

APARTMENT LEASE AGREEMENT

TEXAN RANCH APARTMENTS

Date: _____

Landlord: Texan Ranch Apartments

Landlord's Address: 8301 N Ware Road, McAllen, TX 78504

Tenant(s) Name: _____

Additional Occupants (Name, Age): _____

Tenant's Phone Number: _____

Tenant's Email Address: _____

Tenant's Government-Issued ID (Driver's License / State ID #): _____

State: _____

Tenant's Address (Premises): 8301 N Ware Road, McAllen, TX 78504

Premises: Unit # _____ Meter # _____

Lease Term: _____

Commencement Date: _____

Termination Date: _____

Base Rent (Monthly): \$ _____

Security Deposit: \$ _____

Permitted Use: Residential only. Any unlawful use is a Lease violation.

DEFINITIONS

“Essential Services” means utility connections for electricity and water.

“Injury” means (1) harm to or impairment or loss of property or its use, or (2) harm to or death of a person.

“Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord, including Additional Rent.

“Additional Rent” includes all monetary obligations of Tenant under this Lease, including but not limited to late fees, utility overages, repair costs, administrative fees, legal costs, notice fees, service charges, collection costs, and any other amounts owed by Tenant under this Lease. All Additional Rent is due upon demand unless this Lease provides otherwise and shall be treated as Rent for all enforcement purposes to the fullest extent permitted by Texas law.

A. AGREEMENTS

1. Lease of Premises; Essential Services. The Premises are leased to Tenant for the entire Lease Term. The Lease includes the providing of Essential Services, subject to the Texan Ranch Apartment Utility Addendum (the “Utility Addendum”), which is incorporated into and made part of this Lease. In the event of a conflict, the Utility Addendum controls.

Common areas are subject to rules and regulations adopted by Landlord/management from time to time.

2. Occupancy; Guests. Only the persons listed as Tenant(s) may occupy the Premises. Any additional occupant must be approved in writing by Landlord and will be subject to additional rent in an amount determined by Landlord. A maximum of two (2) overnight guests are allowed. A “guest” is a person who stays in the Premises seven (7) nights or less. A stay beyond seven (7) nights makes the person an occupant who must be approved as stated above. Any person occupying the Premises without Landlord’s prior written approval constitutes a material default entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure, to the fullest extent permitted by Texas law.

3. Rent; Due Date; Late Fees. Rent is due monthly, in advance, on the 1st day of the month and payable to Landlord at the location and/or by the payment methods designated by Landlord. Late fees: Ten percent (10%) of monthly Base Rent if Rent is not received by the 3rd day after

the due date; an additional Two percent (2%) of monthly Base Rent if Rent and prior late fees are not received by the 15th day after the due date. Total late fees shall not exceed twelve percent (12%) of monthly Base Rent per month, in compliance with Texas Property Code §92.019. Weekends and holidays do not excuse timely payment.

4. Security Deposit. Upon execution, Tenant shall pay the Security Deposit as security for unpaid Rent, charges, and damages beyond normal wear and tear, as permitted by Texas law.

5. Condition; AS-IS; Move-In Inspection. Tenant accepts the Premises in its present condition "AS IS," subject to Landlord's obligations under the Texas Property Code and the warranty of habitability. Prior to or at the time of move-in, Tenant shall complete and sign a Move-In Condition Checklist provided by Landlord documenting the condition of all surfaces, appliances, fixtures, and features of the Premises. The signed checklist shall be returned to Landlord within forty-eight (48) hours of move-in and shall serve as the agreed record of pre-existing conditions. Failure to return the checklist within forty-eight (48) hours constitutes Tenant's acceptance that the Premises were received in good, clean, and undamaged condition. The checklist will be used at move-out to determine damage beyond normal wear and tear. First month's Rent and the Security Deposit must be paid at signing unless otherwise agreed in writing.

6. Notice to Vacate; Renewal; Early Termination Charges. Tenant must provide at least thirty (30) days' written notice of intent to vacate, delivered in person at the office, by email to texanranchapts@gmail.com, or by any other method permitted under this Lease. If notice is not provided, the Lease converts to month-to-month upon expiration, on the same terms, until properly terminated. If Tenant terminates early without Landlord's written agreement, Tenant remains liable for Rent and charges as allowed by law, and Tenant agrees to pay an early termination charge equal to seventy percent (70%) of the remaining Rent due through the Termination Date (or, if prohibited, the maximum amount allowed by law). The parties acknowledge that Landlord's actual damages from early termination are difficult to ascertain with certainty and that the early termination charge represents a reasonable estimate of lost rent, vacancy risk, downtime, and re-leasing costs and is agreed as liquidated damages, not a penalty. Landlord shall make commercially reasonable efforts to re-let the Premises following early termination. For purposes of this section, "net rent" means gross rent actually received from a replacement tenant during the remaining original Lease Term, less Landlord's costs of re-letting, including but not limited to advertising expenses, cleaning, make-ready repairs, leasing commissions, administrative costs, and other commercially reasonable re-letting expenses. Any net rent so calculated shall reduce Tenant's early termination liability. Landlord may apply the Security Deposit to amounts owed as permitted by Texas Property Code Chapter 92.

7. Pets. Pets are permitted only with Landlord's written approval and payment of a non-refundable pet fee per lease term: Small (<20 lbs) \$100; Medium (21-50 lbs) \$150; Large (>50 lbs) \$250. Landlord may request veterinary documentation to verify size. No aggressive breeds or exotic animals without written consent. Unauthorized animals constitute a Lease violation. Tenant is responsible for all damage/cleaning caused by any animal and all costs incurred by Landlord in removing unauthorized animals.

8. HERO Program Incentive. Eligible tenants enrolled in the HERO Program receive a 10% discount on Base Rent during the Lease term, subject to verification and prior approval. HERO includes: military, law enforcement, veterans, border patrol, firefighters, nurses/medical staff, and teachers.

9. Incorporated Exhibits. Exhibits B (Vacating Procedures), C (Prohibited Activities), D (General Provisions), and G (Smoke Detector Addendum) are incorporated by reference and made part of this Lease.

EXHIBIT B - VACATING PROCEDURES

1. Month-to-Month Notice. A Tenant renting month-to-month must give Landlord written notice of intent to vacate at least thirty (30) days prior to move-out. If Tenant moves out prior to the 30th day, Tenant remains liable for Rent through the 30th day.

2. Fixed-Term Expiration. Tenant shall provide Landlord with written notice of intent to renew or vacate at least sixty (60) days prior to the Termination Date. If Tenant fails to provide such notice, the Lease converts to month-to-month on the same terms until properly terminated by either party with thirty (30) days written notice.

3. Showings. After notice to vacate, Tenant must make the Premises available for showings to prospective tenants or purchasers during normal business hours (8:00 a.m. to 6:00 p.m., Monday through Saturday) upon a minimum of one (1) hour's advance notice by phone, email, or text. Repeated or unreasonable denial of showing access constitutes a Lease default. Tenant may not revoke a notice to vacate without Landlord's written consent. Landlord may require reimbursement of reasonable advertising costs incurred in reliance on the notice to vacate.

4. Condition at Move-Out; Pre-Inspection. Tenant must return the Premises to the condition received, ordinary wear and tear excepted. Landlord may conduct a pre-move-out inspection during the week before move-out.

5. Cleaning/Repairs. If cleaning or repairs are needed, Landlord may hire professionals at market rates. Costs may be deducted from the Security Deposit as permitted by law.

6. Deposit Accounting/Refund. Landlord will refund the Security Deposit, less lawful deductions, within thirty (30) days after Tenant surrenders the Premises, as required by Texas Property Code §92.103. Tenant should provide a forwarding address for mailing; otherwise, the refund will be held for pickup during normal hours.

7. Assignment/Subletting; Short-Term Rental Prohibition. Tenant shall not assign, sublet, or grant any license without Landlord's prior written consent. Any unauthorized assignment/sublet is void and constitutes a default. Tenant shall not list, advertise, rent, or otherwise make the Premises (or any portion thereof) available through any short-term rental platform, application, or service, including but not limited to Airbnb, VRBO, HomeAway, Facebook Marketplace, or any similar service, regardless of the duration of any individual stay or whether compensation is received. Any such listing, even if no booking is completed, constitutes a material default. Landlord shall be entitled to all revenue received by Tenant from any unauthorized short-term rental use as additional damages, in addition to all other remedies available under this Lease.

8. Abandonment. If Tenant abandons the Premises, Landlord may obtain possession as provided by law. Tenant property left may be treated as abandoned and disposed of as permitted by law.

9. Early Termination for HERO Military Transfer or Job-Required Relocation. A Tenant qualifying under the HERO Program may terminate this Lease early without the standard early termination charge only if the termination is required by: (i) a permanent military change-of-station or transfer order; or (ii) a mandatory employer-required relocation to a worksite located more than fifty (50) miles from the Premises. Tenant must provide: (a) at least thirty (30) days' prior written notice to Landlord; (b) a copy of official transfer or relocation orders from the employing agency or branch of service; and (c) any other documentation reasonably requested by Landlord to verify eligibility. Voluntary job changes, resignations, or retirements do not qualify under this provision.

10. Domestic Violence, Sexual Assault, Stalking, and Human Trafficking – Early Termination Rights (Texas Property Code §92.016). A Tenant who is a victim of sexual assault, sexual abuse, indecent exposure, stalking, or human trafficking committed in the dwelling unit or on the Property may terminate this Lease without penalty by: (i) delivering written notice of termination to Landlord; (ii) providing a police report filed with a law enforcement agency and any other required official documentation substantiating the incident; and (iii) vacating the Premises. Termination is effective on the date Tenant vacates. Landlord shall not retain the Security Deposit or assess an early termination fee arising solely from a termination under this provision.

EXHIBIT C – PROHIBITED ACTIVITIES

The following activities are prohibited on the Premises and Property and constitute a material default under this Lease. Each violation is grounds for termination and legal action. Tenant is responsible for violations committed by Tenant's occupants, guests, and invitees.

1. Using the Premises for any purpose other than residential use; creating a nuisance; or permitting waste or deterioration of the Premises or Property.
2. Parking or storing vehicles except in designated areas. Landlord may tow at Tenant's expense any vehicle that is inoperative, unregistered, improperly parked, or otherwise towable under Texas law, without prior notice. All towing, impound, and storage costs associated with the removal of any vehicle under this provision shall be the sole responsibility of the registered owner and/or Tenant. Landlord shall have no liability for any vehicle towed pursuant to this provision.
3. Smoking, vaping, or use of e-cigarettes or any tobacco or cannabis product inside the Premises or within twenty (20) feet of any building entrance, window, or ventilation opening. Smoking is prohibited in all common areas. Tenant shall be liable for all costs of cleaning, deodorizing, and restoring the Premises to a smoke-free condition upon move-out, which may be deducted from the Security Deposit. The presence of smoke, tobacco, cannabis, or vaping odor in the Premises or detected in HVAC filters, carpets, walls, ceilings, or fixtures at move-out shall constitute conclusive evidence that a smoking violation occurred during the Lease Term, regardless of whether Landlord can identify the specific date(s) of any violation.
4. Alcohol consumption in common areas, parking lots, or any area outside Tenant's unit, subject to applicable law and community rules.
5. Any illegal drug activity, including the use, possession, manufacture, sale, or distribution of any controlled substance on the Premises or Property, constitutes a material breach entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure, to the fullest extent permitted by Texas law.
6. Any criminal activity of any kind on the Premises or Property, including but not limited to assault, battery, domestic violence, theft, vandalism, weapons offenses, prostitution, human trafficking, gang-related activity, or any conduct that constitutes a felony or Class A misdemeanor under Texas law, constitutes a material breach entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure, to the fullest extent permitted by Texas law.
7. Disposing of trash outside of designated receptacles. Large or bulk items must be removed from the Property entirely and may not be left in dumpsters, common areas, or parking lots.
8. Creating excessive noise or disturbance at any hour that unreasonably interferes with other tenants' quiet enjoyment. Quiet hours are enforced from 10:00 p.m. to 8:00 a.m. daily. Noise

violations are grounds for termination after two (2) written warnings within any twelve (12) month period. A third violation within the same period constitutes a material breach entitling Landlord to issue a statutory notice to vacate and pursue eviction without further opportunity to cure, to the fullest extent permitted by Texas law.

9. Children playing in parking lots, near dumpsters, or in any areas not designated as play areas. Tenant and parent or guardian assume full responsibility for the safety of all children in Tenant's care on the Property.

10. Throwing, dropping, or emptying any item from windows or balconies; shaking rugs or items from windows or doors; or sweeping debris into hallways, walkways, or exterior areas.

11. Dumping furniture, mattresses, appliances, or bulk items in or near dumpsters. All such items must be removed from the Property at Tenant's expense. Landlord may arrange removal and charge the cost as Additional Rent.

12. Keeping any pet or animal without prior written approval from Landlord. Unauthorized animals are grounds for immediate cure demand and, if not removed within three (3) days of written notice, are grounds for termination.

13. Storing or keeping gasoline, propane, ammunition, fireworks, or any other dangerous, flammable, or explosive material on the Premises or Property.

14. Making any alteration, addition, or improvement to the Premises without Landlord's prior written consent, including painting, drilling, installing fixtures, or modifying plumbing or electrical systems. All approved improvements become Landlord's property unless otherwise agreed in writing.

15. Violating any posted or distributed community rules and regulations adopted by Landlord from time to time. Community rules are incorporated into this Lease by reference, and violations constitute a Lease default subject to any applicable contractual or statutory cure periods and Landlord's enforcement rights under this Lease and Texas law.

EXHIBIT D - GENERAL PROVISIONS

1. Indemnification. Tenant shall indemnify and hold Landlord harmless from, and promptly pay or reimburse Landlord for, loss, damage, consequential damages, government fines or charges, or costs of repairs or service on the Property due to a Lease or rules violation; improper use; negligence; or other conduct by Tenant, Tenant's invitees, occupants, or guests; or any other cause not due to Landlord's gross negligence or willful misconduct, to the fullest extent allowed by law.

1A. Defense and Reimbursement Obligation. Tenant's indemnification includes the duty to defend Landlord and reimburse Landlord for reasonable attorney's fees, court costs, expert fees, and related expenses incurred in responding to or defending against any claim arising from Tenant's use or occupancy of the Premises, except to the extent caused by Landlord's gross negligence or willful misconduct.

1B. Survival of Indemnification. All indemnification, defense, and reimbursement obligations survive termination, expiration, or non-renewal of this Lease, regardless of whether the claim arises before or after Tenant vacates.

1C. Waiver of Consequential Damages. To the fullest extent permitted by Texas law, Tenant waives any claim against Landlord for consequential, incidental, indirect, or special damages, including loss of use, loss of income, discomfort, inconvenience, or damage to personal property, except where caused by Landlord's gross negligence or willful misconduct.

2. Limitation of Liability. Tenant accepts all limitations on Landlord's liability permitted by law.

3. Lockout for Nonpayment; Landlord Access. Landlord may change the locks on the unit door for nonpayment only in compliance with Texas Property Code §92.0081 (including required notice and procedures). Landlord and Landlord's agents retain the right to access the Premises at reasonable times upon reasonable advance notice (which shall ordinarily be provided no less than twenty-four (24) hours before entry, except as provided below) for any lawful purpose, including but not limited to: wellness checks, unit inspections, repairs, maintenance, and showings to prospective tenants or purchasers. In the event of a genuine emergency posing an immediate threat to life, health, or property (including but not limited to fire, flooding, gas leak, suspected criminal activity, or imminent structural failure), Landlord may enter without prior notice. Tenant's right to quiet enjoyment is not waived by this provision.

4. No Deposit as Rent. Tenant may not apply the Security Deposit to last month's Rent unless otherwise agreed in writing.

5. Personal Property; Renter's Insurance Required. Tenant's personal property is not Landlord's responsibility under any circumstances, including but not limited to theft, fire, flooding, water damage, vandalism, or any other casualty. Tenant shall obtain and maintain, at Tenant's sole

expense, a renter's insurance policy with minimum personal liability coverage of One Hundred Thousand Dollars (\$100,000) and personal property coverage of not less than Ten Thousand Dollars (\$10,000) throughout the entire Lease Term. Landlord shall be listed on the policy as an "Interested Party," "Additional Interest," or similar notice-only status made available by the insurer. Proof of current coverage shall be provided to Landlord at move-in and upon request at any time during the Lease Term. Failure to obtain or maintain the required renter's insurance policy is a Lease default. To the extent permitted by applicable law, if Tenant fails to maintain the required insurance, Landlord may, but is not obligated to, obtain force-placed or similar coverage and charge Tenant the cost thereof as Additional Rent; however, Landlord is under no duty to obtain such coverage, and any such coverage may protect only Landlord's interests and not Tenant's person or property. In all events, Tenant hereby waives any and all claims against Landlord for loss, damage, or destruction of Tenant's personal property and agrees to hold Landlord harmless from any such claims to the fullest extent permitted by Texas law.

6. Partial Payment. Landlord's acceptance of any partial Rent payment shall not constitute a waiver of any existing default, a waiver of Landlord's right to the full amount of Rent due, or a waiver of Landlord's right to pursue eviction or other remedies for nonpayment. Any partial payment accepted shall be applied first to the oldest outstanding balance. Landlord reserves the right, in Landlord's sole discretion, to refuse any partial payment and to return it to Tenant without prejudice to Landlord's right to pursue all available remedies for nonpayment of the full Rent balance, including eviction. Landlord's refusal of a partial payment shall not constitute a refusal to accept Rent.

7. Returned Payment Fee; Certified Funds. A \$35.00 charge applies to any returned payment, including stop payments. Following any returned payment, Landlord may require, upon written notice, that all future Rent and other sums be paid exclusively by certified funds (money order, cashier's check, or other form acceptable to Landlord in writing). Landlord's acceptance of a personal check after invoking this provision does not waive the right to require certified funds thereafter. Landlord's refusal of a personal check after invoking this provision shall not constitute a refusal to accept Rent.

8. Property Left Behind. Landlord may retain, destroy, or dispose of property left at the end of the Term as permitted by law.

9. Amendments. This Lease may be amended only by a written instrument signed by Landlord and Tenant.

10. Landlord Default. Defaults by Landlord are: (a) failing to provide Essential Services (as defined herein) within a reasonable time not to exceed fourteen (14) days after Landlord's receipt of written notice from Tenant describing the deficiency, subject to delays caused by force majeure, contractor availability, parts or material lead times, or circumstances beyond Landlord's reasonable control; and (b) failing to comply with any other material obligation under this Lease within thirty (30) days after Landlord's receipt of written notice from Tenant describing the alleged default in reasonable detail, provided that if such non-Essential Services default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default so long as Landlord has commenced cure within such thirty (30) day period and diligently pursues completion.

11. Tenant Remedies. In the event of Landlord default, Tenant may pursue remedies available under applicable Texas law, including those provided under Texas Property Code Chapter 92. This Lease does not limit or waive any statutory remedy available to Tenant under Texas law, including the right to repair and deduct as provided by Texas Property Code §92.056, subject to compliance with statutory notice and procedural requirements set forth therein.

12. Tenant Default. Defaults by Tenant include failing to timely pay Rent, abandoning or vacating a substantial portion of the Premises, failing to comply within ten (10) days after written notice with any other Lease provision (except payment or abandonment), or failing to replenish the Security Deposit as required under this Lease.

12A. Acceleration. Upon Tenant default, Landlord may, at Landlord's option and subject to Landlord's duty to mitigate damages as required by Texas law, declare all remaining Rent for the balance of the Lease Term immediately due and payable as Additional Rent.

13. Landlord Remedies. Landlord may pursue all remedies allowed by law, including termination, recovery of possession, damages, injunctive relief where appropriate, and suit for damages. Nothing in this Lease authorizes unlawful self-help.

13A. Self-Help; Cost Recovery. If Tenant fails to comply with any Lease obligation, Landlord may, but is not obligated to, cure such failure on Tenant's behalf. All costs incurred by Landlord in connection with such cure, including labor, materials, vendor charges, administrative time, and related expenses, shall be billed to Tenant as Additional Rent and shall be due upon demand.

13B. Administrative and Enforcement Fees. Landlord may charge reasonable administrative fees in connection with lease violations, notices, inspections, enforcement actions, returned

appointments, and other management or enforcement services performed in response to Tenant's default or noncompliance. All such fees shall be deemed Additional Rent.

13C. Collection and Credit Reporting. Tenant agrees that Landlord may report payment history, delinquencies, defaults, and amounts owed under this Lease to credit reporting agencies and consumer reporting services to the extent permitted by law. Landlord may assign unpaid balances to a collection agency or other third party for collection. Tenant shall be responsible for reasonable collection costs, attorney's fees, and agency fees to the extent permitted by law.

14. No Waiver. Delay in declaring default or pursuing remedies is not a waiver. Acceptance of rent does not waive a breach unless expressly in writing.

15. Deposit Application. Landlord may use the Security Deposit to pay arrears of Rent, repair damage, or pay expenses/liability resulting from default as permitted by law.

16. Attorney Fees. In any action or proceeding arising out of or relating to this Lease or the Premises in which Landlord is the prevailing party, Landlord shall be entitled to recover from Tenant all reasonable attorney's fees, court costs, expert fees, collection costs, and other litigation or enforcement expenses to the fullest extent permitted by law, and all such amounts shall be deemed Additional Rent. If Tenant is the prevailing party solely in a court-ordered determination of bad-faith security deposit withholding under Texas Property Code §92.109, the statutory remedies under that section shall apply. In all other disputes, each party shall bear its own attorney's fees except as provided in this section or as otherwise required by law.

17. Venue. Exclusive venue is the county where the Premises is located.

18. Entire Agreement. This Lease is the entire agreement. Tenant is not relying on statements not contained in this Lease.

19. No Implied Warranties. Other than the warranty of habitability, there are no implied warranties of merchantability, fitness, or otherwise.

20. Notices. All notices required or permitted under this Lease must be in writing and may be delivered by any of the following methods: (a) email to texanranchapts@gmail.com for Tenant's notices to Landlord or to Tenant's email address most recently on file with Landlord for Landlord's notices to Tenant; (b) hand delivery to Landlord's front office at 8301 N Ware Road, McAllen, TX 78504 during normal business hours; (c) posting on the inside of the main entry door of the Premises, if permitted by applicable law; or (d) certified mail, return receipt requested, or any other mailing method permitted by applicable Texas law. A notice delivered by email is deemed received on the date sent if no delivery failure notice is received within twenty-four (24) hours. A notice hand-delivered, posted, or mailed shall be deemed received in accordance with applicable law. Tenant is solely responsible for maintaining a current, functional email address on file with Landlord at all times. Failure by Tenant to maintain a current email address does not invalidate notice properly delivered by any other method permitted under this Lease or applicable law.

20A. Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, LANDLORD AND TENANT WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS LEASE, THE PREMISES, OR THE RELATIONSHIP OF THE PARTIES.

20B. Periodic Inspections. Landlord may conduct periodic inspections of the Premises upon reasonable notice to ensure compliance with this Lease, maintenance standards, occupancy limits, and safety requirements.

21. Texas Property Code. Tenant acknowledges Chapter 92 contains specific obligations and remedies.

22. Business Judgment Authority. Landlord retains discretion to manage, operate, repair, modify, and maintain the Property consistent with sound business judgment and applicable law. Good-faith operational decisions are not a breach.

23. Severability. If any provision is held invalid or unenforceable, the remaining provisions remain in full force and effect.

24. Smoke Detectors (Texas Property Code §§92.251-92.262). Landlord represents that working smoke detectors have been installed in the Premises as required by Texas law prior to move-in. Tenant shall not disable, remove, or tamper with any smoke detector or its power source. Tenant shall promptly notify Landlord in writing upon discovering a malfunctioning detector. Upon written request, Landlord will inspect, repair, or replace any non-functioning smoke

detector within a reasonable time not to exceed seven (7) days. Disabling or tampering with a smoke detector constitutes a material Lease violation.

25. Military Service Termination Rights (Texas Property Code §92.017). A Tenant who is a member of the United States Armed Forces and (a) receives permanent change-of-station orders, (b) receives deployment orders for a period exceeding 90 days, or (c) is released or discharged from active duty, may terminate this Lease by providing written notice and a copy of official military orders. Termination is effective thirty (30) days after the next rental payment due date following the date of notice. No early termination fee shall apply to terminations under this section.

26. Manufactured Home / RV Lot Notice. Tenants occupying a Mobile Home Lot or RV Lot acknowledge that certain provisions of Texas Property Code Chapter 94 (Manufactured Home Tenancies) may apply in addition to, or in lieu of, Chapter 92 provisions. To the extent any provision of this Lease conflicts with Chapter 94 as applied to manufactured home or RV lot tenancies, Chapter 94 shall control.

27. Holdover Rent. If Tenant remains in possession of the Premises after the Termination Date without Landlord's prior written consent, Tenant shall be deemed a holdover tenant and shall pay Landlord holdover rent at a rate equal to one hundred fifty percent (150%) of the then-current monthly Base Rent, prorated on a daily basis, for each day of unauthorized occupancy. Landlord's acceptance of holdover rent shall not constitute a waiver of Landlord's right to possession and shall not create a new tenancy of any kind. Landlord may pursue eviction proceedings at any time during a holdover period. The holdover rate is agreed as reasonable compensation for the uncertainty and damages caused by unauthorized holdover and not as a penalty.

28. Mold and Moisture Reporting Obligation. Tenant shall notify Landlord in writing within forty-eight (48) hours of discovering any visible mold, moisture intrusion, water leak, standing water, or conditions reasonably likely to produce mold growth in the Premises. Tenant's failure to provide timely written notice shall make Tenant liable for all costs of mold remediation, structural damage, and related expenses resulting from or materially aggravated by the delayed reporting, to the fullest extent permitted by Texas law. Tenant shall not attempt to remediate, paint over, or conceal mold without Landlord's prior written authorization. Unauthorized concealment of mold or moisture damage constitutes a material Lease violation entitling Landlord to issue a statutory notice to vacate and pursue eviction without opportunity to cure, to the fullest extent permitted by Texas law.

29. HVAC Filter Maintenance. Tenant is responsible for replacing HVAC air filters in the Premises at Tenant's sole expense no less frequently than every sixty (60) days, or more frequently if directed in writing by Landlord. Tenant shall use filters of the type and size designated by Landlord. Failure to replace filters as required shall entitle Landlord to: (a) enter the Premises and replace filters at Tenant's expense, including a minimum \$25.00 service charge plus filter cost, billed as Additional Rent due upon demand; and (b) charge Tenant for any HVAC damage attributable to filter neglect, which shall be deducted from the Security Deposit or billed as Additional Rent.

30. Security Deposit Replenishment. If Landlord draws upon the Security Deposit during the Lease Term pursuant to the terms of this Lease, Tenant shall replenish the Security Deposit to its original amount within fourteen (14) days of written demand from Landlord. Failure to replenish the Security Deposit within the required period constitutes a Lease default entitling Landlord to all available remedies, including termination. The Security Deposit shall not be increased during the current Lease Term except by written amendment. Upon any renewal or conversion to month-to-month tenancy, Landlord reserves the right to require an adjusted Security Deposit amount, not to exceed the maximum permitted by applicable Texas law.

EXHIBIT G - SMOKE DETECTOR ADDENDUM (TEXAS PROPERTY CODE §§92.251-92.262)

1. Installation. Landlord represents that working smoke detectors have been installed in the Premises prior to move-in in compliance with Texas Property Code §92.252 and applicable building codes.
2. Tenant Responsibilities. Tenant shall: (a) not disable, tamper with, or remove any smoke detector or its power source; (b) test smoke detectors periodically; (c) notify Landlord in writing immediately upon discovering a malfunctioning or non-operational detector; and (d) replace batteries if required by the lease terms upon Landlord's written request.
3. Landlord Responsibilities. Upon written request from Tenant, Landlord shall inspect, repair, or replace any non-functioning smoke detector within a reasonable time not to exceed seven (7) days for conditions affecting habitability or safety.
4. Violation. Disabling, removing, or tampering with a smoke detector or its power source is a material Lease violation and may result in termination and Tenant liability for any resulting damages.

IN THE EVENT OF TENANT'S DEATH (TEXAS PROPERTY CODE §92.014)

Tenant may designate a person to have special rights under the Lease if Tenant dies during the term.

Name of Designee: _____

Address of Designee: _____

Telephone of Designee: _____

In the event of Tenant's death, Landlord is authorized to: (a) grant the designee access at a reasonable time in Landlord's presence; (b) allow removal of Tenant's property; and (c) refund Tenant's security deposit, less lawful deductions, to the designee.

TEXAN RANCH APARTMENT UTILITY ADDENDUM

ALL BILLS PAID – ELECTRIC/WATER INCLUSION ADDENDUM

This Addendum is incorporated into and made part of the Lease. In the event of conflict, this Addendum controls.

1. **Utility Inclusion.** Electricity and water are included under an all-bills-paid arrangement. A fixed monthly **Utility Inclusion Fee** shall be charged based on the Premises' unit classification and the rate schedule attached as **Exhibit E (Utility Rate Schedule)**, which is incorporated into and made part of this Lease. The Utility Inclusion Fee is payable with Rent regardless of usage.

2. **Nature of Electric Charge.** The electric charge is a fixed component of Rent and is not a deposit, estimate, or allowance. It is assessed for access to electric service and is not subject to monthly reconciliation, credit, or refund.

3. **No Unlimited Utility Representation.** "All Bills Paid" does not mean unlimited electricity and water. Utilities is included only up to reasonable residential usage levels as defined in this Addendum. Landlord does not guarantee unlimited electrical or water capacity, uninterrupted service, or cost stability.

4. Utility Cost Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless from excess utility costs, infrastructure strain, damage, penalties, or expenses arising from Tenant's excessive, abusive, or non-residential electrical and water usage, including reasonable attorney's fees incurred in enforcement, except to the extent caused by Landlord's gross negligence or willful misconduct.

5. No Utility Profit; Cost Recovery Only. Any electric charge, water charge, usage cap, or overage billing is intended primarily to recover utility, administrative, and infrastructure costs incurred by Landlord and is not intended to constitute the resale of utilities or regulated utility service. Tenant waives any claim alleging improper utility billing, unjust enrichment, or price manipulation to the fullest extent permitted by law.

6. Normal Residential Use Requirement; Excess Consumption. Electric and water service are included only up to normal residential usage levels as reasonably determined by Landlord. Any usage that, in Landlord's reasonable determination based on utility invoices, submeter data, comparative unit analysis, seasonal normalization, utility rate adjustments, or historical averages, materially exceeds normal residential usage for a unit of comparable size ("Excess Consumption") may, at Landlord's option: (a) be billed to Tenant as Additional Rent payable upon demand; (b) result in an increased Utility Inclusion Fee prospectively upon thirty (30) days' written notice; and/or (c) constitute a Lease violation if excessive or recurring. Landlord's determination of Excess Consumption, made in good faith and based on reasonable industry standards, utility data, and comparable usage metrics, shall be presumed correct absent manifest arithmetic error supported by third-party documentation. Tenant waives any right to dispute Landlord's determination except upon a showing of manifest arithmetic error supported by third-party utility records.

7. Prohibited or Abusive Electrical Use. Prohibited uses constituting material violations include: cryptocurrency mining or server farm operations; commercial or business activities on the Premises; use of high-draw space heaters exceeding 1,500 watts; unauthorized electrical modifications or sub-panel installations; and occupancy exceeding Lease limits. Standard personal space heaters under 1,500 watts used for supplemental warmth are permitted provided they are UL-listed and used safely. Landlord may determine excessive or abusive usage in Landlord's reasonable discretion.

8. Excessive Use Remedies. If Tenant's usage is excessive or abusive, Landlord may require removal of equipment, assess additional charges as Additional Rent, convert the Premises to tenant-paid electric service, and/or terminate the Lease as permitted by Texas law.

9. Right to Modify or Revoke Electric Inclusion. Landlord may, upon thirty (30) days' written notice, increase the flat charge, modify billing methodology, convert electric service to tenant-paid, or revoke inclusion due to rate increases, system constraints, regulatory changes, or operational necessity. Such modification is not a breach of the Lease.

10. Utility Service Interruption Disclaimer. Electrical service may be interrupted or impacted due to outages, grid conditions, force majeure, governmental action, maintenance, or circumstances beyond Landlord's control. Landlord is not liable for loss, damage, inconvenience, or injury arising from interruption or reduction of electrical service, except to the extent caused by Landlord's gross negligence or willful misconduct.

11. No Rent Offset or Abatement. Tenant is not entitled to any rent reduction, credit, or offset based on usage or changes to electric inclusion.

12. Supremacy & Survival. This Addendum supersedes prior electricity provisions and survives renewals unless expressly terminated in writing. All other Lease terms remain in effect.

13. Habitability Preserved. Nothing in this Addendum limits Tenant's rights under the Texas Property Code regarding habitability or essential services. Landlord will provide electrical service in compliance with applicable law, and any modification will be implemented lawfully.

SIGNATURES

By signing, the parties acknowledge they have read, understand, and agree to this Lease and all incorporated exhibits and addenda.

Landlord Signature: _____ **Date:** _____

Printed Name: _____

Tenant Signature: _____ Date: _____

Printed Name: _____

Tenant Signature: _____ Date: _____

Printed Name: _____

EXHIBIT E - UTILITY RATE SCHEDULE

Unit Classification	Approx. Size Monthly Utility Inclusion Fee	
Studio Apartment	~500 sq ft	\$100.00
One Bedroom Apartment	~700 sq ft	\$100.00
Other Apartment Units	~900 sq ft	\$100.00

Unit Classification	Approx. Size	Monthly Utility Inclusion Fee
Mobile Home (Dwelling Unit)	~1,200 sq ft	\$200.00
Mobile Home Lot	Lot Only	\$200.00
RV Lot	Lot Only	\$80.00