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01. PARTIES

This Residential Lease Agreement is made and entered into on the date _____, by and between _____, herein known as "Landlord" (by its agent On Q Texas LLC dba On Q Property Management) and _____, herein known as "Resident". Each individual named as a Resident under this Agreement acknowledges and agrees that they are jointly and severally liable for all obligations, payments, conditions, and liabilities under this tenancy whether arising under law or this Agreement. Any reference to "Resident" or "Landlord" includes their respective heirs, agents, successors, and assigns.

02. PREMISES

The Landlord hereby leases to the Resident(s), and the Resident(s) hereby rents from the Landlord, the premises located at: _____ (the "Premises"), for use solely and exclusively as a private personal residence by the individuals named as Residents in this Lease Agreement.

03. AGENT

Residents understand and acknowledge that On Q Texas LLC dba On Q Property Management ("On Q") acts solely in the capacity of an authorized agent representing the Landlord. On Q is responsible for the leasing, management, and administration of the Premises on behalf of the Landlord. The management may be changed at any time, upon service of notice as provided by law.

All notices, payments, service requests, or communications required under this Agreement shall be directed to On Q at its principal office address, unless otherwise instructed in writing. Delivery of such communications to On Q shall constitute legal notice to the Landlord.

This Agreement shall remain in full force and effect in the event of a change in ownership of the Premises or a transfer of management authority to another duly authorized agent of the Landlord. Any successor owner or agent shall automatically assume all rights and responsibilities of the Landlord under this Agreement, and all Residents shall remain bound by its terms without the necessity of executing a new lease.

04. OCCUPANCY

Occupancy of the Premises is strictly limited to the individual(s) named in this Lease Agreement ("Residents") and any approved Occupants specifically identified herein. No other person may reside, sleep, or maintain personal belongings at the Premises without the prior written authorization of On Q Property Management.

All occupants eighteen (18) years of age or older must complete an application, undergo On Q's standard screening and approval process, and be formally added to the Lease prior to occupying the Premises.

Failure to obtain written authorization for any additional occupant constitutes a material breach of this Lease under Texas Property Code Chapter 24 and may result in termination of the lease as provided by the law, if not timely cured.

Guest Stays: Guests are allowed provided their presence complies with this Lease and all community rules. A guest is defined as any person who is not listed as a Resident or approved Occupant. Guests may not stay for more than seven (7) consecutive days or fourteen (14) total days within any twelve (12) month period without On Q's prior written consent. Guests using community or recreational facilities must be accompanied by a Resident at all times. Residents are fully responsible for the conduct,

damages, and rule violations of all guests, occupants, or invitees. Excessive or unauthorized guest stays are deemed unauthorized occupancy and a material breach of this Lease. An unauthorized Occupant Fee of _____ will be charged per occurrence. Payment of this fee does not permit the occupant to remain.

Subleasing: Residents are strictly prohibited from assigning, transferring, or subletting this Lease Agreement, or from listing, advertising, or allowing the Premises or any portion thereof to be used for short term or vacation rentals, including through Airbnb, VRBO, or similar platforms. Any such use is a material violation of this Lease and may result in termination as provided by law.

Third Party Payments: Payments made by any third party may be accepted at On Q's sole discretion; however, such acceptance does not create tenancy, occupancy rights, or consent for that third party. On Q reserves the right to reject or return any third party payment that conflicts with this Agreement.

Administrative Updates: To request the addition or removal of any occupant, Residents must contact their assigned Property Manager in advance of occupancy and submit all required documentation for approval. Any additional occupant age eighteen (18) or older must complete On Q's full rental application process, including background and credit screening, pay all applicable application fees, and receive written approval prior to residing in the Premises.

Occupant Change Fee (non-refundable): Resident agrees to pay _____ per approved lease change (adding/removing an adult or converting a guest to an approved occupant). Fee covers document prep and record updates. Approval remains at Manager's discretion and all other charges still apply.

Resident Information:

Additional Occupancy:

05. TERM, RENEWAL, AND NOTICE REQUIREMENTS

This Lease Agreement shall commence on _____ at 12:01 A.M. and shall terminate on _____ at 11:59 P.M., unless earlier terminated in accordance with this Agreement or applicable Texas law.

Upon expiration of the initial Lease term, if neither party executes a written renewal nor provides proper written notice of termination, the Lease shall automatically continue on a month-to-month tenancy under the same general terms and conditions. During any month-to-month period, the monthly Rent shall automatically increase by _____ above the most recent contracted Rent amount. This increase takes effect immediately at the commencement of the first month-to-month period and this Lease serves as lawful notice of rent adjustment. Unless otherwise agreed in writing, all other terms and conditions of this Lease remain in full force during any month-to-month tenancy. Acceptance of rent during a month-to-month period shall not constitute a waiver of the Landlord's right to require renewal or termination.

Lease Renewal: If the Landlord and Resident mutually agree to renew this Lease Agreement upon its expiration, the Resident shall pay a Lease Renewal Fee of _____ to On Q Property Management. This fee is a non-refundable administrative charge covering the cost of preparing renewal documentation, updating records, and coordinating the extension.

Notice to Terminate: Either party may terminate the tenancy at the end of the Lease term or during any subsequent month-to-month period by delivering a written Notice to Vacate that is legally received thirty (30) calendar days prior to the next periodic rental due date.

Approved Delivery Methods: All official notices required or permitted under this Lease Agreement shall be served upon the Landlord by delivery to On Q Property Management, the authorized agent for the Landlord, at the following address:

On Q Property Management

Residents may deliver their written Notice to Vacate to On Q using any of the following approved methods:

- Through the On Q Resident Portal or online at www.OnQHelp.com;
- By certified mail to the address listed above;
- By hand delivery to any authorized On Q office; or
- By email, provided that On Q issues written confirmation of receipt.

Notice Timing: If a Notice to Vacate is received after the first (1st) day of the month, the Lease shall not terminate until the last day of the following month. Residents remain responsible for payment of Rent and all applicable charges through the end of the required notice period, regardless of early surrender of possession. For month-to-month tenancies only, if notice is received after the first (1st) day of a rental month, the tenancy shall terminate on the last day of the following month. This provision does not affect termination upon the natural expiration of a fixed term Lease when proper thirty (30) days written notice is given.

Service and Acknowledgment of Notices: Service of any notice to the Resident may be made by hand delivery or certified mail to the Premises address. Certified mail shall be deemed received upon actual delivery or five (5) calendar days after mailing, whichever occurs first. Each Resident hereby appoints all other Residents named in this Lease as their authorized agent for receiving and acknowledging notices, directions, and agreements under this Lease. Any notice or direction served upon one Resident shall be deemed legally served upon all Residents jointly and severally unless a Tenant provides a different written address for notices.

Holdover Tenancy: If the Resident fails to vacate the Premises after lawful termination of this Agreement, such occupancy shall constitute a holdover tenancy. Upon proof that it is willful and not in good faith, the Landlord shall be entitled to recover an amount equal to two (2) months' periodic Rent or twice the actual damages sustained, whichever is greater, together with any reasonable attorney's fees, court costs, and expenses incurred in recovering possession, as provided under Texas Property Code Chapter 24 and other applicable law.

06. RENT, FEES, AND COLLECTIONS

Residents shall pay monthly rent ("Rent") as stated in this Lease. Rent is due in advance on the first (1st) day of each month, without demand, notice, or deduction, and is considered delinquent after 11:59 P.M. on the _____ calendar day of the month.

Rent shall be paid to On Q Property Management, or securely online through the On Q Resident Portal at www.OnQpm.com

Accepted payment methods include personal check, cashier's check, certified check, money order, or direct deposit made payable to On Q Property Management. Third party checks may be accepted or rejected at On Q's sole discretion; On Q reserves the right to reject or return any third party payment that conflicts with this Agreement. Cash is not accepted under any circumstances.

If any municipal fee, rental tax, or transaction privilege tax is enacted or increased during the tenancy, the Resident shall be responsible for paying the increase following thirty (30) days written notice.

Rent payments deposited into any On Q drop box are made at the Resident's sole risk and are not deemed received until the funds are physically collected, verified, and posted to the Resident's account by On Q. For purposes of determining timely payment and the assessment of late fees, payments delivered after 10 PM local time or on a non-business day (weekends or federal holidays) shall be deemed received on the next business day. Payments delivered after business hours are considered received on the next business day, regardless of the date or time the Resident placed them in the drop box. Lost, stolen, delayed, or misplaced payments must be immediately replaced by the Resident, and such issues do not extend, pause, or excuse late-fee assessments or payment deadlines.

Residents are solely responsible for maintaining and updating any automatic or recurring online payments to reflect rent adjustments, and for deactivating such payments at move-out.

Late Fees: If Rent is not received by the end of the _____ calendar day of the month, the Resident shall pay a Late Fee of _____, which is deemed additional Rent. Beginning on the _____ day, an additional Daily Late Fee of _____ will accrue for each day that any portion of Rent remains unpaid, until the balance is paid in full. Under no circumstances shall total late fees in one month exceed \$250.

If Rent remains unpaid by the _____ day of the month, On Q will issue a _____ Day Notice of Non-Payment of Rent pursuant to Texas Property Code §24.005. Issuance and delivery of this legal notice will incur a Document Preparation and Certified Mailing Fee of _____ and it is immediately due. After the _____ day of the month, only certified funds or money orders will be accepted for payment of Rent and related charges.

Other Fees:

- A non-refundable _____ convenience fee will be charged for each rent payment submitted electronically via the Resident Portal (ACH or online payment), while payments made by check or certified funds are not subject to this fee.
- If any payment is returned for insufficient funds (NSF), stopped payment, or any other cause, the Resident shall pay a Returned Payment Fee of _____, and after written notice, On Q may

require that all future payments be made by certified funds only.

- Document Preparation Fee of _____ for each legal notice, eviction filing, or compliance letter issued, as a result of any action or inaction by Resident.
- Legal fees and court costs incurred due to the Resident's default, forcible detainer, judgment, or writ of execution shall be reimbursed to the prevailing party at actual cost.

Note: All fees are deemed Additional Rent and are enforceable in the same manner as Rent and due on the next scheduled rent payment date. All administrative and processing fees are intended to reimburse actual costs incurred by On Q in responding to violations or service requests, not to penalize the Resident. On Q retains the sole discretion in the order in which to apply any payment received toward outstanding balances, including Rent, fees, legal costs, or other charges. On Q reserves the right to adjust standard fees with thirty (30) calendar days' written notice as permitted by Texas law.

On Q is not required to accept partial payments of Rent or other charges. Failure to pay Rent or any other monetary obligation when due constitutes a material breach of this Lease and may result in termination and legal action.

07. CREDIT AND COLLECTIONS

Collections and Enforcement: All financial obligations under this Lease, including Rent, late fees, utilities, maintenance costs, damages, and other charges are legally enforceable debts owed to the Landlord and On Q. In the event legal action is required to enforce any provision of this Agreement or other provisions at law, reasonable attorney's fees and costs are to be awarded to the prevailing party in addition to actual damages sustained and all amounts recoverable by law.. In the event of collection, if an account remains unpaid for more than one hundred and twenty (120) calendar days, the defaulting party agrees to pay the actual collection cost not to exceed 40% of balance due, for the cost incurred in placing the account with a licensed collection agency. The Resident expressly authorizes On Q and the Landlord to share account and contact information with licensed collection agencies or legal representatives as necessary to pursue lawful recovery. Nothing in this section limits the Landlord's or On Q's right to pursue any other remedies available under Texas law, including garnishment, judgment, or eviction proceedings.

Credit Reporting Authorization: Resident acknowledges and agrees that On Q and the Landlord may report payment performance, defaults, and account activity to one or more credit bureaus or consumer reporting agencies, in accordance with the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.). Payment history including timely payments, late payments, returned payments, and unpaid balances may be furnished to credit reporting agencies and may affect the Resident's credit standing. Residents may request a copy of any information reported and must notify On Q in writing within thirty (30) calendar days of any dispute regarding accuracy. On Q will investigate and correct or update the record as required by law. Execution of this Lease constitutes authorization to report payment activity to credit bureaus, collection agencies, and other authorized parties for lawful credit and collection purposes.

08. COMMUNICATION, ELECTRONIC NOTICES, AND E-SIGNATURE CONSENT

Authorized Communication Channels: All lease, maintenance, and property related communications must be directed exclusively to On Q Property Management, not to the Landlord.

All official communication must occur through one of the following approved methods:

- Main Office:
- Maintenance Requests: help.onqpm.com
- Phone number:
- Email address: propertymanager@onqpm.com or email listed in official correspondence

Residents shall not contact the Landlord directly by phone, email, text, social media, or any other means. All official lease communication must occur through On Q; however, this does not limit Resident's legal right to contact the Landlord directly if required by law.

Failure to follow these protocols may result in administrative action or, if persistent, a lease violation. This policy ensures consistent documentation, accountability, and timely response to resident inquiries.

Electronic Communication and Delivery Consent: By executing this Lease, the Resident provides express written consent to receive communications, notices, and documents from On Q and/or the Landlord through electronic means, including phone calls, voicemail, text (SMS), email, or secure online platforms. For purposes of all notices required or permitted under this Lease, any email sent from an official On Q Property Management email address using the "@onqpm.com" domain shall constitute valid written notice in accordance with the Texas Uniform Electronic Transactions Act (Texas Business & Commerce Code Chapter 322). Such electronic communications are deemed delivered when transmitted to the Resident's most recent email address on file with On Q, regardless of whether the Resident actually opens, reads, or responds to the message. Residents agree:

- Emails sent from "@onqpm.com" satisfy all requirements of written notice, including but not limited to notices of non-compliance, rent demands, required disclosures, updates, renewals, inspection notices, and any other legally permitted communication.
- It is the Resident's responsibility to maintain an active email address, update On Q of any changes, and regularly monitor email communications, including spam or junk folders.
- Delivery of notice is considered legally effective upon timestamped transmission by the On Q system or email server, not upon receipt, viewing, or confirmation by the Resident.
- Notices delivered by email have the same legal effect as notices delivered by certified mail, hand delivery, or any other method permitted by Texas law.
- The Resident expressly consents to electronic notice as a condition of tenancy and acknowledges that opting out may limit On Q's ability to provide timely updates, legal notices, and required communication.
- Residents acknowledge that messages may be sent using automated systems and agree to receive such communications without requiring further written consent. These communications are an integral part of On Q's operations and are a condition of tenancy.

This clause is intended to establish clear and enforceable standards for electronic notice and communication. This consent applies to communications during and after the tenancy for any lawful purpose, including but not limited to:

- Rent payment reminders, maintenance scheduling, and property updates;
- Lease renewals, policy changes, and required legal notices;
- Collections, accounting, or post tenancy correspondence; and
- Delivery of official documents, disclosures, and authorizations permitted by Texas law.

Electronic Documents and Signatures: Pursuant to the Electronic Signatures in Global and National Commerce Act (15 U.S.C. §7001 et seq.) and the Texas Uniform Electronic Transactions Act (Texas Business & Commerce Code Chapter 322), Residents consent to the use of electronic records and signatures for all Lease related documents, including agreements, renewals, addenda, invoices, statements, and legal notices. Electronic signatures executed through secure means (such as DocuSign, Sign On, or the On Q Resident Portal) shall have the same legal effect as handwritten signatures, and electronic delivery shall be deemed legally received on the date transmitted to the most recent email address or account provided by the Resident. Residents are responsible for maintaining an active email address, updating contact information, and regularly monitoring messages. Failure to do so does not invalidate the delivery of an electronic notice or document.

Revocation of Consent: Residents may revoke consent to electronic communication or signatures by

providing written notice to On Q's corporate office. However, withdrawal of consent will not affect documents or communications already delivered or executed and may limit On Q's ability to provide timely service, notices, or updates. This consent remains effective throughout the tenancy and after termination for purposes of account reconciliation, collections, and compliance with legal or recordkeeping requirements.

09. UTILITY RESPONSIBILITY

Utility Concierge Service: As a courtesy, On Q may offer a Utility Concierge Service to assist Residents in locating utility providers and establishing accounts in their name. This service is optional and provided solely for the Resident's convenience. Residents are under no obligation to use this service. On Q and the Landlord make no warranties or representations regarding the accuracy, quality, or availability of any third-party provider or service facilitated through the Utility Concierge, and expressly disclaim any liability for errors, omissions, delays, or damages arising from or related to its use.

Residents are solely responsible for establishing and maintaining all required utility services for the Premises, including electricity, gas, water, sewer, trash collection, internet, and any optional telecommunications services. On Q may identify utility providers as a courtesy; however, service areas, provider coverage, and account procedures may change. On Q and the Landlord do not guarantee the accuracy of this information or warrant the services, warrant the quality of services for any specific quality or intended purpose. If such things are material to Resident, Resident shall satisfy themselves with the quality of such services before entering into this Lease. It is the Resident's sole responsibility to confirm the correct utility providers, contact them directly, establish service in their name, and ensure service is activated no later than the Lease Start Date, even if a provider is not listed in this Lease.

At least three (3) calendar days prior to the lease start date, the Resident must provide On Q with confirmation of account activation and the account numbers for all required utilities. Utility services must remain active in the Resident's name throughout the tenancy and for at least three (3) business days after vacating to allow for final readings, assessment, and inspection. After this required post-move-out period, the Resident is responsible for promptly terminating all utility accounts in their name. Failure to maintain continuous utility service or properly close accounts may result in administrative fees and reimbursement for any costs incurred by the Landlord or On Q.

Failure to establish, maintain, or timely pay for utilities is a material violation of this Lease. In such cases, a Utility Administrative Fee will be charged per occurrence to reimburse administrative cost of restoring or verifying utilities, in addition to reimbursement of any costs, penalties, or reconnection fees billed to the Landlord or On Q.

Residents acknowledge that the Landlord makes no representations regarding energy efficiency, utility costs, or water usage for the Premises.

Utility Billing, RUBS, and Submetering: If the Premises is billed using a ratio utility billing system (RUBS) or a submetering system, the Resident agrees to pay their allocated share of utilities including water, sewer, trash, gas, and other applicable services based on the billing method used by the Landlord or utility provider calculated by square footage. RUBS allocations may be based on factors such as occupancy, number of bedrooms, square footage, or another reasonable and consistently applied formula. Submetered utilities will be billed according to actual recorded consumption. An administrative fee may be charged to cover billing, processing, and compliance costs and will be disclosed in the monthly statement. For existing tenancies, the Landlord may adopt or modify a RUBS or submetering program with no less than ninety (90) days' written notice. All charges under this section are due as additional Rent and must be paid in the same manner and timeframe as Rent. The Resident acknowledges that utility providers, billing vendors, and allocation methods may change during the tenancy and agrees to comply with any lawfully implemented billing system following proper notice.

Unless otherwise agreed in writing or detailed in the section below, no utilities, including internet, cable, or telecommunications, are provided, paid, or subsidized by the Landlord or On Q. Residents are responsible for all deposits, connection fees, equipment costs, and service charges required by their chosen providers.

Included Utilities:

10. GENERAL AND ROUTINE MAINTENANCE

General Maintenance Responsibility: Unless otherwise stated in this Lease Agreement, the Resident shall, at their own expense, maintain the Premises including all interior areas, exterior grounds, patios, courtyards, and yards in a clean, sanitary, and safe condition at all times, in accordance with health, safety, and community standards.

Responsibility Allocation: Unless otherwise specified in writing, the following routine services shall be the responsibility of the party indicated (failure to mark otherwise shall mean Resident responsibility):

Pool Maintenance:

Yard / Landscape Maintenance:

Pest Control:

Residents agree to Routine Maintenance Duties including but not limited to:

- Keep all areas of the Premises clean, sanitary, and free of trash or debris.
- Maintain landscaping (watering, mowing, trimming, and replacing dead plants).
- Take reasonable steps to water manually if an irrigation system fails.
- Perform basic care of water softeners or reverse osmosis systems.
- Replace HVAC filters every thirty (30) calendar days and ensure windows and doors remain unobstructed.
- Obtain professional help if unfamiliar with proper maintenance.
- If the Premises includes a salt-based water softener or reverse osmosis (RO) system, the Resident is responsible for purchasing and adding the appropriate salt or filter media at the manufacturer's recommended intervals. Failure to maintain proper salt levels or service the system as required may result in performance issues or damage to plumbing, appliances, or fixtures, for which the Resident shall be financially responsible.
- **Smoke Detectors:** Residents shall test smoke detectors monthly, replace batteries as needed, and ensure all fixtures are functional at move-out.
- **Light Bulb Responsibility:** Residents are responsible only for replacing standard, accessible light bulbs (e.g., screw in or plug in types). Residents are not responsible for replacing integrated LED, recessed, sealed, or specialty fixtures requiring tools or electrical disassembly.

Interior and Exterior Modifications: Residents may not make any interior or exterior alterations to the Premises without prior written approval from Landlord, which may be denied in Landlord's sole discretion. This includes, but is not limited to: painting, installing fixtures, altering plumbing or electrical components, mounting hardware that damages surfaces, or modifying landscaping, patios, walls, or fencing. Exterior installations such as satellite dishes, antennas, cameras, lighting, or cables also require On Q's written consent and must comply with applicable laws, HOA rules, and FCC regulations. Residents are responsible for restoring any approved modifications to their original condition at move-out. On Q reserves the right to require removal of any installation deemed unsafe, non-compliant, or unsightly at the Resident's expense.

Resident Repair-and-Deduct Rights: Nothing in this Lease shall be interpreted to waive or restrict the Resident's statutory right under Texas Property Code §92.056. Resident shall not arrange for repairs and deduct the cost from rent except as expressly permitted by Texas Property Code §92.0561 and only after complying with all statutory prerequisites. Any unauthorized repair-and-deduct is a breach of this Lease and may result in charges and/or enforcement. Any improper, undocumented, premature, excessive, or non-qualifying "repair and deduct" action is considered an unauthorized repair, and the Resident will be fully liable for all resulting costs, damages, or violations of this Lease.

Maintenance Requests:

- **For all non-emergency repair requests:**

Submit an online request by visiting www.OnQPM.com, selecting the "Resident Services" tab, and clicking "Submit a Request" under the Maintenance Request section.

- **For emergency repair requests during normal business hours (9:00 AM – 5:00 PM):**

Call _____ and ask to speak with your Property Manager. You must also submit an online request through the On Q Resident Portal as described above.

- **For after-hours emergencies (e.g., fire, flood, death, or other life threatening events):**

Call _____ and follow the prompts for emergency assistance. If no one answers immediately, leave a detailed message, and an On Q representative will return your call as soon as possible. You must still submit an online maintenance request once the situation is stabilized.

Residents must promptly report any condition needing repair or posing a safety or property risk. Failure to comply constitutes a material non-compliance breach and may result in enforcement or termination. Further, Resident shall be liable for any damages resulting or increasing as a result of the failure to timely notify the Landlord.

Repairs, Fees, and Appointments: Residents are liable for repairs caused by negligence, misuse, or failure to report issues in a timely manner. Missed or denied vendor appointments incur a fee of _____ or the vendor's charge, whichever is greater. Such costs will be charged to the Resident as additional Rent.

11. APPLIANCES AND EQUIPMENT

If the Premises includes a refrigerator, washer, dryer, microwave, dishwasher, or other non-essential appliance, it is provided as a convenience only and is not guaranteed to be repaired or replaced if it becomes inoperable during the tenancy. If a non-essential appliance fails, the Landlord may, at their sole discretion repair the appliance, replace it or remove it entirely from the Premises. If removed, the Landlord will cover the cost of removal only, and such removal shall not constitute a reduction in services or rent.

Essential Systems: The Landlord remains responsible for maintaining and repairing the following essential appliances and systems if provided with the Premises, including but not limited to Ovens / Ranges, Water heaters, Mechanical pool and spa equipment, Heating and cooling (HVAC) systems, Major plumbing systems and fixtures.

Resident Responsibility and Limitations: Residents are responsible for the proper use and routine care of all appliances. Damage or malfunction caused by misuse, neglect, or failure to report issues promptly will be repaired at the Resident's expense. The Landlord is not liable for damage to clothing, fabrics, or personal property from washer or dryer use; Food spoilage from refrigerator or freezer malfunction; or Excess utility charges resulting from faulty appliances, unless caused by the Landlord's gross negligence.

Residents acknowledge that replacement appliances may vary in appearance, make, or model from those shown in marketing photos.

Appliances Included:

12. CRIME FREE

Resident, any member of the household, guest, or any person under the Resident's control shall not engage in, facilitate, or permit any criminal activity on or near the Premises, including but not limited to:

- Drug-related criminal activity, including the manufacture, sale, distribution, use, or possession of controlled substances.
- The use, possession, cultivation, or distribution of marijuana, whether for recreational or medical purposes, as it remains prohibited under federal law.
- Any other illegal conduct, including but not limited to, prostitution, criminal street gang activity, threatening or intimidating, assault or battery, or unlawful discharge of firearms.

Residents shall not allow the Premises to be used for or to facilitate any form of criminal activity, whether by a household member, guest, or other individual under their control.

Violation and Enforcement: Any violation shall constitute a material and irreparable breach of the Lease Agreement and shall be good cause for immediate termination of tenancy under Texas Property Code Chapter 24. A single violation is sufficient to terminate the tenancy; a criminal conviction is not required. Proof of violation may be established by a preponderance of the evidence, including but not limited to police reports, witness statements, or other credible documentation. In any eviction or enforcement proceeding, Resident authorizes the Landlord and On Q Property Management to use police generated reports or other law enforcement evidence as admissible documentation of violation.

13. CONDUCT AND COMMUNITY STANDARDS

General Conduct and Neighbor Relations: Residents shall use the Premises solely for lawful residential purposes and in compliance with all applicable laws, HOA covenants, and community rules. All Residents, Occupants and Guests must conduct themselves in a manner that promotes the safety, comfort, and peaceful enjoyment of all residents and neighbors. Residents must avoid excessive noise, disturbances, or disorderly conduct. This includes controlling televisions, speakers, instruments, gatherings, and animals. Repeated disturbances, harassment, or illegal activity shall constitute a material and irreparable non-compliance and may result in termination of tenancy. Residents are entitled to quiet enjoyment of their home and must extend the same courtesy to others. Conduct that interferes with another resident's privacy, comfort, or safety is strictly prohibited.

Property Care and Community Rules: Residents shall maintain all visible and accessible areas of the Premises including patios, balconies, garages, and yards in a clean, orderly, and safe condition consistent with community standards. Sidewalks, driveways, and hallways must remain clear of clutter, storage, or personal belongings. Only outdoor furniture and décor designed for exterior use may be kept on patios or balconies. Hanging items from railings, walls, or fixtures, and displaying unauthorized signs, flags, banners, or window coverings is prohibited. If shared amenities or common facilities are provided, Residents and Guests must comply with all posted and written rules. On Q may restrict or temporarily close amenities for maintenance, safety, or emergency purposes without rent reduction or credit.

Alterations and Modifications: Residents shall not alter, paint, decorate, install, or modify any portion of the Premises including landscaping, patios, fences, electrical, plumbing, or structural components without prior written approval from Landlord, which may be withheld in Landlord's sole discretion..

Unauthorized alterations may be removed and restored at the Resident's expense. Residents assume full liability for any injury, loss, or property damage resulting from unauthorized or unsafe modifications.

14. PROHIBITED ACTIVITIES AND HAZARDOUS RESTRICTIONS

To protect residents, property, and community safety, the following items and activities are strictly prohibited without written authorization from On Q Property Management:

- Trampolines, bounce houses, play structures, or climbing equipment or any other item that Landlord, in its sole discretion, deems to be an attractive nuisance;
- Above-ground or inflatable pools, slides, or other recreational water features;
- Swings, hammocks, or suspended items attached to trees, patios, or structures;
- Fire pits, portable heaters, or any open flame device not permanently installed and approved;
- Weight sets, playgrounds, or heavy fixtures that may damage patios, lawns, or concrete;
- Operation of any business, subletting, or short term/vacation rentals (e.g., Airbnb, VRBO).

Explosives, Fireworks, and Hazardous Materials: The use, possession, storage, or ignition of any explosive, flammable, or pyrotechnic device is strictly prohibited within the Premises, garage, patio, yard, balcony, or common area. This includes fireworks, firecrackers, sparklers, smoke bombs, flares, ammunition, gunpowder, explosive chemicals, or any device capable of producing flame, spark, noise, or explosion whether or not legal for sale under Texas law. Violations are subject to immediate lease termination.

Firearms and Weapons: Nothing in this Lease is intended to prohibit the lawful possession, transportation, or storage of firearms or firearm ammunition on the Premises as protected by Texas Property Code §92.026. However, the unlawful discharge, display, brandishing, or use of a firearm or weapon, or any conduct that endangers persons or property, is prohibited and constitutes a material breach. Resident agrees to comply with all applicable federal, state, and local laws regarding firearms and weapons, and to store weapons responsibly and out of reach of children.

Smoking and Vaping Prohibited: Smoking or vaping of any kind including cigarettes, cigars, marijuana, e-cigarettes, or similar devices is strictly prohibited indoors, including garages, hallways, and enclosed patios. Smoking is allowed only in designated outdoor areas (if any) and must not allow smoke, odor, or residue to enter the premises or neighboring units.

Smoking Remediation (if violation occurs): In addition to any violation fine, Resident will pay actual remediation costs (e.g., \$100 per room for deodorization/ozone, paint as needed at cost) with itemized invoice provided.

Responsibility and Enforcement: These restrictions are in place to ensure the safety of all occupants and maintain compliance with insurance, HOA, and municipal regulations. Any violation constitutes material non-compliance of this Lease and may result in fines, item removal, damage charges, or lease termination.

These provisions apply to all Residents, Occupants, Guests, and invitees, and each Resident is fully responsible for the conduct and compliance of those individuals. On Q may impose fines, assess damages, or pursue lease termination for any confirmed violation. Each incident is subject to a fine, deemed additional Rent and immediately due upon written notice. Failure to pay any fine constitutes a lease default, and all fines are enforceable in the same manner as Rent. If any damage, odor, or residue is discovered, Residents are responsible for all costs necessary to restore the Premises to its original condition, including odor remediation, repainting, carpet replacement, and air duct cleaning. Residents assume full financial responsibility for any injury, loss, or property damage resulting from violations and agree to indemnify and hold harmless On Q and the Landlord from all related claims, damages, or expenses.

15. SAFETY, SECURITY, AND DUTY TO REPORT

Personal Safety and Security: Each Resident acknowledges and agrees that the safety and security of themselves, their Occupants, Guests, vehicles, and personal belongings are their sole responsibility, except as otherwise required by law. On Q Property Management and the Landlord make no representations or warranties, express or implied, regarding the safety, security, or crime-free nature of the Premises or surrounding community. Residents expressly acknowledge that protection against criminal activity is not within the control or responsibility of On Q or the Landlord, and agree to rely solely on local law enforcement authorities for personal safety and protection. Except as required by law, On Q and the Landlord shall not be liable for injury, loss, or damage to persons or property caused by criminal acts, disturbances, theft, vandalism, or other wrongful conduct by third parties. The Landlord's insurance does not cover the Resident's personal property or losses, and reliance on such insurance is expressly disclaimed. If any security devices or systems (including cameras, lighting, gates, alarms, or patrols) are installed or maintained by On Q, these are provided solely as discretionary safety enhancements and not as guarantees. Their presence, malfunction, or absence shall not create or modify any duty of care or liability. Residents are encouraged to take reasonable precautions such as securing doors and windows, locking vehicles, and maintaining personal insurance to protect themselves and their property.

Duty to Report Conditions and Hazards: Residents must immediately report to Landlord any condition, defect, or issue that may affect the safety, structure, systems, or habitability of the Premises. This includes, but is not limited to Water leaks, plumbing or roofing issues; Electrical problems, mold, or mildew; Pest infestations, fire hazards, or health and safety concerns. Prompt reporting allows timely corrective action and prevents further damage or unsafe conditions. Failure to report known or reasonably discoverable issues constitutes a material breach of this Lease and may result in termination. If failure to report causes additional damage or loss to the Premises, personal property, or neighboring units, the Resident shall be liable for all resulting costs, damages, and expenses.

Nothing in this Lease is intended to waive or limit Landlord's statutory duties regarding security devices (Texas Property Code Chapter 92, Subchapter D), smoke alarms (Texas Property Code Chapter 92, Subchapter F), or any other nonwaivable duty imposed by Texas law. Nothing in this Lease prohibits Resident from contacting law enforcement or emergency services when needed.

To the extent permitted by law, the Resident waives any claim against the Landlord or On Q for damages resulting from their own failure to report. In the event of loss or damage due to fire, flooding, or similar occurrences, the Resident must file a claim under their renter's insurance policy for personal property or living expenses.

All maintenance and repair requests must be submitted online at help.onqpm.com under "Maintenance Request." Emergency issues posing an immediate threat to life, health, or safety must also be reported by phone to On Q's 24 hour emergency line, followed by an online submission for recordkeeping.

16. SWIMMING POOL AND BODIES OF WATER

If the Premises include a swimming pool, spa, hot tub, pond, lake, or other body of water (collectively referred to as the "Pool"), the Resident acknowledges and agrees as follows:

Risk Assumption and Liability Waiver: The Resident acknowledges that while the Pool may be enclosed from the general public, there may be no barrier, wall, fence, or motorized safety cover between the Pool and the residence. The Resident and all occupants, family members, guests, and invitees use the Pool and all related facilities entirely at their own risk.

The Resident assumes full responsibility for pool safety and supervision, for themselves, their occupants,

pets and guests.. Resident shall ensure that only proficient swimmers are permitted to use the pool, or that a proficient swimmer is supervising anyone using the pool. To the fullest extent permitted by law, the Resident hereby waives and releases the Landlord and On Q, their employees, contractors, and agents from any and all claims, liabilities, or damages whether now existing or arising in the future relating in any way to the Pool or access thereto.

The Resident further agrees to indemnify, defend, and hold harmless the Landlord and On Q from all losses, injuries, claims, demands, or expenses (including attorney's fees and court costs) arising from the use, maintenance, or presence of the Pool by the Resident, occupants or their guests, to the fullest extent permitted by law.

Amenity Disclaimer: The Resident understands that the Pool is a recreational amenity only and is not a guaranteed service under this Lease. Any temporary interruption, maintenance closure, or unavailability of the Pool shall not constitute a breach of this Lease Agreement or grounds for rent abatement, offset, or termination.

Pool Safety Compliance: Resident agrees to comply with all applicable laws and ordinances relating to pool safety, including the Texas Residential Pool Safety Act (Texas Health & Safety Code Chapter 757) and any applicable municipal ordinances.

The Resident shall inspect all safety devices, including pool fences, self closing gates, and safety latches, and promptly notify On Q in writing and by phone of any defects or safety concerns.

To the fullest extent permitted by law, the Resident expressly relieves and indemnifies the Landlord and On Q from any liability or responsibility for compliance with any and all pool barrier or safety laws. It is the Resident's sole duty to ensure continued compliance with these laws during occupancy.

Pool Maintenance Responsibilities:

- If professional pool service is provided as part of the Lease, the Resident remains responsible for basic upkeep between services, including maintaining proper water level, debris removal, sweeping, and adding chemicals as needed.
- If the Resident is fully responsible for pool care, the Resident must maintain the Pool in a clean, functional, and safe condition at all times, including maintaining proper chemical balance and equipment operation.
- If the Resident fails to maintain the Pool, the Landlord or On Q may, but is not obligated to, hire a professional pool service at the Resident's expense. The cost shall be billed monthly and shall constitute additional Rent due under this Lease.
- Owner shall ensure the Premises complies with local pool-barrier requirements and will promptly repair any safety device after notice. Resident shall keep barriers/self-latching gates closed and operable, supervise all persons near the pool area, immediately report defects (with the pool itself as well with the pool barrier), and refrain from pool use until repaired.

Residents agree to keep the pool pump/timer scheduled to operate at least eight (8) hours daily during summer months and four (4) hours daily during winter months to maintain water quality and circulation.

Failure to comply with any of these provisions constitutes a material non-compliance with this Lease and may result in enforcement action or termination.

17. ACCESS, KEYS, LOCKS AND SECURITY CONTROL

The Landlord and On Q shall have the right to enter the Premises at reasonable times to inspect, perform assessments, perform maintenance, make repairs or improvements, or show the property to prospective residents, buyers, lenders, appraisers, or contractors or for any other reason permitted by law. On Q and the Landlord may also retain keys or access devices to the Premises for the purpose of

lawful entry under the conditions described in this Lease (e.g., assessment, maintenance, emergencies, or showings).

Notice of Entry: Except in emergencies, On Q will provide the Resident with at least two (2) calendar days prior written before entering the Premises. Entry without notice is permitted when:

- The Resident requests maintenance or service such request constitutes permission to enter during reasonable hours to complete the work; or
- There is an emergency, such as fire, flooding, death, imminent property damage, or threat to health or safety.

In any emergency, On Q or the Landlord may enter without prior notice to protect life or property and shall not be liable for any loss or damage to personal property except where caused by proven negligence or misconduct.

Lock and Access Device Restrictions: Residents may not alter, replace, or install additional locks, keypads, smart locks, garage door codes, or other security devices on any doors, gates, or windows without prior written consent from On Q. Unauthorized modifications may create safety or liability risks and are strictly prohibited. If Landlord authorizes a lock or device change, the Resident must provide to Landlord a complete working set of new keys, remotes, or access codes within ten (10) calendar days of installation.

Rekeying Fees and Non-Compliance: A rekeying fee of _____ will be charged to the Resident if any of the following occur:

- Failure to return all keys, remotes, or access devices issued at move-in;
- Changing or installing locks or security devices without written authorization;
- Failure to provide On Q with working keys or access credentials within ten (10) calendar days after changing locks (and such action shall constitute an on-going material breach of this lease until cured); or
- Installing a non-compatible or non-standard lockset that restricts access to On Q or the Landlord.

Any such charges, including locksmith or repair costs, shall be considered additional rent, immediately due and payable.

Lockouts: In the event of a lockout from the Premises, mailbox, or garage, the Resident must contact a licensed professional locksmith at their own expense. Neither the Landlord nor On Q provides emergency or after hours lockout services. Any lock replacement or related repair following a lockout must be performed by a professional locksmith, and the Resident must provide On Q with new keys or codes within ten (10) calendar days of completion.

Routine Assessments: On Q Property Management and the Landlord may conduct routine condition or occupancy assessments of the Premises with proper notice. These assessments are performed to verify property condition, lease compliance, and maintenance needs. Residents agree to provide reasonable access and to cooperate with all scheduled assessments. A Rescheduling Fee of _____ will apply if rescheduled less than 48 hours of the appointment, after proper notice has been given. A Missed Appointment Fee of _____ will apply for any instance in which access is not provided or a visit is missed, after service of proper notice. These fees shall be deemed additional rent, due on the next scheduled rent payment date.

Showings: During the final thirty (30) calendar days of tenancy, or at other times when the Premises is being marketed for sale or lease, On Q and the Landlord may show the property to prospective residents, buyers, or authorized representatives after service of applicable notice. Residents agree to

allow such showings at reasonable times and to maintain the premises in a clean and orderly condition suitable for viewing. Interference with lawful showings constitutes a material non-compliance breach.

Notice of Photography and Recording: Residents acknowledge and consent that On Q Property Management, the Landlord, and their authorized agents may photograph, video record, or otherwise document the interior and exterior of the Premises during inspections, assessments, maintenance visits, or property showings. Such documentation is intended to be used solely for legitimate business purposes, including verifying property condition, documenting lease compliance, coordinating maintenance, or evidentiary use in legal or administrative matters. All photographs and recordings shall remain the property of On Q and/or the Landlord. No photography or recording will be conducted in a manner intended to infringe upon personal privacy and we will make every attempt to exclude personally identify documents and possessions. Residents are encouraged to secure or remove personal or sensitive items before any scheduled entry. Residents expressly waive any claims to invasion of privacy or compensation arising from photography or recording conducted in accordance with this clause and Texas law.

Respectful Entry and Security: On Q and the Landlord shall exercise all entry rights peacefully, during reasonable hours, and using lawful means of access. The Premises shall be properly secured upon departure. Residents shall not unreasonably withhold consent for lawful entry. Unauthorized lock changes, access interference, or refusal to provide keys or codes constitutes a material and irreparable breach and may result in termination of tenancy.

18. ABANDONMENT

Abandonment of the Premises shall be deemed to occur under any of the following conditions:

- The Resident is absent from the dwelling unit for seven (7) consecutive days without notice to On Q, rent is unpaid for ten (10) calendar days, and there is no reasonable evidence other than the presence of personal property that the Resident continues to occupy the unit; or
- The Resident is absent for five (5) consecutive days, rent is unpaid for five (5) calendar days, and no personal property belonging to the Resident remains in the dwelling unit.

Such abandonment does not constitute surrender or termination of the Lease without On Q's or the Landlord's written consent. Upon determination of abandonment, the Landlord and On Q shall be entitled to immediate possession of the Premises and may exercise all rights and remedies available under this Lease and Texas law, including recovery of unpaid rent, damages, and associated costs.

If any personal property is left on the Premises, On Q and the Landlord will manage and dispose of it pursuant to Texas Property Code §24.0061. If the property is determined to be of insufficient value to justify the cost of moving, storing, and selling, the property may be disposed of or destroyed without liability. If it is of sufficient value, it will be stored for the statutory period, and the Resident shall be responsible for all moving and storage expenses before retrieval.

Abandonment of the Premises shall be treated as a material breach of this Lease, and the Landlord and On Q may recover possession and seek all remedies available in law or equity.

19. DEFAULT AND ACCELERATION OF RENTS

The Landlord has relied upon the Resident's commitment to lease the Premises for the entire term stated in this Lease Agreement. 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.

Refundable Deposits Acceleration of Rents: All refundable deposits, including any Security Deposit or Animal Deposit, will be handled in accordance with Texas Property Code Chapter 92 (including §§92.103–92.109), and will be refunded or accounted for within thirty (30) days after surrender of the Premises and receipt of Resident's written forwarding address.

Any unpaid balance after early termination will be pursued through lawful collection remedies, including court action, wage garnishment, and credit reporting. Acceptance of an early termination fee shall not waive the Landlord's or On Q's right to recover other amounts lawfully due under this Lease.

20. SIGHT UNSEEN

All Parties acknowledge that the Resident was given a reasonable opportunity to view and assess the Premises prior to entering into this Lease Agreement. If the Resident elected not to personally view the Premises, the Resident does so voluntarily and for convenience, and agrees to lease the Premises "sight unseen."

By executing this Lease Agreement without having physically viewed or inspected the Premises, the Resident affirms that they are entering into a legally binding contract and that On Q and the Landlord have made no warranties, guarantees, or representations, express or implied, beyond those specifically set forth in this Lease.

The Resident understands and agrees that dissatisfaction with the appearance, layout, size, finishes, or condition of the Premises whether or not such concerns could have been identified through an in person viewing does not release the Resident from any Lease obligation. Failure to take occupancy or any attempt to terminate the Lease on such grounds shall constitute a breach of contract, subject to all rent and damages provided herein and by law.

If the Resident accepts possession and subsequently discovers a legitimate maintenance issue, such issue will be addressed in accordance with the maintenance and repair provisions of this Lease Agreement, and not based on Resident preference or aesthetic expectations.

The Resident further acknowledges that photographs, videos, floor plans, and marketing materials are provided for general reference only. While On Q endeavors to ensure accuracy at the time of publication, such materials may differ from the actual condition, layout, or features of the Premises. No reliance shall be placed upon such representations as warranties of the current state of the property.

The Parties expressly agree that the Resident's decision to lease sight unseen does not void or limit any obligations under this Lease. All provisions including payment of rent, maintenance responsibilities, and move-in procedures remain fully enforceable for the entire Lease term.

21. MILITARY RELEASE

Active duty members as defined by law, may terminate this Lease Agreement in accordance with the Servicemembers Civil Relief Act (SCRA), 50 U.S.C. §§ 3901–4043, and any applicable Texas state law.

To exercise this right, the Resident must:

- Provide written notice of intent to terminate, stating the effective date of termination; and
- Provide a copy of official military orders that either:
 - Require a permanent change of station (PCS) of thirty-five (35) miles or more from the Premises; or
 - Require deployment for a period of ninety (90) consecutive days or longer
 - Entry into the military.

The Lease shall terminate thirty (30) calendar days after the next rent due date following proper delivery of the notice and supporting documentation, unless otherwise required by federal law.

All prepaid rent shall be prorated and refunded as of the effective termination date. Any security deposit will be refunded or accounted for in accordance with Texas Property Code Chapter 92 (including §§92.103 – 92.109) within thirty (30) days after surrender of the Premises and receipt of Resident's written forwarding address.

No penalty, early termination fee, or additional charge shall be assessed for lawful termination under the SCRA. Residents remain responsible for any unpaid rent, damages, or obligations accrued prior to the effective termination date.

22. DOMESTIC VIOLENCE AND ASSAULT PROTECTION

Pursuant to Texas Property Code §§92.016 and/or 92.0161, a Resident or Occupant who is a victim of domestic violence or sexual assault in the property, may terminate this Lease without penalty as provided by law.

The Lease will terminate thirty (30) calendar days after the next rent due date or sooner if agreed in writing. Rent remains payable through the termination date. Security Deposit and Liability: The protected Resident shall not owe future rent or early termination penalties beyond the effective termination date. The security deposit will be handled per Texas Property Code §§92.103 – 92.109, allowing lawful deductions for unpaid balances or damages beyond normal wear.

Confidentiality and Non-Discrimination: All information or documentation provided under this section shall remain confidential and disclosed only as required by law.

On Q and the Landlord will not deny housing, terminate tenancy, or otherwise penalize a Resident based on status as a victim of domestic violence, sexual assault, dating violence, or stalking. Enforcement may proceed, however, against any person who commits such acts or poses a direct threat to others or the property.

23. RESIDENT DEATH AND LEASE CONTINUATION

In the event that a Resident dies during the term of this Lease Agreement, all remaining Residents shall continue to be jointly and severally responsible for full performance of all obligations under this Lease, including payment of Rent, utilities, and any other charges due.

The death of a Resident shall not terminate or alter the Lease Agreement, nor relieve the remaining Residents of any duty or obligation under its terms. All Lease covenants shall remain in full force and effect for the duration of the tenancy.

Any claim by the deceased Resident's estate or heirs for contribution or reimbursement of any portion of

the Security Deposit shall be a private matter between the surviving Residents and the estate.

Upon lawful termination of the Lease and proper delivery of possession, the Security Deposit refund, if any, shall be issued to the remaining Residents jointly, unless otherwise ordered by a court of competent jurisdiction.

In the event that the deceased Resident was the sole Resident of record, the estate or lawful representative shall remain responsible for securing and vacating the Premises in accordance with Texas law.

24. SECURITY DEPOSIT

Upon termination of this Lease, surrender of possession, and written demand from the Resident, the Landlord shall return the balance of all refundable deposits, if any, within thirty (30) days after termination of the tenancy, delivery of possession, and Tenant's written demand. Landlord will mail an itemized list of deductions and any balance due to Tenant's last known address, consistent with Texas Property Code §§92.103 and 92.107.

Residents acknowledge that On Q acts solely as the management agent for the Landlord and is not the owner or lessor of the Premises. Therefore, the Landlord, and not On Q, is solely responsible for the return or accounting of the Security Deposit and the determination of deductions for damages or other lawful charges. Residents agree to hold On Q harmless from any claim, demand, or legal action arising from the disposition of the Security Deposit.

If the management agreement between the Landlord and On Q is terminated during the tenancy, On Q shall forward all Security Deposit funds to the Landlord. Residents shall thereafter communicate directly with the Landlord regarding the return of the deposit.

Permitted Uses of Security Deposits: The Security Deposit, and any Animal Deposit if applicable, may be applied by the Landlord for the following purposes:

- Breach of Lease: To cover any unpaid rent, fees, or costs arising from early termination or other material breach of this Lease.
- Professional Cleaning Proof: Resident fails to provide a dated receipt from a professional house cleaning service and carpet cleaning service within seven (7) calendar days of move-out.
- Damage or Repairs: To cover costs incurred to repair damage beyond ordinary wear and tear.
- Other Charges: To cover any unpaid preparation fees, animal sanitation fees, late charges, maintenance expenses, lost keys or remotes, HOA fines, utility charges, or any other outstanding balance due under this Lease.
- Disposal of personal property left behind.

Failure to vacate the Premises on or before the move-out date shall result in charges equal to the entire month's rent and statutory holdover damages.

On Q will first apply any Security or Animal Deposit funds to satisfy the charges listed above.

The Landlord agrees to return all refundable deposits and provide any required statements in full compliance with Texas Property Code §§92.103 and 92.107.

25. SECURITY DEPOSIT ALTERNATIVE

Residents may elect to participate in a Security Deposit Alternative ("SDA") program in lieu of paying a traditional refundable Security Deposit. Under this option, the Resident agrees to pay a monthly SDA Administrative Fee, due on the same date as rent each month.

Residents understand and agree that:

- The SDA Administrative Fee is non-refundable under all circumstances and does not constitute a deposit held in trust.
- The SDA program is for the exclusive benefit of the Landlord and provides limited protection against certain losses or damages.
- The SDA program does not eliminate the Resident's financial responsibility for damages, unpaid rent, or other charges owed under this Lease.
- If any claim is paid to the Landlord under the SDA program, the Resident must reimburse the full amount of the claim to the program administrator immediately upon demand.

Participation in the SDA program is optional, and Residents may instead choose to pay a traditional refundable Security Deposit under the terms outlined above. Additional terms, disclosures, and obligations are described in the Security Deposit Alternative Addendum, which is incorporated into this Lease Agreement by reference. In the event that the Addendum conflicts with the terms herein, the terms of the Addendum shall control.

The Resident acknowledges that they have been given the opportunity to review all available security deposit options and that their election to participate in the SDA program is voluntary and informed.

26. RENTAL INCENTIVES

Any rent incentives, concessions, or promotional credits (including, but not limited to, "free rent," "move-in specials," or "discounted rent") referenced in this Lease Agreement, Holding Retainer, or related documentation are conditional benefits provided to the Resident in exchange for full and faithful performance of all Lease obligations through the end of the agreed term.

If the Lease Agreement is terminated, vacated, or otherwise ended prior to its scheduled expiration date for any reason caused by any act or inaction by Resident, the Resident shall immediately become responsible for repayment of the total value of all incentives or concessions received, together with any applicable rental taxes.

Such repayment shall be considered additional rent, due and payable immediately upon termination or default, and collectible under the same terms and remedies as other rent owed pursuant to this Lease.

The granting or use of any incentive or concession does not modify, waive, or diminish any other financial obligation of the Resident under this Lease Agreement. If the Resident fulfills all obligations through the end of the Lease term, the incentive or concession shall be deemed fully earned.

27. FAIR HOUSING

On Q Property Management is fully committed to compliance with all applicable Federal, State, and Local Fair Housing laws, including the Fair Housing Act (42 U.S.C. § 3601 et seq.) and the Texas Fair Housing Act (Texas Property Code Chapter 301). On Q provides equal housing opportunity to all applicants and residents regardless of race, color, religion, sex, national origin, familial status, disability, age, sexual orientation, gender identity, or any other protected class under applicable law.

Residents with disabilities are entitled to request reasonable accommodations (changes in policies, rules, or services) and reasonable modifications (physical changes to the Premises) when such changes are necessary to afford equal opportunity to use and enjoy the dwelling.

Requests for accommodation or modification must be submitted to On Q. In some instances, On Q may request that the Resident complete a Reasonable Accommodation and/or Modification Request Form and provide supporting documentation verifying that the requested change is related to a disability, consistent with Fair Housing regulations.

On Q will review each request promptly and engage in an interactive process to determine what

accommodation or modification is reasonable under the circumstances. No request will be denied or unreasonably delayed based on disability or protected status.

If a physical modification to the Premises is approved, the Resident agrees to obtain any required permits and ensure that the work is performed by a qualified and licensed contractor. Unless otherwise agreed to in writing, or where otherwise provided by law, the Resident must restore the Premises to its original condition at the end of the tenancy, ordinary wear and tear excepted. As provided by law, Resident may be required to pay a deposit at the time of the installation of the modification, to cover such restoration.

On Q and the Landlord reserve the right to approve the method, materials, and contractor performing any modification to ensure safety, code compliance, and professional workmanship, provided such conditions do not unreasonably delay or restrict the Resident's rights under Fair Housing laws.

28. ANIMALS AND ASSISTIVE ANIMALS

Assistive Animals (Service & ESA): Assistive animals are not considered pets and are exempt from animal/pet fees and deposits under the Fair Housing Act. To request an assistive animal accommodation, the Resident must submit a reasonable accommodation request to On Q. On Q evaluates all assistive animal accommodation requests and any potential denials or revocations on an individualized, case-by-case basis, consistent with HUD's Fair Housing Act guidance.

General Animal Requirements: No animal of any kind may be kept on the Premises without prior written authorization from On Q Property Management. Each approved animal must be fully identified in writing, including its name, species, breed, color, sex, weight, age, and required documentation. Residents must provide current licensing, vaccination, and shot records before move-in or upon acquiring an approved animal. All Residents must comply with all applicable Federal, State, County, City, and HOA animal laws, including licensing, leash, noise, and waste regulations. Except where required by the Fair Housing Act, assistance animals must also comply with these provisions.

Insurance and Liability: For any approved non-assistive animal, the Resident shall maintain renter's liability insurance covering animal related incidents. The Resident is strictly liable for any injury, damage, nuisance, or disturbance caused by their animals or by animals brought onto the Premises by any Resident, Occupant, Guest, or invitee.

Permission, Deposits, and Fees: Written approval from On Q is required before any animal is brought onto the Premises. Approved non-assistive animals require payment of an animal fee and/or monthly animal rent, as listed in the Lease. Residents acknowledge that any increase in the security deposit is not an animal deposit. No portion of the security deposit will be refunded before vacancy, even if the animal is removed.

Residents agree that:

- All approved animals must be listed in this Lease; no substitutions are permitted.
- No visiting animals, pet-sitting, or temporary animals are allowed without written approval.
- An Unauthorized Animal Fee of _____ applies per violation. Paying the fee does not permit the animal to remain and the animal must be removed after service of applicable notice.
- All animal-related charges are additional Rent and immediately due upon notice.

Resident Responsibilities for All Animals:

- Keep approved animals under control and leashed when outside the dwelling.
- Promptly and properly dispose of all animal waste, including waste not from their animal if found on their Premises.
- Prevent excessive noise, odor, or disruptive behavior.

- Maintain the Premises in a clean, sanitary, odor-free condition
- Prevent any animal-related damage, pest issues, or infestations.
- Not leave food or water outside the dwelling that attracts other animals or pests.

Residents are responsible for all costs to repair or clean any animal-related damage, odors, stains, or infestations, including professional carpet cleaning, deodorization, flea treatment, and damage to flooring, walls, or landscaping.

Revocation of Animal Permission: On Q may revoke approval for any animal if The Resident violates this and of these conditions:

- The animal demonstrates aggressive, violent, or dangerous behavior;
- Complaints, incidents, or HOA violations occur; or
- Legal compliance requires removal.
- Upon revocation, the Resident must remove the animal from the Premises immediately.

Indemnification: Residents agree to indemnify, defend, and hold harmless the Landlord and On Q from all claims, injuries, damages, losses, actions, or expenses arising from or related to any animal kept, permitted, or brought onto the Premises by any Resident, Occupant, or Guest. Any allegation of a violent event involving the animal or any damage caused to a person or property by the animal will be grounds for immediate eviction.

The following animals are authorized to reside on the Premises:

29. MAILBOX

If the Premises are served by a community or cluster mailbox, the Resident acknowledges and understands that all such mailboxes are the exclusive property of the United States Postal Service (USPS) and not owned or managed by the Landlord, the Homeowners' Association (HOA), or On Q.

Obtaining Mailbox Keys: Residents are required to visit the local USPS Post Office branch that services their address to obtain mailbox keys and access authorization. To establish residency, the Resident must present:

- A copy of the executed Lease Agreement or a recent utility bill showing the Premises address;
- A valid government issued photo ID.
- Any other documentation required by USPS.

Upon verification of residency, USPS may rekey or issue a new mailbox lock and key set for a nominal fee. Any such fee is the sole responsibility of the Resident.

To locate the post office that services your Premises, contact USPS Customer Service at 1-800-275-8777 or visit the official USPS Post Office Locator at tools.usps.com/find-location.htm

Third-Party Mailbox Services: Alternatively, Residents may choose to utilize approved third-party locksmith or mailbox key services, to expedite key replacement or rekeying. These providers will also require proof of residency and valid identification prior to providing service.

Resident Responsibility and Liability

- All costs associated with obtaining, replacing, or rekeying mailbox locks or keys are the sole responsibility of the Resident.
- On Q and the Landlord, do not maintain possession or duplicates of mailbox keys and cannot provide replacement keys under any circumstance.

- Failure to retrieve mail or update address shall not constitute a defense to any legal notice properly mailed.
- The Resident acknowledges that tampering with, damaging, or unauthorized access to USPS mailboxes is a federal offense under 39 U.S.C. § 1702 and may result in criminal prosecution.

Residents are encouraged to request key issuance promptly after move-in to prevent mail disruption. Any mail service delays caused by the Resident's failure to obtain keys shall not constitute a breach or default by the Landlord or On Q.

30. PARKING

General Policy: Parking policies are strictly enforced to maintain safety, accessibility, and compliance with community standards. Residents agree that only those vehicles specifically identified and approved in writing within this Lease Agreement may be parked or stored on the Premises without prior written consent from On Q. This includes all cars, trucks, motorcycles, trailers, boats, and recreational vehicles (RVs).

On Q reserves the right to assign specific parking spaces or areas for Residents and their Guests and to regulate parking throughout the community to ensure safety and proper use.

Vehicle Requirements: All vehicles parked on the Premises must:

- Display current registration and license plates;
- Be in operable and roadworthy condition;
- Be parked within marked spaces or approved areas;
- Never be parked on sidewalks, curbs, landscaped areas, or in fire lanes; and
- Comply with all applicable local ordinances and community rules.

Vehicles found to be inoperable, unregistered, abandoned, leaking fluids, in violation of any municipal code or HOA regulation or rule, or unauthorized are subject to towing at the owner's expense, in accordance with Texas law.

Towing and Enforcement: Unauthorized, abandoned, or inoperable vehicles may be tagged with a 24 hour written notice prior to towing. However, the 24 hour notice requirement does not apply to vehicles that:

- Are parked in a space assigned to another Resident;
- Are parked in a marked tow away zone;
- Obstruct traffic flow, gates, fire lanes, emergency vehicle access, or trash collection areas; or
- Present a safety or environmental hazard (e.g., leaking fluids, blocking access).

Such vehicles may be towed immediately without further notice, at the owner's sole risk and expense. On Q and the Landlord assume no liability for damage to vehicles towed or removed under this section.

Administrative Fees and Violations:

Any violation of this section resulting in a homeowners association (HOA) notice or municipal fine may result in a Document Preparation Fee of _____ per occurrence, plus any actual towing or related costs. These amounts shall be deemed additional rent, immediately due and payable upon assessment.

Repeated or intentional parking violations, vehicle abandonment, or refusal to comply with these terms constitute a material non-compliance breach of this Lease and may result in lease termination and removal of the vehicle from the property.

Guest Parking: Guests must park only in designated guest parking areas (if available) or as otherwise directed by On Q. Residents are responsible for ensuring that their guests comply with all parking and towing rules.

Liability Disclaimer: Residents acknowledge that parking on or about the Premises is at their own risk. The Landlord and On Q are not responsible for theft, vandalism, damage, or loss to vehicles or personal property stored within or upon any vehicle while parked on the Premises.

Parking:

Vehicle(s):

31. ACCURACY OF RENTAL APPLICATION

Resident affirms that all statements, representations, and information provided in the rental application and any accompanying documents were made truthfully, accurately, and in good faith. This includes, but is not limited to, representations regarding employment, income, credit history, rental history, criminal background, number of occupants, animal ownership, as well as any pending or past evictions, bankruptcies, or criminal matters. Resident understands that failure to disclose or any falsification, omission, or misrepresentation of such information constitutes a material and irreparable breach of this Lease and may result in termination of tenancy or other lawful remedies.

The Resident understands and agrees that the rental application and supporting documentation are material inducements upon which the Landlord and On Q relied in evaluating and approving the Resident's tenancy. Any false, misleading, incomplete, or omitted information, whether discovered before or after execution of this Lease Agreement, shall constitute a material and irreparable breach of this Lease.

In the event that any falsification, misrepresentation, or material omission is discovered, the Landlord and On Q shall have the right, at their sole discretion, to:

- Rescind approval of the rental application prior to occupancy;
- Terminate this Lease Agreement immediately if already executed; and/or
- Commence eviction proceedings and pursue all other remedies available under Texas law.

Any deposits, fees, or prepaid rent may be applied to cover administrative and re-rental costs arising from such termination.

The Resident further acknowledges that intentional falsification or misrepresentation on a rental application may constitute fraud and may subject the Resident to civil and/or criminal penalties.

Execution of this Lease constitutes the Resident's continuing certification that all information previously provided remains true, complete, and accurate to the best of their knowledge.

32. FORCE MAJEURE / UNCONTROLLABLE EVENTS

The Landlord and On Q Property Management shall not be liable for any delay, interruption, or failure to perform any obligation under this Lease when such delay or failure is caused by events beyond their reasonable control ("Force Majeure Event").

Force Majeure Events include, but are not limited to, acts of God; fire; flood; storm; extreme weather; natural disaster; pandemic or epidemic; public health emergency; war; terrorism; civil disturbance; labor strike; supply chain disruption; utility or material shortages; or any order, restriction, or regulation issued by a governmental or public authority.

During any Force Majeure Event, the Landlord's and On Q's obligations for maintenance, repairs, assessments, access, or other services may be suspended or delayed without constituting a breach of

this Lease or entitling the Resident to rent abatement, damages, or termination rights. Performance shall resume as soon as reasonably practicable once the event or its effects have ended.

Except as provided by law, the Resident remains fully responsible for timely payment of Rent and all other financial obligations during any Force Majeure Event, regardless of any temporary disruption in services or amenities.

Nothing in this section waives or limits Landlord's duty to repair conditions that materially affect health or safety (Texas Property Code §92.052) or Resident's remedies provided by Texas law (Texas Property Code §§92.056 and 92.0561). If an event prevents habitability or essential services, statutory rights apply.

33. SMART DEVICES, SECURITY SYSTEMS, AND RESIDENT PRIVACY

On Q and the Landlord make reasonable efforts to ensure that all existing security devices, including but not limited to cameras, video doorbells (e.g., Ring, Nest), alarm systems, smart locks, garage remotes, WiFi routers, and other connected home devices, are properly reset or disconnected prior to a new Resident taking possession.

However, due to the technical nature of such systems and potential third party access, On Q and the Landlord cannot guarantee the absence of active connections, recordings, or residual access permissions left by prior occupants, property owners, or service providers.

Residents are encouraged to:

- Inspect all visible cameras, sensors, and connected devices upon move-in;
- Reset, reprogram, or replace any device they intend to use; and
- Protect their own privacy by securing network passwords and reviewing all account or app settings.

By taking possession of the Premises, the Resident acknowledges that On Q and the Landlord have made reasonable efforts to safeguard privacy and that ultimate responsibility for verifying and securing such devices rests with the Resident. Except as otherwise required by law, On Q and the Landlord are not liable for any unauthorized access, data capture, or monitoring by third parties.

34. MOVE-IN AND MOVE-OUT ASSESSMENT

Move-In Assessment: Residents shall have five (5) calendar days from the date of possession to complete the Move-In Assessment Form and return it to On Q Property Management, along with clear, date-stamped photos documenting any visible defects, damage, or discrepancies. The Resident is solely responsible for timely submission. Failure to return the completed form and accompanying photos within the five-day period shall constitute the Resident's acknowledgment that the Premises were delivered in good and acceptable condition and free of defects. Any unreported issue after this period will be treated as having occurred during the tenancy. The Move-In Form is for documentation only and does not create a repair request. Any repairs promised or approved before move-in must be confirmed in written correspondence from On Q. Unless such written authorization exists, the Premises are accepted in AS-IS condition at the start of the Lease.

Residents acknowledge receipt of the Move-In Assessment Form, available at: <https://www.onqpm.com/resident-services/>

Move-Out Assessment: Residents are invited to be present during the Move-Out Assessment. To request attendance, the Resident must submit a written request to On Q no later than seven (7) calendar days before the scheduled move-out date. Requests must be submitted in writing to their property manager or by sending an email to propertymanager@onqpm.com. On Q will make reasonable efforts to accommodate the Resident's schedule; however, availability cannot be guaranteed, and On Q retains the right to schedule the assessment based on operational needs. If the Resident is unable to attend at

the time offered, On Q may proceed with the Move-Out Assessment without the Resident present.

35. MOLD NOTICE AND DISCLOSURE

Certain types of mold and similar organisms may pose health risks to sensitive individuals. The Landlord and On Q are not experts in detecting or identifying mold and make no representations or warranties as to the absence or presence of mold in the Premises. Some mold conditions may be hidden or undetectable, even by professional inspection. Residents who consider mold a material concern are advised to conduct any desired environmental testing prior to signing the Lease.

Resident Responsibility: Mold thrives in damp, humid conditions. To minimize the risk of mold growth, the Resident agrees to maintain the Premises in a clean, dry, and well ventilated condition and to take the following preventive actions:

- Promptly report all water leaks, plumbing issues, moisture accumulation, or visible mold growth to On Q in writing.
- Use bathroom and kitchen exhaust fans when bathing or cooking to reduce humidity and condensation.
- Immediately remove visible moisture from windows, walls, ceilings, and other surfaces.
- Keep shower curtains inside tubs or close shower doors fully to contain moisture.
- Regularly clean bathrooms, kitchens, and other moisture prone areas using appropriate household cleaners.
- Hang towels and bath mats to dry completely after use.
- Replace HVAC filters regularly and promptly report any malfunctioning heating, ventilation, or air conditioning systems.
- Avoid overwatering indoor plants, leaving standing water, or drying wet clothing indoors.

Failure to maintain proper ventilation, sanitation, or timely notification of moisture or mold may result in damage to the Premises and constitutes a material breach of the Lease Agreement and subject Resident to liability for any associated damage. Residents must notify On Q within 24 hours of discovering visible mold or moisture.

Landlord and On Q Responsibility: Upon receiving written notice of any leak, moisture issue, or suspected mold, the Landlord or On Q will take reasonable steps to inspect and, if necessary, perform repairs or remediation (Landlord's Duty to Maintain Fit Premises). The Landlord and On Q are not responsible for conditions caused or worsened by the Resident's failure to maintain the Premises, control moisture, or promptly report problems. They are not insurers of the Resident's health or personal property, and Residents are strongly encouraged to maintain renter's insurance covering losses related to water, mold, or similar damage.

If the Resident alleges the presence of mold or related contamination but there are no visible signs of water intrusion, plumbing leaks, or structural moisture issues, the Resident may be required to obtain a professional mold inspection at their own expense and provide the written results to On Q within ten (10) calendar days of request. If the test confirms the presence of mold caused by a defect or leak in the Premises, the Landlord will reimburse the reasonable cost of the inspection and promptly perform any necessary remediation.

Except as required by law, the Landlord and On Q shall not be liable for any personal injury, illness, or property damage alleged to result from mold, mildew, or moisture conditions.

36. BED BUG NOTICE AND DISCLOSURE

Resident Responsibilities: Residents affirm that they have not experienced a bed bug infestation within the past six (6) months and will not move belongings known or suspected to contain bed bugs into the Premises. Resident agrees to:

- Routinely inspect for pests and promptly, within three (3) calendar days, report any signs of infestation to On Q.
- Prepare for and fully cooperate with all inspection and treatment procedures as directed by management or pest control professionals.
- Follow all required pre and post treatment steps provided by Landlord and/or Landlord's pest control vendor, including cleaning, laundering, and safe disposal of infested items, at their own expense.
- Avoid introducing used or contaminated furniture, bedding, or materials that may harbor bed bugs.

Failure to comply with treatment protocols, provide access, or report infestations timely constitutes a material health and safety breach and may result in termination of tenancy, recovery of remediation costs, and other lawful remedies. Residents shall not withhold rent during necessary treatment.

If bed bugs are detected within the first seven (7) calendar days of occupancy and the Resident provides timely written notice, the Landlord will take reasonable steps to treat the infestation, which may include professional extermination. This does not waive the Resident's liability for infestations caused or worsened by their acts, omissions, or negligence. After the initial seven (7) calendar days of occupancy, the Resident shall bear all costs of inspection and remediation for any infestation discovered, even if such remediation is provided by Landlord.

Landlord and On Q Responsibility: Landlord and On Q shall not lease any dwelling unit known to have an active bed bug infestation. If a unit previously had bed bugs, it shall be professionally treated by a licensed pest control provider before occupancy. Upon verification of successful remediation, the unit may be leased to a Resident.

Liability and Indemnification: Resident acknowledges that the Landlord and On Q are not insurers of Resident's personal property and shall not be liable for losses, damage, or injury resulting from pest issues, except where required by law. Resident agrees to indemnify and hold harmless the Landlord and On Q from all claims, damages, or expenses (including attorney's fees) arising from Resident's actions, omissions, or noncompliance.

37. LEAD BASED PAINT DISCLOSURE

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

In compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851 et seq.), EPA regulations (24 CFR Part 35; 40 CFR Part 745), and applicable Texas law, the Landlord and On Q Property Management disclose the following for any Premises built prior to 1978:

The Landlord discloses the following information to the Resident:

Presence of Lead-Based Paint or Hazards:

- Known lead-based paint and/or lead-based paint hazards are present in the Premises.
- Landlord has no knowledge of lead-based paint or lead-based paint hazards in the Premises.

Records and Reports:

- Landlord has provided Resident with all available records and reports regarding lead-based paint or lead hazards associated with the Premises.
- Landlord has no reports or records relating to lead-based paint or hazards.

Resident Acknowledges:

- They have received and reviewed this Lead-Based Paint Disclosure Clause, which replaces any separate Lead-Based Paint Addendum.
- They have received and reviewed the EPA pamphlet "Protect Your Family from Lead in Your Home", available at: <https://www.epa.gov/lead/protect-your-family-lead-your-home-english>
- They have received copies of any records or reports provided by the Landlord concerning lead-based paint or hazards (if applicable).
- They understand that deteriorated or disturbed paint, paint dust, and painted surfaces may pose health risks, particularly to children and pregnant individuals.

Resident Agrees:

- Not to disturb, scrape, sand, drill, cut, or modify any painted surface without prior written approval from On Q.
- Not to perform repairs, renovations, or alterations that may disturb painted surfaces.
- To promptly report any peeling, chipping, chalking, cracking, dust accumulation, or deteriorated paint conditions.
- To keep painted surfaces clean, undamaged, and in good condition.
- To allow access for any required inspections, testing, maintenance, or legally mandated remediation efforts.
- To comply with all safety instructions provided by On Q or a certified lead professional.

Landlord Responsibilities if lead-based paint hazards are discovered or if repairs are required:

- The Landlord will take actions required by federal and Texas law.
- Residents shall cooperate in scheduling inspections, repairs, or remediation.
- Residents may be temporarily relocated if required by law; rent obligations continue unless otherwise required by statute.

Liability and Waiver: Except where prohibited by law, The Landlord and On Q are not liable for injuries, illnesses, or damages resulting from Resident negligence, failure to report issues, unauthorized work, or actions that disturb painted surfaces. The Landlord and On Q are not insurers or guarantors of the Resident's health or safety. Residents agree to indemnify and hold harmless the Landlord and On Q for claims arising from their violations of this clause. Nothing in this clause waives responsibilities imposed by federal law regarding disclosure, remediation, or notice obligations.

Integration: This clause is intended to fully satisfy all federal and state disclosure requirements and fulfills any required lead-based paint addendum. All required notices, acknowledgments, and disclosures appear within this Lease.

38. REQUIRED LIABILITY & RENTER'S INSURANCE

The Resident shall maintain renter's insurance throughout the entire Lease term and any renewals, either through the On Q Resident Benefits Package (RBP) or by providing proof of equivalent coverage. The renter's insurance policy must meet or exceeding the following minimum standards:

- **Liability Coverage:** Minimum of \$100,000 per occurrence, covering the Resident's legal liability for damage to the Landlord's property, fixtures, and improvements, including losses caused by fire, smoke, explosion, water damage, or sewer backup.
- **Personal Property Coverage:** Protection for the Resident's personal belongings against loss or damage from theft, fire, flood, vandalism, or similar perils.
- **Additional Interest:** The Landlord and On Q Property Management must be listed as additional insureds or additional interested parties on the policy.

Residents who wish to opt out of the RBP insurance must provide proof of a qualifying renter's insurance policy that meets the above standards prior to move-in and again upon each renewal. Coverage must remain continuous throughout the tenancy.

Residents may choose to add supplemental or higher-limit insurance at their own expense in addition to the RBP coverage. Supplemental policies may be used to increase personal property protection, add liability coverage, or include specialized coverage not provided under the RBP.

Failure to maintain qualifying coverage, allow a lapse, or provide proof of insurance shall constitute a material non-compliance breach and may result in lease termination. In addition, Landlord may, but is not required to, automatically enroll Resident, at Resident's expense, in the RBP in the event that Resident fails to maintain qualifying coverage.

39. PERSONAL INFORMATION AND DATA SECURITY

On Q Property Management collects and maintains certain Resident information—including personally identifiable information (PII), payment information, rental application data, contact details, and electronic communications for legitimate business purposes related to leasing, property management, accounting, maintenance coordination, and legal compliance. On Q implements commercially reasonable administrative, technical, and physical safeguards to protect this information; however, Residents acknowledge that no electronic system, network, or method of data transmission can guarantee absolute security. If any breach involving electronically stored personal information occurs, On Q will provide notice in accordance with the Texas Identity Theft Enforcement and Protection Act (Texas Business & Commerce Code Chapter 521), including the timing and method of notification permitted under state law.

Except as required by law, the Landlord and On Q shall not be liable for any unauthorized access, data breach, loss, corruption, or disclosure of Resident information resulting from events outside their reasonable control, including but not limited to third-party cyberattacks, system failures, service provider breaches, or resident misuse of technology. Residents expressly agree that On Q and the Landlord are not insurers or guarantors of data security. Residents are responsible for safeguarding their own devices, online accounts, login credentials, wireless networks, and any personal information they transmit or store using their own equipment.

Residents provide consent for On Q to collect, store, process, and transmit Resident information electronically and acknowledge that electronic communication, notices, records, signatures, and documents may be used for all legally permitted purposes. This consent, and all related liability limitations, shall survive the termination of the Lease for as long as the Resident's information is retained for lawful business, accounting, or regulatory requirements.

40. LIABILITY, NEGLIGENCE, AND INDEMNIFICATION

Resident Responsibility and Liability: Each Resident shall keep the Premises clean, safe, and in good repair, and is liable for any loss, injury, or damage caused by their own actions, negligence, or failure to comply with this Lease. This includes damage resulting from misuse, neglect, failure to report maintenance issues, or violations by any Resident, Occupant, Guest, or invitee. The Resident agrees to reimburse the Landlord or On Q for all related losses, expenses, and costs, including repairs, remediation, insurance deductibles, administrative fees, and legal expenses. All such amounts are deemed additional Rent and are immediately due upon assessment. Significant or intentional property damage, or financial harm caused by negligence, shall constitute a material and irreparable breach of this Lease and may result in termination of tenancy.

Indemnification and Defense: To the fullest extent permitted by law, the Resident agrees to indemnify, defend, and hold harmless the Landlord, On Q Property Management, and their respective agents,

employees, and contractors from any claims, liabilities, losses, or expenses, including attorney's fees, arising from or related to the Resident's use, occupancy, or control of the Premises; The acts or omissions of any Resident, Occupant, or Guest; or Any violation of law or this Lease. This obligation survives termination or expiration of the Lease and does not apply to claims resulting from the proven negligence or willful misconduct of the Landlord or On Q.

41. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Residents shall comply with all Federal, State, County, and Municipal laws, ordinances, and regulations, as well as all applicable Homeowners' Association (HOA) covenants, conditions, restrictions (CC&Rs), and community rules or policies governing the Premises. Residents acknowledge receipt or availability of all applicable HOA and community rules.

Residents are responsible for ensuring compliance by all family members, Occupants, and Guests. Any violation that causes or risks fines, penalties, or enforcement actions against the Landlord, On Q, or the HOA shall constitute a material breach of this Lease.

If a violation results in a homeowners association (HOA) notice or municipal fine, the Resident shall pay the full amount of the fine plus a Document Processing Fee of _____ per notice. On Q's interpretation and enforcement of HOA and community standards shall be final and binding to maintain safety, compliance, and harmony within the community. The owner has the right to take-over landscape maintenance and charge residents after 3 or more HOA landscape violations in a 12-month period.

Fines, Fees, and Enforcement: Any fines, penalties, or assessments imposed by an HOA, government agency, or municipality due to a violation by the Resident, Occupant, or Guest shall be the Resident's sole responsibility and are immediately due as additional Rent.

If any governmental body, HOA, or community association adopts new ordinances, rules, or regulations affecting this Lease or the Premises, On Q may make immediate amendments to ensure compliance, or otherwise after providing thirty (30) calendar days written notice to Residents.

42. LEGAL ENFORCEMENT, WAIVERS, AND REMEDIES

Entire Agreement: This Lease, including all addenda, constitutes the entire understanding between the parties. No oral statements or prior agreements shall modify its terms. Any modification or waiver must be in writing and signed by all parties. If any provision conflicts with applicable law, the remainder shall remain enforceable to the fullest extent permitted.

Preservation of Legal Rights: Nothing in this Lease waives or limits any party's rights to pursue lawful remedies in court. Any waiver of such rights may only be made after a dispute arises and must be knowingly and voluntarily given at that time.

Attorney's Fees: In any action arising under this Lease, the prevailing party shall recover reasonable attorney's fees, court costs, and expenses, in addition to other relief available under law or equity.

Jury Trial Waiver: Resident(s) are hereby notified that in the event of legal action, they would have, as well as the Landlord, the right to a trial by jury. The parties, in a desire for speedy and affordable legal proceedings, if any relating to this lease or the Property against Landlord and/or OnQ, HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL in any proceedings arising under this agreement, or the tenancy created hereby, including, but not limited to forcible/special detainer.

Class Action Waiver: Each party waives 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.

Waiver of Enforcement: The failure of the Landlord or On Q to enforce any term shall not constitute a

waiver of that term or any future violation.

Severability: If any provision is held invalid, the remaining terms shall remain in full force and effect and be enforced to the maximum extent permitted by law.

Cumulative Remedies: The rights and remedies of the parties are cumulative and not exclusive of any other rights or remedies available by law or equity.

Governing Law: This Lease shall be governed by and construed in accordance with the laws of the State of Texas, including Texas Property Code Chapters 91, 92, and 24, as applicable, without regard to conflict of law principles.

Nothing in this Lease waives or limits either party's rights or duties under the Texas Property Code. Landlord and On Q encourages the Resident to review Texas Property Code Chapters 91, 92 and 24 for additional rights and obligations.

43. EMERGENCY CONTACT

The Resident shall provide On Q with the name, relationship, address, and contact information of an individual authorized to act as the Resident's Emergency Contact. This person may be contacted and permitted to enter the Premises under the following circumstances:

- In the event of a wellness check when On Q has a reasonable, good-faith belief that Resident may be incapacitated or may be in imminent risk of harm (for example: repeated inability to reach Resident after unusual absence; credible reports from neighbors/authorities).
- In the event of an emergency, such as fire, flood, natural disaster, serious health or safety concern, or other urgent situation requiring immediate access to the Premises; or
- In the event of the Resident's death, for the limited purpose of retrieving and securing personal property and arranging for proper removal and storage of belongings.

By designating an Emergency Contact, the Resident expressly authorizes On Q and the Landlord to contact and grant entry to that person (and any person acting with them) under circumstances that On Q, in its reasonable judgment, believes constitute an emergency or death related necessity.

The Resident's estate and heirs shall remain fully responsible for the actions of the Emergency Contact and any person accompanying them, and shall indemnify, defend, and hold harmless the Landlord and On Q from any and all claims, damages, losses, or liabilities arising from such entry or from the removal, handling, or storage of personal property.

The Resident acknowledges that this authorization is voluntary and continuing, and will remain in effect for the duration of the tenancy and any extensions thereof unless revoked in writing by the Resident. If the Resident fails to designate an Emergency Contact, On Q and the Landlord may, to the extent permitted by law, act in their reasonable discretion to secure and protect the Premises and any personal property therein.

Full Name:

Address:

Phone:

Email:

44. ATTACHMENTS

Incorporated into this Lease are the following addenda or other information:

HOA CC&R's	Available Online
Resident Benefits Package Addendum	If Applicable

Security Deposit Alternative Addendum If Applicable

45. SPECIAL TERMS

SAMPLE

By signing below, the signer agrees to all conditions stated in this Lease Agreement and any applicable attachments/addendums.

RESIDENTS SIGNATURE

SAMPLE

ON Q SIGNATURE