



TEXAS ASSOCIATION OF REALTORS®
RESIDENTIAL LEASE

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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,: Sample Owner ; and
Tenant(s): Sample Tenant

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

Address: 123 Sample Street, San Antonio, TX 78258
legally described as: NCB 123 BLK 123 LOT 123
in Bexar County, Texas, together with the following non-real-property
items: Refrigerator; --- END ---
The real property and the non-real-property are collectively called the "Property".

3. TERM:

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

Commencement Date: Start Date Expiration Date: End Date

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

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

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

- [x] (1) 30 days before the Expiration Date.
[] (2) _____ days before the Expiration Date.

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If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

- B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*
- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

5. RENT:

- A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$ _____ for each full month during this lease. The first full month's rent is due and payable not later than _____ by *(select one or more)*: cashier's check electronic payment money order personal check or other means acceptable to Landlord.
- Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before:
- (1) the first day of each month during this lease.
- (2) **NO PERSONAL CHECKS ACCEPTED AFTER 3RD OF THE MONTH.**

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

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

- C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: Liberty Management, Inc. www.Liberty.pm
Address: 7217 Bandera Rd
San Antonio, TX 78238

Notice: Place the Property address and Tenant's name on all payments.

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

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

6. LATE CHARGES:

- A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 2nd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

(1) an initial late charge equal to (*check one box only*): (a) \$ _____ ; or (b) 10.000 % of one month's rent; **and**

(2) additional late charges of \$ 30.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

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

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

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ 75.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

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

9. PETS:

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

- B. If Tenant violates this Paragraph 9 or any agreement to keep a pet on the Property, Landlord may take all or any of the following action:

(1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;

(2) charge Tenant, as additional rent, an initial amount of \$ ONE MONTH'S RENT and \$ 50.00 per day thereafter per pet for each day Tenant violates the pet restrictions;

(3) remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet; and

(4) charge to Tenant the Landlord's cost to:

(a) remove any unauthorized pet;

(b) exterminate the Property for fleas and other insects;

(c) clean and deodorize the Property's carpets and drapes; and

(d) repair any damage to the Property caused by the unauthorized pet.

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

10. SECURITY DEPOSIT:

- A. Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ _____ by (select one or more): cashier's check electronic payment money order personal check or other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. Interest: No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. Refund: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

Notices about Security Deposits:

- (1) **§92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.**
- (2) **Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.**
- (3) **The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.**
- (4) **"Surrender" is defined in Paragraph 16 of this lease.**
- (5) **One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/> .**

D. Deductions:

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

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

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

11. UTILITIES:

- A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: Mandatory HOA fees ---END---

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

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

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

12. USE AND OCCUPANCY:

- A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are (*include names and ages of all occupants*): John Doe, YOB 1968; Jane Doe, YOB 1974; Sara Doe, YOB 2002; --- END ---

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

- C. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant.

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

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- E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or Three (3) days without Landlord's written permission, whichever is less.
- F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. PARKING RULES: Tenant may not permit more than 2 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule.

14. ACCESS BY LANDLORD:

- A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.
- B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.
- C. Trip Charges: If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ 65.00 .
- D. Keybox: **A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
- (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
- (a) during the last 30 days of this lease or any renewal or extension; and
- (b) at any time Landlord lists the Property for sale with a Texas licensed broker.

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- (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ 1 Month's Rent as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.
- (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
- (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

- A. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: AS-IS; ---END---

_____.
- B. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 7 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.
- B. Definitions:
 - (1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.
 - (2) "*Surrender*" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
 - (3) "*Abandonment*" occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

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C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
- (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) supply and change heating and air conditioning filters at least once a month;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times; and
- (13) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: As needed to maintain a healthy yard.
Tenant is to water "evenly" around the whole house. --- END ---
_____. Other than watering, the yard will be maintained as follows:

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- (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- (b) Tenant, at Tenant's expense, will maintain the yard.
- (c) Tenant will maintain in effect a scheduled yard maintenance contract with: a contractor who regularly provides such service; _____ .

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

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property; or
- (11) cause or allow any lien to be filed against any portion of the Property.

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

F. Smoking: Smoking by Tenant, Tenant's guests, family, or occupants is permitted not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
- (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

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

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at (210) 681-8080 . Ordinarily, a repair to the heating and air conditioning system is not an emergency.

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

C. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs:

- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: Water Softener; Garage Door Remotes; ---

END ---

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

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

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

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

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

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

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

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

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

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

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

26. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

1. Tenants are required to report water leaks immediately and to take action to minimize any water damage.
2. Tenants are required to have the carpets professionally cleaned at the time of move-out and any pet treatment as needed. A receipt from a professional carpet cleaning co must be provided at move-out.
3. Tenant will be charged a \$25 fee for each lease Violation found or HOA Violation that we receive.
4. Tenant acknowledges there is a \$10.00 processing fee for any rent payment that is not paid through Liberty Management's online payment system.

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code; and
 - (4) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

Residential Lease concerning: _____

A. Special Statutory Rights Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

- (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
 - (a) if Tenant procures the assignee, subtenant, or replacement tenant:
 - (i) \$ _____ .
 - (ii) 75.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
 - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
 - (i) \$ _____ .
 - (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

Residential Lease concerning: _____

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

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

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

- | | |
|--|---|
| <input type="checkbox"/> Addendum Regarding Lead-Based Paint | <input type="checkbox"/> Agreement Between Brokers |
| <input checked="" type="checkbox"/> Inventory & Condition Form | <input type="checkbox"/> Landlord's Rules & Regulations |
| <input type="checkbox"/> Landlord's Additional Parking Rules | <input type="checkbox"/> Owners' Association Rules |
| <input type="checkbox"/> Pet Agreement | <input type="checkbox"/> Pool/Spa Maintenance Addendum |
| <input checked="" type="checkbox"/> Protecting Your Home from Mold | <input type="checkbox"/> Residential Lease Application |
| <input type="checkbox"/> Residential Lease Guaranty | <input checked="" type="checkbox"/> Landlord's Rules - www.Liberty.pm |
| <input checked="" type="checkbox"/> Tenant Acknowledgments | <input checked="" type="checkbox"/> HOA Information - www.Liberty.pm |
| <input type="checkbox"/> _____ | <input type="checkbox"/> _____ |

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

Tenant at the Property and a copy to:	Landlord c/o:
_____	Liberty Management, Inc.
_____	7217 Bandera Rd.
_____	San Antonio, TX 78238-1206
E-mail: _____	E-mail: Liberty@liberty.pm
Fax: _____	Fax: (210)681-0003

33. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

Residential Lease concerning: _____

- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of the Texas Association of REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information*).
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow in the event of a tenant's death.
Name: _____ Phone: _____
Address: _____
E-mail: _____

- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.
- H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- I. Landlord's broker, Liberty Management, Inc. ,
 will will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by Landlord or property manager for Landlord:
Name of property manager: Liberty Management, Inc. Phone: (210)681-8080
Address: 7217 Bandera Rd San Antonio, TX 78238
E-mail: Liberty@liberty.pm

123 Sample Street
San Antonio, TX 78258

Residential Lease concerning: _____

- J. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.

Landlord Date
Sample Owner

Tenant Date
Sample Tenant

Landlord Date

Tenant Date

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

Tenant Date

By: _____
Date

Tenant Date

Broker's Associate's Printed Name

Kevin H. Knight 9002039
Broker's Printed Name License No.

Liberty Management, Inc.
Firm Name

For Landlord's Use:

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

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

Tenant Acknowledgments

I (We) acknowledge that the Tenant Lease Video from the Texas Association of Realtors may be viewed online at www.Liberty.pm.

I (We) acknowledge Liberty Management's "Rules and Regulations", and understand that they are an addendum to and part of the Residential Lease Agreement. Rules and Regulations can be viewed at www.Liberty.pm, under "Tenant Services > Moving In".

I (We) acknowledge Homeowners Association Rules (HOA) can be viewed at www.Liberty.pm under "Tenant Services > Moving In".

I (We) acknowledge receipt of the Inventory & Condition Form and understand that it must be completed and returned to Liberty Management within 7 days of the lease commencement date.

I (We) acknowledge that utilities may not be on at the property, and I must order them and transfer service immediately to avoid an interruption in service.

I (We) acknowledge the \$10.00 processing fee must accompany all rent payments not paid through Liberty Management's online payment system. (<https://liberty.appfolio.com/connect>)

I (We) acknowledge that unauthorized occupants are not allowed and that there will be an initial \$500 per person charge, plus additional \$10.00 per day charge, for each violation of the occupancy restrictions, per the lease agreement.

I (We) acknowledge Liberty Management has a **Zero Tolerance Policy for late rent payments and will not waive or negotiate late fees.**

Rent is due in our office on or before the first day of the month.

No exceptions, even if the first day of the month falls is a Sunday or holiday.

Do we ever make an exception to this policy?

Fair Housing Laws require that we treat every tenant equally, and the only way to do that is to enforce the rules the same way for everyone; we enforce late charges across the board.

I (We) acknowledge that the lease agreement gives Liberty Management authorization to have periodic visits of the property performed for the property owner.

Initials _____ Initials _____

I (We) acknowledge that the lease agreement gives Liberty Management authorization to place the property on the market for rent and show the property for the last 30 days of the lease agreement.

I (We) acknowledge receipt of a copy of Protecting Your Home from Mold.

I (We) acknowledge receipt of a copy of Platinum Tenant Liability Policy.

I (We) acknowledge that we must change and maintain A/C filters.

I (We) acknowledge that to prevent misunderstandings, all Tenant communications with Liberty Management must be in writing. For all non-emergency communications, please email us at TenantCare@Liberty.pm

I (We) acknowledge that all repair requests must be in writing. Maintenance requests can be placed through our online resident portal a www.Liberty.pm. Note: emergency repair requests may be called in, please follow up these requests in writing.

I (We) acknowledge that Mailbox keys are issued by your local Post Office branch. You can pick up your mailbox key by calling (800) 275-8777 Ask USPS – Press 00 to bypass the main menu - Give the customer service person your address and zip code and they will tell you which Post Office services your property.

I (We) acknowledge that installation of any Satellite Dish or similar signal reception device(s) as well as any mounting hardware: Must be approved in writing from Liberty Management: May NOT be attached to the dwelling, exterior walls, roof, fascia, windows, windowsills, fencing, etc. A \$100 refundable security deposit is paid before to the installation.

I (We) acknowledge receipt of a copy of Liberty Management’s Home Buyer Program and that Liberty residents can earn a financial credit towards the purchase of a home.

I (We) acknowledge that if we are allowed to go on a month to month lease, the month to month rate is 25% more than our current lease rate.

This offers the tenants the flexibility of going on a month to month lease and compensates the owner knowing the tenant, after providing a 30-day written notice, may be leaving at any time.

I (We) acknowledge that Move Out FAQs, Move Out Notices, Cleaning Checklist, and Showing Instructions can be viewed at www.Liberty.pm under “Tenant Services > Moving Out”.

Initials _____ Initials _____

Tenant Fee Schedule

These charges have been put in place to offset the cost and time involved needed to address each issue listed below on behalf of the tenant.

Failing to Transfer or Connect Utilities Fee - \$75

Fee charged when a tenant fails to connect utilities in their name after taking possession of the property. Also, the resident will be charged prorated utility charges.

“Notice to Vacate” Eviction Posting Fee - \$100

This fee is charged when rent is late, and we have to physically deliver or post Notice to Vacate at the property. The \$100 fee will be assessed to the tenant in addition to late charges.

Certified Letter Fee - \$25

This fee will be levied for any occasion the tenant is sent a certified letter for negative reasons. Examples are a pending eviction, an unauthorized pet, failure to respond to email and telephone correspondence from Liberty Management; or any other lease violation.

After Hours Maintenance Fee - \$50

This fee is charged to a tenant in the event an after-hours maintenance call is required for a routine service call. We understand that tenants have careers and can only be home at certain times after work or on the weekends the same applies to our staff. It is the policy of Liberty Management not to perform any work on a property on behalf of the tenant without the tenant being home to allow for access to the home. We feel this will avoid issues of missing items in the home, or any uneasy feelings of key security. This fee will be assessed on a case by case basis and does not apply to emergency calls such as HVAC or water issues.

Failure to make the property accessible for showings for any reason Fee - \$65 per occurrence.

If Landlord or Landlord’s agents are denied or are not able to access the property for any reason: Pets, Deadbolt left lock, Security System Armed, Etc.

HOA & Lease Violation Administration Fee - \$25

This fee will be charged anytime the homeowner or Liberty Management receives a letter for rule enforcement from the Homeowner’s Association (HOA), and/or tenant has violated a condition of the lease agreement. This fee is in addition to any fine charged by the Homeowner's Association.

The most common examples are the lawn needing to be mowed and edged (tenant responsibility), the garbage cans left insight from the street on non-garbage pickup days, unauthorized boats or trailers parked in the driveway or on the street, A/C filters not being changed monthly, unauthorized pet on the property, unauthorized trampolines, etc.

If Liberty Management must re-inspect property for a Tenant’s lease violation, Tenant will also be charged a \$65 inspection fee per occurrence.

Initials _____ Initials _____

Rental Verification Fee - \$25

The landlord is not obligated to respond to any requests for Tenant’s rental and payment history from a mortgage company or another prospective landlord until Tenant has given notice of termination of this Lease and Tenant is not in breach of this lease.

Lease Processing Fee for Lease Modifications - \$75

This fee will be charged if a tenant wants an administrative action that will cause their lease agreement to be modified. If a resident would like to remove an occupant from a lease agreement, add an occupant to a lease agreement, add a pet to a lease agreement or anything that will cause the lease to be modified, a processing fee of \$75 will be charged to the tenant. We cannot remove the financially responsible parties from the lease agreement until the end of the lease only non-financial responsible occupants.

Lease Renewal Fee - \$50

This fee would be charged once a tenant signs a lease renewal with Liberty Management. This covers the administrative costs of preparing and executing a lease renewal and offers the convenience of electronic signatures.

Monthly Tenant Administration Fee - \$8.00

This monthly fee offsets the cost of ACH payments, Tenant Portal Access with Online Payments, Online Maintenance Requests, Electronic Statements, and 24 Hour Maintenance Hotline.

Walk Thru Fee - \$75

This fee would be charged if the tenant requests an in-person walk thru either to move into the home or when moving out of the home. An escorted walk thru of a property with the tenant and a representative of Liberty Management is above and beyond the regular practice of a vacant home, walk-thru. This fee is charged because the tenant often still has access to the home via keys, and often has possessions still in the home requiring us to do an extra walk thru once the locks have been changed, and the tenant has completely vacated.

Failure to Maintain Utilities - \$150

Tenants vacating the property are required to maintain utilities until the move out inspection has been completed. Failure to maintain utilities requires the staff to reschedule and dispatch the inspector, schedule utilities to be reconnected, delays any repairs that might be needed, and potentially cost the owner days of rent.

Move Out Property Survey Report - \$40.00

This charge is assessed when the property is not left in a make-ready condition, in addition to the Make Ready Coordination Fee. This pays for the move out report showing the condition the property was left in.

Make Ready Coordination Fee for Cleaning or Repairs - 10%

This fee will be charged if Liberty Management has to make additional arrangements to provide maid service, lawn service, carpet cleaning, or repairs to any damages done to the home that calls for repair because of tenant negligence. Receipts are kept for costs involved, and can be provided to the tenant. This fee is 10% of the cost to repair and is meant to cover the administrative cost in organizing this work on the tenant’s behalf.

Initials _____ Initials _____

Failure to return keys - \$75.00

Failure to turn in keys means that the tenants have not returned possession of the property back to Liberty Management, and tenants can be charged additional rent. The lease states the tenants must return all keys, remote controls, and pool/property access passes. Failure to do so causes additional staff time locating and coordinating the re-issuance of said devices. The amount charged for lost remotes and pool/gate access devices will be their combined retail value.

Holdover Fee – Three Times Monthly Rent

This fee will be charged if the tenant has remained in the home after the proper 30-day notice to vacate was delivered in accordance with the lease agreement. Per the lease, a charge of three times the monthly rent will be applied. (See “Texas Residential Lease” Para. 22)

Stop Payment Fee - \$50

This fee is charged if a tenant does not receive a check from Liberty Management for any reason that is the fault of the tenant. An example would be if we were provided the wrong forwarding address and our check to you is lost in the mail. This necessitates a stop payment on that check and issuance of another check. We are charged a fee for stop payment by our bank, and that cost would be passed along to the outgoing tenant.

Re-Issue Check Fee - \$25

This fee is charged to the tenant when through the fault of the tenant a check is lost and Liberty Management must re-issue a check to them. It usually coincides with the stop payment fee.

Court Filing Fee \$100.00

In the event a tenant has received a Notice to Vacate and failed to bring their account current, an Eviction Suit must be filed in the Justice Court. This fee is to cover the cost of preparing the necessary paperwork and the time to physically file at the court. This charge is in addition to any cost associated with the eviction including but not limited to attorney fees and cost charged by the court

Court Appearance Fee - \$100.00

In the event a that a trial is scheduled due to the tenant’s failure to resolve any issues surrounding the Notice to Vacant, this charge is applied to offset the cost of an employee to appear in court. This charge is in addition to any cost associated with the eviction including but not limited to attorney fees and cost charged by the court.

Collection Administration Fee - 5% of the balance owed.

This fee will be charged to a tenant in the event we have to initiate a collection to recoup any funds owed to Liberty Management or the property owner. This will include rent, late fees, NSF fees, or any other past due items. All charges listed above are assessed on a case by case basis. This list does not encompass all possible charges that can occur in the handling of tenant issues during and after the term of the lease agreement. This fee does not cover any fee that the Collection company may charge.

Initials _____ Initials _____

Non-Disparagement / Representations - Liberty Management, Inc. and Tenant(s) mutually agree, that as additional consideration, specifically the mutuality of this clause, each is prohibited from making disparaging remarks/statements or publications regarding the other to any third party, internet, or other sites, effective the date of this agreement. This provision relates to remarks/statements/publications regarding this agreement or either parties' performance under this Agreement, or subsequent to any termination of this agreement. If any dispute arises regarding whether any remark/statement or publication is disparaging, the parties agree that for purposes of this provision, expressly including the enforcement of this provision detailed below, that any remark/statement or publication shall be irrefutably deemed disparaging if: (1) the other party requests, in writing, that the writing/publishing party remove the remark and/or publication; and (2) the remark and/or publication is not removed within two days of said requests. Liberty Management, Inc. & Tenant(s) mutually agree that damages for failure to comply with this provision shall be liquidated at two hundred dollars per day for each remark/statement/representation that is disparaging, or is not removed within two days of request to remove said remark/statement/representation. Liberty Management, Inc. & Tenant(s) further agree that enforcement of this provision is appropriate through a temporary restraining order and/or injunctions and permanent injunctions, notwithstanding any rights under the First Amendment to the United States and Texas Constitutions, and that any party who prevails on enforcement of this provision, whether for monetary damages or injunctive relief is entitled to recover attorney fees against the other.

Venue - Liberty Management, Inc. & Tenant(s) expressly submit to the jurisdiction of the State of Texas and agree that venue in any litigation touching or concerning this Agreement shall be proper ONLY in Bexar County, Texas.

At Liberty Management, we ask that you give us the same respect we are happy to offer you, and will not tolerate physical, verbal, or psychological abuse. Any threatening or potentially harmful behavior directed to any of our staff, employees, or representatives, is grounds for non-renewal of the lease agreement.

Any information on your rental history for law-enforcement, governmental, or business purposes, we may provide it.

We may also report rental payment data to credit agencies.

REQUIRED TENANT LIABILITY INSURANCE

All tenants are required to maintain property damage liability insurance on behalf of the landlord and property manager. Coverage is required in the amount of One Hundred Thousand Dollars (\$100,000.00) for damage to both landlord's and third party's property with the provisions covering at least the perils of fire, smoke, explosion, accidental water discharge and sewer backup. Liberty Management, Inc. shall be named as an Interested Party on Resident's policy. Such policy shall be written as a policy not contributing with and not in excess of coverage that landlord may carry, and must waive all rights of subrogation against landlord and property manager. It is agreed that landlord carries insurance for its protection and that the tenant is not a beneficiary of such insurance. Tenant shall be responsible to Landlord for all costs of repair for damages as stated in the Lease Agreement regardless of existing landlord insurance.

Initials _____ Initials _____

Tenants may OPT OUT of purchasing this required insurance through landlord’s approved vendor by providing written proof to the following three items PRIOR to the signing of this lease agreement:

1. Evidence of Required Insurance levels to show the Policy is in effect, when it will start, when it will end, and who is named on the policy.
2. Liberty Management must be named as an “Additionally Interested” party to the insurance binder provided by the tenant.
3. The Tenant Liability coverage has to be equal to or greater than:

*\$100,000 in Tenant Liability Coverage to the Property

Cost through Liberty Management: \$9.00 per month plus a \$3.00 per month administration fee for a total of \$12.00 per month. This insurance can be provided to the tenant at \$12.00 per month and added to the tenant ledger for payment each month. Tenant has the right to Opt Out of this requirement by providing adequate and acceptable coverage as illustrated in this paragraph and approved by landlord.

Failure to Maintain Insurance: If the tenant’s coverage for their self-directed tenant liability insurance is lapsed by either non-payment or non-renewal, Liberty Management will place that tenant under this program by default for \$12 per month plus a \$75.00 set up fee.

Coverage Notice: *The Property Damage Loss Waiver® only waives the tenant's requirement of indemnifying the Owner for specific damages caused by a Resident. By electing the PDLW® you are not accepting, enrolling, or purchasing an insurance policy nor are you listed as a named insured under the owner's policy.*

The Property Damage Loss Waiver® Option is not an H04 policy; it is not designed to replace the Renter's personal/liability insurance policy.

Disclosure Rights

Tenant

Date

Tenant

Date