

Brookside Meadows  
45609 Chapman Lane  
Hempstead, Texas

**LEASE**

This Lease (“Lease”) is entered into effective as of \_\_\_\_\_, 20\_\_\_\_ by Brookside Meadows and the Tenant (identified below), each of which , intending to be legally bound, and to bind their respective heirs, administrators, personal representatives, successors and assigns, hereby agree upon the following terms and conditions, including the following defined terms:

**“Tenant”**: \_\_\_\_\_

**“Tenant’s Permanent Address”**: \_\_\_\_\_

**“Premises”**

An individual interest in Bedroom No. \_\_\_\_\_ (“Bedroom”) that is part of Unit No. \_\_\_\_\_ (“Unit) at Brookside Meadows located at 45609 Chapman Lane, Hempstead, Texas 77445 (“Facility”), which Unit Landlord will identify in written notice to Tenant prior to the beginning of the Term, together with the right to use, in common with others, the furniture appliances and personal property provided by the Landlord in such Bedroom and Unit (collectively “Personal Property”), and the right to use, in common with others, any common kitchen, bathrooms, personal property and other common areas, to the extent currently in place at the Unit or the Facility (collectively, “Common Areas”).

**“Tenant Assigned Property Address”** \_\_\_\_\_

Hempstead, TX 77445

**“University”**: Prairie View A & M University

**“Lease Term”**:

The period between \_\_\_\_\_, 20\_\_\_\_ (“Commencement Date”) and \_\_\_\_\_, 20\_\_\_\_ (“Expiration Date”). **The Term of this Lease automatically expires at 12:00pm Noon on the Expiration Date**, unless, prior to that time, Landlord and Tenant have entered into a written Lease renewal agreement.

**“Fixed Rent”**

\$\_\_\_\_\_ for the Lease Term, payable in advance, or in monthly installments of \_\_\_\_\_ each, **on the first day of each month** commencing \_\_\_\_\_, 20\_\_\_\_, except **the Fixed Rent for the first month and the last month’s rent of the Lease Term shall be payable on the date hereof.**

All Rent is payable by Tenant, without notice (except as otherwise expressly provided herein), offset or demand, at the Agent’s office located at **45609 Chapman Lane, Hempstead, Texas 77445**, or such other address as Landlord may notify Tenant. **Money Orders or cashier’s checks should be payable to Brookside Meadows.** Any accord, satisfaction, conditions or limitations noted by Tenants is any Rent payment shall be null and void.

<b><u>Application Fee:</u></b> _____	<b><u>Security Deposit:</u></b> _____	<b><u>Last Month’s Rent:</u></b> _____
Date Paid: _____	Date Paid: _____	Date Paid: _____

All fee specified above (collectively, “Fees” are non refundable and payable by Tenant on the effective date of the lease. Security Deposits are refunded and outlined in Section 4.

**1. PREMISES: USE:**

(A) Subject to the terms and conditions herein stated, Landlord hereby leases to Tenant the Premises.

(B) During the Term, Tenant may not permit any part of the property to be used for any business of any type or any activity which violates any zoning ordinance, owner's association rule, or restrictive covenant. Tenant shall use the Premises for residential purposes only, and shall use the Common Areas only for the purposes for which Landlord makes them available for Tenants of the Facility, all subject to the Rules and Regulations, which are attached hereto and are part of this Lease. **Landlord may, from time to time, amend and supplement the Rules and Regulations, effective upon posting a notice at the Facility or at Landlord’s elections, upon notice to Tenant.**

(C) **If Tenant is a student at a University identified above, then Tenant shall abide by all such University rules and regulations and students code of ethics.**

**2. RENT:**

(A) The Fixed Rent, the fees and all other sums payable by the Tenant hereunder (collectively “Rent”) shall be payable by Tenant when due, without demand, offset or deduction. **If Tenant fails to pay any Rent within five (5) days of its due date, then Tenant shall pay a late charge of \$25 on the sixth (6th) and \$50 on the tenth (10<sup>th</sup>) and \$25 each subsequent day thereafter. Rent payments shall be made by Tenant in the form of: money order, cashier check, approved credit or debt card.**

(B) **Tenant acknowledges that any rent received by Landlord will first be applied to any outstanding charges (including but not limited to late rent fees, damage repair charges, fines, utilities overages, etc.) incurred by or on behalf of Tenant prior to applying same to the current monthly fixed rent.** If the payment by Tenant fails to cover the total charges out standing, then Tenant shall immediately pay the difference, plus any late rent fee incurred by virtue of Tenant’s failure to timely pay all sums due from Tenant to Landlord.

**3. Utilities and Services** (A) Utilities and services supplied to the Facility shall be paid as follows:

	<b><u>Paid By:</u></b>	<b><u>Monthly Utility Cap</u></b>
Basic Cable Television	<u>Landlord</u>	<u>N/A</u>
<b>Water &amp; Sewer *</b>	<b><u>Landlord</u></b>	<b><u>\$60.00</u> per unit</b>
<b>Electric*</b>	<b><u>Landlord</u></b>	<b><u>\$120.00</u> per unit</b>
Internet/Ethernet Services	<u>Landlord</u>	<u>N/A</u>
Pest Control	<u>Landlord</u>	<u>N/A</u>
Lawn Maintenance	<u>Landlord</u>	<u>N/A</u>

**\*Utility Conservsation Caps:** In order to promote responsible use of and conservation of utilities, Landlord has placed caps on Landlord’s obligation to pay for certain utilities as listed above within each Unit. **If Tenant exceeds the Monthly Utility Cap for Water & Sewer and Electric in the Unit (the “Utility Caps”) as referenced above, Tenant shall be responsible for paying such excess amount as provided in Section 2 of this Lease.**

(B) Utilities and Expense: Any charges in excess of the Utility Caps will be billed on a monthly basis, as additional rent to the Tenant as provided in Section 2 of this Lease. Landlord shall not be liable, under any circumstances, for any interruption or failure of any such utility service to the Facility, or for any damages directly or proximately caused thereby. Landlord’s sole obligation is to be reasonably diligent in Landlord’s effort to restore and maintain any such service which is interrupted. Tenant shall be solely responsible for acquiring and maintaining, at Tenant’s sole cost and expense, any and all utilities, other than those specifically set forth in this paragraph as Landlord’s responsibility.

1. **Landlord agrees to use its best efforts to repair water leaks inside or outside your Unit, no later than 7 days of learning about them.** Tenant has the right to receive certain information from the Landlord in order to verify the utility bill amounts, including, but not limited to, the Facility water and sewer and electric bills, calculation methods, and any other information available to the Tenant under TCEQ rules. Meters will normally be read around the 1<sup>st</sup> of each month. **Payment of your bill is due 10 days after hand delivered to your Unit or delivered via email. You will be assessed a 5% late fee in the event that your payment is not received by the due date.** In addition, **payments shall be made by Tenant in the form of: money order, cashier check, approved credit or debt card.**
2. (C) Landlord shall have the right to temporarily suspend any utility or other service to Premises and/or Unit in order to do maintenance and/or repair and/or protect the Facility, Premises, Unit or Tenant from risk of harm of loss.

(D) Neither Landlord nor Agent ( regardless of the negligence of Landlord or Agent) shall be liable for loss or damages resulting from the interruption of heat, electrical, water, sewer, telephone, cable TV, Internet, or any other services, or for the malfunction of machinery or appliances serving the Premises or any part of the complex in which the Premises are located. Neither Landlord or Agent, (regardless of the negligence of Landlord or Agent) shall be liable for injury or damage to persons or property caused by any defect in the heating, electrical, water, or sewer systems serving the Premises or Facility. In no event shall the Landlord or Agent (regardless of the negligence of Landlord or Agent) be liable for damages or injury to a person or persons caused by wind, rain, fire or other acts of God, and Tenant hereby expressly waives all claims for such injury, loss or damage.

**(E) Tenant will be charged for the full period of time from the Commencement Date of the Lease until its Expiration Date, regardless of whether Tenant physically occupies the Premises.**

Tenant agrees to pay for all charges billed in accordance with this agreement during the Term of the Lease. **Tenant and any Guarantor(s) to the Lease are jointly and severally responsible for paying all charges billed to the Tenant under the agreement.** The failure to make the utility payment is material and substantial breach of your Lease Agreement and shall entitle Management to exercise all remedies available under the Lease. Tenant acknowledges and agrees to continue occupancy of the Unit when electricity, water or sewer has been discontinued is hazardous. Tenant agrees not to terminate, cut off, interfere with, or disconnect any utility metering system or device. Violation of this provision is a material breach or default of the Lease and shall entitle Management to immediately exercise all remedies available.

**4. SECURITY DEPOSIT:** The Security Deposit (if any, was paid by Tenant, as specified on the first page of the Lease) is collateral for the timely performance of all Tenant's agreement under this Lease, if Tenant fails to perform any such agreement, then Landlord may, but is not obliged to, apply all or part of the Security Deposit to Tenant's unperformed agreement (including Unpaid Rent), without limitation to any other right or remedy of Landlord. If Landlord so applies the Security Deposit, then Tenant shall, upon Landlord's demand, deposit with Landlord the amount so applies so that the amount of the Security Deposit is restored to the amount specified above. Landlord shall hold and dispose of the Security Deposit in compliance with non-waivable law. **The security deposit shall be refunded thirty (30) days after tenant has vacated, or upon receipt of final utility bills, Landlord shall forward any unapplied balance of the Security Deposit to Tenant at Tenant's Permanent Address or such address as Tenant may specify in writing.**

**5. CONDITION OF PREMISE:** (A) At the time Tenant moves into the Premises, Tenant shall complete and deliver to Landlord a Move-In/Move-Out Condition Report (“Inspection Report”) within 3 days of move in, which shall specify any existing damage to, or need for repair of, the Premises and the Unit. At the end of the Term, Tenant shall schedule an inspection of the Premises and Unit with Landlord, whereupon Landlord and Tenant shall note any damages to the Premises and Unit not specified on the original Report. If Tenant fails to conduct either such inspection, then Landlord’s inspection and determination of any damage to the Premises or Unit shall be final and binding on Tenant.

(B) Unless and to the extent of conditions existing at the beginning of the Term, as specified in Report signed by Tenant and Landlord: (i) Tenant shall be deemed to have accepted the Premises or Unit in their “as-is” condition at the time of move in, without any obligation of Landlord to make any repairs or alternations, and (ii) Tenant shall pay Landlord in demand Landlord’s cost to repair any loss of or damage to the Premises during the Term or existing at the end of the Term and caused by Tenant or any guest of Tenant. Tenant shall also pay Landlord on demand Landlord’s cost of repair any damage to Common Areas or Facility cause by Tenant or any guest of Tenant. **Tenant will occupy Unit jointly with other Tenants, and, if the Unit is damaged and Landlord is not reasonably able to ascertain which Tenant caused damage, then Tenant shall pay to the Landlord on demand a pro rate share (determined by number of Tenants in the Unit) Landlord’s cost to repair any loss or damage to the Unit during the Term or existing on the Term Expiration Date.**

(C) Tenant shall keep and maintain its Unit in good, clean, and sanitary condition throughout the Term, reasonable wear and tear excepted. Tenant shall make no alteration or additions to the Premises. Tenant shall keep open the sinks, lavatories and commodes at the Unit. Tenant will immediately report to Landlord the need for repair of the Premises or Unit, including plumbing, heating, air conditioning and other systems. Landlord will provide normal maintenance and repair of the Unit without additional charges to Tenant, except for repairs made necessary by the misuse of the Unit by Tenant or Tenant’s guest.

(D) Tenant shall not allow trash or garbage to accumulate in Tenant’s Unit. Tenant shall place trash or garbage in receptacle outside the Unit provided by the Landlord. Tenant shall not place any trash receptacle and shall not otherwise dispose of to deposit on the Premises or at the Facility, any hazardous or dangerous substance, and if Tenant encounters any such substance at the Premises, Tenant shall promptly so notify Landlord.

(E) Landlord’s repair costs payable by Tenant hereunder shall include Landlord’s actual out-of-pocket expenses plus overhead of 15%.

(F) Any personal property remaining in the Unit at the end of the Term shall be deemed abandoned by Tenant and may be disposed of by Landlord as Landlord see fit.

(G) At the end of the Term, Tenant shall pay all Rent due in full, pay Landlord for any damages to Premises (including the Personal Property) caused by Tenant or any guest of Tenant, clean the Premises, remove all trash and other debris there from, lock and fasten all doors and windows, remove all Tenant’s property from the Premises, surrender the Premises to Landlord in good and clean condition, and shall return all keys for the Premises to Landlord. Tenant shall remain responsible for the Premises until all keys for the Premises are so returned.

**6. ASSIGNMENT:** Tenant shall not assign this Lease or assign the Premises, or any part thereof, without Landlord’s prior consent. Tenant shall pay Landlord a non-refundable processing fee of \$350.00 for each application to Landlord for Landlord’s consent to an assignment. Tenant shall register with Agent in writing each guest of Tenant who occupies the Unit for more than one day. **If any guest of Tenant occupies all or part of the Unit for more than two (2) consecutive days per month, Tenant shall be deemed in default hereunder and, without limitation to any other**

remedy of Landlord, Tenant shall pay Landlord on demand damages equal to \$200 per day of such occupancy.

(A) **TERMINATION:** It is understood that in the event Tenant wants to be released from the obligation of this lease agreement he/she must find someone to take over the full obligation of his/her lease. If Tenant does not find someone, (which will be kept on file in Landlord's office in the event of an inquiry from a prospective resident), it is understood by Tenant that completion of the re-lease does not release Tenant from his/her obligation until someone has completed all necessary paperwork, all parties including Landlord has signed said form, all fees have been paid and replacement resident has moved in. Tenant understands that in the event someone is not found by either Tenant or Landlord, Tenant will be responsible for payment of the entire Term of this Lease. Fees associated with the re-lease agreement as set forth in the above paragraph "ASSIGNMENTS". As stated in the Section \_\_ "LEASE GUARANTY", it is understood by Tenant that failure to return the Parental Guarantee document does not release Tenant from his/her responsibilities and obligations for the entire Term of the Lease.

**7. ACCIDENTS/LOSSES:** (A) Tenant shall immediately report to Landlord all fires, accidents, injuries and property damage occurring in the Unit and, if involving Tenant, elsewhere at the Facility. Notwithstanding any contrary provision of this Lease or of non-waivable law, neither Landlord nor Agent nor any of their respective affiliates, partners, members, shareholders, officers, directors, agent representative or attorneys (collectively, "Landlords Parties") shall be responsible to Tenant, Guarantor or any other person and Tenant, for itself, any of their respective heirs, administrators, successors and assigns (collectively, "Tenant Parties") hereby releases Landlord Parties from, and covenants not to sue any Landlords Party with respect to all claims, suits, actions causes of action, losses, damages, suits, actions, costs and expenses ( including without limitations legal fees and expenses) relating to: (i) any fire, accident, injury, death or property damage or theft occurring in or with respect to the Unit or the Facility, (ii) any loss or damage to Tenant's mail, (iii) any crime or tortuous act occurring at the Facility, (iv) any personal conflict between Tenant and any other person occurring at the Facility, (v) any failure of performance or service to be provided to Tenant hereunder, (vi) the interruption or failure of mail delivery, mail forwarding, heat, electrical, water, sewer, telephone, cable TV, telephone service, internet service, E911 service, or any other utility service, or malfunction of machinery or appliances serving the4 Premises, and (vii) any defect in the heating, gas, electrical, water, sewer or other systems serving the Premises, except and solely to the extent that any of the foregoing directly results from the gross negligence or willful misconduct of Landlord or Agent.

(B) All Tenant's personal property kept in the Premises, or in any storage room, or anywhere else at the Facility, shall be at Tenant's sole risk, and Landlord shall not be liable for any damage to, or loss or theft of, any such property. Tenant is encouraged to secure apartment dwellers or similar insurance to cover any loss or damage to personal property.

(C) Neither Landlord nor Agent shall be obligated to provide any health or medical care to Tenant or take any action with respect to any medical condition, allergy or dietary preferences of Tenant.

**8. LANDLORD'S ENTRY:** Landlord and Agent shall have the right to enter the Unit at all reasonable hours, including without limitation for the purpose of making inspections and repairs, painting and showing the Premises to prospective Tenants, lenders and purchasers, after first notifying Tenant, unless an emergency condition exists or Landlord has reason to suspect a lease default by tenant.

**9. TELEPHONE/INTERNET SERVICE:** Telephone service not available.

(A) If applicable as outlined in Section 3 herein, Landlord may furnish to each Unit a terminal for Tenant's connection to an internet service provider as chosen by Landlord. Should Tenant desire to use alternative Internet or on-line services, Tenant shall have the right to do so, at Tenant's expense.

**(B) Tenant may find it necessary to purchase a network interface card and/or other equipment to connect Tenant's personal computer to the Facility's network. Such equipment and expense are Tenant's sole responsibility.** In the event Tenant is in default under any of the terms of this Lease (including without limitation the Rules and Regulations), or in violation of the terms and conditions of the internet service provider, Landlord shall have the right, in addition to all other rights and remedies, to discontinue Tenant's connection to such internet service.

**10. DEFAULT:** If (I) Tenant fails to perform any of its agreements or obligations hereunder when such performance is due, and continues such failure for more than: (a) five (5) days after a default notice from Landlord, if Tenant has failed to pay Rent, for (b) ten (10) days after a default notice from Landlord, if Tenant has failed to perform or observe any of its other agreements or obligations hereunder, or (II) Tenant commits a crime or violates any application law, ordinance or code, or (III) Tenant fails to take possession of the Premises at the beginning of the Term, or (IV) Tenant abandons the Unit, or (V) any information by Tenant (including without limitation, information in Tenant's Lease application) is false or materially incorrect, **then an "Event of Default" shall be deemed to have occurred.**

(B) Notwithstanding the foregoing, if Tenant is accused of committing a felony or a violent misdemeanor, or if illegal drugs or weapons are found in Unit, or if Tenant commits an act of violence in the Unit, then **(I) immediately upon the notice of Landlord, an Event of Default shall be deemed to have occurred, and (II) in addition to all Landlord's other rights and remedies with respect to such Event of Default, TENANT SHALL VACATE THE UNIT AND PREMISES WITHIN TWENTY-FOUR (24) HOURS AFTER NOTICE OF LANDLORD.**

(C) If Landlord issues such a notice of default to Tenant, then, regardless of whether Tenant cures such default, Tenant shall pay Landlord a default notice processing fee of \$200 for the first default notice and \$300 for each subsequent default notice.

(D) Upon the occurrence of an Event of Default, Landlord shall have the right, in addition to all its other rights and remedies hereunder and under applicable law: (I) to accelerate all Rent for the balance of the Term which accelerated Rent shall be payable by Tenant to Landlord's demand and/or, at the Landlord's option, **(II) to terminate Tenant's right to possess the Premises, without terminating the Lease or relieving Tenant from any of its obligations hereunder (including its obligation to pay all Rent for the entire Lease Term),** in which case Landlord shall credit to Tenant any net proceeds of any reletting of the Premises by Landlord (i.e. net of attorney's fee and all costs and expenses incurred by Landlord in recovering possession and reletting the Premises) and/or, at Landlord's option, (iii) to terminate this Lease, in which case Tenant shall pay Landlord all damages recoverable under applicable law and/or at Landlord's options (iv) to apply Rent payments to damages, losses, costs and expenses incurred by Landlord. Landlord's exercise of any of the foregoing remedies shall not preclude Landlord's subsequent exercise of any other right or remedy specified herein or allowable under applicable law.

**(E) If Tenant fails to vacate the Premises upon expiration of the lease term, then without limitation to any other remedy of Landlord, Tenant shall pay Landlord holdover rent equal to \$200 for each day holdover.**

(F) Tenant shall indemnify, protect and hold harmless Landlord Parties from and against any and all claims, suits, actions, proceedings, damages, fines, penalties, losses, costs and expensed

(including without limitations attorney's fees) suffered or incurred by any Landlord Party as a result of in any way relating to any default by Tenant hereunder, any failure to perform any agreement or obligation by Tenant hereunder, or the breach or untruthfulness of any representation, warranty or factual statement by tenant in this Lease or in Tenant's Lease application or related materials.

**11. SUBORDINATION:** This Lease and Tenant's right hereunder, are subject and subordinate to all present and future financings secured by property of which all the Premises are a part. Tenant shall, within five (5) days after Landlord's request, sign any certificate(s) that Landlord requests to confirm that this Lease is so subject and subordinate; Tenant authorizes Landlord to sign such certificate(s) on behalf of Tenants.

**12. DAMAGE/DESTRUCTION:** (A) If, during the Term, the Premises are damaged or destroyed by fire or other casualty, then at Landlord's option (i) the Premises shall be promptly restored and repaired by the Landlord and if the Unit is damaged or destroyed, any Rent for the period that the Premises are uninhabitable by Tenant shall abate, unless and to the extent Landlord provides Tenant with comparable alternative living space, in which event Rent will not be abated, or (ii) Landlord may terminate this Lease by so notifying Tenant, in which event the Rent shall cease to accrue as of the date of such damage or destruction, or (iii) Landlord may relocate Tenant to another unit within the Facility or comparable facility. Notwithstanding the foregoing, Tenant shall not be excused from paying Rent if the damage or destruction to the Premises is caused by Tenant or any guest of Tenant.

(B) If the Premises are condemned, this Lease shall terminate on the date the possession is tendered by Landlord to the condemning authority. All condemnation damages shall be the property of Landlord.

**13. RELOCATION:** Landlord reserves the right, upon ten (10) days written notice to (a) require Tenant to relocate to another bedroom within the same Unit, and/or (b) relocate Tenant to another Unit on the premises. If Tenant requests to be relocated: (a) tenant will need to submit in writing to Landlord (a) "Request to Transfer" (b) state the reasons why tenant is requesting to transfer (c) Tenant shall pay Landlord a nonrefundable Transfer Fee of \$350.00 upon approval of request. **In no event shall Landlord be obliged to relocate Tenant at Tenant's request or be responsible or liable for problems or disagreements arising from any difference in personality, style of living, etc. among Tenant and other Tenants of the Unit.**

**14. SECURITY:** Tenant acknowledges that neither Landlord nor Agent has made any representations, either written or oral, to Tenant concerning the safety of the Facility or the Premises or the effectiveness or operability of any security devices or security measures at the Facility or the Premises. **Tenant acknowledges that Landlord and Agent neither warrant nor guarantee the safety or security of Tenant or its guest against any criminal, tortuous or wrongful acts of any person.** Tenant acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunctions. Therefore, Tenant acknowledges that Tenant should not rely on such devices or measures and should take steps to protect himself and his or her existing property as if these devices or measures did not exist. Tenant agrees to immediately notify Landlord or Agent of any malfunctions involving locks, doors or windows in writing. Tenant, for itself and all other Tenant Parties, hereby releases all, and covenants not to sue any, Landlord Parties, and waives any and all liability of and all claims suits, actions and causes of action against, all Landlord Parties, with respect to any and all personal injury, death or property damage suffered by any Tenant Party as result of any criminal tortuous or

wrongful act by any person, including without limitations another Tenant of the Facility, but excluding gross negligence and willful misconduct of Landlord by Landlord or Agent.

**15. MISCELLANEOUS:** (A) Tenant shall, within five (5) days after occurrence, notify Landlord of any alleged violation by Landlord of any of its obligations to Tenant under this Lease. The failure of Tenant to make such notification within such time shall constitute a complete waiver by Tenant of such violation by Landlord.

(B) If a Lease is signed by more than one person as Tenant, then the liability of all such person to Landlord shall be joint and several, and references in this Lease to the Tenant shall be deemed to include all person who so sign this Lease as Tenant.

(C) In the event any provision of this Lease is determined to be invalid or unenforceable, such provision shall be deemed severed from the Lease and the remainder of Lease shall not be effected thereby.

(D) This Lease represents the final and entire agreement between Tenant and Landlord and supersedes all other communications, negotiations, representations and agreements by Landlord Agent and Tenant. This Lease may be amended only in writing signed by both Landlord and Tenant.

(E) All notices and other communications required by or relating to this Lease shall be effective only if in writing signed by the notifying party hereto and actually delivered to the addressee party. Notices to Tenant shall be deemed received by Tenant on the date delivered to Premises or hand delivered to Tenant's door.

(F) This Lease may be signed in separate counterparts, all of which, when signed and delivered, shall constitute the same document. A party's signature transmitted by the party by facsimile shall be binding on such party.

(G) This Lease shall be governed by the law of the state where the Unit is located and any litigation arising hereunder shall be conducted in a court sitting in the county where the Unit is located.

**(H) The Rules and Regulations attached hereto are an integral part of this Lease, and Tenant shall observe and perform all of its agreement and obligations under Rules and Regulations. Landlord may from time to time amend and supplement the Rules and Regulations, effective upon notice to Tenant.**

(I) All rights of Landlord hereunder may be exercised by Agent unless and until Landlord notifies Tenant otherwise.

(J) At the end of the Lease Term, Tenant shall notify the U.S. Postal Service to forward Tenant's Mail to such address as Tenant may specify.

**16. TEXAS STATE-SPECIFIC LEASE PROVISIONS:** To the extent a provision of this Section is inconsistent with any other provision of this Lease; the provision of this Section shall govern.

**16.1 DEFINITIONS:** As used in this section, "you" mean Tenant and "we" means Landlord.

**16.2 SECURITY DEVICES:** (A) What We Must Provide. Texas law requires, with some exceptions, that we must provide at no cost to you occupancy begins; (1) a window latch on each window; (2) a door viewer on each exterior door; (3) a keyless bolting device (keyless deadbolt) on each exterior door; (4) either a keyed doorknob or a keyed deadbolt lock on one entry door. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done either before move in or within 7 days after you move in, as required by statute. If we fail to install or rekey security devices as required by the Property Code, you have the right to do so and deduct the reasonable cost from your next rent payment under Section 92.165(1) of the Code.



(B) What You May Request: Subject to some limitations, under Texas law you may at any time ask us to: (1) install one key deadbolt lock on an exterior door if it does not have one; (2) change or rekey locks or latches. We must comply with those requests, but you must pay for them.

(C) What You Are Now Requesting. Subject to statutory restrictions on what security devices you may request, you are now requesting us to install or change at your expense:

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

(D) Payment: We will pay for missing security devices to the extent required by statute. You pay for; (1) rekeying that you request (except when we failed to rekey after the previous resident moved out); (2) repairs or replacements due to misuse or damage by you or your family, occupants or guests. You also must pay immediately after work is done unless state statute authorizes advance payment. You also must pay for additional or changed security devices you request, in advance or afterward, at our option.

**16.3 CONTRACTUAL LIEN AND PROPERTY LEFT IN PREMISES:** (A) All personal property in the Premises is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the Premises is presumed to be yours unless proven otherwise.

(B) Removal After We Exercise Lien for Rent: If your rent is delinquent, our representative may peacefully enter the Premise and remove and/or store all property subject to lien. Written notice of entry must be left afterwards in the Premises in a conspicuous place-plus a list of items removed. The notice must state the amount of delinquent rent and the name, address and phone number of the person to contact about the amount owed. The notice must also state the property will be promptly returned when the delinquent rent is paid in full. All property in the Premises is presumed to be yours unless proven otherwise.

**(C ) Removal After Surrender, Abandonment, or Eviction: We or law officers may remove and/or store all property remaining in the Premises or Common Areas ( including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the Premises.**

(D) Storage: We will store property removed under a contractual lien. We may store, but have no duty to store, property removed after judicial eviction, surrender, or abandonment of the Premises. We are not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing and selling any property. We have a lien on all property removed and stored and surrender, abandonment, or judicial eviction for all sums you owe, with one exception: Our lien on property listed under Property Code Section 54.042 is limited to charges for packing, removing and storing.

(E) Redemption: If we have seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale ( set forth as follows) is given before you seek redemption, you may redeem only by paying delinquent rent and reasonable charges for packing, removing and storing. If we have removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the Premises (at our option). We may require payment by cash, money order, or certified check.

**16.4 RESIDENT SAFETY AND PROPERTY LOSS:** (A) You and all occupants and guest must exercise due care of your own and other's safety and security, especially in the use of smoke detectors, keyed dead bolts, keyless bolting devices, window latches and other safety or security devices. You agree to make every effort to follow the Security 16.7 hereof.

(B) **Smoke Detectors:** We will furnish smoke detectors as required by statute, and we will test them and provide working batteries when you first take possession. After that, 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. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. *If you damage or disable the smoke detector or remove battery without replacing it with a working battery, you may be liable to us under Section 92.2611 of Property Code for \$100 plus one month's rent, actual damages and attorney's fees. If you disable or damage the smoke detector or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage or fines from fire, smoke or water.*

**16.5 DEFAULT BY OWNER:** (A) We will act customary due diligence to: (1) keep Common Areas reasonably maintained; (2) maintain fixtures, furniture, hot wear, heating and A/C equipment; (3) substantially comply with applicable federal, state and local laws regarding safety, sanitations and fair housing; and (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

(B) If we violate any of the above, you may pursue remedies under Property Code Section 92.056 including the possibility of terminating this Lease Contract, by following this procedure: (1) you must make a written request for repair of remedy of the condition – after which we will have reasonable time for repair or remedy; (2) if we fail to do so, you must make a second written request for the repair or remedy ( to make sure that there have been no miscommunications between us) – after which we will have a reasonable time for the repair or remedy; and (3) if the repair or remedy still has not been accomplished within the reasonable time period, you may ultimately terminate this Lease Contract by giving us a final written notice. You also may exercise other statutory remedies.

(C) **Other Remedies:** If your rent is delinquent and we give you 5 days' prior written notice, we may terminate electricity that we have furnished at your expense, unless governmental regulations on submetering or utility proration provide otherwise. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated paragraph 10, in addition to other sums due. Upon default, we have all other legal remedies, including Lease contract termination and statutory lockout under Section 92.00081 of the Property Code. Unless a party is seeking exemplary, punitive, sentimental, or personal-injury damages, the prevailing party may recover from the non-prevailing party attorney's fees and all late rent (but are not for attorney's fees and litigation cost). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you do not pay all sums by that deadline. We may deactivate or not install keyless bolting devices on your doors if (1) you or an occupant in the dwelling is over 55 or disabled, and (2) the requirements of Section 92.153(e) or (f) of the Property Code are satisfied.

**16.6 SECURITY GUIDELINES:** We would like to give some important safety guidelines. The Texas Police Association and the Sheriff's Association of Texas have approved these suggestions. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, about these guidelines.

**PERSONAL SECURITY – WHILE INSIDE YOUR APARTMENT**

1. Lock your doors and windows – even while you're inside.
2. Engage the keyless deadbolts on all doors while you are inside.

3. When answering door, see who is there by looking through a window or peephole. If you do not know the person, first talk with him or her without opening the door. Do not open the door if you have any doubts.
4. Do not put your name, address or phone number on your key ring.
5. If you are concerned because you have lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a statutory right to have this done, as long as you pay for the rekeying.
6. Dial 911 for emergencies, If the 911 number does not operate in your area, keep phone numbers handy of the police, fire and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, and then call the management.
7. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
8. Check you door locks, window latches and other security devices regularly to be sure they are working properly.
9. If your doors or windows are unsecure due to break in or malfunctioning locks or latches, stay with friends or neighbors until problem is fixed.
10. Immediately report to management – in writing, dated, and signed – any needed repairs of locks, latches, doors, windows, smoke detectors and alarm systems.
11. Immediately report to management – in writing, dated, and signed – any malfunctions of other safety devices outside the apartment, as broken gate locked, burned out Lights in parking lots, block passages, broken railing, etc.
12. Close curtains, blinds and windows at night.
13. Mark or engrave your driver’s license number or other identification on valuable personal property.

### **PERSONAL SECURITY – WHILE OUTSIDE YOUR APARTMENT**

1. Lock your doors while you are gone. Lock any door knob lock, keyed and keyless deadbolt lock that you have.
2. Leave a radio or TV playing softly while you are gone.
3. Close and latch all windows while you are gone, particularly when you are on vacation.
4. Tell your roommate where you are going and when you will be back.
5. Do not walk alone at night.
6. Do not hide key under doormat or nearby flowerpot. These are the first place a burglar will look.
7. Do not give entry keys to anyone.
8. Use lamp timers when you are go out in the evening or go away on vacation. They can be purchased at most hardware stores.
9. Let Agent or friend know if your are going to be gone for an extended time. Ask your neighbors to watch you apartment since the management cannot assume that responsibility.
10. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
11. If you will be going home for the holidays take all electronics, jewelry, and all other valuable belongings with you or place them in a storage facility.
12. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your key at the door.

### **PERSONAL SECURITY – WHILE USING YOUR CAR**

12. Lock your doors while driving. Lock you car doors and roll up the windows when leaving car parked.

13. Do not leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
14. Do not leave key in the car.
15. Carry your key ring in your hand whenever you are walking to and from car.
16. Always park in well lighted areas.
17. Check the backseat before getting into you car.
18. Be careful when stopping at gas stations or automatic teller machines at night – or anytime when you expect danger.

#### PERSONAL SECURITY AWARENESS

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

**17. NO SMOKING: Smoking is strictly prohibited inside the dwelling!** The Landlord does not consider odors from smoking normal wear and tear on the unit. Therefore, the Tenant is responsible for paying for the removal of any odors resulting from violations of this non-smoking prohibition inside the dwelling. **Tenant will be charged for repairs that may include, but are not limited to, repainting walls, upholstery cleaning, shampooing or replacing carpet, ventilation duct cleaning and professional deodorizing.**

**18. PETS: Tenant acknowledges that at NO TIME during the Term of this Lease are pets or live animals of any nature allowed in or about the Premises. An “Event of Default” shall be deemed to have occurred and tenant may be subject to eviction.** The only exception is for a handicap Tenant, consent will only be in the form of an addendum to the Lease signed by Tenant and Landlord or authorized agent with an additional pet deposit. In the event the Tenant violates the pet prohibition, **the Tenant will immediately forfeit their security deposit.** Tenant will be charged for repairs that may include, but are not limited to, upholstery cleaning, shampooing, deodorizing and/or replacement of carpets, repainting and/or repairs to walls, repainting and/or replacement of doors, replacement of furniture, window blinds, plumbing and any other damages caused by pet. If damages exceed security deposit Tenant will be subject to legal remedies for payment of damages.

**19. LEASE GUARANTY:** At the Landlord’s option, this Lease shall be null and void unless signed by the parent(s) or sponsor(s) of the Tenant named therein on the date of the Tenant’s execution of the Lease. Tenant acknowledges that this is a Lease for an essential necessity of Tenant. Tenant agrees to be fully bound by all the terms and conditions hereof irrespective of the age or conditions of the Tenant, and irrespective of the execution of a guaranty. The guaranty shall be an additional assurance to Landlord of the performance of the covenants of this Lease, and not in substitution of Tenant’s responsibilities or obligations hereunder. **THE GUARANTY SHALL BE VALID FOR THE ENTIRE TERM OF THE LEASE, AS WELL AS SUBSEQUENT TERMS OR RENEWALS.**

In witness whereof, Agent and Tenant have entered into this Lease.

Brookside Meadows

Agent: \_\_\_\_\_

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

Tenant (print name): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Tenant signature: \_\_\_\_\_

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

Co-signer (print name): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Co-signer signature: \_\_\_\_\_

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