



LEASE AGREEMENT

This Lease Agreement is made on **Date**, by and between Texas State Technical College Waco, an agency of the State of Texas, ("Landlord") and

Leaseholder Name/s

individually and collectively referred to as "Tenant". In consideration of the mutual covenants and agreements set forth in this Lease, and for other good and valuable consideration, the Landlord leases to the Tenant together with all appurtenances, the premises situated at

Property Address

Tenant understands that the leasing of certain housing from TSTC is contingent upon the primary Tenant's being a student or employee of TSTC, and agrees that Tenant must notify TSTC of a change of status as a student or employee of TSTC within fifteen (15) days of such change of status. Tenant further understands that, upon such a change of status, TSTC may terminate the lease sixty (60) days from timely notification of change of status by Tenant who qualified as an employee or at the end of the term for which a Tenant who qualified as a student had been approved. If timely notification is not made by Tenant as agreed in this contract, Tenant understands and agrees that TSTC may terminate the lease thirty (30) days from the date of the change of status as reflected by TSTC registration and employment records.

Tenants understand that the premises may be occupied only by the Tenant(s) and no other persons unless such persons are approved, in writing, by the Landlord. The following persons are approved by TSTC, individually and collectively referred to as "Occupant":

Name/s of Additional Occupants

1. Term: The term of this lease shall be for a period of 12 months, commencing on **Date**, and ending on the last day of the month of **Date**. At the expiration of this lease, the Tenant shall surrender the premises in the same good condition as the premises were in at the commencement of this lease, reasonable use and wear and tear excepted. The Tenant shall clean the property prior to the surrender.
2. Rent and Late Fees: The Tenant agrees to pay to the Landlord, without demand, as rent for the leased premises the sum of **\$Monthly Rent** per month in advance, on the first day of each calendar month, beginning on **Date**, at such place as the Landlord may from time to time specify in written notice served on the Tenant. In the event the Tenant takes possession of the premises prior to the first day of the month, the rent shall be prorated from the day the lease commences until the end of the first month that the lease commenced in. In the event the rent is not received by the Landlord on or before 5 business days from the date that the rent is due, a late fee of 5% of the amount delinquent will be added to the rent after the 5th business day from the date that the rent is due. Late fees will be charged for each and every month that the rent is not paid on time. **Any rent paid will be applied to past due housing debts first and then to current rent.** Acceptance of late fees and the rental payment shall not constitute a waiver of the Landlord's rights or remedies. In the event that the rent is not paid on or before 5 business days from the date that the rent is due, the Landlord may also declare the Tenant in default of the lease and terminate this Lease and begin eviction proceedings. In that event, this Lease shall automatically terminate and the Tenant's right of possession hereunder shall terminate. In the event that any of the Tenant's

checks are insufficient or not cashable by the Landlord, the Landlord may request all payments, including future payments to be made by cashier's check, money order or certified funds. All bank and other charges, such as insufficient check or returned check charges that are incurred by the Landlord, will be passed on to the Tenant and constitute part of the rent. Failure to pay these sums is an event of default. The Landlord will apply all funds that are received from the Tenant first to any non-rent obligations such as attorney's fees, costs of court, late fees, bank fees and charges, charge backs for repairs, utilities, etc.

- a. It is further understood that Rent is subject to change to meet legislative or economic requirements. In the event that the Rent is changed, a minimum of 30 days written notice will be given to you. You are subject to any mandated Rent changes, EXCEPT (*cross out if not applicable*):
 - i. if you are a student rate tenant, the present Lease Contract is at the student rate based on enrollment in nine or more credit hours at Texas State Technical College. However, if you no longer qualify for the student rate, you must meet all non-student requirements for renting and rent will be increased to the non-student rate, effective on the first day of the following month.
 - ii. if you are an educational rate tenant, the present Lease Contract is at the educational rate based on full-time employment at an educational/state agency or enrollment in nine or more credit hours at a college other than Texas State Technical College. However, if you no longer qualify for the educational rate, you must meet all non-educational requirements for renting and rent will be increased to the non-educational rate, effective on the first day of the following month.
3. Security Deposit: The Tenant shall deposit an amount equal to one month rent with the Landlord on or before the move in date for a security deposit to cover faithful performance of the lease including any moneys that are owed to the Landlord, including but not limited to: rent owed, repairs or damages that may occur to the property, costs or attorney's fees incurred as a result of the Tenant's breach of this Lease. The term "Security Deposit" has the meaning found in Section 92.102 of the Texas Property Code. The Landlord agrees to hold any such deposit for Tenant, and it is understood and agreed that Tenant's claim to the deposit shall be prior to any creditor of the Landlord, excluding a trustee in bankruptcy. The Tenant's deposit shall be returned to the Tenant, without interest, upon the expiration of this lease if the Tenant has fully complied with all of the terms of lease. The Landlord may place the security deposit in an interest-bearing account and collect the interest that is earned from the Tenant's security deposit.

NOTICE: SECTION 92.108 OF THE TEXAS PROPERTY CODE PROHIBITS A TENANT FROM WITHHOLDING PAYMENT OF ANY PORTION OF THE LAST MONTH'S RENT ON THE CLAIM THAT THE SECURITY DEPOSIT CONSTITUTES SECURITY FOR UNPAID RENT. THE TENANT MAY BE LIABLE TO THE LANDLORD FOR UP TO THREE TIMES THE AMOUNT OF THE RENT THAT WAS WRONGFULLY WITHHELD AND THE LANDLORD'S ATTORNEY'S FEES FOR BAD FAITH VIOLATIONS OF THIS LAW

- a. Excluding the final rental payment to be made under this Lease, if at any time during the term of this Lease the Tenant shall be in default in the payment of all or any portion of the rent, or of any other sums expressly constituting rent under this Lease, other than advance rental payments, the Landlord may apply any portion of the security deposit as may be necessary to the payment of the overdue rent, damages, cleaning, unpaid utilities, pet violation charges, late fees and charges, bank fees and charges, costs of reletting the premises, attorney's

fees and costs of court incurred by the Landlord in any proceeding against the Tenant and any other moneys that may be owed by the Tenant to the Landlord.

- b. If, on termination of this tenancy for any reason, the Tenant does not leave the leased premises in reasonably clean condition, excluding "normal wear and tear," then the Landlord may appropriate and apply any portion of the security deposit as may be reasonably necessary to put the premises in such clean condition. As used in this Lease, the term "normal wear and tear" means deterioration that occurs, based on the use for which the premises are intended, without negligence, carelessness, accident, or abuse of the premises or equipment by the Tenant, or the Tenant's invitees or guests.
- c. **The Tenant must give the Landlord a minimum of thirty (30) days' written notice of the termination of the lease and surrender of the premises before the Landlord is obligated to refund or account for the security deposit.**

NOTICE: THE TEXAS PROPERTY CODE PROVIDES THAT THE LANDLORD IS NOT OBLIGATED TO RETURN OR ACCOUNT FOR THE SECURITY DEPOSIT UNTIL 30 DAYS AFTER THE TENANT SURRENDERS THE PREMISES, RETURNS THE KEYS, AND PROVIDES THE LANDLORD WITH THE TENANT'S FORWARDING ADDRESS.

- d. In the event cause exists for retaining all or any portion of the security deposit, the Landlord shall return to the Tenant the balance of the security deposit, if any, together with a written description and itemized list of all deductions. However, the Tenant shall not be entitled to any portion of the security deposit as a refund unless the Tenant gives the Landlord 30 days' notice of surrendering the premises. Such deductions shall be limited to damages and charges for which the Tenant is legally liable under this Lease or as a result of breaching this Lease. The Landlord shall not be required to furnish a description and itemized list of deductions if there are any rentals due and unpaid at the time the Tenant surrenders possession of the premises and there is no controversy over the amount of rentals due and unpaid.
 - e. Within thirty (30) days after the Tenant surrenders the premises, any remaining portion of the security deposit, after any lawful deductions as above, shall be returned to the Tenant to the address left by the Tenant specifically for such purpose or by electronic refund, as applicable. **If the security deposit is returned to Landlord as non-deliverable, the funds will be deposited to the General Scholarship Endowment Fund.**
4. Quiet Enjoyment and Use of the Premises: As long as the Tenant pays the rent and complies with the terms of this lease, the Landlord agrees that the Tenant may peacefully and quietly hold the premises for the agreed upon term of this lease. The Tenant accepts the premises "as is," the premises meets the Tenant's intended use, the Tenant has inspected the property and the premises meets the Landlord's representations, if any concerning the premises.
- a. The leased premises shall be used exclusively as a single-family residence, and no other purpose. The Tenant shall comply with all laws, rules, regulations, ordinances including but not limited to sanitary laws and rules that may apply to the premises. The Tenant shall not permit the leased premises or any part of it to be used for:

- i. a business, trade or profession, and the Tenant agrees not to place any signs or other structures on the premises without the prior written consent of the Landlord;
 - ii. the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for fire insurance on the leased premises. Furthermore the Tenant shall not store on the premises any item of a dangerous, inflammable, or explosive character;
 - iii. the creation or maintenance of a public nuisance or anything that is against public regulations or rules of any public authority at any time applicable to the leased premises; or
 - iv. any purpose or in any manner that will obstruct, interfere with, or infringe on the rights of owners of adjoining property.
- b. Pets: NO PETS, ANIMALS, BIRDS, REPTILES, FISH, OR OTHER NON-HUMAN LIFE FORMS ("Pets") ARE ALLOWED ON THE PREMISES. The Tenant agrees that no pets of any kind shall be allowed on the premises, even temporarily. Failure to comply with this provision is an event of default and the Landlord may terminate the Lease. Furthermore, the Tenant shall be liable for a fee of (\$300) Three Hundred Dollars per animal on the Premises. **Tenant's account will be charged for a pet fee if a pet is found on the premises.**
- c. Tenant and Tenant's guest(s) may not engage in the following activities: criminal conduct, behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the community; disrupting our business operations; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the community; displaying or possessing a gun, knife or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the community; using windows for entry or exit; heating the house with a gas-operated cooking stove or oven; or injuring our reputation by making bad faith allegations against us to others.
- d. Tenants shall be responsible and liable for the conduct of Tenant's guest. Acts of guests in violation of this Agreement or TSTC rules and regulations may be deemed by Management to be a breach by Tenant. Not guest may stay longer than two (2) days without permission of Landlord. Landlord may exclude from the community guests or others who, in the judgment of Landlord or his agent, have been violating the law, this Lease Contract or any community rules, or disturbing other residents, neighbors, or visitors. Landlord may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community. Incidents requiring police response due to misconduct may terminate this Lease Contract.
- e. Tenant will notify Landlord within 15 days if Tenant or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. Tenant also agrees to notify Landlord within 15 days if Tenant or any occupant registers as a sex offender in any state. Informing Landlord of criminal convictions or sex offender registry does not waive any rights Landlord may have against Tenant. Persons registered as a sex offender in any state are not permitted in the community as a tenant, occupant or guest for any reason or any amount of time.

- f. Delays in Occupancy: If the Tenant is not able to occupy the premises on the commencement date stated above due to repairs or improvements to the premises or due to a holdover from a prior tenant, then the commencement date for this Lease shall automatically be the date that the Tenant actually moves in. Rent will be pro-rated to reflect the actual move-in date. This provision shall not apply if the delay is caused by the Tenant. The Landlord shall not be liable to the Tenant for any delays in occupancy.
5. Limitation of Warranties: The parties expressly agree that there are no warranties conveyed with this lease and the Landlord has expressly disclaimed all implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease. Under no circumstances shall the Landlord be liable for consequential, special or punitive damages.
6. Utility Charges: The Tenant shall pay promptly as they become due all charges for the furnishing of electricity and gas to the leased premises during the term of this lease. The Tenant shall be liable for all such expenses incurred by the Tenant even after the lease is terminated; this provision shall survive after the contract is terminated. You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason for the duration of this Lease. If a utility is individually metered, it must be connected in your name and you must notify the utility provider of your move-out date so the meter can be timely read. If you delay getting a utility turned on in your name by the move in date or cause the utility to be transferred back into the Landlord's name before you surrender or abandon the premises, you will be liable for the actual or estimated cost of the utilities used while the utility should have been connected in your name. If you are in an area open to competition and your premises is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.
7. Tenant must request a "Satellite Dish Release Form" to install or have installed a satellite dish, and said dishes are not permitted to be installed on the roof. Tenant is responsible for any damage caused to the interior or exterior of the residence by the installation of a satellite dish and for the cost of removal. No manner of antennae may be placed or erected on the roof or the exterior of the premises.
8. Indemnity Agreement: The Tenant agrees to indemnify and hold the Landlord and the property of the Landlord, including the leased premises, free and harmless from any and all liability for injury to or death of any person, including the Tenant and occupants of the Tenant, or for damage to property arising from the use and occupancy of the leased premises by the Tenant or from the act or omission of any person or persons, including the Tenant and occupants of the Tenant, in or about the leased premises with the express or implied consent of the Tenant. **It is understood by Tenant that Landlord's insurance does not cover the loss of or damage to Tenant's personal property. You are strongly encouraged to buy and maintain renter or liability insurance.**
9. Alterations and Improvements: The Tenant shall make no alterations to the buildings on the leased premises nor construct any buildings or other improvements on the leased premises without first having obtained the written consent of the Landlord. Tenant shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the premises. No nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.

10. Destruction of Premises: Should any buildings or improvements on the leased premises be damaged or destroyed by fire, the elements, act of God, or other causes not the fault of the Tenant or any person in or about the leased premises with the express or implied consent of the Tenant, they shall be moved to an equivalent premises or the Lease will be automatically terminated, at the Landlord's sole discretion.
11. Condition of Premises: The Tenant stipulates that the Tenant has examined the leased premises as well as all buildings and improvements located on the premises and they are all, at the date of this lease, in good order, repair and a safe and clean condition.
12. Pest Control: Landlord will provide extermination service upon proper notification by Tenant within fifteen (15) days of possession that such pest control is necessary. Absent proper notice within the first fifteen (15) days of possession, Tenant is responsible for pest control. Proper notification consists of calling TSTC Physical Plant at 254-867-4811 to place a work order. Any work order for pest control placed beyond the fifteen (15) days above or absent the approval of Campus Living will be charged to the Tenant.
13. Maintenance of Premises: The Tenant shall notify Landlord of needed repairs and/or maintenance by calling the TSTC Physical Plant at 254-867-4811. If it is determined by landlord that any repair required to maintain the property in the condition in which it was received by Tenant is not the result of normal wear and tear, Tenant will be billed for the repair. If you or any occupant needs to request repairs and/or maintenance, said party must call a work order to the Physical Plant at 254-867-4811. Upon notice, we will act with customary diligence to make repairs to any condition which was caused by normal wear and tear and which also materially affects the physical health or safety of an ordinary tenant. Additionally, Landlord shall act with customary diligence to maintain fixtures, hot water, heating, and A/C equipment; substantially comply with all applicable laws regarding safety, sanitation, and fair housing; keep common areas reasonably clean and make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable. If Landlord fails to act as required under this Paragraph, Tenant may possibly terminate this Agreement and exercise the remedies described in Texas Property Code Section 92.056 by following this procedure: (a) provided that the rent is not currently delinquent, Tenant shall make a written request for repair or remedy of the condition, and upon receipt of the request, Landlord shall have a reasonable time for repair or remedy; (b) if Landlord fails to repair or remedy, Tenant must make a second written request for the repair or remedy (to make sure Landlord and Tenant have not miscommunicated), after which Landlord shall have a reasonable time for the repair or remedy; and (c) if Landlord still does not repair or remedy within that reasonable time period, then by giving Landlord a final written notice, Tenant may immediately terminate this Agreement. Tenant may also exercise other statutory remedies, including those under Texas Property Code Section 92.0561. Instead of providing the two written requests described in the preceding paragraph, Tenant may provide Landlord with one request, provided that Tenant transmits such notice to Landlord by certified mail, return receipt requested, or by registered mail, to the address specified in Paragraph 31. After Landlord receives such request, Landlord shall have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of labor, materials, and utilities. Tenant's rent is required to be current at the time of the request. Landlord shall refund security deposits and prorated rent as required under law.
14. Tenant will, at its sole expense, keep and maintain the Premises and relative area in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- a. Not obstruct the driveways, sidewalks, courts, entry ways, and/or halls, which shall be used for the purposes of ingress and egress only; Landlord reserves the right to remove all obstructions and dispose of the same at its discretion;
- b. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair; other than appropriate window coverings (i.e. blinds, curtains, etc.), do not obstruct or cover the windows or doors; Not leave windows or doors in an open position during any inclement weather;
- c. Not hang any laundry, clothing, sheets, etc. from any window, rail, or porch nor air or dry any of same within any yard area or space;
- d. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord; All keys must be returned to Landlord of the premises upon termination of the occupancy; Unauthorized locks will be removed at Tenant's expense; Lost keys requiring rekeying of the locks; In the event that the premises must be rekeyed, the Tenant will be charged thirty dollars (\$30.00).
- e. Keep all air conditioning filters clean and free from dirt; Tenant understands that Landlord has no obligation toward cleaning the air ducts. If, however, Tenant wishes to have the air ducts cleaned at his/her own expense, Tenant will first notify the Physical Plant and Campus Living;
- f. Not store any goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation. Storage of any such material in a storage area or in the residence itself shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage.
- g. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatuses in good order and repair and shall use same only for the purposes for which they were constructed. Repairs for damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve Tenant's Premises, other than wastewater stoppages or back-ups caused by deterioration, breakage, roots, ground conditions, faulty construction or malfunctioning equipment will be charged to the Tenant;
- h. Deposit all trash, garbage, rubbish or refuse in the locations provided therefore and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements; refuse is not to be set outside the Premises without being placed in trash containers. City of Waco trash containers are to be kept at the back of the Premises and placed on the curb only on trash pickup days; only one trash container is authorized per unit; to request additional containers contact Campus Living, each additional container will be charged to the Tenant's account;
- i. Abide by and be bound by any and all rules and regulations affecting the Premises or the common area pertaining thereto which may be adopted or made known rules and regulations of the City of Waco and of Texas State Technical College;
- j. Not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- k. Keep the Premises free from fire hazards, unsanitary conditions, common and attractive nuisances, and hazardous waste materials;
- l. Lawns are to be kept free from debris and from other articles that hinder mowing contractors; items left in yard and destroyed by contractors will not be replaced;
- m. Report and will be held responsible for damage to doors, windows or screens or damage from windows or doors left open;
- n. Not have or permit any open or covered fire, including but not limited to a barbeque pit in breezeway, porch or carport. Using any open or covered fire within 10 feet of the building are prohibited; No ashes are to be dumped or deposited in any manner or place as to become a fire hazard

- o. Not have pools other than wading pools which are to only be in the back yard area and can have only a depth of eight (8) inches of water and must be emptied every day.
15. Tenant's Guide: Landlord reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Landlord shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.
16. Improvements Property of The Landlord: All alterations, changes, and improvements built, constructed, or placed on the leased premises by the Tenant, other than movable personal property, shall, unless otherwise provided by written agreement between Landlord and the Tenant, be the property of the Landlord and remain on the leased premises at the expiration or sooner termination of this lease. Nothing contained in this paragraph, however, shall authorize the Tenant to make or place any such alterations, changes, or improvements on the leased premises without having first obtained the written consent of the Landlord.
17. Per the Texas Property Code, the Landlord has installed, at the Landlord's expense, smoke detectors and security devices such as window latches and dead bolts. The Tenant expressly waives the Landlord's duty to inspect and repair smoke detectors and security devices. Landlord will test and provide working batteries for the smoke detectors prior to your move in date. After that, Tenant must pay for and replace batteries as needed. Landlord may replace dead or missing batteries at Tenant's expense, without prior notice to Tenant. Tenant must immediately report detector malfunctions to Landlord. Neither Tenant nor others may disable detectors. **If Tenant damages or disables the smoke detector, or removes a battery without replacing it with a working battery, Tenant may be liable to us under Section 92.2611, Texas property Code, for \$100 plus one month's rent, actual damages, and attorney's fees.** You also will be liable to us and others if you fail to report malfunctions, or any loss, damage, or fines resulting from fire, smoke, or water. Upon request, we will provide, as required by law, a smoke detector capable of alerting a person with a hearing-impairment disability. Tenant understands that smoke detectors are required to be operable at all times in state owned residential housing and Landlord may conduct regular inspections to insure that Landlord is in compliance. Not tamper with or disconnect smoke detectors. If a smoke detector is found inoperable, a notice will be issued. If a second violation occurs, the Agreement will be terminated. The Tenant will be responsible for any damage arising from disconnecting or failure to replace batteries, or from not reporting malfunctions of smoke detectors. Smoke detectors must remain where Landlord installed them;
18. Parking: Non-operative, non-licensed, or non-registered vehicles are not permitted on premises. Any such vehicle may be removed by Landlord at the expense of Tenant owning vehicle, for storage or public or private sale, at Landlord's option, and Tenant owning vehicle shall have no right of recourse against Landlord therefore. Tenant shall not drive or park any vehicle on grass or sidewalks. Tenant shall not mark a space for individual use. Eighteen wheelers, trailers of any type, boats, recreational vehicles and all motorized off-road vehicles are prohibited and are subject to a traffic citation or towing at Tenant's expense. All vehicles belonging to Tenant will have a Texas State Technical College sticker issued by Landlord on the left rear window or otherwise displayed on the left rear of the vehicle, and Tenant will be subject to the rules and regulations of Landlord.
19. Right of Landlord to Enter: Landlord may enter at reasonable times for the purposes of responding to Tenant requests, making repairs or replacements; estimating repair costs; performing pest control; doing preventive maintenance; checking for water leaks;

changing filters; testing or replacing detection device batteries; preventing waste of utilities; leaving notices; deliver, installing, reconnection, or replacing appliances, furniture, equipment, or security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards, or items prohibited under our rules, removing unauthorized animals; and emergencies or construction.

20. Assignment and Subletting: The Tenant shall not assign this lease or sublet the leased premises or any interest in the premises without first obtaining the written consent of the Landlord. Any consent by the Landlord to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting. An assignment or subletting without the written consent of the Landlord, or an assignment or subletting by operation of law, shall be void, and shall, at the option of the Landlord, terminate this lease.

21. Landlord Right to Cancel: **The Landlord shall have the right to cancel this Lease upon giving the Lessee thirty (30) days advance written notification of intention to have the premises vacated by the Tenant** and any rental payment due at the expiration of said thirty days shall be paid on a prorated basis from the first day of the month in which the Tenant vacates the premises.

22. Default by The Tenant: Should the Tenant be in default for a period of more than five (5) business days in the payment of any rent payable under this lease or in the performance of any other provision of this lease, the Landlord may terminate this lease and regain possession of the leased premises in the manner provided by the laws of the State of Texas in effect at the date of the default. If the Landlord allows the Tenant to cure the default, the Landlord's action shall not be deemed to waive any term of this lease or any of the Landlord's rights hereunder. The parties agree that the Landlord does not have a duty to mitigate its damages unless the same is required at law.

a. The Tenant shall pay any and all costs and expenses, including court costs and reasonable attorney's fees that the Landlord may incur if the Tenant breaches this lease or a lawsuit or arbitration is required to enforce or interpret this lease.

b. Tenant will be in default if:

- i. Tenant gives incorrect or false answers in the rental application or in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government;
- ii. Tenant violates any provision of this Lease;
- iii. Tenant abandons or surrenders the premises;
- iv. Any illegal drugs or drug paraphernalia are found in Tenant's residence;
- v. Tenant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person or involving possession, manufacture, or delivery of a controlled substance, marijuana or drug paraphernalia, or any sex-related crime, including a misdemeanor.

c. Surrender or Abandonment

- i. Tenant has surrendered the residence when (1) the move out date has passed and no one is living in the premises in Landlord's reasonable judgment; or (2) all keys have been turned in to the Landlord, whichever is later;
- ii. Tenant has abandoned the residence when (1) no one is living in the premises in Landlord's reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in Landlord's reasonable judgment; (3) Tenant has been in default for non-payment of rent for five consecutive business days, or gas or electric service for the residence has been terminated or transferred to Landlord; and (4) Tenant

has not responded for two days to Landlord's notice left on the inside of the main entry door, stating that Landlord considers the premises abandoned.

23. Texas Property Code Applicability and Notices: This Lease is subject to chapter 92 of the Texas Property Code; each party hereto acknowledges that the code affords to the parties certain rights and imposes certain duties on each party to this Lease.

THE LANDLORD'S LIEN AND ENFORCEMENT OF THE LANDLORD'S LIEN BY SEIZURE:

THE TENANT GRANTS THE LANDLORD SECURITY INTEREST AND A LANDLORD'S LIEN ON ANY AND ALL OF THE TENANT'S NON-EXEMPT PROPERTY THAT IS LOCATED IN THE PREMISES IN ORDER TO SECURE THE LANDLORD FOR ANY AND ALL UNPAID RENT OR OTHER MONEYS THAT MAY BE OWED TO THE LANDLORD.

THE LANDLORD SHALL HAVE THE RIGHT TO SEIZE THE TENANT'S NON-EXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF ALL MONEYS OWED TO THE LANDLORD UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW.

IF THE LANDLORD SEIZES THE TENANT'S PROPERTY, THEN THE LANDLORD WILL NOTIFY THE TENANT OF THE SEIZURE. THE TENANT MAY REGAIN THE PROPERTY, PER SECTION 54.044 OF THE TEXAS PROPERTY CODE.

THE LANDLORD SHALL BE REIMBURSED FOR ANY AND ALL COSTS OR EXPENSES THAT THE LANDLORD MAY INCUR FOR PACKING, REMOVING OR STORING THE TENANT'S PROPERTY THAT HAS BEEN SEIZED.

IF THE TENANT'S PROPERTY IS SOLD, THE LANDLORD MAY CHARGE THE TENANT FOR ANY AND ALL EXPENSES THAT THE LANDLORD INCURRED FOR SELLING THE TENANT'S PROPERTY.

IF THE TENANT HAS NOT PAID ALL OF THE DELINQUENT RENT WITHIN THREE (3) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, THEN THE LANDLORD MAY GIVE THE TENANT NOTICE OF INTENT TO SELL THE TENANT'S PROPERTY IN ACCORDANCE WITH SECTION 54.045 OF THE TEXAS PROPERTY CODE.

IF THE TENANT FAILS TO REDEEM [HIS/HER] PROPERTY PRIOR TO THE SALE THEN THE LANDLORD MAY SELL THE TENANT'S PROPERTY AT A PUBLIC OR PRIVATE SALE. AFTER THE SALE, THE LANDLORD SHALL BE REIMBURSED FOR ANY AND ALL COSTS OR EXPENSES THAT THE LANDLORD MAY INCUR FOR PACKING, REMOVING, STORING OR SELLING THE TENANT'S PROPERTY THAT HAS BEEN SEIZED. THE LANDLORD SHALL ACCOUNT FOR THE SELL PROCEEDS AS REQUIRED BY LAW. ALL REMAINING PROCEEDS, AFTER THE DEDUCTION OF MONEYS OWED TO THE LANDLORD, INCLUDING COSTS AND EXPENSES, THE REMAINING PROCEEDS, IF ANY, FROM THE SALE SHALL THEN BE PAID TO THE TENANT.

24. Reletting by the Landlord: Should the Tenant surrender or abandon the leased premises contrary to the terms of this lease, the leased premises may be relet for the account of the Tenant by the Landlord for the best rent and on the best terms obtainable. If a sufficient sum shall not be realized by the Landlord from such reletting, after deducting the cost and expense to the Landlord of such reletting, to satisfy the rent reserved in this lease, the Tenant agrees to satisfy and pay to the Landlord any deficiency in the monthly rent reserved in this lease on the tenth (10th) day of any month in which such a deficiency is determined by the Landlord to exist.

- a. Prior to the expiration of this lease, the Landlord or any agent of the Landlord may display signs to rent or sale the premises. Furthermore the Landlord or any agent may show the property to prospective Tenants or purchasers.

- 25. Right of Inspection: The Landlord and the Landlord's agents have the right at all reasonable times during the term of this lease to enter the leased premises for the purpose of inspecting them and all buildings and improvements on the premises.
- 26. Holdover by The Tenant: Should the Tenant remain in possession of the leased premises with the consent of the Landlord after the expiration of this lease, a new tenancy from month to month shall be created between the Landlord and the Tenant which shall be subject to all the terms and conditions of this lease but which shall be terminable by thirty (30) days' written notice served by either the Landlord or the Tenant on the other party to this lease.
- 27. Notices: Any and all notices or other communications required or permitted by this lease to be served on or given to either party to this lease by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service, when affixed to an exterior door, or when deposited in the United States mail, postage prepaid, addressed to the Tenant at the address of the leased premises or to the Landlord at the address stated in this lease. Either party may change the address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in this paragraph.
 - a. Per Section 92.013 (a) of the Texas Property Code, the Tenant designates the following person for the Landlord to contact in the event of the Tenant's death, concerning this lease and the Tenant's property contained in the leased premises:

NAME	ADDRESS	CONTACT NUMBERS
------	---------	-----------------



The Landlord is authorized to do the following in the event of the Tenant's death, absence, or abandonment:

- i. Allow the above-listed person access to the premises upon the Tenant's absence, abandonment or death. The Landlord or a representative of the Landlord shall be present. Access shall be during the Landlord's regular business hours.
- ii. The above person may remove the Tenant's property that is located at the leased premises.
- iii. Refund any moneys owed to the Tenant after the deduction of any lawful deductions that the Landlord is entitled to.

- 28. Location for Rent Payment: Unless changed by written notice pursuant to the provisions in paragraph 20 above, all rent payable under this lease shall be paid to the Landlord at the following address:

*Campus Living Office
3801 Campus DR.
Waco, TX 76705
254-867-3824*

- 29. Attorney's Fees: Should any litigation be commenced between the parties concerning the leased premises, this lease, or the rights and duties of either party in relation to the lease or the premises, the party prevailing in the litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in the litigation.

30. General And Administrative Provisions:

- a. Acceptance: This Lease is not binding until it is executed by all parties to this Lease.
- b. Amendment or Modification: This Lease represents the entire agreement by and between the parties except as otherwise provided in this Lease. It may not be changed except by written agreement duly executed by all of the parties.
- c. Paragraph Headings, Use of Pronouns, and Captions: The captions, numbering sequences, titles, paragraph headings, punctuation, and organization used in this Lease are for convenience only and shall in no way define, limit or describe the scope or intent of this Lease or any part of it. The paragraph headings used in this Lease are descriptive only and shall have no legal force or effect whatsoever other than to aid a reasonable interpretation of the Lease. The titles to each of the various articles and paragraphs are included for convenience or reference only and shall have no effect on or be deemed as part of the text of this Lease.
- d. No Waiver: The failure or delay of either party in the enforcement of the rights detailed in this Lease shall not constitute a waiver of the rights nor shall it be considered as a basis for estoppel either at equity or at law. That party may exercise its rights under this Lease despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.
- e. Entire Agreement: This Lease and the exhibits attached hereto and incorporated herein, if any, contain the entire Lease of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties to this Lease other than those set forth herein and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties.
- f. Severability: If any provision of this Lease is for any reason held violative of any applicable law, governmental rule or regulation, or if the provision is held to be unenforceable or unconscionable, then the invalidity of that specific provision shall not be held to invalidate the remaining provisions of this Lease. All other provisions and the entirety of this Lease shall remain in full force and effect unless the removal of the invalid provision destroys the legitimate purposes of this Lease, in which event this Lease shall be canceled and terminated.
- g. State Law and Venue: This Lease shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in McLennan County, Texas. The parties agree that venue for purposes of any and all lawsuits, causes of action, arbitrations, or other disputes shall be in McLennan County, Texas.

Bed Bug Addendum

This Bed Bug Addendum (this "Addendum") is made and entered into as of the same date as the Lease Contract or Housing Agreement (the "Lease") to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Lease as if the terms of this Addendum were written into the Lease. In the event of any conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall prevail.

1. **Purpose.** This Addendum modifies the Lease Contract and addresses the situation related to bed bugs which may be discovered infesting the dwelling or personal property in the dwelling. It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This addendum contains important information for you and sets forth responsibilities for both of us.
2. **Inspection.** You agree that you will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us in writing of any bed bugs or bed bug infestations.
3. **Representations.** You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.
4. **Access for Inspection and Pest Treatment.** You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum. 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 apartment and building and common areas for bed bugs. You are responsible, at your own cost, for having your personal property, clothing, furniture and possessions treated, according to accepted treatment methods, established by a licensed pest control firm that we approve. You agree not to treat the dwelling for bed bug infestations on your own.
5. **Duty to Report.** You must promptly notify us of any known or suspected bed bug infestations in the dwelling, in any of your clothes, furniture or personal belongings or if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bugs by a licensed pest control professional or other authoritative source.
6. **Cooperation & Responsibilities.** Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your unit, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense. You acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the apartment. If you fail to

move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease.

7. **Indemnification.** Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.
8. **Default.** Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.
9. **Severability, Waiver and Survival.** The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease. The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.