

TEXAS RESIDENTIAL LEASE

FIXED-TERM RESIDENTIAL LEASE AGREEMENT

LEASE NO.

EFFECTIVE DATE

This Residential Lease Agreement is entered into under the laws of Texas between the Landlord and Tenant identified below for the dwelling described in this Agreement.

1 THE PARTIES

LANDLORD / OWNER

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

TENANT

FULL LEGAL NAME / ENTITY

ADDRESS

CITY

STATE

ZIP

PHONE

EMAIL

2 PREMISES & OCCUPANCY

Landlord rents to Tenant the dwelling identified below, together with the listed parking, storage, fixtures, and permitted common areas. Only the named tenants and approved occupants may reside there.

STREET ADDRESS / UNIT

CITY

COUNTY

STATE

ZIP CODE

OTHER AUTHORIZED OCCUPANTS

PARKING / STORAGE / FURNISHINGS / INCLUDED AREAS

3 TERM & POSSESSION

The fixed term begins and ends on the dates below. Possession is delivered subject to payment and the terms of this Agreement. Holdover status and any renewal are governed by Texas law and a later written agreement.

LEASE START DATE

LEASE END DATE

POSSESSION / KEY DATE

MOVE-OUT TIME

4 RENT & PAYMENT

Tenant shall pay rent in advance at the place or account stated below. Prorated rent, returned-payment charges, concessions, and lawful late charges are enforceable only as written here and as permitted by law.

MONTHLY RENT (\$)	DUE DAY
<input type="text"/>	<input type="text"/>
PRORATED RENT (\$)	RETURNED PAYMENT (\$)
<input type="text"/>	<input type="text"/>
PAYEE / PAYMENT ADDRESS OR ELECTRONIC METHOD	
<input type="text"/>	
LATE FEE / FORMULA	WHEN LATE FEE MAY BEGIN
<input type="text"/>	<input type="text"/>
RENT CONCESSIONS / CREDITS	
<input type="text"/>	

5 SECURITY DEPOSIT

Tenant shall pay the deposit below. It may be applied only as governing law and this Agreement allow, not as last month's rent. Landlord will provide any required holding notice and return the balance with any required itemization within the legal deadline.

SECURITY DEPOSIT (\$)	DEPOSIT DUE DATE
<input type="text"/>	<input type="text"/>
DEPOSITORY / ACCOUNT / BOND NOTICE (IF REQUIRED)	
<input type="text"/>	

6 UTILITIES & SERVICES

Responsibility for each utility and service is allocated below. Tenant shall timely place assigned utilities in Tenant's name and avoid interruption caused by nonpayment.

ELECTRIC	GAS
<input type="text"/>	<input type="text"/>
WATER / SEWER	TRASH
<input type="text"/>	<input type="text"/>
INTERNET / CABLE	LAWN / SNOW
<input type="text"/>	<input type="text"/>
PEST CONTROL	OTHER
<input type="text"/>	<input type="text"/>

7 TEXAS LANDLORD IDENTITY

The person authorized to manage the Premises and the owner or person authorized to act for the owner for service of process and notices are disclosed below.

ON-SITE MANAGER / MANAGEMENT COMPANY; STREET ADDRESS
<input type="text"/>
OWNER OR OWNER'S AUTHORIZED AGENT; STREET ADDRESS
<input type="text"/>

8 TEXAS LATE-FEE TERMS

A late fee is owed only if this written lease states it, rent remains unpaid after two full days following its due date, and the fee is reasonable. A fee is presumed reasonable if it does not exceed 12% of monthly rent for a structure with four or fewer units or 10% for a structure with more than four units, subject to statutory exceptions.

NUMBER OF UNITS IN STRUCTURE

INITIAL / DAILY LATE FEE

9 TEXAS SECURITY-DEPOSIT RETURN

Subject to lawful deductions and Tenant's surrender and forwarding-address duties, Landlord shall refund the security deposit and provide any required written description and itemized list within 30 days after Tenant surrenders the Premises.

TENANT FORWARDING ADDRESS

10 TEXAS FLOODPLAIN & FLOOD NOTICE

(Landlord) is or is not aware that the dwelling is located in a 100-year floodplain. If neither box is checked, Tenant should assume it is in a 100-year floodplain. Even outside such a floodplain, it may be susceptible to flooding. FEMA provides free address-searchable flood maps. Most tenant policies do not cover flood loss; Tenant should seek flood coverage. Landlord also states whether the dwelling flooded at least once within the five years before this lease.

Landlord is aware the dwelling is in a 100-year floodplain:

☐ Yes

☐ No

Landlord is aware the dwelling flooded within the last five years:

☐ Yes

☐ No

KNOWN FLOOD DATE(S), LOCATION AND DAMAGE

LANDLORD SIGNATURE

TENANT SIGNATURE

PRINT NAME

DATE

PRINT NAME

DATE

11 USE, GUESTS & RULES

The Premises are for residential use only. Tenant shall not create a nuisance, engage in unlawful activity, damage the property, or violate lawful rules. Guests, pets, smoking, parking, and alterations are governed below.

GUEST / OCCUPANCY LIMITS

PETS / SMOKING / PARKING / OTHER RULES

12 CONDITION, MAINTENANCE & REPAIRS

Tenant accepts the Premises subject to the move-in record, shall keep it reasonably clean and safe, promptly report unsafe or damaging conditions, and pay for damage caused by Tenant, occupants, or guests beyond ordinary wear. Landlord shall perform non-waivable duties imposed by law.

REPAIR / EMERGENCY REPORTING CONTACT

13 ENTRY, INSURANCE & CASUALTY

Landlord may enter only as this Agreement and law permit, including for repairs, inspection, emergencies, or lawful showing. Tenant is responsible for personal property and is encouraged or required as stated below to maintain renters insurance. Casualty rights remain subject to governing law.

ORDINARY ENTRY NOTICE

RENTERS INSURANCE LIMIT

INSURANCE / CASUALTY TERMS

14 ASSIGNMENT, DEFAULT & REMEDIES

Tenant may not assign or sublet without required written consent. On breach, the nonbreaching party may use notices and remedies allowed by law. No self-help eviction, waiver of habitability, or other prohibited remedy is authorized.

ADDITIONAL NOTICE / CURE TERMS

15 NOTICES & GOVERNING LAW

Notices shall be delivered to the contacts below by a method permitted under Texas law. This Agreement is governed by the law where the Premises are located.

LANDLORD NOTICE ADDRESS / EMAIL

TENANT NOTICE ADDRESS / EMAIL

16 GENERAL TERMS

This Agreement and its attached addenda are the entire agreement. A change must be in a writing signed by the parties. If a provision is unenforceable, the remainder survives. Waiver of one breach is not a waiver of another. Notices must be written and delivered by a method allowed by governing law. Electronic signatures and counterparts are permitted to the extent allowed by law.

17 LEAD-BASED PAINT DISCLOSURE (complete for pre-1978 housing)

LEAD WARNING STATEMENT: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Construction date:

☐ Before 1978 ☐ 1978 or later ☐ Unknown

Landlord's knowledge of lead hazards:

☐ Known hazards disclosed below ☐ No known lead hazards

KNOWN LEAD-BASED PAINT / HAZARDS (LOCATION AND CONDITION)

Records and reports:

☐ Provided to Tenant ☐ No records or reports available

RECORDS / REPORTS PROVIDED

- ☐ Tenant acknowledges receipt of all listed information and records.
- ☐ Tenant acknowledges receipt of the EPA pamphlet Protect Your Family From Lead in Your Home.
- ☐ Agent, if any, has informed Landlord of the landlord's federal disclosure duties and is aware of the duty to ensure compliance.
- ☐ The parties certify that the information above is true and complete to the best of their knowledge.

LANDLORD SIGNATURE

PRINT NAME

DATE

TENANT SIGNATURE

PRINT NAME

DATE

18 ADDITIONAL TERMS

The parties may state additional agreed terms below. Any handwritten change should be initialed by all parties.

ADDITIONAL TERMS / SPECIAL PROVISIONS

By signing below, each party acknowledges that they have read and understood this Agreement and agree to be bound by all of its terms as of the Effective Date.

LANDLORD / OWNER SIGNATURE

PRINT NAME

DATE

TENANT SIGNATURE

PRINT NAME

DATE