EQUAL HOUSING OPPORTUNITY

Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

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

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

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

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

Cortiers, LLC	**585462**	**broker@cortiers.com**	**(979)985-5610**
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
James Glenn Murr	**549139**	**james@cortiers.com**	**(979)985-5610**
Designated Broker of Firm	License No.	Email	Phone
Lori Morgan	**454442**	**lorithetrainer@gmail.com**	**(918)344-5656**
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Melinda Jean Pimentel Rueda	**688183**	**melinda@cortiers.com**	**(979)314-4234**
Sales Agent/Associate's Name	License No.	Email	Phone

_____ _____ _____

Buyer/Tenant/Seller/Landlord Initials Date

Regulated by the Texas Real Estate Commission **Information available at www.trec.texas.gov**

TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE

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

the owner of the Property, Landlord,: OWNERS' Name, Aggieland Houses ; and

Tenant(s): _____.

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

Address: _____
legally described as: _____

in Brazos County, Texas, together with the following non-real-property items: _____.

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

3. TERM:

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

Commencement Date: _____ Expiration Date: _____ .

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

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

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

☐ (1) 30 days before the Expiration Date.
☒ (2) 120 days before the Expiration Date.

Aggieland Houses, 4121 Hwy 6 South College Station, TX 77845 Phone: (979)314-4234 Fax: (979)985-5596 Residential Rental
Melinda Pimentel Rueda
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If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

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

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

5. RENT:

A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of $ _____ for each full month during this lease. The first full month's rent is due and payable not later than _____ by *(select one or more)*: ☒ cashier's check ☒ electronic payment ☒ money order ☒ personal check or ☒ other means acceptable to Landlord.
Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box):*
☒ (1) the first day of each month during this lease.
☐ (2) _____ .
Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

B. Prorated Rent: On or before _____ Tenant will pay Landlord $ _____ as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.
Name: **Aggieland Houses**
Address: **4121 SH-6 South, Suite 210**
College Station, TX 77845
Notice: Place the Property address and Tenant's name on all payments.

D. Method of Payment:
(1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
(2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
(3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: ☒ cashier's check ☒ electronic payment ☒ money order ☒ personal check or ☒ other means acceptable to Landlord. Landlord ☒ may or ☐ may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged):* ☐ cashier's check ☒ electronic payment ☐ money order ☐ personal check or ☐ other means acceptable to Landlord.
(4) Landlord ☐ requires ☒ does not require Tenant(s) to pay monthly rents by one payment.
(5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

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

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

(1) an initial late charge equal to *(check one box only)*: [X] (a) $ 35.00 ;or [ ] (b) _____ % of one month's rent; **and**
(2) additional late charges of $ 10.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

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

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is based on a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation and result from late payment of rent. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. RETURNED PAYMENT: Tenant will pay Landlord $ $35.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

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

9. PETS:

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any pet on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet.

B. If Tenant violates this Paragraph 9 or any agreement to keep a pet on the Property, Landlord may take all or any of the following action:
(1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
(2) charge Tenant, as additional rent, an initial amount of $ 200.00 and $ 10.00 per day thereafter per pet for each day Tenant violates the pet restrictions;
(3) remove or cause to be removed any unauthorized pet 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 pet; and
(4) charge to Tenant the Landlord's cost to:
(a) remove any unauthorized pet;
(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 pet.

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

10. SECURITY DEPOSIT:

A. Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of $ _____ by *(select one or more)*: [X] cashier's check [X] electronic payment [X] money order [X] personal check or [X] other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.

B. Interest: No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.

C. Refund: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

(1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.

(2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.

(3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.

(4) "Surrender" is defined in Paragraph 16 of this lease.

(5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is http://www.statutes.legis.state.tx.us/.

D. Deductions:

(1) Landlord may deduct reasonable charges from the security deposit for:
   (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
   (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
   (c) unpaid or accelerated rent;
   (d) unpaid late charges;
   (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
   (f) unpaid pet charges;
   (g) replacing unreturned keys, garage door openers, security devices, or other components;
   (h) the removal of unauthorized locks or fixtures installed by Tenant;
   (i) Landlord's cost to access the Property if made inaccessible by Tenant;
   (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
   (k) packing, removing, and storing abandoned property;
   (l) removing abandoned or illegally parked vehicles;

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(m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
(n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
(o) mailing costs associated with sending notices to Tenant for any violations of this lease;
(p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
(q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
(r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
(s) costs to rekey certain security devices, as provided in Paragraph 19.

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

11. UTILITIES:

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: **N/A / 206 N Main: gas, water / 212 N Bryan: water / 4100 Apsen: water**

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

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

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

12. USE AND OCCUPANCY:

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

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

C. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

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

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E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 10 days without Landlord's written permission, whichever is less.

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

13. PARKING RULES: Tenant may not permit more than 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.

14. ACCESS BY LANDLORD:

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

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

C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of $ 50.00 .

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 90 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.

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(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 $ **500.00** as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.

(3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.

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

15. MOVE-IN CONDITION:

A. 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**

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

16. MOVE-OUT:

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

B. Definitions:

(1) *"Normal wear and tear"* means deterioration that occurs without negligence, carelessness, accident, or abuse.

(2) *"Surrender"* occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
(a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
(b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.

(3) *"Abandonment"* occurs when all of the following occur:
(a) all occupants have vacated the Property, in Landlord's reasonable judgment;
(b) Tenant is in breach of this lease by not timely paying rent; and
(c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

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C. Personal Property Left After Move-Out:

(1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
(a) dispose of such personal property in the trash or a landfill;
(b) give such personal property to a charitable organization; or
(c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.

(2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
(1) keep the Property clean and sanitary;
(2) promptly dispose of all garbage in appropriate receptacles;
(3) supply and change heating and air conditioning filters at least once a month;
(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; and
(13) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

(1) *"Yard"* means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.

(2) *"Maintain the yard"* means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.

(3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: **all reasonable times to keep the yard healthy** _____ _____ _____ . Other than watering, the yard will be maintained as follows:

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[X] (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.

[ ] (b) Tenant, at Tenant's expense, will maintain the yard.

[ ] (c) Tenant will maintain in effect a scheduled yard maintenance contract with: [ ] a contractor who regularly provides such service; [ ] _____ .

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

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:
(1) remove any part of the Property or any of Landlord's personal property from the Property;
(2) remove, change, add, or rekey any lock;
(3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
(4) permit any water furniture on the Property;
(5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
(6) alter, replace or remove flooring material, paint, or wallpaper;
(7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
(8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
(9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
(10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
(11) cause or allow any lien to be filed against any portion of the Property; or
(12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

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

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

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

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at (979)314-4234 . Ordinarily, a repair to the heating and air conditioning system is not an emergency.

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

C. Completion of Repairs:

(1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.

(2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs:

(1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
(a) heating and air conditioning systems;
(b) water heaters; or
(c) water penetration from structural defects.

(2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
(a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
(b) damage to doors, windows, and screens;
(c) damage from windows or doors left open;
(d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
(e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
(f) the following specific items or appliances: N/A
_____
_____.

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

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

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

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

B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.

C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

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

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

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

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

24. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

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

26. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*
- Landlord will notify tenant of renewal rate by November 1, 20XX and tenant will have until January 31, 20XX to renew lease in writing. If lease is not renewed by this time landlord will begin marketing property for lease February 1, 20XX.
- Landlord will have maintenance stop by periodically to service air filters and conduct a visual of the property conditions.

27. DEFAULT:

A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.

B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
(1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
(2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
(3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code; and
(4) Tenant will be liable for:
(a) any lost rent;
(b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
(c) repairs to the Property for use beyond normal wear and tear;
(d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
(e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
(f) any other recovery to which Landlord may be entitled by law.

C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.

D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.

E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. 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.

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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, 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 a court order described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.

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

B. Assignment, Subletting and Replacement Tenants:

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

(2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.

(3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.

(4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
(a) if Tenant procures the assignee, subtenant, or replacement tenant:
☐ (i) $ _____ .
☒ (ii) **25.000** % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.

(b) if Landlord procures the assignee, subtenant, or replacement tenant:
☐ (i) $ _____.
☒ (ii) **50.000** % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.

(5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

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

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

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

- [X] Addendum Regarding Lead-Based Paint
- [X] Inventory & Condition Form
- [ ] Landlord's Additional Parking Rules
- [X] Pet Agreement
- [X] Protecting Your Home from Mold
- [X] Residential Lease Guaranty
- [ ] _____
- [ ] _____
- [ ] Agreement Between Brokers
- [X] Landlord's Rules & Regulations
- [ ] Owners' Association Rules
- [X] Pool/Spa Maintenance Addendum
- [ ] Residential Lease Application
- [ ] Bed Bug Addendum
- [X] **Cleaning Procedures Checklist**
- [X] **Move In Rules & Regulations**

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

Tenant at the Property and a copy to:
_____
_____
_____
E-mail: _____
Fax: _____

Landlord c/o:
4121 SH-6 South, Suite 210
College Station, TX 77845
(979) 314-4234
E-mail: **info@aggielandhouses.com**
Fax: **(979)985-5596**

33. AGREEMENT OF PARTIES:

A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.

B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.

C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.

D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.

E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

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

34. INFORMATION:

A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.

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

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

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

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

F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow in the event of a tenant's death.
Name: _____ Phone: _____
Address: _____
E-mail: _____

G. 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.

H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.

I. Landlord's broker, **Cortiers, LLC, dba Aggieland Houses** ,
[X] 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: _____ Phone: _____
Address: _____ E-mail: _____

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J. 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.

K. 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
OWNERS' Name			
Landlord	Date	Tenant	Date
Aggieland Houses			
Or signed for Landlord under written property management agreement or power of attorney:		Tenant	Date
By: _____			
	Date	Tenant	Date

Melinda Jean Pimentel Rueda
Broker's Associate's Printed Name

James Glenn Murr **549139**
Broker's Printed Name License No.

Cortiers LLC
Firm Name

For Landlord's Use:

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

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

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PROTECTING YOUR HOME FROM MOLD
JUNE 2002

Mold growth problems can adversely affect many homeowners in Texas. Homeowners who act quickly and appropriately can prevent or correct conditions that may cause mold growth. The Texas Department of Health (TDH) and Texas Department of Insurance (TDI) prepared this publication to help you understand the concerns related to mold growth and to provide some effective steps you can take to help prevent mold growth. The following information will help protect your investment in your home and may prevent the possibility of health risks due to mold exposure.

If you are a renter, you should contact your landlord or property manager immediately when you have a maintenance need related to water damage.

WHAT ARE MOLDS?

Molds are microscopic organisms commonly found both indoors and outdoors. Molds, along with mushrooms and yeast, are known scientifically as fungi. Their purpose in nature is to break down dead material and recycle nutrients in the environment. For molds to grow and reproduce, they need a food source -any organic material, such as leaves, wood, paper, or dirt -and moisture. Since molds grow by "eating" the organic material, they gradually destroy whatever they are feeding on. Mold growth on surfaces can often be seen as a colored spot, frequently green, gray, brown, black or white. It commonly appears as a powdery, fuzzy, or hair-like material. Actively growing molds typically produce odors, sometimes described as earthy or moldy, or like mildew, old dirty socks, or ammonia. Molds release thousands of microscopic spores, which are lightweight, easily airborne and carried by air currents to surrounding areas. The spores must have both food and moisture to actually start growing, similar to plant seeds.

WHAT DO I DO IF A LEAK OCCURS?

Whether or not the water damage may be covered by your insurance policy, it is important to act quickly to prevent further damage to your home.

- Immediately stop the source of leak or flooding.
- Remove excess water with mops or a wet vacuum. If the damage is significant, consider contacting a water extraction company for immediate action.
- Whenever possible, move wet items to a secure, dry and well-ventilated area or outside to expedite drying.
- Protect repairable and undamaged items from further damage.
- Move rugs and pull up areas of wet carpet as soon as possible.
- Increase circulation in and around wet areas by opening closet and cabinet doors, moving furniture away from walls and running fans.
- If necessary, remove wallboard and flooring materials to dry out those areas.
- Don't throw away removed or damaged materials until instructed by your insurance company.
- Dry any damp or wet building materials and furnishings within 24- 48 hours.
- Keep all receipts, photos and other relevant documents.
- Contact your insurance company, if applicable.

NOTE: The sooner the affected areas dry out and the source of the leak is repaired, the better your chances of minimizing damage to your property. If the water cannot be removed and the area dried promptly and efficiently, consider contacting a water extraction company for immediate action.

RESOURCES

For additional information, consult the mold and/or indoor air quality resources at the following:

Texas Department of Health
www.tdh.state.tx.us/beh/iaq/
1-800-572-5548

U.S. Environmental Protection Agency
www.epa.gov/iaq/
1-800-438-4318

Texas Department of Insurance
www.tdi.state.tx.us/commish/mold.html
1-800-252-3439

WHY ARE MOLDS A CONCERN?

Damage to the Home

It is common to find mold spores in the air inside homes, and on most surfaces including clothes, walls, and furniture. Most of the time mold spores found indoors come from outdoor sources. Routine cleaning of your home and furnishings helps keep these levels low. Cleaning small areas of visible mold, such as mold that may occur around your shower, is necessary to prevent unsanitary conditions.

The level of concern greatly increases when there are large amounts of active mold growth in your home. Large-scale mold problems are most likely to occur when there has been an on-going water leak, a flood, or very high levels of humidity in the home. Indoor mold growth may cause very high levels of airborne mold spores, which, in turn, may cause the spread of mold growth from the original source to other areas of the home where high moisture levels exist. Extensive mold growth can damage your home and belongings, such as carpets, sofas and cabinets. In time, unchecked mold growth can cause damage to the structural elements in your home. While there is no practical way to eliminate all mold and mold spores in the indoor environment, keeping your home clean and dry can prevent extensive mold growth and its related damage.

Health Effects

The vast majority of people are exposed to small amounts of mold or their spores on a daily basis without evident harm. However, mold growing inside a home is an unsanitary condition that may present potential health risks to occupants. Therefore, it is always best to identify and correct high moisture conditions quickly before mold grows and possible health problems develop.

Potential health effects produced by molds may include allergic, irritating, or toxigenic effects, and rarely, infection. Allergic reactions are generally the most common health effect. Typical symptoms (alone or in combination) reported by people living in moldy homes include:

- respiratory problems, such as wheezing, difficulty breathing, and shortness of breath
- sneezing and/or nasal congestion
- eye irritation (itching, burning, watery, or reddened eyes)
- coughing or throat irritation
- skin rashes or irritation
- headaches
- fatigue

The potential health effects depend on the amounts and types of mold present, the length and frequency of exposure, and the sensitivity and health condition of exposed individuals. While many people seldom experience ill effects from mold exposures, some may develop very serious illnesses. Some persons exposed to mold or mold spores may become sensitized and develop allergies to the mold or other health problems. Even "dead" mold (including spores and pieces of mold) may still cause allergy, irritation, or toxigenic reactions. Thus, killing mold without removing the residue may still be a health concern. Complete removal and thorough cleanup of mold is the safest solution.

Individuals at greater risk who may experience more severe symptoms or become ill more rapidly than others include:

- individuals with existing respiratory conditions, such as allergies, asthma, or chemical sensitivities
- individuals with weakened immune systems due to conditions such as HIV infection or cancer treatment
- infants and young children
- the elderly

Anyone with a health problem they believe may be due to mold exposure should consult a medical professional.

Aggieland Houses, 4121 Hwy 6 South College Station, TX 77845 Phone: **(979)314-4234** Fax: **(979)985-5596** **Residential Rental**
Melinda Pimentel Rueda
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Since you cannot remove all food sources for molds, it is important as a homeowner to take sensible precautions to prevent moisture from creating a breeding ground for mold.

MOISTURE CONTROL

- Maintain levels of humidity below 60% (preferably between 30% and 50%) by
  - venting bathrooms, dryers and other moisture-generating sources to the outside
    avoiding blockage of air conditioning vents
  - using air conditioners and de-humidifiers
  - increasing ventilation by installing additional crawlspace and attic vents, opening windows or installing an air-to-air heat exchanger
  - using exhaust fans when cooking, dishwashing and cleaning
  - avoiding the use of unvented heaters or high heat in confined areas
  - setting the air conditioning thermostat to "auto" to prevent circulation of humid air.
- Add insulation to reduce the potential for condensation on cold surfaces (windows, piping, exterior walls, roof or floors).
- Consider using moisture sensors that sound an audible alarm when a leak occurs.

OTHER PRECAUTIONS

- **Water Valve**-Make sure everyone in the household knows where the main valve is located and how to turn the water off.
- **Rain Gutters and Downspouts**-Direct rainwater away from your home. Keep gutters clear and make sure downspouts are long enough to effectively carry water away from your foundation. Gutters that are filled with leaves and other debris allow water to back up on the roof, which can result in water damage to eaves and roofing material.
- **Insulate Pipes and Outside Faucets**-Minimize the potential for water damage from frozen, broken pipes by insulating supply lines (in attic, crawlspaces and exterior walls), protecting exposed outdoor faucets, sealing gaps in exterior walls and maintaining adequate heat in your home.
- **Sump Pump**-The sump pump is the first line of defense in preventing water seepage into basements. Periodically check the sump and remove any debris that could clog the pump. Consider installing a battery-powered backup to protect your basement during power outages.
- **Don't block weep holes**-Weep holes are openings at the foundation level of a brick wall that allow moisture to escape from behind the wall. Do not close or block these openings.
- **Monitor Utility Bills**-An abnormally high water bill could signal a water leak.
- **Before You Travel**-Turn the water off at the main valve or at major appliances. While you are away, consider leaving a house key and contact information with a neighbor or trusted friend and ask the person to check the inside and outside of your home periodically while you are away.

PREVENTION

- Purchase paint with EPA approved mold inhibitors
- Clean bathrooms often with mold killing products and keep surfaces dry
- Do not carpet bathrooms, basements, kitchens or other areas prone to collect moisture
- Repair damages that could lead to water intrusion promptly and properly
- Ensure that the home has adequate ventilation, including exhaust fans in the kitchen and bathrooms

INSPECTION

Inspect your home regularly for the indications and sources of indoor moisture. Establish a maintenance schedule to check the following sources of water leaks on a regular basis. Contact a maintenance or service company with any questions or concerns.

- **Hot Water Heaters**- Over time, these appliances may rust or develop cracks, and the resulting leaks can be very costly. Check your water heater for rust and deterioration every year. Check the drain pan for water and ensure that the drain line for the overflow pan is not clogged. Drain and clean the water heater as recommended by the manufacturer.
- **A/C Drain Lines**-Damage can occur when the line that drains condensation from the evaporator coils becomes clogged and water overflows from the drip pan. To prevent this, periodically check the drip pan for water and consider an annual inspection or service call to reduce the buildup of algae and mold in the drain line.
- **Appliance Hoses**-Broken hoses are among the most common causes of water damage. Regularly inspect hoses and hose fittings on washing machines, icemakers and dishwashers for kinks, cracks, bulges or evidence of deterioration. Replace standard rubber washing machine hoses every two to five years, or more frequently if they are showing signs of water. Consider using steel-reinforced hoses for longer life.
- **Showers, Tubs, Sinks and Toilets**-Water that leaks from around bathtubs, showers, sinks and toilets can cause extensive damage because the leak is often hidden from view. To prevent leaks, m ake sure you have a continuous watertight seal of caulk around the edges of sinks, toilets, tubs and shower stalls. Cracks or mold on the caulk or on the grout at tiles on walls or shower floors may indicate that you do not have a watertight seal. Remove all caulk or grout, clean and dry the surface thoroughly, and apply fresh caulk. Do not apply new caulk or grout on top of the old materials.
- **Visible Piping**-Routinely check piping under cabinets and sinks for leaks, rust and evidence of deterioration.
- **Waste/Garbage Disposal System**-Routinely check for cracking or other sources of leaks in the waste disposal system.
- **Caulking around Windows, Doors, Penetrations and Cracks**-Windows and doors should have a continuous bead of caulk sealing them to the exterior surface of the home. Penetrations of the exterior walls by pipes, electrical conduit, phone or cable lines, and exhaust ducts should also be caulked. Cracks or mold on the caulk may indicate that you do not have a watertight seal. Remove all caulk, clean and dry the surface thoroughly, and apply fresh caulk. Do not apply new caulk on top of the old caulk.
- **Attic and Ceilings**-Routinely check for wet insulation and water stains.
- **Wallpaper**-Routinely check for bubbling and/or peeling, as well as pink or black stains.
- **Roofs**-Keep roofs free of debris that can damage roofing material and allow water to seep in. Trim tree branches to prevent them from rubbing and damaging the roof. Promptly repair missing or damaged shingles. Properly seal any cracks around chimneys, skylights and vents. Check metal flashing for holes, cracks or other damage. Replace flashing or use silicon caulk to seal any openings.
- **Landscape**-Yards should slope away from the house to prevent puddling near the foundation or under pier and beam houses.
- **Sprinklers and Irrigation System-**Do not allow sprinklers or sprinkler heads to soak the exterior of the home.
- **Check for evidence of water stains or odors, particularly after rains, on areas that could get wet.**

POTENTIAL SIGNS OF MOLD GROWTH

- Unexplained discoloration on any surface
- Musty odor
- Dark spots on or around vents
- Water stains anywhere
- Peeling or curling of vinyl floors or wallpaper

Published by
The Texas Department of Health
The Texas Department of Insurance

cb075.0602

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Residential Rental

TEXAS ASSOCIATION OF REALTORS®

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
OWNERS' Name			
Landlord	Date	Tenant	Date
Aggieland Houses			
Listing Broker/Agent or Property Manager	Date	Tenant	Date
Other Broker/Agent	Date	Tenant	Date

Aggieland Houses, 4121 Hwy 6 South College Station, TX 77845 Phone: **(979)314-4234** Fax: **(979)985-5596**
Melinda Pimentel Rueda

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TEXAS ASSOCIATION OF REALTORS®

POOL/SPA MAINTENANCE ADDENDUM

For use in the lease of single family residences only.

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

_____

A. MAINTENANCE: Tenant will: (i) maintain proper water heights in the pool spa at all times; (ii) empty and clean skimmers and pool sweeps at least once a week and more often if necessary; (iii) properly operate the pool equipment; and (iv) take necessary precautions to prevent the freezing of pipes, pool equipment, and pool water. Other maintenance, including periodic vacuuming, the application of appropriate chemicals, and equipment maintenance, will be performed as follows.

☐ (1) Landlord, at Landlord's expenses, is responsible for the other maintenance. Tenant will permit Landlord and Landlord's contractors reasonable access to the pool and spa and will remove, at appropriate times, any pet in the yard in which the pool or spa is located.

☐ (2) Tenant, at Tenant's expense, is responsible for the other maintenance.

☐ (3) Tenant will maintain in effect a regularly scheduled pool/spa maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____

☐ (4) _____

B. ENCLOSURE: Tenant will keep all pool enclosure and yard gates in good operable condition and closed at all times.

C. USE: Tenant must take reasonable action to; (i) prohibit children from using the pool or spa accessing the pool or spa area without an adult present; (ii) prohibit persons under the influence of drugs or alcohol from using the pool or spa; (iii) prohibit any glass containers or objects in or near the pool or spa; and (iv) prohibit any diving in the pool or spa.

D. RISK OF LOSS AND INSURANCE:

(1) **Tenant assumes all risk when Tenant or Tenant's guests use the pool or spa. Landlord and Landlord's agent are not liable for use of the pool or spa by Tenant or Tenant's guests.**

(2) At all times the lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect a public liability insurance policy in amount not less than $300,000.00 on an occurrence basis for losses related to the Property and pool and spa. Upon request, Tenant must provide Landlord a copy of an insurance certificate evidencing the required coverage. If Tenant fails to maintain the required insurance at all times the lease is in effect, Landlord may, in addition to Landlord's remedies under the lease, purchase insurance that will provide Landlord with the required level of coverage and Tenant must immediately reimburse Landlord for such expense.

_____
Landlord Date
OWNERS' Name

_____
Landlord Date
Aggieland Houses

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

By: _____
Printed Name: **James Glenn Murr**
Firm Name: _____

_____
Tenant Date

_____
Tenant Date

_____
Tenant Date

_____
Tenant Date

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TEXAS ASSOCIATION OF REALTORS®

PET AGREEMENT

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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

NOTICE: An assistance animal is not a pet. Do not use this agreement if animal is an assistance animal.

A. PET AUTHORIZATION AND PET DESCRIPTION:

(1) Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.

(2) Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? ☐ yes ☐ no Declawed? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? ☐ yes ☐ no Declawed? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? ☐ yes ☐ no Declawed? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Neutered? ☐ yes ☐ no Declawed? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no

_____

_____

B. CONSIDERATION: In consideration for Landlord's authorization for Tenant to keep the pet(s) described in Paragraph A on the Property, the parties agree to the following. *(Check any one or any combination of the following.)*

☒ (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord a pet deposit of $ _____ . The pet 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 pet is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.

☐ (2) The monthly rent in the lease is increased to $ _____ .

☐ (3) Tenant will, upon execution of this agreement, pay Landlord $ _____ as a one-time, non-refundable payment.

C. PET RULES: Tenant must:
(1) take all reasonable action to insure that any pet 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 pet;
(3) keep the rabies shots of any pet current;
(4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
(5) confine any pet other than a dog or cat in appropriate cages at all times;

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(6) promptly remove any pet 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 pet.

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

E. DISCLOSURE CONCERNING PETS:

(1) Is Tenant aware of whether any of the pets 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 pets 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 pet;
(b) any personal injuries to any person caused by any pet; and
(c) any damage to any person's property caused by any pet.
(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 carpets, doors, walls, drapes, wallpaper, windows, screens, 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 pet or Tenant.

H. DEFAULT: If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

I. SPECIAL PROVISIONS:

Landlord **OWNERS' Name**	Date	Tenant	Date
Landlord **Aggieland Houses**	Date	Tenant	Date
Or signed for Landlord under written property management agreement or power of attorney:		Tenant	Date
By: _____		Tenant	Date
Printed Name: **Melinda Jean Pimentel Rueda**			
Firm Name: _____			

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AGGIELAND HOUSES
MANAGEMENT AND LEASING

LANDLORD'S RULES AND REGULATIONS

Thank you for choosing Aggieland Houses! Please read the following guidelines; these policies have been made with consideration of both tenant and owner and will be enforced with fairness to all concerned. The comfort and convenience of all tenants is our primary concern.

Your lease is a legal, binding contract between you, the tenant, and the owner/landlord, which clearly spells out the conditions under which your home is rented. Please keep in mind that if the tenant fails to fulfill the lease obligations, we reserve the right to pursue legal action and report to credit agencies.

The "jointly and severally" clause means that everyone who signs the lease is responsible in full for any and all rents and damages. This means that any one resident can be held responsible for paying the entire rent and/or damages if one or more of the other residents move out before the completion of the lease.

Rules and Regulations:

1. Aggieland Houses normal business hours are Monday through Friday from 8:30 AM to 5:00 PM.
2. Rent is due on the 1st and considered late after the 3rd of the month (unless otherwise stated in Residential Lease). Rent can be paid one of the following ways:
   a. Resident Access Portal via www.aggielandhouses.com (Website malfunctions do not justify as an excuse for late rent.)
   b. Mailed to: 4121 SH-6 South, Ste. 210, College Station, TX 77845. 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).
   c. Dropped in person to office address at 4121 SH-6 South, Ste. 210, College Station, TX 77845 during normal business hours
   d. Placed in our drop box located at the South East corner of the building.
3. All repair requests shall be in writing to Aggieland Houses, with a detailed description of the problem. The request form can be found inside your Resident Access Portal under the tab Service Issues > Add Service Issue. Aggieland Houses will make every effort to resolve the request within 48hrs of notification. Non-emergency requests will be handled during business hours only. Only emergency repairs will be handled after business hours and on weekends.
4. EMERGENCY REPAIRS: An emergency is a situation that threatens immediate danger to the tenant or property. Examples include, but are not limited to: fire, water leaks, gas leaks, evidence of break- in/theft, broken door locks/inability to secure door. In the event of an emergency, you should first call 911 if appropriate, then call (979)314-4234 as soon as possible. Leave a message if no answer; we will be monitoring messages after hours and on weekends and will respond to emergencies. **Air conditioning and heat are not considered emergencies but will be handled with the utmost importance during business hours.**
5. Tenant, at Tenant's expense, shall be responsible for repair or maintenance functions to include but not limited to: 1) resetting of circuit breakers or fuses; 2) damage to doors, windows, or screens; 3) damage from windows or doors left open; 4) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling.
6. The property is accepted by tenant in "as is" condition. **Landlord will make every effort to paint, make repairs, and professionally clean before the tenant moves in, but tenant accepts that every speck of dust and dirt cannot be removed and there may be further cleaning needed to suit his/her desires. Any additional cleaning will be handled by the tenant and not at the expense of the owner or landlord.**
7. We do not require renter's insurance, but we STRONGLY RECOMMEND it. The owner's insurance does not cover

your personal property and Aggieland Houses will not reimburse you for damage/theft of your personal items.

8. Aggieland Houses will not reimburse Tenant for repairs performed and/or ordered by Tenant without prior written authorization.
9. Tenant is responsible for paying all utilities unless specifically indicated otherwise in the Residential Lease. All utilities must be connected for the full term of the lease. You must not allow utilities to be disconnected until the lease term has expired. If you delay getting utilities connected in your name by lease commencement or cause it to be transferred back into our name before the expiration of the lease, you'll be liable for a $25.00 charge, plus the actual or estimated cost of the utilities used while it should have been connected in your name.
10. No more than four unrelated residents will reside in a property zoned single-family as per city ordinance. Aggieland Houses assumes no responsibility for Tenant's failure to adhere to this ordinance.
11. Student tenants must give their intent to renew in writing before January 31st. If lease renewal is not signed by January 31st, property may begin to be shown to prospective tenants. Per Item 26. Special Provisions of the Lease Agreement.
12. Residents are responsible for any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bedbugs, unless otherwise required by law.
13. Cars and other vehicles must be parked on a paved surface and not on the grass or in the yard, as per city ordinance.
14. It is tenants' responsibility to research any and all HOA rules and regulations. Any fines assessed by HOA will be charged back to tenants.
15. All trash must be put in proper trash container or in plastic bag with a tie. Trash must not be placed on the porch, balcony, or landing for even a short period of time. Trashcans must be placed out on the curb on trash pickup day only and removed at the end of that day.
16. Tenant or tenant's guests will NOT SMOKE in the property or on the premises. A $100 fine will issued for violating this rule.
17. Tenant will not be allowed to paint walls.
18. Tenant, at the Tenant's expense, shall change the Air Conditioning/Heating filter at least monthly. Tenant is responsible for any damage to the HVAC system caused by the Tenant's negligence.

MOVING OUT:

Before moving out, please contact us for a cleanup checklist to ensure you cover all the necessary cleaning; checklists are made available by request only. A walk-through is optional, but recommended. If tenant opts for a walk-through, it must be during normal business hours, at least 24 hours before the lease expires and only after everything has been removed from the property. Walk-throughs will be done at property manager's availability. Waiting until the last minute cannot guarantee time for a walk-through.

1. Cleaning – It is very important that the property is fully cleaned upon move-out. If further cleaning is necessary, you will be charged all or a portion of the actual cost of cleaning.
2. Repairs – Tenants will be charged any and all repair costs not associated with normal wear and tear.
3. Painting - DO NOT TRY to do touch-up painting yourself unless you contact your landlord first and get approved paint colors. Invariably, if you don't talk to your landlord, they will have to re-paint what you did and you will end up paying for the painting twice!
4. **Carpets - Carpets will be commercially cleaned upon move-out and retained from the security deposit. You may arrange for your own professional cleaning, but must notify us at least two weeks prior to the scheduled checkout date and the contractor must be approved. You must provide a bona fide receipt and work must be completed satisfactorily.** If urine is found in the carpet, it will be replaced at the tenant's expense. Urine in the carpet is not cleanable; the carpet has to be removed/replaced and the sub-floor sealed and treated.
5. Deposit Return – Any remaining portion of the security deposit shall be mailed within 30 days of all tenants moving out and all tenants giving forwarding mailing addresses to Aggieland Houses. Deposit will be mailed to forwarding address of the first tenant listed on the lease contract with all names of tenants on the check. If no forwarding address is provided after 90 days from end of lease, then the deposit will be mailed to last known address with "please forward" on envelope. There will be a $50 charge to reissue checks.

Residents are held responsible for repairs related to excessive wear, abuse, neglect, and damages caused by themselves, guests, children, and/or pets. Aggieland Houses hires subcontractors for all necessary cleaning and repair

work. The invoices we receive from these subcontractors are what determine deposit deductions. If an invoice is not received prior to 30 days after move-out, or damage is too small to necessitate full replacement, the damage will be assessed and charged fairly according to a reasonable estimate.

Charges below are estimated charges of common items replaced during a make ready. *Prices are subject to change; to be used as a reference only.*

Blind replacement - $25 and up

Cleaning - $35/hour
Cleaning Extra: Hand wiping blinds - $25 minimum
Cleaning Extra: Inside cabinets/drawers/closets minimum
Cleaning Extra: Inside fridge and freezer - $25 minimum
Cleaning Extra: Inside oven - $25 minimum
Fill in hole(s) in yard - $35 and up
Filter - $15 minimum
Full paint - $800 and up
Interior door knob - $25 and up
Key replacement - $10 per key

Light bulbs - $5 minimum

Plumbing/Garbage disposal stoppages - $35 minimum
Removal of attached satellite dish - $150
Replace battery in smoke detector - $15 minimum
Replace interior door - $150 and up

Replace smoke detector - $30 minimum

Replace toilet paper holder - $20 minimum
Replace towel bar - $35 minimum
Sheet rock repair - $35 and up per patch
Touch up paint - $150 and up
Trash removal - $50 and up
Wall plates, electrical plates, door stops, etc. - $5 minimum

We have read and fully understand the above amendment.

_____	_____
Signature Date	Signature Date
_____	_____
Name	Name
_____	_____
Signature Date	Signature Date
_____	_____

AGGIELAND HOUSES
MANAGEMENT AND LEASING

MOVE-IN RULES & REGULATIONS

Office Address: 4121 SH-6 South, Ste. 200, College Station, TX 77845

Phone Numbers: Direct Line: 979-314-4234, Emergency: 979-314-4234

Office Hours: Monday through Friday 8:30AM – 5:00PM

RENT PAYMENT PROCEDURES

- **Rent Payments:** All rents are due and payable to **"Aggieland Houses"** on the 1ST of each month, and late after the 3RD. Weekends and Holidays will be backdated to the last business day. Rents must be received in our office by the 3RD, so please allow extra time for postal delays if you are sending your payment by mail. Rents may also be dropped in the drop slot on the South East corner of the building. **Please be sure to notate the address on all checks!**
- **NO CASH WILL BE ACCEPTED!** Personal check, money orders, cashiers' checks, or online payments are the only acceptable forms of payment. **Please be sure to notate the address on all checks!**
- **Late Fees:** If your bank refuses your check when we present it for payment, a $35 NSF fee will be charged regardless of the reason. In addition to the NSF fee, all applicable late fees will be charged as set forth in your lease.

KEYS

- **Key(s) will be issued to the Tenant(s) on the commencement date of the lease only after the rent and any other deposits are paid we receive proof of utility transfer.** If that date is on a weekend or holiday, tenants will be contacted with further instructions on times to pick up keys. The first tenant for the home to pick up keys will pick up all keys for home and it is their responsibility to distribute keys to all other tenants. **No keys will be handed out early, no exceptions.**
- **Locks:** All homes have been rekeyed before tenant has moved in. If tenant loses their key or needs to have locks rekeyed for any reason, tenant will be responsible for any and all charges associated. Change of locks on the home is not permitted. Only an Aggieland Houses representative can rekey/change locks on the home.
- **Bedroom knobs:** All bedrooms and bathrooms have privacy knobs on them. Tenant is NOT allowed to change knob without management consent. If lock is changed, tenant is required to provide management with a working key within 24 hours. Tenant will also be responsible for returning original lock back to door. If tenant fails to provide management with a key, the lock will be removed at tenant's expense.

MOVE-IN INVENTORY & CONDITION FORM (I&C)

- This form must be returned within 5 days of the lease commencement date.
- No move-in maintenance will be issued until the form is completed, except for emergencies.
- **The I&C form is not a maintenance request.** Upon move-out we use this form to determine tenant damages, if any.
- Be sure to label each room on the I&C. (Ex. Front right bedroom)
- Once I&C form has been turned in, tenant may request maintenance online via **ONE** work order for all items needing attention. Work will be performed in order of receipt and at owner discretion.

MAINTENANCE INFORMATION

- **Emergency repairs should be phoned in immediately** and followed up in writing via your Resident Access Portal.
- All repairs requests must be in writing - they must be input online at via your Resident Access Portal.
- Any damages to the property over and above normal wear and tear by a Tenant and/or a Tenant's guest must be paid to **Aggieland Houses** within 30 days of written notice.

- If a service call is made and there is no problem with the equipment in question, then the service call will be charged back to the Tenant.
- Management must authorize all repairs on the property. Tenant shall make **NO** repairs to the property.
- The Air Filter must be changed every 30 days. If air conditioning issues are reported and a certified HVAC technician reports that the system is faulty due to a dirty filter, the cost of that repair will be charged back to the tenants.
- All plumbing stoppages inside the home are tenant's responsibility. If plumbing stoppage is outside of home and linked back to the tenants, the cost of repair will be charged to the tenant.
- Plumbing stoppages includes, but is not limited to: garbage disposals, clogged sinks, clogged toilets, clogged bathtubs. Tenant should inspect all drains at move in to ensure they are free and clear of debris.

PETS

- **No animals allowed** unless authorized by a separate written animal agreement.
- You must provide, upon move-out, a receipt showing that your carpet was professionally steam cleaned and treated for fleas or it will be deducted from your security deposit.
- Pets are accepted on a case by case scenario. The owner has the final say if a pet will be allowed in the home.
- Pet deposit is $500 for the first pet and $200 for an additional pet. Only 2 pets allowed per property. Pet deposit is fully refundable minus damages to the property.
- If you bring an unauthorized animal into the unit you are leasing, you will be fined an initial $200 fine and $10 for every day the animal is or was there. **This applies to visiting animals as well**.

GENERAL INFORMATION

- Adding or removing roommates to the lease will be done only with the Property Manager's approval. Lease changes are subject to a management service fee. **No more than four unrelated residents will reside in a property zoned single-family as per city ordinance. Aggieland Houses assumes no responsibility for Tenant's failure to adhere to this ordinance.**
- **Insurance:** Tenants are not required to retain Renter's Insurance, though it is highly recommended that tenants do so. The property owner carries Fire and Casualty Insurance on the unit only and not the contents. The property owner assumes no liability and/or responsibility for fire, flooding, or other casualty damage to the property of Tenants.
- **Smoke Alarms:** Smoke alarms must be working at all times. The Tenant understands that if the smoke alarm is battery operated, it will be the Tenant's responsibility to ensure that the battery is in operating condition at all times. If after replacing the battery, the smoke alarm will not operate, tenant must inform Aggieland Houses immediately.
- **Emergency Maintenance:** Should you have a maintenance emergency after hours, you are encouraged to call and report the nature of your problem. **Per the Lease, emergencies are defined as those problems, which materially affect the health or safety of an ordinary Tenant and are not a condition that merely causes inconvenience or discomfort.** Although we realize that cooling/heating or other appliance malfunctions can be uncomfortable and inconvenient, they are not considered emergencies and are dispatched within a reasonable time. Again, management must authorize all work performed, Tenants will be liable for work initiated without proper approvals.
- **Inspections:** In order to preserve the property in good condition, we reserve the right to conduct inspections of the property at any time, with or without notice.

MOVE-OUT OR RENEWAL NOTICES

- Tenant(s) must give their intent to renew in writing and sign the lease extension per the lease agreement terms to have a priority over prospective tenants.
- When renting season approaches, we will be using your unit to show potential residents if you have decided to not renew your lease or we have given you a non-renewal notice.
- We will try to give you as much notice as possible for each time we plan to show your unit, though we reserve the right to show your unit without notice.
- Please expect agents to show your unit regularly until a new lease is signed.

SECURITY DEPOSIT REFUNDS

- All keys to the rental dwelling must be returned to **Aggieland Houses** and the property left clean.
- Remember that you are still in possession of the property and remain liable for all rent until keys are returned.
- We will use the **I&C Form** you completed to evaluate the move-out condition. Deductions may be made from your Security Deposit, as explained in your Lease.

- **Security Deposit** will be reconciled within 30 days of move out and all tenants providing management company with their forwarding addresses.
- A forwarding address MUST be provided at move out. If no forwarding address is provided in 90 days, the deposit will be mailed to the home tenant rented with "please forward" on the envelope. There will be a $50 charge to reissue security deposit checks.
- **Disputing the Security Deposit Refund Amount:** Within 10 days of receiving the security deposit refund or statement, which is presumed to be three days after the postmark date or upon actual receipt, whichever is earlier, the Tenants must dispute the security deposit refund or statement amount by sending a written letter to **Aggieland Houses** detailing the Tenants' specific objections to the security deposit refund or statement. **If the Tenants do not dispute the amount of the security deposit refund or statement in writing within 10 days, the Tenants hereby acknowledge and agree that they knowingly waive their right to dispute the amount of the security deposit refund or statement.**
- **Disputes received within 10 days of delivery will be carefully reviewed. Responses will be final, and no further disputes will be seen.**
- **Be sure to submit all evidence with original dispute.**
- **Only ONE dispute per home will be reviewed. Be sure to collectively dispute charges.**

MOVE-OUT

- **Tenants are required to keep utilities on until their move out date. Any utilities disconnected before move out date, will be charged back to tenants along with a $25 charge.**
- Your carpet has been professionally cleaned before your move in. You must have the carpet professionally cleaned upon vacating or you will be charged for carpet cleaning. An invoice from the company who did the work must be presented as proof of work done.
- It is recommended that tenant review the Cleaning Procedures at move out.
- ALL TRASH MUST BE TAKEN TO THE CURB. ANY TRASH LEFT ON PROPERTY, EVEN IF PILED BY TRASH CAN, WILL BE REMOVED AT TENANTS EXPENSE.

ATTENTION:

THERE ARE NO VERBAL AGREEMENTS MADE BETWEEN AGGIELAND HOUSES AND ITS OWNERS OR ITS TENANTS!

FOR EXAMPLE:
APPLIANCES INCLUDED WITH PROPERTY, ANIMALS, UTILITIES

WE HAVE READ AND AGREED TO ALL THE CONDITIONS AS STATED IN THESE MOVE-IN RULES AND REGULATIONS.

_____	_____
Signature Date	Signature Date
_____	_____
Name	Name
_____	_____
Signature Date	Signature Date
_____	_____

AGGIELAND HOUSES
MANAGEMENT AND LEASING

Cleaning Procedures Checklist

The following are some of the items that will be inspected after you move out. Please remember to refer to your Lease Agreement regarding Move-Out Procedures and Security Deposit deductions. This is only a guideline.

Kitchen:

- **Oven:** Clean inside of oven and broiler, oven racks, wipe down inside and out, remove cleaner residue.
- **Stove:** Clean top thoroughly. Don't forget drip pans and underside of cook top. Clean vent hood.
- **Refrigerator and Freezer:** Remove all food. Remove food bins and clean bottom; clean racks, bins, and door shelves. Clean top, front, and visible sides of refrigerator.
- **Dishwasher:** Clean all debris from inside and wipe down exterior. Run dishwasher on a full cycle with a little bleach to sterilize and remove minor stains.
- **Cabinets and Drawers:** Remove all food. Remove shelf paper. Wipe the insides of cabinets to remove dust and crumbs. Wipe down fronts of cabinets and drawers.
- **Counters:** Wipe down thoroughly. (Soft scrub works great on stains). Remove all grease spots. Do not use steel wool on countertops, as this might remove surface material.
- **Sinks:** Ensure sinks are free of dirt and stains. Ensure garbage disposal is in proper working order.
- **Lights:** Clean light fixtures and switches. Clear fixtures should be free of cleaner streaks and water spots. Clean outlets with a dry cloth. Ensure ALL (interior and exterior) lights are in working condition.
- **Walls:** Wipe any food particles and grease off walls. Sweep & remove any cobwebs.
- **Floors:** Sweep under and between appliances and cabinets. Mop floors thoroughly. Wipe down baseboards to remove dirt, hair, and residual grease.

Bedroom and Living Areas:

- Wipe down all shelves, including closet shelves and rods.
- Use glass cleaner on any mirrors and clean windows.
- Clear light fixtures/bulbs should be free of streaks and watermarks. Ensure all lights are in working condition.
- Wipe down ceiling fans to remove dust buildup, especially on fan blades.
- Dust corners for cobwebs.
- Clean all switch and outlet plates. Be careful!
- Wipe down mini-blinds to remove dust and dirt.

Bathrooms:

- **Tub/Shower:** Clean tile with non-abrasive cleaner. Scour tub. Wipe down outside of tub/shower. Clean sliding tracks for shower (if applicable). Remove mildew (Tilex works great). Wipe down all fixtures.
- **Toilet:** Clean and disinfect toilet bowl. Wipe down base, seat, top, and sides.
- **Cabinets and Drawers:** Remove any peeling shelf paper. Clean out and dust debris from cabinets and drawers. Wipe down exteriors of cabinets & drawers.
- **Counters:** wipe down thoroughly. Use non-abrasive cleaners.
- **Sink:** Scour sink and wipe down fixtures.
- **Walls:** Clean any debris from walls and doors. Dust for cobwebs.
- **Floors:** Sweep and mop all floors thoroughly. (Remember to get behind the toilet).

General:

- Wipe down all windowsills, baseboards, and woodwork.
- Remove dust and debris from sliding windows and door tracks.
- Remove ashes from fireplaces and wipe down fireplace area (if applicable).
- Clean all window glass and mirrors.
- Clean all light fixtures and decorative bulbs.
- Dust all surfaces to remove dust and cobwebs.
- Clean door facing and wipe down front and/or back doors.
- Mop/vacuum all floors.
- **Professionally steam all carpets. To verify service and expedite processing, please provide management with a copy of your receipt upon returning keys.**
- Replace A/C filter and smoke alarm batteries. Sweep out HVAC closets.
- Sweep patios/decks/porches and garage/carport/storage areas. Remove any oil spots from garage floors and driveway.
- Clean all switch plates, light switches, and electrical outlets.

Tenant understands that this checklist is to be used solely as a guideline. There are no expressed warranties that if everything is done on checklist that the tenant will receive their deposit back in full. This is a guideline to convey our idea of a clean and ready unit. This is only a guideline.

_____	_____
Signature Date	Signature Date
_____	_____
Name	Name
_____	_____
Signature Date	Signature Date
_____	_____

TEXAS ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE GUARANTY

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A. In consideration for Landlord leasing the Property to Tenant, the undersigned Guarantors guarantee the performance of all Tenants under the lease described below.

Landlord(s): _____
Tenant(s): _____
Property: _____
Commencement Date: _____ Expiration Date: _____ Monthly Rent: _____

B. If any Tenant fails to make any payment under the lease, Guarantors will, upon demand, make such payment to Landlord or Landlord's agent. Payments under the lease include but are not limited to rent, late charges, returned check charges, attorney's fees, repair costs, pet charges, utility charges, reimbursements to Landlord, maintenance charges, charges for property damage, and other costs or charges specified in the lease. If Tenant otherwise breaches the lease, Guarantors will, upon demand: (1) cure the breach as the lease may require of Tenant; or (2) compensate Landlord for Landlord's loss resulting from the breach.

C. This guaranty applies when the lease commences and continues until the lease ends, including any extension or renewal of the lease. ~~The last date on which the renewal of the lease will renew the obligation of Guarantors is _____. Guarantors understand that Guarantors are liable under any renewal of the lease that occurs on or before that date so long as the renewal involves Landlord and Tenant and the financial obligations of Guarantor are not increased. Guarantors waive any rights to receive notice of any acceptance, modification, amendment, extension, renewal, or breach of the lease other than as that notice may pertain to this paragraph.~~

D. Guarantors are jointly and severally liable for all provisions of this guaranty.

E. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the non-prevailing party.

F. Guarantors ☐ will ☒ will not submit (as Page 2 of this document) an application which authorizes Landlord or Landlord's agent to verify information related to Guarantors' creditworthiness.

G. Special Provisions:
Guarantors have already submitted an application which authorized Landlord or Landlord's agenty to verify information related to Guarantors' creditworthiness.

Guarantors may request a copy of the lease from the Tenant or the broker to the lease.

_____ _____
Guarantor's Signature Date Guarantor's Signature Date

Printed Name _____ Printed Name _____

Aggieland Houses, 4121 Hwy 6 South College Station, TX 77845 Phone: (979)314-4234 Fax: (979)985-5596 Residential Rental
Melinda Pimentel Rueda
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TEXAS ASSOCIATION OF REALTORS®

APPLICATION FOR GUARANTOR OF RESIDENTIAL LEASE

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This application relates to the following described lease:

Landlord(s): _____

Tenant(s): _____

Property: _____

Commencement Date: _____ Expiration Date: _____ Monthly Rent: _____

(1)Guarantor's name *(first, middle, last)*: _____

Address: _____

E-mail: _____ Home Phone: _____

Work Phone: _____ Mobile/Pager: _____

Soc. Sec. No.: _____ Driver License No.: _____ in _____ *(state)*

Date of Birth: _____ Height: _____ Weight: _____ Eye Color: _____

Hair Color: _____ Marital Status: _____ Citizenship: _____ *(country)*

Employer: _____

Employer's Address: _____

Supervisor's Name: _____ Phone: _____ Fax: _____

Start Date: _____ Gross Monthly Income: $ _____ Position: _____

(2)Guarantor's name *(first, middle, last)*: _____

Address: _____

E-mail: _____ Home Phone: _____

Work Phone: _____ Mobile/Pager: _____

Soc. Sec. No.: _____ Driver License No.: _____ in _____ *(state)*

Date of Birth: _____ Height: _____ Weight: _____ Eye Color: _____

Hair Color: _____ Marital Status: _____ Citizenship: _____ *(country)*

Employer: _____

Employer's Address: _____

Supervisor's Name: _____ Phone: _____ Fax: _____

Start Date: _____ Gross Monthly Income: $ _____ Position: _____

Guarantors submit the following non-refundable fee(s) for processing and reviewing this application:
$ _____ for (1) Guarantor and $ _____ for (2) Guarantor.

Guarantors authorize Landlord and Landlord's agents to obtain a copy of Guarantors' consumer or credit reports and to verify relevant information related to each Guarantor's creditworthiness from banks, creditors, employers, existing and previous landlords, and other persons.

Note: Landlord's broker maintains a privacy policy that is available upon request.

_____ _____

Guarantor's Signature Date Guarantor's Signature Date

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TEXAS ASSOCIATION OF REALTORS®

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. <u>All items are presumed to be in good condition unless noted otherwise</u>. 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. <u>Exterior Items</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
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? ☐ yes ☐ no Electrical Breakers Located? ☐ yes ☐ no

B. <u>Garage</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
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		

Aggieland Houses, 4121 Hwy 6 South College Station, TX 77845 Phone: **(979)314-4234** Fax: **(979)985-5596** **Residential Rental**
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	Move-In Comments	Landlord's Move-Out Comments
Door Locks & Knobs		
Flooring		
Light Fixtures		
Windows & Screens		
Window Latches		
Plugs & Switches		
Closet Shelves & Rods		
Other		

D. Living 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		
Drapes/Blinds/Shutters		
Plugs & Switches		
Cabinets		
Fireplace		
Other		

E. Dining 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		
Drapes/Blinds/Shutters		
Plugs & Switches		
Cabinets		
Other		

F. Kitchen & Breakfast	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		
Drapes/Blinds/Shutters		
Plugs & Switches		
Pantry & Shelves		
Cabinets & Handles		
Drawers & Handles		
Countertops		
Range/Cooktop		

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	Move-In Comments	Landlord's Move-Out Comments
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		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Fireplace/Logs/Equip.		
Other		

I. Master 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		
Drapes/Blinds/Shutters		

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	Move-In Comments	Landlord's Move-Out Comments
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

J. Master 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		
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		

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		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

L. Bedroom (3)	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		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

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M. Bedroom (4)	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		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

N. Bathroom (2)	Move-In Comments	Landlord's Move-Out Comments
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. Bathroom (3)	Move-In Comments	Landlord's Move-Out Comments
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		

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

Q. Other	Move-In Comments	Landlord's Move-Out Comments
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:	Received	Returned		Received	Returned
Door keys:			Garage Door Remotes:		
Mailbox keys:			Laundry Room Keys:		
Security Cards:			Recreational Facilities Keys/Cards:		

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 Tenant Date
Ph: (h) _____ (mb) _____ Ph: (h) _____ (mb) _____
E-mail: _____ E-mail: _____

_____ _____
Tenant Date Tenant Date
Ph: (h) _____ (mb) _____ Ph: (h) _____ (mb) _____
E-mail: _____ E-mail: _____

For Landlord's Use: This form was received by Landlord on _____ *(date)*
_____ *(Landlord's or Manager's signature)*

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