



1. Parties, Property, Term, Month-to-Month Info

1.1 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, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

Disclosure: Landlord has no knowledge of lead-based paint and/or lead based paint hazards in the Property. Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Unit.

Tenant's Acknowledgement: Tenant has received the pamphlet entitled "Protect Your Family from Lead in Your Home" as an attachment to this lease.

Agent's Notice to Landlord and Acknowledgement: The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; (e) retain a copy of this addendum for at least 3 years.

The broker and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

1.2 INFORMATION ABOUT BROKERAGE SERVICES

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;
- 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 for 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 opinion 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:

1. that the owner will accept a price less than the written asking price;
2. that the buyer/tenant will pay a price greater than the price submitted in a written offer;
3. any coincidental 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.

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.

Licensed Broker/Broker Firm Name: Moxie PM LLC, License #9003800, info@rentmoxie.com, 682-738-4050

Designated Broker of Firm: Angela C. Gonzales, License #615434, angela@rentmoxie.com, 682-738-4050

1.3 PARTIES

The parties to this lease are: the Owner of the Property, Landlord,; <<Owner Name(s)>> and Tenant(s): <<Tenants (Financially Responsible)>> .

1.4 PROPERTY

Landlord leases to Tenant the following real Property:

Address: <<Property Address>> in Tarrant County, Texas, together with the following non-real-property items: <<Appliances Included>>. The real property and the non-real property are collectively called the "Property".

1.5 TERMS

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

Commencement Date: <<Lease Start Date>>

Expiration Date: <<Lease End Date>>

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 in 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.

1.6 AUTOMATIC RENEWAL OF LEASE

This lease automatically renews on a month-to-month basis unless Landlord or Tenant provided the other party written notice of termination no later than 60 days before the lease expiration date. Oral notice of termination is not sufficient under any circumstances.

If Landlord or Tenant fails to provide the other party timely written notice of termination as required, the lease automatically renews on a month-to-month basis.

This lease will continue to renew on a month-to-month basis unless either party provides the other party with a written notice of termination no later than 60 days before the lease expiration date.

The notice of termination given by either party will be effective on the date designated in the notice but not sooner than 60 days after the notice is given and, if necessary, rent will be prorated on a daily basis. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date designated in the notice.

1.7 MONTH TO MONTH RENT INCREASE

If this lease agreement automatically or otherwise extends into a month-to-month basis, the monthly rent payment will increase by 20% unless otherwise agreed to in writing for any short term lease extensions. This increase will be effective on the 1st of the month immediately following the lease expiration date.

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

X _____
Initial Here

2. Monies

2.1 RENT

Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$<<Monthly Rent>> for each full month during this lease. The first month's rent is due and payable not later than <<Lease Start Date>> by electronic payment or other means acceptable to Landlord.

Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before the first day of each month of this lease. Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

Prorated Charges: On or before the first day of the month immediately following the month in which the lease started (Commencement Date), Tenant will pay Landlord \$<<Prorated Charges>> which includes prorated charges from the Commencement Date through the last day of the month in which this lease begins and may include prorated filter fees, pet fees, admin fees, etc. Tenant may view an itemized summary of the prorated charges via online tenant portal.

Method of Payment: Tenant may not pay rent in cash and will pay all rent by: electronic payment or other means acceptable to Landlord. Landlord will charge \$25.00 to process or accept payment by: cashier's check, money order, personal check, or other means acceptable to Landlord.

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.

2.2 LATE CHARGES

If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

An initial late charge equal to 10% of one month's rent; and additional late charges of \$5.00 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.

2.3 RETURNED PAYMENTS

Tenant will pay Landlord \$35.00 for each payment Tenant tenders to Landlord which is not 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.

2.4 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, pet charges, and then to rent.

2.5 MONIES DUE ON OR BEFORE COMMENCEMENT DATE (NEW MOVE IN)

Security Deposit: \$<<Security Deposit Charges>>

First Month's Rent: \$<<Monthly Rent>>

First Month's Filter Fee: \$10.00 (applicable for properties with central HVAC)

Administrative Fee: \$99.00 (does not apply to inherited tenants)

Pet Fee and/or Deposit: <<Total Additional Deposits>>

Inherited Tenant(s) please see attached addendum titled "Security Deposit Addendum for Inherited Tenants".

2.6 SUMMARY OF RECURRING MONTHLY CHARGES

Rent: <<Monthly Rent>>

Filter Fee: \$10.00 (applicable for properties with central HVAC)

Total Monthly Recurring Payment: <<Monthly Charges>>

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

X _____
Initial Here

3. Pets

3.1 PETS

Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any pet in the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).

If Tenant violates this Paragraph or any agreement to keep a pet in the Property, Landlord may take all or any of the following action:

- (1) Declare Tenant to be in default of this lease and exercise remedies under Paragraph 11 titled "Default by Tenant";
- (2) Charge tenant, as additional rent, an initial amount of \$200.00 and \$50.00 per day thereafter per pet for each day Tenant violates the pet restrictions;
- (3) Remove or cause to be removed any unauthorized pet 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 pet; and
- (4) Charge to the Tenant the Landlord's cost to remove any unauthorized pet, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, and repair any damage to the Property caused by the unauthorized pet.

When taking any action under this Paragraph Landlord will not be liable for any harm, injury, death, or sickness to any pet. Tenant(s) 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.

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

X _____
Initial Here

4. Security Deposit

4.1 SECURITY DEPOSIT (NEW MOVE IN)

Security Deposit: On or before the execution of this lease, Tenant will pay (or has paid) a security deposit to Landlord in the amount of \$<<Security Deposit Charges>> by electronic payment or other means acceptable to Landlord. "Security Deposit" has the meaning assigned to that term in Section 92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.

If Tenant transferred to Moxie from another management company please refer to the attached addendum titled "Security Deposit Addendum for Inherited Tenants".

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 the Landlord or Landlord's representative.

Refund: Tenant must give Landlord at least 60 days written notice of surrender before Landlord is obligated to account for or refund the security deposit.

4.2 NOTICES ABOUT SECURITY DEPOSITS

Section 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.

Bad faith violations of Section 92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlords' reasonable attorney's fees.

The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Unit and gives the Landlord a written statement of the tenant's forwarding address after which the landlord has 30 days in which to account.

"Surrender" is defined in Paragraph 6.2 titled "Move-Out Condition" of this lease.

Visit the Texas Property Code at the Texas Legislature's website: <http://www.statutes.legis.state.tx.us/>

4.3 DEDUCTIONS FROM SECURITY DEPOSIT

Landlord may deduct reasonable charges from the security deposit for damages to the Unit and Property, excluding normal wear and tear, and all reasonable costs associated to repair the Unit and Property; costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Unit; unpaid or accelerated rent; unpaid late charges; unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Unit as required by this Lease; unpaid pet charges; replacing unreturned keys, garage door openers, security devices, or other components; the removal of unauthorized locks or fixtures installed by Tenant; Landlord's cost to access the Unit if made inaccessible by Tenant; missing or burned out light bulbs; packing, removing, and storing abandoned property; removing abandoned or illegally parked vehicles; costs of early termination as defined in Paragraph 12.2; attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant; mailing costs associated with sending notices to Tenant for any violations of this lease; any other unpaid charges or fees or other items for which Tenant is responsible under this lease; and cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord; damages to the Unit and Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and costs to rekey security devices.

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

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

X _____
Initial Here

5. Utilities, Use & Occupancy, Parking, Access

5.1 UTILITIES

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

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.

Tenant authorizes all utility service providers to release to Landlord information concerning connections, disconnections, and charges.

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

5.2 USE AND OCCUPANCY

Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside in the Property during the term of this lease are: .

Phone Numbers and E-mails: 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.

HOA Rules: The Landlord will pay all required payments to the HOA in accordance with the by-laws and covenants associated with that Property. 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 the Landlord for violations by Tenant of any owners' association rule or restrictive covenant.

Optional HOA Fees: Landlord is not obligated to pay for any non-mandatory or user fees for Tenant's use of any common area or facilities (for example, pool or tennis courts).

It is the responsibility of the tenant to seek out information regarding the rules and regulations associated with living in a home governed under a HOA.

5.3 PARKING RULES

Tenant may park no more than 3 vehicles, including but not limited to automobiles, passenger 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, the Landlord may tow, at Tenant's expense: (1) any inoperative vehicle on or adjacent to the Property; (2) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (3) any vehicle parked in violation of any law, local ordinance, or owners' association rule.

5.4 ACCESS BY LANDLORD

Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign in the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior and exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant for prior approval, but may enter the Property at reasonable times without notice to: make emergency repairs, survey or review the Property's condition and take photos and video to document the condition, exercise a contractual or statutory lien, leave written notices, or seize nonexempt property if Tenant is in default.

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 limit to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any areas with the Property), Landlord may charge Tenant a trip charge of \$75.00.

5.5 ACCESS WHEN FOR SALE OR LEASE

Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place a keybox on the Property containing a key to the Unit: during the last 60 days of this lease or any renewal or extension and at any time Landlord lists the Property for sale with a licensed Broker.

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 \$<<Monthly Rent>> as consideration for the withdrawal. Landlord will remove or deactivate the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal or deactivation of the keybox does not alleviate Tenant's obligation to make the Unit available for showings as stated in Paragraph 5.4.

If Landlord or Landlord's agents are denied or unable to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 5.4.

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.

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

X _____
Initial Here

6. Move-In and Move-Out Condition

6.1 MOVE-IN CONDITION (NEW MOVE IN)

Landlord makes no express or implied warranties as to the Property's condition. **Tenant has inspected the Property and accepts the Property AS-IS.**

Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 5 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 8.1.**

6.2 MOVE-OUT CONDITION

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.

Definitions: "Normal Wear and Tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

"Surrender" occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and of the following events occurs: the date the Tenant specifies as the move-out or termination date in a written notice to Landlord has passed OR Tenant returns keys and access devices that Landlord provided to Tenant under this lease.

"Abandonment" occurs when all of the following occur: all occupants have vacated the Unit, in Landlord's reasonable judgement AND Tenant is in breach of this lease by not timely paying rent AND 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 1 calendar day from the date the notice is affixed to the main entry door.

Personal Property Left after Move-Out: If Tenant leaves any personal property in the Property after surrendering or abandoning the Unit Landlord may dispose, store, donate or sell such personal property by following procedures in Section 54.045(b)-(e), Property Code.

Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 6.2 for packing, removing, storing, and selling the personal property left in the Unit or Property after surrender or abandonment.

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

X _____
Initial Here

7. Property and Yard Maintenance

7.1 UNIT AND PROPERTY MAINTENANCE

Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary and use the Property in ways that are sanitary, clean and non-disruptive;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) 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;
- (4) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (5) take action to promptly eliminate any dangerous condition in the Property;

- (6) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (7) replace any lost or misplaced keys;
- (8) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (9) remove any standing water;
- (10) know the location and operation of the main water cut-off valve and all electric breakers to the Property and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (11) promptly notify Landlord, via tenant portal, of all needed repairs.

7.2 YARD MAINTENANCE

Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to twice per week May-October and once a week thereafter.

- 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.
- Tenant, at Tenant's expense, will maintain the yard

"Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.

"Maintain the yard" means to perform activities such as, but not limited to: mowing, fertilizing, trimming the yard, controlling pests and weeds in the yard, and removing debris from the yard.

7.3 MAINTENANCE PROHIBITIONS

If Tenant installs any fixtures in the Property, authorized or unauthorized, such as additional smoke alarms, 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;
- (4) permit any water furniture in the Unit;
- (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 1.4;
- (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

Failure to Maintain: If Tenant fails to comply with this Paragraph 7 Landlord may, in addition to exercising Landlord's remedies under Paragraph 11, 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.

Smoking: Smoking by Tenant, Tenant's guests, family, or occupants is not permitted on the Property including garage, porches, patios, outdoor areas. If smoking occurs on the Property, Tenant will be in default and Landlord may exercise Landlord's remedies under Paragraph 11.

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

X _____
Initial Here

8. Repairs

8.1 REPAIRS

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

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 817-809-3458. Ordinarily a repair to the heating and air conditioning system is not an emergency.

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 Section 92.056 and 92.0561 of Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain and appropriate refund under Section 92.056(f); (2) have the condition repaired or remedied according to Section 92.0561; (3) deduct from the rent the cost of the repair or remedy according to Section 92.0561; and (4) obtain judicial remedies according to Section 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 repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and the nature of the condition and the availability of materials, labor, and materials). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

8.2 COMPLETION OF REPAIRS

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 the repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.

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.

8.3 PAYMENT OF REPAIR COSTS

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 8. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence: heating and air conditioning systems; water heaters; water penetration from structural defects.

Landlord will NOT pay to repair the following items unless caused by Landlord's negligence: conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant; damage to doors, windows, and screens; damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the **Property**; items that are cosmetic in nature with no impact on the functionality or use of the unit or property; and the following specific items or appliances: <<**Appliances Included**>>.

8.4 TRIP CHARGES

If a repair person is unable to access the **Property** after making arrangements with Tenant to complete the repair or if the requested repair can not be identified, Tenant will pay a trip charge of \$75.00 in addition to any vendor charges.

8.5 ADVANCE PAYMENTS AND REIMBURSEMENTS

Landlord may require advance payments of repairs or payments under Paragraphs 8.1-8.5 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts due under this Paragraph.

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

X _____
Initial Here

9. Security Devices

9.1 SECURITY DEVICES AND EXTERIOR DOOR LOCKS

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 the Tenant moves in. "Security device" has the meaning assigned to that term in Section 92.151, Property Code.

9.2 REQUEST TO REKEY UNIT OR PROPERTY

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 Section 92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.

9.3 REKEY IN CASES OF BREACH OF LEASE

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 Section 92.156(e), Property Code.

9.4 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 Section 92.2611, Property Code.

9.5 AMENITY & ACCESS CARDS/DEVICES

Any amenity cards or devices, including but not limited to: cards, keys, fobs, remotes, tags, pins, stickers, etc. which allow access to facilities and/or amenities provided by complexes or HOAs will be issued to Tenant upon move in and must be returned to Landlord upon move out. Tenant may be charged for these devices upon move in; Tenant must confirm with Landlord regarding the availability and any charges associated with receiving such devices. Failure to return devices can result in charges to Tenant.

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

X _____
Initial Here

10. Legalese

10.1 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. Tenant will promptly reimburse Landlord for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants or pets.

10.2 HOLDOVER

If Tenant fails to vacate the **Property** at the time this lease ends Tenant will pay Landlord rent for 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.

10.3 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 the 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 Section 54.045, Property Code.

10.4 SUBORDINATION

This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (1) any lien or encumbrance now or later placed on the Property by Landlord; (2) all advances made under any such lien or encumbrance; (3) the interest payable on any such lien or encumbrance; (4) any and all renewals and extensions of any such lien or encumbrance; (5) any restrictive covenant; (6) the rights of owners' association affecting the Property.

10.5 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.

10.6 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.

10.7 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.

10.8 SPECIAL PROVISIONS

This paragraph left intentionally blank

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

X _____
Initial Here

11. Default

11.1 DEFAULT BY LANDLORD

If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.

11.2 DEFAULT BY TENANT

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 10.3 and any other rights under this lease or the Property Code; and

(4) 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; (f) any other recovery to which Landlord may be entitled by law.

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.

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

X _____
Initial Here

12. Early Termination and Subletting

12.1 EARLY TERMINATION - INVOLUNTARY

This lease begins on the Commencement Date and ends on the Expiration date unless: (1) renewed under Paragraph 1.6-1.7; (2) extended by written agreement of the parties; or (3) terminated earlier under Paragraph 11.2, by agreement of parties, applicable law, or Paragraphs 12.1-12.2. 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.

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.

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.

Military termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. Section 92.017, Property Code governs the rights and obligations of the parties under this paragraph.

Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of a court order described under Section 92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the **Property**. Section 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.

Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain offenses or stalking, if the Tenant provides Landlord with the documentation required by Section 92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review Section 92.0161, Property Code.

12.2 EARLY TERMINATION - VOLUNTARY

Tenant may request an early termination to this lease by allowing Broker to seek an approved replacement tenant and must strictly adhere to all of the following procedures, in order:

- (1) Tenant must pay the early termination fee equivalent to one month's rent (current rent) + \$250.00 administrative fee.
- (2) Tenant must submit a written notice to vacate to Landlord, per this lease's terms, and must specify a move out date.
- (3) Upon receipt of items 1 and 2, Landlord will begin to advertise the property in the attempts to locate a replacement tenant at terms equal to or acceptable to Landlord per the current lease agreement. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (4) Any replacement tenant must, at Landlord's discretion, be acceptable as a tenant and must sign a new lease agreement with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord.

(5) Tenant will continue to pay the monthly rent and all utilities, including lawn maintenance, until a replacement tenant is approved and a new lease agreement commences.

(6) Tenant will vacate the Property on or before the specified date given in their written notice to vacate. All security deposits are subject to the guidelines in Paragraphs 4.1-4.3.

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

X _____
Initial Here

13. Addenda

13.1 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.

- Inventory and Condition Form
- Moxie's Rules and Regulations
- Pet Agreement
- Pool/Spa Addendum

- Security Deposit Addendum for Inherited Tenants
- Quarterly Walkthroughs
- Lead Pamphlet

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

X _____
Initial Here

14. Agreement of Parties

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 SEVERABLE CLAUSES

Should a court find any clause in this lease unenforceable, the remainder of the lease will not be affected and all other provisions in this lease will remain enforceable.

14.6 CONTROLLING LAW

The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.

14.7 COPYRIGHT

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

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

X _____
Initial Here

15. Information

15.1 NOTICES AND CONTACT INFORMATION

All notices under this lease must be in writing and are effective when emailed to Tenant at the **Property**. Landlord will use the email(s) provided by Tenant at time of application unless Tenant notifies Landlord of different email(s).

Landlord's broker, Moxie PM LLC, will act as the property manager for landlord.

Moxie PM LLC.

2131 N. Collins St. #433-330

Arlington, TX 76011

682-738-4050

info@rentmoxie.com

15.2 INFORMATION

It is Tenant's responsibility to determine, before signing this lease, if: (1) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (2) such services are sufficient for Tenant's needs and wishes; (3) Tenant is satisfied with the Property's condition.

The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.

Unpaid rent and any unpaid amounts under this lease are reportable to credit reporting agencies.

Landlord is not obligated to respond to any request for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given written notice of termination of this lease **and** Tenant is not in breach of this lease. Tenant authorizes Landlord to disclose personal information about Tenant and Tenant's rental history for law enforcement and governmental purposes.

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.

15.3 EMERGENCY CONTACT INFORMATION

If all occupants over 18 years of age die during this lease, Landlord may: (1) permit the person named below to access the **Property** at reasonable times in Landlord's or Landlord's agent's presence; (2) permit the named person to remove the Tenant's personal property; and (3) refund the security deposit, less deductions, to the named person. Section 92.104, Property Code governs procedures to follow in the event of a tenant's death. <<**Emergency Contact(s)**>>.

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

X _____
Initial Here

16. Signature

16.1 SIGNATURE

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.

X _____
Lessee

Date Signed

X _____
Lessor

Date Signed