LEASE AGREEMENT



THIS LEASE AGREEMENT ("Lease") made by and between:

Resident: Akirah Ray **Resident Phone:** +15127705605

Resident Address: 201 Inman St Unit #TBD Denton TX Resident Email:

76205-7139

Hereinafter called "Resident", and AC Denton, LLC, hereinafter called "Landlord". The terms "you" and "your" shall refer to Resident; the terms "us" and "our" shall refer to Landlord. For and in consideration of the rent to be paid and the premises to be let and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Resident agree as follows:

- 1. **Premises.** Landlord does hereby lease unto Resident and Resident hereby leases from Landlord a room or suite accommodation in the apartment complex known as Forum Denton 201 Inman St Denton TX 76205-7139, (the "Property") consisting of your sole use of an individual bedroom in a 3x3 unit or suite and your nonexclusive right to use the shared living areas in the unit or suite (the "Premises"), all subject to and in accordance with the provisions of this Lease. The Premises are not a specific room or suite within the Property, but rather the room or suite Landlord assigns Resident in order to accommodate, to the extent possible, the interest and personal preferences of Resident and other Residents and the interests of Landlord and the Property. With at least five (5) days' notice to Resident, Landlord may relocate Resident to another room or Unit in the Property. Landlord will attempt to honor Resident's request for a co-resident assignment(s) in multiple occupancy units, but Landlord reserves the right to make or change all room and Unit assignments. As used in this Lease, the term "Unit" shall mean the unit or suite in which Resident's bedroom under this Lease is located.
- 2. **Term.** The term of this Lease ("Term") shall begin 08/01/2020, at 10 a.m. and terminate 07/31/2021, at 10 a.m., unless sooner terminated as hereinafter provided. This Lease continues regardless of whether Resident's job is transferred, Resident ceases to be enrolled in school, or for any other reason Resident is unable to continue occupancy of the Premises, and Resident's (and Guarantor's) obligation to pay rent and perform all other obligations in this Lease continue until the Term ends and Landlord has been paid all sums due to it or until tenancy is otherwise terminated pursuant to the terms of this Lease or the laws of the state in which the Property is located.
- **3. Rental.** Resident agrees to pay the total basic rent amount of \$6240.00 for the Term of this Lease (exclusive of any other charges and fees payable by Resident under this Lease). Basic rent is due in 12 periodic installments of \$520.00 each, and is payable as part of each Payment Installment (defined below in the Summary of Payment Installment), as provided below.

Although basic rent is payable in installments, Resident acknowledges that the full amount of the rent stated above is due even though the Term stated above does not encompass a full 365 days. The total rent is a fixed amount for the entire Term and is payable in installments for convenience only; there is no proration or adjustment for any partial month during the Term.

Time of payment is of the essence. Payment of the first Payment Installment (defined in the Summary of Payment Installment) is due on or before the Rent Commencement Date, and payment of each subsequent Payment Installment is due on or before the 1st day of each subsequent month during the Term of this Lease, without Landlord having to make demand for payment, until Resident has paid 12 Payment Installments hereunder. In the event the payment is not received by the Landlord on or before the due date, then, at the option of Landlord, such failure to pay on time shall constitute default. In the event that Resident does not cure such default within ten days after notice of the default is delivered by Landlord to Resident, then the Resident's delinquent payment will not cure the default, and Landlord may terminate this Lease, initiate eviction proceedings, and/or exercise any other remedies that may be available to Landlord hereunder, at law, in equity or otherwise. A \$50.00 charge will be assessed by Landlord on the 4th day after any delinquent payments of the Payment Installment (defined in the Summary of Payment Installment) are due, with \$2.00 charge for each additional day up to \$250.00 or until payment is made in full, and Resident agrees to pay all such charges upon demand by Landlord. Resident agrees that such late fees are a reasonable estimate of uncertain damages to the Landlord that are incapable of precise calculation, and result from late payment of any of the Payment Installment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise any and all remedies in this Lease. We will not accept personal checks after the 10th of the month. There will be a \$35.00 service charge on all returned checks. No checks will be accepted thereafter. Landlord can require Resident to pay

any amounts due by cashier's check, wire transfer, or certified funds. Resident will bear the cost of attorney fees and court costs in the event Landlord prevails in any legal action to enforce Resident's obligations. Rent shall be payable to Landlord at its office located on the Property. Resident has no right to withhold rent for any purpose, except as allowed under applicable law. Resident may not reduce any rent payable to Landlord, except as allowed under applicable law.

Advanced Rent. Landlord may, as a condition to entering into this Lease, require that Resident pay advance installments of basic rent and charges upon Resident's execution of this Lease. (See Summary of Payment Installment attached hereto for requirements.) All such payments shall be considered advanced rent and shall be held by Landlord without obligation to segregate such funds or pay interest on the same, except to the extent otherwise required by applicable law. Unless agreed otherwise by Landlord in writing, (i) the payment by Resident in advance of one installment's basic rent and charges shall be applied to the first installment of basic rent and charges as the same becomes due, and (ii) any additional advanced rental (in excess of one installment) shall be applied towards basic rental and charges last becoming due under this Lease in the reverse order of their due date.

- **4. Other and Supplementary Terms, Attachments and Addendums**. To the extent attached to this Lease, each of the following are incorporated into and are a part of this Lease as if they were set forth in the body of this Lease. Capitalized terms used in each attachment and addendum that are not otherwise defined shall have the meanings ascribed to them in this Lease.
 - Summary of Payment Installment
 - Guaranty of Lease
 - Supplementary Lease Agreement Provisions
 - Rules and Regulations
 - Mold & Moisture Resident Responsibility Addendum
 - Crime Free Lease Addendum
 - Room Condition Inventory Addendum
 - Internet Access Addendum
 - Parking Addendum (If Applicable)
 - Bed Bug Addendum
 - Pet Addendum (If Applicable)
 - Resident Screening Criteria
 - Lease Concession Addendum (If Applicable)

SUMMARY OF PAYMENT INSTALLMENT

Summary of Payment Installment. The following is a summary of the basic rent and other charges due with each payment installment (the "Payment Installment") under this Lease. All fees and charges due and payable under this Lease in addition to basic rent shall be considered additional rent. There is no proration or adjustment of the Payment Installment for any partial month during the Term.

Base Rent: \$515.00

Premiums (Additional Options):

Parking \$0

Pet Rent \$0

Short Term Lease \$0

Total Payment Installment: \$520.00

Additional Charges

- Resident will be charged for certain utilities as set forth in Section 2 below.
- An additional pet deposit or one-time pet fee may apply. (See Pet Addendum)
- The application fee, administration fee, and security deposit are listed in Section 1 below.
- The Trash fee are listed in Section 2 below.
- Concessions are listed on the Concession Addendum, if applicable.



