

**Texas Residential Lease Agreement**

**THIS LEASE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Haase Properties LLC** (hereinafter referred to as "Landlord") and \_\_\_\_\_ (hereinafter referred to as "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the fee owner of certain real property being, lying and situated in **Bell County, Texas**, such real property having a street address of \_\_\_\_\_ (hereinafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

**WHEREAS**, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** This Agreement shall commence on \_\_\_\_\_ ("Commencement Date").

**A. Month-to-Month:** This Agreement shall continue as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date.

**B. Lease:** This Agreement shall continue as a lease for term. The termination date shall be on \_\_\_\_\_ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; (ii) local rent control law mandates extension of the tenancy; or (iii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in paragraph 1A. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2. **RENT.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord \_\_\_\_\_ per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period. Partial payment will **NOT** be accepted.

Acceptable forms of payment of Rent to Landlord shall be: personal check, money order, cashier's check, cash, or electronic transfer. Payment shall be made to Landlord under the following name and address: **Haase Properties LLC, 1016 S 37th St, Temple, TX 76504.**

In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check.

3. **SECURITY DEPOSIT.** The following terms set forth the understanding between Landlord and Tenant regarding the security deposit funds, interest accrued on those funds, the refunding of the security deposit, notices under Texas law concerning security deposits, and permitted deductions under this Agreement.
- A. SECURITY DEPOSIT AND REPLENISHMENT.** Upon the execution of this Agreement by Landlord and Tenant, Tenant shall deposit with Landlord the sum of \_\_\_\_\_, receipt of which is hereby acknowledged by Landlord, as a Security Deposit for any damage caused to the Premises during the term hereof. "Security Deposit" has the meaning assigned to that term in §92.102 of the Texas Property Code. In the event that Landlord shall at any time apply any of such Security Deposit to cover unpaid rent, the late fee, costs to repair damage caused to the Premises, or any other fees or charges owed by Tenant under this Agreement, then, upon the request of Landlord to Tenant specifying the amount so applied, Tenant shall immediately deposit with Landlord, as an additional security deposit, the amount so applied, so that the security deposit held by Landlord shall at all times during the term hereof be equal to the aforementioned amount specified in this section.
- B. INTEREST.** Landlord shall pay no interest to Tenant for 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.
- C. REFUND.** Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit.
- D. NOTICES ABOUT SECURITY DEPOSITS.**
- §92.108, Texas 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.
  - If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten (10) days after Landlord makes written demand.
  - Bad faith violations of §92.108 may subject a tenant to liability up to three (3) times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
  - 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 thirty (30) days in which to account.
4. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, an initial "late fee" in the amount of **TWENTY-FIVE DOLLARS (\$25) per day for up to two (2) days. After two days, eviction proceedings will begin.**
5. **UNLAWFUL EARLY MOVE-OUT AND RELETTING CHARGE.**
- A. YOUR RESPONSIBILITY.** You'll be liable for a reletting charge of \$\_\_\_\_\_ (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.
- B. NOT A RELEASE.** The reletting charge is neither a Lease cancellation nor a buyout fee. It is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing dwellings, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.
6. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises. **Utilities must be changed to tenants account within 7 days of signed agreement.**
7. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of \_\_\_\_\_, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are

guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

8. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
9. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
10. **CONDITION OF THE PREMISES AND ALTERATIONS.**
  - A. **AS-IS. WE DISCLAIM ALL IMPLIED WARRANTIES.** You accept the dwelling, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage, sign the form, and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.
  - B. **STANDARDS AND IMPROVEMENTS.** You must use customary diligence in maintaining the dwelling and not damaging or littering the outside areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if done by a licensed professional, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (made with or without our consent) become ours unless we agree otherwise in writing.
  - C. **FAIR HOUSING.** We are committed to the principles of fair housing. In accordance with fair-housing laws, we'll make reasonable accommodations to our rules, policies, practices, or services. We'll allow reasonable modifications under these laws to give disabled persons access to and use of the dwelling. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.
11. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
12. **RESPONSIBILITIES OF LANDLORD.** Landlord shall act with customary diligence to: maintain fixtures, hot water, heating, and A/C equipment; substantially comply with all applicable laws regarding safety, sanitation, and fair housing; keep common areas reasonably clean (if any, and if Landlord is the proprietor of any such common areas); and make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable. If Landlord fails to act as required under this Paragraph, Tenant may potentially terminate this Agreement and exercise the remedies described in Texas Property Code Section 92.056 by following this procedure: (a) provided that the rent is not currently delinquent, Tenant shall make a written request for repair or remedy of the condition, and upon receipt of the request, Landlord shall have a reasonable time for repair or remedy; (b) if Landlord fails to repair or remedy, Tenant must make a second written request for the repair or remedy (to make sure Landlord and Tenant have not miscommunicated), after which Landlord shall have a reasonable time for the repair or remedy; and (c) if Landlord still does not repair or remedy within that reasonable time period, then by giving Landlord a final written notice,

Tenant may immediately terminate this Agreement. Tenant may also exercise other statutory remedies, including those under Texas Property Code Section 92.0561.

Instead of providing the two written requests described in the preceding paragraph, Tenant may provide Landlord with one request, provided that Tenant transmits such notice to Landlord by certified mail, return receipt requested, or by registered mail, to the address specified in Paragraph

32. After Landlord receives such request, Landlord shall have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of labor, materials, and utilities. Tenant's rent is required to be current at the time of the request. Landlord shall refund security deposits and prorated rent as required under law.

13. **TENANT MAINTENANCE RESPONSIBILITIES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - C. Not obstruct or cover the windows or doors;
  - D. Not leave windows or doors in an open position during any inclement weather;
  - E. Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - F. Not cause or permit any locks or hooks to be placed or change on any door or window without the prior written consent of Landlord;
  - G. Replace furnace filters every 3 months with pleated filter. Any furnace or air conditioner damage caused by lack of filter replacement will be fixed at tenant's expense;**
  - H. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any grease, sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - I. Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
  - J. Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other residents;
  - K. Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
  - L. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
  - M. Not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
  - N. Request general outdoor insecticide treatment from Landlord no more than every 3 months for infestations. Infestations that begin after move in and not remedied by general insecticide treatment will be tenant's responsibility.**
  - O. Mow and maintain lawn and all plants, trees, shrubs, etc. Any changes to existing landscaping must be approved by Landlord.**
  - P. Replace wear items such as lightbulbs and batteries in smoke detectors and door bells.**
14. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall

then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

15. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the dwelling at reasonable times for reasonable business purposes. If nobody is in the dwelling, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the dwelling immediately after the entry
16. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.
17. **INSURANCE.** Our insurance does NOT cover the loss of or damage to your personal property. You are not required to obtain renters insurance but it is strongly recommended. Renters insurance covers losses due to theft, fire, water, pipe leaks, and similar occurrences.
18. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
19. **ANIMALS.** Tenant shall not be entitled to keep animals on the premises unless rental agreement is accompanied by a pet agreement amendment.
20. **SMOKING.** Smoking is not permitted in the rental unit. Smoking is allowed in all areas outside of the rental unit. All smoking waste must be disposed of properly including but not limited to cigarette butts, cigar ends and pipe tobacco. E-Cigarettes are not prohibited by this clause.
21. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
22. **DEFAULT.**
  - A. **ACTS OF DEFAULT.** You'll be in default if: (A) you don't timely pay rent or other amounts you owe; **See Section 4;** (B) you or any guest or occupant violates this Lease, our rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the dwelling; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) you are found to have any illegal drugs or paraphernalia in your dwelling; or (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government.
  - B. **EVICITION.** If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate. Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery at the dwelling to any occupant over 16 years old; or (E) affixing the notice to the inside of the dwelling's main entry door. Notice by mail will be considered delivered on the earlier of actual delivery, or 3 days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a later reletting doesn't release you from liability for future rent or other Lease obligations. **After giving notice to vacate or filing an eviction**

**suit, we may still accept rent or other sums due;** the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, to past or future rent or other sums, or to our continuing with eviction proceedings. **If eviction proceedings are halted and tenants remain in dwelling, tenants are responsible for any fees associated with halted eviction proceedings. If eviction proceeds, all fees are the tenants responsibility.**

**C. ACCELERATION.** Unless we elect not to accelerate rent, all monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**D. HOLDOVER.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move out date agreed to by the parties in writing). If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) **rent for the holdover period will be increased by 25% over the then-existing rent, without notice;** (C) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease of a new resident who can't occupy because of the holdover; and (D) at our option, we may extend the Lease term—for up to one month from the date of notice of Lease extension— by delivering written notice to you or your dwelling while you continue to hold over.

**E. OTHER REMEDIES.** We may report unpaid amounts to credit agencies. If we or a third-party debt collector we use tries to collect any money you owe us, you agree that we or the debt collector may call you on your cellphone and may use an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockout under Texas Property Code sec. 92.0081, except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations. A prevailing party may recover reasonable attorney's fees and all other litigation costs from the non-prevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. You agree that late charges are liquidated damages representing a reasonable estimate of the value of our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline.

### 23. CONTRACTUAL LIEN AND PROPERTY LEFT IN DWELLING.

**A. LIEN AGAINST YOUR PROPERTY FOR RENT.** All property in the dwelling (unless exempt under Texas Property Code sec. 54.042) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Texas Government Code sec. 2306.6738, for owners supported by housing-tax-credit allocations). For this purpose, "dwelling" excludes outside areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

**B. REMOVAL AFTER WE EXERCISE LIEN FOR RENT.** If your rent is delinquent, our representative may peacefully enter the dwelling and remove and/or store all property subject to lien. All property in the dwelling is presumed to be yours unless proved otherwise. After the property is removed, a written notice of entry must be left in a conspicuous place in the dwelling—including a list of items removed, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid.

**C. REMOVAL AFTER SURRENDER, ABANDONMENT, OR EVICTION.** We, or law officers, may remove or store all property remaining in the dwelling or in outside areas (including any vehicles you or any occupant or guest owns or uses) if you're judicially evicted or if you surrender or abandon the dwelling.

#### **D. STORAGE.**

- **NO DUTY.** We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the dwelling.
- **NO LIABILITY.** We're not liable for casualty, loss, damage, or theft, except for property removed under a

contractual lien.

- **CHARGES YOU PAY.** You must pay reasonable charges for our packing, removing, storing, and selling of any property.
- **OUR LIEN.** We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

#### **E. REDEMPTION.**

- **PROPERTY ON WHICH WE HAVE A LIEN.** If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Disposition or Sale, Sale or Property Section, is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.
- **PROPERTY REMOVED AFTER SURRENDER, ABANDONMENT, OR JUDICIAL EVICTION.** If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage charges, damages, etc.
- **PLACE AND PAYMENT FOR RETURN.** We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check.

#### **F. DISPOSITION OR SALE.**

- **OUR OPTIONS.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all personal property that is: (1) left in the dwelling after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.
- **ANIMALS.** An animal removed after surrender, abandonment, or eviction may be kenneled or turned over to a local authority, humane society, or rescue organization.
- **SALE OR PROPERTY.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
25. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.
27. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
33. **INDEMNIFICATION.** LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.
34. **EMERGENCY PHONE NUMBER.** In the event of an emergency related to a condition of the Premises that materially affects the physical health or safety of the Tenant, the Tenant may report the emergency by calling the following phone number: Carolina Haase - 254-718-0725 or Ryan Haase - 616-402-1354

35. **ADDITIONAL PROVISIONS; DISCLOSURES.**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

As to Landlord this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LANDLORD ("Landlord"):

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

As to Tenant, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TENANT ("Tenant"):

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

TENANT:

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

TENANT:

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

TENANT:

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

Keys Provided: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_