

## RENTAL AGREEMENT

1. This rental agreement between the owner, Sharon Lewis, and tenants \_\_\_\_\_ for rental of the residence at 1104 Windmill Drive, Dripping Springs, TX
2. Occupancy, and rent obligation, to begin on \_\_\_\_\_. Occupancy to be on the following basis:
  - Fixed term of \_\_\_\_ 12 \_\_\_\_ months, ending on \_\_\_\_\_. Automatically continuing after lease end on a month-to-month basis, at which time **45 days notice in writing** is required of each party to terminate month-to-month agreement.
  - Month-to-month Rental. Tenant must give written notice at least 45 days in advance to terminate, and must pay rent for the 45 days upon giving notice. Owner must give at least 45 days notice to terminate.
3. **ALL TENANTS RESPONSIBLE.** If more than one tenant signs this agreement, each is fully liable for the full monthly rent, any damages, for obeying all other provisions of this agreement.
4. **RENT.** The monthly rent amount is \$\_\_\_\_\_, PAYABLE IN ADVANCE, without notice, demand, or deposit. Payment is due to arrive at the owner's address: 700 Pine Trail, Mertzton, TX 76941 on the \_\_\_ day of each month, without regard to weekends or holidays.
5. **LATE FEE.** You will be charged a LATE FEE of 5% of the rent, **for payments received later than midnight on the 2<sup>nd</sup> day following the due date.** An additional daily fee of \$20.00 will be assessed until the rent is paid. Rent received later than 10 days after the due date will be considered a breach of this agreement, and subject to termination of this agreement.
- 5a. **RETURNED CHECKS.** Tenant will pay \$50 for each check tendered which is returned unpaid for any reason plus any late charges until payment is received.
6. **SECURITY DEPOSIT.** You must pay \$\_\_\_\_\_(one month's rent) in advance as a security and damage deposit,. In accordance with Texas property code 92.108, **YOU MAY NOT USE THIS DEPOSIT AS YOUR LAST MONTH'S RENT.** Violation of this law will subject the tenant to 3 TIMES THE AMOUNT OF THE RENT WITHHELD. The deposit will be returned within 30 days of property surrender. Failure to return the residence in the same cleanliness standard and condition as accepted or without all inventory items accounted for, will result in a deduction from the security deposit for any expenses related to correcting the deficiencies. No interest or income will be paid on the security deposit. **The security deposit will be forfeited if the tenant does not give the required advance notice to vacate.**
7. **UTILITIES AND SERVICES.** You must arrange for, and pay for the following services:  
ELECTRICITY/WATER/TRASH/SEWER TELEPHONE, GAS, CABLE
8. **KEYS, GARAGE DOOR REMOTE, SECURITY SYSTEM.** You have received the following items, which must be returned at the termination of tenancy or be subject to the charges shown:

Door Key _____	\$25 Lost Fee (each)
Garage Door Opener _____	\$50 Lost Fee (each)
Gate remote if supplied _____	\$50 Lost Fee (each)

The security alarm system installed in the house, if any, is the property of the security service company. It will be the tenant's responsibility to arrange for, and pay for use of such system if desired.
9. **INVENTORY.** An inventory sheet will be completed and signed. At termination of rental period, all items on the inventory sheet must be completed in similar condition as when accepted, otherwise you will be liable for damages or replacement costs.
10. **PETS.** Unless both parties agree otherwise in writing, Tenant may not permit, even temporarily, any pet on the property (mammal, reptile, bird, or rodent). If such condition is violated, the lease will be considered broken, and the tenant can be subject to eviction. Additionally a\$400 initial fee will be assessed, and \$10/day per pet for continued violations. In addition, Tenant must pay cost to remove such pet, exterminate the property, clean and deodorize carpets and drapes, and repair any other damage caused.
11. **PARKING:** Vehicles may not be parked on the lawn or in front of the property (in accordance with association rules). Inoperative vehicles must be removed within 7 days, or landlord may have them towed at Tenant's expense. No boats, trailers, trucks (larger than standard pickup), RVs, campers, may be parked outside the garage. Please keep the driveway access to the free-standing garage CLEAR AT ALL TIMES. For outdoor vehicle parking, the grass strip adjacent to the separate garage can be used.
12. **OCCUPANCY:** Only those persons specifically named on the application may occupy this property for any period exceeding two weeks. If a change of occupancy is desired, written permission must be obtained from the owners.
13. **PERIODIC INSPECTION:** The owners reserve the right to make periodic inspections of the property to insure that proper care is being taken. Whenever possible, at least 24 hours notice will be given prior to the inspection. The occupant(s) will be notified of any significant discrepancies noted, and given 14 days to correct, otherwise occupants agree to reimburse owner for any expenses necessary to correct the deficiencies.
14. **RE-KEYING:** The owner must be notified If occupants desire to change keys for any locks, at which time the owner will promptly arrange for that service at occupants expense.

15. **OCCUPANT EARLY TERMINATION OF LEASE:** Unless agreed otherwise in writing, in case of early termination initiated by the occupant(s), the monthly rent amount for the remaining term of the lease will be due and payable prior to vacating the property.

16. **SUBLET:** Under no circumstances may this property be sublet to any other party. Any new occupant must follow the proper application and approval process, and will be subject to current rental rates.

#### **STANDARD TERMS:**

A. **RENT INCREASE.** If you are on a Fixed Rental Agreement, we may not increase the rent prior to the ending date. If on a Month-to-Month, we must give written notice 30 days prior to any rent increase. If occupancy continues beyond 12 months, the monthly rent amount will increase automatically by 7% for the second 12 month period and then by 5% annually for any 3rd and subsequent 12 month periods.

B. **DAILY RATE:** The daily rate will be calculated as 1/365th of the annual rent (12 times monthly rent)

C. **RIGHT TO ENTER.** The owner or agents may enter the unit to inspect, make needed repairs, change or improve the unit, or show it to anyone who may want to buy or rent, including posting of For Sale or For Rent signs in the front yard. We will not abuse this right. We will attempt to give a minimum of one hour notification except in the case of emergencies.

D. **INVENTORY & CONDITION.** When you move out, you must take all personal belongings with you. If you leave any behind, you must pay for any storage or removal costs.

E. **LANDLORD RESPONSIBILITIES.** We will provide and maintain the services, electrical, plumbing, supplied by us. (Except washer, dryer and refrigerator if provided, offered on a no-repair basis).

#### **F. TENANT RESPONSIBILITIES.**

**Maintenance.** You agree to maintain and properly use and operate all electrical, plumbing and other fixtures and appliances supplied. You are responsible for ordinary maintenance, including replacing light bulbs, changing HVAC filters monthly, and the repair of any stoppage in plumbing fixtures, garbage disposal or lines, and any damage caused by you, family members, guests, or others. This includes repair or replacement of broken irrigation sprinkler heads.

**Yard Care.** You agree to maintain the yard, including watering and regular mowing weeding, and trimming, to maintain the landscape in condition as received. Failure to do so, may, upon notification, result in assigning a commercial yard service, payable by the occupants.

**Notice of Defects.** If you notice any defects in the unit which are not your duty to correct, you must tell us promptly. Any damage caused by your failure to report any defect is your responsibility.

**Residential Use Only.** You may use the unit only as a place to live and not for any unlawful, improper, or offensive purpose, business, commercial, or illegal activity. This residence is part of a Village Association, with restrictive covenants, a copy of which you have received. You must obey all items in the covenants of the Homeowners association. You may not assign or sublet this property to another party.

**Alterations.** Any changes, additions, painting (color or texture changes), boring or making holes other than for normal pictures and wall hangings, or landscaping alterations **MUST BE APPROVED IN WRITING BY THE OWNER.** PLEASE do not use plastic moly's for hanging pictures on the walls.. these leave huge holes, when a simple hook holder with small nail will usually suffice. Likewise, please don't use glue-on hangers.

**Insurance.** You understand that owner's insurance does NOT cover your belongings or damage that you cause. You agree that we are not responsible for any loss or damage to personally owned items during the course of the tenancy.

**Infractions of Rules/Codes/Law:** The tenant(s) will be responsible for obeying all Homeowner Association and City codes, and for paying any fines, fees, or penalties relating to failure to follow those codes.

G. **TERMINATION.** If you do not pay the rent by the due date, we can give you written notice demanding payment. If the rent is not paid within the time specified, we may terminate your Rental Agreement. If you cause damage to the unit, or fail to obey the rules and/or association covenants, we will give you written notice of the violation. If the damage is not repaired or the violation corrected within 10 days, we may correct and charge the cost as additional rent AND we may terminate the rental agreement, however, such termination does NOT relieve the tenant of responsibility to pay any remaining rent throughout the ending term of this agreement.

H. **HOLDOVER TENANCY.** If you stay in the unit after your Rental Agreement is ended, you will be a HOLDOVER TENANT, and may be liable, according to Texas law, for twice the monthly rent under the Rental Agreement, unless a written extension is agreed upon by landlord.

I. **VACATING PREMISES.** Upon completion of the lease/rental term, the TENANT will complete all items on the MOVE-OUT checklist, including, but not limited to:

- a. All trash, personal belongings, etc. removed from premises
- b. Home cleaned to move-in condition for the next tenant, per the move-out checklist to be provided upon notice of moving
- c. Carpet cleaned professionally (and provide a copy of the cleaning invoice to LANDLORD)
- d. All light bulbs in working order
- e. Landscaping; shrubs, plants, lawn, weeded flower beds in condition as received at move-in

Upon successful completion of the above items, the full Security Deposit will be returned, less any repair expense for damages, if any. If any items are not satisfactorily completed, LANDLORD will give a written notice of discrepancies and give TENANT a 5-day opportunity to correct, otherwise, the cost of resolving the discrepancies will be deducted from the Security Deposit. If expenses to correct damages exceed the deposit amount, then TENANT will be liable to pay for any additional damages. Note that if correction

of discrepancies extends beyond the final paid occupancy date, the TENANT will be liable for additional days rent while discrepancies are resolved.

**L. ABANDONMENT/ABANDONED POSSESSIONS.** If you are absent from the unit for 20 continuous days or more, without written notice, and have not paid the rent, we shall consider the unit abandoned. If you leave any personal property, we may store, sell, or donate the items, but we must first contact you by mailing you a notice. Any proceeds for such sale, after expenses, will be held for 30 days, and afterward will be forfeited.

**M. SERVICE OF NOTICES.** If we have to give any notice to you, we can serve it to any occupant. By serving one of you, we have given notice to all of you. If we cannot deliver a notice to you, we may post the notice in a conspicuous place on the unit.

**N. ARBITRATION.** In case of any dispute regarding the lease of this property, with the exception of unpaid rent or tenant-caused damages, both parties, Landlord and Tenant, agree to submit the dispute to an independent arbitrator, with expenses of such to be shared by both.

**O. POOL MAINTENANCE.** One special benefit of this property is the fenced swimming pool. The owner seeks occupants who will use and appreciate this pool. Accordingly, a \$150 per month pool maintenance fee will be payable by the tenant along with the monthly rent. This fee will help defray the cost of regularly scheduled commercial pool maintenance.

**TENANT SIGNATURES**

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_

Name (print) \_\_\_\_\_ Signature \_\_\_\_\_

**OWNER INFORMATION**

Name (print) Sharon Lewis \_\_\_\_\_ Signature \_\_\_\_\_

Phone 512 644-0907

LOCAL AGENT: Phil Auldridge

Phone 512 517-0055

**NOTE:**

All signers above accept that this agreement SUPERCEDES any previously executed lease agreement for this property.

**ADDENDA:**

Pet Agreement (if applicable)