease are negotiable among the parties. This is intended to be a legal agreement binding upon final acceptance. Read it carefully. If you do not understand the effect of this Agreement, consult your attorney before signing.

**RESIDENTS SIGNATURE**

Print Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**ON Q SIGNATURE**

Print Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE AND DISCLOSURE REGARDING MOLD ADDENDUM**

There has been some recent publicity regarding the existence of certain types of toxic and non-toxic mold and similar organisms in homes, apartments and commercial buildings. Current information indicates that some types of mold may cause severe health problems for certain individuals.

Landlords and/or On Q are not trained to identify mold or similar conditions. Mold is not detectable by a Landlord and/or On Q – sometimes not even by a professional home inspector or pest control inspector. It is even possible that a Property could have a serious but hidden mold problem unknown to the Landlord. The only way to provide any reasonable assurance that a Property does not have mold or other health hazard problems is to retain the services of an environmental expert who will conduct specific tests. Normally, these tests will consist of an interior and exterior examination for airborne spores, and a carpet test, though other procedures may be necessary. Any visible mold should be professionally evaluated.

Since most varieties of mold thrive on moisture, it is extremely important that you report all water leaks to the landlord or On Q in a timely manner. It is also your obligation to report any signs of mold or unusual odors in the Property. If the presence of mold is a material matter, you must conduct any and all inspections, assessments, or tests prior to signing a lease.

**PREVENTING MOLD:**

- Keep your dwelling clean - particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines - especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off the shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and this rental agreement to repair or remedy the situation, as necessary.

**AVOID MOLD GROWTH:**

- It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth.
- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level.
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged A/C condensation lines.
- Leaks from plumbing lines or fixtures, leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks.
- Washing machine hose leaks, plant watering overflows, animal urine, cooking spills, beverage spills and steam from excessive open-pot cooking.
- Leaks from clothes dryer discharge vents (which can put excessive moisture into the air).
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

Residents Initials: \_\_\_\_\_

**CRIME FREE LEASE ADDENDUM**

This Addendum is incorporated into the Lease Agreement between the Residents, Landlord and On Q Property Management. Residents hereby acknowledge that they have read and understand all items in this Addendum.

1. Resident, any member of the Residents household or a guest or other person under the Residents control shall not engage in criminal activity including drug-related criminal activity on or near the said Property. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act {21 U.S.C. 02}). Residents understand and agree that marijuana, whether recreational or medicinal, is a controlled substance and its use, possession or manufacturing constitutes a violation of federal law and constitutes an immediate and irreparable breach of this Lease.
2. Residents, any member of the Residents household, or a guest of another person under the Residents control shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity on or near the said Property.
3. Residents or members of the household will not permit the unit 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. Resident, any member of the Residents household or guest, or another person under the Residents control shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance at any locations whether on or near the Property or otherwise.
5. Resident, any member of the Residents household, or a guest or another person under the Residents control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the Property or any breach of the rental agreement that otherwise jeopardizes the health, safety and welfare of the landlord, On Q or other Resident or involving imminent or actual serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material and irreparable noncompliance. It is understood that a single violation shall be good cause for immediate termination of the rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this Addendum and any other provision of the Rental Agreement, the provisions of the Addendum shall govern.
8. Resident hereby authorizes Landlord and On Q Property Management to use all police generated reports as direct evidence in all eviction hearings and trials for violation of this Addendum.

Residents Initials: \_\_\_\_\_

**BED BUG ADDENDUM**

1. **PURPOSE:** This Addendum modifies the Lease to address any infestation of bugs (*Cimex lectularius*) that might be found in the Property or on Residents or Resident's occupants' personal property. Landlord will rely on representations that the Resident makes in this Addendum.
2. **INSPECTION AND INFESTATION:** Landlord is not aware of any current evidence of bed bugs or bed-bug infestation in the Property.
  - a. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:
  - b. RESIDENT HAS INSPECTED THE PROPERTY BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND RESIDENT DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR
  - c. RESIDENT WILL INSPECT THE PROPERTY WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY LANDLORD OF ANY BED BUGS OR BED-BUG INFESTATION.
3. **RESIDENT'S REPRESENTATIONS:** Resident represents and agrees that Resident has read the information about bed bugs provided by Landlord and that Resident is not aware of any infestation or presence of bed bugs in Resident's current or previous dwellings, furniture, clothing, personal property and possessions and that Resident has fully disclosed to Landlord any previous bed-bug infestation or issue that Resident has experienced. If Resident discloses a previous experience of bed-bug infestation, Landlord can review documentation of the treatment and inspect Resident's personal property and possessions to confirm the absence of bed bugs.
4. **ACCESS FOR INSPECTION:** Residents must allow Landlord and Landlord's pest-control agents access to the Property at reasonable times to inspect for or treat bed bugs. Resident and Resident's occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. Landlord has the right to select any licensed pest-control professional to treat the Property and the building. Landlord can select the method of treating the Property, building, and common areas for bed bugs. Landlord can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as Landlord treats the Property, Resident must, at Resident's expense, have Resident's personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that Landlord approves. If Resident fails to do so, Resident will be in default and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease. Resident agrees not to treat the Property for a bed-bug infestation on Resident's own.
5. **NOTIFICATION:** Resident must promptly notify Landlord:
  - a. of any known or suspected bed bug infestation or presence in the Property, or in any of Resident's clothing, furniture, or personal property;
  - b. of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that Resident believes are caused by bed bugs, or by any condition or pest Resident believes is in the Property
  - c. if Resident discovers any condition or evidence that might indicate the presence or infestation of bed bugs, or if Resident receives any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.
6. **COOPERATION:** If Landlord confirms the presence or infestation of bed bugs, Resident must cooperate and coordinate with Landlord and Landlord's pest-control agents to treat and eliminate them. Residents must follow all directions from Landlord or Landlord's agents to clean and treat the Property and building that are infested. Residents must remove or destroy personal property that cannot be treated or cleaned before Landlord treats the Property. Any items Resident removes from the Property must be disposed of

off-site and not in the Property's trash receptacles. If Landlord confirms the presence or infestation of bed bugs in the Property, Landlord has the right to require Resident to temporarily vacate the Property and remove all furniture, clothing, and personal belongings so Landlord can perform pest-control services. If Resident does not cooperate with Landlord, Resident will be in default and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease.

7. **RESPONSIBILITIES:** Residents may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by the Landlord to treat the Property for bed bugs. If Landlord confirms the presence or infestation of bed bugs after Resident moves out, Resident may be responsible for the cost of cleaning and pest control. If Landlord has to move other residents in order to treat adjoining or neighboring dwellings to the Property, Resident may have to pay any lost rental income and other expenses Landlord incurs to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If Resident does not pay Landlord for any costs Resident is liable for, Resident will be in default and Landlord will have the right to terminate Resident's right of occupancy and exercise all rights and remedies under the Lease, and Landlord may take immediate possession of the Property. If Resident does not move out after Resident's right of occupancy has been terminated, Resident will be liable for holdover rent under the Lease.
8. **TRANSFERS:** If Landlord allows Resident to transfer to another dwelling in the community because of the presence of bed bugs, Resident must have Resident's personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. Residents must provide proof of such cleaning and treatment to the Landlord's satisfaction.

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

Residents Initials: \_\_\_\_\_

**ASSESSMENT AND WORK ORDER ADDENDUM**

Residents acknowledge that they have received the Move-in assessment form. Residents shall hereby have 5 days after taking possession of the Property to deliver completed checklist with photos documenting any defects to On Q. Failure to provide On Q with completed checklist and photos within the 5 days shall constitute Resident's acknowledgement that there are no defects and has accepted the Property and appliances in good and acceptable condition. The move-in form is not a request for repairs, but rather merely a means of documenting conditions in the Property. If a written agreement to perform specific repairs on the Property is not received by On Q, it is understood by both parties that Resident is accepting the Property in its AS-IS condition. Resident is hereby given written notice that he/she is invited to be present at the move-out assessment. Residents may obtain a copy of the Tenant's Rights Pamphlet by going to [www.texasattorneygeneral.gov](http://www.texasattorneygeneral.gov) or call (800) 204-2222, ext. 1800.

Move-In/Move Out Assessments will not create a Work Order – Should you have any repair requests found at Move-In, please contact your Property Manager.

**FOR ALL NON-EMERGENCY REPAIR REQUESTS:** Go to [www.onqpm.com](http://www.onqpm.com), then click 'Resident Services' button, then click 'Submit a Request' under the Maintenance Request section.

**FOR ALL EMERGENCY REPAIR REQUESTS DURING NORMAL HOURS (9AM - 5PM business hours):** Call (469) 946-6900 and ask to speak with your Property Manager. You must still submit an online request by going to [onqpm.com](http://onqpm.com), then click the 'Resident Services' button, then click 'Submit a Request' under the Maintenance Request section.

**FOR ALL EMERGENCY REPAIR REQUESTS AFTER HOURS (fire, flood, death, etc.):** Call (469) 946-6900 and follow the prompts. If there is no answer, leave a detailed message and someone will get back to you as soon as possible. You must still submit an online request by going to [onqpm.com](http://onqpm.com), then click the 'Resident Services' button, then click 'Submit a Request' under the Maintenance Request section.

Residents Initials: \_\_\_\_\_