

# Texan Properties LLC

3112 Windsor • Box 397 • Austin, TX 78703  
(512) 537-3070

## 1. Residency and Financials

### 1.1 PARTIES AND OCCUPANTS

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This Lease Contract is between you, the undersigned resident(s):

[REDACTED]

and us,

Texan Properties LLC ,

agent for owner.

You've agreed to rent the property located at

5117 North Lamar Blvd.

[REDACTED]

Austin, TX 78751

Number of Months:

12

Other Occupants:

None

Furnished/ Unfurnished:

Non Furnished

for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner/agent listed.

The apartment will be occupied exclusively by the resident(s) listed above. The Owner/Agent must approve unauthorized occupants living in the premises for longer than 7 consecutive days.

### 1.2 LEASE DURATION

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The terms of this tenancy shall commence on 08/01/2025 and end on 07/31/2026 , save any changes made pursuant to law, until terminated.

### 1.3 RENTS AND CHARGES

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You shall pay \$2,695.00 per month for rent. Lease is based on full and equal months of rent. The first month's rent in the amount of \$2,695 shall be due upon lease signing and shall not be prorated.

Every month thereafter, you must pay your rent on or before the 1st day of each month with 3 days of grace period. The following late fees will apply for payments made after the grace period:

Late fee rule: \$100.00 Flat Fee

Daily late fee: \$15.00

A charge of \$100 will apply for every returned check or rejected electronic payment plus the amount of any fees charged to the Owner/Agent by any financial institution as a result of the check not being honored, plus any applicable late fee charges. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized.

We may change the terms of this lease in accordance with applicable law, including rent increases and other modifications to the terms of the contract.

## 1.4 SECURITY DEPOSIT

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The total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$1,000.00 plus n/a Renewal for Deposit Sure\*, due on or before the date this Lease Contract is signed. We will hold the security deposit for the term of the tenancy and, upon termination of the tenancy, reserve the right to use the security deposit, or portions thereof, to cover any charges related to your performance of this Lease Contract, including, but not limited to, cleaning, repair of damages, unpaid rent, late fees, and returned check fees.

## 1.5 UTILITIES

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We'll pay for the following utilities:

None

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. We do not guarantee or warrant that there will be no interruption of utility service. You shall contact the utility service provider in the event of an interruption of service. If your electricity is ever interrupted, you must use only battery-operated lighting.

## 1.6 INSURANCE

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We do not maintain insurance to cover your personal belongings or personal injury. You assume all liability for personal injury, property damage or loss, and insurable risk. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

You are required to purchase a legal liability insurance policy. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. Therefore we are requiring resident to sign an insurance addendum for a legal liability insurance policy for a \$12 monthly fee that will be charged to tenant ledger monthly.

## 1.7 KEYS AND LOCKS

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You will be provided the following keys: n/a Renewal

Front door (If there are garage remotes, mail keys, or any other entry devices, these will be provided to you upon move in as well)

All deadlocks, keys, window latches, doorknobs and any additional device required by local government ordinance, will be in working order when you move in.

You shall be liable for the entire cost all of key and lock replacements. You shall not change the locks or add a deadbolt lock without our written consent.

All keys must be returned to us when you vacate the unit. You will be charged for the cost of new locks and keys that are not returned.

## 1.8 FINANCIAL RESPONSIBILITIES OF ALL PARTIES

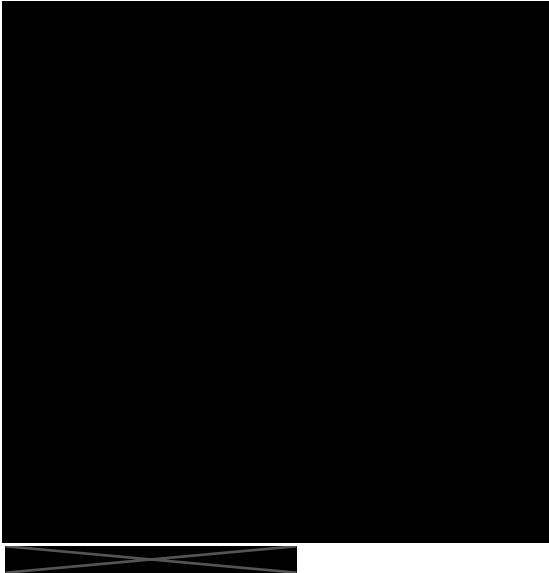
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All named parties and all guarantors on file are to share the full liability and responsibility of this single lease contract.

All tenants are jointly and severally responsible for the full amount of rent and all other monthly charges billed under the lease agreement. Payment of the balance is due in full each month. If any portion is unpaid, ALL tenants are responsible for that balance.

All guarantors are jointly and severally responsible for the full amount of rent and all other monthly charges billed under the lease agreement. Guarantors will be contacted to make payment in the event any balance of the monthly liability is not paid by the tenant(s).

By initialing below, you acknowledge and agree to the terms in Section 1.



## 2. Policies and Procedures

### 2.1 COMMUNITY POLICIES OR RULES

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You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community. All units are non-smoking units.

### 2.2 RESIDENT SAFETY AND LOSS

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You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contact.

#### **Casualty Loss**

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

#### **Smoke Detectors**

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

#### **Safety and Crime Free**

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

### 2.3 PARKING

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You will park on the property at your own risk. You must have a visible parking permit at all times. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia,

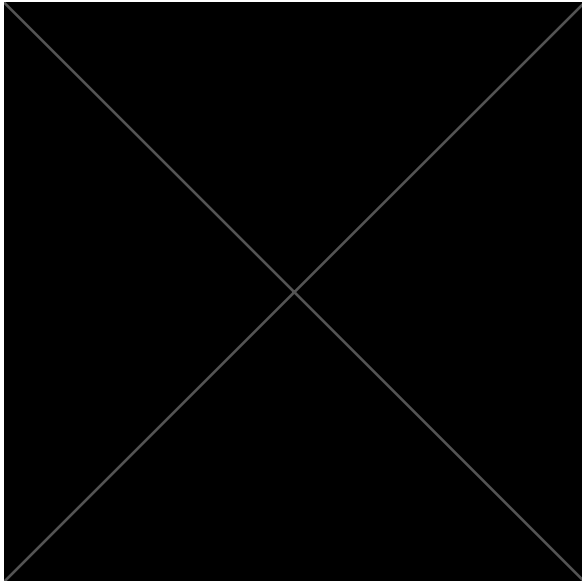
block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes. We are not responsible for vehicles towed for any reason. There is a \$100 fee for a replacement parking pass.

## 2.4 PETS

Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

By initialing below, you acknowledge and agree to the terms in Section 2.



## 3. Responsibilities

### 3.1 CONDITION OF PREMISES AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You shall maintain the premises in good, clean and tenantable condition throughout the tenancy. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. You may not paint or make any permanent alteration without our written consent.

### 3.2 REQUESTS, REPAIRS, MALFUNCTIONS

You shall report any damage or problem immediately upon discovery or you may be held responsible for the cost. Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to the property, or your health, or safety. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work

### 3.3 RIGHT OF ENTRY AND INSPECTION

We have the right to enter the premises at all reasonable hours, with proper notice, for the purpose of inspection, responding to your request, making repairs and/or preventative maintenance, pest control, showing to prospective residents, buyers, loan officers or insurance agents, and for any emergency situations that may arise. Failure to allow entry for us or our representative could result in fines.

### 3.4 MOVE-OUT

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You will give us a written notice with your intent to vacate on or before 30 (thirty) days prior to the date of expiration of the Lease Contract. In such notice, you will include your forwarding address.

Surrender, abandonment, and eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove property left in the apartment. Surrender, abandonment, and eviction affect your rights to property left in the apartment. Surrender, abandonment, and eviction do not affect our mitigation obligations.

#### **Cleaning**

You must thoroughly clean the unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

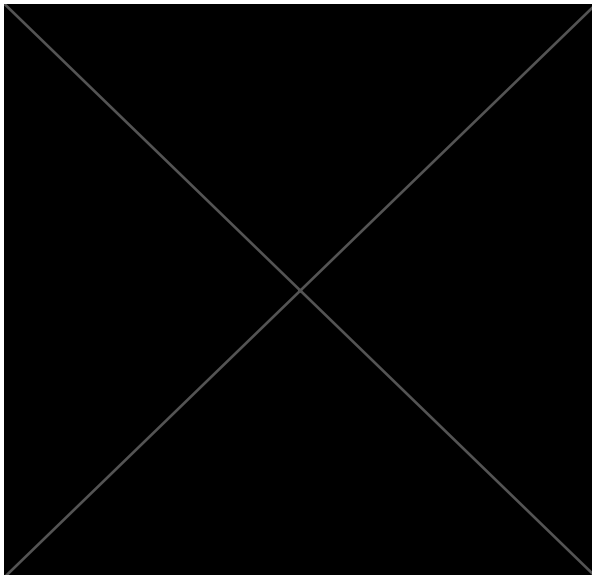
#### **Charges**

You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or other damages, excluding ordinary wear and tear; replacement cost of our property that was in or attached to the apartment and is missing; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles; animal-related charges; government fees or fines against us for violation (by you, your occupant, or guest) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

#### **Deposit Refund**

We'll mail to you at your last known address your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 (thirty) days after the Lease Contract termination and delivery of possession to us.

By initialing below, you acknowledge and agree to the terms in Section 3.



## 4. General Clauses

### 4.1 RELEASE FROM LEASE CONTRACT

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Unless you're entitled to terminate this Lease Contract, you won't be released from this Lease Contract for any reason, including, but not limited to, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

#### **Military Personnel Clause**

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the Armed Forces of the United

States. You must give us written notice of termination, thirty (30) days before the termination date. You must provide us with proof that you qualify for this limited exception.

### **Replacements and Subletting**

Replacing a resident, subletting, or assignment is allowed exclusively with our written consent and approval. There is a \$500.00 Replacement and Subletting fee that must be paid in advance by the exiting tenant.

If we approve a replacement resident, at our option, the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or the remaining and replacement residents must sign an entirely new Lease Contract.

## **4.2 DEFAULT BY RESIDENT**

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You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: failure to pay rent or other amounts that you owe when due; you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, or engages in dangerous behavior, regardless of whether or where arrest or conviction occurs; you abandon the apartment; you give incorrect or false answers in rental application or you provide false or fraudulent documentation requested by us; you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense; any illegal drugs or paraphernalia are found in your apartment; you or any guest or occupant engages in any prohibited conduct; or you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. If you are in default for any reason, we may file a suit for Lease Contract termination after giving you three (3) days written notice of Lease Contract termination. Such notice will state that your Lease Contract will terminate three (3) days of your receipt of the notice, unless the breach is remedied within the three (3) day period.

### **Holdover**

You or any occupant, invitee or guest must not hold over beyond the date contained in your move-out notice to vacate (or beyond a different move-out dated agreed to by the parties in writing). If a holdover occurs, then we shall be entitled for damages for the hold-over period plus any expenses incurred due to the breach of this condition of the Lease Contract.

### **Other Remedies**

If your rent is delinquent, you immediately forfeit all rights to occupy the apartment any longer, and if you have not vacated the unit by the date specified in the Lease Contract termination notice, you are guilty of a misdemeanor. Each day of your unlawful presence in the apartment constitutes a separate offense. We may report unpaid amounts to credit agencies. Upon your default and early move-out, you will pay us any amounts stated to be rental discounts, in addition to other sums due. Upon your default, we have all other legal remedies, including suit for Lease Contract termination, possession, damages, rent, and all other monies due. We may turn any returned checks over to law enforcement officials for prosecution according to law.

## **4.3 CONTRACT TERMINATION AND DISPUTE**

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This Lease Contract may only be amended, waived, or terminated by our representatives in writing. Any oral promises, representations or agreements by our representatives shall not be considered legally binding. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written notice requirement, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.

### **Waiver of Jury Trial**

To minimize legal expenses and, to the extent allowed by law, you and us agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.

### **Force Majeure**

We shall be excused from performance of obligations if we are prevented from fulfilling such obligations by an act of God, strikes, pandemics or epidemics, war, acts of terrorism, riots, or other occurrence, which is beyond our control.

By initialing below, you acknowledge and agree to the terms in Section 4.

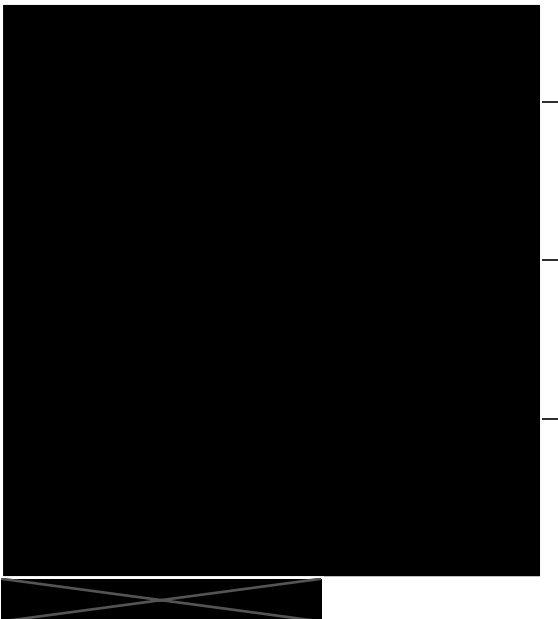


## 5. Sign and Accept

### 5.1 ACCEPTANCE OF LEASE

This is a legally binding document. By typing your name, you are consenting to use electronic means to (i) sign this contract (ii) accept lease agreement and addenda. You will receive a printed contract for your records.

By initialing below, you acknowledge and agree to the terms in Section 5.



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## 6. Required insurance

### 6.1 REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

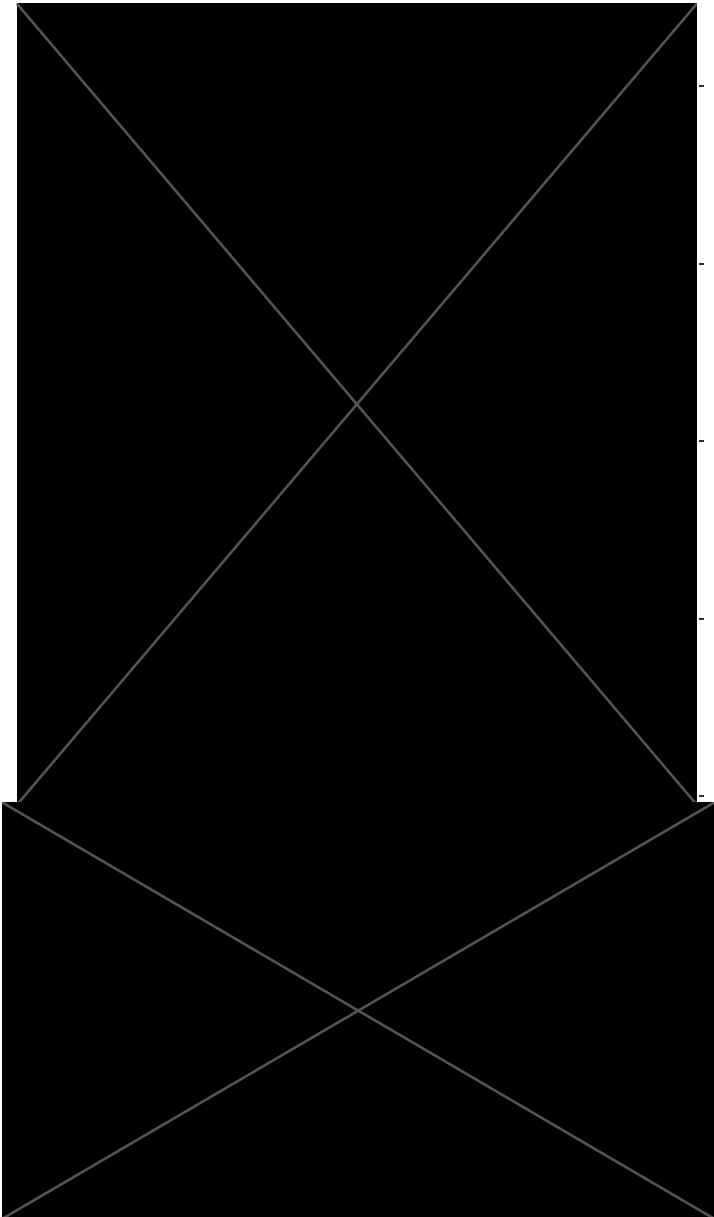
Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force-placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

1. LLIP is designed to fulfill the insurance requirement of the Lease. Lessor is the Insured under the LLIP. This is single-interest forced placed insurance. Lessee is not an Insured, Additional Insured, or beneficiary under the LLIP. All loss payments are made to the Lessor.
2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by the Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
5. Licensed insurance agents may receive a commission on the LLIP.
6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$10.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of One dollar and fifty cents Dollars (\$1.50) to be retained by the Lessor for processing and handling will be charged.
7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
8. It shall be the Lessee's duty to notify the Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner". Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

By signing below, you acknowledge and agree to the terms in Section 6.



# Texan Properties LLC

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## 7. Texan Properties Rules & Regulations

### 7.1 RULES AND REGULATIONS

These Rules & Regulations supersede any and all conflicting provisions in the Lease Contracts. These rules and regulations are an agreement between Resident, herein referred to as "Resident", and Texan Properties, LLC., herein referred to as "Agent". All units are non-smoking units.

#### 1. **PLUMBING STOPPAGES:**

Resident shall be responsible for all plumbing stoppages regardless of incident.

#### 2. **PEST CONTROL:**

Agent does not provide pest control service; pest control is the responsibility of Resident unless regular pest control is otherwise contracted for as designated in the lease contract.

#### 3. **PETS:**

All pets are prohibited unless a written pet agreement has been executed between Resident and Agent. In the event an unauthorized pet is discovered on property, regardless of incidence, all security deposits shall be automatically forfeited to Agent along with a \$500.00 pet violation fine per animal. In the event a pet agreement does exist between Resident and Agent, automatic \$250.00 pet fee shall be debited from security deposit at time of disposition.

#### 4. **PARKING:**

Agent is not responsible for any of the following:

- a) Towing of any vehicles regardless of incidence.
- b) Location, number of spaces, and dimensions of parking spaces.
- c) Assignments or permits for parking spaces.
- d) Replacement of permit is \$125.00 each.

#### 5. **REPAIRS AND MAINTENANCE:**

a) Notwithstanding the lease contract, all repairs and maintenance shall be billed to Resident if determined by Agent or Agent's contractor that such repairs and maintenance are deemed necessary, due to Resident negligence, misuse or abuse, or if repairs are deemed necessary because outlined procedures in lease agreement have not been diligently exercised by Resident.

b) Residents shall request repairs and maintenance online through tenant portal. Agent shall be permitted a grace period of sixty (60) days to complete said repairs and/or maintenance.

c) Repairs or maintenance performed and authorized by Resident without prior written approval of Agent will not be reimbursed to Resident under any circumstances.

d) Agent shall charge Resident to have the unit's carpet professional cleaned and maid service upon move-out unless otherwise deemed unnecessary in Agent's opinion. Work will be performed by Agent's vendors and charged to your account (per move out charge addendum).

e) Resident is responsible for replacing HVAC filters in the unit. Requests through maintenance will be performed at the cost of a trip charge (\$55) plus the cost of the filter.

f) Resident is responsible for replacing light bulbs in the unit. Requests through maintenance will be performed at the cost of a trip charge (\$55) plus the cost of the bulbs. \*\*Resident is NOT responsible for replacement of any bulbs in high vaulted ceiling, but are responsible for replacement of all other bulbs in the unit.

g) Resident is responsible for cleaning out the Dryer lint filter screen after every Dryer cycle.

h) Resident is responsible for the replacement of refrigerator water filters (where applicable).

#### 6. **GENERAL POLICIES AND DISCLOSURES:**

a) Resident acknowledges if any portion of the rent is delinquent three (3) or more days, Agent may install a lock-out device.

b) Agent reserves the right to show property to prospective sale or lease prospects with prior notice, oral or written, at any time during the lease term, or any extensions thereof. Any person named on the lease may have a phone number and/or email address made available for marketing purposes. The tenant cannot refuse entry to the unit at any time during the lease contract, for prospective tenants or agents, management, or any agent acting for either of the previously mentioned. All units are available for showing until leased for the next year.

c) If Resident is ever locked out and Agent is summoned to unlock door after normal business hours, Resident must pay a \$250.00 lockout fee. Residents may elect to contact and pay for a professional locksmith if, and only if, management is unable to respond. If locks are ever re-keyed, Resident is obligated to supply to management no less than three (3) copies of said keys within three (3) calendar days.

d) **Security of premises or any common areas is neither expressed nor implied by Agent. Agent shall be held harmless and assumes no**

responsibility or liability from any and all claims arising from any occurrence to Resident, Resident's invitees, or Resident's personal property. Further, agent strongly recommends that resident follow the Security Guidelines addendum. Moreover, it is strongly urged that Resident resolves any questions or uncertainties regarding the security guidelines prior to executing the lease contract.

e) Agent assumes no responsibility or liability arising from any occurrence to Resident, Resident's invitees, or Resident's personal property for the functional accuracy, operation, or monitoring of any existing or installed controlled access or limited controlled access entry systems.

f) Agent assumes no responsibility or liability from any and all claims arising from any occurrence to Resident or resident's guest for any personal property, glass breakage and acts of vandalism. Agent requires that Resident obtain rental insurance coverage.

g) It is a Resident responsibility to obtain a complete inventory of furniture if a unit is leased through Agent and is represented to be furnished or partially furnished. Agent shall not be held liable for condition, replacement, or moving of furniture, regardless of incident.

h) If any TV or ice-maker malfunctions and/or fails, Agent shall not be responsible to repair or replace it.

i) Agent represents the owner in all lease and all sales transactions, unless otherwise disclosed.

j) Agent and/or it's principal(s) may be acting as a principal(s) in lease and sales transactions.

k) Smoking in all common areas is strictly prohibited.

l) Guests are permitted no longer than a duration of 7 days. Any guest(s) staying longer than this duration are subject to being added to the lease and responsible for additional occupancy fees, and any other related costs as deemed necessary by Agent.

#### 7. HOMEOWNER ASSOCIATION RULES & REGULATIONS (IF APPLICABLE):

a) Resident acknowledges receipt of or waives the right to receive the current Homeowner Association Rules and Regulations and agrees to abide thereby. Resident agrees that any fines levied by the Homeowners Association or Agent against Resident or Resident's guest shall be Resident's sole responsibility, and Resident agrees to indemnify Agent from any such fines. If Agent is charged for any such fines, they shall be due and payable immediately to Agent.

b) Resident agrees to abide by the following rules in the absence of Homeowner Association Rules and Regulations and agrees to fines for such violations as follows:

- 1) \$ 50.00 Fine for each trash bag or debris left outside of the leased premises.
- 2) \$ 100.00 Fine for disturbances reported to the Agent's management office.
- 3) \$ 75.00 Fine for bicycles locked or chained to railings, gates, fences, or posts.
- 4) \$ 1000.00 Fine for possession of unauthorized barbecue grill, if applicable.
- 5) \$ 1000.00 Fine for unauthorized access on roof.

#### 8. EMERGENCY PROCEDURES:

In the event of **property threatening emergencies only**, call our 24 hour emergency maintenance person at (512) 632-2459. Call 911 for life threatening issues or if police, fire, or ambulance services are needed.

9. The following documents, **whether received at the signing of the prelease OR upon actual move-in**, are part of the lease contract and **SHALL NOT** be construed as documents which, in any manner, substantially or materially alter the terms of said lease contract:

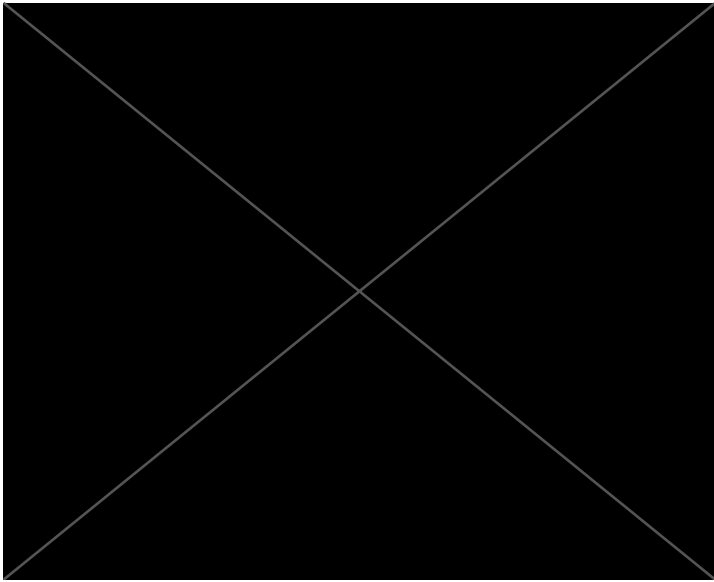
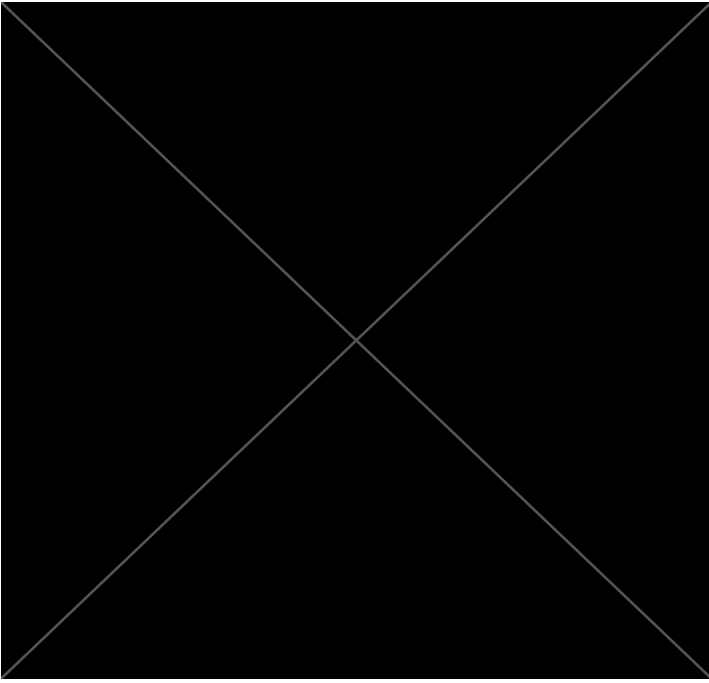
- Agent Rules or Policies
- Bed Bug Addendum
- Mold Addendum
- Security Addendum
- Water Allocation Addendum
- Trash Recycling Addendum
- Deposit Sure/Camera/Guaranty of Lease Addendum
- Limited Liability & Security Addendum
- Association Regulations
- Notice of Intent to Move Out Form
- Move Out Checklist
- Inventory & Condition Form

**THE ABOVE-LISTED ITEMS ARE PART OF THE LEASE CONTRACT AND THEREFORE, THEY ARE CONTRACTUALLY BINDING UPON LEASE COMMENCEMENT DATE.**

10. The Application Deposit will not be credited to the required Security Deposit until the commencement date.

11. This is a binding addendum to the lease agreement. Read carefully before signing. The terms of this addendum shall take precedence over any conflicting provision in the lease contract. In case any one or more of the provisions in this addendum should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this addendum shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. By signing below, we the Residents unequivocally acknowledge receipt and accept these rules and regulations

By signing below, you acknowledge and agree to the terms in Section 7.



# Texan Properties LLC

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## 8. Bed Bug Addendum

### 8.1 BED BUG INFORMATION

1. Addendum. This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is: Texan North Campus (name of apartments) or other dwelling located at 5117 North Lamar Austin, TX 78751

2. Purpose. This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

3. Inspection and Infestations. We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling. You represent and agree that you have read the information about bed bugs provided by us and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property or possessions. You represent and agree that you have (or will, prior to lease commencement) fully disclosed to us any previous bed-bug infestation or issue that you have experienced. If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs.

4. Access for Inspection and Pest Treatment. You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

5. Notification. You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; AND
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

6. Cooperation. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

7. Responsibilities. You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract. 8. Transfers. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction. Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This addendum outlines your responsibility and potential liability when it comes to bed bugs. It also gives you some important information about them. You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place. You are legally bound by this document. Please read it carefully.

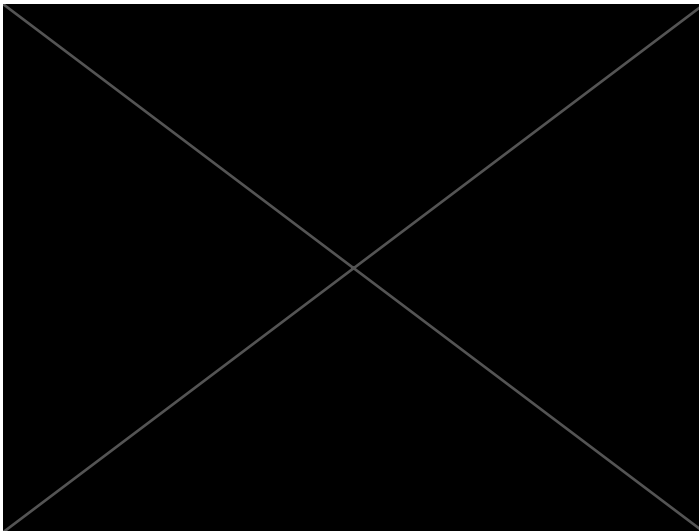
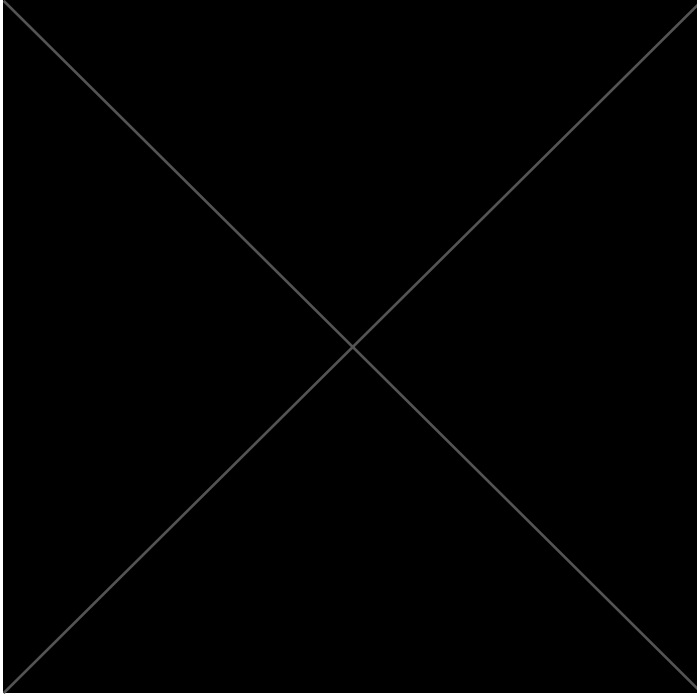
BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS,

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.

By signing below, you acknowledge and agree to the terms in Section 8.



# Texan Properties LLC

3112 Windsor • Box 397 • Austin, TX 78703  
(512) 537-3070

## 9. Mold Addendum

### 9.1 MOLD

1. Addendum. This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent. That dwelling is: at Texan North Campus (name of apartments) or other dwelling located at 5117 North Lamar Austin, TX 78751

2. About Mold. Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would all be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. Mold can grow inside a dwelling when excess moisture is present. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

3. Preventing Mold Begins with You. To minimize the potential for mold growth in your dwelling, you must:

- Keep your dwelling clean—particularly the kitchen, the bathrooms, carpets, and floors. Regular vacuuming and mopping of floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.

- Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines— especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. Also when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It's also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.

- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as necessary.

4. Avoiding Moisture Buildup. To avoid mold growth, it's important to prevent excess moisture buildup in your dwelling. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as: (1) rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level; (2) overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines; (3) leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks; (4) washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking; (5) leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and (6) insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

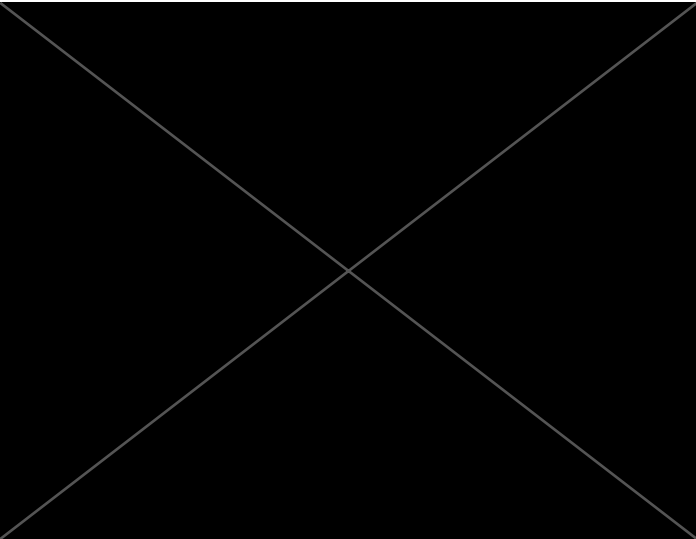
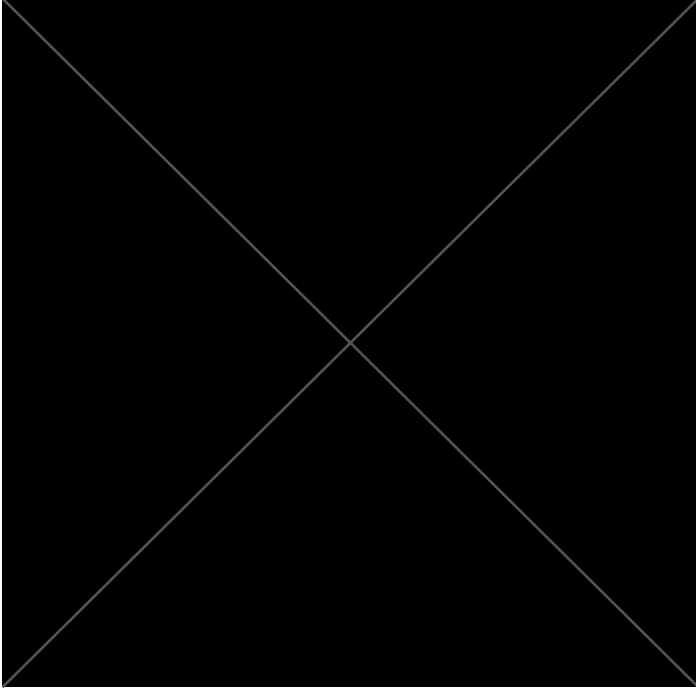
5. Cleaning Mold. If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant® , Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

6. Warning for Porous Surfaces and Large Surfaces. Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

7. Compliance. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth.

If you have questions about this addendum, please contact us at the management office or at the phone number shown in your Lease Contract. If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them. You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

By signing below, you acknowledge and agree to the terms in Section 9.



# Texan Properties LLC

3112 Windsor • Box 397 • Austin, TX 78703  
(512) 537-3070

## 10. Security Addendum

### 10.1 TENANT SECURITY GUIDELINES

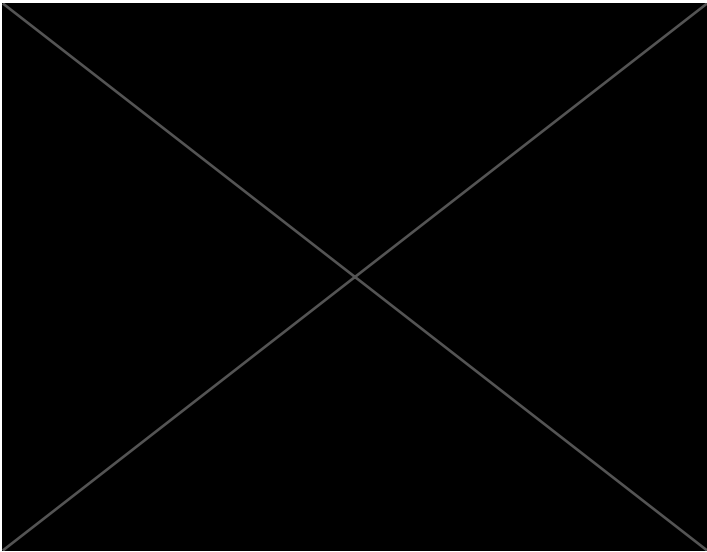
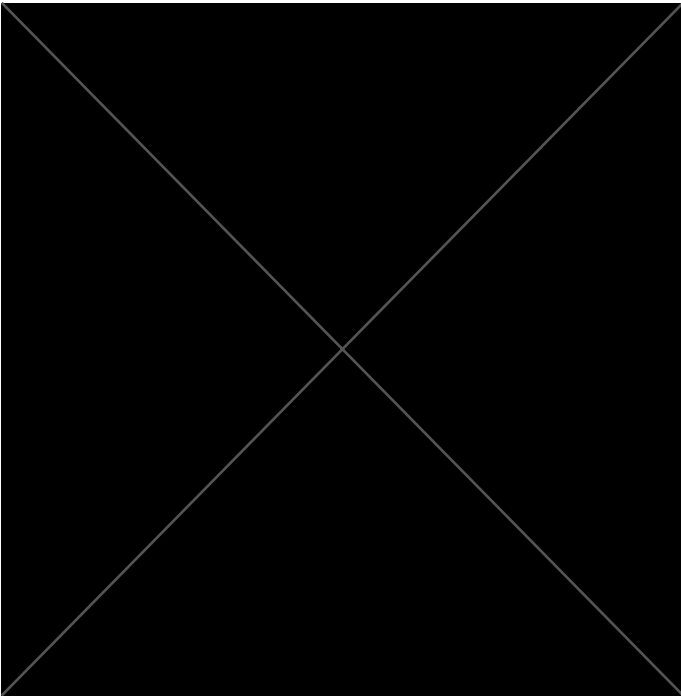
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1. Addendum. This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is: at Texan North Campus(name of apartments) or other dwelling located at 5117 North Lamar Austin, TX 78751 where dwelling is located.

2. Security Guidelines. We disclaim any expressed or implied warranties of security. We care about your safety and that of other occupants and guests. No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you perform as a matter of common sense and habit. Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.
- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure locks, latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt in your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot or welcome mat. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with the Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices, smoke alarms and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.

By signing below, you acknowledge and agree to the terms in Section 10.



# Texan Properties LLC

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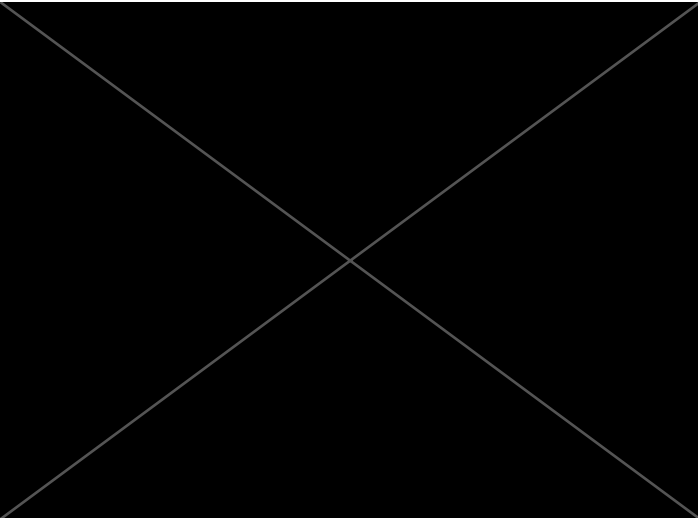
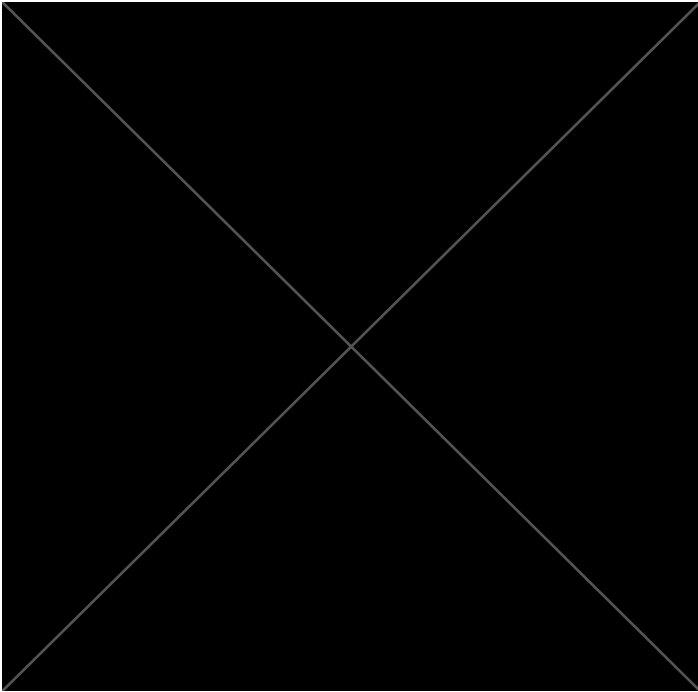
## 11. COMMON AREA UTILITIES ALLOCATION

### 11.1 ALLOCATION FOR COMMON ELECTRIC, TRASH AND WATER/WASTE WATER

LEASE ADDENDUM FOR ALLOCATION OF COMMON AREA UTILITIES. ELECTRIC, TRASH, WATER/WASTE WATER AND OTHER CITY UTILITY FEES

1. Addendum. This is an addendum to the Lease Contract for Apt. No. 301 in the Texan North Campus in , Austin Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. Reason for allocation. When common area electric, trash and water/wastewater bills are paid by the property owner, residents have no incentive to conserve. This results in a waste of our state's natural resources and adds to the overhead of the property—and that means higher rents. Allocation of utilities saves money for residents because it encourages you to conserve.
3. Allocation procedures. Your monthly rent under the Lease Contract does not include a charge for common area utilities such as electric, trash and water/wastewater and other city fees. Instead, you will be receiving a separate bill from us each month for these common utilities. We may include this item as a separate and distinct charge. We will allocate the monthly common area utilities in the apartment community based on an allocation method using a combination of actual occupancy and square feet of the apartment.
4. Your payment due date. Payment of your allocated utilities is due 10 days after the date it is billed to your ledger and emailed to you. You agree to make payment no later than 10 days after billing. You will pay a late charge of 5 percent if we don't receive timely payment.
5. Previous average. The average monthly bill in the previous calendar year was approximately \$50 per bedroom varying from of \$25 to \$75 for the lowest to highest month's bills for any unit in the apartment community for this period. These are only averages, and your monthly bill may not always fall within average range. The above amounts do not reflect future changes in providers billing rates, weather variations, total consumption or changes in residents' habits
6. Conservation efforts. We agree to use our best efforts to make repairs inside or outside your apartment as soon as possible after learning of them. You agree to use your best efforts to conserve.

By signing below, you acknowledge and agree to the terms in Section 11.



# Texan Properties LLC

3112 Windsor • Box 397 • Austin, TX 78703  
(512) 537-3070

## 12. Deposit Sure/ Camera/Guaranty

### 12.1 REDUCED SECURITY DEPOSIT PROGRAM

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Deposit Sure is a damage deposit program that allows Texan Properties' residents to have a reduced security deposit during their stay. Deposit Sure will reimburse the landlord in the event the resident does not return the property in good condition. The resident is then required to reimburse Deposit Sure for any damages, loss of rent and related expenses that Deposit Sure paid to your landlord. The cost for this program is a one-time, non-refundable fee of \$100 per resident that must be paid with security deposit when you apply.

### 12.2 CAMERA & VANDALISM

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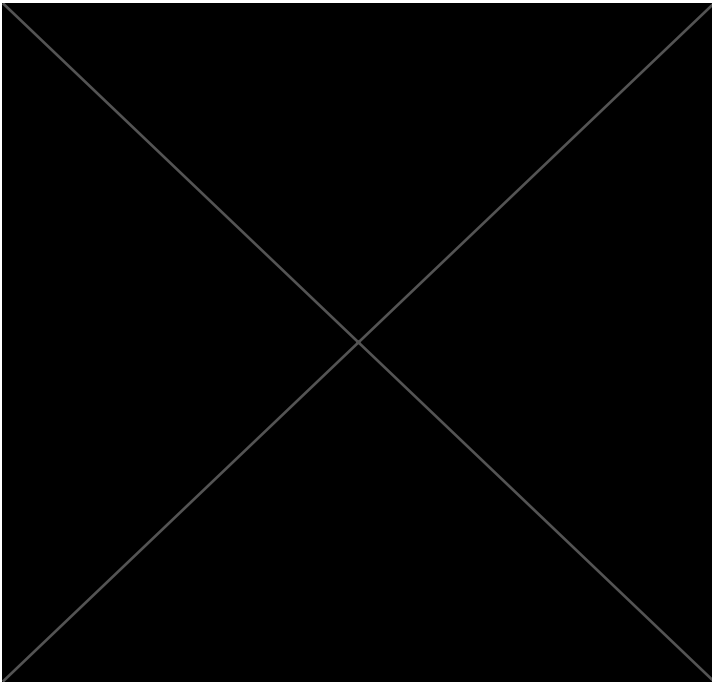
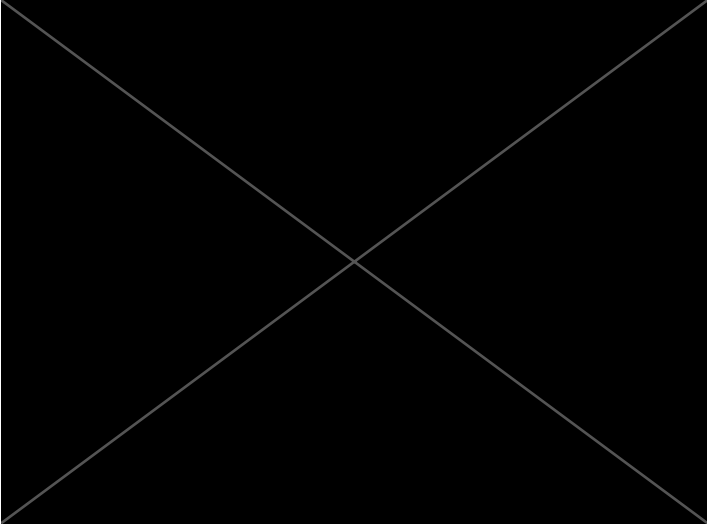
Surveillance cameras may have been installed throughout the property. These cameras record to a DVR in real-time and should not be relied upon for you or your guests' safety or security. The Texan Properties has a zero tolerance policy for vandalism or damage to the premises. Should you or any of your guests damage or vandalize the property shall be grounds for immediate eviction. Please note you are responsible for yourself and your guests' actions. Residents are prohibited from accessing the roof areas. Should you or any of your guest's access the roof areas shall be grounds for immediate eviction. Please note you are responsible for you and your guest's actions.

### 12.3 GUARANTY OF LEASE

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This lease is subject to ALL residents providing an approved guaranty of lease, executed by an approved guarantor. Resident may elect to waive the guaranty of lease by paying the LAST (6) months of their portion of their rent in advance. Should any roommate fail to present a guaranty or pay the last 6 months of rent within 14 days of lease signing, Owner, at Owner's sole discretion may terminate the lease and retain all monies tender as liquidated damages. Residents and owner will then have no further obligation each other. All residents and guarantors are jointly and severally liable for lease contract during residency and any renewals/ extensions thereof.

By signing below, you acknowledge and agree to the terms in Section 12.



# Texan Properties LLC

3112 Windsor • Box 397 • Austin, TX 78703  
(512) 537-3070

## 13. Limited Liability & Security Addendum

### 13.1 LIMITED LIABILITY & SECURITY

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By signing this document, all parties agree to understand implications of not securing renters insurance for unit listed above (see page 1 of lease contract). Texan Properties LLC will not be responsible for any damages caused due to fire, acts of God, or any other instance that may require repairs to interior of property. Tenants will be responsible for any damages caused by the above listed reasons.

We realize that it may be particularly important for you to be aware of whom to contact in case you are in need of security services. Although it is regrettable that we live in a city in which protection from crime is a genuine concern. As you can appreciate, no one can insure your safety;

YOUR SECURITY IS THE RESPONSIBILITY OF THE LOCAL LAW ENFORCEMENT AGENCY AND YOURSELF, therefore you should contact the local law enforcement agency for all of your security of safety needs.

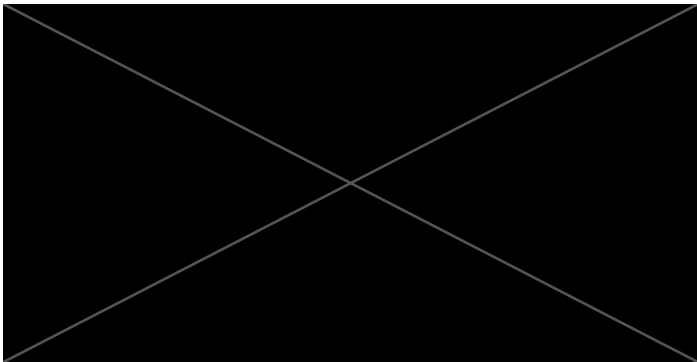
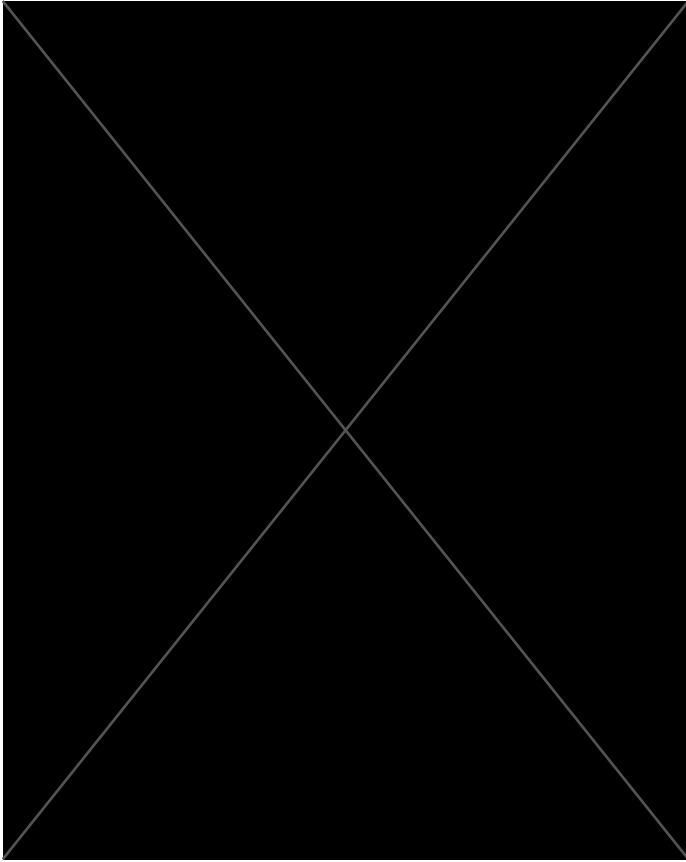
THE OWNER AND THE MANAGEMENT COMPANY OF THE PROPERTY DOES NOT PROVIDE SECURITY FOR RESIDENTS. Any security measures taken by the owner and Management Company are taken solely for the purpose of securing the owner's property.

There is ABSOLUTELY NO GUARANTEE that any efforts by the owner or Owner's agent will in any way increase your personal security or the safety of your family or guests or their respective belongings. Neither owner nor management company takes responsibility for any injury, damage or loss to persons or property, whatsoever which is a result of any problem or failure of any security device, service or other measures or that which is caused by any other person including, but not limited to, theft, burglary, trespass, assault, rape, vandalism or any other crime. In the event that you may be in need of police protection of any kind, you should always contact the local law enforcement agency. Please keep this number easily accessible.

IN THE EVENT OF AN EMERGENCY, YOU SHOULD CALL "9-1-1" WITHOUT DELAY; do not contact the management office or answering service before contacting "9-1-1".

We also require that you contact your insurance agent and maintain insurance coverage for your own person, personal belongings and that of your guests.

By signing below, you acknowledge and agree to the terms in Section 13.



# Texan Properties LLC

3112 Windsor • Box 397 • Austin, TX 78703  
(512) 537-3070

## 14. Notice of Intent To Move Out

### 14.1 INTENT TO MOVE OUT AT LEASE END

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Catherine E. Thomason, Stella G. Pitts, Reagan S. Dias, Lila M. Markey located at  
5117 North Lamar  
Austin, TX 78751

07/31/2026 1. Date of Surrender. Under the Lease Contract, you surrender the dwelling for all purposes (including security deposit refund, cleaning, and all repairs) when any of these events occur:

- Your lease expiration date;
- You turn in all keys and access devices where you pay the rent;
- The move-out date passes and no one is living in the dwelling; OR
- You abandon the dwelling (as defined in the Lease Contract).

All residents and occupants lose their right of possession on the move-out date. Any resident who wishes to remain lawfully in the dwelling unit must sign a new Lease Contract.

2. Changes in Move-Out Date. Under the Lease Contract, you must get our prior written approval to change or retract the move-out date. You may not hold over beyond the above move-out date. If the dwelling is relet to others after we receive this notice, you won't be granted any extensions. We and any new residents must be able to rely on this move-out notice for all purposes.

3. Early Move-Out and Other Lease Contract Violations. Under the Lease Contract, just because our representative gets this notice does not mean that we have approved your early move-out or that you are no longer liable for money that may become due under the Lease Contract. We reserve all contractual and statutory remedies for unauthorized early move-out, including accelerated rent for the remainder of the lease term, reletting charges, late charges, returned-check charges, damages, attorney's fees, contractual lien (unless otherwise prohibited by law), and liability for increased holdover rents and Lease Contract extensions.

4. Holdover. If you stay past the move-out date, you will be subject to increased rent for the holdover period and will incur substantial special damages as outlined in the Lease Contract.

5. Cleaning. Under the Lease Contract, you must leave the dwelling clean. Please follow any written move-out cleaning instructions that we've furnished.

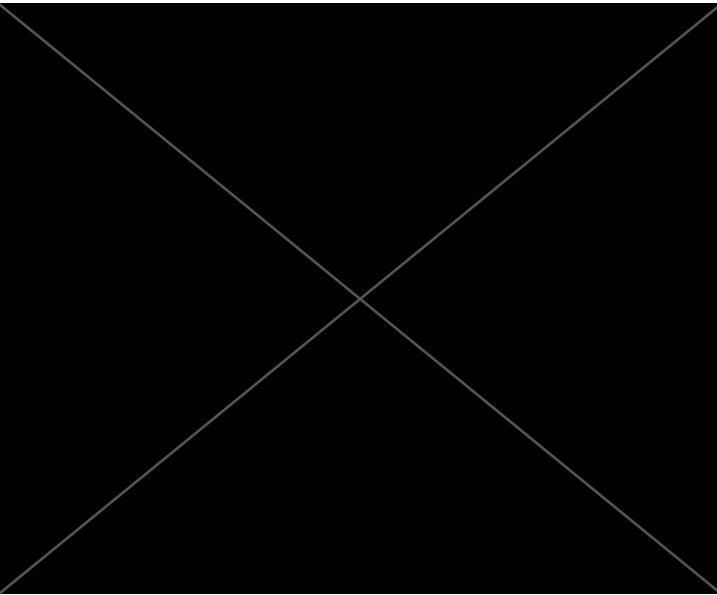
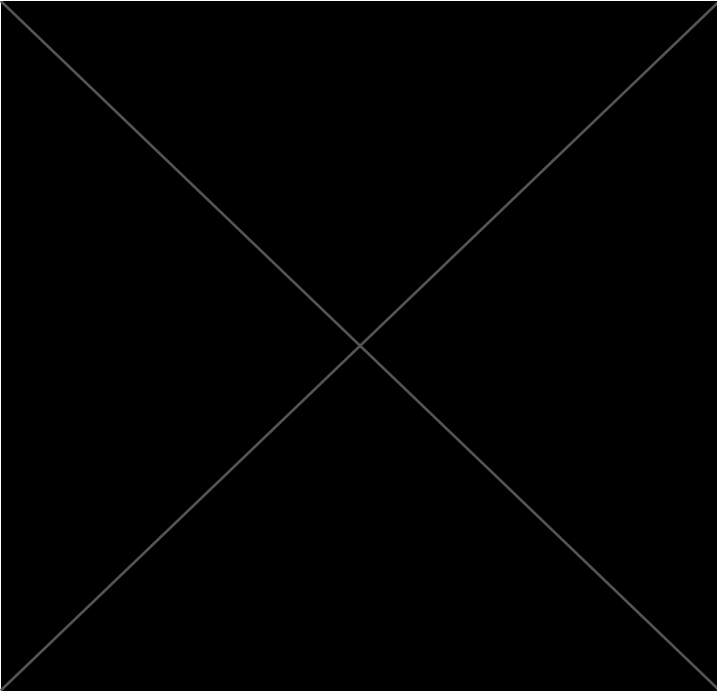
6. Security-Deposit Refund. The check for your security-deposit refund, less any itemized deductions, will be handled as explained in the Lease Contract. If you cause us to have to stop payment on the check and reissue another one, you will be responsible for any bank charges and other expenses we incur. Please provide below the forwarding address of the person or people listed in the Lease Contract.

7. Retaining Receipt. After our representative signs and acknowledges receiving this notice, you should keep the bottom portion of this notice as verification that you gave written move-out notice.

8. Proper Notice. When you use this form, notice from one resident is notice from all, except when a co-resident (other than the terminating resident's spouse or dependent) terminates because of the Servicemembers Civil Relief Act (SCRA), or because of family violence or sexual assault. Your advance notice must be at least the number of days' notice required in the Lease Contract, even if your contract has become a month-to-month lease. If we require you to give us more than 30 days' written notice to move-out before the end of the lease term, we will give you a written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice.

9. Move-Out Inspection. Our representative is not authorized to bind or limit us from charging for necessary repairs, damages, or charges. Any statement or estimate, either by us or by our representative, is subject to our correction, modification, or disapproval before final refunding or accounting.

By signing below, you acknowledge and agree to the terms in Section 14.



# Texan Properties LLC

3112 Windsor • Box 397 • Austin, TX 78703  
(512) 537-3070

## 15. Move Out Checklist

### 15.1 ELECTRICITY FOR MOVE OUT

---

All tenants will be charged \$85 for electricity upon move-out. You are required under Texas Apartment Association rules to provide utility service for vendors performing work in the unit after move-out. You may also leave your utilities on until the 5th day after your move out in lieu of the \$85.

### 15.2 MAID SERVICE

---

Professional maid service is required. Contact Texan Properties for an Approved Vendor list PRIOR to hiring anyone. You also have the option of leaving the unit dirty/as-is, and our service will come in and take care of it after you vacate. \*\*please understand, if there is an area that's missed by you or your own hired cleaning service, maid fees will still apply. The charges to opt out of maid service are as follows:

- Studio - \$150
- 1 Bedroom - \$200
- 2 Bedroom - \$250

Add \$75 per bedroom on units larger than 2 bedroom. Lofts are counted as bedrooms.

### 15.3 CARPET CLEANING

---

Professional carpet cleaning service is required (if you have carpet in the unit). Receipt for services must be emailed to your property manager if you hire a vendor. You also have the option of leaving it unclean and our service will come in and take care of it after you vacate. The charges for services needed are:

- Studio - \$100
- Bedrooms - \$75 each
- Living Room - \$75
- Stairs - \$35 per set
- Hallways - \$35 each
- Pet Stains - \$100 additional per stain
- Other Stains - \$100 additional per stain

### 15.4 WINDOWS, BLINDS - CHARGEABLE ITEMS

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These items are chargeable to your deposit if they are missing or damaged at the time you turn in keys.

- Replace broken window - \$500
- Replace broken patio glass - \$750
- Replace missing/damaged window screen- \$75
- Replace missing/damaged door screen - \$150
- Replace missing/damaged blinds - \$135- \$350 (pending size)
- Replace missing/damaged vertical blind vane - \$25
- Replace missing/damaged blind wand - \$20
- Replace missing/damaged blind valance - \$ 45

### 15.5 PAINTING - CHARGEABLE ITEMS

---

If you live in your unit for one year or less, the entire cost of painting is chargeable to your deposit. Normal wear and tear is defined as 2 or fewer nail holes per wall/per room. Tenant is charged when walls, baseboards, trim, doors, or ceilings have been scuffed, stained, marked, or damaged beyond normal wear and tear.

Paint pricing is for walls only. Any additional coating, trim, baseboards, cabinets, or doors will be charged in addition to the wall base price:

- Studio - \$450
- Living room - \$500
- Bedroom - \$350 (per room)
- Kitchen - \$295
- Hallways - \$295

- Pantry/Laundry - \$250
- Bathroom - \$250
- Remove smoke smell from inside unit - \$1000
- Sheetrock/Drywall Repairs - \$200 minimum

\*\*Any sheetrock repairs must be addressed prior to move out, and through a Texan Properties approved vendor at your expense. Please contact Texan Properties via Maintenance Request and include photos and a detailed description of the affected area(s).

## 15.6 GENERAL MAINTENANCE - CHARGEABLE ITEMS

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You will be charged for all make-ready expenses including any items broken or missing such as any furnishings, fixtures, equipment, light bulbs, smoke detectors including batteries, blinds, curtains, glass, and any other items in the unit.

- Door Replacement, Main Entry - \$500
- Door Replacement, Interior - \$350
- Door Replacement, Exterior - \$450
- Smoke Alarm Replacement - \$35
- Smoke Alarm Battery Replacement - \$10
- Fire Extinguisher Replacement - \$75
- Air Filter Replacement - \$40
- Light Bulb, Regular - \$10
- Light Bulb, Vanity - \$12
- Light Bulb, Halogen - \$15
- Light Bulb, Fluorescent - \$25
- Light Bulb, Appliance - \$15
- Light Globe Replacement - \$25
- Light Fixture Replacement - \$75 - \$200
- Ceiling Fan Replacement - \$200
- Unclog &/or Reset Garbage Disposal - \$30
- Garbage Disposal Replacement - \$200
- Unclog Sink/Tub/Toilet - \$75 per drain
- Cabinet Door Replace/Repair - \$50
- Cabinet Drawer Replace/Repair - \$50
- Shower Rod Replacement - \$35
- Missing/Broken Shower Rod Ends - \$15
- Towel Bar Replacement - \$35
- Towel Ring Replacement \$35
- Toilet Paper Holder Replacement - \$35
- Vanity Mirror Broken/Replacement - \$250
- Air Conditioning Filter Replacement - \$35
- Air Conditioner Coil Cleaning - \$275

## 15.7 TRASH OUT (ITEM REMOVAL)/PETS/EXTERMINATING

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If trash, clothing, furniture, or other items are left in the unit after you vacate, the fee for removal is chargeable to your deposit (This is NOT considered part of the move-out maid service). If we have to exterminate the unit, including for fleas from pets, that is chargeable to your deposit. Charges are as follows:

- \$75 per bag of trash removed
- \$150 per item of furniture removed (includes mattress/box spring/mattress pads)
- \$150 minimum pet treatment for fleas, ticks, or any other pet-related pest
- \$250 minimum exterminating fee for any other pest

## 15.8 KEYS, REMOTES, OPENERS, PERMITS

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Charges are as follows:

- Un-returned unit keys - \$150
- Un-returned mail key - \$125
- Un-returned parking pass (hang tag) - \$50 (sticker permits do not need to be returned.)
- Un-returned remote/garage opener - \$125
- Un-returned entry access fob - \$125

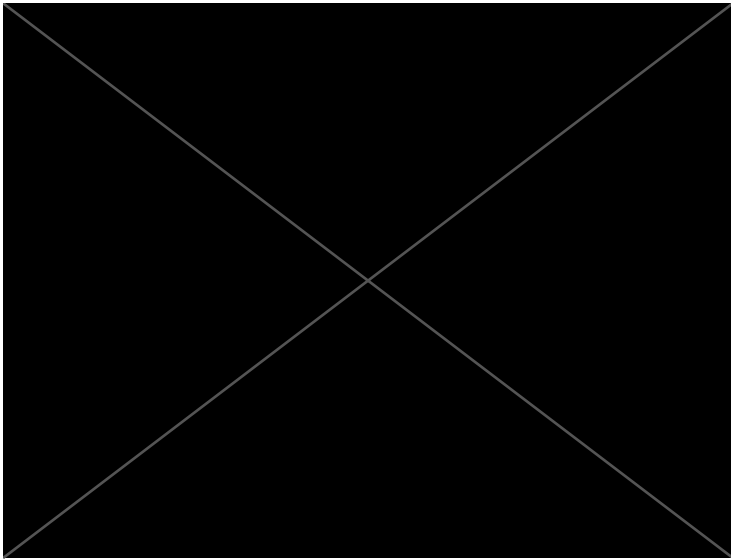
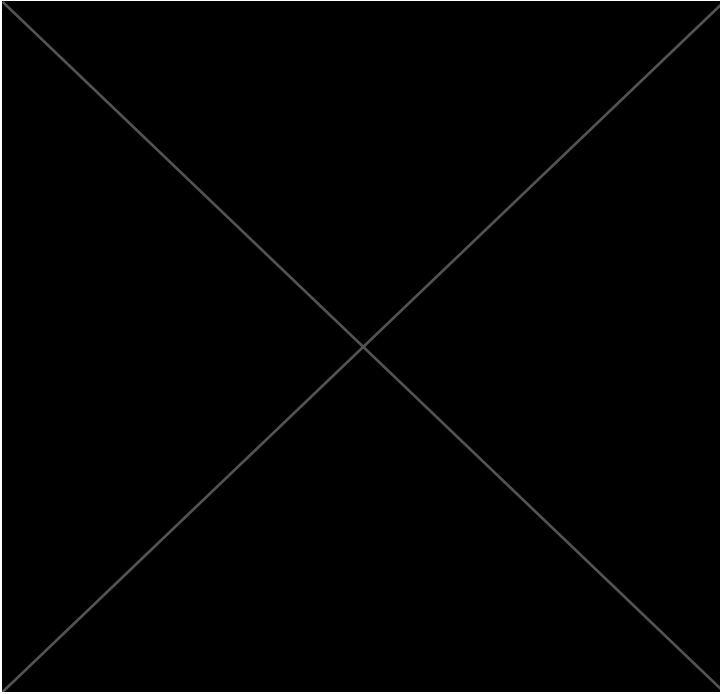
## 15.9 OTHER MOVE OUT ITEMS

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In accordance with your lease contract, we require that your lease term be fulfilled and that a thirty (30) day notice be given prior to lease end. You must be completely moved out on the specified move-out date and return all keys, or you will be liable to pay another full month

rent or a minimum of \$500 for a hold over fee. Your security deposit disposition will be returned within thirty (30) days, provided that a valid forwarding address or direct deposit account is given.

By signing below, you acknowledge and agree to the terms in Section 15.



## Texan Properties LLC

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(512) 537-3070

# 16. Acknowledgement of Move Out Services

## 16.1 ACKNOWLEDGEMENT OF MOVE OUT SERVICES

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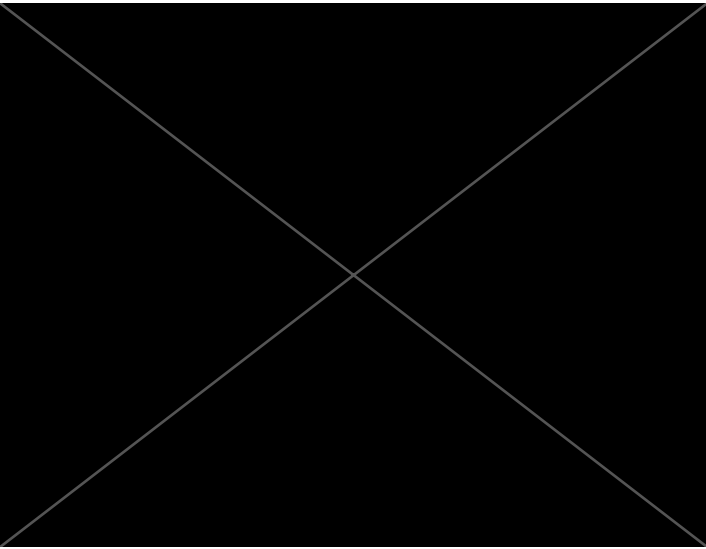
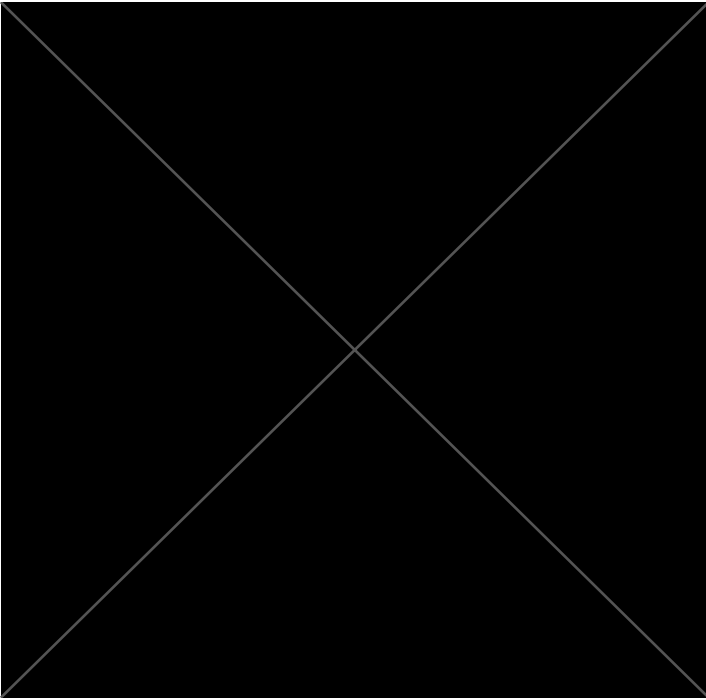
I understand the charges as listed on the previous page. I also understand that if I choose to hire my own maid service or carpet cleaning company, I do so at my own risk and that my account can still be charged these fees if the service is deemed necessary after I vacate. I understand that the charges are a flat rate for my unit size regardless of the amount of work needed.

I understand and acknowledge that any charges made to my account for these services is non-refundable, and that if I have any issue with the results of the inspection, I will need to address those issues with the company I hired and not Texan Properties.

I understand that if I decide to paint any part of the unit myself prior to move out, that I must paint the entire wall, corner to corner. I understand that even small areas require full wall painting, as touch up paint will not match paint that has been previously done, and choosing to touch up the area could result in the wall having to be repainted at my expense.

I understand that Texan Properties has these services available, with the minimum charges listed, so that I do not have to do anything other than move out. I acknowledge that I have read through the charges and fully understand them, and know that Texan Properties does NOT automatically charge anything to the account. All charges on my move out accounting are for services/items that were required at the time I turned in keys and surrendered the unit.

By signing below, you acknowledge and agree to the terms in Section 16.



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## 17. Deposit Disposition

### 17.1 DEPOSIT DISPOSITIONS

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Texan Properties mails out deposit dispositions on or before 8/30 (August 30th) of each year (student properties) or within 30 days of the last day of your lease.

Upon return of your unit keys, you are required to provide us with a valid forwarding address. We supply key return envelopes and United States Postal Service Change Of Address forms at our front desk. We highly recommend filling out the change of address. This can be done online or by filling out the form and dropping it off in any outgoing mail receptacle. Incomplete addresses cause a delay with delivery. Address must be legible and include the following:

1. Full street address. Complete name of the street you are sending to.
2. Words that are a part of your street name, such as St (street), Blvd (boulevard), Ln (lane), Cv (cove), Dr (drive), Rte (route), Cir (circle), Way, Trl (trail), Trlr (trailer), Rm (room), Ste (suite), PH (penthouse), Ct (court), etc.
3. Any unit, room, apartment, or suite number that is assigned to that address.
4. City, state, and zip code assigned to the address.
5. If you have a postal box (small box inside the post office where you go to pick up your mail), the address must show P.O. Box and the number.

We send the disposition to one address, made payable to all tenants that were on the expiring lease. The bank will require all parties to be present in order to cash any check you receive. \*\*\*IF you wish to designate 1 person from the lease (or one of the guarantors) you must do the following:

1. Compose an email to texanhousing@gmail.com.
2. Copy ALL roommates in the email and send. Email must state that "I (whichever tenant will be designated) will be the designated party to receive the deposit disposition for (your property name, address, and any unit number)
3. ALL roommates must -reply all- to the email with the answer "I approve". It must be in writing, it must be a direct reply to the email that includes all parties.
4. This must be submitted NO LATER THAN 7/15 (July 15th) in order to be updated to your account. After 7/15 (July 15th) we are out of the office and on property until mid-August, and the information will not be updated. This can be provided to us at any time during the lease, as long as it is before 7/15 (July 15th).

If we do not receive a complete forwarding address, you may not receive the disposition. If you do not provide a forwarding address, you likely won't receive the disposition. Make sure to provide the correct information so there is no delay.

In the event that your disposition does not arrive at the forwarding address and a new check is requested, there is a \$40 fee to stop payment and reissue.

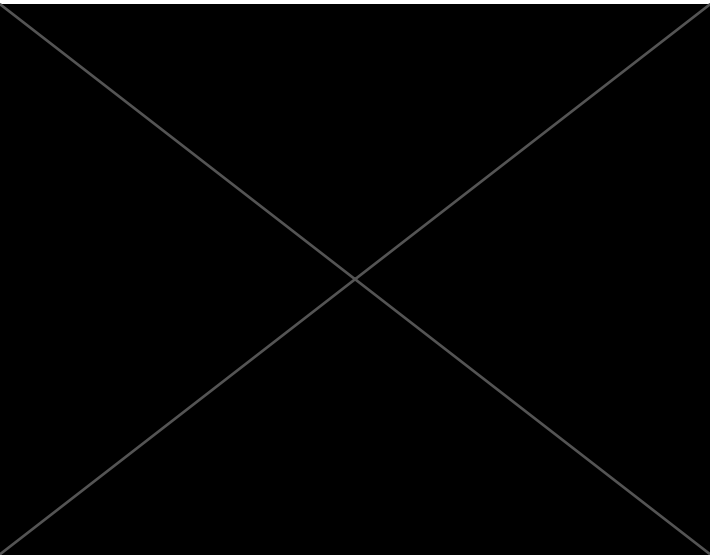
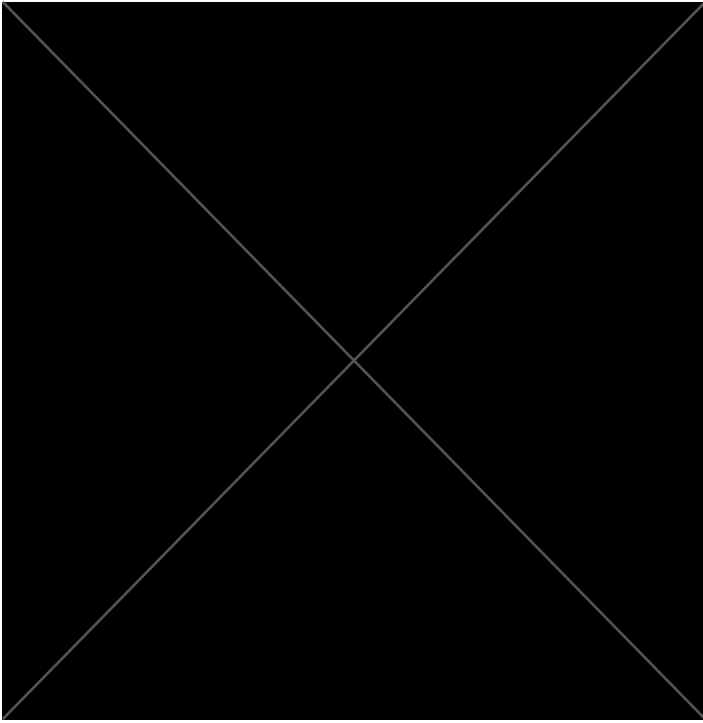
In the event that a check is lost, there is a \$40 fee to stop payment and reissue.

In the event that a check made payable to all tenants is not able to be cashed and a new one with only 1 name is requested (see above on designating a recipient), there is a \$40 fee to stop payment and reissue.

Always check with your local Post Office branch to see if they have any undeliverable mail for you (this is where it goes temporarily if an address is incorrect or incomplete), or call us to see if it was returned to our office for incorrect or incomplete address before requesting a replacement. However, if neither of those are the case, the fees apply.

If you have questions about your deposit, email texanhousing@gmail.com for the fastest reply.

By signing below, you acknowledge and agree to the terms in Section 17.



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## 18. Policies and Procedures

### 18.1 COMMUNITY POLICIES OR RULES

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You and all guests and occupants must comply with any written community rules and policies, including instructions for care of our property. Any rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if distributed and applicable to all units in the community. All units are non-smoking units.

### 18.2 RESIDENT SAFETY AND PROPERTY LOSS

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You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless deadbolts, window latches, and other security or safety devices. You agree to make every effort to abide by the rules and guidelines in this Lease Contract.

#### **Casualty Loss**

We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law.

#### **Smoke Detectors**

The Unit is equipped with smoke and carbon monoxide detectors in accordance with state or local government regulations. You must immediately report smoke-detector malfunctions to us. Neither you nor others may disable smoke detectors. You will be responsible for battery replacement. You will be liable to others and us for any loss, damage, or fines from fire, smoke, or water if that condition arises from disabling or damaging the smoke detector or from your failure to replace a dead battery or report malfunctions to us.

#### **Safety and Crime Free**

You or any guest or resident under your control, should not engage in any criminal activity in your unit or community.

In case of emergency, fire, accident, smoke or suspected criminal activity, dial 911 or call emergency personnel. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes.

### 18.3 PARKING

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You will park on the property at your own risk. Parking permit is required to park at the property. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. Vehicles are prohibited from parking on the premises if they are inoperable, have no current license, take up more than one parking space, are parked in a marked handicap space without proper handicap insignia, block other vehicles from exiting, are parked in a space not dedicated to parking, including, but not limited to, grass, sidewalks, patio, and fire lanes.

### 18.4 PETS

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Pets (including mammals, reptiles, birds, fish, and insects) are allowed only if we have so authorized in writing. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service animal for a disabled person. We may require a written statement from a qualified professional, verifying the need for the service animal.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for de-fleaing, deodorizing, and shampooing.

