



RESIDENTIAL LEASE

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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord, : _____ ; and

Tenant(s): _____

Occupant(s): Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are: (include names and DOB of all Occupants) _____

"Tenant" means a person who is authorized by a lease to occupy a dwelling to the exclusion of others and, who is obligated under the lease to pay rent; "Occupant" means a person who has the landlord's consent to occupy a dwelling but has no obligation to pay the rent for the dwelling.

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

Address: _____
legally described as: _____

in _____ County, Texas, together with the following non-real-property items: **refrigerator (not warranted)**

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

3. LEASE TERM AND RENT FEES:

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

Commencement Date: _____ **Expiration Date:** _____

Note: Written notice of termination is required _____ days before Expiration Date. (see Paragraph 5 for further details)

B. Monthly Base Rent: The monthly rent is \$ _____. See Paragraph 4 for details.

C. First Month's Rent: Tenant will pay **first month's rent** made payable to Landlord or Listing Broker or Property Manager on or before _____.

D. Prorated Rent: The prorated rent of \$ _____ is due on or before _____.

E. Security Deposit: On or before: execution of this lease or _____ (date), Tenant will pay a Security Deposit in the amount of \$ _____.

F. Additional Monthly Fees: Animal \$ _____, benefit package \$ _____, _____ \$ _____, _____ \$ _____, _____ \$ _____.

4. RENT DETAILS:

A. Time of Payment:

(1) Time is of the essence for the payment of rent (strict compliance with rental due dates is required). Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent. Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.

(2) Monthly rent: Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before (*check only one box*):

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

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

Name: Treaty Oak Property Management LLC

Place: _____

<https://treatyoak.appfolio.com>

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

C. Method of Payment:

- (1) Landlord requires does not require Tenant(s) to pay monthly rents by one payment.
- (2) Unless the Parties agree otherwise, Tenant may not pay rent in cash and will pay all rent and other fees by (*select one or more*): cashier's check electronic payment money order personal check or other means acceptable to Landlord.
- (3) Landlord may or may not charge a reasonable fee to process or accept payment by (*select one or more only if Landlord indicates a reasonable fee may be charged*): cashier's check electronic payment money order personal check or other means acceptable to Landlord.
- (4) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

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

E. Late Fees: If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3 day of each month at 11:59pm, Tenant will pay Landlord for each late payment: **Notice: §92.019, Texas Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.**

- (1) an initial late charge equal to (*check one box only*): (a) \$ 50.00 ; or (b) _____ % of one month's rent; **and**
- (2) additional late charges of (*check one box only*): (a) \$ 25.00 ; or (b) _____ % of one month's rent per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

(3) LATE PAYMENT DETAILS: For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late payment does not waive Landlord's right to exercise remedies under Paragraph 24.

F. Returned Payment: Tenant will pay Landlord \$100.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in a form satisfactory to landlord.

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

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

5. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION: Time is of the essence for providing notice of termination. If a box is not checked under Paragraph 5A, Paragraph 5A(1) will apply. If a box is not checked under Paragraph 5B, Paragraph 5B(1) will apply.

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

- (1) 30 days before the Expiration Date.
- (2) _____ days before the Expiration Date.

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by Paragraph 5A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by Paragraph 5B.

B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*

- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

6. ANIMALS:

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

- B. If Tenant violates this Paragraph 6 or any agreement to keep an animal on the Property, Landlord may take all or any of the following actions:
- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 24;
 - (2) charge Tenant, as additional rent, an initial amount of \$ 1,000.00 and \$ 100.00 per day thereafter per animal for each day Tenant violates the animal restrictions;
 - (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
 - (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized animal;
 - (b) exterminate the Property for fleas and other insects;
 - (c) clean and deodorize the Property's carpets and drapes; and
 - (d) repair any damage to the Property caused by the unauthorized animal.
- C. When taking any action under Paragraph 6B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

7. SECURITY DEPOSIT DETAILS:

- A. "Security Deposit" has the meaning assigned to that term in §92.102, Texas Property Code. Any additional deposits Tenant pays to Landlord, other than the Security Deposit, will become part of the Security Deposit.
- B. Withholding Last Month's Rent: Texas Property Code §92.108 provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent. Bad faith violations may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- C. Accounting and Refund: The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property **and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.** Any refund of the Security Deposit will be made payable to all Tenants named in this lease.
- D. Interest: No interest or income will be paid to Tenant on the Security Deposit. Landlord may place the Security Deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- E. Deductions:
- (1) Landlord may deduct reasonable charges from the Security Deposit, excluding *normal wear and tear. **"Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.*
 - (2) Reasonable charges may include, but are not limited: reasonable costs associated to repair the Property; costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property; unpaid or accelerated rent; unpaid late charges; unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease; unpaid animal charges; replacing unreturned keys, garage door openers, security devices, or other components; the removal of unauthorized locks or fixtures installed by Tenant; Landlord's cost to access the Property if made inaccessible by Tenant; missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date); packing, removing, and storing abandoned property; removing abandoned or illegally parked vehicles; costs of reletting (as described in Paragraph 24), if Tenant is in default; attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant; mailing costs associated with sending notices to Tenant for any violations of this lease; any other unpaid charges or fees or other items for which Tenant is responsible under this lease; cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord; damages to the Property

caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and costs to rekey certain security devices, as provided in Paragraph 16.

(3) If deductions exceed the Security Deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

8. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: N/A

Unless otherwise agreed, amounts under this Paragraph 8 are payable directly to the service providers.

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

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

9. USE AND OCCUPANCY:

A. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone number(s) and e-mail not later than 5 days after a change.

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

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

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

D. Guests: Tenant may not permit any guest to stay on the Property longer than 3 consecutive days without Landlord's written permission or the amount of time permitted by any owners' association rule or restrictive covenant, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the blank above in any 30-day period. If the above blank is not filled in, two (2) days total per month will apply.

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

10. PARKING RULES: Tenant may not permit more than 2 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

11. ACCESS BY LANDLORD:

- A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.
- B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.
- C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, animal, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ 100.00 .
- D. Keybox: **A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
 - (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
 - (a) during the last 60 days of this lease or any renewal or extension; and
 - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.
 - (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ one month's rent as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 11B.
 - (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 11C.

(4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

12. MOVE-IN CONDITION:

- A. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.
- B. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: N/A
- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 3 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 15.

13. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.
- B. Definitions:
 - (1) "Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
 - (2) "Abandonment" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.
- C. Personal Property Left After Move-Out:
 - (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Texas Property Code.

- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 13C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

14. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

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

B. Yard Maintenance:

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

(4) Other than watering, the Yard will be maintained as follows: *(select one)*

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

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

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

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

E. **Failure to Maintain:** If Tenant fails to comply with this Paragraph 14 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 24, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

F. **Smoking:** Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family, or occupants is permitted not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 24; and
- (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

15. REPAIRS:

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

A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at **(512)504-7414**. Ordinarily, a repair to the heating and air conditioning system is not an emergency, unless otherwise required by local ordinance.

B. **NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Texas Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Texas Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Texas Property Code presumes that 7 days is a

reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

C. Completion of Repairs:

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

D. Payment of Repair Costs:

- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 15. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Except for those conditions caused by the negligence of Landlord, Tenant will pay to repair the following conditions:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: If present: Refrigerator, washer/dryer, disposal, broken sprinkler heads, garage opener/remote, clogged drains, pest control.

E. Trip Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 11C.

F. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 15 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 15 for which Tenant is responsible.

16. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

A. Subchapter D, Chapter 92, Texas Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant

vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Texas Property Code.

- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Texas Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the Security Deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Texas Property Code.

17. SMOKE ALARMS: Subchapter F, Chapter 92, Texas Property Code, requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Texas Property Code.

18. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or Occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any animals, including cost of repairs or service to the Property.

19. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

20. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Texas Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Texas Property Code.

21. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property. Under the Federal Protecting Tenants at Foreclosure Act (PTFA), generally, tenants of foreclosed properties have the right to remain in the property for at least 90 days after foreclosure and may have the right to stay longer. In order for any protection to apply, you must be a tenant in good standing, current on rent and any late fees. For more information on the provisions contained in the Protecting Tenants at Foreclosure Act you may visit <http://nlihc.org/library/foreclosure>.

22. CASUALTY LOSS OR CONDEMNATION: §92.054, Texas Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

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

A. Upon move out, tenant shall pay actual cost of carpet/floor cleaning work to be arranged by landlord (no do-it-yourself permitted).

B. Keyless deadbolt (night time) to remain unlocked when tenant not home to avoid lock out.

C. Repair requests must be submitted at <https://treatyoak.appfolio.com>

Continued... See Addendum Special Provisions 1

24. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate or notice to pay or vacate, as applicable per §24.005, Texas Property Code.
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 20 and any other rights under this lease or the Property Code;
 - (4) all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
 - (5) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice under Paragraph 24B(1) may be by any means permitted by §24.005, Texas Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the Security Deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 16.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

25. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 5; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 24, by agreement of the parties (*see Early Termination of Residential Lease TXR 2012*), applicable law, or this Paragraph 25. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

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

(1) **Military:** If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Texas Property Code governs the rights and obligations of the parties under this paragraph.

(2) **Family Violence:** Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Texas Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Texas Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.

(3) **Sex Offenses or Stalking:** Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Texas Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Texas Property Code.

B. **Replacement Tenants:**

(1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.

(2) If Tenant requests an early termination of this lease under this Paragraph 24B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.

(3) Any replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign a new lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord.

(4) At the time Landlord agrees to permit a replacement tenant to occupy the Property, Tenant will pay Landlord:

(a) if Tenant procures the replacement tenant:

(i) \$ _____.

(ii) 150.000 % of one month's rent that the replacement tenant is to pay.

(b) if Landlord procures the replacement tenant:

(i) \$ _____.

(ii) 150.000 % of one month's rent that the replacement tenant is to pay.

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

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

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> <u>Addendum Regarding Rental Flood Disclosure TXR 2015</u> | <input type="checkbox"/> <u>Agreement Between Brokers TXR 2002</u> |
| <input type="checkbox"/> <u>Addendum Regarding Lead-Based Paint TXR 2008</u> | <input type="checkbox"/> <u>Bed Bug Addendum TXR 2013</u> |
| <input checked="" type="checkbox"/> <u>Inventory & Condition Form TXR 2207</u> | <input type="checkbox"/> <u>Residential Lease Application TXR 2003</u> |
| <input type="checkbox"/> <u>Pool/Spa Maintenance Addendum TXR 2010</u> | <input type="checkbox"/> <u>Residential Lease Guaranty TXR 2007</u> |
| <input type="checkbox"/> <u>Animal Agreement TXR 2004</u> | <input checked="" type="checkbox"/> <u>Mold Remediation Consumer Protection TXR 2507</u> |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>Treaty Oak Appliance Addendum</u> | <input checked="" type="checkbox"/> <u>Treaty Oak Military Addendum</u> |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

29. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, and/or sent by electronic transmission to: *(if you insert an email address, you are consenting to receive notices via email)*

Tenant at:	Landlord at:
E-mail: _____	E-mail: _____
<u>email address(es) provided in application(s)</u>	<u>info@treatyoakproperties.com</u>
_____	_____
_____	_____

30. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

31. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 29.

B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.

C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.

D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.

E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)

F. If all Tenants/Occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. §92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. (Do not insert Tenant or Occupant names below.)

Name: _____ Phone: _____
Address: _____
E-mail: _____

G. If a Tenant who is the sole occupant of the Property dies before the expiration of the Tenant's lease, a representative of the estate or the person named in Paragraph 31(F) may terminate the Tenant's rights and obligations under the lease if the representative or the person named in Paragraph 31(F) provides to the Landlord written notice of the termination of the lease as required by §92.0162, Texas Property Code and the deceased Tenant's property is removed from the leased premises in accordance with §92.014 of the Property Code and the representative or the person named in Paragraph 31(F) signs an inventory of the removed property if required by the Landlord. Termination of a lease is effective on the later of:

- (1) the 30th day after the date on which the notice under Section 92.0162, Texas Property Code was provided; or
- (2) the date on which all of the conditions under Section 92.0162, Property Code have been met.

H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord does or does not require that Tenant obtain and maintain liability insurance of not less than \$ _____.

J. Landlord's broker, **Treaty Oak Property Management LLC**, will will not act as the Property Manager for landlord. If Property is not managed by above-named broker, Property will be managed by Landlord or Property Manager for Landlord:
Name of property manager: **Treaty Oak Property Management** Phone: **(512)504-7414**
Address: **7000 N Mopac Expy Suite 200 Austin TX 78731** E-mail: **info@treatyoakproperties.com**

Residential Lease concerning: Round Rock, TX 78664

K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

L. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.

Landlord Date Tenant Date

Landlord Date Tenant Date

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

By: _____
Date Tenant Date

Adrienne Laosa
Broker's Associate's Printed Name

Eric Bramlett 512388
Broker's Printed Name License No.

Treaty Oak Property Management LLC
Firm Name

For Landlord's Use:

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

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



Appliance Addendum

ADDRESS: _____

Appliances Furnished By Owner: O

Appliances Furnished By Tenant: T

_____ **REFRIGERATOR**

**Tenant may use appliance (if present at move-in) while in working condition. Owner is not required to repairs or replace. Should it stop functioning, owner will remove and tenant will then have to provide their own.*

_____ **STOVE**

_____ **DISHWASHER**

_____ **GARBAGE DISPOSAL**

_____ **MICROWAVE OVEN**

_____ **WASHING MACHINE**

**Tenant may use appliance (if present at move-in) while in working condition. Owner is not required to repairs or replace. Should it stop functioning, owner will remove and tenant will then have to provide their own.*

_____ **DRYER**

**Tenant may use appliance (if present at move-in) while in working condition. Owner is not required to repairs or replace. Should it stop functioning, owner will remove and tenant will then have to provide their own.*

The appliances furnished by the owner are not to be removed by the tenant at any time.

SIGNATURE

DATE



ANIMAL AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. ANIMAL AUTHORIZATION AND DESCRIPTION:

(1) An assistance animal is required to be reported to the Landlord with accompanying documentation. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.

Misrepresentation of an assistance animal is a violation of Texas law and may be a punishable offense.

(2) Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect) other than an assistance animal, unless specifically authorized by this agreement.

(3) Tenant may keep only the following animal(s) on the Property until the above-referenced lease ends.

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? yes no Rabies Shots Current? yes no Assistance Animal? yes no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? yes no Rabies Shots Current? yes no Assistance Animal? yes no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? yes no Rabies Shots Current? yes no Assistance Animal? yes no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? yes no Rabies Shots Current? yes no Assistance Animal? yes no

-Page intentionally left blank-

B. CONSIDERATION: This Paragraph does not apply to assistance animals. In consideration for Landlord's authorization for Tenant to keep the animal(s) described in Paragraph A(3) on the Property, the Parties agree to the following. (Check any one or any combination of the following.)

- (1) Tenant will pay an animal deposit of \$ _____ on or before _____. The animal deposit is an increase in the security deposit in the lease and is made part of the Security Deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the animal is removed. Any refund of the Security Deposit, including this increase, is governed by the terms of the lease.
- (2) Tenant will pay a monthly animal fee in the amount of \$ _____ which is due concurrently with rent payment as referenced in Paragraphs 3 and 4 of the lease (Paragraph 5A for all leases dated on or before January 4, 2026).
- (3) Tenant will pay a one-time, non-refundable animal fee of \$ _____ on or before _____.

C. ANIMAL RULES: Tenant must:

- (1) take all reasonable action to ensure that any animal does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any animal;
- (3) keep the rabies shots of any animal current;
- (4) confine any animal, when outside, by fences or on leashes under Tenant's control;
- (5) confine any animal, that is not an assistance animal, in an appropriate enclosure for the type of animal;
- (6) promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any animal.

D. ACCESS: Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING ANIMALS:

- (1) Is Tenant aware of whether any of the animals described under this addendum has ever bitten or injured another person? Yes No
If yes, explain: _____
- (2) Is Tenant aware of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone? Yes No
If yes, explain: _____

F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
 - (a) any damage to the Property or any item in the Property caused by any animal;
 - (b) any personal injuries to any person caused by any animal; and
 - (c) any damage to any person's property caused by any animal.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the flooring, doors, walls, window coverings, furniture, appliances, sod, yard, fences, or landscaping.

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any animal or Tenant.

H. DEFAULT: If Tenant breaches any provision in this Animal Agreement, Landlord may, in addition to all remedies described under Paragraph 6B of the lease (Paragraph 9B for all leases dated on or before January 4, 2026), immediately terminate authorization for Tenant to keep any animal on the Property. Upon such termination, Tenant must immediately remove any such animal from the Property.

I. SPECIAL PROVISIONS:

Landlord Date

Tenant Date

Landlord Date

Tenant Date

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

Tenant Date

By: _____

Tenant Date

Printed Name: **Adrienne Laosa**

Firm Name: **Treaty Oak Property Management LLC**



Military Addendum

ADDRESS: _____

_____ I AM ***NOT*** in the military.

_____ I AM in the military.

_____ Army

_____ Air Force

_____ Navy

_____ Marines

_____ Coast Guard

_____ Reserves

*** YOU MUST NOTIFY TREATY OAK PROPERTIES IF YOU JOIN THE MILITARY ANYTIME DURING THE COURSE OF YOUR LEASE.

SIGNATURE

DATE

_____	_____
_____	_____
_____	_____
_____	_____



ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2025.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

THIS ADDENDUM IS A DISCLOSURE OF LANDLORDS' KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.

A. 100-YEAR FLOODPLAIN.

Landlord is or is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD.

Landlord is or is not aware that the dwelling you are renting has flooded at least once within the last five years.

**For purposes of this notice:*

"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that a dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.

"Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.

The undersigned Tenant acknowledges receipt of the foregoing notice.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Tenant Date

Tenant Date



ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. LEAD WARNING STATEMENT: 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, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

B. DISCLOSURE:

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property: _____

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here: _____

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. TENANT'S ACKNOWLEDGEMENT:

(1) Tenant has received copies of all information listed in Paragraph B.

(2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.

(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

E. CERTIFICATION OF ACCURACY: The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

Landlord Date Tenant Date

Landlord Date Tenant Date

Listing Broker/Agent or Property Manager Date Tenant Date

Other Broker/Agent Date Tenant Date



Protect Your Family From Lead in Your Home



March 2021

TXR-2511

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

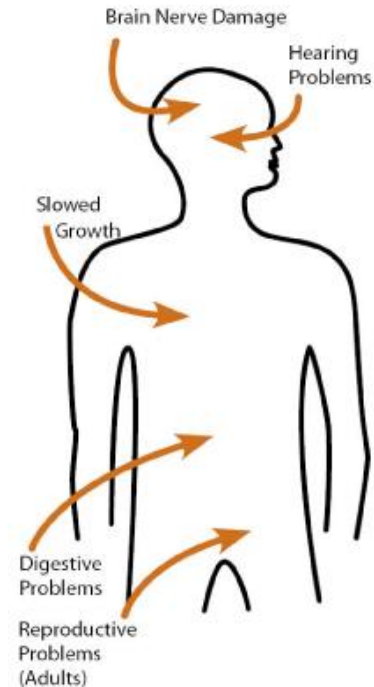
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips - which you can see - and lead dust - which you may not be able to see - both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
 - A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as “**greta**” and “**azarcon**,” used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA
Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
March 2021

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

TXR-2511



RESIDENTIAL LEASE INVENTORY AND CONDITION FORM

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INVENTORY AND CONDITION FORM CONCERNING THE PROPERTY AT _____

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. **All items are presumed to be in good condition unless noted otherwise.** Test all locks, window latches, smoke alarms, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. The Landlord may also use this form upon move-out. Keep a copy for your records. *Note any defects in the items listed below.*

A. Exterior Items	Move-In Comments	Landlord's Move-Out Comments
Mailbox		
Fences & Gates		
Pool/Spa & Equip.		
Lawn, Trees & Shrubs		
Undgrd. Lawn Sprinkler		
Exterior Faucets		
Roof & Gutters		
Siding & Paint		
Driveway		
Front Door		
Door Knob & Lock		
Light/Bulb		
Door Bell		
Back Door		
Door Knob & Lock		
Light/Bulb		
Patio or Deck		
Patio Door		
Door Knob & Lock		
Light/Bulb		
Other		
Water Shut-Off Valve Located? <input type="checkbox"/> yes <input type="checkbox"/> no	Electrical Breakers Located? <input type="checkbox"/> yes <input type="checkbox"/> no	

B. Garage	Move-In Comments	Landlord's Move-Out Comments
Ceilings & Walls		
Floor		
Auto Door Opener		
Safety Reversal		
Remotes		
Garage Doors		
Exterior Doors & Stops		
Storage Room		
Other		

C. <u>Entry</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Other	_____	_____

D. <u>Living Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____
Plugs & Switches	_____	_____
Cabinets	_____	_____
Fireplace	_____	_____
Other	_____	_____

E. <u>Dining Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____
Plugs & Switches	_____	_____
Cabinets	_____	_____
Other	_____	_____

F. <u>Kitchen & Breakfast</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____

F. Kitchen & Breakfast (cont.)

Move-In Comments

Landlord's Move-Out Comments

Plugs & Switches	_____	_____
Pantry & Shelves	_____	_____
Cabinets & Handles	_____	_____
Drawers & Handles	_____	_____
Countertops	_____	_____
Range/Cooktop	_____	_____
Microwave	_____	_____
Dishwasher	_____	_____
Oven	_____	_____
Racks & Knobs	_____	_____
Broiler & Pan	_____	_____
Light Cover & Bulb	_____	_____
Vent Hood	_____	_____
Light & Fan	_____	_____
Filter	_____	_____
Garbage Disposer	_____	_____
Sink & Faucet	_____	_____
Refrigerator	_____	_____
Shelves & Drawers	_____	_____
Light Cover & Bulb	_____	_____
Other	_____	_____

G. Halls

Move-In Comments

Landlord's Move-Out Comments

Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

H. Family Room

Move-In Comments

Landlord's Move-Out Comments

Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Fireplace/Logs/Equip.	_____	_____
Other	_____	_____

I. Primary Bedroom (1)

Move-In Comments

Landlord's Move-Out Comments

Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

J. Primary Bathroom (1)

Move-In Comments

Landlord's Move-Out Comments

Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Lights & Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet/Lid/Seat/Paper Hldr.	_____	_____
Heaters & Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

K. Bedroom (2)

Move-In Comments

Landlord's Move-Out Comments

Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

L. <u>Bedroom (3)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Window Coverings	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

M. <u>Bedroom (4)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

N. <u>Bathroom (2)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet/Lid/Seat/Paper Hldr.	_____	_____
Heaters & Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

O. <u>Bathroom (3)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors/Locks/Knobs/Stops		
Flooring		
Light Fixtures		
Windows & Screens		
Window Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets & Handles		
Countertops		
Sinks & Faucets		
Tub/Shower & Faucets		
Toilet/Lid/Seat/Paper Hldr.		
Heaters & Exhaust Fans		
Towel Fixtures		
Other		

P. <u>Utility Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Light Fixtures		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets & Handles		
Countertops		
Sinks & Faucets		
Washer & Dryer		
W & D Connections		
Other		

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Q. Other	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Central A/C & Heat	_____	_____
Filter	_____	_____
Thermostat	_____	_____
Window A/C Units	_____	_____
Space or Wall Heaters	_____	_____
Water Heater	_____	_____
Water Softener	_____	_____
Alarm System	_____	_____
Central Vacuum	_____	_____
Other	_____	_____

Smoke Alarms: No. of Units: _____ Tested? yes no Working? yes no
Door Locks on all exterior doors tested? (including but not limited to patio doors, door from house to garage, front door, and rear doors) yes no Working? yes no

R. Number of Keys:	<u>Received</u>	<u>Returned</u>		<u>Received</u>	<u>Returned</u>
Door keys:	_____	_____	Garage Door Remotes:	_____	_____
Mailbox keys:	_____	_____	Laundry Room Keys:	_____	_____
Security Cards:	_____	_____	Recreational Facilities Keys/Cards:	_____	_____
Gate Keys:	_____	_____	Other _____ :	_____	_____

THIS FORM IS NOT A REPAIR REQUEST. SUBMIT ALL REQUESTS FOR REPAIRS SEPARATELY IN ACCORDANCE WITH YOUR LEASE. The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.

 Tenant _____ Date _____
 Ph: (c) _____ (alt) _____
 E-mail: _____

 Tenant _____ Date _____
 Ph: (c) _____ (alt) _____
 E-mail: _____

 Tenant _____ Date _____
 Ph: (c) _____ (alt) _____
 E-mail: _____

 Tenant _____ Date _____
 Ph: (c) _____ (alt) _____
 E-mail: _____

For Landlord's Use:

This form was received by Landlord's on _____ (date)

 (Landlord's or Manager's signature)