

## SCHEDULE I - TEXAS

1. This Lease is governed by Chapters 91 and 92 of the Texas Property Code (“Code”) and any other applicable federal, state or local laws. You are advised to read the Code before signing this Lease. In the case of any conflict between the terms of this Lease and the Code, the terms of the Code will control.

3. Section 9 of the Lease is hereby amended to add the following as subsection (a):

(a) A “security deposit” is defined under Texas law as any advance on money, other than a rental application deposit or an advance payment of rent, that is intended primarily to secure performance under a lease of a dwelling that has been entered into by a landlord and a tenant. 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. Tenant must give Landlord at least thirty (30) days written notice of surrender and a written statement of Tenant’s forwarding address for purposes of refunding the security deposit before Landlord is obligated to refund or account for the security deposit.

### Notices about Security Deposits:

(1) §92.108, Texas 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 three (3) times the rent wrongfully withheld and the landlord’s reasonable attorney’s fees.

(3) The Texas Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Premises and gives the landlord a written statement of the tenant’s forwarding address, after which the landlord has thirty (30) days in which to account.

(4) “Surrender” is defined as upon the occurrence when Tenant has vacated the Premises, 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.”

(5) A copy of the Texas Property Code can be viewed at <http://www.statutes.legis.state.tx.us/>.

4. Section 9 of the Lease is hereby amended to add the following as subsection (b):

(Notice: Notwithstanding the foregoing or anything else to the contrary, Subchapter B, Chapter 92, Texas Property Code governs repair obligations).

(i) **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 Premises that materially affects the physical health or safety of an ordinary tenant, call: Ordinarily, a repair to the heating and air conditioning system is not an emergency.**

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(ii) **Completion of Repairs:**

(A) 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.

(B) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Texas Property Code.

**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 Texas Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Texas 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 Texas Property Code presumes that 7 days is a reasonable period of time for the Landlord 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.

5. Section 23 of the Lease is hereby amended to add the following as subsection (a):

(a). Upon the occurrence of an 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 Lease Term, which accelerated Rent shall be immediately due and payable by Tenant on Landlord's demand, and/or, at 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 attorneys' fees 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 option, and (iv) to apply Rent payments to damages, losses, costs and expenses incurred by Landlord. Upon Tenant's default, Landlord also may exercise a statutory lockout under Section 92.0081 of the Texas Property Code. 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.

6. SECURITY DEVICES AND EXTERIOR DOOR LOCKS.

(a) Subchapter D, Chapter 92, Texas Property Code requires the Premises to be equipped with certain types of locks and security devices. We have rekeyed the security devices since the last occupant vacated the Premises or will rekey the security devices within 7 days after you move in. "Security device" has the meaning assigned to that term in §92.151, Texas Property Code.

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(b) **All notices or requests by you 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 you will be paid by you in advance and may be installed only by contractors authorized by us.**

7. SMOKE DETECTORS. Subchapter F, Chapter 92, Texas Property Code requires the Premises to be equipped with smoke detectors in certain locations. 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 and liability for damages and attorney fees under §92.2611, Texas Property Code.

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

9. SUBORDINATION. This lease and your leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Premises by us; (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 Premises."

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

11. NOTICE TO VACATE. Notice to vacate under Section 23 may be by any means permitted by §24.005, Texas Property Code.

12. EARLY TERMINATION. This lease begins on the Starting Date and ends on the Expiration Date unless: (i) extended by written agreement of the parties; or (ii) terminated earlier under Section 23 of the Lease, by agreement of the parties, by applicable law, or by this paragraph.

13. 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. **Notwithstanding the foregoing, Tenant shall continue to be liable for any unpaid, past due rent and rent due until the tenant's termination becomes effective.**

(a) Military: If Tenant is or becomes a service member or a dependent of a service member, 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. Section 92.017, Texas Property Code governs the rights and obligations of the parties under this paragraph.

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(b) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under §92.016, Texas Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Premises. Section 92.016, Texas 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 Premises, Tenant must give written notice of termination 30 days prior to the effective date of the notice.

(c) Sex Offenses: Tenant may have special statutory rights to terminate this lease in certain situation involving sexual assault of sexual abuse. For more information about the types of abuse and assault covered by this provision, Tenant is advised to review §92.0161, Texas Property Code.”

14. LANDLORD’S CONTRACTUAL LIEN/TENANT’S PROPERTY LEFT ON THE PREMISES. All Tenant’s property in the Premises is (unless exempt under Section 54.204 of the Texas Property Code) subject to a contractual lien that hereby is granted by you, as “debtor” to us, as “creditor” to secure payment of delinquent rent. For this purpose, the “Premises” includes interior living areas and exterior patios, balconies, attached garages storage rooms for your exclusive use. If your rent is delinquent, we may peacefully enter the Premises and remove and/or store all property subject to Landlord’s contractual lien granted by this paragraph. Written notice of entry must be left afterwards in the Premises in a conspicuous place, including a list of items so removed. The notice must state the amount of delinquent rent and the name, address and phone number of the person or contact about the amount owed. The notice must also state that the property promptly will be returned when delinquent rent is paid in full. All property in the Premises is presumed to be your property unless proven otherwise by you or the owner of such property.”

15. **Personal Premises Left After Move-Out:**

(a) **If you leave any personal property in the Premises after surrendering or abandoning the Premises we may:**

(i) **dispose of such personal property in the trash or a landfill;**

(ii) **give such personal property to a charitable organization; or**

(iii) **store and sell such personal property by following procedures in §54.045(b)-(e), Texas Property Code.**

(b) **You must reimburse us reasonable costs under Paragraph 13D(1) for packing, removing, storing, and selling the personal property left in the Premises after surrender or abandonment.**

16. You hereby waive, to the extent permissible by applicable law: (i) any right and privilege which you have under any present or future constitution, statute, or rule of law to redeem the Premises or to have a continuance of this Lease for the Lease Term after termination of your right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease; (ii) the benefits of any present or future constitution, statute or rule of law that exempts property from liability for debt or for distress for rent; (iii) any provision of law relating to notice or delay in levy of execution in case of eviction of you for nonpayment of Rent; and (iv) any benefits and lien rights which may arise pursuant to Section 91.004 of the Texas Property Code or any other applicable regulations against Rent, other sums due under this Lease, or the Premises. In any event, you acknowledge and agree that you do not and will not have any lien or set-off rights shall under any circumstances until you have obtained a final, binding and non-appealable judgment in its favor from a court of competent jurisdiction.

FURTHER, THIS LEASE AND ALL THE OTHER DOCUMENTS EXECUTED IN CONNECTION HERewith EMBODY THE FINAL, ENTIRE AGREEMENT. THERE ARE NO ORAL AGREEMENTS BETWEEN US.



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All indemnification provisions of this Lease shall be modified to include **ALL LOSSES, COSTS, CLAIMS, LIABILITIES, DAMAGES AND EXPENSES ARISING OUT OF AN INDEMNIFIED PARTY'S NEGLIGENCE.**

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Date



**SAMPLE DOCUMENT ONLY**