

**RESIDENTIAL LEASE AGREEMENT – VISTAS SAN MARCOS**

DATE OF LEASE: \_\_\_\_\_

LANDLORD: **DDELTA, LLC**

TENANT: \_\_\_\_\_

LANDLORD agrees to rent and TENANT accepts this LEASE on the following Conditions:  
THIS IS A JOINT AND SEVERAL LEASE WITH INDIVIDUAL RENT RESPONSIBILITY. All TENANTS in the UNIT are jointly responsible for all obligations under this LEASE except for RENT, the SECURITY DEPOSIT amount (if required) and any Fees which are the individual responsibility of each TENANT.

**1. PROPERTY AND OCCUPANTS.**

LANDLORD agrees to rent to TENANT the following UNIT at:

a) PROPERTY: VISTAS SAN MARCOS (also referred to in this Lease as the "Apartment Community")

b) UNIT: TENANT'S specific Building, UNIT and Bedroom will be assigned to TENANT by LANDLORD prior to the beginning of the TERM listed in **Paragraph 2.**

c) ADDRESS OF PROPERTY:  
401 North Fredericksburg Street  
San Marcos, TX 78666

UNIT #: \_\_\_\_\_

Bedroom (A, B, C, D, E, Loft) \_\_\_\_\_ which is a

- private bathroom OR
- shared bathroom

accommodation in a \_\_\_\_\_ bedroom \_\_\_\_\_ bathroom

UNIT in floor plan type \_\_\_\_\_

located within the Apartment Community at the address listed above.

The UNIT will be

- Furnished OR
- Unfurnished

The UNIT will be used as a private residence and for no other purpose.

LANDLORD has the right to relocate TENANT from one Bedroom to another or even to another Bedroom in a different UNIT within the Apartment Community during the term of this Lease.

d) OCCUPANTS: The Bedroom will be occupied only by TENANT and (list all other occupants not signing this LEASE or another LEASE within the Bedroom):  
\_\_\_\_\_  
\_\_\_\_\_

No one else may occupy the Bedroom. Persons not listed above must not stay in the Bedroom for more than two consecutive days without LANDLORD'S prior written consent, and no more than four days in any one calendar month. TENANT hereby agrees that LANDLORD may share TENANT'S name and contact information with Roommates prior to commencement of the TERM.

If TENANT allows another person to occupy any unrented/vacant bed space in the UNIT, TENANT will be responsible for the RENT for that bed space. TENANT will be responsible for all costs associated with returning the unrented/vacant bed space to its original condition. LANDLORD has the right, when any bed space within the UNIT is unoccupied, to place a new tenant in the unoccupied bed space unless TENANT and all other TENANTS in the UNIT agree to pay LANDLORD, as part of TENANT'S reserve RENT, the RENT and other charges that would be charged for such bed space if occupied

Roommate compatibility is not guaranteed. The fact that TENANT and TENANT'S roommates may be in conflict with each other will not result in any termination of this LEASE.

The LANDLORD may enter the common area of the UNIT to show the unoccupied bedroom and common areas to leasing prospects without notice to the TENANT.

The portions of the PROPERTY and UNIT leased to Tenant are defined as including each of the following:

- (1) TENANT'S use of the assigned Bedroom in the UNIT.
- (2) Together with the other tenants of the UNIT, TENANT'S shared use of the Common Areas in the UNIT and the Apartment Community (for purposes of this LEASE, "Common Areas" are those areas within the UNIT to which TENANT has access without going into another Bedroom and, within the Apartment Community, those areas to which all tenants have general access);
- (3) TENANT'S use (shared with other tenants in the Unit, if applicable) of all appliances within the Common Areas of the UNIT; and
- (4) If Bedroom or UNIT is furnished: TENANT'S sole (if Bedroom is Private) or shared (if Bedroom is Shared) use of TENANT'S furniture within TENANT'S Bedroom; and TENANT'S shared use of all furniture within the Common Areas of the UNIT; and
- (5) TENANT'S shared use of the mailbox assigned to TENANT by LANDLORD. If the Postmaster serving the Apartment Community has instituted or begins instituting during this LEASE "single drop delivery", LANDLORD will place TENANT'S mail in the mail box, but shall have no liability for misdelivery, delays in delivery and/or failure of delivery.
- (6) TENANT'S shared use of all Common Areas, amenities, and grounds of the Apartment Community at the address listed in **Paragraph 1.**

**2. TERM.**

The term of this LEASE shall commence at Noon on  
MONTH: August DAY: 15 YEAR: 2013

The term of this LEASE shall end at Noon on  
MONTH: July DAY: 31 YEAR: 2014

Such period of time is referred to as the "TERM."

**3. RENT.**

Payment must be made without demand in advance of each month:  
at the on-site manager's office or  
through LANDLORD'S online payment site

Total RENT due for this TERM is

\$ \_\_\_\_\_.

RENT will be due in twelve (12) equal installments of

\$ \_\_\_\_\_ per month. There are no prorated RENT amounts under this LEASE. TENANT must also pay additional charges as identified in this LEASE when due. The first RENT payment is due on August 1<sup>st</sup> – prior to the lease commencement date. All subsequent payments of RENT must be paid on or before the first day of each and every calendar month during the TERM. If TENANT does not pay the first month's RENT on or before August 1<sup>st</sup>, all RENT for the entire TERM will be automatically accelerated and immediately due and payable in full. If TENANT does not pay any subsequent installment of RENT on or before the first day of the applicable calendar month, all RENT for the entire remaining balance of the TERM, at LANDLORD's option, may be accelerated and immediately due and payable in full.

*TENANT shall not pay RENT or additional charges in cash without LANDLORD'S prior written permission. TENANT must not withhold or offset RENT unless authorized by statute.* LANDLORD may, at LANDLORD'S option, require at any time that TENANT pay all RENT and other sums in cash, certified or cashier's check, money order, credit card, or one monthly check rather than multiple checks. **If TENANT does not pay all RENT on or before the 3<sup>rd</sup> day of the month, TENANT shall pay an initial late charge of \$55 plus a late charge of \$10 per day after that date until the entire outstanding balance is paid in full.** On the beginning of the fourth day of the month,

LANDLORD will impose late fees. TENANT shall also pay a charge of \$35 for each returned check or rejected automatic electronic draft, plus initial and daily late charges until LANDLORD has received acceptable payment. Daily late charges will not exceed 15 days for any single month's RENT. If TENANT does not pay RENT on time, TENANT will be in default and all remedies under state law and this LEASE will be available to LANDLORD.

**4. RENTAL PAYMENTS.**

a) RENT is due on the applicable due dates listed in **Paragraph 3** and TENANT must pay RENT on the due dates listed in **Paragraph 3** without prior notice or demand from LANDLORD.

b) RENT will not be considered late if it is received by LANDLORD by the 3rd day of the month in which it is due.

c) TENANT must pay full RENT when due and may not deduct funds from rental payments for any reason, unless otherwise allowed by law. LANDLORD may first apply payment(s) towards any outstanding balances due, such as, but not limited to delinquencies, prior balances, maintenance and/or damage charges, additional charges and lockout fees before crediting such payment to the current RENT.

d) TENANT may NOT pay RENT in cash without prior written permission from LANDLORD. TENANT must pay RENT by check or money order, online payment, or as otherwise agreed by LANDLORD in writing. If LANDLORD agrees to accept RENT in any other form than check or money order, a convenience fee will be added to the amount due. The convenience fee may change during the lease TERM. LANDLORD is not required to provide a receipt for payments made by check or money order and evidence of such payments shall be maintained by TENANT. Currently the convenience fees for paying online are set dependent on payment type as follows:

- a) \$24.95 per charge for VISA payments.
- b) 2.95% of MasterCard payments + \$2.50.
- c) \$1.95 for one-time e-check payments.
- d) \$1.00 per month for recurring e-checks.

These convenience fees are subject to change at any time.

e) Any accord, satisfaction, conditions or limitations noted by TENANT on or in any payment shall be null and void.

f) Without being required to do so, LANDLORD can accept partial payment of RENT along with a signed copy of a Partial Payment Agreement containing terms acceptable to LANDLORD, but LANDLORD does not waive LANDLORD'S rights in such circumstance to collect and enforce the payment of the remainder of such RENT.

TENANT is liable for all costs or charges associated with LANDLORD having to provide special services (unless required by law) to TENANT or at TENANT'S request and for all fees or fines as described in Rules and Regulations. . Unless required by law, the provision of any special services shall be at Landlord's sole and absolute discretion.

**5. SECURITY DEPOSIT AMOUNT.**

The SECURITY DEPOSIT is \$250.00. The SECURITY DEPOSIT must be paid on or before the date this LEASE is signed. This amount does NOT include any animal deposit if applicable.

**6. FEES.**

In addition to paying RENT and all other charges due under this Lease, TENANT agrees to pay LANDLORD the following fees and charges (list number of each in space below)

\_\_\_\_\_ Application Fee                          \$50.00     /Lease

\_\_\_\_\_ Administrative Fee                      \_\_\_\_\_ /Lease

\_\_\_\_\_ Other Fee (describe below) \$ \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_

**7. PLACE AND NAME OF PAYMENTS.**

RENT payments are to be made payable to VISTAS SAN

MARCOS. Unless electronic payment arrangements are made, RENT must be paid to LANDLORD at the following address:

**Vistas San Marcos**  
401 North Fredericksburg Lane  
Attn: Leasing Office  
San Marcos, TX 78666

**8. RETURNED CHECKS.**

If TENANT'S check is returned by the bank, TENANT:

- a) shall pay a charge of \$35.00 as Additional RENT;
- b) shall pay late charges retroactive to the due date listed in **Paragraph 3**; and
- c) will be in violation of the LEASE for failing to pay the RENT on time, unless the fee and any late RENT charges are paid within the notice requirements of Texas law.

If two (2) of TENANT'S personal checks are returned to LANDLORD, LANDLORD will require that all sums from TENANT be payable to LANDLORD in either certified or cashier's check or money order **during the remaining balance of the TERM.**

**9. PARENTAL GUARANTEE.**

Each TENANT listed on **Page 1** of this LEASE must provide LANDLORD a legally binding parental or sponsor's GUARANTEE in a form acceptable to LANDLORD in LANDLORD'S sole and absolute discretion. The GUARANTEE for each TENANT must be delivered to LANDLORD within 7 days of TENANT signing this LEASE. LANDLORD may cancel this LEASE at anytime thereafter, if TENANT does not provide the GUARANTEE to LANDLORD. TENANT will not be allowed to move-in without a complete LEASE file including the GUARANTEE. If TENANT does not have a signed GUARANTEE form, TENANT is still liable for all LEASE payments for the TERM. **It is the LANDLORD'S option as to whether to accept the GUARANTEE or not. It is not the option of the TENANT as to whether or not to have the GUARANTEE completed and returned to LANDLORD.**

**10. MEALS.**

Meals are not offered at the PROPERTY.

**11. TENANT'S UNIVERSITY.**

TENANT'S UNIVERSITY shall mean any of the following institutions in which TENANT is either enrolled currently or attempting to enroll: Texas State, Austin Community College.

**12. RIGHT TO TERMINATE LEASE.**

See Paragraphs 40 and 41.

**13. NOTICES.**

LANDLORD and TENANT must send all notices by pre-paid postage via certified or registered mail or via hand delivery (hand delivery shall include delivery by LANDLORD of the notice to the UNIT or in the TENANT mailbox or delivery to the Management Office by TENANT). Notice is given when notice is mailed or hand delivered.

TENANT must send or hand deliver notices to LANDLORD at the address listed in **Paragraph 7** of this LEASE. LANDLORD must send or hand-deliver notices to TENANT at TENANT'S UNIT or mailbox.

**14. UTILITIES.**

a) LANDLORD will supply and pay for the following utilities / services:

- Basic Cable Television
- Internet Service
- Trash

NOTE: TENANT agrees to use utilities in a careful and conservative manner. TENANT is responsible for all other utilities including (but not limited to): water, waste water, electricity, gas, and phone.

b) At the end of the LEASE, TENANT must provide

LANDLORD with satisfactory proof that all utilities, if any, billed to TENANT have been paid in full. LANDLORD does not have to return any SECURITY DEPOSIT to TENANT until TENANT gives LANDLORD proof that TENANT has paid all utilities, and may at its option apply the SECURITY DEPOSIT to any outstanding utility charges. **TENANT must keep electric service in TENANT'S name for four (4) days following the end of the TERM.**

c) LANDLORD agrees to furnish trash removal at specific locations throughout the PROPERTY (this does NOT include door-to-door trash pickup), basic cable television, and internet service for the UNIT. Internet service will be provided by LANDLORD in each bedroom through an arrangement with an outsourced service provider. If TENANT desires additional cable channels, they will be at TENANT'S expense and TENANT must contact the appropriate utility service provider. The gas, water and sewer service will be arranged by LANDLORD and the cost thereof will be allocated according to the total number of tenants engaged in lease contracts at the PROPERTY and charged to each tenant individually. TENANT will be required to pay those utilities directly to LANDLORD'S office during the TERM. TENANT must arrange for and place electric service in TENANT'S name and usage will be sub-metered by the electric service provider and billed to the UNIT. TENANT will be responsible for payment directly to the service provider. If TENANT fails to place electric service in TENANT'S name and is billed to LANDLORD, LANDLORD will invoice TENANT for utility services used plus a 15% administrative fee.

d) **INTERNET & TELEVISION SERVICE**

**Telecommunications Services**

LANDLORD is providing basic internet and basic television service to TENANT. This service includes television service and high speed broadband available in select locations throughout the building. Service is subject to Network Access, Acceptable Use and Performance Level terms (see below). If TENANT wants additional television channels, voice service or additional internet capacity, they will be at TENANT'S expense and TENANT must make arrangements through the LANDLORD approved provider. These additional services not paid by LANDLORD must remain on and paid for by TENANT, in TENANT'S names, through their contracted ending date regardless of whether TENANT has vacated.

LANDLORD will not be liable for any interruption, surge, or failure of telecommunications services (including internet access, television service and voice service) to the UNIT or any damage directly or indirectly caused by the interruption, surge or failure. TENANT hereby releases LANDLORD from any and all such claims and waives any claims due to such outages, interruptions, or fluctuations.

**Network Access**

TENANT may find it necessary to purchase a network interface card, wireless PC card or other hardware in order to connect to the internet service. LANDLORD is not responsible for the purchase of these items and LANDLORD cannot guarantee compatibility with any device TENANT may have. The computer and network card must have software installed that supports the Internet Protocol commonly referred to as TCP/IP. Any conflicts between the software compatibility of the network and the TENANT'S computer operating system or any other feature will be the responsibility of the TENANT to resolve. LANDLORD will not be responsible for software issues related to the user's personal computer.

**Acceptable Use**

Internet services, equipment, wiring and/or jacks may not be tampered with or modified. Internet users shall not setup, host or maintain "server" type services.

The Internet may be used for only legal purposes and to access only those systems, software and data for which the user is authorized. Sharing access to copyrighted material on the network is prohibited. Be advised that LANDLORD and LANDLORD-approved providers will cooperate fully with any law enforcement agency or official in the disclosure of all pertinent information pertaining to any investigation or prosecution of illegal conduct by an individual or UNIT where access of the Internet services were obtained. Tenant consents to any and all such disclosures.

All users of the Internet are advised to consider the open nature of information disseminated electronically, and should not assume any degree of privacy or restricted access to such information. LANDLORD and LANDLORD-approved providers strive to provide the highest degree of security for transferring data, but cannot be held responsible if these measures are circumvented and information is intercepted, copied, read, forged, destroyed or misused by others.

**Performance Levels**

Many factors affect the speed of access to the Internet. Internet users are not guaranteed the maximum service performance

(throughput speed) levels but reasonable efforts will be made to ensure the highest possible quality of service is delivered. Internet users understand that any content that they may access may be subjected to "caching". Simultaneous use of bandwidth applications (e.g.: streaming media) by multiple users may result in a user experience that is slower when compared to single user.

Reasonable efforts will be made to ensure availability of the Internet services to users. Service outages for routine maintenance, equipment or service failures, or emergency servicing will happen over the course of the year and LANDLORD shall have no liability for any outages.

**15. CONDITION OF UNIT.**

TENANT accepts the UNIT and PROPERTY in its present condition and designates it fit and habitable. Within 48 hours of taking possession of the UNIT, TENANT must inspect the UNIT and provide LANDLORD a list of any defects or damages to the UNIT by completing a Move-in Condition Form. As part of this list, TENANT must test all smoke detectors. The purpose of the list is to document the condition of the UNIT at the time the TERM of the LEASE commences. Any items not identified by TENANT shall be deemed in good condition.

The list should be delivered to the LANDLORD at the address listed in **Paragraph 7**. TENANT should keep a copy of the list signed by LANDLORD or LANDLORD'S representative. If LANDLORD receives no list within the time given, TENANT acknowledges that there are no defects or damages. The UNIT must be returned to LANDLORD in the same condition as it was provided, reasonable wear and tear accepted. TENANT is responsible for all damage to the UNIT that occurs after acceptance, reasonable wear and tear excluded. **TENANT acknowledges and agrees that having to paint a UNIT at any time after TENANT takes possession of the UNIT could be billed back to TENANT if the damages are considered above reasonable wear and tear.**

**16. APPLIANCES AND FURNITURE.**

a) LANDLORD will provide the UNIT with the appliances and furniture listed below:

- Refrigerator/Freezer
- Dishwasher
- Range
- Washer & Dryer
- Air Conditioner
- Microwave

b) In addition if UNIT is furnished, as listed in Section 1 of LEASE, LANDLORD will provide the appliances and furniture listed below:

- Flat Panel Television
- Television Stand
- Couch and/ or Love Seat
- Coffee Table
- Bar stools (not applicable in studios/1 bedrooms)
- Mattress and Bed frame
- Desk
- Desk Chair
- Dresser (composed of 2 stackable units)

c) LANDLORD will repair or replace non-working appliances.

d) TENANT agrees to keep all appliances and furniture clean and to immediately report any appliance or furniture that is broken, damaged or not working properly. TENANT is responsible for the cost of repairing or replacing any appliance or furniture item which is broken, damaged, not working or not in the UNIT because of the fault of TENANT or TENANT'S guests. TENANT agrees to not add any additional refrigeration to the UNIT at any time.

**17. LANDLORD UNABLE TO GIVE POSSESSION.**

a) LANDLORD shall not be responsible or liable to pay any damages, or, be held liable, to TENANT if LANDLORD cannot give possession of the UNIT on the lease commencement date, for any reason whatsoever.

b) If LANDLORD is unable to give possession of the UNIT to TENANT on the date when the LEASE is to commence, RENT will be abated on a daily basis during the delay. LANDLORD shall not be liable for any such delay in delivering possession of the UNIT to TENANT. TENANT must pay RENT or additional charges for any part of a month that TENANT has possession.

c) TENANT may terminate the LEASE if possession of the UNIT is not given to TENANT within 60 days of the LEASE commencement date. TENANT must give notice of such termination to LANDLORD in writing before the 6th day after the 60-day period has expired. The LEASE will continue if TENANT does not give LANDLORD written notice that TENANT is terminating the LEASE pursuant to this paragraph and TENANT's right to terminate the lease shall thereafter be null and void and all duties and obligations of TENANT under the LEASE will remain in full force and effect.

#### **18. USE.**

a) Only the TENANT listed on this LEASE may live in the UNIT; however, TENANT acknowledges that the UNIT may be occupied by another tenant provided the additional tenant has an executed LEASE for the UNIT or is listed in **Paragraph 1** of this LEASE.

b) TENANT may not commit any act or allow any activity to occur in the UNIT or on the PROPERTY, which violates or breaks any Federal, State or local laws or ordinances, or any applicable rules or regulations. TENANT may not use or allow the UNIT or the PROPERTY to be used for any disorderly or illegal purpose. The UNIT may only be used as a private residence.

c) TENANT may not store or allow any hazardous, flammable or toxic substances in or on the UNIT or the PROPERTY. TENANT may not do or allow any behavior in the UNIT or on the PROPERTY which is a nuisance or which creates a risk of injury, loss or damage. TENANT may not engage in or allow any activity, which increases the costs of insurance or the LANDLORD's ability to either obtain or maintain insurance coverage on the PROPERTY.

#### **19. TENANT'S RESPONSIBILITY FOR INJURY OR DAMAGE.**

TENANT agrees that TENANT is responsible for:

a) all personal property of TENANT and TENANT's family, guests or persons invited by TENANT in or on the PROPERTY, including automobiles;

b) loss, damage, costs, injury or death caused by TENANT or TENANT'S family, guests or persons invited by TENANT for the use of TENANT's property;

c) any claim due to acts or from any failure to act by TENANT or TENANT's family, guests or persons invited by TENANT; and

d) payment for damages or costs of LANDLORD from any claim based upon the acts of TENANT or TENANT's family, guests or persons invited by TENANT.

#### **20. TENANT'S INSURANCE.**

TENANT shall acquire and maintain or caused to be acquired and maintained by TENANT's family, occupants, guests, licensees, invitees and agents, as the case may be, for the TERM of the LEASE insurance coverage for:

a) the protection of any personal property of TENANT and TENANT's family, occupants, guests, licensees, invitees and agents;

b) the contents in and around the PROPERTY;

c) all claims by TENANT or TENANT's family, occupants, guests, licensees, invitees and agents for injury, death, loss, damage, or cost occurring in or about the PROPERTY; and

d) TENANT'S automobile(s) and those of TENANT's family, occupants, guests, licensees, invitees and agents.

#### **DAMAGE TO TENANT'S PROPERTY AND INSURANCE:**

LANDLORD does not provide any insurance coverage for TENANT's property. Unless caused by the willful or grossly negligent actions of LANDLORD, or LANDLORD's agents or employees, neither LANDLORD nor LANDLORD's agents and/or employees shall be responsible for any theft, damage, loss or destruction of personal property of the TENANT or TENANT's occupants, guests, licensees, invitees or agents due to theft, fire, water, flooding, other casualty, act of God, or any other causes. TENANT IS ENCOURAGED TO INSURE PERSONAL PROPERTY IN AN AMOUNT SUFFICIENT TO COVER THE PROPERTY.

TENANT expressly and unequivocally agrees to be liable to LANDLORD and/or LANDLORD's insurer for damage to the UNIT or the PROPERTY, including but not limited to fire and water damage, caused by TENANT's negligent conduct, or the negligent conduct of TENANT's occupants, guests, licensees, invitees or agents. TENANT agrees to comply in all respects with any applicable policy of insurance so as to not cause an increase in premium or void any insurance policy.

#### **21. LANDLORD'S ENTRY ONTO THE PROPERTY.**

LANDLORD or LANDLORD'S agent may enter the UNIT by any means necessary:

a) between 7:00 A.M. and 8:00 P.M. to (i) make repairs; (ii) deliver notices (iii) improve the UNIT; (iv) show the UNIT to possible buyers, lenders or TENANTS; (v) inspect the UNIT periodically for compliance with the LEASE terms; (vi) investigate a suspected violation of the LEASE; or (vii) for any other reasonable purpose.

b) without notice to TENANT and at any time in an emergency.

#### **22. LANDLORD'S RESPONSIBILITY.**

LANDLORD is not responsible for any loss, expense, injury or damage to any person or property caused by items including but not limited to:

- a) theft;
- b) fire;
- c) ice, snow or rain;
- d) water;
- e) plumbing or pipe leaks;
- f) malfunction of appliances;
- g) interruption of any utilities or services at the UNIT or the PROPERTY
- h) power surges;
- i) sprinkler systems.

LANDLORD has no duty to remove ice, sleet or snow, but LANDLORD may do so in whole or in part, with or without notice to TENANT. EXCEPT FOR LANDLORD'S LIABILITY ARISING UNDER APPLICABLE LAW, TENANT, FOR TENANT AND FOR TENANT'S FAMILY, OCCUPANTS, GUESTS, LICENSEES, INVITEES AND AGENTS, HEREBY RELEASES LANDLORD, AND LANDLORD'S RESPECTIVE SUCCESSORS AND ASSIGNS AND LANDLORD'S AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, MANAGER'S AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF TENANT'S OR TENANT'S FAMILY'S, OCCUPANTS', GUESTS', LICENSEES', INVITEES' AND AGENTS' PERSONAL PROPERTY, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR INJURIES TO TENANT, MEMBERS OF TENANT'S FAMILY, OCCUPANTS, GUESTS, LICENSEES, INVITEES AND AGENTS, IN OR ABOUT THE BEDROOM, THE UNIT, OR THE PROPERTY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. TENANT ASSUMES FOR TENANT AND ALL MEMBERS OF TENANT'S FAMILY, OCCUPANTS, GUESTS, LICENSEES, INVITEES AND AGENTS, ANY AND ALL RISKS FROM ANY ACCIDENTS IN CONNECTION WITH USE OF THE UNIT, THE COMMON AREAS, THE PROPERTY OR THE PROPERTY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR TENANT'S USE, AND AT THE USER'S SOLE RISK. TENANT HEREBY INDEMNIFIES LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS AND DAMAGES WHICH LANDLORD OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF TENANT'S NEGLIGENCE, WILLFUL MISCONDUCT AND/OR VIOLATION OF THIS LEASE.

#### **23. RULES AND REGULATIONS.**

a) LANDLORD may make reasonable rules and regulations to protect:

- 1) the PROPERTY and the property of other TENANTS, neighbors, or other people; and,
- 2) the comfort, safety or rights of other TENANTS, neighbors, or other people.

b) TENANT will follow all rules and regulations made by LANDLORD, which are now in effect **and attached to this LEASE**. TENANT will follow any new rules and regulations made by LANDLORD during the TERM. **LANDLORD may charge TENANT a rule violation charge for each violation of the Rules and Regulations. TENANT's parents and/or Guarantor may be contacted for any violation of the Rules and Regulations.**

#### **24. PETS.**

No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the UNIT or PROPERTY unless LANDLORD has authorized so in writing. If LANDLORD allows an animal, TENANT must sign a separate Pet Addendum and pay a pet deposit and pet fee. A pet deposit is considered a general SECURITY DEPOSIT. LANDLORD will authorize a support animal for a disabled person but will not require a pet deposit or a pet fee. LANDLORD may require a written statement from a qualified professional verifying the need for the support animal. TENANT must not feed stray or wild animals.

If TENANT or any guest or occupant of the UNIT violates pet restrictions (with or without TENANT'S knowledge), TENANT will be subject to charges, damages, eviction, and other remedies provided in this LEASE. If a pet has been in the UNIT at any time during TENANT'S term of occupancy (with or without LANDLORD'S consent), LANDLORD will charge TENANT for de-fleaing, deodorizing, and shampooing. Initial and daily pet-violation charges and pet-removal charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing pet restrictions and rules. LANDLORD may remove an unauthorized pet after leaving, in a conspicuous place in the UNIT, a 24-hour written notice of intent to remove the pet. LANDLORD may keep or kennel the pet or turn it over to a humane society or local authority. When keeping or kenneling a pet, LANDLORD shall not be liable for loss, harm, sickness, or death of the pet unless due to LANDLORD'S gross negligence or willful misconduct. LANDLORD will return the pet to TENANT upon request if it has not already been turned over to a humane society or local authority. TENANT must pay for the pet's reasonable care and kenneling charges.

A \$500 fine will be assessed to TENANT for any violation of this policy by TENANT or TENANT'S guest.

LANDLORD has no lien on the pet for any purpose.

#### **25. TRASH REMOVAL / RECYCLING.**

Trash must be disposed of in accordance with the directions of the LANDLORD. All trash must be removed as it accumulates in the UNIT. Trash may not be kept in closets, hallways, basements, etc. Additionally, TENANT may never place trash or debris near the front door or on the patio or balcony of the UNIT. If any trash or debris is found in these areas, a reasonable fee will be charged to TENANT(s) for the removal of all items. If TENANT violates local ordinances for removal of trash/recycling and LANDLORD is fined, TENANT must pay the fine and any costs incurred by LANDLORD as a result of TENANT's actions.

#### **26. UNAUTHORIZED VEHICLES.**

a) TENANT may not park any vehicle on the PROPERTY unless LANDLORD and TENANT execute a Parking Lease allowing the TENANT to park a vehicle on the PROPERTY.

b) No unregistered or disabled automobiles, trailers, campers, boats, etc are allowed on the PROPERTY at any time.

c) TENANT may not make repairs to automobiles on the PROPERTY.

d) LANDLORD may tow at TENANT's expense, any vehicle determined by LANDLORD to have been abandoned or parked in violation of this LEASE, other applicable parking rules or regulations or in violation of applicable law.

#### **27. MAINTENANCE.**

LANDLORD agrees to do any maintenance or structure repairs that are needed to the UNIT. TENANT agrees to keep the UNIT clean, neat and safe.

LANDLORD shall act with customary due diligence to:

(a) keep Common Areas of the PROPERTY (but not the UNIT, which shall be the responsibility of the TENANT) reasonably clean;

(b) maintain fixtures, furniture, hot water, heating, and A/C equipment;

(c) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and

(d) make all reasonable repairs, subject to TENANT'S obligation to pay for damages for which TENANT is liable.

LANDLORD may temporarily turn off equipment and/or interrupt utilities to the UNIT, and/or the PROPERTY to avoid property damage or to perform work requiring such interruption as determined in LANDLORD'S sole judgment. LANDLORD will not be liable for any inconvenience, discomfort, disruptions or interference with TENANT'S use of the PROPERTY because LANDLORD is making repairs, alterations or improvements to the UNIT or the PROPERTY. If TENANT requests any repairs, and LANDLORD approves such request, the repairs will be done during LANDLORD'S usual working hours unless TENANT requests in writing that such repairs be done during other hours and such request is approved by LANDLORD. If LANDLORD approves such request TENANT will have to pay in advance any additional charges resulting from such request.

TENANT agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the UNIT. To prevent or minimize the occurrence and growth of mold or mildew in the UNIT, TENANT hereby agrees to the following:

TENANT is responsible for replacing the HVAC filter at least four times during the lease TERM at TENANT'S expense. TENANT may purchase filters from LANDLORD at a cost of \$5.00 each.

TENANT shall (a) remove any visible moisture accumulation in or on the UNIT, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the UNIT at reasonable levels.

TENANT shall clean and dust the UNIT regularly, and shall keep the UNIT, particularly the kitchen and bath, clean and dry.

**TENANT shall promptly notify LANDLORD in writing of the presence of any of the following conditions:**

Any water leak, excessive moisture, or standing water inside the UNIT or any Common Areas.

Mold or mildew growth in or on the UNIT that persists after TENANT has tried to remove it with an appropriate household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.

A malfunction in any part of the heating, air-conditioning, or ventilation system in the UNIT.

TENANT shall be liable to LANDLORD for damages sustained to the UNIT or the PROPERTY as a result of TENANT'S failure to comply with the terms of this section, and LANDLORD shall not be liable for any damages sustained to TENANT'S person or property as a result of any such failure

TENANT is responsible for all pest control, except that LANDLORD shall provide an initial pest control treatment if the need for such treatment is reported to LANDLORD in writing within 10 days after move-in. If LANDLORD incurs the cost of pest control in the UNIT or the PROPERTY as a result of the actions or inactions of any tenant in the UNIT, all tenants in the UNIT shall be responsible for the cost thereof.

#### **28. REPAIRS.**

TENANT agrees to:

a) immediately report to LANDLORD any damages or needed repairs; and

b) pay for repairs which are needed due to the fault of TENANT or any of TENANT'S family, occupants, guests, licensees, invitees or agents.

If TENANT or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure or security-related matter— **IT MUST BE SIGNED AND PROVIDED IN WRITING** to LANDLORD's designated representative (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). LANDLORD's written notes on TENANT's oral request do not constitute a written request from TENANT.

LANDLORD's compliance with or responding to any oral request regarding security or any other matters does not waive the strict requirement for written notices under this LEASE. TENANT must promptly notify LANDLORD in writing of: water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. LANDLORD may change or install utility lines or equipment serving the UNIT if the work is done reasonably without substantially increasing TENANT's utility costs. LANDLORD may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water or similar cause, TENANT must notify LANDLORD's representative immediately. If air conditioning or other equipment malfunctions, TENANT must notify LANDLORD's representative as soon as possible on a business day. LANDLORD will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received RENT will not abate in whole or in part.

If LANDLORD believes in its sole judgment that damage is substantial, or that performance of needed repairs poses a danger to TENANT, LANDLORD may terminate this LEASE without liability by giving TENANT at least five (5) days written notice. LANDLORD may also remove personal property if it causes a health or safety hazard. If the LEASE is so terminated, LANDLORD will refund prorated RENT and all deposits, less lawful deductions.

**29. CHANGES TO THE PROPERTY.**

TENANT must obtain written permission from LANDLORD before TENANT makes any changes, improvements or additions to the UNIT. TENANT agrees that LANDLORD will not pay for changes made to the UNIT unless LANDLORD agreed in writing to pay for such changes.

**30. LAUNDRY FACILITIES.**

Individual washer and dryer are included in each unit. TENANT is responsible for cleaning lint trap after each dryer use to prevent fire.

**31. TAKING OF PRIVATE PROPERTY.**

- a) Legal authorities are able to take property after paying for it. This is known as "condemnation".
- b) TENANT agrees that if the PROPERTY, part of the PROPERTY, or the land on which the PROPERTY is located are taken:
  - 1) LANDLORD can end this LEASE;
  - 2) LANDLORD is not responsible for claims of TENANT for inconvenience or loss of use of the PROPERTY or any part of the PROPERTY; and
  - 3) TENANT, by signing this LEASE, has assigned to LANDLORD any rights, which TENANT may have to any money paid by the legal authorities for or relating to the taking of the PROPERTY.

**32. UNENFORCEABLE LEASE CONDITIONS.**

If any court determines that any condition or part of this LEASE is illegal or unenforceable, the rest of the LEASE shall continue in full force and effect.

**33. SALE OF PROPERTY.**

A new owner can end this LEASE by giving TENANT 90 days written notice if there is:

- a) a sale or transfer of the PROPERTY; or
- b) a sale of the land or buildings in which the UNIT is located.

**34. TRANSFER BY LANDLORD.**

LANDLORD may transfer this LEASE. If transferred, TENANT's

obligations shall continue in full force and effect to the new LANDLORD. The new LANDLORD will have all of the rights that the current LANDLORD has under this LEASE. LANDLORD may transfer this LEASE without first obtaining TENANT'S approval.

**35. SECURITY DEVICES.**

a) What LANDLORD Must Provide. Texas law requires, with some exceptions, that LANDLORD must provide at no cost to TENANT when occupancy begins: (1) a window latch on each window; (2) a door viewer (peephole) on each exterior door; (3) a pin lock on each sliding door; (4) either a door handle latch or a security bar on each sliding door; (5) a keyless bolting device (deadbolt) or other lock on each exterior door; and (6) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed lock(s) will be rekeyed after the prior TENANT moves out. The rekeying will be done either before TENANT moves in or within 7 days after TENANT moves in, as required by statute. If LANDLORD fails to install or rekey security devices as required by the Property Code, TENANT has the right to do so and deduct the reasonable cost from TENANT'S next RENT payment under Section 92.165(1) of the Code.

b) What TENANT May Request. Subject to some limitations, under Texas law TENANT may at any time ask LANDLORD to: (1) install a keyed deadbolt lock on an exterior door if it does not have one; (2) install a security bar on an exterior sliding glass door without a pin lock or security bar; and (3) change or re-key a security device. TENANT must pay costs associated with any such requests, unless otherwise provided by law.

c) What TENANT is Now Requesting. Subject to statutory restrictions on what security devices TENANT may request, TENANT is now requesting LANDLORD to install or change at TENANT'S expense:

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If no item is filled in, then TENANT is requesting none at this time.

d) Payment. LANDLORD will pay for missing security devices to the extent required by statute. TENANT will pay for: (1) rekeying that TENANT requests (except when LANDLORD failed to rekey after the previous TENANT moved out); and (2) repairs or replacements due to misuse or damage by TENANT or TENANT's family, occupants, guests, licensees, invitees, or agents. TENANT must pay immediately after the work is done unless state statute authorizes advance payment. TENANT also must pay for additional or changed security devices TENANT requests, in advance or afterward, at LANDLORD'S option.

e) Except as may be provided by law, TENANT may not remove, change, re-key, replace or alter a security device or have it removed, changed, re-keyed, replaced, or altered without LANDLORD'S permission.

f) TENANT and all occupants and guests must exercise due care for TENANT'S own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. TENANT agrees to make every effort to follow the Security Guidelines as may be promulgate by the LANDLORD from time to time.

**LANDLORD is NOT obligated to furnish security personnel, security lighting, security gates or fences, or other forms of security and LANDLORD can discontinue any of such items provided at any time without notice.**

**36. DEFAULT BY TENANT.**

TENANT shall be in default of this LEASE if TENANT:

- a) fails to pay RENT or any other charges when due; or
  - b) does anything which is not permitted by this LEASE;
- or
- c) fails to do anything which is required by this LEASE;
- or
- d) gives LANDLORD false information, including information or signatures on TENANT's or the Guarantor's/Co-

signers rental application, on the LEASE or on the GUARANTEE; or

e) any of the utilities which are payable by TENANT or the other tenants of the UNIT are not paid in a timely manner or are disconnected or shut-off; or

f) TENANT fails to pay any fine within 10 days after it is levied in accordance with this LEASE or the **Rules and Regulations**.

### 37. **LANDLORD'S RIGHTS.**

To the extent permitted under applicable law, LANDLORD shall have the following rights in addition to any other rights of LANDLORD under this LEASE or applicable law.

a) If TENANT breaks any condition of this LEASE, any Addendum to this LEASE, or the **Rules and Regulations**, LANDLORD can:

(i) collect any past due RENT and utility payments and any sums which are due for the rest of the TERM from TENANT;

(ii) collect from TENANT for damages caused by TENANT or TENANT's breaking of any conditions of the LEASE or TENANT's doing of any act which is not permitted by the LEASE;

(iii) evict TENANT and take possession of the UNIT;

(iv) recover or file suit to recover

(a) all RENT and additional charges which are due from TENANT;

(b) reimbursement for any damages; and,

(c) reasonable costs and expenses which are incurred by LANDLORD to enforce this LEASE, including court costs, collection costs and attorneys' fees.

b) These are not the only rights LANDLORD has if TENANT breaks this LEASE. Besides ending this LEASE and getting a court order to evict TENANT, LANDLORD can sue TENANT for unpaid RENT and other damages, losses or injuries.

If LANDLORD obtains a money judgment against TENANT, LANDLORD may use the court process or any other available process to take TENANT'S personal goods, furniture, motor vehicles and other assets to the maximum extent allowed by law.

**FIRE OR OTHER CASUALTY.** If in LANDLORD'S reasonable judgment, the Bedroom, the UNIT, the Building or the PROPERTY is materially damaged by Fire or other casualty, LANDLORD may terminate this LEASE within a reasonable time after such determination by giving TENANT written notice of such termination. If LANDLORD does terminate the LEASE, and TENANT did not cause the loss, LANDLORD will refund prorated, prepaid RENT and the Security Deposit, less lawful deductions. If LANDLORD determines that material damage has not been caused to the UNIT, the Building or the PROPERTY, or, if LANDLORD has elected not to terminate this LEASE, LANDLORD will, within a reasonable time, rebuild the damaged improvements.

### 38. **CONTRACTUAL LIEN.**

a) TENANT hereby acknowledges and agrees that all personal property in the PROPERTY (unless exempt under law) is subject to a contractual lien to secure payment of delinquent RENT. For purposes of **Paragraph 38** only, "PROPERTY" excludes Common Areas but includes the UNIT, interior living areas and exterior patios, balconies, attached garages, and storerooms for TENANT'S exclusive use.

b) Removal After LANDLORD Exercises Lien for RENT. If TENANT'S RENT is delinquent, LANDLORD'S representative may peacefully enter the UNIT and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the UNIT in a conspicuous place—along with a list of items removed. The notice shall state the amount of delinquent RENT and the name, address, and phone number of the person to contact about the amount owed. The notice shall also state that the property will promptly be returned when the delinquent RENT is fully paid. All property in the UNIT is presumed to be TENANT'S unless proven otherwise.

c) Removal After Surrender, Abandonment, or Eviction. LANDLORD or other authorized personnel may remove and/or store all property remaining in the UNIT or in Common Area Facilities (including any vehicles TENANT or any occupant or guest owns or uses) if TENANT is judicially evicted or if TENANT surrenders or abandons the UNIT.

d) Storage. LANDLORD will store property removed under a contractual lien. LANDLORD may store, but has no duty to store, property removed after judicial eviction, surrender, or abandonment of the UNIT. TENANT acknowledges and agrees

that LANDLORD shall not be liable for casualty loss, damage, or theft except for property removed under a contractual lien. TENANT must pay reasonable charges for packing, removing, storing, and selling any property. LANDLORD has a lien on *all* property removed and stored after surrender, abandonment, or judicial eviction for all sums owed by TENANT; however, LANDLORD'S lien on property listed under Property Code Section 54.042 is limited to charges for packing, removing, and storing.

e) Redemption. TENANT may redeem property seized and stored under a contractual lien for RENT as authorized by law by paying all delinquent RENT and all reasonable packing, moving, storage, and sale costs. If LANDLORD has removed and stored property after surrender, abandonment, or judicial eviction, TENANT may redeem only by paying all sums owed, including RENT, late charges, reletting charges, storage, damages, and all other associated charges. LANDLORD may return redeemed property at the place of storage, the management office, or the UNIT (at LANDLORD'S option). LANDLORD may require payment by cash, money order, or certified check.

f) Disposition or Sale. Except for pets and property removed after the death of a sole tenant, LANDLORD may throw away or give to a charitable organization all items of personal property that are: (1) left in the UNIT after surrender or abandonment; or (2) left outside more than 1 hour after a writ of possession is executed following a judicial eviction. Pets removed after surrender, abandonment, or eviction may be kennelled or turned over to local authorities, or humane societies. 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 date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to TENANT'S last known address. The notice shall itemize the amounts TENANT owes and the name, address and phone number of the person to contact about the sale, the amount owed, and TENANT'S right to redeem the property. 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. Proceeds exceeding sums owed must be mailed to TENANT at TENANT'S last known address within 30 days of the sale.

### 39. **OTHER REMEDIES.**

In addition to all of LANDLORD's other rights and remedies under Texas law and this LEASE, if TENANT'S RENT is delinquent and LANDLORD gives TENANT 5 days' prior written notice, LANDLORD may terminate electricity that LANDLORD has furnished at LANDLORD'S expense, unless applicable law provides otherwise. LANDLORD may report unpaid amounts to credit agencies. If TENANT defaults and moves out early, TENANT will pay LANDLORD any amounts stated to be rental amounts in **Paragraph 3** for the entire TERM, in addition to other sums due. Upon TENANT'S default, LANDLORD reserves all other available legal remedies, including LEASE termination and statutory lockout under Section 92.0081 of the Texas Property Code. Late charges are liquidated damages for LANDLORD'S time, inconvenience, and overhead in collecting late RENT (but are not for attorney's fees and litigation costs). TENANT must pay all collection-agency fees if TENANT fails to pay all sums due within 10 days after LANDLORD mails TENANT a letter demanding payment and stating that collection agency fees will be added if TENANT fails to pay all sums by that deadline. LANDLORD may accelerate RENT – see **Paragraph 46**.

### 40. **ENDING THE LEASE.**

a) **This LEASE will end at the time and date listed in Paragraph 2.** LANDLORD may not extend the term of this LEASE without the written consent of TENANT. TENANT may not extend the term of this LEASE without the written consent of LANDLORD. **TENANT'S failure to vacate the UNIT at the end of LEASE shall be a violation of this LEASE.**

b) If LANDLORD fails to repair or remedy a condition for which it is obligated, by law, to repair or remedy, TENANT may pursue remedies under Texas Property Code Section 92.056, including the possibility of terminating this LEASE, by following this procedure:

(1) TENANT must make a written request for repair or remedy of the condition – after which LANDLORD shall have a reasonable time for repair or remedy; and

(2) if LANDLORD fails to do so, TENANT must make a second written request for the repair or remedy (to make sure that there has been no miscommunication) – after which LANDLORD will have a reasonable time for the repair or remedy.

c) If TENANT does not vacate the UNIT upon expiration of

the TERM, TENANT shall pay, in addition to the normal RENT, an additional charge of \$200.00 per day until TENANT vacates. This additional charge is due for each day that TENANT stays in possession of the UNIT after expiration of the TERM. Nothing contained in this LEASE shall give TENANT the right to remain in possession of the UNIT following expiration of the TERM.

#### 41. EARLY TERMINATION.

Except as otherwise expressly stated in this LEASE, and excepting cases of default by TENANT, this LEASE may not be terminated early unless it is agreed to in writing by both LANDLORD and TENANT. LANDLORD has no obligation to terminate this LEASE early. If LANDLORD agrees to any early termination of this LEASE, a termination charge will apply as specified by LANDLORD and must be paid before the LEASE is officially terminated. The Application Fee is never refundable.

**UNLAWFUL EARLY MOVE-OUT; RELETTING CHARGE.** TENANT will be liable for a re-letting charge of 85% of the highest monthly RENT in addition to all RENT, fees, and other charges due during the TERM if TENANT:

- (1) fails to move in, or fails to give written move-out notice
- (2) moves out without paying RENT in full for the entire TERM or renewal period; or
- (3) moves out at LANDLORD's demand because of TENANT's default; or
- (4) is judicially evicted.

**NOT A RELEASE.** The re-letting charge is not a cancellation fee or buyout fee. It is a liquidated amount covering only part of LANDLORD's damages; that is, LANDLORD's time, effort and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain—particularly those relating to make ready, inconvenience, paperwork, advertising, showing the UNIT, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. TENANT agrees that the re-letting charge is a reasonable estimate of such damages and that the charge is due whether or not LANDLORD's re-letting attempts succeed. The re-letting charge does not release TENANT from continued liability for: future or past-due RENT; charges for cleaning, repairing, repainting, unreturned keys, or other sums due. TENANT is expected to return the UNIT to the condition in which possession was taken in order to avoid incurring damage charges in excess of "normal wear and tear". LANDLORD will inspect the UNIT after TENANT vacates to assess damages and make any necessary repairs to the UNIT before a replacement TENANT moves in. The payment for these repairs must be received by LANDLORD before the LEASE is considered fully executed.

#### 42. SUBLETTING.

TENANT may not transfer this LEASE or sublet the UNIT, nor any part of the UNIT without LANDLORD's prior written approval which may be granted or withheld in LANDLORD's sole and absolute discretion.

If TENANT permits another person to live in UNIT or provides key to a person not named on this LEASE, TENANT will be subject to a \$1,000 fine. If departing or remaining tenants find a replacement tenant acceptable to LANDLORD before moving out and LANDLORD expressly consents to the replacement, subletting, or assignment, then:

- (1) a re-letting charge *will not* be due;
- (2) an administrative (paperwork) fee of \$500 will be due; and a *rekeying fee will be* due if rekeying is requested or required; and
- (3) the departing TENANT will no longer remain liable for remaining balance of the TERM.

**Procedures for Replacement.** If LANDLORD approves a replacement tenant, then, at LANDLORD'S option: (1) the replacement tenant must sign a new lease contract or an Addendum to *this* contract (at LANDLORD'S discretion) ), using LANDLORD's then-current lease contract or addendum form, which may be substantially different than this, with or without an increase in the total SECURITY DEPOSIT; or (2) the remaining and replacement tenants must sign an entirely new Lease Contract, using LANDLORD's then-current lease contract form, which may be substantially different than this. Unless LANDLORD agrees otherwise in writing, TENANT'S SECURITY DEPOSIT will automatically transfer to the replacement tenant as of the date LANDLORD approves. The departing tenant will no longer have a right to occupancy or a SECURITY DEPOSIT refund, but will remain liable for the remainder of the original Lease Contract term unless LANDLORD agrees otherwise in writing—even if a new lease contract is signed.

#### 43. LEAVING THE UNIT.

##### **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.**

LANDLORD will mail TENANT's SECURITY DEPOSIT refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after surrender or abandonment, unless statutes provide otherwise.

TENANT will be deemed to have *surrendered* the UNIT when: (1) the move-out date has passed and no one is living in the UNIT in LANDLORD'S reasonable judgment; or (2) all UNIT keys and access devices have been turned in where RENT is paid—whichever date occurs first.

TENANT will be deemed to have *abandoned* the UNIT when all of the following have occurred: (1) everybody appears to have moved out in LANDLORD'S reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in LANDLORD'S reasonable judgment; (3) TENANT has been in default for non-payment of RENT for 5 consecutive days, or water, gas, or electric service for the UNIT not connected in LANDLORD'S name has been terminated, suspended or transferred; and (4) TENANT has not responded for 2 days to LANDLORD'S notice left on the inside of the main entry door, stating that LANDLORD considers the UNIT abandoned. A UNIT is also "abandoned" 10 days after the death of a sole TENANT.

If TENANT abandons the UNIT, LANDLORD may take possession of the UNIT and its contents. LANDLORD may dispose of the contents and re-rent the UNIT without obligation to TENANT. TENANT must pay the cost for removal and other associated costs.

If LANDLORD sells the contents, TENANT will be credited with the actual amount received, less the cost of removal and sale. LANDLORD may destroy or otherwise dispose of some or all of the contents if LANDLORD reasonably determines that the value of the contents is so low that the cost of moving, storage and conducting a public sale exceeds the amount that would be realized from the sale.

TENANT must still pay the RENT for the entire term.

#### 44. TENANT'S DUTIES AT END OF THE LEASE.

In addition to any other duties, which TENANT has under this LEASE, TENANT will:

- a) leave the UNIT when the LEASE ends and return all keys and access devices/remotes to LANDLORD;
- b) return the UNIT:
  - 1) clean and free of garbage or trash; and
  - 2) in good order and repair, reasonable wear and tear excepted; and
- c) comply with all other terms of this LEASE.

#### 45. SECURITY DEPOSIT TERMS.

a) Before moving into the UNIT, TENANT must pay the SECURITY DEPOSIT amount listed in **Paragraph 5.**

b) TENANT may not apply or use the SECURITY DEPOSIT for payment of RENT under the LEASE.

c) TENANT agrees that during the TERM or prior to returning the SECURITY DEPOSIT to the TENANT, LANDLORD may decide to use all or part of the SECURITY DEPOSIT:

- 1) to pay for damages caused by TENANT to the UNIT and/or the PROPERTY; and/or
- 2) to pay for any unpaid RENT or additional charges owing to LANDLORD.

If all or part of the SECURITY DEPOSIT is used in the manner described above or for any other reason as permitted by law, TENANT will immediately deposit with LANDLORD the amount needed to replenish the SECURITY DEPOSIT to equal the amount listed in **Paragraph 5.**

d) LANDLORD will return the SECURITY DEPOSIT within



thirty (30) days after surrender or abandonment provided TENANT:

- 1) gives LANDLORD written notice of TENANT'S new address; and
- 2) did not damage the PROPERTY; and
- 3) paid all RENT and additional charges in full; and
- 4) fully performed all responsibilities under this LEASE.

See Paragraph 43.

e) A copy of the move-out procedures, which detail the cleaning and UNIT standards as well as the potential charges, may be obtained from LANDLORD at TENANT's request. TENANT is responsible for cleaning the UNIT, including all Common Areas, thoroughly and following all of LANDLORD's cleaning instructions prior to move-out. If TENANT does not clean UNIT to LANDLORD's specifications then LANDLORD will charge TENANT a reasonable fee for the cleaning of the UNIT. If UNIT is furnished, TENANT will be responsible for the cost, if any, for relocating the furniture in the UNIT to the appropriate place within the UNIT. Common Area damages will be split amongst all tenants in the UNIT. Bedroom damages will be split amongst all tenants who have leases for that specific bedroom.

f) **A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT when resulting from damages caused by tenants.** Charges for damages may occur at any time during the TERM.

**The SECURITY DEPOSIT will not be LANDLORD's limit of damages if TENANT violates this LEASE, and TENANT may be liable for damages in excess of the Security Deposit.** Among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear and tear" and the amount of delinquent payments of RENT and other charges, and late charges, may be deducted by LANDLORD from the Security Deposit.

**46. ACCELERATION.**

All monthly rent for the rest of the 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: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; (2) you've not paid all rent for the entire TERM or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

Acceleration is subject to our mitigation obligations. If you move out early, you'll be subject to section 41 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from replacement or subsequent residents against your liability for past-due and future rent and other sums due.

**47. LOSS OF LANDLORD'S RIGHTS.**

LANDLORD does not give up rights by accepting RENT, additional charges or by delaying or not enforcing any term or condition of this LEASE.

**48. NO JURY TRIAL.**

LANDLORD and TENANT hereby waive their right to a jury trial in any lawsuit involving this LEASE.

**49. WRITTEN CHANGES TO THE LEASE.**

All of the promises and understandings between LANDLORD and TENANT are contained in this LEASE. There are no other promises or understandings between the parties. Any changes to this LEASE require writing and signature by LANDLORD and TENANT, or written notice delivered to TENANT 30 days prior to LEASE change effective date. Neither LANDLORD nor any of LANDLORD's representatives have the authority to make any oral promises, representations or agreements. This LEASE is the entire agreement between LANDLORD and TENANT. LANDLORD'S representatives have no authority to waive, amend, or terminate this lease contract or any part of it, unless in writing

and signed by LANDLORD, and no authority to make promises, representations or agreements that impose security duties or other obligations on LANDLORD or LANDLORD'S representatives shall be binding on LANDLORD unless in writing and signed by LANDLORD.

**50. ATTORNMENT.**

TENANT hereby agrees that TENANT will recognize DDELTA, LLC as its LANDLORD under this LEASE and shall attorn to any person succeeding to the interest of LANDLORD in respect of the land and the buildings on or in which this UNIT is contained upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

**51. ADDITIONAL TERMS.**

See attached addendum(s) for any additional terms, which are part of this LEASE.

**52. SIGNATURES AND ACCEPTANCE OF CONTRACT.**

This LEASE and any addenda may be signed in counterpart signatures. The lease application is considered a part of the LEASE. If there are any conflicts between this LEASE and the application then this LEASE shall control.

LANDLORD and TENANT agree to the terms and conditions in this LEASE.

TENANT acknowledges, accepts, and agrees that TENANT has carefully read and understands every and all terms, conditions, and parts of this LEASE fully and in detail, including without limitation this Residential Lease Agreement, each of the documents listed in the immediately following paragraph (Rules and Regulations, Security Acknowledgement and Guidelines, etc.), and any other relevant documents and information as set forth elsewhere in this LEASE and that TENANT acknowledges that this lease constitutes a binding and enforceable contract between LANDLORD and TENANT.

This entire LEASE is 21 pages in length and includes:

- 1) Residential Agreement (Pages 1-9)
- 2) Rules and Regulations (Pages 10-15)
- 3) Security Acknowledgement and Guidelines (Page 16)
- 4) Drug-Free Crime-Free Lease Addendum (Page 17-19)
- 5) Water Addendum (Page 20)
- 6) Damages and Costs Addendum (Page 21)

This entire LEASE SO AGREED on the date first above written

**TENANT:**

\_\_\_\_\_  
TENANT Signature Date

**LANDLORD:**  
DDELTA, LLC

\_\_\_\_\_  
OWNER'S REPRESENTATIVE Date

## VISTAS SAN MARCOS – RULES AND REGULATIONS ADDENDUM

The following RULES AND REGULATIONS are a binding part of TENANT'S LEASE. LANDLORD provides these RULES AND REGULATIONS for TENANT'S benefit and the benefit of the other tenants. Please understand that any violation of one of these RULES AND REGULATIONS by TENANT or TENANT'S guest constitutes a violation of this LEASE and LANDLORD may proceed with an eviction action or other legal proceedings provided for under this LEASE and/or provided by law. Defined terms used herein, which are not otherwise defined herein, shall have the meanings ascribed to them in this LEASE.

TENANT Accountability: The PROPERTY operates in a fun, yet adult atmosphere where most tenants will never find themselves involved with a disciplinary action. The majority of those who do require disciplinary attention will simply need a verbal warning. For those persons whose behavior is such that it requires further attention, any or all of the following may occur: A private meeting with the Property Manager, a written warning (with copies placed in file and sent to guarantors), restriction from areas or events, relocation within the community, fines, eviction or criminal and/or civil prosecution.

### **Violations of these RULES AND REGULATIONS will result in tenant fines as follows:**

FIRST: A written warning in the form of a first breach of rental agreement will be issued to the TENANT stating the first breach.  
SECOND: A \$100 charge will be assessed against the TENANT.  
THIRD: A \$250 charge will be assessed against the TENANT.  
FOURTH: At LANDLORD's option in its sole discretion, Eviction

Fines are never split amongst all TENANTS but may be assessed individually in their full amount to each TENANT of a UNIT in instances where more than one TENANT has been involved in a RULES AND REGULATIONS violation. The fines above may be increased at Manager's discretion and manager may elect to EVICT TENANT for ANY SINGLE VIOLATION OF THE RULES AND REGULATION should manager reasonably believe the infraction was severe enough to warrant such action. ALL VIOLATIONS REGARDING THE THROWING OF ITEMS OFF BALCONIES OR FROM WINDOWS, THE TAMPERING OF LIFE SAFETY EQUIPMENT, or FIGHTING CARRY AN IMMEDIATE \$1,000 FINE AND EVICTION. Fines will double and/or result in eviction in the event the TENANT is found to have lied to or deceived the LANDLORD when discussing the details of a lease violation.

### **SECURITY CAMERAS**

The common areas or certain parts of the common areas of the PROPERTY may be monitored by either recorded or live surveillance devices. Any person or persons engaging in illegal activities, damaging actions, and/or vandalism may be subject to prosecution under Texas statutes and legal action by LANDLORD. No cameras exist in any restroom or tanning bed room. These common areas are the only areas, besides the UNIT, on the PROPERTY where there is a reasonable expectation of privacy.

### **WINDOWS, DOORS & WINDOW COVERINGS**

Windows and doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If LANDLORD provides blinds on windows, TENANT may not remove such blinds. If TENANT installs draperies over the blinds, any damage will be repaired by TENANT or at TENANT'S expense. No article, sign, poster, decoration or thing may be hung or placed on the outside of a UNIT, or displayed on the inside of UNIT so as to be visible from the outside of UNIT. Screens, if provided, must remain permanently in place at all times and should never be removed. Nothing shall be thrown out of the windows.

Damage to property, including but not limited to paint, plaster, walls, appliances, doors, cabinets, carpet, floors or furniture, or damage to any part of the UNIT caused by leaving windows or doors open during inclement weather will be the responsibility of TENANT.

### **BALCONIES AND PATIOS**

Balcony and patio areas (both front and rear) are to be kept clean and orderly. They are not to be used as storage areas and articles must not be hung over railings. No trash may be kept on balconies or patios at any time. Kegs are prohibited on the PROPERTY and within the UNIT, they are not to be permitted on balconies or patios. Additional lights are not permitted on the balconies or patios. Only bona fide patio furniture may be kept on balconies or patios. Only 1/3 of balcony space may be covered by patio furniture. TENANT hereby acknowledges that all gas and charcoal barbecue grills, patio torches, fire pits and chimineas are strictly prohibited on balconies and patios. It is agreed that LANDLORD shall have the right to remove barbecue grills and any other of TENANT'S personal items or to remove and dispose of rubbish left on any outdoor porch or in the yard at TENANT'S sole expense. There will be a \$100.00 fine for each bag of trash for small debris removed from the balcony and \$100 per large item that requires removal from the balcony. The TENANT further agrees that they will be responsible for any property damage or bodily injury liabilities and responsibilities arising from any violation of this rule. **LANDLORD reserves the right to remove and discard any items stored in the balcony or patio area that are not permitted. Balcony fines will be assessed to the entire UNIT unless it can be proven that the belongings in violation are the sole responsibility of one or a fraction of the TENANTS occupying said UNIT.**

Throwing objects from balconies or windows is strictly prohibited. TENANT understands that in the event that ANY items are thrown from UNIT balcony or windows, TENANT will be subject to an immediate \$1,000 fine and potential eviction and shall be subject to criminal prosecution. Items which may fall from the balcony are not allowed on the balcony and therefore any object which falls from a balcony will be treated the same as any that were thrown. Any investigation of alleged incidents will be reported to Texas State University. In the event of abuse of the balcony or violation of this rule, LANDLORD reserves the right to secure the balcony door so that TENANT may not access the balcony.

### **NO SOLICITATION OR DISTRIBUTION OF MATERIALS**

TENANT(S) may not distribute, post or hang any signs or notices in any portion of the PROPERTY, without written approval from LANDLORD.

Solicitation shall not be permitted at the PROPERTY, either by TENANT or others.

### **SUBLETS AND ASSIGNMENTS**

TENANT agrees that UNIT, or any part of UNIT, shall not be assigned, sub-let, or permitted to be used for any purposes not expressly permitted herein, without the advance written consent of LANDLORD. In the event TENANT permits another individual to occupy the leased premises without the written consent of LANDLORD, the unauthorized individual will be required to immediately vacate the UNIT, the locks will be changed, the key fobs will be deactivated, and the TENANT will be subject to a \$1,000 fine, in addition to the lock rotation charge.

### **LOCKS AND KEYS**

Locks may not be changed or added by TENANT without prior written permission of LANDLORD. Locks must be left in place upon vacating the UNIT. LANDLORD must have keys to all changed locks. All keys and, if applicable, gate cards, fobs and remotes must be returned to LANDLORD upon termination of occupancy, or LANDLORD may charge actual replacement costs plus a 15% administrative fee.

If TENANT finds it necessary to have authorized personnel unlock UNIT or Bedroom, a \$50.00 fee will apply, payable at the time service is rendered. LANDLORD will furnish TENANT with one key to the main entry door, one key to the Bedroom (if applicable), and one key to the mailbox. TENANT will be charged \$50.00 per lost key (entry door, bedroom door, and mailbox) and \$50.00 per gate remote or key fob not returned, or for those requiring replacement during the TERM of TENANT'S occupancy. Each TENANT may only possess one main entry door key; therefore, if the main entry door key is lost and TENANT requires a replacement, locks will be changed and TENANT will be charged \$75.00 for the lock rotation. TENANT agrees that such keys are provided solely for TENANT'S own use; duplicates will not be made of such nor will keys be loaned to any person. LANDLORD reserves the right to suspend this service at any time.

### **TRASH AND TRASH CHUTE**

TENANT must dispose of all trash in the proper bins in various collection areas on the PROPERTY. If property is equipped with a Trash Chute or Dumpster available to TENANT, then TENANT must use the Trash Chute or Dumpster to dispose of all waste. **TENANT may NOT leave trash around the outside**

of TENANT'S UNIT or on the PROPERTY for ANY LENGTH OF TIME. LANDLORD will impose a fine of \$100 per bag or item for violation of this policy as well as for any littering by TENANT or TENANT'S guests. TENANT agrees to bag all trash entering the garbage chute in accordance with applicable garbage and recycling principles followed in the building. Any combustible, smoldering, or explosive material is strictly prohibited from entering the trash chute. TENANT agrees not to dispose of large items or dispose of loose cardboard boxes in the chute. TENANT shall be liable for any damages caused by violation of this rule.

#### NO SMOKING

Smoking is strictly prohibited on the premises including in the UNIT, all amenity areas, and common areas (including the amenity and pool deck). Any TENANT found in violation of this policy will be immediately fined by management and risks fines imposed by city ordinances. Violations of this policy will result in fines as follows:

- First: A \$250 charge will be assessed against the TENANT
- Second: A \$500 charge will be assessed against the TENANT
- Third: Eviction

#### UTILITIES

TENANT must keep all utilities to the UNIT active; TENANT cannot turn off TENANT'S utilities if TENANT leaves, even for vacation. Unless LANDLORD instructs TENANT otherwise, TENANT must, for 24-hours a day during freezing weather, (a) keep UNIT heated to at least 50 degrees F., (b) keep cabinet and closet doors open; and (c) drip hot and cold water faucets. For any day with weather exceeding 100 degrees, TENANT must keep UNIT cooled to a temperature no higher than 85 degrees. TENANT is liable for damage to both LANDLORD'S and TENANT'S property and the property of others if the damage is the result of the utilities being turned off or because of broken water pipes due to TENANT'S violation of these requirements. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures.

#### PETS

Pets are not allowed in UNIT in any instance besides the use of a service animal. In the case that TENANT utilizes a service animal, management should be made aware of the specifications of the animal.

#### STAFF COMPLIANCE

TENANTS are required to comply with directives from staff, security personnel, and police and/or fire personnel at all times. Failure to comply with staff, security personnel, police and/or fire personnel will be considered a material breach of the lease and in addition to any other remedy allowed in this LEASE or by law, shall subject TENANT to an immediate fine of up to \$1,000 and/or eviction.

#### ALCOHOL, DRUGS, STOLEN PROPERTY

The decision to drink alcohol, and how much to drink is a personal one. Alcohol related conduct, which infringes on the rights of others to a quiet, orderly living environment is not acceptable under any circumstances

Consumption of alcohol must be in compliance with all federal, state, and local laws. No alcohol containers, which are larger than one gallon, are permitted on the PROPERTY. Kegs are prohibited on the PROPERTY and within the UNIT and on balconies. **Glass containers of any type or any other container containing alcohol are not permitted in common areas of the PROPERTY. Open containers of any kind containing liquid are not permitted in the hallways, lobby, or parking garage.**

LANDLORD or its agents may make periodic inspections of TENANT'S UNIT in order to ascertain any physical problems and also to ensure that LANDLORD'S property is being cared for properly. If during the course of an inspection, stolen property (I.E., unauthorized property, highway signs, etc.) or contraband is found, it will be removed by personnel immediately and TENANTS of UNIT may be subject to civil action.

It is illegal to use or possess illegal drugs or other controlled substances in both public and private spaces. TENANT(S) using, possessing or selling illegal drugs will be subject to disciplinary and/or criminal action, fines and eviction per these RULES AND REGULATIONS. No warning notice will be given and fines and/or eviction may be assessed at the LANDLORD'S discretion.

TENANT, on behalf of TENANT and TENANT'S guests and invitees, agrees to use and occupy the UNIT in strict accordance with all applicable laws, regulations and ordinances, including without limitation those of the State of Texas, the City of San Marcos, and Texas State University, including the Student Code of Conduct. This shall specifically apply, without limitation, to all laws, regulations and ordinances relating to the possession and consumption of alcohol and drugs. A breach of this paragraph shall be a material breach of this lease. Failure to comply with the provisions of this paragraph shall be deemed a material breach of this LEASE, and in addition to any other remedy allowed in LEASE or at law, shall subject the TENANT to an immediate fine at minimum \$150.00 and/or eviction. The Property Manager has full discretion regarding disciplinary action depending on the severity of the incident.

#### PLUMBING AND GARBAGE DISPOSAL

Lavatories, sinks, toilets, and all water and plumbing apparatus shall be used only for the purpose for which they are constructed. Sweepings, rubbish, rag, or other foreign substances shall not be thrown in such plumbing apparatus. The cost of repairs/replacement resulting from any damage to such apparatus and the cost of cleaning or repairing plumbing resulting from misuse shall be borne by TENANT.

TENANT agrees to not place hard objects, such as bottle caps, tab tops, pits of fruit, etc. in the garbage disposal in order to avoid a jam. Fibrous materials such as cigarettes, paper, banana skins, etc. will plug the disposal. In the event LANDLORD is called to fix a disposal and such materials are found therein, LANDLORD reserves the right to charge TENANT for the expense occurred.

#### FURNITURE

If UNIT is furnished by LANDLORD, TENANT may not remove any furniture, equipment or appliances from UNIT.

#### CONDITION OF THE UNIT AND ALTERATIONS

TENANT accepts UNIT, fixtures, and furniture as is. LANDLORD disclaims all express and implied warranties. TENANT will be given a Move-In Condition Form at the time of move-in. Within 48 hours after move-in, TENANT must sign and note on the form all defects or damage and return it to LANDLORD. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

When TENANT moves in, LANDLORD will supply light bulbs for fixtures LANDLORD furnishes, including exterior fixtures operated from inside UNIT; after 30 days, TENANT will replace them at TENANT'S expense with bulbs of the same type and wattage. All light bulbs must be operational at the time TENANT vacates the UNIT. Colored bulbs are not allowed in any exterior light fixtures. FOR LIGHT FIXTURES WITH HALOGEN BULBS, TENANT MUST HAVE LANDLORD CHANGE BULB. BULB MAY BE PURCHASED BY TENANT AND LANDLORD WILL NOT CHARGE LABOR COSTS TO INSTALL THE BULB.

TENANT must use customary diligence in maintaining UNIT and not damaging or littering the common areas. Unless authorized by statute or by us in writing TENANT must not conduct any repairs, paint, install wallpaper, install carpeting, perform electrical changes, or otherwise alter LANDLORD'S property. No holes or stickers are allowed inside or outside UNIT. No water furniture, refrigeration, washing machines, extra phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by statute or LANDLORD has consented in writing. TENANT agrees not to alter, damage, or remove LANDLORD'S property, including alarm systems, detection devices, furniture, telephone and cable TV wiring, screens, locks, and security devices.

No painting is allowed in UNIT. TENANT should not cover more than 25% of each wall with papers, posters, fabric, etc. In addition, no holes of any kind are permitted on any room or interior door. All window coverings must be approved by LANDLORD. LANDLORD may enter UNIT to remove, without

notice, any unapproved window coverings. Any and all repairs needed within TENANT'S bedroom and UNIT and other areas must be performed only by authorized maintenance personnel. TENANT(S) will be charged for the repair of any damage for which TENANT or TENANT'S guests are responsible.

TENANT may not install any wiring within UNIT. Absolutely no holes may be drilled within UNIT by TENANT - including without limitation outside or inside walls, roof, windows, or balcony railings.

TENANT may not store anything in closets where gas appliances, or heating and cooling equipment is installed.

Welcome mats, rugs or carpet remnants are not permitted in hallways.

TENANT'S improvements to UNIT (whether or not LANDLORD consents) become LANDLORD'S unless LANDLORD agrees otherwise in writing. LANDLORD shall have the right to immediately dispose of all TENANT'S belongings that remain in the UNIT after the termination of the lease term. The LANDLORD shall have no obligation to notify the TENANT regarding the disposal of personal belongings left in the UNIT after the lease termination.

**TENANT is responsible for carpet cleaning at the end of the LEASE. Carpets must be cleaned by a professional cleaning company and a receipt must be delivered to LANDLORD on or prior to move-out.**

A fifteen percent (15%) administrative charge will be added to all damage/cleaning/painting charges to the UNIT. Charges for damages may occur at any time during the LEASE TERM.

#### **MAIL**

The mailbox is to be used jointly by all the tenants assigned to TENANT'S UNIT. Packages may be received at the office. However, **LANDLORD takes no responsibility for lost, damaged or stolen property left with the office.** If TENANT decides to have packages dropped at the office, TENANT is doing so at TENANT'S own risk. LANDLORD encourages all tenants to obtain the appropriate insurance when having packages delivered. Packages which are not claimed within 30 days will not be held. LANDLORD reserves the right, at any time, to discontinue its acceptance of packages and reserves the right, on a case by case basis, to refuse to accept certain packages if LANDLORD is not comfortable accepting a particular package.

#### **GUESTS / DELIVERIES**

TENANT'S guests must abide by these RULES AND REGULATIONS. As host, TENANT is held accountable and is responsible for the conduct of TENANT'S guests at all times. LANDLORD reserves the right to exclude guests or others who, in LANDLORD'S sole judgment, have been violating the law, violating the LEASE or any rules or policies of the PROPERTY, or disturbing other tenants, neighbors, visitors or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot or will not identify himself or herself as TENANT or TENANT'S guest.

LANDLORD reserves the right to deny any guest access to the PROPERTY for any reason including non-payment of rent by TENANT.

TENANT must notify LANDLORD in writing of any expected guest(s), delivery service, maid service, etc. No key will be given to any guest, delivery service, maid service, and etc. without prior written permission from TENANT.

LANDLORD acknowledges the right of TENANT to entertain guests, but requires that no more than ten (10) persons are allowed in UNIT at one time and that order and tranquility prevail at all times. Any guest staying overnight for more than 2 consecutive 24-hour periods must receive written approval from LANDLORD. TENANT will be charged \$250 per night and will be subject to disciplinary/legal action, up to and including eviction for all violations of this rule. TENANT will also be responsible to pay all fines as a result of guest behavior that violates rules, regulations, and policies of this LEASE.

Guests become the responsibility of TENANT once they enter the building.

TENANT will be responsible for the cost of repairs for any and all damages caused by an excess number of people within the UNIT. TENANT is responsible for the actions of TENANT'S guests at all times while guests are on the PROPERTY or in any UNIT. LANDLORD may exclude guests or others who, in LANDLORD'S judgment, have been violating the law, violating this LEASE or any property rules, or disturbing other tenants, neighbors, visitors, or LANDLORD'S representatives. LANDLORD may also exclude from any patio/balcony or anywhere on the PROPERTY a person who refuses to or cannot or will not identify himself or herself as TENANT or TENANT'S guest. TENANT'S failure to comply with LANDLORD'S request of exclusion of a guest will result in eviction of TENANT. **ALL TENANTS AND TENANT'S GUESTS OF VISTAS SAN MARCOS MUST CARRY A GOVERNMENT ISSUED PHOTO IDENTIFICATION CARD AT ALL TIMES.**

#### **NOISE**

TENANT, members of TENANT'S family, and guests shall at all times maintain order in UNIT and at all places on the PROPERTY, and shall not make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise or otherwise disturb the comfort or interrupt the sleep of other tenants.

Musical instruments, radios, stereos, television sets, amplifiers and other instruments or devices may not be used in such a manner as may constitute a nuisance or disturb other tenants. LANDLORD reserves the right at any time to fine TENANT, contact guarantors, or declare TENANT in violation of the LEASE due to excessive noise and disturbances. LANDLORD and/or its agents on duty are the sole judge(s) of excessive volume levels, and reserve the right to enforce these rules.

Any general noise disturbances, i.e. noise from music, parties, machinery, etc., should be reported to LANDLORD or LANDLORD'S representative immediately. TENANT waives all rights to privacy when noise coming from UNIT is so loud that TENANT is unable to hear LANDLORD knock. LANDLORD may enter unit to lower or eliminate noise levels.

*TENANT will be found in violation of this LEASE and will be subject to fines and other disciplinary action if LANDLORD receives notice from the Police Department that noise levels were excessive.*

If TENANT does not answer the door for police, security, and/or Vistas San Marcos staff, TENANT will be subject to an immediate fine of \$250 and will be considered in default of the LEASE.

#### **COMMON AREAS**

TENANT recognizes that the common area facilities which may include such items as a Fitness Center, Sauna, Volleyball Court, BBQ Area, Swimming Pool, Parking Garage, Commercial Spaces, Television Room, Hot Tubs, Theater Room, Game Room, Study Lounge, Business Center or other similar facilities (hereinafter said Common Area Facilities are collectively referred to as "FACILITIES") have been made available by LANDLORD to TENANT.

**Policies for FACILITIES are posted in a conspicuous location and MUST be observed at all times. Anyone who violates these policies risks losing the privilege of using these FACILITIES and/or eviction.**

Only TENANT and invited guests accompanied by TENANT may use the FACILITIES provided by LANDLORD. FACILITIES may be used by such persons only in strict compliance with posted FACILITY policies and procedures. From time to time supplemental rules and regulations may be adopted by LANDLORD with respect to each FACILITY and will either be posted in appropriate areas or furnished in writing to tenants.

Neither TENANT nor TENANT'S guests may use the FACILITIES, parking lots or grounds in such a manner that interferes with the enjoyment of other tenants.

The driveways, sidewalks, courts, entry passages, stairs and halls shall not be obstructed or used for any purpose other than ingress and egress. Bicycles and other like vehicles shall not be allowed to obstruct the driveways, sidewalks, courts, entry passages, stairs or halls.

Use of common areas within the PROPERTY shall be governed by these RULES AND REGULATIONS and any Policies posted in the FACILITIES and shall

be used at the risk of TENANT and TENANT'S family and guests. No guest shall be permitted within the FACILITIES unless TENANT is also present. **TENANT indemnifies LANDLORD and holds LANDLORD harmless against all claims for personal injury sustained by TENANT and TENANT'S family and/or guests in their use and enjoyment of the FACILITIES.** Glass containers pose a serious risk of injury and are prohibited anywhere in the Common Areas on the PROPERTY.

In order to use FACILITIES, TENANT agrees that:

- a. TENANT shall not permit any guests to use FACILITIES without TENANT present;
- b. TENANT shall use FACILITIES in a prudent manner, consistent with the customary use of the FACILITIES;
- c. TENANT shall not use FACILITIES in a manner which is offensive or dangerous to TENANT or any users of FACILITIES;
- d. TENANT will follow policies as established by LANDLORD in connection with the operation of FACILITIES;
- e. LANDLORD shall have the right to discontinue providing any or all FACILITIES at any time and for any reason;
- f. LANDLORD does not provide attendants or supervision of any kind for FACILITIES;
- g. LANDLORD has made no representation (i) that LANDLORD'S representatives have any expertise in the operation of FACILITIES, (ii) that FACILITIES are fit for any particular purpose or (iii) as to the physical condition and operation of FACILITIES; and
- h. USE OF FACILITIES BY TENANT SHALL BE WHOLLY AT TENANT'S OWN RISK.

LANDLORD reserves the right to prohibit use of FACILITIES to any individual that LANDLORD, in its sole judgment, believes has failed to comply with any of the provisions of this Section.

Unauthorized PETS are not allowed within the FACILITIES or UNIT at any time for any reason. A \$500 fine will be assessed to TENANT for any violation of this policy by TENANT or TENANT'S guest.

In connection with TENANT'S use of FACILITIES, TENANT is responsible for payment for damages or costs to LANDLORD from any claim based upon the acts of TENANT or OCCUPANT or TENANT'S guests (which are prohibited from using FACILITIES); and

TENANT may not access any property facilities, common areas, or commercial spaces during unauthorized hours or times.

#### **OUTDOOR DECK USE**

TENANTS and TENANT'S GUESTS are required to wear LANDLORD-issued wristbands on the outdoor deck at all times. TENANTS will be provided with a wristband at the time of move-in and guest wristbands can be obtained during normal business hours from the front desk. Individuals without a wristband will be required to leave the outdoor deck and will be subject to disciplinary action in accordance with paragraph 3 of the rules and regulations.

Smoking and glass are strictly prohibited on the outdoor deck. Individuals caught smoking or possessing glass will be subject to an immediate \$500 fine and will be required to leave the outdoor deck. Repeat violations will result in additional fines, revocation of amenity privileges, and/or eviction.

#### **HAZARDOUS MATERIALS**

TENANT will not store or bring any hazardous materials on the PROPERTY or use the PROPERTY for any hazardous purposes.

#### **FIRE SAFETY**

Immediately call 911 in the event of a fire emergency.

LANDLORD shall furnish smoke detectors in good working order, when TENANT first takes possession. TENANT must immediately report smoke detector malfunctions to LANDLORD. The intentional sounding of any smoke alarm is prohibited. Neither TENANT nor others may disable smoke detectors. If TENANT disconnects or intentionally damages the smoke detector or does not replace batteries as needed, TENANT may be liable to LANDLORD for necessary damages as stated under Section 92.2611 of the Property Code for \$100 plus one month's RENT, court costs, and attorney's fees. If TENANT disables or damages the smoke detector or fails to report malfunctions to LANDLORD, TENANT will be liable to LANDLORD and others for any loss, damage, or fines from fire, smoke, or water. TENANT is responsible for the cost of battery replacement for the smoke detectors.

TENANT agrees:

- a. to notify LANDLORD immediately in writing if TENANT perceives there to be any problem, defect, malfunction or failure with the smoke detectors in UNIT;
- b. not to remove, modify, damage or service the smoke detector(s) other than replacing batteries when needed.
- c. that LANDLORD is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s);
- d. that TENANT assumes full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s). This responsibility will exist even if such malfunction or failure is attributable to, connected with, or in any way related to the use, operation, manufacture, distribution, repair, servicing or installation of the smoke detector(s); and
- e. that LANDLORD is not responsible for false alarms or malfunctions of the smoke detector(s) or any resulting inconvenience, expense, or consequences.

If TENANT'S UNIT contains an overhead sprinkler system, TENANT must take care not to unintentionally trigger the overhead sprinkler system in TENANT'S UNIT. TENANT may NOT hang items from the overhead sprinklers. A simple depression of the sprinkler head will result in a total draining of water from the system. LANDLORD will not be responsible for any damage that occurs as a result of such situations.

Space heaters and other similar appliances are prohibited. Appliances or items that use excessive amounts of electricity and/or create excessive heat are prohibited.

Candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) are not permitted within UNIT or any area of the PROPERTY. Neither LANDLORD nor Management Company will be responsible for any damage resulting from the use of such items.

#### **VEHICLES/PARKING**

TENANTS and/or guests are not permitted to park in garaged parking spaces unless assigned by LANDLORD.

Improperly parked vehicles will be towed at the vehicle owner's expense and sole risk.

If LANDLORD provides TENANT with a vehicle identification sticker (decal), it must be displayed in the front windshield (above the registration and inspection stickers) of TENANT'S vehicle at all times (if applicable). TENANT must return TENANT'S vehicle identification sticker when TENANT moves out.

TENANT may not repair any gasoline or gas-fueled vehicle, motorcycle, boat, moped, or other similar vehicle in any area of the PROPERTY.

Vehicles in use on the PROPERTY may not exceed a speed of 10 miles per hour.

If LANDLORD designates certain parking areas within the PROPERTY as TENANT Only Parking or Guest Only Parking, TENANT acknowledges that TENANT and/or TENANT'S Guests who violate these designations may be towed at the expense and sole risk of the vehicle owner.

The washing of cars or other vehicles on the PROPERTY is prohibited. If there is a designated car wash area, TENANT may wash TENANT'S vehicle in this area only. The repairing or performing of other mechanical or maintenance work on TENANT'S vehicle within the PROPERTY is prohibited at all times.

Trailers, campers, mobile homes, recreational vehicles, commercial vehicles (commercial trucks or equipment or vehicles that carry or are mounted with equipment used in a profession or employment, including taxis), trucks (other than a standard size or smaller pick-up truck or van), inoperable vehicles of any kind, boats, or similar equipment or vehicles, cannot remain in any area of the PROPERTY except for the temporary purpose of loading or unloading of

passengers or personal property unless TENANT has a written agreement with LANDLORD. Vehicles parked in violation of this provision are subject to towing at the vehicle owner's expense.

Prohibited vehicles include: those having a flat tire or other condition rendering it inoperable; those having an expired license or inspection sticker; those taking up more than one parking space; those belonging to a person who does not have a current parking contract or former tenant who has been evicted; those parked in a designated handicap space without the required handicap insignia; those blocking another vehicle from exiting or entering; those parked in a fire lane or designated "no parking" area; or those parked in a space designated to or assigned to other tenant(s).

TENANT(S) should call the designated towing company or management office to report a parking violation. The management office may notify the towing company, who will tow the vehicle, if any of the following situations exist:

- a. The unauthorized vehicle is parked in such a manner as to obstruct a fire lane;
- b. The unauthorized vehicle is obstructing an entrance, exit, space or aisle of the parking facility;
- c. The unauthorized vehicle is parked in a space that has been reserved by another vehicle owner; or
- d. The unauthorized vehicle is parked in any space for which they do not have the required permit or authorization.

TENANT must park inside designated gate(s).

#### PROPERTY GATES

TENANT agrees as follows:

- a. LANDLORD has furnished gate(s) on the PROPERTY for the sole purpose of restricting access to the PROPERTY, not for TENANT'S safety.
- b. The installation or use of the gate(s) shall not in any way prevent LANDLORD at any time, from permanently removing the gate(s) and removal thereof shall not be a breach of any expressed or implied warranty, covenant, or obligation under the LEASE; and
- c. TENANT understands how to use the gate(s) and shall not act in any way to impair the use or function of the gate(s).
- d. TENANT shall comply with the approved guidelines of the gate(s) in that one vehicle at a time is permitted through the gate(s). Following another vehicle too closely through the gate could result in damage to TENANT'S vehicle and is not allowed.
- e. Entering through an exit gate is prohibited and could cause severe tire damage.

EXPRESS WAIVER OF WARRANTY:

- a. TENANT is advised that the gate(s) are mechanical devices and can be rendered inoperative at any time. LANDLORD shall not be liable for a temporary failure of the gate(s).
- b. TENANT agrees that LANDLORD'S installation or use of the gate(s) does not constitute a voluntary understanding or agreement by LANDLORD to provide security to TENANT, TENANT'S family, guests, or other occupants of UNIT.
- c. LANDLORD is not and shall not become liable to TENANT, TENANT'S family, guests or other occupants for any injury, damage or loss whatsoever which is caused as a result of any problem, defect, malfunction or failure of the performance of the gate(s). TENANT further agrees that LANDLORD is not liable for injury, damage, or loss of any person or property caused by any other person, including, but not limited to, theft, burglary, trespass, assault, vandalism or any other crime. Neither LANDLORD nor LANDLORD'S agents, contractors, employees, or representatives shall be liable in any way for any disruption in the operation of the gate(s) and TENANT agrees on behalf of themselves, TENANT'S family, guests and the other occupants, that TENANT shall never make demand upon, look to, institute, or prosecute suit against LANDLORD, or any of LANDLORD'S agents, contractors, employees or representatives, that are incidental to the installation, operation, repair or replacement or use of the gate(s). This is an express covenant not to sue and TENANT releases LANDLORD, LANDLORD'S agents, contractors, employees, and representatives, their heirs, and successors from any and all liability connected with the gate(s).
- d. TENANT'S safety is the responsibility of the local law enforcement agency. In the event that TENANT is in need of police protection of any kind TENANT will contact the local law enforcement agency. TENANT acknowledges and agrees not to contact LANDLORD for TENANT'S security needs as this could only delay the response time of the local law enforcement agency.

#### WEAPONS

Possession of any weapon or ammunition is prohibited unless authorized by the law. This includes but is not limited to guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns. Serious injury has occurred in situations where facsimile weapons have been mistaken for actual weapons.

#### HARASSMENT

Harassment involves behavior towards another person that is unwanted. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying. Any of these behaviors will lead to disciplinary action.

#### PHOTOGRAPHS

TENANT hereby gives LANDLORD permission to take photographs on which TENANT or TENANT's family, occupants, guests, licensees, invitees or agents appear during LANDLORD hosted functions or activities which may then be used for the community newsletter, bulletin board, website, or other publications for marketing purposes. TENANT accepts that neither TENANT nor any of TENANT's family, occupants, guests, licensees, invitees or agents appearing on such photographs shall be entitled to any royalties, fees, compensation, or any other consideration therefor and TENANT, for TENANT and for each of TENANT's family, occupants, guests, licensees, invitees and agents that may appear on such photographs hereby waives every and all rights that any thereof may be entitled to under applicable law.

#### VANDALISM

Vandalism of UNIT and/or PROPERTY (with reference to both the bedroom, UNIT, and all common areas) will not be tolerated and will result in an immediate minimum fine of \$100 in addition to the costs of repair to the vandalized property being passed on to TENANT.

#### USE OF UNIT

TENANT shall use UNIT for residential purposes only. TENANT shall not use UNIT or any part of the PROPERTY for any commercial business or purpose. TENANT shall use and occupy UNIT and PROPERTY in compliance with all applicable local, state, and federal laws and any rules and regulations of any governmental board having jurisdiction.

#### SERVICE REQUESTS

LANDLORD offers 24-hour response to emergency service requests. The following issues will be considered maintenance emergencies: broken water lines, no heat when the outside temperature is below 55 degrees F, no a/c when the outside temperature is above 85 degrees F, no electricity (TENANT(S) will be charged if LANDLORD responds and finds that the electric service was disconnected by the utility company for non-payment), refrigerator/freezer not cooling, and no hot water. For after-hours emergencies, call our 24-hour on-call phone line and explain the situation. The attendant will be instructed to contact the proper service personnel. For non-emergency service requests, please call during regular management office hours. **TENANT must first Call 911 in case of fire and other life-threatening situations.**

#### MODIFICATION OF RULES AND REGULATIONS

TENANT and TENANT'S guests will be required to comply with all of the requirements set forth in these RULES AND REGULATIONS. LANDLORD has the right to change these RULES AND REGULATIONS from time to time, as LANDLORD deems necessary. Any changes to these RULES AND REGULATIONS will be effective and will become part of the LEASE once they have been delivered to TENANT or posted in a public area of the PROPERTY

used for such purposes. TENANT is responsible for TENANT'S guest's compliance with all of these RULES AND REGULATIONS. Neither Management nor LANDLORD will be responsible to TENANT if LANDLORD fails to cause compliance by any person with these RULES AND REGULATIONS.

**TENANT:**

\_\_\_\_\_  
**TENANT Signature**

\_\_\_\_\_  
**Date**

**SAMPLE**

**TENANT ACKNOWLEDGEMENT OF SECURITY POLICY**

- a) TENANT AND GUARANTORS acknowledge that neither LANDLORD, the management company, nor the agent for LANDLORD:
  - 1. has made any representations, written or oral, concerning the safety of PROPERTY or the effectiveness of any security/monitoring devices or measures, if any; and
  - 2. warrants or guarantees the safety or security of TENANT(S), or TENANT'S guests or invitees against the criminal or wrongful acts of third parties.
  
- b) TENANT AND GUARANTORS acknowledge that:
  - 1. each TENANT, guest or invitee is responsible for protecting his or her person and property;
  - 2. the intercoms, building access systems and/or video camera systems, if any, are for convenience only and are not intended to be security systems. LANDLORD does not assure that intercoms, building access systems and/or video camera systems will continue to operate. If operation is interrupted for any reason, LANDLORD may either make repairs or abandon the intercom system, building access systems and/or video camera system;
  - 3. security/monitoring devices or measures, if any, may fail or be thwarted by criminals or by electrical or mechanical malfunction and that TENANT should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

**SECURITY GUIDELINES**

- a) We recommend that you abide by the following guidelines and use common sense in practicing safe conduct. Inform all other OCCUPANTS in your UNIT, including any children you may have, about these guidelines.
  
- b) PERSONAL SECURITY—WHILE INSIDE YOUR UNIT
  - 1. Lock your doors and windows—even while you're inside.
  - 2. Engage the keyless deadbolts or door latches on all doors while you're inside.
  - 3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts.
  - 4. If children (who are old enough to take care of themselves) are left alone in your UNIT, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone—regardless of whether the person is a stranger or an apartment maintenance or management employee.
  - 5. Do not put your name, address, or phone number on your key ring.
  - 6. If you are concerned because you have lost your key or because someone you distrust has a key, ask LANDLORD to re-key the locks. You have a statutory right to have that done, as long as you pay for the re-keying.
  - 7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call LANDLORD.
  - 8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
  - 9. Check your door lock, window latches, and other security devices regularly to be sure they are working properly.
  - 10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
  - 11. Immediately report to LANDLORD – in writing, dated, and signed – any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
  - 12. Immediately report to LANDLORD – in writing, dated, and signed – any malfunction of other safety devices outside your UNIT, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
  - 13. Close curtains, blinds, and window shades at night.
  - 14. Mark or engrave your driver's license number or other identification on valuable personal property.
  
- c) PERSONAL SECURITY – WHILE OUTSIDE YOUR UNIT
  - 1. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door security bar that you have.
  - 2. Leave a radio or TV playing softly while you're gone.
  - 3. Close and latch your windows while you're gone, particularly when you're on vacation.
  - 4. Tell your roommate or spouse where you're going and when you'll be back.
  - 5. Don't walk alone at night. Don't allow your family to do so.
  - 6. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
  - 7. Don't give entry keys, codes or electronic gate cards to anyone.
  - 8. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
  - 9. Let the LANDLORD and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your UNIT since the LANDLORD cannot assume that responsibility.
  - 10. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
  - 11. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.
  
- d) PERSONAL SECURITY—WHILE USING YOUR CAR
  - 1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
  - 2. Don't leave exposed items in your car, such as CDs, mp3 players, wrapped packages, briefcases, or purses.
  - 3. Don't leave your keys in the car.
  - 4. Carry your key ring in your hand whenever you are walking to your car.
  - 5. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
  - 6. Check the backseat before getting into your car.
  - 7. Be careful when stopping at gas stations or automatic-teller machines at night – or anytime when you suspect danger.

*No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

**TENANT:**

**LANDLORD:  
DDELTA, LLC**

\_\_\_\_\_  
TENANT Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
Date



**LEASE ADDENDUM  
FOR  
A DRUG-FREE CRIME-FREE HOUSING**

In consideration of the execution or renewal of a LEASE of the UNIT identified in the LEASE, LANDLORD and TENANT agree as follows:

1. TENANT, any member of the TENANT's household or a guest or other person under the TENANT's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802]).
2. TENANT, any member of the TENANT's household, or a guest or other person under the TENANT's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the PROPERTY.
3. TENANT or members of the TENANT's household **will not permit the UNIT to be used for, or to facilitate, criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
4. TENANT or members of the TENANT's household or guest, or another person under the TENANT's control shall not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether **on or near the UNIT**, PROPERTY, or otherwise.
5. TENANT, any member of the TENANT's household, or a guest or another person under the TENANT's control shall not engage in any illegal activity, criminal street gang activity, threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms, on or near the UNIT, or any breach of the LEASE that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent, or other TENANT or involving imminent serious property damage.
6. **VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.** A **single** violation of any provisions of the addendum shall be deemed a serious violation, and a material and irreparable non-compliance. It is understood that a **single** violation shall be good cause for **immediate termination of the LEASE**. Unless otherwise prohibited by law, proof of violation **shall not require criminal conviction**, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the LEASE, the provisions of the addendum shall govern.
8. This **LEASE ADDENDUM** is incorporated into the LEASE executed or renewed this day between LANDLORD and TENANT.

\_\_\_\_\_  
TENANT Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

Date: \_\_\_\_\_

## HOW TO REPORT SUSPICIOUS OR CRIMINAL ACTIVITY

Use "911" only for medical emergencies, fires, reporting crimes in progress or that have just occurred. For non-emergency situations or relaying criminal information, call police department at (512) 753-2108. The Call-Taker will record the information and do one of the following.

1. Dispatch a Beat Officer to your location.
2. Connect you with an Officer working the front desk.
3. Arrange to have an Officer call you back.
4. Send your information to the appropriate Division for further follow-up.

While you may provide information anonymously, it is more helpful if the Call-Taker has your name and phone number for re-contact. Further questions may arise during a follow-up investigation, and a successful outcome may hinge on whether you can be contacted to answer them. In any event, when calling provide as much information and as many details as you can.

Describe the activity and its location.

- ✓ Provide names ("street names," nicknames, aliases) of persons involved
- ✓ Describe the persons involved one at a time, including:
  - Sex            -Height            -Hair color
  - Race           -Weight           -Eye color
  - Age
- ✓ Any distinguishing features; unusually hairstyles, tattoos, etc.
- ✓ Give addresses and apartment numbers of the people involved.
- ✓ Describe the residence/business (actual address if known), which side of the street, which corner, color of building, distinguishing features, etc.

### CRIME FREE MULTI-HOUSING PROGRAM A Practical Guide for TENANTS

Vistas San Marcos is committed to keeping illegal activity out of the apartment community you reside in. Your LANDLORD has taken positive steps to promote effective management to improve the health of the community and the quality of life for all TENANTS in your PROPERTY. Your LANDLORD has implemented positive changes to develop an environment where the potential crime cannot flourish.

To address the crime problem in rental properties it requires a unique coalition of landlords, TENANTS and the police. The most effective way to deal with any illegal activity on rental property is through a coordinated effort.

The following information is provided to help you protect your PROPERTY, your vehicles and most importantly, your personal safety.

#### Property Crime Prevention

- Always keep your doors locked – even when you are home
- Use your deadbolt lock at all times
- Identify who is knocking or buzzing your residence – ask for identification if you don't know the person-before you open the door
- Use your peep hole or nearby window to view guests prior to opening the front door
- Never leave an extra key outside the door
- Never lend your key to other people
- Report lost or stolen keys to the manager immediately and have the locks changed
- Secure all windows and utilize the secondary lock
- Secure your sliding patio door and utilize the secondary lock
- Close your blinds to deter criminals from scouting out your valuables
- Do not allow newspapers, handbills, etc. to accumulate at the front door

#### Vehicle Theft

- Auto Theft Protection – Starts With You
- Take your keys
- Lock your car
- Park in well-lighted areas
- Don't leave your car running unattended, even for a minute
- Completely close your car windows
- Do not leave valuables in plain view
- Remove your stereo face plate
- Do not hide a spare set of keys in the car – the pros know where to look
- Keep your vehicle registration information with you – not in the glove compartment
- In you have a garage, use it
- Using a visible and audible deterrents – alert thieves that your car is protected
- Use a visual anti-theft device – steering wheel lock
- Audible alarms
- Window Etching – etch vehicle identification number on vehicle windows

#### Bicycle Theft

- Be sure to secure your bicycle inside your apartment
- Do not leave your bicycle on the balcony, even the second level
- If you choose to leave your bicycle on the balcony secure it with a working locking device
- Be sure to write down your serial number in case your bicycle is stolen. Law Enforcement will require this information in reporting the theft.

#### Assault Prevention

- Protecting yourself is a matter of avoiding the situation before it happens
- Keep your doors locked and windows rolled up to prevent anyone from reaching inside your car
- Always lock your doors when you park
- Always be attentive in parking lots as you return to your car
- Get in the habit of locking your doors and windows at all times
- Never remain in the laundry room in an apartment community alone
- Plan your route, especially at night. Follow well-lighted and populated streets
- Try to walk with someone else whenever possible

- Avoid dark places, short cuts, bushy trees and shrubs, and sparsely traveled areas
- Stay Alert and attentive to your surroundings at all times

Please keep in mind that this is your home, your neighborhood and your community. Much of your personal safety and that of the neighborhood depends on your active participation in the crime prevention efforts. You are a vital part of your community security and welfare.

Report Crimes in Progress to 9-1-1  
Non-Emergency Number (512) 753-2108

\_\_\_\_\_  
**TENANT's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**OWNER'S REPRESENTATIVE**

\_\_\_\_\_  
**Date**

**SAMPLE**

**WATER ADDENDUM**

**REASON FOR ALLOCATION**

When water and wastewater bills are paid 100 percent by the LANDLORD, TENANTS have no incentive to conserve water. This results in waste of our state's natural resources and adds to the overhead of the PROPERTY and that usually means higher rents. Allocation of water bills saves money for TENANTS because it encourages them to conserve water and wastewater. We, as LANDLORDS also have incentive to conserve bills because we are required by law to pay a portion of the total water bill(s) for the entire PROPERTY.

**YOUR PAYMENT DUE DATE**

Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your UNIT. You agree to mail or deliver payment to the Vista San Marcos Office so that payment is received no later than the due date. You will pay a late charge of 5% of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water, but we may immediately exercise all other lawful remedies, including eviction – just like late payment of RENT.

**ALLOCATION PROCEDURES**

Your RENT installment under Vista San Marcos's LEASE Contract does not include a charge for water and wastewater bill(s) for the PROPERTY. Instead, you will be receiving a bill from us each month for such utilities per **paragraph 14**. We may include this item as a separate and distinct charge as part as part of a multi-item bill. We will allocate the monthly master meter water/wastewater bill(s) for the PROPERTY, based on an allocation method approved by the Texas Commission on Environmental Quality (TCEQ) and described below.

The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 291.124 (e) (2) (A) of the TCEQ rules:

**subdivision (iv) - combination of occupancy and square feet of the apartment**

The normal date on which the utility company sends its monthly bill to us for the water/wastewater master meter is about the **10<sup>th</sup> day of the month**. Within **10 days** thereafter, we will try to allocate that master meter bill among our TENANTS by allocated billing.

**COMMON AREA DEDUCTION**

We will calculate your allocated share of the master metered water/wastewater bill(s) to be allocated unless expressly allowed by TCEQ rules. We will also deduct for utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total master meter bill(s) to be allocated unless expressly allowed by TCEQ rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our master meter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

**CHANGE OF ALLOCATION FORMULA**

The above allocation formula for determining your share of the master metered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by TCEQ; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

**PREVIOUS AVERAGE:**

As required under TCEQ rules, you are notified that the average monthly bill for all UNITS in the previous calendar year, to the extent that there is a previous calendar year, in whole or in part, during which the VISTAS SAN MARCOS Apartment Community shall have operated, is available upon written request to the Property Manager.

**RIGHT TO EXAMINE RECORDS**

During regular weekday office hours, you may examine: (1) our water/wastewater from the utility company by appointment; (2) our calculations of your monthly allocations through our utility billing provider; (3) any other information available to you under TCEQ rules. Please give us reasonable advance notice to gather data. Any disputes relating to the computation of your bill will be between you and us.

**TCEQ**

Water allocation billing is regulated by the TCEQ which has published a summary of the rules (called a tenant guide). A copy of this summary or a copy of the rules is given to you upon request at the same time as you have signed this Water Addendum. This addendum complies with those rules.

**CONSERVATION EFFORTS**

We agree to use our best efforts to repair any water leaks inside and outside of your UNIT no later than 7 days of being notified of them in writing. You agree to use your best efforts to conserve water and notify us of leaks.

*This addendum automatically renews or transfers with each subsequent LEASE Agreement at Vistas San Marcos and includes all final water bills that are due after occupancy is terminated.*

**TENANT:**

**LANDLORD:**  
**DDELTA, LLC**

\_\_\_\_\_  
TENANT's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER'S REPRESENTATIVE

\_\_\_\_\_  
Date

**DAMAGES AND COSTS ADDENDUM**

The condition of the UNIT will be assessed in accordance with paragraph 15 of the LEASE agreement for damages in the UNIT and PROPERTY as described in paragraph 1.

**CLEANING INSTRUCTIONS**

When cleaning your apartment and preparing for move-out, please make sure that all areas in your bed space and common areas are clean. This includes, but is not limited to: all appliances (refrigerator, stoves, microwaves, dishwashers), drip pans, cabinets, doors, patios, window screens, baseboards, flooring, windows and sills, toilets, bathtubs, sinks, countertops, nail holes, carpet, ceiling fans, light fixtures, air vents, all shelving, etc...

**FULL PAINT**

A full paint after occupancy of only 1 year is not considered normal wear and tear.

**CARPET CLEANING**

Tenant is responsible for carpet cleaning at the end of the lease. Carpets must be cleaned by a professional cleaning company and a receipt must be provided to management on or before move-out.

**DAMAGE COSTS**

The following is a list of potential charges that could be assessed to your account for damages during the TERM of LEASE, the end of the LEASE TERM or after occupancy is terminated as outlined in **paragraph 43**.

<b>ITEM</b>	<b>ESTIMATED COST</b>
Mailbox Key Replacement	\$50.00
Apartment Key Replacement	\$50.00
Room Key Replacement	\$50.00
Parking Sticker Replacement (Not Expired)	\$50.00
Lock Change	\$50.00
Access Gate Remote	\$50.00
Garage Remote	\$50.00
Window Screen Replacement	\$75.00
Blind Replacement (window and vertical)	\$40.00-95.00
Broken Window Replacement	\$175-300.00
Sliding Glass Window Replacement	\$200-275.00
Carpet Cleaning	Starts at \$45.00/Area
Carpet Replacement	Individual Bid
Interior Door replacement	\$75 per Door
Room Cleaning-light, medium, heavy	\$25.00-50.00
Common Area Clean (total)	\$75.00-110.00
Drip Pan Replacement (4)	\$25.00
Trash Out (per bag/box)	\$25.00
Sheetrock Repairs (per area)	\$10.00-170.00
Refrigerator Replacement	\$600.00
Microwave Replacement	\$100.00
Washer Replacement	\$350.00
Dryer Replacement	\$300.00
Counter Top Resurfacing	\$80.00-200.00
Tub Resurfacing	\$150.00-325.00
Full Paint per Bed Space	\$75.00
Full Paint Color Change per wall	\$100.00-200.00
Full Paint Unit	Individual Bid

**COMMON AREA DAMAGES**

Your account will be charged for any damages in your bed space assigned to you on your LEASE agreement in **paragraph 1**. Common area damages will be divided amongst all TENANTS in the UNIT unless a letter assuming responsibility is received in the office prior to move-out.

**ADMINISTRATIVE FEE**

There is a fifteen percent (15%) administrative charge added to all damage, cleaning, or painting charges in the UNIT.

*All damage costs listed above are estimates. They are subject to change at any time and not inclusive of all move-out charges subject to your account.*

**TENANT:**

**LANDLORD:  
DDELTA, LLC**

\_\_\_\_\_ **TENANT's Signature**

\_\_\_\_\_ **Date**

\_\_\_\_\_ **OWNER'S REPRESENTATIVE**

\_\_\_\_\_ **Date**