



RESIDENTIAL LEASE

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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,: _____; and

Tenant(s): _____.

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

Address: _____
legally described as: _____

in _____ County, Texas, together with the following non-real-property items: _____.

The real property and the non-real-property are collectively called the "Property".

3. TERM:

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

Commencement Date: _____ Expiration Date: _____.

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

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

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

☐ (1) 30 days before the Expiration Date.

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- ☒ (2) 60 days before the Expiration Date. If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.
- B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*
- ☒ (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- ☐ (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

5. RENT:

- A. Monthly Rent: The monthly rent is \$ _____ Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

- ☒ (1) the first day of each month during this lease.
- ☐ (2) _____ .
- Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.
- Tenant will pay first month's rent made payable to ☐ Landlord or ☐ Listing Broker or ☒ Property Manager.
- The first full month's rent is due and payable not later than _____ by *(select one or more)*: ☐ cashier's check ☒ electronic payment ☐ money order ☐ personal check or ☒ other means acceptable to Landlord.

- B. Prorated Rent: The prorated rent of \$ _____ is due on or before _____ by *(select one or more)*: ☐ cashier's check ☒ electronic payment ☐ money order ☐ personal check or ☒ other means acceptable to Landlord.

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

Name: T2M Real Estate

Address: 11844 Bandera Rd #132

Helotes, TX 78023

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

- D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: ☐ cashier's check ☒ electronic payment ☐ money order ☐ personal check or ☒ other means acceptable to Landlord. Landlord ☒ may or ☐ may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: ☒ cashier's check ☐ electronic payment ☒ money order ☒ personal check or ☒ other means acceptable to Landlord.
- (4) Landlord ☒ requires ☐ does not require Tenant(s) to pay monthly rents by one payment.

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(5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

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

6. LATE CHARGES:

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

(1) an initial late charge equal to (*check one box only*): ☒ (a) \$ 100.00 ; or ☐ (b) _____ % of one month's rent; **and**

(2) additional late charges of \$ 10.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

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

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ \$50.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

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

9. ANIMALS:

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.

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

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

(2) charge Tenant, as additional rent, an initial amount of \$ 450.00 and \$ 25.00 per day thereafter per animal for each day Tenant violates the animal restrictions;

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- (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized animal;
 - (b) exterminate the Property for fleas and other insects;
 - (c) clean and deodorize the Property's carpets and drapes; and
 - (d) repair any damage to the Property caused by the unauthorized animal.

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

10. SECURITY DEPOSIT:

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

Notices about Security Deposits:

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

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;

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- (f) unpaid pet charges;
- (g) replacing unreturned keys, garage door openers, security devices, or other components;
- (h) the removal of unauthorized locks or fixtures installed by Tenant;
- (i) Landlord's cost to access the Property if made inaccessible by Tenant;
- (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
- (k) packing, removing, and storing abandoned property;
- (l) removing abandoned or illegally parked vehicles;
- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

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

11. UTILITIES:

- A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: None

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

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

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

12. USE AND OCCUPANCY:

- A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are *(include names and ages of all occupants)*: _____

****No Additional Occupants Without Prior Written Approval by Landlord.****

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

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- C. HOA Rules: This Property ☒ is or ☐ is not a part of an HOA. See Delegation of Enjoyment Form to be completed/signed after lease signing, if applicable. Prop. Mgr. to advise if property not in HOA.
(Include the name of the HOA if there is one). Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.
- D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.
- E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 10 consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.
- F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. PARKING RULES: Tenant may not permit more than 3 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

- A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.
- B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to

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prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

- C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ 125.00 .
- D. **Keybox:** A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

- (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
 - (a) during the last 30 days of this lease or any renewal or extension; and
 - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.
- (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ = One Month's Rent as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.
- (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
- (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

- A. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.
- B. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: None - Inventory and Condition Form must be returned to property manager within 2 days of move-in, or tenant understands property will be considered to have been in perfect condition.

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- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 2 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions:

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

C. Personal Property Left After Move-Out:

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

17. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
- (1) keep the Property clean and sanitary;
 - (2) promptly dispose of all garbage in appropriate receptacles;

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- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: **As needed to maintain a healthy yard. Tenant is to water "evenly" around the whole house, and water foundation, minimum 2 to 3 times per week/15-18 mins. Soil should not pull away from home.** . Other than watering, the yard will be maintained as follows:

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

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

- D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:
- (1) remove any part of the Property or any of Landlord's personal property from the Property;
 - (2) remove, change, add, or rekey any lock;
 - (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;

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- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

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

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

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

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

A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at **(210)401-4823** . Ordinarily, a repair to the heating and air conditioning system is not an emergency.

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

C. Completion of Repairs:

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

D. Payment of Repair Costs:

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

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

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

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

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

Residential Lease concerning: _____

- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

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

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

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

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

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

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

Residential Lease concerning: _____

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

- 1) The monthly rent due in Para. 5, along with Resident Benefit Package Fee of \$55.95, for a total amount due prior to the 1st day of each month without demand to T2M Real Estate.**
 - 2) There is a \$25 processing fee for any rent payment that is not paid through T2M Real Estate's free e-check online payment system.**
 - 3) Any additional services (pest control, alarm monitoring, etc..) are at tenant's expense, if desired**
- Continued... See Addendum Special Provisions 1**

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code;
 - (4) all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
 - (5) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

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

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

Residential Lease concerning: _____

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

B. Assignment, Subletting and Replacement Tenants:

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

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

Residential Lease concerning: _____

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

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

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Addendum Regarding Rental Flood Disclosure |
| <input type="checkbox"/> | Addendum Regarding Lead-Based Paint |
| <input checked="" type="checkbox"/> | Inventory & Condition Form |
| <input type="checkbox"/> | Landlord's Additional Parking Rules |
| <input type="checkbox"/> | Animal Agreement |
| <input checked="" type="checkbox"/> | Mold Remediation Consumer Protection |
| <input type="checkbox"/> | Residential Lease Guaranty |
| <input checked="" type="checkbox"/> | <u>Move-out Standards and Guidelines</u> |

- | | |
|-------------------------------------|---|
| <input type="checkbox"/> | Agreement Between Brokers |
| <input checked="" type="checkbox"/> | Landlord's Rules & Regulations |
| <input type="checkbox"/> | Owners' Association Rules |
| <input type="checkbox"/> | Pool/Spa Maintenance Addendum |
| <input checked="" type="checkbox"/> | Residential Lease Application |
| <input type="checkbox"/> | Bed Bug Addendum |
| <input checked="" type="checkbox"/> | <u>https://www.t2mre.com/renter-resources/</u> |
| <input checked="" type="checkbox"/> | <u>Residents Benefits Package Lease Addendum</u> |

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

Tenant at the Property and a copy to:

E-mail/Fax: _____

E-mail/Fax: _____

Landlord c/o:

T2M Real Estate

11844 Bandera Rd #132

Helotes, TX 78023

E-mail/Fax: **randy@t2mre.com**

E-mail/Fax: **support@t2mre.com**

33. AGREEMENT OF PARTIES:

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

Residential Lease concerning: _____

- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. (*Do not insert Tenant or Occupant names below.*)
Name: _____ Phone: _____
Address: _____
E-mail: _____
- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
(1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
(2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.
- H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

- I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- J. Landlord's broker, **T2M Real Estate**,
☒ will ☐ will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by ☐ Landlord or ☐ property manager for Landlord:
 Name of property manager: _____ Phone: _____
 Address: _____ E-mail: _____
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- L. **This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.**

Landlord _____ Date _____ Tenant _____ Date _____

Landlord _____ Date _____ Tenant _____ Date _____

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

Tenant _____ Date _____

By: _____ Date _____

Tenant _____ Date _____

Randy Pereira

Broker's Associate's Printed Name

Randy A. Pereira

Broker's Printed Name

9003014

License No.

T2M Real Estate

Firm Name

For Landlord's Use:

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

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

ADDENDUM

PROPERTY: _____

1) Special Provisions

4) Tenant will be charged a \$45 fee for any Homeowner Association Violations received.

5) Tenant is to report water leaks immediately, and take action to minimize any water damage.

Failure to report water damage may be considered neglect and subject to liability for repair costs.

6) Using Obligo For Your Security Deposit

Your landlord has agreed to allow you to replace your security deposit with an Obligo Billing Authorization. Accordingly, within 3 days of your accepted binding order for a Billing Authorization in the amount of your security deposit, the landlord has agreed to refund to you your security deposit. Upon receipt of such security deposit, you shall have no further claims against the landlord relating to the security deposit. The landlord shall have all rights to make claims against the Billing Authorization that the landlord has to make against the security deposit under the lease terms. Also, the landlord may require an increase in the Billing Authorization amount, in the manner as may be permitted under the lease for the security deposit amount. The landlord has the right at any time to require a termination of the Billing Authorization. Upon such a termination, you will be required to repay the security deposit to the Landlord, which repayment may be made in accordance with the Obligo service terms or alternatively directly to the landlord via a direct demand by the landlord from you for such repayment to be made within 5 days of such demand. This Lease Rider is between you and the landlord and shall act as an amendment to your lease with the landlord. You waive any right to make any claim against Obligo for a failure by the landlord to fulfill its obligations under this Lease Rider.

Date: _____

Date: _____

Signature _____

Signature _____

Date: _____

Date: _____

Signature _____

Signature _____

Addendum



ANIMAL AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. ANIMAL AUTHORIZATION AND DESCRIPTION:

- (1) An assistance animal is not a pet. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.
- (2) Tenant may not keep any animal on the Property, other than an assistance animal, unless specifically authorized by this agreement. "Animal" includes all animals, whether mammal, reptile, bird, fish, rodent, or insect.
- (3) Tenant may keep the following animal(s) on the Property until the above-referenced lease ends.

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

B. CONSIDERATION: This Paragraph does not apply to assistance animals. In consideration for Landlord's authorization for Tenant to keep the animal(s) described in Paragraph A on the Property, the parties agree to the following. (Check any one or any combination of the following.)

- ☐ (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord an animal deposit of \$ _____. The animal deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the animal is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.
- ☐ (2) The monthly rent in the lease is increased to \$ _____.
- ☒ (3) Tenant will, upon execution of this agreement, pay Landlord \$ **450.00** _____ as a one-time, non-refundable payment.

(TXR-2004) 07-08-22 Initialed for Identification by Tenants: _____, _____, _____, _____ and Landlord: _____, _____ Page 1 of 3

C. ANIMAL RULES: Tenant must:

- (1) take all reasonable action to ensure that any animal does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any animal;
- (3) keep the rabies shots of any animal current;
- (4) confine any animal that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
- (5) confine any animal, other than a dog or cat, that is not an assistance animal in appropriate cages at all times;
- (6) promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any animal.

D. ACCESS: Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING ANIMALS:

- (1) Is Tenant aware of whether any of the animals described under this addendum has ever bitten or injured another person? ☐ Yes ☒ No

If yes, explain: _____
_____.

- (2) Is Tenant aware of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone? ☐ Yes ☒ No

If yes, explain: _____
_____.

F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
- (a) any damage to the Property or any item in the Property caused by any animal;
 - (b) any personal injuries to any person caused by any animal; and
 - (c) any damage to any person's property caused by any animal.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping.

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any animal or Tenant.

H. DEFAULT: If Tenant breaches any provision in this animal agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

I. SPECIAL PROVISIONS:

1) First Pet Monthly Rent Fee (\$25) & Annual Pet/Property Assessment Fee (\$95) is covered under Resident Benefits Package.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

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

Tenant Date

By: _____

Tenant Date

Printed Name: Randy Pereira

Firm Name: T2M Real Estate



POOL/SPA MAINTENANCE ADDENDUM

For use in the lease of single family residences only.

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc., 2003

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

A. MAINTENANCE: Tenant will: (i) maintain proper water heights in the pool spa at all times; (ii) empty and clean skimmers and pool sweeps at least once a week and more often if necessary; (iii) properly operate the pool equipment; and (iv) take necessary precautions to prevent the freezing of pipes, pool equipment, and pool water. Other maintenance, including periodic vacuuming, the application of appropriate chemicals, and equipment maintenance, will be performed as follows.

☒ (1) Landlord, at Landlord's expenses, is responsible for the other maintenance. Tenant will permit Landlord and Landlord's contractors reasonable access to the pool and spa and will remove, at appropriate times, any pet in the yard in which the pool or spa is located.

☐ (2) Tenant, at Tenant's expense, is responsible for the other maintenance.

☐ (3) Tenant will maintain in effect a regularly scheduled pool/spa maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____

☐ (4) _____

B. ENCLOSURE: Tenant will keep all pool enclosure and yard gates in good operable condition and closed at all times.

C. USE: Tenant must take reasonable action to; (i) prohibit children from using the pool or spa accessing the pool or spa area without an adult present; (ii) prohibit persons under the influence of drugs or alcohol from using the pool or spa; (iii) prohibit any glass containers or objects in or near the pool or spa; and (iv) prohibit any diving in the pool or spa.

D. RISK OF LOSS AND INSURANCE:

(1) **Tenant assumes all risk when Tenant or Tenant's guests use the pool or spa. Landlord and Landlord's agent are not liable for use of the pool or spa by Tenant or Tenant's guests.**

(2) At all times the lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect a public liability insurance policy in amount not less than \$300,000.00 on an occurrence basis for losses related to the Property and pool and spa. Upon request, Tenant must provide Landlord a copy of an insurance certificate evidencing the required coverage. If Tenant fails to maintain the required insurance at all times the lease is in effect, Landlord may, in addition to Landlord's remedies under the lease, purchase insurance that will provide Landlord with the required level of coverage and Tenant must immediately reimburse Landlord for such expense.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

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

Tenant Date

By: _____

Tenant Date

Printed Name: **Randy A. Pereira**

Firm Name: **T2M Real Estate**

Resident Benefits Package Lease Addendum

The T2M Real Estate Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$55.95/month, payable with Rent.

Tenant and Landlord mutually agree that the Resident Benefits Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package are unavailable due to a lack of HVAC or other property-specific limitations, unless otherwise specified below.

HVAC Filter Delivery: A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 60 days, or as required by your HVAC system. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. Landlord may charge a trip fee to perform the filter change, as required, at Tenant expense. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package.

Move-in Concierge Service: Tenant acknowledges that Landlord will make available a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation. Tenant maintains the right to facilitate his/her own service activations. Tenant agrees to abide by all HOA and other lease restrictions and guidelines applicable to utilities.

Resident Rewards: Tenant acknowledges that a Tenant rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of Landlord.

Credit Building: Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.

Renters Insurance Requirements & Program:

The Landlord requires Tenant obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

Option 1: Do nothing. Tenant will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of Tenant's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by T2M Real Estate for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.

Option 2: Buy a policy. If Tenant prefers, Tenant may find, purchase, and maintain another policy that satisfies the Landlord's requirements. The Resident Benefits Package monthly amount will be adjusted accordingly. Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and legal liability
- **T2M Real Estate is listed as additional interest**
- **T2M Real Estate address is listed as: PO Box 660121 Dallas, TX 75266**
-

It is Tenant's responsibility to pay premiums directly to your insurance provider. If the policy is terminated or lapses, Tenant will be subject to a **lease violation fee of \$25** and agrees to be subsequently enrolled into the policy referenced in Option 1 above.

\$1M Identity Protection: By executing this agreement, Tenant agrees to Aura's IdentityGuard Terms of Service and Privacy Policy with respect to the identity theft protection service provided as part of the RBP, which can be found at www.identityguard.com.

Home Buying Assistance: Landlord is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.

24-Hour Maintenance Hotline (with Emergency Coordination Service): Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online Tenant portal, or other such means as made available by Landlord.

Online Portal Access: Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.

Multiple Payment Methods: All rental payments are to be done via ACH/E-check via Tenant's portal. There is no processing charge to Tenant using ACH/E-check payment method. Restrictions/Modifications on payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Tenant's expense.

Vetted Vendors: Landlord will ensure all third-party vendors are appropriately licensed, bonded, and insured.

Resident

Date

Resident

Date

Agent

Date

Disclaimer - Provisions of this document and its contents is for the purpose of an example.
Second Nature cannot guarantee that this document has been legally reviewed in the state or local jurisdiction of the property management partner.
The Property Management partner is responsible for identifying errors in offerinas, policy, or otherwise and for adjusting the language accordingly before use.





Welcome to Your Deposit-Free Home

Make your rental process as simple as checking in and out of a hotel. Your property has partnered with Obligo to allow qualified renters to skip paying a security deposit.

Enjoy Financial Flexibility

- ✓ Use your deposit cash to invest, save or spend.
- ✓ Move in right from your phone. No need to go to the bank.
- ✓ No waiting for your deposit back via snail mail!

Instantly Qualify

Obligo has several methods to instantly qualify for deposit-free living. Most renters will qualify by connecting one US bank account.



You're Still Accountable

Through the Obligo platform, you authorize your property manager to charge you up to your security deposit amount for any damages or missed rent. Any balance can be repaid in installments.

You maintain the right to dispute charges with your property manager - just like a traditional deposit.



Deposit-Free Living Starts Here

When it's time to pay the security deposit you'll receive a secure link to Obligo with more details about our service. If you didn't receive an invite or if you have any questions, you're welcome to visit us at: www.myobligo.com

Obligo charges a small fee for the service.

There is no need to tie up your funds. The days of your security deposit money being locked away, collecting dust, are over.



Learn more at myobligo.com



11844 Bandera Rd # 132, Helotes, TX 78023 T: 210-442-9178 F: 676-779-1168 E: support@t2mre.com W: t2mre.com

TENANT HANDBOOK RULES AND REGULATIONS

**(ADDENDUM TO YOUR RESIDENTIAL
LEASE AGREEMENT)**

T2MRE WELCOMES YOU

T2MRE welcomes you as a new resident. T2MRE is an abbreviation used in lieu of the full company name, T2M Real Estate and is used throughout this Handbook.

We believe that a good landlord-resident relationship is important to your enjoyment of the home you are renting. Good communication will help make that relationship a good one.

Both you, and the owner of this home, have agreed to the terms of the lease. Our job is to ensure both parties follow the terms agreed upon.

To achieve a successful tenant/management relationship, we prepared the T2MRE Tenant Handbook to assist you with your tenancy. We recommend that you keep it in a convenient location so that you can refer to it easily.

You will find maintenance guidelines, rental payment instructions, general information, safety tips, vacation guidelines, emergency instructions, holiday tips, and more, within this handbook.

We have also included forms for you to use when necessary. T2MRE wants you to be prepared throughout your tenancy. Therefore, we want to provide important information and documents that you may need in the future.

The owner of the property has retained T2MRE as their Property Management Company and representative to manage the property you are renting. Therefore, you need to contact T2MRE when you need assistance and we have listed how within this handbook.

If you have questions or concerns on any of the information contained in this documentation, contact our office at any time. T2MRE is here to help you.

We wish you a successful and enjoyable tenancy in your new residence.

T2MRE PERSONNEL

We have a complete staff to assist you. T2MRE has found "Management Teams" effective for assisting tenants during their residency, and to maintain great service as we grow. You should know your team at this time, but if you need more information, contact us for more information.

- **Management Team:** T2MRE has assigned a management team to your account, consisting of a Property Manager and Assistant Property Manager (if applicable). They concentrate on assisting you with all the details of your tenancy. Contact them to answer your questions.
- **Sales Team:** T2MRE also has a sales team that can assist you with Real Estate sales, buying or selling (Resident Benefit Package provides a rebate of \$1,250 - \$2,500 depending on price range of purchase). The sales team is experienced and licensed Real Estate agents.

Mgmt. Team A

Property Manager Randy A. Pereira, 210-442-9178, randy@t2mre.com
Asst. Prop. Mgr.

Sales Team

Real Estate Specialists / Buyer Agents

Jackie Hunter, 210-573-2133, jackie.hunter@t2mre.com

Vanessa Juarez, 210-842-1772, vanessa.juarez@t2mre.com

TENANT COMMUNICATION

On the next page, we have provided general office information, and we have just covered the T2MRE teams on the previous page. Communication makes a difference in any area of life, and it can only enhance your tenancy by letting T2MRE know what you need.

What is important is that you DO contact us when you need assistance. Remember T2MRE is here to help you.

Telephone calls during office hours

During office hours, there is normally a live person to answer your call. Sometimes, your management team may be on the next line, and not be available, so please leave a voice message, so we may return your call.

Voicemail

If, during the day you reach our voice mail system, please leave a message, complete with your name and the telephone numbers where T2MRE can reach you, both day and evening. Someone will return your call. The benefit of a voice mail system is the ability to leave a message twenty four hours a day, seven days a week.

After hours calls

Of course, the voice mail system will take all messages after hours.

All Maintenance Calls (Including Emergency Maintenance Calls)

Immediately call the 24/7 maintenance emergency call center, 210-401-4823.

Online Maintenance requests

Please remember that all Work Orders must go through call center or submitted online. This is in your rental agreement. You can submit a work order online here: <https://t2mre.com/resident-portal/>

Change of information

It is important that you notify T2MRE of any changes in telephone, cell numbers, or email, in writing.

Email

Email is a great way to communicate and we request that you send your email address to your property manager's email. T2MRE will put your email address in our database. This enables your management team to contact you quickly and efficiently, and when needed, send you important information.

Please note that although communication by email is encouraged, T2MRE does not accept notices to vacate by email letter only, we have a specific notice of intent to vacate that must be completed.

T2MRE requires the Notice to Vacate in writing, and this form can be completed/submitted online here, <https://t2mre.com/prepare-for-move-out/>

Website

The T2MRE website, <https://t2mre.com/renter-resources/> , contains important information for tenants. Visit it regularly to use the Tenant services. There, you can easily find numerous online forms, your tenant portal, and basically a step-by-step guide for every stage of your residency.

General Office Information

Mailing Address: T2M Real Estate, 11844 Bandera Rd #132
Helotes, TX 78023 (T2MRE does not maintain a brick and mortar location)

Maintenance # 210-401-4823

Business # 210-442-9178

FAX # 626-779-1168

Email support@t2mre.com

Website http://www.t2mre.com/

Office Hours

Monday – Friday AM 9 - 12

Monday – Friday PM 1 - 5

PROTECT YOUR RENTAL AND CREDIT HISTORY

Some day you will eventually move out of the property. It is important that during your residency, you care for your rental history and credit. Most likely, you will either rent again or purchase a home. In either case, you will need good rental references and a good credit report. Avoid late rent payments, care for the property, and move out properly. Give T2MRE the pleasure of being able to provide a good reference for you when you vacate the property.

Rental/lease agreement

You received a copy of your rental/lease agreement, and any other necessary documentation. We recommend that you keep this paperwork, with this Handbook for easy reference. Please always remember a rental/lease agreement is a binding agreement. If you have any questions regarding your lease, please call your T2MRE management team.

Utility/Cable/Internet Companies

T2MRE cancels the utilities, in the owner's name, on the 1st day of your rental agreement. To avoid discontinuation of service, contact the utility companies immediately. We have a concierge utility service setup to help you do so immediately at no additional costs.

If utilities are not setup in your name, we will not move you into property.

Rental payments

Rent is due on the first of each. If you know that you will have a delay or problem paying by the due date, contact your management team immediately. Lack of communication can affect your payment record.

T2MRE receives rental payments by:

- US mail and Credit Card (A Fee Will Apply)
- By using E-Check through your resident portal (No additional charge)

T2MRE does NOT accept rental payments in:

- Cash, Rolled coin, Debit cards, Post-dated checks

Fees/charges (Review lease agreement for more information related to charges/fees)

If you fail to pay rent, plus the \$55.95 resident benefit package on, or before the 1st day of each month and in full, you will incur the following charges:

- **Late fee** – the T2MRE late fee is \$ 100.00 if rent is not received before the third day of each month, and a daily late fee of \$ 10.00.

- **Notice to Vacate Posting:** \$150 / Weekend Notice to Vacate: \$200

This fee would be charged if the tenant is late in paying rent. A notice to vacate will be posted on the front door and the charge will be assessed to the tenant. This fee goes up \$50 each successive time T2MRE has to post notice to vacate at the home due to lack of rental payments made.

- **Rekey lockout fee: \$150**

Tenant will need to contact our emergency call center, or use their own locksmith. This fee will be charged by T2MRE to ensure locks are keyed to the original keys that were provided. If at any time our locks have been rekeyed without our approval this charge will apply, because we will need to send a vendor out to ensure our master keys work and we have access to property at all times.

- **After Hours Maintenance Fee: \$75**

This fee will be charged to a tenant in the event that an after-hours maintenance call is required for a routine service call. We understand that tenants have careers and can only be home at certain times after work or on the weekends. The same applies to our staff and vendors. It is the policy of T2MRE to not perform any work on a property on behalf of the tenant without the tenant being home to allow for access to the home. We feel this will avoid any issues of missing items in the home, or any uneasy feelings of key security. We do not operate like an apartment complex where our maintenance staff will access your home at any time day or night. This fee will be assessed on a case by case basis and does not apply for emergency service calls such as HVAC or water leaks.

- **Certified Letter Fee: \$25**

This fee will be charged if for any reason the tenant is sent a certified letter for any reasons. This can be applied for a pending eviction, and un-authorized pet, or a non-responsive tenant to email and phone calls.

- **Collection Administrative Fee: Higher of \$300 or 20% of Total Balance**

This fee will be charged to a tenant in the event we have to initiate a collection to recoup any funds owed to T2MRE. This will include late fees, NSF Fees, or any other past due items.

- **Stop Payment Fee: \$50**

This fee will be charged if a tenant does not receive a check from T2MRE for any reason that is the fault of the tenant. An example where this would apply is if we were provided the wrong forwarding address and the check is lost in the mail. We will have to stop payment on that check, and then re-issue another check. We are charged by our bank for any stop payment on a check and that cost would be passed along to the outgoing tenant.

- **Vendor Escort Fee: \$125**

This fee will be charged if a tenant does not cooperate in scheduling of vendors for routine maintenance and assessments after a 30 day period has lapsed. Your property manager will schedule with vendor at a day/time that is convenient for both themselves and the technician. Our goal is to schedule all work with your cooperation and attendance, but we can not delay work for longer than 30 days. 30 Days is deemed more than reasonable for any resident to accommodate and schedule needed maintenance to property.



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****The HVAC system is one of the most expensive systems in home and we need to ensure routine maintenance is being completed. All of our properties have 1, or more filters, that require replacement on a 60 day or quarterly basis, depending on unit. The Resident Benefit Package allows us to provide the convenience of the right filters being mailed to you automatically as required. It is not a negotiable item. ****

A/C and Heating System Filter(s)

TENANT is responsible for replacing all A/C and heating system filters at the property on a 60 day or quarterly basis, depending on unit. The only filters to be used at the property will be provided by LANDLORD and will be mailed directly to the property. TENANT shall properly install the filter that is provided within two (2) days of receipt. TENANT hereby acknowledges that the filters will be dated and subject to inspection by T2MRE upon reasonable notice to verify replacement has been timely made. If at any time TENANT cannot properly or timely install a filter TENANT shall immediately notify T2MRE in writing. TENANT's failure to properly and timely replace the filters is a material breach of this agreement and LANDLORD shall be entitled to exercise all rights and remedies it has against TENANT and TENANT shall be liable to LANDLORD for all damages to the property, A/C or heating system.

CARE OF THE PROPERTY

Getting to know your residence

When you move into a property, it is helpful to know where important items are located. Take the time to know or locate the:

- Main circuit breaker in the event power goes out
- Gas shut off valve – turn off during emergencies/disasters for safety
- GFI plug(s) – so you can check them if your plugs or appliances in the bathroom, kitchen, patio or garage fail to work
- Electric and/or gas meters to check your utility bills
- A/C and Heating Filter(s) Locations/Sizes
- The main water shutoff valve in case of major flooding
- Water shutoff valves below the sinks and behind toilets in case of water leaks
- Method of cleaning for the oven so you use the right products
- Time bake knobs on the oven – in the event the oven will not work, these may be on

If you are uncertain about any of the above items, contact your T2MRE management team for help.

MAINTENANCE

When you rented the property, your lease contained detailed maintenance instructions. Please review them before requesting a work order. T2MRE has more tips in this handbook.

Tenant Renovations/Alterations

It is the T2MRE policy that tenants do not do repairs or alterations. You agreed to this in the T2MRE rental agreement/lease. If you do want to make a special request for renovation or repair to the property:

Tenant Renovations/Alterations Continued...

- Submit your request in writing before making any changes
- Do not proceed with any work until you are notified by T2MRE
- T2MRE will consult the owners to see if the request is acceptable to them

If the request is acceptable to the owner, tenants must do one of the following prior to vacating the property:

- Leave the alterations if this is part of the owner's condition to accept the alteration/repair
- Return the property to its original state if this is part of the owner's condition to accept the alteration/repair and pay for any necessary repairs to restore the alteration/repair to its original state prior to any showings to secure a new resident.
- Sign an T2MRE agreement regarding the alteration/repair

Tenant Maintenance responsibilities

The property owner has a duty to maintain your residence to uniform codes of safety for landlord/tenant law. Therefore, T2MRE has provided you with an online tenant portal and 24/7 maintenance call center when there are legitimate repairs. We want you to report maintenance items.

However, there are items that are the tenant's responsibility and we have listed them again

- Replacing smoke alarm batteries
- Replacing light bulbs with the correct size
- Replacing hvac/furnace filters, if applicable, every 30 days
- Reporting non-functioning smoke alarms immediately if batteries do not solve the problem
- Reporting all necessary repairs

- Professional steam cleaning and spot cleaning of carpets while residing in the property
- Normal insect control
- Normal rodent control, such as mice
- Landscape cleanup if a service is not provided
- Reporting lack of landscape cleanup if a service IS provided in your rental agreement
- Landscape watering unless there is a homeowner's association that provides it
- Reporting malfunctioning irrigation systems or sprinklers, even if it is the responsibility of an association
- Disposal of all garbage in the proper receptacles and using the weekly pick up service
- Disposal of animal feces on the property even if you do not have a pet
- If the residence has a fireplace, use caution and care when operating the fireplace and disposing of ashes or coals. Do not dispose of coals in the fireplace until they have cooled outside for a week.
- Check to see if damper is open before starting a fire in the fireplace.
- Disposing of toxic waste properly in accordance with local and county laws

Procedures for requesting maintenance

Before calling T2MRE

1. Determine if there is a true emergency or a non-emergency.
2. Check to see if you can determine the cause of the problem that you are experiencing, unless you have an emergency.

If there is an emergency

- An emergency is a life-threatening situation such as a fire, flood and/or uncontrollable water, electrical problem, smell of gas...
- Emergencies causing immediate danger such as fire, call 911
- Emergencies involving gas call the gas company and if necessary, 911
- Emergencies involving IMMEDIATE electrical danger, call utility service or 911,
- After contacting one of the above sources, then call the T2MRE office and report the problem.

- Emergencies such as backed up plumbing, flooding, call the 24/7 Maintenance Call Center, and listen for emergency instructions and if necessary, call 911.
- An emergency is NOT heat, but T2MRE recognizes this is important and will make it a priority with vendors to have the heat working as soon as is possible.
- An emergency is not air-conditioning, non-working dishwasher, sprinklers, etc.

Non-emergencies:

- Submit a maintenance “work order” request using your online tenant portal, under contact us, and/or using the 24/7 maintenance call center.
- If you call your property manager directly for initial maintenance request you may be requested to go online, or call the maintenance call center. This is to ensure work orders are processed and tracked properly.
- A T2MRE representative will assign a vendor to contact you.
- T2MRE does not give vendors keys to the residences.
- Vendors are required to make appointments with tenants.
- Remember, this is a NON-EMERGENCY item and in most cases, the vendor will not be able to make an appointment immediately.
- Failure to show at an appointment can mean a charge to you. Therefore, be certain to call the T2MRE office as soon as possible if you are unable to make the appointment.
- If you do not hear from a vendor or repairperson within 2 business days, call/email the T2MRE office and inform your management team or a staff person that a vendor has not contacted you.
- A T2MRE staff member will contact the vendor to find out the cause of the delay, and then inform you when to expect the vendor to call.
- After a repair has taken place, if you have trouble, call/email T2MRE and state you had a recent repair but there is still a problem.
- Recent repair means within the last 30 days and pest control work means within the last 30 days.
- If you fail to report an unsolved recent repair, and there is further damage or expense, you may be responsible for the cost, per your rental agreement.

Preventative cleaning tips

Cleaning is easier when you use a “preventative approach.”

- Always put away food and wipe up food debris.
- Clean pet bowls regularly to avoid attracting ants and other insects.
- Do not allow grease to build up in kitchens; use a sponge and soapy water regularly on counter tops, stovetops, and hood filters.
- Avoid cooking with very high heat. This will add to more grease build-up and cause damage to appliances. It can also be dangerous.
- Avoid mildew by venting rooms and bathrooms properly, particularly after baths and showers.
- Clean bathroom tile or other surfaces regularly to prevent the buildup of grime.
- Clean toilets regularly to avoid buildup of grime, rings, and mildew.
- Mop tile, wood, and linoleum to avoid “dust bunnies” and the buildup of grime.
- Do not use wax on linoleum or tile.
- Do not use “cleaning products” on tile
- Vacuum all flooring regularly, particularly carpets. This will save in carpet cleaning bills.
- Regularly pick up debris and pet feces in outside areas.

Additional cleaning tips

It is not always necessary to purchase expensive cleaning products. Vinegar, baking soda, ammonia, and salt are some inexpensive cleaning products with many uses. They also are helpful for people who have allergies to cleaning products. They can be better for the environment than commercial products

- **Air freshener:**

- Place a bowl of vinegar in the kitchen or bathroom to absorb odors

- **Drains**

- For a great once-a-month drain cleaner, pour 1/2 cup baking soda into the drain, follow with 1/2 cup white vinegar -- it will foam. Cover and let sit 30 minutes and then flush with cool water.
- For stubborn, slow-running drains, pour 1-cup baking soda and 1-cup salt down the drain. Follow this with 2 quarts boiling water. Let sit 30 minutes, and then flush with cool water.

- **Tile countertops:**

- To clean ceramic tile, where mold and mildew accumulate, use a combination of 1/4 cup baking soda, 1/2 cup white vinegar, 1-gallon warm water, and 1-cup ammonia.
- Alternatively, regularly clean kitchen surfaces by using a spray bottle mixed with 1/2-cup vinegar and a quart of water.

- **Glass cleaner:**

- When glass-cleaning products leave residue on bathroom mirrors, mix 3 tablespoons of vinegar with a quart of water in a clean plastic spray bottle.
- Spray glass and wipe with a clean paper towel.

- **Dishwasher:**

- Empty the dishwasher, pour in a 1/4 cup of vinegar, and run the dishwasher again.
- Even if you prefer not to use the dishwasher, run at least once a week to keep seals from becoming hard and cracked.

- **Refrigerators**

- Clean regularly and place a cup of baking soda in a bowl on a refrigerator shelf to absorb odors.
- A cup of dry unused coffee grinds can also absorb odors when placed on a refrigerator shelf.

- **Washing machine:**

- A half cup of baking soda can be added to the washing machine with regular detergent to help with mild odors

- **Toilets:**

- Remove waterline marks in the toilet bowl by pouring in 2 cups of white vinegar. Let soak overnight, then flush to rinse. If this does not work, rub the waterline mark with a wet pumice stone.

- **Carpet stains:**

- Vacuum the carpet if the stain is dry.
- If the stain is still wet, blot gently to remove excess – blot, do NOT rub.
- Lightly soak the carpet stain with clean water first to remove the stain – blot, do NOT rub.
- If the stain remains, mix a 3 Tablespoons of vinegar with a quart of water in a spray bottle and spray the stain; blot again; do NOT rub.
- If this fails, consult a professional carpet cleaner immediately; the longer you wait may mean the stain may not come out.

- **Carpet odor:**

- Regular vacuuming cures most carpet odors, but if carpet odors persist, lightly sprinkle the carpet with baking soda and vacuum thoroughly, removing all baking soda from carpet. Repeat if necessary.

Energy saving tips

Saving water is important for the environment and can mean a lower utility bill for your residence as well:

Always report water leaks to T2MRE as soon as possible

- Report water dripping under sinks
- Running toilets are big water wasters
- Report malfunctioning sprinklers
- Report standing pools of water
- Report malfunctioning water appliances such as dishwashers and washing machines that come with the property
- Run the dishwasher when it is fully loaded.
- Replace your old washing machine with an energy efficient one – you could save the cost of the machine in water and energy bills.
- Check water hoses on washing machines for leaks; change hoses every three years.
- Adjust the water level to match the load, using less water for small loads.
- Avoid using flushing toilets to dispose of ordinary trash.
- Take shorter showers.
- Avoid letting the water continually run while shaving, brushing your teeth, or washing your face
- Be sure your water heater temperature is set properly. Note: do not turn the water heater up to “high,” this is a dangerous temperature level.
- Counsel all children on how to prevent wasting water.
- Do not “over water” landscaping; it is not healthy for plants and simply wastes water.

To lower air-conditioning bills:

- During warm or hot months, close the windows and doors to your home early in the day to “keep cool air in,” particularly when the air-conditioner is running.

- Close window coverings on the sunny side of the house during different times of the day; this can lower the temperature dramatically.
- Replace the air filter often and with the right size, at a minimum of every 30 days. A clean filter helps the air-conditioner to run more efficiently.
- When leaving your residence, turn the air-conditioner up a few degrees, a closed house without activity normally stays cooler. This is particularly important when going on vacation.
- There is no reason to keep the residence in a frigid state while you are gone, but do not turn the air off on very hot days – it will only take longer and more energy to cool down.

To lower heating bills:

- During the cooler months, keep all windows and doors tightly closed.
- Report any major drafts to the T2MRE office.
- Use a “reasonable” level of heat in the residence. Sometimes, turning down the heat just a few degrees can reduce an energy bill.
- Turn the heat down during the night and use warm covers and comforters.
- When leaving home, turn down the temperature on the thermostat.
- Do not turn the heat completely off. It will take more heat for a cold house than it will save. In addition, this could cause pipes to freeze, which will cause more problems.
- If there is a fireplace, close the damper if you are not using it, but please be sure to open the fireplace if you do start a fire.
- Replace the furnace filter often, at a minimum of every three months. A clean filter helps the furnace to run more efficiently

Resident Benefits Package - \$55.95 Per Month

The T2M Real Estate Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature.

By applying, Applicant agrees to be enrolled and to pay the applicable cost of \$55.95/month, payable with rent.

Your RBP may include, subject to property mechanicals or other limitations:

Renters Insurance that meets all lease requirements from an A-rated carrier <i>(Liability coverage with a minimum of \$100k in Property Damage and Legal Liability)</i>
\$1M Identity Protection for all adult leaseholders <i>(All adult leaseholders get \$1M coverage backed by AIG, monitoring through IBM's Watson, and a dedicated, US-based Identity Restoration Specialist)</i>
Move- in Concierge Service <i>(one call and get assistance with setup of your utility services, cable, and internet services)</i>
Resident Rewards Program <i>(Rent day is now rewards day. You'll get cash, gift cards, and exclusive discounts you can use to save on everyday expenses)</i>
Home Buying Assistance Program <i>(Resident has availability to an experienced Real Estate agent that can assist in the purchase of a home with a rebate to assist with the purchase of your new home between \$1,250 to \$2,500 at closing/funding)</i>
Credit Reporting/Building <i>(We report every rent payment so you build credit. We can report up to the past 24 months for an immediate boost)</i>
First Pet Rent Monthly Fee Waived <i>(Your first pet rent monthly fee is covered under your resident benefit package)</i>
24/7 Maintenance Hotline (with Emergency Coordination Support) <i>(It always seems like things happen after hours. This makes reporting those pesky maintenance issues easy and fast; either online or by phone)</i>
HVAC Filter Delivery Service <i>(Merv 8 filter(s) delivered directly to your door approximately every 60 days, or quarterly, depending on system needs)</i>
For Full/Updated List: https://t2mre.com/resident-benefit-package/

Renters Insurance requirements and options:

The Landlord requires Tenant obtain liability coverage of at least \$100,000 in property damage and legal liability from an A-rated carrier and to maintain such coverage throughout the entire term of the lease agreement. Tenant is required to furnish Landlord evidence of the required insurance prior to occupancy, at the time of each lease renewal period, and upon request.

To satisfy the insurance requirement, Tenant may either (1) be automatically enrolled into a policy that satisfies the coverage requirements as part of the Resident Benefits Package; or (2) obtain alternative liability coverage from an insurer of Tenant's choice. The option Tenant chooses will not affect whether Tenant's lease application is approved or the terms of Tenant's Lease.

Option 1: Do nothing. Tenant will be automatically enrolled into an insurance policy as part of the Resident Benefits Package. No further action is required. Coverage will begin on the effective date of Tenant's lease and continue throughout the lease term. Please refer to the evidence of insurance that is supplied by T2M Real Estate for additional coverage details. The Resident Benefits Package monthly rate will be adjusted by the premium amount in the policy.

Option 2: Buy a policy. If Tenant prefers, Tenant may find, purchase, and maintain another policy that satisfies the Landlord's requirements. The Resident Benefits Package monthly amount will be adjusted accordingly to \$45.00 per month.

Option 2 Requirement: Visit <http://insurance.residentforms.com/> and follow the instructions listed there to provide evidence of the required insurance coverage to your Landlord.

Please be sure that your policy meets the following criteria prior to submitting:

- Policy is purchased from an A-rated carrier
- Policy meets or exceeds the required \$100,000 in property damage and legal liability
- T2M Real Estate is listed as additional interest
- T2M Real Estate address is listed as: PO Box 660121 Dallas, TX 75266

It is Tenant's responsibility to pay premiums directly to their insurance provider. **If the self-purchased policy is terminated or lapses, Tenant will be subject to a lease violation fee of \$25 and agrees to be subsequently enrolled into the policy referenced in Option 1 above.**

NOTE: The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element of the package is unavailable due to a lack of HVAC or another limitation at a specific property.

Safety Tips

The safety of you and your family is important to T2MRE and many things can affect it. Here are some tips to follow:

- Unplug all heat-producing appliances like toasters, irons, and coffee makers when they are not in use to prevent fire hazards.
- Never leave a stove or oven unattended; turn off all stove and oven appliances when you leave the house.
- Never leave heating pads and electric blankets on indefinitely and turn them off when you leave the residence to prevent fire hazards.
- Never leave water running unattended in a plugged bathtub or when leaving the residence.
- If you have an upstairs bathroom and you see water in the ceiling below, particularly in a light fixture, report the leak immediately to T2MRE.
- Do not operate electrical appliances while standing or sitting in water.
- Avoid using blow dryers, curling irons, radios, TVs, or other appliances while in a bathtub or over a sink filled with water.
- If you have small children, use child protector plugs when you are not using outlets
- Do not overload extension cords with too many appliances.
- Place lamps on level surfaces and use the correct wattage.
- Avoid running extension cords over walkways, under rugs, or any other place that could cause tripping.
- If you suspect an electrical problem, report it to T2MRE immediately.
- Do not remove smoke alarms, particularly if they are beeping. Smoke alarms are for safety and removing them can endanger all residents and guests. Change the batteries if needed.
- Do not allow children to leave toys on walkways and sidewalks.

Safety Tips...

- Replace outside light bulbs so you can utilize lights properly when it is dark.
- Report any exposed tree roots to the T2MRE office
- Keep a portable fire extinguisher in the kitchen and the garage; they are available in hardware supply stores.
- If you use a grill or BBQ, use common sense, never leave grills unattended.
- If you have a fireplace, be sure to store hot ashes and coals away from the residence. Do not place ashes in garbage receptacles unless certain they are cold.
- Do not store fireplace wood against the residence.
- Always be certain the damper is open before starting a fire in the fireplace.
- Do not build "roaring" fires in the fireplace; build reasonable fires suited to the size of the fireplace.

Vacation checklist

When going on vacation, here are items to check before leaving:

- If going out of town for an extended period, please notify T2MRE how long you will be gone, supply an emergency telephone number. Then should any problems arise concerning your residence, there is someone to contact.
- Check your rent payment to ensure it will not become delinquent. It would be a sad thing to come home to a late notice and charges.
- Notify all necessary parties such as your next-door neighbors, the paper delivery person, the post office, or any related service people. By doing so, you will avoid any panic that something is wrong.
- Select someone to pick up items on your doorstep to avoid giving signals to dishonest people.
- If leaving a vehicle in the driveway, remove any valuables and garage door openers that can be stolen, giving access to your home.
- Put garbage cans away or arrange for someone to take care of it.
- Place valuables and jewelry in a safe deposit box.
- Avoid leaving a message on your answering device telling people you are out of town and for how long.
- Set timers on interior lights, to deter burglars.
- Be sure to check all windows, window locks, and doors before leaving.
- If you have an alarm, be sure to set it.
- Turn off the water valve to your washing machine.
- Turn off all appliances, large and small, such as stove burners, coffee pots, irons, curling irons, etc.
- Unplug TVs and computers in the event of lightning or power surges.
- Turn your water heater to low or "vacation" setting, but do not turn the water heater off.
- Anything else living in your house besides you, such as plants or pets? Then be sure to water
- plants and have someone take care of your animals. Do not leave pets in the residence unless a reliable person is going to care for them daily

Holiday tips

Everyone enjoys the different holidays, but it is important to exercise care during the celebrations and remove decorations when each season is over.

- Hang lights and decorations properly and carefully.
- Before hanging, check for bad plugs and loose wires. If you find defects, dispose of the lights.
- Only use lights and decorations during holiday seasons; remove them immediately when the season ends.
- Dispose of holiday trees properly; never burn them in a fireplace.
- If you use extension cords, do not overload, do not staple them to the residence, and if outside, use only cords approved for outside use.
- Never leave holiday lights on when leaving your residence to avoid fire danger.

For fireworks celebrations:

- Do not use illegal, dangerous, or explosive devices.
- Only buy legal fireworks and check where you can use them.
- Use common sense safety rules with fireworks.
- Do not use fireworks in or around your residence.
- Keep all fireworks away from any dry grass, trees, or roofs.
- Attend a fireworks celebration instead of buying them and enjoy the fun without the responsibility.
- Fireworks are not allowed within the City Limits in most places. Please ensure you are familiar with local laws and guidance before using them.

Emergency/Disasters

Unfortunately, emergencies and disasters happen all around the world. The best solution is to be prepared.

There are different emergencies

Maintenance emergencies:

- Call the 24/7 maintenance emergency call center, 210-401-4823.
- Please follow the maintenance instructions and then call T2MRE when appropriate.
- T2MRE requests that you treat the T2MRE staff courteously while under stress of the situation – we will do everything we can to help you as soon as possible.

Area emergencies or disasters:

- Be prepared and use the T2MRE Emergency/Disaster checklist enclosed with this information.
- When major emergencies or disasters such as a hurricane, tornado, earthquake, or some other force of nature occur, everyone experiences great inconvenience and difficulty. Remember this and be considerate of others and the degrees of different problems.
- T2MRE requests that you call emergency services first in a disaster.
- Then notify the T2MRE office as soon as possible what has happened.
- T2MRE will assign priorities to work and during an area emergency/disaster, will work to assist you as much as possible
- When calling the T2MRE office, we ask you to be patient and calmly state what problems you are experiencing. We will handle the problems as quickly as possible.

Drug Free Housing

T2MRE has a **drug-free policy** for tenants and it is a requirement of your tenancy as outlined in your rental agreement. However, people can encounter drug problems from other residents from the lowest income neighborhood to the highest. We want you to be aware of signs of potential drug problems in any neighborhood.

- Do not approach a house or building if you smell a strong chemical odor. Report it to the authorities. Drug houses may contain volatile chemicals and can easily explode.
- Do not pick up abandoned purses, suitcases, filled bottles, or packages. People place “meth labs” in objects of many shapes and sizes. They are highly explosive and dangerous; report any unusual or abandoned object to the authorities. Do not attempt to examine it yourself.
- If you see constant pedestrian or vehicle traffic in your neighborhood at all times of the day and particularly at night, it could be a drug house, particularly if you observe high security precautions surrounding the property.
- First, report unusual and disturbing activities in your neighborhood to the authorities, and then notify T2MRE of your suspicions as soon as possible.
- Educate and train children of all ages for the signs of drug activities or a drug house.
- Be aware and be alert – a drug house or drug activities are a danger anywhere and to everyone.

Giving your notice of intent to vacate

Eventually, you will move, and we want you to be prepared when this is necessary. T2MRE tenants are required to give a 60 days notice of intent to vacate.

Before giving notice:

- Check your rental agreement/lease to see if you are eligible to give notice. It will specifically state when you can give notice. A lease is a binding agreement for a set period and you may still be bound to the lease.
- If you need to move and you are still committed to a lease period, contact your T2MRE management team to discuss your options.
- Notices must be in writing. The day T2MRE receives the notice is the date the notice begins. For example, do not fill out a notice with the current date and mail it five days later, thinking the date you mailed is the notice date.
- T2MRE does not accept notices by email because of lack of signature; T2MRE does receive notices by fax. We have a specific notice of intent to vacate form for you to complete.
- T2MRE does not provide rental history to other landlords/property management companies unless tenants submit a written Notice to Vacate and the tenant gives the authority to T2MRE to give out rental references.

Setting up your move out appointment

- After you submit your Notice to Vacate, T2MRE will send you additional instructions. This will instruct you on what to do during the notice period, and how to set up your move out appointment.
- T2MRE only performs move out appointments during weekdays, 9 am to 5 pm.
- It is the responsibility of the resident to return all keys and openers to T2MRE.
- Failure to return keys and openers could incur additional charges.
- Remember to supply a forwarding address and telephone number for your security deposit refund.

Your security deposit refund

When you follow the move out procedures leave the property in good condition as it was received, it simplifies the task of refunding your security deposit. T2MRE remits security deposit transmittals within 30 of days in accordance with the state landlord/tenant law. Remember, T2MRE wants your move out to be a pleasant and successful process.

CONCLUSION

We reserve the right to make revisions, from time to time, without notice, in our 'Lease Rules and Regulations' and policies and procedures, due to changes in the 'Texas Property Code' or 'City Codes.'

Violation of these guidelines will constitute a breach of the lease.

In any case, if a conflict appears between these guidelines and the TAR Lease Agreement, the conflict shall be resolved in favor of the TAR Lease Agreement.

If you have any questions regarding your lease, or concerns during your stay with T2MRE, please feel free to call or email us anytime. We depend on and appreciate your business, and our staff will do their utmost to satisfactorily resolve any problems. Our goal is to always provide you with efficient, courteous service.

We will work hard during your residency to make it a pleasant one and look forward to a mutually satisfying relationship. Your cooperation is always appreciated. We hope that you have found the T2MRE Tenant Handbook useful and informative.

It is our goal to prepare you for a successful tenancy and a pleasant move out when this occurs.

If you have any questions on the enclosed information, please contact your T2MRE management team.

Thank you for taking the time to review your Tenant Handbook!

Tenant Signature & Date

Tenant Signature & Date

Tenant Signature & Date

Tenant Signature & Date



Tenant: Move-out Standards and Guidelines

Move-Out Condition: When the lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris and any personal property. Tenant may not abandon the property.

Source: Per Lease, Para 16. A.

“Normal wear and tear” means deterioration that results from the intended use of a dwelling, including, for the purposes of Subchapters B and D, breakage or malfunction due to age or deteriorated condition, but the term does not include deterioration that results from negligence, carelessness, accident, or abuse of the premises, equipment, or chattels by the tenant, by a member of the tenant’s household, or by a guest or invitee of the tenant.”

Tex. Prop. Code §92.001(4). Texas Property Code can be viewed online at: <http://www.statutes.legis.state.tx.us>

All components of a property have a life expectancy and guidelines are outlined by HUD to help. However, this is not a cover all for returning property in any other condition than which it was received.

***If these items were in good condition at the time of move in, and it can be shown that damage, above the normal wear and tear has been sustained, then a damage claim can be submitted.**

Dept. of HUD: <https://www.hud.gov/sites/documents/HSG-06-01GHBGUID.PDF>



Tenant: Move-out Standards and Guidelines

Please note the below items are not considered normal wear and tear, as outlined in lease, Para. 10. D.1. (q)

The cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord.

With the exception that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;

Source: Lease, Para. 17. D. (3)

In working with T2M Real Estate; All parties agree that 2 nail holes per wall is reasonable for hanging of pictures. There are other means to hang items besides nails. Such as, VELCRO® Brand HANGables® Picture Hanging Strips (Large) See Lease Para. 10.D. for more details regarding what a "Landlord may deduct reasonable charges from the security deposit for:..."

Reasonable Charges are dictated by the market rate in the local area of the property; for a legitimate professional, licensed (if applicable), insured, background checked and tax registered entity to complete any work properly.



Tenant: Move-out Standards and Guidelines

Prior to your move-in, your rental property will be cleaned, and any carpet areas will be professionally cleaned.

Upon your move-out, the unit is expected to be in the same clean condition that was documented at move-in.

Common Issues that incur costs.

Poor cleaning which is typically obvious with dirty floors, walls, baseboards, light fixtures containing bugs, appliances dirty, bathroom tubs and showers dirty, if applicable. Carpet not vacuumed properly prior to professional carpet cleaning and/or professional carpet cleaning not being done.

Carpet shows no signs of visibly being cleaned; such as several indentations from furniture present at move-out, carpet shows foot steps throughout at time of move-out assessment, and obvious soiled/stained carpets

More than two nail holes per wall for hanging pictures, etc... random nail holes and mounts in property.

Wall Texture/Patch work poorly done. Mismatch repairs and color is not normal wear.

Landscaping, Flower beds/hedges, trees; not returned in neat and orderly appearance.

Any coordination of these common issues/items will incur a 10% surcharge to billing by T2M Real Estate for the time and effort to coordinate and provide oversight.

Sign and Date

Sign and Date



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

T2M Real Estate	9003014	support@t2mre.com	(210)442-9178
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Randy A. Pereira	593661	randy@t2mre.com	(210)442-9178
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Randy A. Pereira	593661	randy@t2mre.com	(210)442-9178
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date



TEXAS DEPARTMENT OF LICENSING & REGULATION

Help! I have mold (What is it?)

Mold is a type of fungus that is present everywhere in our natural environment. Mold spores, which are tiny microscopic 'seeds,' can be found anywhere, including inside homes, and are a part of the general dust found in homes. These spores can begin to grow on building materials and furnishings if they get wet or stay moist. If visible mold is allowed to grow unchecked, it will eventually damage what it is growing on, which may include both the building and personal belongings.

The key to preventing mold growth is preventing moisture problems by finding and stopping the source of moisture such as a plumbing or roof problem and then quickly fixing and drying any water leaks or spills that might occur. Common moisture problems include pipe leaks, roof leaks, floodwaters, sewage back-ups and over-flowing toilets/sinks/bathtubs.

Tenants should promptly notify their landlord when they find a moisture problem or mold growth. Any conversations should be followed up with a letter to the landlord to avoid misunderstandings. Sending such a letter by certified mail, return receipt requested, provides the best proof that it has been received. Keep a copy of the letter for future reference.

What can TDLR do?

TDLR regulates professionals who provide mold assessment and remediation services in Texas to ensure that the public has access to mold assessors and remediators who are properly trained and licensed. TDLR does not have regulatory authority to require inspection or testing for moisture or mold in homes, apartments or other buildings and cannot require a landlord or someone else to clean or remove mold.

MOLD REMEDIATION CONSUMER PROTECTION

For more information, please contact the TDLR Office of Strategic Communication: media.inquiries@tdlr.texas.gov.

TXR 2507

Is mold testing necessary?

Generally, it's not necessary to identify the species of mold growing in a residence, and the Centers for Disease Control (CDC) does not recommend routine sampling for molds. It's more important to find the source of the moisture and eliminate it; otherwise the problem will return. When the moisture is eliminated, the mold will no longer grow and will die.

If you or your landlord choose to pay for testing before remediation work starts, the licensed mold assessment consultant who will do the assessment should establish criteria for interpreting the test results. When mold cleanup is necessary, the licensed mold assessment consultant will develop a protocol that the mold remediation contractor will follow. The protocol will specify the estimated quantities and locations of materials to be remediated, methods to be used and cleanup criteria that must be met.

The results of mold samples taken in your unique situation cannot be interpreted without physical inspection of the contaminated area or without considering the building's characteristics and the factors that led to the present condition.

TDLR recommends that people consult a health care provider if they are concerned about the effects of mold on their health.

What can I do about the mold?

Tenants and landlords should try to work cooperatively to investigate and correct moisture problems and remove mold growth. If you can see mold or smell a musty odor, carefully inspect the home, paying special attention to hidden areas such as plumbing access areas, crawl spaces, behind mirrors and furniture, attics, closets and cupboards.

Mold growth should be cleaned from non-porous surfaces such as concrete, metal, glass, tile, and solid wood. Mold growth is difficult to clean from absorbent (porous) surfaces such as drywall, carpet, fleecy furnishings and insulation, so these kinds of moldy materials should be removed and discarded.

Merely applying a chemical such as bleach to drywall, without removing the mold source, is not a permanent effective solution. Painting over mold is also not an effective solution.

Personal belongings can be kept if there is no mold growth on them. These items may need a deep cleaning to remove mold particles (spores) that have settled in the fabric.

Who can do this work?

TDLR licenses people and companies who inspect and test for mold in buildings (mold assessment), and those who clean and remove mold (mold remediation). Be sure to confirm that the professionals you're hiring are licensed by TDLR to perform this service.

In most instances, areas of visible mold less than 25 contiguous square feet in area may be cleaned or removed by people who are not licensed.

- Owners or managers of buildings with fewer than 10 dwelling units do not have to be licensed to perform mold assessment or mold remediation on a residential property. This exemption applies regardless of the total surface area within the residential property that is affected by mold growth.
- The remediation of 25 contiguous square feet or more of visible mold in residential properties with 10 or more units must be conducted by a licensed Mold Remediator. Small areas of mold growth (less than 25 contiguous square feet) can be cleaned/removed by an owner or by maintenance staff.

My landlord won't do anything about the mold. Who can help me?

Mold issues are typically governed by the lease agreement and treated like other maintenance matters where you would submit a written request to your landlord or property owner. Current Texas law does not require landlords or property owners to inspect for or clean mold.

TDLR cannot advise you on legal issues such as paying rent, requesting to be moved to another unit, breaking your lease, or preventing an eviction. Tenants are encouraged to work with their landlords and property owners to come to mutual agreement about how to deal with a mold situation.

Here are some resources:

- A tenant can try to file a complaint with the local city or county health department. You can find listings of Local Health Departments in Texas at: <http://www.dshs.texas.gov/regions/lhds.shtm>.
- You could contact your City Building Official (Code Compliance). The building official may inspect the unit to determine if it is structurally sound. They may also, in some cases, enforce maintenance provisions of the building code.
- The Texas Office of the Attorney General (OAG) has advice for consumers here: www.oag.state.tx.us/consumer/tenants.shtml.
- For legal assistance, you may wish to contact the State Bar of Texas Lawyer Referral and Information Service: (800) 252-9690.
- Texas Apartment Association, Resources for Renters: <http://www.taa.org/renterinfo>.
- Texas Tenant Advisor: <http://texastenant.org/>
- TDLR consumer mold information sheet: <https://www.tdlr.texas.gov/mld/pdf/CMIS.pdf>

Links

MOLD STATUTE AND RULES:

<https://www.tdlr.texas.gov/mld/mld.htm>

LICENSED TEXAS MOLD ASSESSORS AND REMEDIATORS:

<https://www.tdlr.texas.gov/LicenseSearch/LicenseSearch.asp>

FILE A COMPLAINT REGARDING MOLD LICEN SEES, OR REPORT UNLICENSED ACTIVITIES:

<https://www.tdlr.texas.gov/complaints/>

U.S. CENTERS FOR DISEASE CONTROL (CDC) INFORMATION ABOUT MOLDS:

<http://www.cdc.gov/mold/faqs.htm>

Mold prevention tips

- Use a towel or squeegee to dry off wet surfaces after bathing. Bathtub or showers corners and joints, including tile crevices, are more susceptible to mold growth, so be sure to dry off those surfaces.
- Keep humidity levels as low as you can — no higher than 50% — all day long. An air conditioner or dehumidifier will help you keep the level low.
- Use air conditioner or a dehumidifier during humid months.
- Clean bathroom with mold-killing products.
- Do not carpet bathrooms.
- Quickly clean up and dry any liquids that might get on carpets. (If carpets stay wet, notify the landlord).
- Ensure good air movement in your home: open windows when possible.