

LEASE TERMS AND CONDITIONS

1. **Definitions.** The following terms are commonly used in this Lease:
- 1.1. **“Residents”** are those listed in “Residents” above who sign the Lease and are authorized to live in the dwelling.
 - 1.2. **“Occupants”** are those listed in this Lease who are also authorized to live in the dwelling, but who do not sign the Lease.
 - 1.3. **“Owner”** may be identified by an assumed name and is the owner only and not property managers or anyone else.
 - 1.4. **“Including”** in this Lease means “including but not limited to.”
 - 1.5. **“Community Policies”** are the written rules and policies, including property signage and instructions for care of our property and amenities, with which you, your occupants, and your guests must comply.
 - 1.6. **“Rent”** is monthly base rent plus additional monthly recurring fixed charges.
 - 1.7. **“Lease”** includes this document, any addenda and attachments, Community Policies and Special Provisions.
2. **Dwelling.** You are renting the dwelling listed above for use as a private residence only.
- 2.1. **Access.** In accordance with our Community Policies, you'll receive access information or devices for your dwelling and mailbox, and other access devices including: 2 DWELLING KEYS; 2 REMOTES FOR GARAGE DOOR OPENER.
 - 2.2. **Measurements.** Any dimensions and sizes provided to you relating to the dwelling are only approximations or estimates; actual dimensions and sizes may vary.
 - 2.3. **Representations.** You agree that designations or accreditations associated with the property are subject to change.
3. **Rent.** *You must pay your Rent on or before the 1st day of each month (due date) without demand. There are no exceptions regarding the payment of Rent, and you agree not paying Rent on or before the 1st of each month is a material breach of this Lease.*
- 3.1. **Payments.** You will pay your Rent by any method, manner and place we specify in accordance with our Community Policies. **Cash is not acceptable without our prior written permission. You cannot withhold or offset Rent unless authorized by law.** We may, at our option, require at any time that you pay Rent and other sums due in one single payment by any method we specify.
 - 3.2. **Application of Payments.** Payment of each sum due is an independent covenant, which means payments are due regardless of our performance. When we receive money, other than water and wastewater payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to accrued rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than Rent and late fees are due upon our demand. After the due date, we do not have to accept any payments.
 - 3.3. **Late Fees.** If we don't receive your monthly base rent in full when it's due, you must pay late fees as outlined in Lease Details.
 - 3.4. **Returned Payment Fee.** You'll pay the fee listed in Lease Details for each returned check or rejected electronic payment, plus initial and daily late fees if applicable, until we receive full payment in an acceptable method.
 - 3.5. **Utilities and Services.** You'll pay for all utilities and services, related deposits, and any charges or fees when they are due and as outlined in this Lease.
If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date. If you delay getting service turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the dwelling, you'll be liable for the charge listed above (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If your dwelling is individually metered and you change your retail electric provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.
 - 3.6. **Pools and Yard Maintenance.** Unless otherwise noted in the Lease, you will be responsible for and pay for the following items: pool service and maintenance (if applicable); mowing and edging the lawn and maintaining all plants, trees, shrubs, etc.; watering the lawn and other vegetation; keeping the lawn, flowerbeds, sidewalks, porches and driveways free of trash and debris; and fertilizing lawn and plants. You must promptly report infestations or dying vegetation to us. You may not modify the existing landscape, change any plants, or plant a garden without our prior written approval.
 - 3.7. **Interior Pest Control.** Unless otherwise noted in the Lease, we'll arrange and pay for extermination services for all pests within the dwelling, as needed in our reasonable judgment.
 - 3.8. **Lease Changes.** Lease changes are only allowed during the Lease term or renewal period if governed by Par. 10, specified in Special Provisions in Par. 32, or by a written addendum or amendment signed by you and us. At or after the end of the

initial Lease term, Rent increases will become effective with at least 5 days plus the number of days' advance notice contained in Box F on page 1 in writing from us to you. Your new Lease, which may include increased Rent or Lease changes, will begin on the date stated in any advance notice we provide (without needing your signature) unless you give us written move-out notice under Par. 25, which applies only to the end of the current Lease term or renewal period.

- 4. **Automatic Lease Renewal and Notice of Termination.** This Lease will automatically renew month-to-month unless either party gives written notice of termination or intent to move out as required by Par. 25 and specified on page 1. **If the number of days isn't filled in, notice of at least 30 days is required.**
- 5. **Security Deposit.** The total security deposit for all residents is due on or before the date this Lease is signed. Any animal deposit will be designated in an animal addendum. Security deposits may not be applied to Rent without our prior written consent.
- 5.1. **Refunds and Deductions.** You must give us your advance notice of move out as provided by Par. 25 and forwarding address in writing to receive a written description and itemized list of charges or refund. In accordance with our Community Policies and as allowed by law, we may deduct from your security deposit any amounts due under the Lease. If you move out early or in response to a notice to vacate, you'll be liable for rekeying charges. Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose, or distributed equally among all residents.
- 6. **Insurance.** *Our insurance doesn't cover the loss of or damage to your personal property.* You will be required to have liability insurance as specified in our Community Policies or Lease addenda unless otherwise prohibited by law. If you have insurance covering the dwelling or your personal belongings at the time you or we suffer or allege a loss, you agree that you will request and obtain from your insurance carrier a waiver of the insurance carrier's subrogation rights. Even if not required, we urge you to obtain your own insurance for losses due to theft, fire, flood, water, pipe leaks and similar occurrences. Most renter's insurance policies don't cover losses due to a flood.
- 7. **Reletting and Early Lease Termination.** This Lease may not be terminated early except as provided in this Lease.
 - 7.1. **Reletting Charge.** You'll be liable for a reletting charge as listed in Lease Details, (not to exceed 85% of the highest Monthly Rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 25; (B) move out without paying Rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. The reletting charge is not a termination, cancellation or buyout fee and does not release you from your obligations under this Lease, including liability for future or past-due Rent, charges for damages or other sums due.
The reletting charge is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed.
 - 7.2. **Early Lease Termination Option Procedure.** In addition to your termination rights referred to in 7.3 or 8.1 below, if this provision applies under Lease Details, you may opt to terminate this Lease prior to the end of the Lease term **if all of the following occur:** (a) as outlined in Lease Details, you give us written notice of early termination, pay the Early Termination Option fee in full and specify the date by which you'll move out; (b) you are not in default at any time and do not hold over; and (c) you repay all rent concessions, credits or discounts you received during the Lease term. If you are in default, the Lease remedies apply.
 - 7.3. **Special Termination Rights.** *You may have the right under Texas law to terminate the Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.*
- 8. **Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of Rent on a daily basis during delay, **and** (2) your right to terminate the lease in writing as set forth below. Rent abatement and Lease termination do not apply if the delay is for cleaning or repairs that don't prevent you from moving into the dwelling.
 - 8.1. **Termination.** If we give written notice to you of a delay in occupancy when or after the Lease begins, you may terminate the Lease within 3 days after you receive written notice.
If we give you written notice before the date the Lease begins and the notice states that a construction or other delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice.
After proper termination, you are entitled only to refund of any deposit(s) and any Rent you paid.

9. Care of Unit and Damages. You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service because of a Lease or Community Policies violation; improper use, negligence, or other conduct by you, your invitees, your occupants, or your guests; or, as allowed by law, any other cause not due to our negligence or fault, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs and replacements if occurring during the Lease term or renewal period: (A) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling; (B) damage to doors, windows, or screens; and (C) damage from windows or doors left open.

RESIDENT LIFE

10. Community Policies. Community Policies become part of the Lease and must be followed. We may make changes, including additions, to our written Community Policies, and those changes can become effective immediately if the Community Policies are distributed and do not change the dollar amounts owed under this Lease.

10.1. Photo/Video Release. You give us permission to use any photograph, likeness, image or video taken of you while you are using property common areas or participating in any event sponsored by us.

10.2. Disclosure of Information. At our sole option and as allowed by law, we may, but are not obligated to, share and use information related to this Lease for law-enforcement, governmental, or business purposes. At our request, you authorize any utility provider to give us information about pending or actual connections or disconnections of utility service to your dwelling.

10.3. Guests. We may exclude from the dwelling any guests or others who, in our sole judgment, have been violating the law, violating this Lease or our Community Policies, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an authorized occupant, or a guest of a specific resident.

Anyone not listed in this Lease cannot stay in the dwelling for more than 2 days in one week without our prior written consent and no more than 4 days in any one month.

10.4. Notice of Convictions and Registration. You must notify us within 15 days if you or any of your occupants: (A) are convicted of any felony, (B) are convicted of any misdemeanor involving a controlled substance, violence to another person, or destruction of property, or (C) register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

10.5. Odors, Noise and Construction. You agree that odors and smells (including those related to cooking), everyday noises or sounds related to repair, renovation, improvement or construction in or around the property are all a normal part of a rental living environment and that it is impractical for us to prevent them from penetrating your dwelling.

11. Conduct. You agree to communicate and conduct yourself in a lawful, courteous and reasonable manner at all times when interacting with us, our representatives and other residents or occupants. Any acts of unlawful, discourteous or unreasonable communication or conduct by you, your occupants or guests is a breach of this Lease.

You must use customary diligence in maintaining the dwelling, keeping it in a sanitary condition and not damaging or littering the common areas. Trash must be disposed of at least weekly, in accordance with our Community Policies. You will use your dwelling and all other areas, including any balconies, with reasonable care. We may regulate the use of passageways, patios, balconies, and porches, and activities in common areas.

11.1. Prohibited Conduct. You, your occupants, and your guests will not engage in certain prohibited conduct, including the following activities:

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a fire arm in the dwelling or outside area; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in a way that may alarm others;
- (b) behaving in a loud, obnoxious or dangerous manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others, including us, our agents, or our representatives;

- (d) disrupting our business operations;
- (e) storing anything in closets containing water heaters or gas appliances;
- (f) tampering with utilities or telecommunication equipment;
- (g) bringing hazardous materials into the dwelling;
- (h) using windows for entry or exit;
- (i) heating the dwelling with gas-operated appliances;
- (j) making bad-faith or false allegations against us or our agents to others;
- (k) smoking of any kind, that is not in accordance with this Lease;
- (l) using glass containers in or near pools;
- (m) conducting any kind of business (including child-care services) in your dwelling—except for any lawful business conducted “at home” by computer, mail, or telephone if customers, clients, patients, employees or other business associates do not come to your dwelling for business purposes; or
- (n) violating any recorded or applicable Homeowner's or Property Owner's Association rules or regulations.

12. Animals. No living creatures of any kind are allowed, even temporarily, anywhere in the dwelling unless we've given written permission. If we allow an animal, you must sign a separate Animal Addendum and, except as set forth in the addendum, pay an animal deposit and applicable fees and additional monthly rent, as applicable. An animal deposit is considered a general security deposit. You represent that any requests, statements and representations you make, including those for an assistance or support animal, are true, accurate and made in good faith. Feeding stray, feral or wild animals is a breach of this Lease.

12.1. Removal of Unauthorized Animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the dwelling, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 14. We may: keep or kennel the animal; turn the animal over to a humane society, local authority or rescue organization; or return the animal to you if we consent to your request to keep the animal and you have completed and signed an Animal Addendum and paid all fees. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges.

12.2. Violations of Animal Policies and Charges. If you or any guest or occupant violates the animal restrictions of this Lease or our Community Policies, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including animal violation charges listed in Lease Details from the date the animal was brought into your dwelling until it is removed. If an animal has been in the dwelling at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead in enforcing animal restrictions and Community Policies.

13. Parking. You may not be guaranteed parking. We may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters, in our Community Policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove, at the expense of the vehicle owner or operator, any vehicle that is not in compliance with our Community Policies.

14. When We May Enter. If you or any other resident, guest or occupant is present, then repair or service persons, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the dwelling at reasonable times for reasonable business purposes. If nobody is in the dwelling, then any such person may enter peacefully and at reasonable times (by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the dwelling immediately after the entry. We are under no obligation to enter only when you are present, and we may, but are not obligated to, give prior notice or make appointments.

15. Requests, Repairs and Malfunctions.

15.1. Written Requests Required. If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our Community Policies

(except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes regarding your oral request do not constitute a written request from you. Our complying with or responding to any oral request doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your dwelling constitutes a request from all residents. **The time, manner, method and means of performing maintenance and repairs, including vendor selection, are within our sole discretion.**

- 15.2. Your Requirement to Notify.** You must promptly notify us in writing of air conditioning or heating problems, water leaks or moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, or any other condition that poses a hazard or threat to property, health, or safety. Unless we instruct otherwise, you are required to replace filters and keep the dwelling cooled or heated according to our Community Policies. Air conditioning problems are normally not emergencies.
- 15.3. Utilities.** We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to perform work or to avoid property damage or other emergencies. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.
- 15.4. Your Remedies.** We'll act with customary diligence to make repairs and reconnections within a reasonable time, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your Rent will not abate in whole or in part. "Reasonable time" accounts for the severity and nature of the problem and the reasonable availability of materials, labor, and utilities. ***If we fail to timely repair a condition that materially affects the physical health or safety of an ordinary resident as required by the Texas Property Code, you may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If you follow the procedures under those sections, the following remedies, among others, may be available to you: (1) termination of the Lease and an appropriate refund under 92.056(f); (2) have the condition repaired or remedied according to § 92.056; (3) deduct from the Rent the cost of the repair or remedy according to § 92.0561; and 4) judicial remedies according to § 92.0563.***
- 15.5. No Waiver.** We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.
- 16. Our Right to Terminate for Dwelling Damage or Closure.** If, in our sole judgment, damages to the dwelling are significant or performance of needed repairs poses a danger to you, we may terminate this Lease and your right to possession by giving you at least 7 days' written notice. If termination occurs, you agree we'll refund only prorated rent and all deposits minus lawful deductions. We may remove, store, or dispose of your personal property if, in our sole judgment, it poses a health or safety hazard or impedes our ability to make repairs.
- 16.1. Property Closure.** We also have the right to terminate this Lease and your right to possession by giving you at least 30 days' written notice of termination if we are demolishing your dwelling or closing it and it will no longer be used for residential purposes for at least 6 months, or if any part of the property becomes subject to an eminent domain proceeding.
- 17. Assignments and Subletting.** You may not assign this Lease or sublet your dwelling. You agree that you won't rent, offer to rent or license all or any part of your dwelling to anyone else unless otherwise agreed to in advance by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your dwelling. You agree not to list any part of your dwelling on any lodging or short-term rental website or with any person or service that advertises dwellings for rent.
- 18. Security and Safety Devices.** **We'll pay for missing security devices that are required by law. You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests.** You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole or window) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding

door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next Rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

- 18.1. Smoke Alarms and Detection Devices.** We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your dwelling. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing impairment.
- You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor your guests or occupants may disable alarms or detectors. ***If you damage or disable the smoke alarm or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.261 for \$100 plus one month's Rent, actual damages, and attorney's fees.***
- 18.2. Duty to Report.** You must immediately report to us any missing, malfunctioning or defective security devices, smoke alarms or detectors. You'll be liable if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke or water.
- 19. Resident Safety and Loss.** ***Unless otherwise required by law, none of us, our employees, agents, or management companies are liable to you, your guests or occupants for any damage, personal injury, loss to personal property, or loss of business or personal income, from any cause, including but not limited to: negligent or intentional acts of residents, occupants, or guests; or theft, burglary, assault, vandalism or other crimes; fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, pipe leaks or other occurrences unless such damage, injury or loss is caused exclusively by our negligence.***
- We do not warrant security of any kind.*** You agree that you will not rely upon any security measures taken by us for personal security, and that you will call 911 and local law enforcement authorities if any security needs arise.
- You acknowledge that we are not equipped or trained to provide personal security services to you, your guests or occupants. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that, even if an alarm or gate amenities are provided, they are mechanical devices that can malfunction. Any charges resulting from the use of an intrusion alarm will be charged to you, including, but not limited to, any false alarms with police/fire/ambulance response or other required city charges.
- 20. Condition of the Premises and Alterations.**
- 20.1. As-Is. We disclaim all implied warranties.** You accept the dwelling, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory and Condition Form at or before move-in. You agree that after completion of the form or **within 48 hours** after move-in, whichever comes first, you must note on the form all defects or damage, sign the form, and return it to us the form accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out. Otherwise, everything will be considered to be in a clean, safe, and good working condition. You must still send a separate request for any repairs needed as provided by Par. 15.1.
- 20.2. Standards and Improvements.** Unless authorized by law or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the dwelling. Unless our Community Policies state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls. No water furniture, washing machines, dryers, extra phone or television outlets, alarm systems, cameras, two-way talk device, video or other doorbells, or lock changes, additions, or rekeying is permitted unless required by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm

systems, detection devices, appliances, furniture, telephone and television wiring, screens, locks, or security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (made with or without our consent) become ours unless we agree otherwise in writing.

21. Notices. Written notice to or from our employees, agents, or management company constitutes notice to or from us. Notices to you or any other Resident constitute notice to all Residents. Notices and requests from any Resident constitute notice from all Residents. Only a Resident may give notice of Lease termination and intent to move out under Par. 7.3. All notices and documents will be in English and, at our option, in any other language that you read or speak.

21.1. Electronic Notice. If allowed by law and in accordance with this Lease, we may give you notice electronically, by email, by phone, or by delivery to your physical address.

You agree that electronic or emailed notices **from us to you** may include, without limitation, a Notice to Pay Rent or Vacate or a Notice to Vacate. Electronic or emailed notice **from you to us** must be sent to the email address and/or resident portal specified in this Lease. You represent that you have provided your current email address to us during the rental application process, and agree we may use that address or any updated address you later provide in writing, for all notices and communications permitted under this Lease. You must notify us in writing if your email address changes.

21.2. Resident Email for Notices. You further agree that the email address you provided in the rental application process or any other email address that you have used to communicate with us may be used for receiving a Notice to Vacate or Notice to Pay Rent or Vacate, in addition to all other notices under this Lease. You may update the email address in your application only by providing written notice to us of the new email address. Any notice sent to the email address you designated in your rental application or to any other email address you have used to communicate with us will be considered delivered when sent.

or demand (before or after acceleration) and will be immediately due if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all Rent for the entire Lease term or renewal period. Remaining Rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted.

If you don't pay the first month's Rent when or before the Lease begins, all future Rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future Rent, attorney's fees, court costs, and other lawful charges.

23.4. Holdover. You and all occupants must vacate and surrender the dwelling by or before the date contained in: (1) your move-out notice, (2) our Notice to Pay Rent or Vacate (if you don't timely pay) or our Notice to Vacate, (3) our notice of non-renewal, or (4) a written agreement specifying a different move-out date. If a holdover occurs, then you'll be liable to us for all Rent for the full term of the previously signed lease of a new resident who can't occupy because of the holdover, and at our option, we may extend the Lease term and/or increase the Rent by 25% by delivering written notice to you or your dwelling while you continue to hold over.

23.5. Other Remedies. We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means. If you default, you will pay us, in addition to other sums due, any rental discounts or concessions agreed to in writing that have been applied to your account. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe bear interest at the rate provided by Texas Finance Code Section 304.003(c) from the due date. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for costs to cover our time and expenses for any eviction proceeding against you, plus our attorney's fees and expenses, court costs, and filing fees actually paid.

23.6. Electronic Court Appearances. You agree that, to the extent permitted by law, any court proceeding (including an eviction case) related to this Lease may be conducted by videoconference, teleconference, or other available electronic means. Nothing in this paragraph limits either party's right to request or agree to an in-person appearance in a specific proceeding.

EVICTIION AND REMEDIES

22. Liability. Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or our Community Policies, all residents are considered to have violated the Lease.

22.1. Indemnification. ~~You will defend, indemnify and hold us and our employees, agents, and management company harmless from all liability arising from your conduct or requests to our representatives and from the conduct of requests by your invitees, occupants or guests.~~

23. Default by Resident.

23.1. Acts of Default. You'll be in default if: (A) you don't timely pay Rent, including monthly recurring charges, or other amounts you owe; (B) you or any guest or occupant violates this Lease, our Community Policies, or fire, safety, health, criminal or other laws, regardless of whether or where arrest or conviction occurs; (C) you give incorrect, incomplete, or false answers in a rental application or in this Lease; or (D) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) an offense involving actual or potential physical harm to a person, or involving the manufacture or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor.

23.2. Eviction. *If you default, including holding over, we may end your rights of occupancy and possession by giving you at least a 24-hour written Notice to Vacate or written Notice to Pay Rent or Vacate, either of which may be given by any method allowed under law, including email and other electronic means. Any notice period in a notice to vacate or notice to pay or vacate that ends on a Saturday, Sunday, or state or federal holiday will be shortened to end on that day – it will not be extended to the next business day.*

Termination of your possession rights doesn't release you from liability for future Rent or other Lease obligations. *After giving notice to vacate or filing an eviction suit, we may still accept Rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right.* Accepting money at any time doesn't waive our right to damages, to past or future Rent or other sums, or to our continuing with eviction proceedings. In an eviction, Rent is owed for the full rental period and will not be prorated.

23.3. Acceleration. Unless we elect not to accelerate Rent, all monthly Rent for the rest of the Lease term or renewal period will be accelerated automatically without notice

24. Representatives' Authority and Waivers. *Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing.* No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. *Our choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or any other rights isn't a waiver under any circumstances.* Delay in demanding sums you owe is not a waiver. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the Lease term begins. Your Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise.

All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

END OF THE LEASE TERM

25. Move-Out Notice. *Before moving out, you must give our representative advance written move-out notice as stated in Par. 4, even if the Lease has become a month-to-month lease.* The move-out date can't be changed unless we and you both agree in writing.

Your move-out notice must comply with each of the following:

- (a) Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, move out will be on the last day of that month.
- (b) Your move-out notice must not terminate the Lease before the end of the Lease term or renewal period.

- (c) If we require you to give us more than 30 days’ written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days’ written notice to move out is required.
- (d) You must get from us a written acknowledgment of your notice.

26. Move-Out Procedures.

- 26.1. **Cleaning.** You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don’t clean adequately, you’ll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).
- 26.2. **Move-Out Inspection.** We may, but are not obligated to, provide a joint move-out inspection. Our representatives have no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

27. **Surrender and Abandonment.** You have **surrendered** the dwelling when: (A) the move-out date on your notice to us, the non-renewal sent to you, or the Notice to Pay Rent or Vacate or Notice to Vacate date has passed and no one is living in the apartment in our reasonable judgment; **or** (B) dwelling keys and access devices listed in Par. 2.1 have been turned in to us—whichever happens first.

You have **abandoned** the dwelling when all of the following have occurred: (A) everyone appears to have moved out in our reasonable judgment; (B) you’ve been in default for nonpayment of Rent for 5 consecutive days, or water, gas, or electric service for the dwelling not connected in our name has been terminated or transferred; **and** (C) you’ve not responded for 2 days to our notice left on the inside of the main entry door stating that we consider the dwelling abandoned. An dwelling is also considered abandoned 10 days after the death of a sole resident.

- 27.1. **The Ending of Your Rights.** Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the dwelling; determine any security-deposit deductions; and remove or store property left in the dwelling.
- 27.2. **Removal and Storage of Property.** We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the dwelling or in common areas (including any vehicles you or any occupant or guest owns or uses) after you’re judicially evicted or if you surrender or abandon the dwelling.

We’re not liable for casualty, loss, damage, or theft. You must pay reasonable charges for our packing, removing and storing any property.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the dwelling after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

GENERAL PROVISIONS AND SIGNATURES

28. **TAA Membership.** We, the management company representing us, or any locator service that you used confirms membership in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the dwelling is located at the time of signing this Lease. If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

Name, address and telephone number of locator service (if applicable):
N/A

29. **Severability and Survivability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won’t invalidate the remainder of the Lease or change the intent of the parties. **Paragraphs 10.1, 10.2, 16, 22.1, 27, 30 and 31 shall survive the termination of this Lease.** This Lease binds subsequent owners.

30. **Controlling Law.** Texas law governs this Lease. All litigation arising under this Lease and all Lease obligations must be brought in the county, and precinct if applicable, where the dwelling is located.

31. **Waivers.** By signing this Lease, you agree to the following:

31.1. **Class Action Waiver.** You agree that you will not participate in any class action claims against us or our employees, agents, or management company. You must file any claim against us individually, and **you expressly waive your right to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

31.2. **Force Majeure.** If we are prevented from completing substantial performance of any obligation under this Lease by occurrences that are beyond our control, including but not limited to, an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, sabotage or governmental regulation, then we shall be excused from any further performance of obligations to the fullest extent allowed by law.

32. **Special Provisions.** The following or attached special provisions and any addenda or Community Policies provided to you are part of this Lease and supersede any conflicting provisions in this Lease.

1. YOU AGREE THAT IF YOU DIE OR ARE SERIOUSLY ILL, MISSING, OR INCARCERATED ACCORDING TO AN AFFIDAVIT, WE MAY ALLOW YOUR EMERGENCY CONTACT, SPOUSE, PARENT AND/OR CHILD TO ENTER YOUR DWELLING TO REMOVE ALL CONTENTS, MAIL AND/OR PROPERTY FROM COMMON AREAS. IF YOU ARE SERIOUSLY ILL OR INJURED, YOU AUTHORIZE US TO CALL EMS OR SEND FOR AN AMBULANCE AT YOUR EXPENSE. WE'RE NOT LEGALLY OBLIGATED TO DO SO. 2. SEE SPECIAL PROVISIONS ON MASTER LEASE ADDENDUM.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are bound by this Lease when it is signed. An electronic signature is binding. This Lease, including all addenda, is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

| | |
|--------------------|-------------|
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |

Owner or Owner’s Representative (signing on behalf of owner)

Master Lease Addendum

PLEASE NOTE: This Master Lease Addendum addresses multiple topics and community policies, including forms of payment, emergency contacts, bed bugs, mold, insurance, firearms and more. These provisions become part of the Lease. Additional or separate addenda may also be provided. Separate addenda control in the event of conflicting provisions.

1. **Addendum.** This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:

Dwelling (Apt. # or type if # is not yet known _____)
at 123 MAIN ST.

(street address)
in CORPUS CHRISTI (city),
Texas, 78418 (zip code).
Beginning date of lease term 06/04/2025
Ending date of lease term 05/31/2026

2. **Payments.** All payments for any amounts due under the Lease must be made:

☐ at the onsite manager's office
☒ through our online portal
☒ by mail to 14613 S. PADRE ISLAND DR.
CHRISTI, TX 78418, or
☒ other: DROPBOX LOCATED AT 14613 S. PADRE
ISLAND DR., CHRISTI, TX 78418

The following payment methods are accepted:
☒ electronic payment
☒ personal check
☒ cashier's check
☒ money order, or
☒ other: ECHECK OR CREDIT CARD AVAILABLE
ONLY VIA TENANT PAYMENT PORTAL

We have the right to reject any payment not made in compliance with this paragraph.

3. **Security Deposit Deductions and Other Charges.** You'll be liable for the following charges, if applicable: unpaid rent, unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the dwelling and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out) trips to open the dwelling when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; replacing air filters; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the Lease; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges outlined in the Lease; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the dwelling in breach of this Lease.

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. **Requests, Consent, Access and Emergency Phone Number.** All written requests to us must be submitted by:

☒ online portal
☒ email to LONGTERM@RENTALMGMT.COM;
JENNIFER@RENTALMGMT.COM
☒ hand delivery to our management office, or
☒ other: SEE SPECIAL PROVISIONS

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. **To opt out of receiving these messages, please submit a written request to us by the method noted above.**

You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition for the purchase of any property, goods, or services from us.

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the dwelling, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After hours phone number (361) 949-9050
(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. **Parking.** We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the dwelling; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or dwelling; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.

6. **HVAC Operation.** If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your dwelling using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. Regardless of exterior temperature, you must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. **Amenities.** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.

8. **Package Services.** We ☐ do or ☒ do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. **Fair Housing Policy.** We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. **Bed Bugs.** This section modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

10.1. **Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR

YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.

10.2. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. You agree not to treat the dwelling for a bed-bug infestation on your own.

10.3. **Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; AND
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

10.4. **Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease.

10.5. **Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease.

10.6. **Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed

pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

11. **Mold.** Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. To avoid mold growth, it's important to **prevent excess moisture buildup** in your dwelling. Promptly notify us in writing about any air-conditioning or heating-system problems and any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation.

If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), **the Environmental Protection Agency recommends that you first clean the areas with soap** (or detergent) and water and let the surface dry thoroughly. When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide

Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, promptly notify us in writing and we will take appropriate action to comply with Section 92.001 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result.

12. **Insurance.** YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE PROVIDED UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

12.1. **Required insurance policy.** In accordance with the Lease, you understand and agree that this addendum requires Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties **in amount listed in Section N of Lease Details**. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with the Lease and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

12.2. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provide you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at www.tdi.texas.gov may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

12.3. **Default.** You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner a charge listed in Section K of Lease Details. You agree that any fee charged is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance ad-

16. Special Provisions. The following or attached special provisions and any addenda provided to you are a part of the Lease and supersede any conflicting provisions in this Addendum:

[illegible]

- Whether or not you hold a license under the Texas handgun licensing law, by signing this Lease, you understand and agree that:

- This Addendum is part of your Lease.
You are legally bound by this document.
Please read it carefully.**

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

Resident or Residents *(all sign below)*[illegible]

Owner or Owner's Representative *(sign below)*

Date signed _____

Security Guidelines for Residents

Addendum

1. **Addendum.** This is an addendum to the Lease Contract ("Lease") executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. # _____ at _____

(name of apartments)

or other dwelling located at 123 MAIN ST.

(street address of house, duplex, etc.)

City/State where dwelling is located CORPUS CHRISTI,

TX

2. **Security Guidelines.** *We disclaim any express or implied warranties of security.* We care about your safety and that of other occupants and guests. **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. The best safety measures are the ones you perform as a matter of common sense and habit.**

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.

- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure locks, latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with the lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices, smoke alarms and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

| | |
|--------------------|-------------|
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |
| (Name of Resident) | Date signed |

Date signed

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.



LEGAL DESCRIPTION ADDENDUM

This addendum shall become a part of the lease contract for Apt. No. _____ in the _____
_____ Apartments located at (*street address*) _____
_____ in _____, Texas,
_____ (*include postal code*);

OR
the house, duplex, etc. located at (*street address*) 123 MAIN ST.
_____ in CORPUS CHRISTI, Texas,
78418 (*include postal code*).

The legal description of your leased unit is as follows:
SUDIVISION LOT 1 BLOCK 2

[Enter legal description of leased property]

Signed this 4 day of February, 2026.

RESIDENT(S):

OWNER/OWNER'S REPRESENTATIVE:

LEASE ADDENDUM REGARDING SMOKING

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the _____
_____ Apartments in _____,
Texas OR
the house, duplex, etc. located at (street address) 123 MAIN ST.
_____ in CORPUS CHRISTI, Texas.

2. **Smoking,** in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

3. **Smoking permitted in designated areas of the apartment community.** Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

- ☐ is permitted
- ☒ is not permitted.

Only the following outside areas may be used for smoking: NO SMOKING PERMITTED

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 10 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

4. **Your responsibility for damages and cleaning.** You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. **Your responsibility for loss of rental income and economic damages regarding other residents.** You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. **Definition of smoking.** "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizer, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. **Lease Contract termination for violation of this addendum.** We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. **Extent of your liability for losses due to smoking.** Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. Your responsibility for conduct of occupants, family members and guests. You are responsible for communicating the no- smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. No warranty of a smoke-free environment. Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- ☐ Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
- ☐ Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

Signatures of All Residents

Signature of Owner or Owner's Representative

Animal Addendum

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

1. Dwelling Unit.

Unit # _____, at **123 MAIN ST.**

(street address) in **CORPUS CHRISTI**
(city), Texas **78418** (zip code).

2. Lease.

Owner's name: **OWNER NAME**

Residents (list all residents): **RESIDENT 1**

3. Conditional Authorization for Animal. You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

4. Animal Deposit. You must pay a one-time animal deposit of \$ _____ when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

5. Assistance or Service Animals. When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

6. Search and Rescue Dogs. We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

7. Additional Monthly Rent. Your monthly base rent (as stated in the Lease) will be increased by \$ _____.

8. Additional Fee. You must also pay a one-time nonrefundable fee of \$ **0.00** to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

9. Liability Not Limited. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, replacements, or personal injuries.

10. Description of Animal. You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: **MIYA**
Type: **DOG**
Breed: **BEAGLE**
Color: **TRI**
Weight: **28**
Age: **9**
City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

11. Special Provisions. The following special provisions control over any conflicting provisions of this addendum:

1. ANY CARPET MUST BE PROFESSIONALLY CLEANED AND PROPERTY PROFESSIONALLY TREATED FOR FLEAS UPON MOVE-OUT AT RESIDENT'S EXPENSE.

12. Emergency. In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: **PADRE ISLAND ANIMAL HOSP**

Address: **14802 COMPASS ST**

City/State/Zip: **CORPUS CHRISTI, TX 78418**

Phone: (**361**) **949-8200**

13. Animal Rules. You are responsible for the animal's actions at all times. You agree to follow these rules:

13.1 Shots and Licenses. The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

13.2 Disturbances. The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

13.3 Housebreaking, Cages, Offspring. Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

13.4 Indoor Waste Areas. Inside, the animal may urinate or defecate only in these designated areas: **NEVER INSIDE DWELLING**

13.5 Outdoor Waste Areas. Outside, the animal may urinate or defecate only in these designated areas: **RESIDENT MUST CLEAN UP FECES IMMEDIATELY**

13.6 Tethering. Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

- 13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.
- 13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- 13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.
- 13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.
- 14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.
- 16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.
- 17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.
- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
 - (B) left the animal in the dwelling unit for an extended period of time without food or water;
 - (C) failed to care for a sick animal;
 - (D) violated our animal rules; Or
 - (E) let the animal defecate or urinate where it's not allowed.
- 17.2 Removal Process.** To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.
- 18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.
- 19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

- 20. Multiple Residents.** Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.
- 21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

22. General. You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.

23. Animal Restrictions. No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the forgoing being true and if you have made any misrepresentation it is a violation of the Lease.

You are legally bound by this document. Please read it carefully.

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

Resident or Residents (all sign below)

| | |
|-----------------------------|----------------------|
| _____ (Name of Resident) | _____ Date signed |
| _____ (Name of Resident) | _____ Date signed |
| _____ (Name of Resident) | _____ Date signed |
| _____ (Name of Resident) | _____ Date signed |
| _____ (Name of Resident) | _____ Date signed |
| _____ (Name of Resident) | _____ Date signed |

Owner or Owner's Representative (sign below)

_____ Date signed

PARKING ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease for Apt. No. _____ at (street address)
123 MAIN ST.
in CORPUS CHRISTI, Texas. OR the house, duplex, etc. located at (street address)
123 MAIN ST.
in CORPUS CHRISTI, Texas.

2. **Parking assignment.** You are entitled to:

Exclusive possession of: *(check as applicable)*

☐ parking space number(s) _____

☒ garage or carport attached to the dwelling

☐ garage space number(s) _____

and/or

☐ carport space number(s) _____

OR

Unrestricted access to: *(check as applicable)*

☐ general parking lot space(s) _____

☐ non-assigned garage or carport spaces

Parking fee: Parking may be included in your monthly rent or charged as a separate fee, as indicated on page 1 of the Lease. If included as a separate fee, it is payable in addition to rent as specified in the Lease. All terms and conditions of the Lease apply to the above areas unless modified by this addendum.

3. **Use restrictions.** Parking areas including garages and carports may be used only for storage of operable motor vehicles unless otherwise stated in our rules, community policies or Special Provisions. No one may sleep, cook, barbeque, or live in a parking area. Persons not listed as a resident or occupant in the Lease may not use the areas covered by this addendum. No plants may be grown in such areas. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape. You should review your Lease carefully as there may be additional parking rules contained in it beyond those in this addendum.
4. **No storage of items.** No items of any kind may be stored even temporarily in any of the spaces described by this addendum. Additionally, in our sole judgment and without prior notice, we may remove and dispose of any items that we believe might constitute a fire or environmental hazard.
5. **No smoke, fire, or carbon monoxide detectors.** Smoke, fire, or carbon monoxide detectors will be furnished by us if required by law. We may choose to provide a detection device not required by law which may be detailed in a separate addendum.
6. **Garage door access.** If an enclosed garage is furnished with the leased premises, you will be provided access. You will be responsible for maintenance of any garage door access devices, including battery replacement. Transmitter frequency settings may not be changed on the access devices without our prior written consent. At the end of the Lease, the total number of access devices that you were assigned for any method of access must be returned to us. Failure to return such devices will result in a charge of \$ 125.00 for each device, which will be deducted from your security deposit.
7. **Security.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.
8. **Modifications.** You agree that we have the right to modify parking assignments and regulations during the Lease term if you are provided at least 14 days advance notice of the change and it is made applicable to all residents. If, in our sole judgment, damages to the parking area or building are significant or performance of needed repairs will be impeded by your vehicle, we may terminate your right to the unit with 7 days' notice. We will provide an alternative unit if one is available and will stop charging for it if one is not.
9. **Insurance and loss/damage to your property.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored as required by law. **We will have no responsibility for loss or damage to vehicles or other property parked or left in a garage or carport whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise.** We are not responsible for pest control in such areas.
10. **Compliance.** We may periodically open and enter garages and carports to ensure compliance with this addendum. In that event, and if you are not present, physical or electronic notice may be provided.
11. **No lock changes, alterations, or improvements.** Without our prior written consent, locks on doors of garages may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.
12. **Move-out and remedies.** Any items remaining in the garage or carport after you have surrendered, abandoned, or been evicted from the dwelling will be removed or otherwise disposed of according to the lease, our Community Policies or Special Provisions. All remedies in the Lease apply to areas covered by this addendum. Upon ending of the initial term, month-to-month period, or any renewal of the Lease, your failure to return any garage door opener or other remote control device or access fob will result in a charge against you as listed in the Lease.
- For the purposes of exercising rights and remedies under the Lease, including but not limited to executing a writ of possession, the parking and/or garage space(s) assigned under this addendum shall be considered part of the leased premises as defined in the Lease.
13. **Special provisions.** N/A

Signatures of All Residents

Signature of Owner or Owner's Representative

Texas Apartment Association

SAMPLE FORM
NOT A VALID FORM

LEASE ADDENDUM FOR WASHING MACHINE AND DRYER

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. _____ in the _____

_____ Apartments in _____,
Texas **OR**
the house, duplex, etc. located at (*street address*) **123 MAIN ST.**
_____ in _____ **CORPUS CHRISTI** _____, Texas.

2. **Use of Appliances.** You (as residents) have permission from us (as owner) to install and use (*check all that apply*):
☒ a washing machine and/or ☒ a dryer in the dwelling unit described above, subject to the conditions in this addendum.

Please remember that we do not select your washing machine or dryer, install them, maintain them, or use them. You are in the best position to prevent water, fire, smoke or other damage caused by: (1) a defective washing machine or dryer; (2) a washing machine or dryer accident; or (3) improper installation, maintenance or use of a washing machine or dryer.

3. **Conditions.** If your washing machine and/or dryer leaks, floods, causes a fire, causes smoke damage, or otherwise malfunctions or is misused, it can cause a lot of problems and a lot of damage to your unit and other units, as well as damage to your personal property and personal property of residents in other units. For these reasons, your right to install and use a washing machine and/or dryer in your unit is subject to the following conditions. You automatically agree to those conditions when connecting or using a washing machine and/or dryer in your unit.

4. **Installation.** You should be especially careful in your choice of a washing machine and/or dryer and in their installation, maintenance and use—just as if it were in your own home. You and all other residents, occupants, and guests in your unit must follow manufacturer’s instructions for the washing machine and/or dryer’s installation, maintenance, and use. Installation must be done by a professionally qualified person or company approved by us. We recommend that you have it professionally installed.

5. **Responsibility for damage.** You agree to assume strict liability for all damage to your unit and to other units and to personal property in your unit and other units if the washing machine and/or dryer leaks, floods, malfunctions or is misused, or in any other way causes damage—unless it is caused by us or our management company, or acts of God to the extent they couldn’t be mitigated by your action or inaction. That means you will be responsible for costs of removing water from carpets, replacing permanently damaged carpets, repainting, and any other repairs or damages to your unit and to other units, as well as damage to personal property in your unit and other units if, among other things:

- the water or dryer vent hoses break or leak, or
- the water or dryer vent hoses were incorrectly connected or did not have protective washers in the connections; or
- the washing machine and/or dryer was overloaded, causing it to malfunction; or
- the washing machine and/or dryer leaks or malfunctions for any other reason.
- the owner’s insurance may not cover such damages, and the owner is under no obligation to have insurance that does cover such damages.

6. **New hoses.** When installing the washing machine, you must use new hoses since bursting or leaking hoses are the most common cause of water damage. Stainless braided water hoses are recommended. Similarly, you should use a new dryer vent hose when installing your dryer.

7. **Inspection.** You must not use the washing machine and/or dryer until management has inspected the installation. Such inspection does not relieve you of liability in the event of water, fire, smoke or other damage from your washing machine and/or dryer.

8. **Maintenance.** You will have the sole responsibility for maintaining your washing machine and all related hardware. Such maintenance must include, but is not limited to, regularly cleaning lint from your dryer’s lint trap.

9. **Insurance.** At all times you must carry renter’s insurance that provides insurance coverage for damage to your personal belongings from accidental water discharge from your washing machine or other causes. Similarly, it must provide coverage for fire or smoke damage from your washing machine and/or dryer. It must also provide coverage for any potential liability, due to your fault, for water, fire, smoke or other damage to other units and to personal property of others. You must verify with your agent that such coverages are included in your policy and must furnish us a copy of the policy upon our request.

Signatures of All Residents

Signature of Owner or Owner’s Representative

Inventory and Condition Form

Resident's Name: RESIDENT 1

Personal#:()

Work#:()

Resident's Name:

Personal#:()

Work#:()

Resident's Name:

Personal#:()

Work#:()

Resident's Name:

Personal#:()

Work#:()

Resident's Name:

Personal#:()

Work#:()

Resident's Name:

Personal#:()

Work#:()

Apartment Community Name:

or Street Address (if house, duplex, etc.): 123 MAIN ST. , CORPUS CHRISTI, TX 78418

Apt.#

Within 48 hours after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put “none” if the items don’t exist. This form protects both you (the resident) and us (the owner). We’ll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

☒ Move-In or ☐ Move-Out Condition (Check one)

Living Room

Dining Room

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Lamps, bulbs

Water stains or mold on walls, ceilings or baseboards

Other

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Kitchen

Halls

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Cabinets, drawers, handles

Countertops

Stove/oven, trays, pans, shelves

Vent hood

Refrigerator, trays, shelves

Refrigerator light, crisper

Dishwasher, dispensers, racks

Sink/disposal

Microwave

Plumbing leaks, water stains or mold on walls, ceilings or baseboards

Other

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

Exterior (if applicable)

Patio/yard

Fences/gates

Faucets

Balconies

Other

Bedroom (describe which one):

Walls

Wallpaper

Plugs, switches, A/C vents

Woodwork/baseboards

Ceiling

Light fixtures, bulbs

Floor/carpet

Doors, stops, locks

Windows, latches, screens

Window coverings

Closets, rods, shelves

Closet lights, fixtures

Water stains or mold on walls, ceilings or baseboards

Other

General Items

Thermostat

Cable TV or master antenna

Cable wires

A/C filter

Washer/dryer

Garage door

Ceiling fans

Exterior doors, screens/screen doors, doorbell

Fireplace

Other

Bedroom (describe which one): Walls Wallpaper Plugs, switches, A/C vents Woodwork/baseboards Ceiling Light fixtures, bulbs Floor/carpet Doors, stops, locks Windows, latches, screens Window coverings Closets, rods, shelves Closet lights, fixtures Water stains or mold on walls, ceilings or baseboards Other

Bedroom (describe which one): Walls Wallpaper Plugs, switches, A/C vents Woodwork/baseboards Ceiling Light fixtures, bulbs Floor/carpet Doors, stops, locks Windows, latches, screens Window coverings Closets, rods, shelves Closet lights, fixtures Water stains or mold on walls, ceilings or baseboards Other

Bath (describe which one): Walls Wallpaper Plugs, switches, A/C vents Woodwork/baseboards Ceiling Light fixtures, bulbs Exhaust fan/heater Floor/carpet Doors, stops, locks Windows, latches, screens Window coverings Sink, faucet, handles, stopper Countertops Mirror Cabinets, drawers, handles Toilet, paper holder Bathtub, enclosure, stopper Shower, doors, rods Tile Plumbing leaks, water stains or mold on walls, ceilings or baseboards Other

Bath (describe which one): Walls Wallpaper Plugs, switches, A/C vents Woodwork/baseboards Ceiling Light fixtures, bulbs Exhaust fan/heater Floor/carpet Doors, stops, locks Windows, latches, screens Window coverings Sink, faucet, handles, stopper Countertops Mirror Cabinets, drawers, handles Toilet, paper holder Bathtub, enclosure, stopper Shower, doors, rods Tile Plumbing leaks, water stains or mold on walls, ceilings or baseboards Other

Half Bath Walls Wallpaper Plugs, switches, A/C vents Woodwork/baseboards Ceiling Light fixtures, bulbs Exhaust fan/heater Floor/carpet Doors, stops, locks Windows, latches, screens Window coverings Sink, faucet, handles, stopper Countertops Mirror Cabinets, drawers, handles Toilet, paper holder Tile Plumbing leaks, water stains or mold on walls, ceilings or baseboards Other

Safety or Pest-Related Items (Put "none" if item does not exist) Door knob locks Keyed deadbolt locks Keyless deadbolts Keyless bolting devices Sliding door latches Sliding door security bars Sliding door pin locks Doorviewers Window latches Porch and patio lights Smoke alarms (push button to test) Other detectors Alarm system Fire extinguishers (look at charge level—BUT DON'T TEST!) Garage door opener Gate access card(s) Other Pest-related concerns

Date of Move-In: or Date of Move-Out:

Acknowledgment. You agree you will complete and submit this form in accordance with this Lease and our Community Policies. You acknowledge you will inspect and test all the safety-related items (if in the dwelling), as well as smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be assumed to be in good condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the dwelling and confirm no signs of bed bugs or other pests are present, or that you will report any bed bug or pest issues through a work order or other repair request.

In signing below, you acknowledge receipt of this form and accept the responsibility for completing it as part of the Lease Contract. You agree that, either after completion or 48 hours after move-in without returning this form (whichever comes first), it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: Owner or Owner's Representative: Date of Signing: Date of Signing:

FOR OFFICE USE ONLY.

Date completed form was received: Received by:



Resident’s Notice of Intent to Move Out
(Deliver to owner’s representative.)

Apt. #: _____ Apartment community _____

or street address (if house, duplex, etc.) **123 MAIN ST. , CORPUS CHRISTI, TX 78418**

Names of all residents on the Lease: **RESIDENT 1**

Date you will move out and surrender premises: _____

- 1. Date of Surrender.** Under the Lease, you surrender the dwelling for all purposes (including security-deposit refund, cleaning, and all repairs) when any of these events occurs:

 - You turn in all keys and access devices where you pay the rent.
 - The move-out date passes and no one is living in the dwelling; **OR**
 - You abandon the dwelling (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease.
- 2. Changes in Move-Out Date.** Under the Lease, you must get our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents must be able to rely on this move-out notice for all purposes.
- 3. Early Move-Out and Other Lease Violations.** Under the Lease, just because our representative gets this notice does not mean that we have approved your early move-out or that you are no longer liable for money that may become due under the Lease. We reserve all contractual and statutory remedies for unauthorized early move-out, including accelerated rent for the remainder of the lease term, reletting charges, late charges, returned check charges, damages, attorney's fees, contractual lien (unless otherwise prohibited by law), and liability for increased holdover rents and lease extensions.
- 4. Holdover.** If you stay past the move-out date, you will be subject to increased rent for the holdover period and will incur substantial special damages as outlined in the Lease.
- 5. Cleaning.** Under the Lease, you must leave the dwelling clean. Please follow any written move-out cleaning instructions that we've furnished.
- 6. Security-Deposit Refund.** The check for your security-deposit refund, less any itemized deductions, will be handled as explained in the Lease. If you cause us to have to stop payment on the check and reissue another one, you will be responsible for any bank charges and other expenses we incur. Please provide below the forwarding address of the person or people listed in the Lease.
- 7. Retaining Receipt.** After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.
- 8. Proper Notice.** When you use this form, notice from one resident is notice from all except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA) or because of family violence or sexual assault. Your advance notice must be at least the number of days' notice required in the Lease, even if your contract has become a month-to-month lease. If we require you to give us more than 30 days' written notice to move out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice.
- 9. Move-Out Inspection.** You should meet with our representative for a move-out inspection. Our representative is not authorized to bind or limit us from charging for necessary repairs, damages, or charges. Any statement or estimate, either by us or by our representative, is subject to our correction, modification, or disapproval before final refunding or accounting.
- 10. Reasons for Moving.**

Your Signature or Signatures

Your Forwarding Address (required)

You may be contacted now at:
Home phone: (_____) _____
Work phone: (_____) _____
Date when you delivered this notice: _____

FOR OFFICE USE ONLY:

Owner's representative who received this notice: _____

Date notice was received: _____

Move-out date was ☐ approved ☐ not approved.

Tear Here

Owner’s Acknowledgment of Receiving Move-Out Notice
(Copy and return to resident.)

We have received your notice of intent to move out of Apt. # _____ in _____

(name of apartment community), or street address (if house, duplex, etc.): **123 MAIN ST. , CORPUS CHRISTI, TX 78418** (city, state, zip)
on _____ (date). If move-out is approved, your prorated rent (if any) through the move-out date will be \$ _____.

If you fail to pay rent through the remainder of the Lease term or renewal period, you will have to pay a reletting fee as outlined in the Lease.
If your move-out notice does not comply with the Lease and we haven't given you a written release of your obligations under the Lease, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease or renewal period expires, including a reletting fee as outlined in the Lease.
We encourage you to reconsider your decision to move out, but at our option, we may rely on your notice and enter into a Lease with someone else. That lease will take effect the day after your move-out date.
Our receipt or acceptance of your move-out notice does not waive or diminish our remedies (such as reletting charges, suit for rent, exercise of liens, and the like) for early move-out, nonpayment, holding over, and other Lease violations.

- (Owner to check only one of the following):
- ☐ We approve the move-out date that you submitted in your Notice of Intent to Move Out, and your Lease term will end on that date.
 - ☐ We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Your notice is presumed disapproved until we notify you otherwise.
 - ☐ We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease. We may rely on your notice for purposes of reletting your dwelling unit to others.

Date notice was received by our representative: _____ Signature of our representative: _____

You are entitled to receive a copy of this Resident’s Notice of Intent to Move Out after it is fully signed. Keep it in a safe place.

FLOOD DISCLOSURE NOTICE

In accordance with Texas law, we are providing the following flood disclosure:

- We ☒ are or ☐ are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We ☐ are or ☒ are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

As defined in Texas Property Code 92.0135(a)(2), "flooding" means "a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall."

Signatures of All Residents

Signature of Owner or Owner's Representative

Date



BOAT RAMP PARKING PERMIT STICKER POLICY

Definition of Member: For the purposes of the Committee's recommendations regarding the boat ramp parking permit sticker policy, the definition of a "member" is a person specifically listed on the property deed, as the owner of a property, within the Padre Isles Property Owners Association. Verification of ownership of a property within the PIPOA shall be made by POA records and/or Nueces County Central Appraisal District records.

Definition of Long-Term Renter: For the purposes of the Committee's recommendations regarding the boat ramp parking permit sticker policy, the definition of a "long-term renter" is a person specifically listed on the property lease, as the primary resident of a property, within the Padre Isles Property Owners Association, for a minimum lease term of six (6) months. Verification of ownership of a property within the PIPOA shall be made by visual inspection of the current lease.

- It is recommended that the boat ramp parking permit stickers currently sold (vehicle sticker-no expiration & serial numbered trailer sticker-annual) be combined into one (1) annual serial numbered vehicle sticker.
 - Boat ramp parking permit sticker valid from January 1st to December 31st each calendar year.
 - Annual serial numbered vehicle parking sticker shall be valid for all attached trailers. Trailers will no longer be required to have a separate permit sticker.
 - Annual serial numbered vehicle permit sticker to be affixed on the inside of the front windshield, on the right (passenger) side of the windshield.
 - Purchase price of Annual boat ramp parking permit sticker: \$20.00.
- Only owner(s) of record (members) or long-term renter(s) will be eligible to purchase boat ramp parking permits.
 - Member shall furnish vehicle information (color, make, model, and license plate number) and proof of ownership of the specific vehicle the serial numbered parking permit sticker will be purchased for and will acknowledge said vehicle is insured and owner will acknowledge



that the POA shall not be responsible for any damage to or loss of private property (waiver of liability).

- Long-term renters shall furnish vehicle information (color, make, model, and license plate number) and proof of ownership of the specific vehicle the serial numbered parking permit sticker will be purchased for and will acknowledge said vehicle is insured and owner will acknowledge that the POA shall not be responsible for any damage to or loss of private property (waiver of liability).
- Boat ramp parking permit stickers shall not be purchased for any non-member of the Property Owners Association.
 - Any vehicle displaying a parking permit sticker that is not registered to that specific vehicle will be considered invalid and will be subject to immediate towing from the premises at the vehicle owner's expense and the serial numbered permit sticker will be invalidated / voided.
 - Any Owner or long-term renter found to be purchasing permit stickers for the purpose of distribution to a non-member of the POA shall be disqualified from purchase of any permit stickers for that calendar year.
- All trailers must always remain attached to the tow vehicle at all times.
 - No unattended, detached trailers will be permitted in the boat ramp parking areas or adjacent grounds (landscaped rocky areas).
 - Unattended, detached trailers will be immediately towed at the trailer owner's expense.
 - No trailer storage on any boat ramp will be permitted.
 - Unattended, detached trailers will be immediately towed at the trailer owner's expense.
- Upon transfer of any vehicle where a boat ramp parking permit sticker has been purchased, the owner must remove the boat ramp parking permit from that vehicle. Boat ramp parking permit stickers are non-transferable.
 - Owner or long-term renter may present the removed parking permit sticker to the POA office for a replacement sticker at no additional cost.
 - The removed sticker serial number will be cancelled, and a new serial numbered sticker will be issued.



- Any vehicle displaying a parking permit sticker with a cancelled serial number shall be subject to immediate towing off the premises, at the owner's expense.
- Any vehicle displaying a parking permit sticker with a serial number not registered to that specific vehicle shall be subject to immediate towing from the premises at the owner's expense.
- Failure of owner to remove the boat ramp parking permit sticker from the title transferred vehicle shall result in the fee of a new parking permit sticker for \$20.00. The permit sticker number from the transferred vehicle shall be cancelled and shall be invalid.
- Currently used Padre Islander vehicle stickers (unnumbered) will no longer be valid as parking permit stickers and will not be honored as such. Owner/Members may still purchase the unnumbered Padre Islander sticker, for the back window, as a novelty sticker, at the POA office for \$2.00.
- Multi-Family, short-term rental units and/or short-term rental guests shall not be eligible for boat ramp parking sticker permit stickers for the purpose of temporary parking privileges.
 - Temporary generic dashboard parking permits shall not be permitted and will not be honored.
 - Multi-family unit owners may purchase parking permit stickers for their own personally owned vehicle(s) only.
 - Short-term rental guests, as well as other non-member guests, may be extended the privilege of launching and recovery of their watercraft at the POA's boat ramps; however, may not be given privileges to park in the restricted parking lots or on adjacent grounds (landscape rocked areas). All short-term rental guests and other non-member guest vehicles must be parked on the public street.



MAINTENANCE GUIDE

Emergencies vs. Non-Emergencies

ALL MAINTENANCE SERVICE REQUESTS, EMERGENCY AND NON-EMERGENCY, MUST BE SUBMITTED THROUGH TENANT PORTAL.

EMERGENCY CONTACT

Call TRMC's main line: 361.949.9050

→ Press 8 for after-hours emergency line → Press 2 for Long Term

EMERGENCIES *Call Immediately & Submit Portal Request*

- Fire, gas leak, or carbon monoxide (call 911 first)
- Major water leak or flooding
- Sewer backup
- No heat during freezing weather, 32°F or below
- No AC when outdoor temps are above 85–90°F
- No power to the entire unit (after checking breaker/neighborhood outage)
- Unsafe/uninhabitable conditions (example: broken entry door that won't lock)
- Refrigerator outage only if it affects critical medical items or poses immediate health risk

NON-EMERGENCIES *Submit Portal Request Only*

- Dripping faucets or minor leaks
- Appliance issues (washer, dryer, oven, dishwasher or refrigerator without medical items at risk)
- Pest control needs
- Clogged toilet (if another is working)
- Light fixtures, outlets, or switches not working (unless hazardous)
- No AC when outdoor temps are below 85°F
- General repairs not threatening health, safety, or property - including automatic garage door openers when overhead door can still be manually opened and closed.

EXPECTED RESPONSE TIMES

- Emergencies: Technician/Contractor dispatched or scheduled within 24 hours
- Non-emergencies: 24–72 hours during normal business hours
- Major repairs/replacements: May take longer; updates provided
- Note: Some repairs may depend on outside contractors or part availability, which can result in scheduling delays outside of TRMC's control.

LOCKOUTS

- Not an emergency
- TRMC representative assistance during business hours: \$50 trip charge for key delivery
- TRMC representative assistance after hours: \$100 cash fee due on site
- If TRMC representative is unavailable, Resident must contact a locksmith at their expense.

WHY THIS MATTERS

Using the emergency line only for true emergencies ensures fast response, prevents unnecessary delays, and avoids extra costs. Your cooperation helps us serve everyone efficiently.



ADDENDUM A TO LEASE CONTRACT

1. **NO SMOKING.** Smoking/Vaping is not permitted inside the dwelling. If this policy is violated, Resident may be responsible for damages including, but not limited to, replacing carpeting/flooring, repainting walls, ceilings, professional deodorizing and/or treatment of flooring, walls and/or AC ducts, etc.
2. **MAINTENANCE/SERVICE REQUESTS AND EMERGENCIES.** All maintenance/service requests must be submitted through the Tenant Portal. For after-hours emergencies, Resident should also call 361.949.9050 and press 8 to reach our After-hours Emergency Line. If an emergency is life-threatening, Resident should first call 911! **An emergency is anything that poses an imminent threat to health, safety or property.** Issues related to gas, fire, flood, sewer backup, etc. are considered emergencies. Issues related to appliance repair, lockouts, minor plumbing leaks and stoppages, HVAC systems, etc., may be inconvenient and uncomfortable, but are generally NOT considered emergencies.
3. **WATER FILTERS/SOFTENERS.** If Owner has provided a refrigerator with water dispenser or other water filtration system, Resident is responsible for changing water filter(s). If property is equipped with water softener, Resident is required to maintain the system according to the manufacturer's guidelines. The salt/pellet level in tank should not drop below the half-tank level.
4. **ICE MAKERS.** Ice makers are for convenience/courtesy use only. Although Resident should report any issues or system failure, the repair or replacement of an ice maker is solely at the Owner's discretion.
5. **LOCKOUT/LOST KEY(S).** If Resident loses key or locks themselves out of the dwelling during business hours, a key may be obtained at the office by the Resident. If TRMC brings key to Resident, there will be a \$50 trip charge. Trip charge for after-hours lockouts is \$100, payable to the responding Agent at the time of entry. Photo identification may be required. If TRMC Agent is not available, Resident may be required to contact a Locksmith to gain entry.
6. **A/C FILTER CHANGE.** Unless otherwise specified in the Special Provisions Paragraph of the Lease Contract and/or Master Lease Addendum, the Resident must change A/C filter monthly or according to system/manufacture's guidelines. Resident will be held responsible for the cost of any service call and/or repair resulting from failure to properly change filter.
7. **ACCESS/ALARM CODES.** If the Resident programs/reprograms codes to any access keypads or alarm devices, TRMC/Owner must be provided with updated code information.
8. **FREEZING WEATHER.** During freezing temperatures (below 32°F), keep the dwelling heated above 50°F, open cabinet and closet doors, drip all faucets using both hot and cold water, wrap exposed water pipes and cover exterior plants. Never leave pets outdoors. (Paragraph 6 of the Master Lease Addendum).
9. **SATELLITE DISH INSTALLATION.** Satellite dish installation must be approved by the Owner, and a Satellite Addendum must be signed prior to installation. A satellite dish may not be attached to the roof. A silicone seal must be applied where the satellite is attached to avoid any moisture penetration thus causing wood rot. Upon removal of the satellite dish, the Resident is responsible for repairing the holes and returning the area to its original condition.
10. **PAYMENTS.** Rental payments paid at the office must be made in one (1) payment by personal/cashier's check or money order. TRMC does not accept multiple checks, cash, temporary checks or credit card payments. Residents may, however, pay via credit card or ACH draft through Appfolio's Tenant Portal. **Certified funds will be required on all future payments if Resident's payment is ever returned/rejected due to insufficient funds.**
11. **CARPET CLEANING.** Any carpet must be professionally cleaned upon move-out at Resident's expense. On the day of move-out, Resident must provide a copy of the receipt from Carpet Cleaning Vendor or TRMC will schedule carpet cleaning and deduct the charge from Resident's Security Deposit.
12. **FURNISHED PROPERTIES.** Upon move-out, Resident is responsible for having the property Professionally Cleaned by a TRMC approved vendor at the Resident's expense. On the day of move-out, Resident must provide a copy of the receipt from Cleaning Vendor or TRMC will schedule the cleaning and deduct the charge from Resident's Security Deposit. Resident is responsible for returning the property and ALL furnishings to their move-in condition.
13. **NOTICE TO VACATE.** Resident must provide a minimum Thirty (30) day written notice using the **TAA Form "Resident's Notice of Intent to Move Out"**. Move-out date must be last day of month. Resident must follow TRMC's Moveout/Cleaning Checklists.
14. **EARLY TERMINATION FOR MILITARY RESIDENTS.** If fifty percent (50%) or more of Military Residents receive Relocation Orders, the remaining Military Residents reserve the right to be released from the Lease Contract. Military Residents must provide a copy of their relocation orders and a thirty (30) day written notice. Move-out day must be the last day of a month.
15. **ONE-TIME PROPERTIES.** A One-Time Property is a property self-managed by its Owner. TRMC serves as a Locator ONLY, and except for the first month's rental payment, TRMC does not accept payments, perform Move In/Out Inspections, accept/schedule service requests, or mediate tenant/landlord disputes. Security Deposits are made payable to Owner, who is solely responsible for inspections, accounting for lawful deductions, and reconciling deposits within a timely manner.

Resident's Signature

Date

Resident's Signature

Date

Resident's Signature

Date

Owner's Representative Signature

Date



HURRICANE AWARENESS ADDENDUM

As a reminder, hurricane season is from June 1st to November 30th. A "hurricane watch" means a hurricane may threaten an area while a "hurricane warning" means a hurricane is expected to strike an area. In the event of a hurricane, you will need to be prepared and have an evacuation plan. If you opt to not evacuate, especially if evacuation orders are given, neither TRMC nor the property Owner can guarantee your safety or provide assistance during the Hurricane.

IMPORTANT REMINDERS IN THE EVENT OF A HURRICANE:

- Pursuant to your lease agreement, all residents are required to carry renter's insurance. It is your responsibility to check with your insurance carrier to ensure your policy will cover all events/damage associated with a Hurricane (flood, wind, etc). Neither the property owner nor management company has insurance that covers resident's personal property.
- Neither TRMC nor the Owner of the property is responsible for providing storm shutters, plywood or hardware for the property. If the property comes with hurricane protection, it is your responsibility to install it. If the owner has not provided proper hurricane protection, we still encourage you to secure the home to the best of your ability. Although there is never a guarantee when it comes to a natural disaster, this will help provide greater protection of your personal property. If you have any requests for equipment for owner consideration, these will need to be submitted via your tenant portal **well in advance** of a storm.
- **Don't tape windows...cover them.** If you do tape the windows, you are responsible for the removal of tape and/or replacement of windows.
- Bring in ALL loose articles from terraces, balconies, decks and patios, and place rolled towels around the bottom of doors and windows.
- Remove boats/jet skis from the water and RVs, campers and trailers from parking lots/driveways and take them with you upon evacuation.
- Turn off electric, water, and gas to the house at the meter upon evacuation.
- In order to return to the Island after an evacuation, you will need two forms of I.D. with an island address, i.e. a valid, Texas driver's license and insurance card.
- **Rent is still due on the first of the month** and must be paid through your tenant portal.
- Should any damage occur to the property, please notify TRMC through your tenant portal.

There are several entities that provide useful information along with Hurricane Checklists, which may be helpful to you as you prepare. It is best to find the best one that fits your needs and prepare AHEAD of a storm! Some suggested websites are as follows: cctexas.com; ready.gov; padreislespoa.net; redcross.org; hurricanesafety.org/prepare/hurricane-safety-checklists.

Resident's Signature

Date of Signing Addendum

Resident's Signature

Date of Signing Addendum

Resident's Signature

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Resident's Signature

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Owner's Representative Signature

Date of Signing Addendum