

WEIMER PROPERTIES LEASE AGREEMENT

1. **Parties:** The parties to this agreement (Lease) are the owner of the Property, [[Rental Owner Full Name]] (Landlord) and [[Lease All Tenants]] (Tenants).

2. **Property:** Landlord leases to Tenant that certain real property known as [[Unit Address Line 1]] (Address) Fort Worth (City) Texas [[Tenant ZIPCode Address]] (Zip code) with all its improvements: range, refrigerator, dishwasher, washer, dryer.

3. **Term:** This Lease commences on [[Lease Start Date]] (Commencement date) & ends on [[Lease End Date]] (Termination date).

4. **Automatic Renewal & Notice of Termination:** This Lease will automatically renew for two calendar months, regardless of the length of the initial term, unless either party provides the other party **written notice of termination at least TWO CALENDAR MONTHS before the Termination Date or the end of any renewal period.** THIS APPLIES TO AUTOMATIC RENEWAL ONLY. VERBAL NOTICE IS NOT SUFFICIENT UNDER ANY CIRCUMSTANCES. If the notice is given on a day other than the first day of the month, the notice will be deemed received the first day of the following month. Time is of the essence for providing notice of termination.

5. Rent:

A. **Monthly Rent:** Tenant will pay monthly rent in the amount of [[Lease Rent]] for each month during this Lease. The first month's rent is due & payable no later than [[Lease Start Date]]. Thereafter, Tenant will pay the monthly rent on or before the first day of each month during this Lease. Weekends & holidays do not delay or excuse Tenant's obligation to timely pay rent.

B. **Place of Payment:** Tenant will pay all rent to [[Rental Owner Full Name]] at **6412 Inca Rd, Fort Worth, TX 76116** or at such other place as Landlord may designate from time to time in writing.

C. **Method of Payment:** Tenant must pay all rent timely & without demand, deduction, or offset, except as permitted by this Lease. Time is of the essence for the payment of rent. Tenant must pay all rent by check, electronic check via tenant portal, money order, or cashier's check.

D. **Rent Increases:** There will be no rent increases through the Termination Date. If this Lease is renewed, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.

6. **Late Charges:** If Tenant fails to pay any month's rent, Tenant will pay Landlord initial late charges of \$25, then \$10 per day until rent is paid in full starting on the 4th day of the month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent (including reporting late payments to consumer reporting agencies).

7. **Returned Checks:** Tenant will pay **\$25.00** for each check Tenant tenders to Landlord, which is returned by the institution on which it is drawn for any reason, plus initial & additional late charges until Landlord has received full payment.

8. **Application of Funds:** Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, fees for unauthorized pets, & periodic utilities, then to rent regardless of any notations on payment.

Initialed for identification by Tenants: _____, _____, _____, _____, _____, & Landlord _____, _____

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9. **Pets:** THERE WILL BE NO PETS, including mammals, reptiles, birds, fish, rodents, or insects on the Property, even temporarily, unless authorized by a separate written pet agreement. If Tenant violates the pet restrictions of this Lease, Tenant will pay Landlord a fee of \$25 per pet per day for each day Tenant violates the pet restrictions as additional rent for any unauthorized pet. Landlord may remove or cause to be removed any unauthorized pet & 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. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized pet. Tenant is responsible & liable for any damage or required cleaning to the Property caused by an unauthorized pet & for all costs Landlord may incur in removing or causing any unauthorized pet to be removed.

10. **Delay of Occupancy:** If Tenant is unable to occupy the Property on the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Landlord will not be liable to Tenant for such delay & this Lease will remain enforceable. Landlord will abate rent on a daily basis during any delay. If Tenant is unable to occupy the Property after the third (3rd) day after the Commencement Date because of construction on the Property or a prior tenant's holding over the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, Landlord will refund to Tenant the security deposit & any rent paid. These conditions do not apply to any delay in occupancy caused by cleaning or repairs.

11. **Security Deposit:**

A. **Security Deposit:** Upon execution of this Lease, Tenant will pay a security deposit to Landlord in the amount of [[Lease Rent]]. "Security deposit" has the meaning assigned to that term in Section 92.102 of the Texas Property Code. No interest will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest bearing account & any interest earned will be paid to Landlord or Landlord's representative. **Notice: Section 92.108 of the Texas Property Code provides that the 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. Bad faith violations of Section 92.108 may subject Tenant to liability up to three times the rent wrongfully withheld & the Landlord's reasonable attorney's fees.**

B. **Refund:** Subchapter C of Chapter 92 of the Texas Property Code governs the obligations of the parties regarding the security deposit. Tenant must give Landlord at least two calendar months written notice of surrender, surrender the Property (vacating & returning all keys & access devices) & provide a written notice of Tenant's forwarding address before Landlord is obligated to refund or account for the security deposit. Landlord has 30 days after Tenant surrenders property to refund security deposit.

C. **Deduction:**

i. Landlord may deduct reasonable charges from the security deposit for:

- (a) Unpaid or accelerated rent;
- (b) Late charges;
- (c) Unpaid utilities;
- (d) Costs of cleaning, deodorizing, & repairing the Property & its contents for which Tenant is responsible;
- (e) Pet violation charges;
- (f) Replacing unreturned keys, garage door openers or other security devices;
- (g) The removal of unauthorized locks or fixtures installed by Tenant;
- (h) Insufficient light bulbs;
- (i) Packing, removing, & storing abandoned property;
- (j) Removing abandoned or illegally parked vehicles;
- (k) Costs of reletting, if Tenant is in default;
- (l) Attorney's fees & costs of court incurred in any proceeding against Tenant;
- (m) An fee due for early removal of an authorized keybox; &
- (n) Other items Tenant is responsible to pay under this Lease.

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ii. If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten (10) days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, & periodic utilities, then to any unpaid rent.

12. **Utilities:** Tenant will pay all connection fees, service fees, usage fees, & all other costs & fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, & cable television). 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; & garbage services. If Tenant fails to do so, Tenant will be in default.

13. **Use & Occupancy:**

A. **Occupant:** Tenant may use the Property as a private dwelling only. If Tenant fails to occupy & take possession of the Property within five (5) days of the Commencement Date, Tenant will be in default. The only persons Tenant may permit to reside in the Property during the term of this Lease will be tenants as listed except minors listed below. Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home or work) no later than five (5) days after any change.

B. **Prohibitions:** Tenant may not permit any part of the Property to be used for:

- i. Any activity which is a nuisance, offensive, noisy, or dangerous;
- ii. The repair of any vehicle;
- iii. Any business of any type, including child care;
- iv. Any illegal or unlawful activity; or
- v. Other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Property.

C. **Guests:** Tenant may not permit any guest to stay on or in the Property longer than five (5) days without Landlord's written permission.

14. **Vehicles:** Tenant may not permit more than [[Unit Address Line 2]] (including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, & boats) on the Property unless authorized by Landlord in writing. Tenant may not park any vehicles in the yard. Tenant may not store any vehicles on or adjacent to the Property or on the street in front of the Property. Landlord may tow, at Tenant's expense, any improperly parked or inoperative vehicle on or adjacent to the Property in accordance with applicable state & local laws.

15. **Access by Landlord:** 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. If Tenant fails to permit reasonable access under this paragraph, Tenant will be in default. Landlord or anyone authorized by Landlord may enter the Property by reasonable means at reasonable times without notice to:

- A. Inspect the Property for condition;
- B. Make repairs;
- C. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- D. Exercise a contractual or statutory lien;
- E. Leave written notices; or
- F. Seize non-exempt property after default.

16. **Move-in Condition:** Landlord will perform necessary maintenance prior to Tenant move-in, including cleaning Property, painting as determined by Landlord, and ensuring that all mechanicals are in working order. Tenant has inspected & accepts the Property AS IS except for conditions materially affecting the safety or health of ordinary persons or unless expressly noted above. Landlord has made no express or implied warranties as to the condition of the Property & no agreements have been made regarding future repairs unless specified in this Lease.

Initialed for identification by Tenants: _____, _____, _____, _____, _____, & Landlord _____, _____

17. Move-out Condition & Forfeiture of Tenant's Personal Property: Tenant will surrender the Property in the same condition as when received, normal wear & tear excepted. "Normal wear & tear" means deterioration that occurs without negligence, carelessness, accident, or abuse. Tenant will leave the Property in a clean condition free of all trash, debris, & any personal property or belongings. If Tenant leaves any personal property or belongings in the Property after Tenant surrenders possession of the Property, all such personal property or belongings will be forfeited & become the property of Landlord. "Surrender" means vacating the Property & returning all keys & access devices to Landlord.

18. Property Maintenance:

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

- i. Keep the Property clean & sanitary;
- ii. Promptly dispose of all garbage in appropriate receptacles;
- iii. Supply & replace light bulbs & smoke detector batteries;
- iv. Promptly eliminate any dangerous condition on the Property caused by Tenant or Tenant's guests;
- v. Take precautions to prevent broken water pipes due to freezing;
- vi. Replace any lost or misplaced keys;
- vii. Pay any periodic, preventive, or additional extermination costs desired by Tenant; &
- viii. Promptly notify Landlord of all needed repairs.

B. Yard Maintenance: Landlord is responsible for all yard maintenance & will use reasonable diligence in maintaining the yard. "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, & other foliage on or encroaching on the Property or on any easement to the Property. "Yard maintenance" means such things as, but is not limited to, mowing, fertilizing, and trimming. Landlord, at Landlord's discretion, will be responsible for treatment for wood-destroying insects, if any. If Landlord maintains the yard, Tenant will permit Landlord & Landlord's contractor reasonable access to all parts of the yard & will remove any pet from the yard at appropriate times.

C. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke detectors, locks, alarm systems, cables, 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:

- i. Remove any part of the Property or any of Landlord's personal property from the Property;
- ii. Remove, change, or rekey any lock;
- iii. Smoke in the Property;
- iv. Make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock & grooves in paneling;
- v. Permit any water furniture on the Property;
- vi. Install new or additional telephone or television cables, outlets, antennas, satellite receivers, or alarm systems;
- vii. Replace or remove carpet, paint, or wallpaper;
- viii. Install or change any fixture;
- ix. Keep or permit any hazardous material on the Property such as flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased;
- x. Dispose of any environmentally detrimental substance (e.g., motor oil or radiator fluid) on the Property;
- xi. Cause or allow any mechanic's or materialman's lien to be filed against any portion of the Property or Tenant's interest in this Lease.

19. Repairs:

A. Repairs to be paid by Tenant: Tenant will pay Landlord or any repairman Landlord directs Tenant to pay the cost to repair:

- i. A condition caused by Tenant, an occupant, a member of Tenant's family, or a guest or invitee of Tenant;
- ii. Damage from wastewater stoppages caused by feminine products or improper objects in lines that service the property;

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- iii. Damage to doors, windows, or screens;
- iv. Damage from windows or doors left open;
- v. Repairs to disposals and drain lines caused by excessive food or inappropriate items deposited in garbage disposal; and
- vi. Repairs to clogged toilets.

B. Repairs to be paid by Landlord: Landlord will pay the cost to repair:

- i. a condition caused by the Landlord or the negligence of the Landlord;
- ii. wastewater stoppages or backups caused by deterioration, breakage, roots, ground condition, faulty construction, or malfunctioning equipment; &
- iii. a condition that is not Tenant's obligation to pay under paragraph 19A & that adversely affects the health or safety of an ordinary tenant.

C. Items not to be repaired: Landlord does not warrant & will not repair or replace: _____.

D. All other repairs: Except for repairs under paragraphs 19A, 19B, & 19C, Tenant will pay Landlord or any repairman Landlord directs Tenant to pay, the first \$10.00 of the cost to repair any condition in need of repair, & Landlord will pay the remainder.

E. Repair Requests & Completion of Repairs: Subchapter B of Chapter 92 of the Texas Property Code governs the rights & obligations of the parties regarding repairs. All requests for repairs must be in writing & delivered to Landlord. 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, & the selection of repairmen, will be at Landlord's sole discretion. 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. Landlord may require advance payment of repairs for which Tenant is liable. If Tenant fails to promptly reimburse Landlord any repair costs that Tenant is obligated to pay, Tenant will be in default. If Tenant is delinquent in rent at the time the repair notices are given, Landlord is not obligated to make the repairs.

F. If Landlord or a repairperson is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant shall pay any trip charges incurred.

20. Security Devices & Exterior Door Locks:

A. Subchapter D of Chapter 92 of the Texas Property Code requires the Property to be equipped with certain types of locks & security devices & will govern the rights & obligations of the parties regarding security devices. "Security device" has the meaning assigned to that term in §92.151 of the Texas Property Code. 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 will be paid by Tenant in advance & may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.

B. If required by Subchapter D of Chapter 92 of the Texas Property Code, Landlord has rekeyed the security devices on the Property since the date the last tenant vacated the Property.

21. Smoke Detectors: Subchapter F of Chapter 92 of the Texas Property Code requires the Property to be equipped with smoke detectors in certain locations & will govern the rights & obligations of the parties regarding smoke detectors. Requests for additional installation, inspection, or repair of smoke detectors must be in writing. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties & liability for damages & attorney fees under §92.2611 of the Texas Property Code.

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22. **Liability:** Unless caused by Landlord's negligence, 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 (e.g., carbon monoxide, asbestos, radon, lead-based paint, 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 the negligence or by the improper use by Tenant, Tenant's guests, family, or occupants. **NOTICE: Tenant should secure Tenant's own insurance coverage for protection against such liabilities & losses.**

23. **Default & Acceleration of Rents:** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to timely pay all rents due under this Lease or otherwise fails to comply with this Lease, for any reason, Tenant will be in default & Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least three (3) days written notice. Notice may be by any means permitted by §24.005 of the Texas Property Code (such as mail, personal delivery, affixing notice to inside of main door). If Tenant breaches this Lease, all rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants & reducing Tenant's liability accordingly. Unpaid rent & unpaid damages are reportable to credit reporting agencies. If Tenant breaches this Lease, Tenant will be liable for:

A. Any lost rent;

B. Landlord's cost of reletting the Property including brokerage fees, advertising fees, & other fees necessary to relet the Property;

C. Repairs to the Property for use beyond normal wear & tear;

D. All Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, & prejudgment interest;

E. All Landlord's costs associated with collection of rent such as collection fees, late charges, returned check charges; and

F. Any other recovery to which Landlord may be entitled by law.

24. **Abandonment:** If Tenant abandons the Property, Tenant will be in default. "Abandon" means Tenant fails to comply with any provision of this Lease & is absent from the Property for five (5) consecutive days.

25. **Holdover:** If Tenant fails to vacate the Property on or before the Termination Date of this Lease or at the end of any renewal period, Tenant will pay rent for the holdover period & indemnify Landlord &/or prospective tenants for damages, including lost rent, lodging expenses, & attorneys' fees. In the event of holdover, Landlord at Landlord's option may extend this Lease up to one month by notifying Tenant, in writing. Rent for any holdover period will be two (2) times the monthly rent calculated on a daily basis & will be immediately due & payable daily without notice or demand.

26. **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 & may seize such nonexempt property if Tenant fails to pay rent. Subchapter C of Chapter 54 of the Property Code governs the rights & 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 of the Texas Property Code.

Initialed for identification by Tenants: _____, _____, _____, _____, _____, & Landlord _____, _____

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27. **Assignment & Subletting:** Tenant may not assign or sublet the Property without Landlord's written consent. An assignment or subletting of the Property without Landlord's written consent is voidable by Landlord. Under no circumstances will Tenant be released from Tenant's obligations in this Lease by virtue of an assignment or sublease.

28. **Subordination:** This Lease & Tenant's leasehold interest are & will be subject, subordinate, & inferior to:

A. Any lien or encumbrance now or hereafter placed on the Property by Landlord;

B. All advances made under any such lien or encumbrance;

C. The interest payable on any such lien or encumbrance;

D. Any & all renewals & extensions of any such lien or encumbrance;

E. Any restrictive covenant; and

F. The rights of any owners' association affecting the Property.

29. **Casualty Loss or Condemnation:** Section 92.054 of the Texas Property Code governs the rights & obligations of the parties regarding any 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 the sole property of Landlord. For the purpose of this Lease, any condemnation of all or a part of the Property is a casualty loss.

30. **Military:** If Tenant is or becomes a member of the Armed Forces on active duty & receives change of station orders to leave the county in which the Property is located & Tenant is not in default of this Lease, Tenant may terminate this Lease by giving Landlord sixty (60) days written notice & a certified copy of the military orders. Military orders authorizing base housing do not constitute grounds for termination unless specifically waived.

31. **Special Provisions:**

32. **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, & an other costs of litigation from the nonprevailing party.

33. **Representations:** Tenant's statements in this Lease & any Application for Rental are material representations relied upon by Landlord. Each party signing this Lease states that he or she is of legal age to enter into a binding contract. If Tenant makes any misrepresentation in this Lease or in any Application for Rental, Tenant is in default.

34. **Addenda:** Incorporated into this Lease are the Application for Rental, Tenant Move-in Worksheet, & ___ Pet Agreement ___ Lease Guaranty.

35. **Agreement of Parties:**

A. Entire Agreement: This Lease contains the entire agreement between Landlord & Tenant and may not be changed except by written agreement.

B. Binding Effect: This Lease is binding upon & inures to the benefit of the parties to this Lease & their respective heirs, executors, administrators, successors, & permitted assigns.

C. Joint & Several: All Tenants are jointly & severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, anyone or more of the Tenants regarding any term of this Lease, its renewal, or its termination is binding on all Tenants executing this Lease.

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D. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, & enforcement of this Lease.

E. Severable Clauses: Should any clause in this Lease be found invalid or unenforceable by a court of law, the remainder of this Lease will not be affected & all other provisions of this Lease will remain valid & enforceable.

F. Waiver: Landlord's past delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed to be a waiver of any other breach by Tenant or any other term, condition, or covenant in this Lease.

36. **Notices**: All notices under this Lease must be delivered to Tenant at the Property address & to Landlord or Landlord's representative at the address specified in paragraph 5(c).

Landlord Date Tenant Date

Landlord Date Tenant Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date