



# LEASE CONTRACT

CERTIFIED LEASE TEXAS

## PARTIES AND LEASED PREMISES

<b>Owner</b> AC Denton, LLC	<b>Address</b> 201 Inman St Denton, TX 76205	<b>Phone</b> (940) 566-2146		
<b>Resident</b> Samson L. Dinkins	<b>Address</b> 11523 Stancliff Rd., Houston, TX 77099 - US	<b>Phone</b> (832) 571 - 4889		
<b>Email Address</b> sldinkins@aol.com				
<b>Unit</b> 3x3 Classic		<b>Floorplan</b> 3x3 Classic		
<b>Street Address</b> 201 Inman St	<b>City</b> Denton	<b>State</b> TX	<b>ZIP</b> 76205	<b>County</b> Denton

## LEASE TERM

<b>Type</b> <input checked="" type="checkbox"/> Move-In <input type="checkbox"/> Renewal	<b>Period</b> Twelve (12) Installments	<b>Start Date</b> 8/20/2021	<b>End Date</b> 7/31/2022	<b>Date Signed</b> June 23, 2021
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## RENT

<b>Payable To</b> Forum Denton	<b>Address</b> 201 Inman St, Denton, TX 76205	<b>Phone</b> (940) 566-2146		
<b>Office Hours</b> Monday - Friday 9am - 7pm; Saturday 10am - 5pm; Sunday 1 - 5pm	<b>Due On</b> 1st	<b>Late On</b> 4th	<b>Fax</b> (   ) -	

## CHARGES

Late Payment	\$65.40	Dishonored Payment	\$35.00	Transfer Charge	\$200.00
Reletting Charge	\$300.00				
<b>INSTALLMENT PAYMENTS</b>		<b>DEPOSITS</b>		<b>FEES</b>	
Rent	\$649.00	Security Deposit	\$0.00	Application Fee	\$0.00
Monthly Trash Service	\$5.00	<b>TOTAL SECURITY DEPOSIT</b>	<b>\$0.00</b>	Administrative Fee	\$0.00
<b>TOTAL INSTALLMENT</b>	<b>\$654.00</b>			<b>TOTAL ONE-TIME FEES</b>	<b>\$0.00</b>

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the **23rd** day of **June, 2021**, by and between Owner of Residential Community ("Owner") and **Samson L. Dinkins** (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **201 Inman St, Denton, TX 76205** (the "Leased Premises"), located within **Forum Denton** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with an attached to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

Any individual(s) assigned by Owner to share the Leased Premises with Residents, or to occupy another bedroom of the same apartment as Residents, under a separate Residential Lease Contract, shall be referred to hereinafter as "co-resident(s)." Unless otherwise specified in this Agreement, Residents acknowledge and agree that this Agreement is for the lease of a bed space or bedroom and not a specifically numbered apartment, which may be shared with co-residents. Residents have the joint right to use and occupy the Leased Premises's applicable common living areas with co-residents, including, but not limited to, kitchens, living rooms, bathrooms, laundry areas, storage areas, and any private balconies or patio attached to the Leased Premises. Residents agree that Owner is not liable for any claims, actions, or damages relating to, arising out of, or connected with disputes among or between Residents and co-residents.

**1. OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises shall be occupied solely by Residents and any co-residents, as assigned by Owner. No other persons may reside in, or otherwise occupy, the Leased Premises without Owner's prior written consent. Guests are not permitted to stay in the Leased Premises for more than **three (3)**

consecutive days or **fourteen (14)** total days in any **twelve (12)** month period, without Owner's prior written consent. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. Any assignment or subletting without Owner's prior written consent shall be void and may, at Owner's sole discretion, terminate this Agreement. Owner's acceptance of rent from any person, not identified as a Resident or a co-resident, shall be deemed to be the payment of rent on behalf of Residents and shall not constitute Owner's consent for said person to occupy or reside in the Leased Premises.

**1.1. Availability and Room Assignment.** To the extent practical and at Owner's sole discretion, Owner will attempt to honor Residents' request for specific bedroom or apartment types. Residents acknowledge that bedroom and apartment types are subject to availability, and Owner cannot guarantee the availability of requested bedroom or apartment type. Residents are not released from the obligations and liabilities under this Agreement if Owner is unable to accommodate Residents' request for a specific bedroom or apartment type. Additionally, Residents understand that the sums owed in this Agreement may vary depending on premiums assessed for bedroom or apartment size, location, or other values added or lost from the bedroom or apartment type originally requested by Residents, and Residents agree to pay these sums pursuant to the terms of this Agreement.

**1.2. Relocation.** In order to maximize operational efficiencies, Owner may, at its sole discretion, require Residents to relocate to another bedroom in the apartment or relocate to another apartment in the Residential Community. Owner reserves the right to relocate Residents at any time, with **five (5)** days prior written notice. Residents acknowledge and agree that variations to bedroom size, apartment size, location, and value may result from this form of relocation and that Owner shall not be liable to Residents for any costs incurred by such relocation. Additionally, Residents acknowledge and agree that failure or refusal to comply with such relocation will be deemed a violation of this Agreement.

**1.3. Transfers.** Residents shall not transfer or reside in another bedroom in the apartment or another apartment in the Residential Community, other than that which is assigned to Residents, without Owner's prior written consent. Residents may request a transfer, however Residents understand that such consent is predicated upon the need for a transfer and subject to availability based on the date of the request. If Owner, in its sole discretion, is able to accommodate Residents' request for a transfer, Residents agree to pay Owner, as a transfer charge, a sum of **\$200.00**, which shall be due prior to the effective date of the transfer. However, at Owner's sole discretion, Owner may not require a transfer charge from Residents if the transfer request is received within **seven (7)** days after the commencement of this Agreement. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent for any future transfers or right to future transfer charges.

**2. TERM.** This Agreement shall be for a fixed lease term of **twelve (12)** installments, beginning on **August 20, 2021** and ending at **10:00am**, on **July 31, 2022** ("Term").

**2.1. Renewal** This Agreement will **NOT** automatically renew upon expiration of the Term. Prior to the expiration of the Term, Residents may be provided an opportunity to renew this Agreement, or sign a new Residential Lease Contract for an additional term or terms, in order to remain in the Lease Premises. If this Agreement is not renewed or a new Residential Lease Contract is not signed, Owner has the right to rent the Leased Premises to other residents upon the expiration of this Agreement.

**3. SECURITY DEPOSIT.** Residents have deposited with Owner the sum of **\$0.00**, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit. **There is an additional animal deposit.** A separate animal addendum will detail the amount of the animal deposit. **Owner may satisfy the duty to refund the security deposit and sending the itemized deduction to a forwarding address provided by Residents which shall constitute notice to all Residents.**

Owner may recover amounts owed by Residents from the security deposit for any lawful reason including, but not limited to, the following: any damages or loss caused by Residents' default or breach of this Agreement; delinquent or unpaid rent; late fees; electricity; electricity, gas, water, sewer, storm water, or other utility charges; damages to the Leased Premises cause by simple neglect, intentional act, accident, or inaction; the replacement cost of fixtures or other items contained in the Leased Premises that are damaged or destroyed; service charges; batteries for smoke detectors or other safety devices; unreturned, damaged or missing keys or entry devices; replacement light bulbs; reletting expenses; delinquent fees or unpaid deposits; the costs of rekeying or disabling unauthorized security systems and alarms; pet charges; government assessments against Owner caused by Residents or Residents' guests; trash removal; all costs associated with illegally parked vehicles, including removal; returned payment fees; and removal and storage of items left in the

Leased Premises. If the security deposit does not cover all of Owner's loss, Residents are liable for any unsatisfied amounts.

4. **RENT.** Residents agree to pay to Owner, as total rent for the Leased Premises during the Term, the sum of **\$7,848.00**. Rent will be paid in installments of **\$654.00** due on or before the **1st** day of each month ("Due Date"), as follows:

INSTALLMENT DUE DATE	AMOUNT
1. August 1, 2021	\$654.00
2. September 1, 2021	\$654.00
3. October 1, 2021	\$654.00
4. November 1, 2021	\$654.00
5. December 1, 2021	\$654.00
6. January 1, 2022	\$654.00
7. February 1, 2022	\$654.00
8. March 1, 2022	\$654.00
9. April 1, 2022	\$654.00
10. May 1, 2022	\$654.00
11. June 1, 2022	\$654.00
12. July 1, 2022	\$654.00

Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the Due Date in the form of **online payment, debit, personal check or certified check**. Rent and all other sums due to Owner will be payable to **Forum Denton, 201 Inman St, Denton, TX 76205, (940) 566-2146**. The usual days and hours when payments may be made personally are: **Monday - Friday 9am - 7pm; Saturday 10am - 5pm; Sunday 1 - 5pm, 201 Inman St, Denton, TX 76205**. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience – the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the **4th** day of the month, payment must be in the form of **certified check or money order**. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of **certified check or money order**.

**4.1. First Payment.** Residents shall pay the first month's rent or first installment of rent on or before the Term begins. In the event Residents fail to pay the first month's rent or first installment of rent, Owner shall be entitled to recover all damages suffered, including any future rent as it becomes due and other amounts subject to any mitigation of Owner's loss.

**4.2. Online Payments.** Residents are permitted to make rent payments via an online web-based service. Payment of rent online, while such service is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such service is used is Residents', and not Owner's, risk. Furthermore, Residents hereby agree not to chargeback any rent payments made by credit card, debit card, EFT, ACH or any other electronic means to Owner. Residents shall pay Owner a sum of **\$35.00** for each chargeback, as a liquidated damage. In the event of a chargeback, Residents may, at Owner's option, be required to pay the rent and applicable late charges by **certified check or money order**. If **one (1)** or more payments submitted by Residents are chargedback in any **twelve (12)** month period, Residents shall be required to pay all future rent and other charges by **certified check or money order**.

5. **LATE PAYMENTS AND FEES.** Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report any delinquent rent or other amounts owed to a credit reporting agency.

**5.1. Late Payments.** Residents shall pay the total amount of rent owed on or before the Due Date. If Residents fail to timely pay all rent, Owner is entitled to a late fee of **\$65.40** on the **4th** day of the month.

**5.2. Dishonored Payments.** Residents shall owe **\$35.00** for each dishonored payment plus any applicable late fees

described in this Agreement until all amounts owed are paid. Residents must resolve dishonored payments caused as a result of a financial institution with the financial institution. Owner is unable to waive the charge for dishonored payments or any late fees. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by **certified check or money order**. If **one (1)** or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any **twelve (12)** month period, Residents shall be required to pay all future rent and other charges by **certified check or money order** plus any and all costs required in the collection of said payments.

- 6. **PAYMENTS.** Owner is not obligated to accept any payment for rent or other charge after it is due. Except for rent, all other charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by the Residents or when the charges may have been accrued.
- 7. **RENT INCREASES AND LEASE CHANGES.** Owner may notify Residents in writing of any increase in rent five (5) days before the final date that Residents are required to give their move-out notice. The new rent shall take effect on the date stated in the notice and after the current lease term expires. Owner may deliver the notice of an increase in rent via email or other electronic messaging service. Residents are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.
- 8. **COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any guests while present at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors or interfere with Owner's business operations. Failure to abide by this policy may result in the termination of this Agreement.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents giving incorrect or false answers in a rental application; 3) Residents being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

- 9. **REPLACEMENTS AND SUBLETTING.** Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement, unless otherwise agreed to by Owner in writing. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises, unless otherwise required by applicable law. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.
- 10. **USE OF LEASED PREMISES AND COMMON AREAS.** Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other residents or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Finally, Residents shall not put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or Residents' guests. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use

clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent--any lawful business conducted at home by computer, mail, or telephone is permissible if permitted by local zoning ordinance and customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) businesses allowed in a home by state or local statute or ordinance will be permitted with proper licensing and notification provided to Owner in advance of the operation of the business; 8) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any community rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; 9) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest or resident in the Residential Community; and 10) Residents agree to notify Owner if Residents are convicted of a felony, offense involving a controlled substance, violence to another or destruction of property or if any of the above register as a sex offender in any state. Any violation of these provisions shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy.

**11. LEASED PREMISES AND FURNISHINGS.** Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner prior to or on the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or Residents' guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of Owner, unless otherwise required by law.

**11.1. Smoke Detectors.** Residents are prohibited from disconnecting or intentionally damaging smoke detectors. Residents must immediately remove and replace the smoke detectors dead battery with a working battery. Failure to comply with this provision may subject Residents to damages and civil penalties under Tex. Prop. Code § 92.2611.

**11.2. Security Devices.** Subject to certain exceptions and limitations, Owner will provide: 1) a window latch on each exterior window of the Leased Premises; 2) a doorknob lock or keyed dead bolt on each exterior door; 3) a sliding door pin lock on each exterior sliding glass door of the Leased Premises; 4) a sliding door handle latch or a sliding door security bar on each exterior sliding door of the Leased Premises; 5) a keyless bolting device and a door viewer on each exterior door of the Leased Premises; and 6) any other requirements provided for by applicable law. At Owner's expense, Owner will rekey a security device operated by a key, card, or combination no later than the seventh (7) day after each Residents' turnover date. At Residents' request and expense, Owner will perform additional rekeying or change a security device. **If Residents vacate the Leased Premises in breach of this Agreement, Owner may deduct the reasonable cost incurred by Owner to rekey a security device from Residents' security deposit.**

**12. UTILITIES.** Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises:  **electricity (subject to Resident payment for same in excess of allotment of \$30.00 per person per month), water, wastewater, pest control, trash removal, and basic cable TV/Internet package** . Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Term or any renewal period. Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior

written approval.

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the Due Date of the month next following the date of such billing. When Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event sub-metered or allocation payments are not made when due, it shall be considered a default under this Agreement.

**12.3. Connecting Utilities.** Utilities which are individually metered must be connected in Residents' names and Residents are responsible for notifying the utility provider with any changes and move-out date so the meter can be timely read. In certain areas, Residents may be able to choose between utility providers. If Residents choose to use a different provider than that of Owner, Residents must provide Owner with written notice and must pay any applicable provider fees, including but not limited to, changing the service back to Owner's name after Residents move out. Owner will attach an addendum to this Agreement if a utility is sub-metered or pro-rated by an allocation formula.

**13. DAMAGES, ALTERATIONS, AND REPAIRS.** Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

**EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMODATIONS, ALL NOTICES FROM RESIDENTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS AND PROVIDED TO OWNER IN WRITEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER.** Verbal requests from Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

**14. RISK OF LOSS OF RESIDENT'S PROPERTY.** Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents or Residents' guests are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than **\$100,000.00** for the Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the requirements of this provision.

**15. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **10** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other

person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.

**16. HOLD HARMLESS FOR GUESTS.** Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' guests, or any other person in the Leased Premises with Residents' permission. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to Owner. Owner is not liable for damage to doors, window, or screens; damage caused by open windows or doors; or damage cause by wastewater stoppage in pipes exclusively serving the Leased Premises unless the damage or stoppage is due to Owner's negligence. Residents must pay for repair and/or replacement for the damage detailed above. Owner may require payment from Residents in advance of repairs or at any other time and delay in demand for payment by Owner does not constitute waiver by Owner.

**17. DELIVERY OF LEASED PREMISES.** If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Term, this Agreement will continue to be in effect, and Residents' may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises.

**18. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; and making reasonable repairs, subject payment by Residents for liable damages.

**18.1. Security.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.

Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.

**19. ACCESS.** Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrender the Leased Premises; 6) pursuant to court order; 7) to perform an inspection of the Leased Premises; or 8) under any other circumstances permitted by state law. Owner will give Residents at least **twenty-four (24)** hours notice of Owner's intent to enter unless: a) an emergency exists; b) Residents have abandoned or surrendered the Leased Premises; or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless: i) an emergency exists; ii) Residents have abandoned or surrendered the Leased Premises; or iii) Residents consent, at the time of an entry that is not during normal business hours, to the entry. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.

**20. TERMINATION, DEFAULT, AND REMEDIES.** Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this

Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. This Agreement shall be deemed terminated upon written notice of termination by Owner to Residents. No other action by Owner shall constitute termination, including, but not limited to: a) maintenance of the Leased Premises by Owner or on Owner's behalf; b) efforts to rent out the Leased Premises by Owner or on Owner's behalf; c) Owner's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Agreement; d) Owner's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Agreement; or e) actions by Owner to procure the appointment of a receiver to secure Owner's interests under this Agreement. In the event of a breach by Residents, or where required by applicable law, Owner may provide to Residents written notice of the breach and demands for cure. Owner may terminate this Agreement if a cure is not possible or if Residents do not cure the breach within the period provided by the notice or law.

**20.1. Acceleration.** If Residents, without Owner's consent, move out, remove property in preparation to move out, or give oral or written notice of intent to move out prior to the end of the Term or renewal periods **AND** Residents have not paid all rent for the entire Term or renewal periods, then Residents will be liable to pay rent through the remainder of the Term or renewal periods. Payment will be automatically accelerated and due without notice or demand. Residents under a court ordered eviction or Residents who move-out on demand from Owner due to a breach, will also be subject accelerated rent payment. Accelerated rent payments are subject to Owner's obligation to mitigate.

**20.2. Collection Fees and Judgments.** Residents will be subject to eighteen percent (18%) interest per year, compounded annually, from the due date for all unpaid amounts owed to Owner, including judgments. Residents must also pay any collection agency fees if Residents fail to pay all amounts due within ten (10) days after Owner mails notice demanding payment and states that collection fees will be added to amount owed. In the event of litigation resulting from or relating to this Agreement, the prevailing party may recover reasonable attorneys' fees and all other litigation costs from the non-prevailing party. Neither party may recover attorneys' fees or litigation costs associated with the party's claims for personal injury, sentimental, punitive, or exemplary damages.

**20.3. Notice.** If Owner fails to repair a condition that materially affects the physical health or safety of an ordinary resident as required by this Residential Lease Contract or the Texas Property Code, Resident may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If Resident follows the procedures under those sections, the following remedies may be available to Resident: 1) terminate the Residential Lease Contract and obtain an appropriate refund under 92.056(f); 2) have the condition repaired or remedied according to § 92.0561; 3) deduct from the rent the cost of the repair or remedy according to § 92.0561; and 4) obtain judicial remedies according to § 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 seven (7) days is a reasonable period of time for Owner to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Residents to be in default of this Agreement.

**20.4. Reletting Expense.** Because damages relating to Owner's costs to find and replace tenants are difficult to ascertain in the situations described below, Residents agree that a reletting expense of **\$300.00**, which does not exceed eighty-five (85%) of the highest monthly rent under this Agreement, is a reasonable estimate for such activity. Residents will be required to pay the reletting expense: a) for failure to provide written move-out notice pursuant to terms of this Agreement; b) upon Owner's demand in the event of Residents' default; c) pursuant to a court order for eviction; d) for failure to pay rent in full for the entire lease term or renewal period upon move-out; or e) failure to pay any additional unpaid balances owed. The reletting expense is not the same as a lease cancellation fee or buyout fee, rather, it is an agreed upon liquidated amount to cover Owner's damages in part. The reletting expense is not a substitute for and does not release Residents from liability for damages to the Leased Premises, cleaning charges, past and future rent due, or other amount due under this Agreement.

**21. MOVE-OUT NOTICE PROCEDURES.** Prior to moving out, Residents are required to provide Owner with at least **thirty (30)** days advance written notice. The move-out notice must comply with the notice provision of this Agreement and provide Residents' move-out date. Residents must obtain written acknowledgment from Owner of receipt of Residents' move-out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents have breached the terms of this Agreement. Oral move-out notice is not an acceptable form of termination. The move-out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move-out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties.

Residents and Residents' guests must vacate the Leased Premises on or by the agreed upon move-out date, the date contained in Resident's move-out notice, or Owner's notice to vacate. Owner may pursue action for possession for any hold over after expiration of the term of this Agreement or its termination, without the consent of Owner. Additionally,



Residents will be liable for hold over rent and rent for the full term a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over. If the hold over is willful and not in good faith, Owner may also recover: 1) an amount equal to, but not more than, three (3) months periodic rent or the actual damages sustained by Owner, whichever is greater; 2) reasonable attorney's fees; and 3) any other damages allowed by state law. Pursuant to state law, Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due. Residents may be liable for up to three (3) times the amount of wrongfully withheld for bad faith violations of this provision.

**21.1. Cleaning.** Prior to moving out, Residents are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move out and cleaning instructions provided by Owner. If, at Owner's discretion, Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses. Owner may deduct the cost of carpet cleaning regardless of whether Residents clean the carpet before delivery of possession of the Leased Premises to Owner.

**22. RESIDENTS' PERSONAL PROPERTY.** Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement. Owner may remove and dispose of Residents' personal property in a manner permissible by state law: a) fourteen (14) days after termination or expiration of this Agreement and Residents have vacated the Leased Premises; or b) upon surrender, abandonment, or court ordered eviction of Resident. Owner may consider the Leased Premises surrendered when: a) this Agreement expires; b) Residents return keys and access devices to Owner; or c) Residents have vacated the Leased Premises and the move out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: a) the Leased Premises appears to have been vacated; b) a significant number of Residents' personal belongings have been removed; c) electric services to the Leased Premises has been terminated for seven (7) consecutive days; d) Residents do not provide timely response to notice of abandonment posted on the door of the Leased Premises and sent by Owner to Residents' last known address; or e) ten (10) days after the death of sole resident of the Leased Premises.

A contractual lien may be placed on all property in the Leased Premises to secure payment of delinquent rent by Owner, subject to exclusions and limitations provided by applicable law. Owner will follow all applicable legal requirements for seizure, removal, notice, sale, redemption, and storage of Residents' personal property. All property in the Leased Premises is presumed to belong to Residents' unless proven otherwise. Property seized and stored by Owner under a contractual lien for rent as authorized by law may be redeemed by Residents by full payment of all delinquent rent due at the time of the seizure. If notice of sale is given prior to Residents seeking redemption, Residents may redeem their seized property by full payment of all delinquent rent due and reasonable charges for packing, removing, and storing. Property removed or stored by Owner after Residents surrender, abandon, or are subject to a court ordered eviction may be Redeemed by Residents upon payment of all outstanding sums owed under this Agreement and applicable law. In all instances of redemption by Residents, Owner may require payment in cash, money order, or certified check.

**23. SECURITY DEPOSIT RETURN.** Owner will mail the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than thirty (30) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents. Residents are not entitled to a refund of any portion of the security deposit unless Owner receives proper notice of move-out pursuant to this Agreement. If Residents fail to provide a valid forwarding address, Owner shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of Residents or, if none, to Residents at the address of the Lease Premises. Any deposit unclaimed by Residents, as well as any outstanding check, shall be forfeited by Residents after ninety (90) days.

**24. RELEASE OF RESIDENTS.** Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

**24.2. Military Personnel Release.** The Servicemembers Civil Relief Act ("SCRA") provides relief to U.S. service members entered into certain real property leases. Residents eligible for protection under the SCRA include: 1) Active duty service members who receive military orders for a permanent change of station or deployment orders; 2) Residents entering active duty service for the first time; and 3) Activated Reservists and National Guardsmen, when serving in federal active duty. The SCRA allows for early termination in the following instances: a) the service member entered into the lease before active military service; b) the service member entered into the lease while on active duty and then received permanent change of station orders; or c) the service member entered into the lease while on active duty and then received orders to deploy in support of a military operation in excess of ninety (90) days.

Residents seeking release pursuant to the SCRA are required to provide: 1) at least thirty (30) days written notice to Owner; and 2) copies of Residents' military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due. In order to be eligible for release under this section, this Agreement

must be signed by or on the behalf of the service member. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

**25. MISCELLANEOUS.** This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

**25.1. Zero Tolerance Crime Policy.** Residents, Residents' guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or control substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of the Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that the provisions in this Addendum are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of the Residential Lease Contract and is good cause for immediate termination of tenancy.

**25.2. Satellite Dishes and Antennas.** The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. The Residential Lease Contract must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Resident shall not install any external media device nor climb or have others climb upon the roof.

**25.3. Bedbugs.** Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have an affirmative duty to inspect the Leased Premises and notify Owner of the presence or infestation of insects or vermin including bedbugs within forty-eight (48) hours of Residents taking possession of the Leased Premises. Absent this timely notice to Owner, Residents acknowledge and confirm that the Leased Premises are free of the presence or infestation of insects or vermin, including bedbugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

**25.4. Fair Housing.** Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex, age, physical or mental disability, or family status.

**25.5. Sale of Leased Premises.** In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.

**25.6. Photograph Release.** Residents give permission to Owner to use any photograph or photographic image including video or video stills taken of Residents while in the common areas of the Residential Community or at any events sponsored by the Residential Community. Residents hereby grant Owner, and any of Owner's affiliates, successors or anyone else authorized by Owner, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of Residents' image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. Residents also consent to the use of any printed matter in conjunction therewith. Residents hereby waive any right to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. Residents hereby release, discharge, and agree to hold harmless Owner and any of Owner's affiliates, successors or anyone else authorized by Owner, for all claims and demands arising out of or in connection with the use of the images taken of Residents, including without limitation any and all claims for libel, false light or invasion of privacy.

Initial: \_\_\_\_\_

**25.7. Deactivation of Keyless Bolting Devices.** Owner may deactivate or not install keyless bolting devices on Residents' doors if: 1) one of Residents or an occupant in the Leased Premises is over fifty-five (55) or disabled; and 2) the requirements of Tex. Prop. Code § 92.153(e) or (f) are satisfied.

**25.8. Utility Use and Waste.** Residents acknowledge and agree that utilities provided under this Agreement are for normal household use and must not be wasted.

**25.9. Waiver of Jury Trial.** To the extent permitted by law, the parties agree that any dispute arising from or related to this Agreement will be decided by a judge and not a jury.

**26. DISCLOSURE.** Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

**27. NO WAIVER.** Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

**28. SEVERABILITY.** If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

**29. ATTACHMENTS TO THE AGREEMENT.** Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

- |  |  |
|--|--|
| Mold Disclosure Addendum                           | Furniture Addendum                         |
| Addendum for New Lease - COVID-19                  | Internet Access Addendum                   |
| Animal Addendum - Student Housing                  | No-Smoking Addendum - Student Housing      |
| Assignment Addendum - Student Housing              | Parking/Storage Addendum - Student Housing |
| Bedbug Addendum - Student Housing                  | Roommate Addendum                          |
| COVID19 - Rules & Regulations                      | Roommate Matching                          |
| Community Policies Addendum - Student Housing      | Utility Addendum - Student Housing         |
| Crime/Drug Free Housing Addendum - Student Housing |  |

**30. SIGNATORIES.** This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

**Residents may take a copy of these documents for review and/or consult an attorney before submitting a rental application or signing this Agreement. Additional provisions or changes may be made in this Agreement if agreed to in writing by all parties. Residents are entitled to receive an original of this Agreement after it is fully signed.**

**29.1. Electronic Signatures.** The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Samson L. Dinkins (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## MOLD DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **June 23, 2021**, and is between the Owner of **Forum Denton** ("Owner") and **Samson L. Dinkins**, (collectively and individually "Residents"), for the premises at **201 Inman St #3x3 Classic, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

### MOLD WARNING

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. If moisture is allowed to accumulate in the Leased Premises, it can cause mold and mildew growth. Mold can grow on damp surfaces within 24 to 48 hours. There are no established guidelines for unacceptable air quality caused by mold.

### OWNER'S DISCLOSURE

Owner has inspected the Leased Premises and has no knowledge of mold and/or mildew contamination located in or around the Leased Premises.

### MOLD/MILDEW PREVENTION

To prevent mold and/or mildew contamination, Residents shall maintain the Leased Premises in a manner that prevents mold or mildew growth within the Leased Premises, which includes, but is not limited to:

1. Inspecting the Leased Premises regularly for the indications and sources of indoor moisture.
2. Keeping the Leased Premises free from moisture, dirt and debris that can harbor mold. Maximizing the circulation of air by keeping furniture away from walls and out of corners.
3. Cleaning and drying any visible condensation/moisture on windows and window tracks, walls, and any other surfaces, including personal property, as soon as reasonably possible.
4. Using reasonable care to close all windows and other openings to prevent outdoor water from penetrating into the interior of the Leased Premises.
5. Utilizing bathroom fans while showering or bathing, and utilizing stove hood vents/exhaust fans whenever cooking, washing dishes, or cleaning.

**Residents agree to immediately notify Owner, in writing, of the presence of any mold or mildew growth on surfaces inside the Leased Premises. In furtherance of such obligation, Residents agree immediately notify Owner, in writing of any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as roof leaks, window leaks, plumbing leaks, drips, flooding, or "sweating" walls or pipes. Residents shall allow Owner to enter the Leased Premises to inspect and make necessary repairs, in the event mold or water intrusion is present. If Residents fail to comply with this Addendum, Residents can be held responsible for property damage to the Leased Premises and any health problems that may result.**

INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Samson L. Dinkins (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## ADDENDUM - ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION RELATING TO COVID-19

This Addendum – Assumption of Risk, Waiver of Liability and Indemnification (this "**Addendum**") is dated as of **June 23, 2021** (the "**Effective Date**") and is made a part of that certain Lease Agreement (the "**Lease**") dated **August 20, 2021** by and between **Forum Denton** ("**Landlord**"), and the undersigned resident ("**Resident**"), for the lease by Landlord to Resident of certain Premises at the **Forum Denton** (the "**Property**"), located at **201 Inman St, Denton, TX 76205**, and more particularly described in the Lease.

Notwithstanding any provisions in the Lease to the contrary, Landlord and Resident hereby agree as follows:

1. Assumption of Risk. Resident acknowledges that:

- The novel coronavirus commonly referred to as "COVID-19" has been declared a worldwide pandemic by the World Health Organization, and is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces.
- Resident may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property, and such exposure or infection may result in personal injury, illness, permanent disability or death.
- The risk of becoming exposed to or infected with COVID-19 at the Property may result from the actions, omissions or negligence of Resident or others, including, but not limited to, Landlord, Landlord's property manager, Landlord's and Landlord's property manager's respective staff, employees, contractors, directors, officers, members, managers, agents or representatives (each, a "**Landlord Party**" and collectively, the "**Landlord Parties**"), or from suitemates, other residents, guests and invitees.

**RESIDENT VOLUNTARILY ASSUMES ALL OF THE FOREGOING RISKS AND ACCEPTS SOLE RESPONSIBILITY FOR ANY INJURY (INCLUDING, BUT NOT LIMITED TO THOSE RESULTING IN DISABILITY OR DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE OF ANY KIND THAT RESIDENT MAY INCUR FROM OR IN CONNECTION WITH EXPOSURE TO COVID-19 AT THE PROPERTY.**

2. **WAIVER AND INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RESIDENT, ON BEHALF OF RESIDENT AND RESIDENT'S HEIRS, SUCCESSORS, EXECUTORS, SUBROGATES AND ASSIGNS, HEREBY EXPRESSLY WAIVES, RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LANDLORD PARTIES FROM AND AGAINST, ANY AND ALL CLAIMS, COSTS, EXPENSES, DAMAGES, LAWSUITS, JUDGMENTS, LOSSES OR LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) (COLLECTIVELY, "CLAIMS"), WHETHER NOW EXISTING OR HEREAFTER ARISING, FOR OR RELATING TO PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY, DEATH, LOSS OF USE, PROPERTY DAMAGE, MONETARY LOSS OR OTHERWISE, TO THE EXTENT ARISING FROM ANY RESIDENT EXPOSURE TO OR INFECTION WITH COVID-19, WHETHER SUCH EXPOSURE OR INFECTION OCCURS ON OR OFF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY LANDLORD PARTY, WHETHER SOLE, PARTIAL, OR CONCURRENT, BUT EXCLUDING ANY SUCH CLAIMS THAT ARISE FROM THE WILLFUL OR INTENTIONAL MISCONDUCT OF ANY LANDLORD PARTIES.**

3. Condition to Lease: Consideration. Landlord is requiring Tenant to execute this Addendum as a condition to Landlord entering into the Lease and/or providing to Resident access to certain common areas and amenities at the Property. Tenant acknowledges that it has received good and valuable consideration for entering into this Addendum. Nothing in this Addendum shall limit the right or obligation of Landlord under the Lease or otherwise, and Landlord shall have the right in its sole discretion, to limit or restrict access to certain portions of the Property for public safety and health reasons.

4. Addendum and Lease: Partial Invalidity: Applicable Law. The Lease (and all other Addenda attached thereto) and this Addendum shall together constitute one and the same instrument. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Lease or any other Addenda attached thereto, the terms and provisions of this Addendum shall supersede and control. and that if any provision hereof is found to be unenforceable, the remainder of this agreement shall be enforced to the fullest extent permitted by applicable law. This Addendum shall be governed by and construed in accordance with the laws of the state in which the Property is located.

5. Counterparts. This Addendum may be executed in multiple counterparts, each of which when executed will be an original and shall be binding upon the party whose signature appears thereon, and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by fax transmission or electronic mail (e.g., PDF) shall be as effective as delivery of an original executed counterpart.

\*\*\*Signatures on following page\*\*\*

Executed to be effective as of the Effective Date.

\_\_\_\_\_  
(Owner/Agent) Date

**BY SIGNING BELOW, RESIDENT ACKNOWLEDGES AND REPRESENTS THAT (I) RESIDENT HAS READ THIS ADDENDUM, INCLUDING THE FOREGOING ASSUMPTION OF RISK, WAIVER AND INDEMNIFICATION PROVISIONS, AND THAT RESIDENT UNDERSTANDS THIS ADDENDUM AND SIGNS IT VOLUNTARILY AND IS BOUND BY THE TERMS HEREOF; (II) RESIDENT IS SUFFICIENTLY INFORMED ABOUT THE RISKS INVOLVED IN RESIDING AT THE PROPERTY WITH RESPECT TO COVID-19; AND (III) RESIDENT IS AT LEAST EIGHTEEN YEARS OF AGE AND IS FULLY COMPETENT AND AUTHORIZED TO EXECUTE THIS ADDENDUM.**

\_\_\_\_\_  
Samson L. Dinkins (Resident) Date

## ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **June 23, 2021**, and is between the Owner of **Forum Denton** ("Owner") and **Samson L. Dinkins**, (collectively and individually "Residents"), for the premises at **201 Inman St #3x3 Classic, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

**1. DESCRIPTION OF ANIMALS.** Subject to strict compliance with this Addendum, Resident is permitted to have the below described animals in the Leased Premises until the expiration of the Lease Contract. Resident acknowledges that authorization may be sooner terminated if: a) Resident's tenancy is lawfully terminated; or b) Resident, or Resident's guests, violate any of the terms or conditions of this Addendum.

Resident may not substitute any other animals. Neither Resident nor Resident's guests may bring any other animal – mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect – onto the Leased Premises or the Community.

**2. ANIMAL RENT.** Resident agrees to pay Owner a sum of **\$0.00**, as animal rent, due on the **1st** day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the animal rent.

**3. ANIMAL DEPOSIT.** Resident agrees to pay Owner a sum of **\$150.00**, as an animal deposit, due prior to move-in. Owner will consider the animal deposit part of the security deposit for all purposes, and is not limited in use to damages caused by the animals listed in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the animal deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the animal deposit is not separately refundable even if the animals are removed prior to the end of the tenancy.

**4. ADDITIONAL FEE.** Resident agrees to pay Owner a sum of **\$0.00**, as a non-refundable animal fee, due prior to move-in. The non-refundable animal fee will not be returned or credited to any charges owed by Resident at the time of move out.

**5. ANIMAL RULES.** Resident is responsible for the animals brought onto the Leased Premises and/or the Community by Resident and Resident's guests, even if the animals do not belong to Resident. Resident agrees to abide by the following rules:

1. Residents shall be limited to a maximum of **1** animal(s) while residing at the Residential Community.
2. Animals must not disturb other residents, regardless of whether animals are inside or outside the Leased Premises.
3. Animals must be under Resident's supervision when outside the Leased Premises, and shall not be tied to anything or left unattended outside the Leased Premises – except for areas designed to Resident's exclusive use.
4. Owner may, but has no obligation to, retrieve and return unleashed animals to the Leased Premises, or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping unleashed animals.
5. Due to health regulations, Resident must not let non-support animals into pool areas, laundry rooms, offices, or other recreational facilities.
6. Animals must be housebroken, and may not weigh more than **ten (10)** pounds, fully grown, unless otherwise agreed to by Owner in writing. No animal offspring are allowed.
7. Animals must be fed and watered inside the Leased Premises. Do not leave animal food or water outside the Leased Premises at any time – except for areas designed to Resident's exclusive use. Resident should not leave animals on patios or balconies, if applicable, for extended periods of time.
8. Owner is not obligated to make necessary or requested repairs while unattended animals are present in the Leased Premises.
9. Resident is prohibited from letting animals defecate or urinate anywhere on the grounds of the Community. Resident must take animals off the Community grounds for that purpose. If animals defecate anywhere in the Community, Resident will be responsible for immediately removing the waste and repairing any damage. Patios and balconies, if applicable, should be kept clean of animal droppings, especially during hot weather when odors from such can be extremely offensive to other residents.
10. Notwithstanding anything to the contrary in this Addendum, Resident must comply with all local, state and federal laws and ordinances regarding animal defecation, ownership and care.
11. Owner reserves the right to make reasonable changes to the animal rules from time to time, in accordance with applicable laws. Owner will distribute written notice of any changes to the animal rules to all residents who are allowed to have animals.



12. Resident hereby represents and warrants that the above described animals has been properly licensed and inoculated as required by local law and Resident agrees to maintain such licensing and inoculation of the animals and to furnish Owner with evidence thereof promptly upon request.

6. **ANIMAL RESTRICTIONS.** Restricted animals and/or breeds include, but are not limited to, the following:

- 1. Animals:  Reptiles (snakes, iguanas)  Ferrets  Skunks  Raccoons  Squirrels  Rabbits  Birds (parrots, cockatiels, macaws)
- 2. Breeds:  Pit Bulls  Rottweilers  German Shepherds  Huskies  Malamutes  Dobermans  Chowchows  Great Danes

7. **COMPLAINTS ABOUT ANIMALS.** Resident will be asked to remove any animal that regularly disturbs other residents, whether inside or outside the Leased Premises, or constitutes a problem or obstruction to Owner or Owner's agents from properly performing their functions, duties and responsibilities. In this event, Resident must immediately and permanently remove the animal from the Leased Premises.

8. **OWNER'S REMOVAL OF ANIMALS.** Under certain circumstances, Owner may allow animal control, a local humane society or an analogous entity to enter the Leased Premises and remove an animal in accordance with applicable law if, in Owner's sole judgment, Resident has: a) abandoned an animal; b) left an animal in the Leased Premises for an extended period of time without food or water; c) failed to care for a sick, injured or dying animal; or d) violated the animal rules or any law applicable to animals.

9. **VIOLATION OF RULES.** If Resident, or Resident's guests, violate any rule or provision of this Addendum, Owner reserves the right to demand that Resident remove animals immediately and permanently from the leased Premises. Owner will also have all other rights and remedies set forth in the Lease Contract including, but not limited to, damages and eviction, to the extent allowed by applicable law.

10. **SUPPORT OR SERVICE ANIMALS.** Resident acknowledges that the ownership of or need for a support or service animal does not entitle Resident to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. Resident understands that the animal must be supervised while in common areas of the Community, and Resident must maintain control of the animal at all times. Resident is responsible for the proper disposal of animal waste, and is responsible for the care of the support or service animal. Owner will not charge a security deposit for the support or service animal. Resident will, however, be liable for any damages that the animal may cause. Resident acknowledges and agrees that if the animal violates the rules in this Addendum, Owner has the right to evict both Resident and the support or service animal, as well as exercise other remedies under the Lease Contract.

11. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Any additional rent or deposits under this Addendum will not limit Resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries. Resident will be liable for the entire amount of all damages caused by the animals. This provision applies to all parts of the Leased Premises, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, Resident must pay for Owner to replace them. Payment for damages, repairs, cleaning, replacements, and the like are due immediately upon demand. Resident is strictly liable for the entire amount of any injury that the animals cause to another person or to anyone's property. Resident will indemnify Owner for all costs of litigation and attorney's fees resulting from any such injury or damage.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **23rd** day of **June, 2021**.

\_\_\_\_\_  
Samson L. Dinkins (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## ASSIGNMENT ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **June 23, 2021**, and is between the Owner of **Forum Denton** ("Owner") and **Samson L. Dinkins**, (collectively and individually "Residents"), for the premises at **201 Inman St #3x3 Classic, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

LEASED PREMISES				
<b>Unit</b> 3x3 Classic	<b>Floorplan</b> 3x3 Classic			
<b>Street Address</b> 201 Inman St	<b>City</b> Denton	<b>State</b> TX	<b>ZIP</b> 76205	<b>County</b> Denton
LEASE CONTRACT				
<b># of Installments</b> 12	<b>Installment Amount</b> \$654.00	<b>Start Date</b> 8/20/2021	<b>End Date</b> 7/31/2022	<b>Total Contract Amount</b> \$7,848.00
<b>The Leased Premises will be assigned to Resident on or before the first day of the lease term as stated in the Lease Contract (entitled "Term").</b>				

1. **ASSIGNMENT.** To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the sums listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.
  
2. **RELOCATION.** For purposes of operating efficiency, Owner reserves the right at any time, upon **five (5)** days written notice, to relocate Resident to another bedroom in the apartment or to another apartment within the Community. Resident understands that variations in apartment size, location, and value may occur due to relocation. Owner will not be liable to Resident for any costs incurred while relocating to the new bedroom or apartment. Resident acknowledges and agrees that failure or refusal to relocate will be deemed a violation of this Lease Contract.
  
3. **TRANSFERS.** Resident is not permitted to change bedrooms or apartments without Owner's prior written consent. Any such consent is predicated upon availability, date and time of the request, and the grounds and need for the transfer. If Resident requests a transfer, and Owner is able to accommodate the request, Resident agrees to pay Owner a sum of **\$200.00**, as a transfer charge, which must be paid prior to the transfer. Owner, in its sole discretion, may not require a transfer charge from Resident if the request is received within **seven (7)** days of the initial occupancy. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent to any future transfers.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **23rd** day of **June, 2021**.

\_\_\_\_\_  
Samson L. Dinkins (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## BEDBUG ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **June 23, 2021**, and is between the Owner of **Forum Denton** ("Owner") and **Samson L. Dinkins**, (collectively and individually "Residents"), for the premises at **201 Inman St #3x3 Classic, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

It is our goal to maintain the highest quality living environment for our Residents. The Owner has inspected the premises prior to executing this Agreement and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread. It is important to underscore that travelers are mainly responsible for the transfer of bed bugs.

**Residents represent that all furnishings and other personal property that will be moved into the Leased Premises are free of bedbugs.**

\_\_\_\_\_ (Residents Initials)

Residents agree to maintain the premises in a manner that prevents the occurrence of a bed bug infestation in the premises. Residents further agree to uphold this responsibility in part by complying with the following list of responsibilities:

1. Residents will practice good housekeeping, including the following:
  - Residents will check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and belongings for signs of bed bugs before you enter your apartment. Check backpacks, shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.
  - Residents will remove clutter. Bed bugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
  - Residents will keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bed bugs, and report these immediately.
  - Residents will arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from the walls. Bed bugs can jump as far as three inches.
  - Residents will cover mattresses and box springs with zippered covers that are impermeable to bed bugs. These are relatively inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs inside from getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
  - Residents will avoid using appliances, electronics and furnishings that have not been thoroughly inspected for the presence of bedbugs. Make sure that the electronics, appliance, or furniture company has established procedures for the inspection and identification of bed bugs or other pests. This process should include inspection of trucks used to transport appliances, electronics, or furniture. Never accept an item that shows signs of bedbugs. Never take discarded items from the curbside or trash enclosures.
2. Residents will report any problems immediately. Specifically, Residents will:
  - Report any signs of bed bugs immediately. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
  - Report any maintenance needs immediately. Bed bugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
3. Residents will cooperate with pest control efforts. If your unit (or a neighbor's unit) is infested with bed bugs, a pest management professional may be called in to apply pesticides. The treatment is more likely to be effective if your unit is properly prepared. Residents will comply with the recommendations from the pest management professional, including:
  - Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these for transport to the laundry or dry cleaner.
  - Checking mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
  - Emptying dressers, nightstands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of

bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. Bag washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.

- Vacuuming floors, including inside closets. Pay special attention to corners, cracks, and dark places.
  - Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.
  - Carefully removing vacuum bags, sealing bags in plastic, and discarding.
  - Cleaning all machine-washable bedding drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to a dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
  - Moving furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Residents agree to indemnify and hold harmless the Owner from any actions, claims, losses, damages, and expenses, including, but not limited to, attorneys' fees that the Owner may sustain or incur as a result of the negligence of the Residents or any guest or other person living in, occupying, or using the premises.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

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Samson L. Dinkins (*Resident*)

*Date*

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(*Owner/Agent*)

*Date*



## COVID-19 RULES AND REGULATIONS USE OF AMENITIES AND COMMON AREAS

The health and safety of our residents are our number one priority, and we all have a role in limiting the spread of COVID-19. These rules and regulations, primarily related to the fitness center, common areas, and all other amenity areas and shared spaces of the Property outside of residential units (each individually a “Facility” and collectively the “Facilities”), have been developed with the health and safety of residents, their guests, and property staff in mind and in accordance with state/local orders and guidance from public health authorities. Please help us stop the spread of COVID-19.

The Rules and Regulations of the Property are amended to include the following additional rules and regulations, which are incorporated as part of each Resident's Lease, effective immediately:

### **Each Resident of the Property (“you”) must:**

1. Follow health and safety guidance from state/local government public health and other authorities. Additional resources can be found online at: Centers for Disease Control and Prevention (“CDC”) – [www.coronavirus.gov](http://www.coronavirus.gov)
2. Comply with all posted signs and published rules relating to the use of specific Facilities, including occupancy limits and protective measures.
3. Maintain safe physical distancing (at least 6 feet from others, except members of the same household) whenever possible. Be patient with others when waiting to use a shared space by avoiding creating lines or crowding others. Avoid taking actions that could potentially risk safe-distancing protocol. Avoid any contact method of greeting with co-residents, property staff, and others.
4. Residents are strongly encouraged to wear a cloth or other facial covering at all times when in the Facilities, except when swimming at a Facility pool, eating or drinking. Note that facial coverings may be required by state/local government public health and other authorities. If you have a specific medical condition that prevents you from wearing a facial covering, please contact property staff.
5. Follow these commonly recommended CDC Guidelines to prevent the spread of the COVID-19 virus:
  - Wash your hands often with soap and hot water for at least 20 seconds, including upon entry into any common area and after using any Facility or interacting with others, and after handling or picking up mail and packages.
  - Use hand sanitizer with at least 60% alcohol if soap and water are not available.
  - Avoid touching your eyes, nose, and mouth.
  - Cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow. Throw used tissues in the trash and immediately wash hands or use hand sanitizer.
6. Clean and disinfect equipment, furniture or high-touch surfaces that are shared before and after use. In certain Facilities, disinfecting sprays may be made available at common locations which can be used for this purpose and returned. Where Property-provided disinfecting sprays are not readily available, Residents must bring wipes or sprays from home that meet CDC standards for disinfecting for this purpose.
7. Comply with adjusted amenity hours and occupancy limits for Facilities, and do not modify the layout of Facilities (adjusted to accommodate social distancing). Leave any indoor or outdoor furniture where it is – do not move furniture. For public health and other reasons, Landlord may limit access to or close Facilities or portions thereof from time to time.
8. Do not host or engage in any gatherings in the Facilities of more than 10 people (or such fewer number of people as may be required by Landlord, property manager, or local authorities), and when hosting visitors or small groups, continue to practice social distancing and other health protocols.
9. Require your guests and visitors at the Property to comply with these rules and regulations regarding COVID-19. You are responsible for the compliance of your guests. At the request of Landlord or property manager because of public health concerns, limit or eliminate the number of guests and visitors that you bring and may bring to or through the Facilities.
10. Self-screen before utilizing any Facility or entering any enclosed common area for any of the following new or worsening signs or symptoms of possible COVID-19: cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headaches, sore throat, loss of taste or smell, diarrhea, feeling feverish or measured temperature greater than or equal to 100 degrees Fahrenheit, or known close contact with a person who is confirmed to have COVID-19. If you have any of these symptoms or have close contact with a person who is confirmed to have COVID-19, DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE WHILE SUCH SYMPTOMS PERSIST OR AFTER ANY SUCH CONTACT AND THEREAFTER FOR ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS, AND CONTACT YOUR PERSONAL

HEALTHCARE PROVIDER FOR MEDICAL ADVICE.

- 11. If you receive a confirmed positive test for the illness, INFORM ONE OF THE PROPERTY STAFF IMMEDIATELY, AND DO NOT USE THE FACILITIES FOR ANY RECREATIONAL OR NONESSENTIAL USE DURING ANY SELF-QUARANTINE OR ISOLATION PERIOD REQUIRED OR RECOMMENDED BY PUBLIC HEALTH OFFICIALS. You are expected to cooperate with Landlord, property manager and public health authorities in providing information that will allow Landlord, property manager, and public officials to determine whether you may have exposed other residents, property staff, visitors to the Facilities or others to COVID-19, as applicable. It may be necessary for Landlord and property manager to make a general disclosure to inform other residents that a co-resident tested positive for COVID-19, but Landlord and property manager will maintain confidentiality as, and to the extent, required by applicable law. In some situations, Landlord and property manager may be required to discuss cases of COVID-19 with public health officials to support contact tracing.
- 12. Promptly contact property staff if you notice a co-resident violating any of these Rules and Regulations.
- 13. **USE THE FACILITIES AT YOUR SOLE RISK. ALWAYS ASSUME THAT ANYONE COULD HAVE COVID-19. The Landlord and property manager make no representation or warranty that Facilities are free of COVID-19 or that persons using the Facilities are not infected with COVID-19.** COVID-19 is highly contagious and is believed to spread primarily through person-to-person contact, airborne contaminants, and contact with surfaces. Residents may be exposed to or infected with COVID-19 at the Property or as a result of residing at the Property or using any of the Facilities, and such exposure or infection may result in personal injury, illness, permanent disability or death.

Throughout the COVID-19 crisis, information has changed rapidly and best practices continue to evolve and change. The additional rules and regulations set forth above are subject to further revision as additional guidance is provided from governmental agencies and others.

A violation of the Property's Rules and Regulations, including the rules and regulations listed above, shall constitute a violation of the Lease; in which case, Landlord shall be entitled to pursue all rights and remedies pursuant to the Lease and applicable law.

---

Samson L. Dinkins (*Resident*)

*Date*



## COMMUNITY POLICIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **June 23, 2021**, and is between the Owner of **Forum Denton** ("Owner") and **Samson L. Dinkins**, (collectively and individually "Residents"), for the premises at **201 Inman St #3x3 Classic, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

COMMUNITY AND LEASED PREMISES				
<b>Owner</b> AC Denton, LLC	<b>Address</b> 201 Inman St Denton, TX 76205	<b>Phone</b> (940) 566-2146		
<b>Community</b> Forum Denton				
<b>Street Address</b> 201 Inman St	<b>City</b> Denton	<b>State</b> TX	<b>ZIP</b> 76205	<b>County</b> Denton
RENT				
<b>Payable To</b> Forum Denton	<b>Address</b> 201 Inman St, Denton, TX 76205		<b>Phone</b> (940) 566-2146	
<b>Office Hours</b> Monday - Friday 9am - 7pm; Saturday 10am - 5pm; Sunday 1 - 5pm		<b>Due On</b> 1st	<b>Late On</b> 4th	<b>Fax</b> ( ) -

**1. GENERAL CONDITIONS.** Resident's permission for use of any common areas, amenities, and recreational facilities located at the Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease Contract. Such permission is expressly conditioned upon Resident's adherence to the terms and conditions of the Lease Contract and this Addendum, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease Contract or this Addendum will control. Owner reserves the right to set the days and hours of use for all common areas, amenities, and recreational facilities and to change the character of or close any common areas, amenities, and recreational facilities based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. As allowed by law, Owner may make changes to this Addendum for use of any common areas, amenities, and recreational facilities at any time. Additionally, Resident expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity, related to Resident's use of the any common areas, amenities, and recreational facilities at the Community. Resident agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

**1.1. BARBECUES.** Due to fire and other safety hazard concerns, no charcoal briquette barbecues grills, gas or propane grills, cooking/heating instruments, smokers, hibachi grills, portable gas stoves, etc. are to be stored or operated in the Leased Premises, including on any patios, balconies or breezeway areas. Any use of open flame is prohibited, including, but not limited to, barbecues and torches.

**1.2. BUSINESSES.** Resident is not authorized to use the Leased Premises, or permit the Leased Premises to be used, for any business purposes without Owner's prior written consent or as otherwise allowed by law.

**1.3. MAIL.** Only Resident may receive mail at the Leased Premises. Receipt of mail at the Leased Premises by any other person will be deemed to be proof of occupancy by that person. Any other person in the Leased Premises, with or without Resident's knowledge, will be deemed to be guests of Resident for purposes of this Addendum.

**1.4. PACKAGES.** Resident authorizes Owner to sign and accept any packages, letters, or other deliveries sent to Resident through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that, to the fullest extent allowed by law, Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same. No packages addressed to persons not listed on the Lease Contract will be accepted, and will be refused or returned immediately to sender. Packages accepted by Owner will not be delivered to the Leased Premises.

**1.5. PUBLIC INTOXICATION.** Resident must not engage in, and Resident shall take reasonable action to prevent all guests from, drinking alcoholic beverages or using illegal substances in or on common areas, walkways or streets of the Community, or in vehicles parked or moving on the Community.

**1.6. SERVICE REQUESTS.** Resident is responsible for notifying Owner when maintenance or repair work

needs to be performed in the Leased Premises. All non-emergency requests for repairs will be handled during normal office hours. Service technicians may elect not to enter the Leased Premises in the presence of an unattended animals. Maintenance work performed due to neglect, abuse, misuse or direct fault of Resident, or guests of Resident, will be billed to Resident. This includes service work on garbage disposal and plumbing fixtures due to improper use and clogging caused by Resident.

**1.7. TRASH.** Resident must deliver and place all garbage and trash in proper bins at designated locations in the Community. If the bin normally used is full, Resident must use another bin. Garbage and trash may not be left in hallways or stairwells. Trash bins and/or enclosures are not to be used for large items such as furniture, etc. Resident is responsible for any and all unacceptable items placed in the trash receptacles, including, but not limited to, toxic waste or other possible harmful items.

**2. DECK/BALCONY USE AND MAINTENANCE.** Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Addendum. The following rules apply to the use of Residents' deck/balcony:

- Balcony loads limits are intended for a maximum of **2** people. **DO NOT** crowd balconies. Residents should be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings.
- Supervise young children and others who require supervision in order to safely occupy the deck/balcony.
- The deck/balcony must be maintained in a clean and orderly condition. Residents should use a reasonable approach when outfitting the balcony with patio furniture, potted plants, etc.
- Residents shall not use the open area of the balcony for storage, balconies must be kept free of clutter. Grills are not permitted without the prior written consent of Owner.

Residents agree to contact Owner immediately if Residents observe any of the following: leaning or sagging of the deck/balcony; cracks or separation where the deck/balcony connects to the building itself; sagging or soft spots in any areas of the deck/balcony; cracks, holes or missing pieces of the deck/balcony; rust stains or abnormal water ponding on the deck/balcony; obstructed or poorly functioning drains (if any); loose or unstable handrails on the deck/balcony or damage to handrails; and any other observed defects or potentially hazardous conditions with respect to the deck/balcony. If any of the above conditions are observed, Residents should not use the deck/balcony and contact Owner immediately.

In addition, to maintain the integrity of the deck/balcony's surface, do not use solvents, alcohol or paint or lacquer thinner to clean the deck/balcony and do not damage the balcony or any part of the balcony when moving large plants, patio furniture, and the like. To prevent overloading of exterior walkways and entry landings, Residents and guests are prohibited from congregating in these areas.

**3. EMERGENCIES.** Emergencies affecting the Leased Premises should immediately be reported to Owner. Resident should report emergencies occurring after office hours to the emergency number and leave a message with the answering service, pager system, on call personnel, etc. Resident is not authorized to call any service companies without Owner's permission. Owner will not be responsible for any charges incurred for services not authorized by Owner. The following service needs constitute an emergency:

- Main drains stopped up (kitchen, bath, shower) causing flooding or back-up. Stopped up toilet – if only one in the Leased Premises.
- Water leaks from plumbing lines, windows, ceilings, or fixtures causing flooding or damage in the Leased Premises. Running water that cannot be shut off.
- Exterior flooding from pool/spa areas, sprinkler systems, or the like, causing flooding or damage in the Leased Premises.
- Door locks not functioning properly causing the Leased Premises to not be secure. Broken window(s) causing the Leased Premises to not be secure.
- Electrical power outage in the Leased Premises.
- Fire – call 911 first.

**4. HEALTH & SAFETY STANDARDS.** Resident agrees to comply with all obligations imposed upon Resident by applicable provisions of State and local building and housing codes materially affecting health and safety, including maintaining adequate housekeeping standards. Residents must keep the interior of the Leased Premises clean according to good housekeeping standards. This includes maintaining all utility services. Resident will assume full responsibility for keeping the entry doors, entrance walkways, porches, patios and balcony areas cleaned, neatly arranged and free from unsightly or unused items. Resident must keep the Leased Premises and such other areas as may be assigned for Resident's exclusive use, including but not limited to, the Leased Premises fixtures, appliances, entry doors, windows and screens, in a clean, safe and sanitary condition.

**5. PEST CONTROL.** Unless prohibited by statute or otherwise stated in the Lease Contract, Owner may conduct



extermination operations in the Leased Premises several times a year and as needed to prevent insect infestation. Owner will notify Resident in advance of extermination in the Leased Premises, and give Resident instructions for the preparation of the Leased Premises and safe contact with insecticides. Resident will be responsible to prepare the Leased Premises for extermination in accordance with Owner's instructions. Resident must request extermination treatments in addition to those regularly provided by Owner in writing and those treatments will be performed at Resident's expense. Resident agrees to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination.

**6. QUIET HOURS.** Quiet hours are established to be respectful of all residents of the Community. The quiet hours of the Community are **Sunday - Thursday 10:00pm-7:00am; Friday-Saturday 11:00PM-7:00AM**. Resident must not make nor permit any disturbing noises in the Leased Premises or the common areas of the Community during the designated quiet hours. Radio, television, record players, musical instruments, or any other noise-producing devices must not be played or permitted to be played so as to disturb other residents during quiet hours. Vacuum cleaners, dishwashers, disposals, or other noise-producing appliances must not be operated during quiet hours.

**7. POOL/SPA AREAS.** Resident must adhere to the rules and regulations posted in the pool/spa areas and Owner's policies. Resident is limited to **2 guests** guests when using the pool/spa areas, and must accompany guests at all times when using such areas. Owner reserves the right to ask guests to leave should the occupancy of the pool/spa exceed limits allowed by law. The hours of the pool/spa areas are **10AM - 10PM**. The pool/spa hours may change with or without notice at any time. When using the pool/spa areas, Resident understands and agrees to the following:

- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries. No lifeguard is provided by Owner.
- For safety purposes, Resident should not swim alone.
- No glass, animals, or alcoholic beverages are permitted in the pool/spa areas. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit should be worn to and from the pool.
- No running or rough activities are allowed in the pool/spa areas.
- Resident must notify Owner any time there is a problem or safety hazard in the pool/spa areas.

**8. FITNESS CENTER.** Resident must adhere to the rules and regulations posted in the fitness center and Owner's policies. Resident is limited to **45 (forty-five)** minutes when using the fitness center, and must accompany guests at all times when using the fitness center. The hours of the fitness center are **Open 24-hours**. The fitness center hours may change with or without notice at any time. When using the fitness center, Resident understands and agrees to the following:

- The fitness center is not supervised. Resident is solely responsible for appropriate use of equipment.
- Resident should carefully inspect each piece of equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
- No glass, smoking, eating, alcoholic beverages, animals, or black sole shoes are permitted in the fitness center.
- Offensive and abusive language will not be tolerated. Noise levels should be kept at a reasonable volume. Music equipment (i.e. radios, stereos, etc.) is only permitted with the use of headphones.
- Loitering in the fitness center is not allowed. Persons in the fitness center must be utilizing the provided equipment.
- Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.

**9. BUSINESS CENTER.** Resident must adhere to the rules and regulations posted in the business center and Owner's policies. Resident is limited to \_\_\_\_\_ minutes when using the business center, and must accompany guests at all times when using the business center. The hours of the business center are **9am - 7pm**. The business center hours may change with or without notice at any time. The business center is equipped with the following: \_\_\_\_\_. When using the business center, Resident understands and agrees to the following:

- Persons using the business center are expected to be courteous to others and display conduct conducive to a business atmosphere.
- Owner is not responsible for data, files, programs or any other information lost or damaged on computers in the business center or in the business center for any reason.
- No software may be loaded on computers in the business center without Owner's prior written consent.
- For reasons of safety and protection of equipment, no inappropriate, offensive, or pornographic images or files, in Owner's sole discretion, will be viewed or loaded onto the computers in the business center at any time.
- Smoking, eating, alcoholic beverages, animals, and any disturbing behavior are prohibited in the business center.
- Resident must immediately report to Owner any equipment that is not functioning properly or is damaged, as well any

other person's use that appears to be in violation of Owner's policies.

**10. OUTDOOR GRILL AREAS.** Resident must adhere to the rules and regulations posted in the outdoor grill areas and Owner's policies. The hours of the outdoor grill areas are \_\_\_\_\_. The hours of the outdoor grill areas may change with or without notice at any time. When using the outdoor grill areas, Resident understands and agrees to the following:

- Resident should carefully inspect equipment prior to Resident's use and must refrain from using any equipment that may be malfunctioning or that may be damaged or dangerous.
- Do not use charcoal or lighter fluid if using a gas or propane grill. Resident will be responsible for any damages that may occur.
- Resident is expected to use grills based upon manufacturer's specifications.
- Resident is responsible for cleaning grills after use, including any applicable racks, grates, lids, adjacent burners, grease baskets or exterior finishes.
- Resident should finish grilling thirty (30) minutes prior to the closing time to allow sufficient time for grills to cool, and for proper cleanup.
- Resident must immediately report to Owner any equipment that is not functioning properly, is damaged or appears dangerous, as well any other person's use that appears to be dangerous or in violation of Owner's policies.

**11. WAIVER/SEVERABILITY.** No waiver of any provision in this Addendum will be effective unless granted by Owner in a signed and dated writing. If any court of competent jurisdiction finds that any clause, phrase, or provision of this Addendum is invalid for any reason whatsoever, this finding will not effect the validity of the remaining portions of this Addendum, the Lease Contract or any other addenda to the Lease Contract.

**12. INVENTORY/CONDITION OF LEASED PREMISES.** This information is provided to inform Residents of their responsibility for accepting the condition of the Leased Premises and maintaining such condition during the term of Residents' occupancy.

- Residents must make an inspection of the Leased Premises The purpose of the inspection is to insure that all furnishings and fixtures, if applicable, in the Leased Premises are intact and undamaged. If Residents do not formally complete the move-in/out process and turn in all keys, ID, permits, or other items as required, charges may be assessed. Residents must sign a Move-in/Move-Out Inspection Form and forward to Owner upon of move-in.
- If damage occurs within the Leased Premises or a room adjacent to it (i.e., the window, door(s), etc.) during Residents' occupancy, Residents will be responsible for payment of the replacement or repair of the damaged property, whether the damage is done by Residents or Residents' guests.
- Residents are required to reimburse Owner for any damage caused by Residents and/or Residents' guests. Intentionally damaging any property of in the Residential Community and/or property of another resident is considered a default under the Agreement and are grounds for termination of the Residential Lease Contract. Repair and/or replacement costs will be based on actual expense incurred by Owner.

RESIDENTS ACCEPT RESPONSIBILITY FOR MAINTAINING THE LEASED PREMISES IN ITS ACCEPTED CONDITION DURING RESIDENTS' OCCUPANCY THEREOF AND UNDERSTANDS THAT RESIDENTS WILL BE HELD RESPONSIBLE FOR ANY DAMAGE DONE TO THE LEASED PREMISES OR ADJACENT AREAS BY RESIDENTS OR RESIDENTS' GUESTS.

**13. VALET TRASH SERVICE.** Valet Trash service will be provided for the Leased Premises \_\_\_\_\_ (**Sunday through Thursday**). The cost for trash collection is **\$5.00** per month. A container will be provided for the Leased Premises and must be used in conjunction with the valet service. Separately bagged and tied trash and recycling should be placed inside the container and placed outside the front door of the Leased Premises only between the service hours of **6:00 p.m. - 8:00 p.m.** No trash will be collected loose or without the use of the container. All boxes must be broken down. Containers are property of the valet service provider. It is the responsibility of Residents to keep their containers clean. If a replacement container is needed or if Residents take the container during move-out, Residents shall pay Owner a replacement charge of **\$0.00**.

If Residents miss service on any of the designated nights, it is their responsibility to bring trash to the designated dumpsters or compactor area, or keep the trash inside the Leased Premises until the next collection evening. Trash may NOT be left out for any reason during non-designated times. Residents acknowledge that leaving trash out for prolonged periods may attract rodents, ants and/or other insects. As such, if Residents fail to comply with this provision, Owner may charge a fee of **\$50.00** for each violation.

**THE TERMS AND CONDITIONS OF THIS ADDENDUM WILL ALSO APPLY TO RESIDENT'S GUESTS AND AGENTS, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT**

WILL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE CONTRACT AND THIS ADDENDUM, AND RESIDENT INTENDS TO AND WILL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. OWNER'S REPRESENTATIVES, AGENTS, AFFILIATES, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS, AND DIRECTORS ARE HEREBY INCORPORATED BY REFERENCE TO BENEFIT FROM ANY AND ALL WAIVERS, RELEASES, AND LIMITATIONS OF LIABILITY MADE BY RESIDENT HEREUNDER.

In the event of a conflict between any provision in this Special Provision section and this Addendum or the Agreement, the provision in this Special Provision section shall control.

- The Property is a smoke free facility. Smoking is not allowed in any unit, or in any public areas, e.g. hallways, lounges, stairwells, or laundry rooms. Any Resident smoking at the Property is subject to a \$100 fine per occurrence payable upon demand.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the 23rd day of June, 2021.

\_\_\_\_\_  
Samson L. Dinkins (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## CRIME/DRUG FREE HOUSING ADDENDUM

This Crime/Drug Free Housing Addendum (this "Addendum") dated the **23rd** day of **June, 2021**, is part of the Residential Lease Contract (the "Lease Contract") between **AC Denton, LLC** ("Owner") and **Samson L. Dinkins** ("Resident") for a bedroom or bed space located at **201 Inman St, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Community").

**1. CRIME/DRUG FREE HOUSING POLICY.** In consideration of the execution or renewal of the Lease Contract, Owner and Resident agree as follows:

- A.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal or criminal activity, including drug-related criminal activity, on or about the Community. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use an illegal or controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
- B.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any act intended to facilitate any type of criminal activity, including drug-related criminal activity, on or about the Community.
- C.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not permit the Community to be used for, or to facilitate any type of criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a guest, or any other person affiliated with Resident.
- D.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in the unlawful manufacture, sale, use, possession, or distribution of illegal or controlled substances or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of **Texas** and/or the Federal Controlled Substances Act.

(So long as the manufacture, sale, use, possession, and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of the Lease Contract.)

- E.** Resident, Resident's guests, and all other persons affiliated with Resident, shall not engage in any illegal activity, including but not limited to: assault and battery, threatening or intimidating, criminal street gang activity, unlawful use and discharge of firearms, prostitution, or any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of Owner, Owner's Agents, or other residents, or involving imminent, actual or substantial property damage.

**2. VIOLATION OF CRIME/DRUG FREE HOUSING POLICY. RESIDENT ACKNOWLEDGES AND AGREES THAT ANY VIOLATION OF THE ABOVE PROVISIONS WILL BE DEEMED A MATERIAL VIOLATION OF THE LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum will be deemed a serious violation, and a material default, of the Lease Contract. It is understood and agreed that a single violation will be good cause for termination of the Lease Contract. Notwithstanding the foregoing statements, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

**3. ADDENDUM PERTINENCY.** In the event any provision in this Addendum is inconsistent with any provisions contained in other portions of, or attachments to, the Lease Contract, then the provisions of this Addendum shall govern.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **23rd** day of **June, 2021**.

\_\_\_\_\_  
Samson L. Dinkins (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## ADDENDUM TO THE RESIDENTIAL CONTRACT FURNITURE ADDENDUM

Common area and bedroom furniture will be included in your unit at **Forum Denton** and will be charged to you in your rent each month. The amount you pay for renting the furniture does not cover damages to the furniture due to misuse/neglect or destruction of the furniture while in your care. If damage to the furniture occurs, you will be charged for the repair/replacement costs to return the furniture to its original condition.

Damages to the furniture include, but are not limited to, the following examples:

- Food Stains and Odor Stains
- Tears to the Fabric
- Structural Damage (i.e. broken leg, broken drawer)
- Broken, Cracked or Chipped Glass
- Pet Stains
- Chipped or marred Wooden Surface
- Broken Lamp Base or Electrical Parts associated with Lamp
- Crushed or Broken Lamp Shades

Normal wear and tear and manufacturer's defects will not be the responsibility of the resident. As the caretaker of the furniture, it is your responsibility to notify the leasing office if there is an occurrence of a manufacturer's defect to the furniture in your apartment. If you do not notify the office of any defects to your furniture, you could be charged for the damage.

Initials: \_\_\_\_\_

## FURNITURE INVENTORY ADDENDUM

***By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.***

\_\_\_\_\_  
Samson L. Dinkins (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## INTERNET ACCESS ADDENDUM

This addendum serves as an addendum to the Lease for Samson L. Dinkins as a resident of the Property, and is hereby incorporated therein and expressly made a part thereof. As used in this addendum, "you" means the undersigned resident.

Landlord has entered into an agreement with a high speed internet provider. The contracted service provider offers a variety of Internet services to residential and businesses ("Services") and allows subscribers to connect to the high- speed backbone network and the Internet.

The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines. Each customer (resident of the Property) of the provider is responsible for ensuring that the use of all Services provided to any such customer complies with this Internet Access Policy (the "Policy"). ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE PROVIDER SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

### Illegal Activity

The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to: 1) Posting or disseminating material which is unlawful (such as child pornography or obscene material). 2) Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain. 3) Pyramid or other illegal soliciting schemes. 4) Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

### Security

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, provider recommends against remote user enabling or printer sharing of any sort and also recommends that any use, applications or services you do choose to make available for remote access be protected with a very unique password (suggesting a password that incorporates a combination of letters, numbers and symbols) or as otherwise appropriate.

### Inappropriate Content

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither the service provider, nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content. Parents should consider using a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Provider and any of its distribution affiliates reserve the right to refuse to post or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful.

Neither the provider nor any of its distribution affiliates has any obligation to monitor transmission made on the Services. However, provider along with its distribution affiliates has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes provider along with its distribution affiliates to reproduce, publish, distribute, and display such content worldwide.

### **Electronic Mail**

The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services.

Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nospam.john.smith" for "john.smith".

You may not reference provider or its product names as stated above in any unsolicited e-mail whatsoever by any means.

"Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.

### **Bandwidth, Data Storage, and Other Limitations**

You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of provider) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede provider ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

The Property residents may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent from the provider serving the Property. For example, you cannot provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed.

The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multiuser interactive forums.

### **Violation of Policy**

The provider does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Services. Although provider has no obligation to monitor the Services and/or the network, provider along with its distribution affiliates reserve the right to monitor bandwidth, usage, and content from the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users.

If the Services are used in a way which provider or its distribution affiliates, in their sole discretion, believe violate this Policy, provider or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Neither a provider nor its distribution affiliates will have any liability for any such responsive actions. The above described actions are not exclusive remedies and provider or its distribution affiliates may take any other legal or technical action it deems appropriate.

Neither the provider nor its distribution affiliates reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on provider or its distribution affiliates servers and network. During an investigation, provider or its distribution affiliates may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.

You hereby authorize provider and its distribution affiliates to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations, and (2) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include providing the username, IP address, or other identifying information about a subscriber.

Upon termination of an account, provider or its distribution affiliates are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure of provider or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Texas.

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Samson L. Dinkins (*Resident*)

*Date*



## NO-SMOKING ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **June 23, 2021**, and is between the Owner of **Forum Denton** ("Owner") and **Samson L. Dinkins**, (collectively and individually "Residents"), for the premises at **201 Inman St #3x3 Classic, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

**1. NO-SMOKING POLICY.** All forms of smoking inside the Leased Premises, or any apartment, building, or interior of any portion of the Community is strictly prohibited. Any violation of the No-Smoking Policy is a material violation of this Addendum and the Lease Contract. The prohibition on smoking of any tobacco products extends to Resident, Resident's guests, and all other persons affiliated with Resident, while present on or in any portion of the Community. The No-Smoking Policy and rules extend to, but are not limited to, the following: apartments, building interiors and hallways, common areas, management and leasing offices, and all other spaces in the interior of the Community.

(Smoking of non-tobacco products which are harmful to the health, safety, and welfare of Owner, Owner's Agents, or other residents, is also prohibited by this Addendum and other provisions of the Lease Contract inside any apartment or building.)

**2. DEFINITION OF SMOKING.** "Smoking" refers to any use or possession of any lighted, burning, or ignited cigar, cigarette, pipe, or other tobacco-related products, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. Smoking also refers to use or possession of any lighted, burning, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

**3. PURPOSE OF NO-SMOKING POLICY.** Owner wishes to reduce or eliminate the following: a) the irritation and known health effects of secondhand smoke; b) the increased maintenance, cleaning and redecorating costs from smoking; c) the increased risk of fire; and d) the increased insurance costs associated with smoking. Resident is responsible for communicating the No-Smoking Policy to guests, and all other persons affiliated with Resident, and for ensuring compliance with this Addendum.

**4. LIABILITY FOR DAMAGES AND COSTS.** Resident will be responsible for payment of all damages and costs to the Leased Premises, other apartments, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by Resident, Resident's guests, and all other persons affiliated with Resident. Resident acknowledges that any damages or costs Owner incurs related to repairs, replacement, and cleaning due to smoking or due to violation of the No-Smoking Policy are not considered normal wear and tear.

Resident will also be liable for any financial damages or other losses suffered by Owner due to smoking or smoke-related damages caused by Resident, Resident's guests, and all other persons affiliated with Resident.

**5. NO GUARANTEE OF SMOKE-FREE ENVIRONMENT.** Resident acknowledges that, while Owner adopts a no-smoking policy, Owner does not guarantee or warranty Resident's health or the smoke-free condition of the Leased Premises or the Community. Owner makes no implied or express warranties that the Leased Premises or the interior of any portion of the Community will have higher air quality standards than any other areas. Resident understands that the success of Owner's efforts to make the Community smoke-free is dependent on voluntary compliance by Resident and others.

**6. VIOLATION OF NO-SMOKING POLICY.** Resident acknowledges and agrees that Owner has the right to terminate the Lease Contract or right of occupancy of the Leased Premises for any violation of the No-Smoking Policy. Violation of any of the provisions of this Addendum will be deemed a material violation of the Lease Contract.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **23rd** day of **June, 2021**.

\_\_\_\_\_  
Samson L. Dinkins (Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date

## PARKING/STORAGE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **June 23, 2021**, and is between the Owner of **Forum Denton** ("Owner") and **Samson L. Dinkins**, (collectively and individually "Residents"), for the premises at **201 Inman St #3x3 Classic, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

**1. VEHICLE INFORMATION.**

DESCRIPTION					
Year	Make	Model	Color	Plate #	State

Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside the Leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Resident acknowledges that Owner may have unauthorized or illegally parked vehicles towed by following applicable state law procedures.

**2. PARKING RENT.** Resident agrees to pay Owner a sum of **\$0.00**, as parking rent, due on the **1st** day of each month with the regular installment payment. The installment amount listed in Section 5 of the Lease Contract (entitled "Rent") includes the parking rent.

**3. PARKING DEPOSIT.** Resident agrees to pay Owner a sum of **\$0.00**, as a parking deposit, due prior to move-in. Owner will consider the parking deposit part of the security deposit for all purposes, and is not limited in use to damages caused within the parking spaces in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the parking deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the parking deposit is not separately refundable even if parking is no longer needed prior to the end of the tenancy.

**4. LIABILITY FOR LOSS OR DAMAGES.** Owner strongly recommends Resident to secure liability insurance for losses to personal property, including any vehicles parked or stored. Owner will not be liable for loss or damage to vehicles or other personal property parked or stored in parking or storage areas, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. Owner is not responsible for pest control in such areas.

**5. PARKING/STORAGE RULES.** Resident agrees to abide by the following rules:

1. Parking areas may be used only for storage of operable motor vehicles.
2. Storage areas may be used only for storage of personal property.
3. Locks on doors of parking or storage areas may not rekeyed, added, or changed without Owner's prior written consent.
4. No nails, screws, bolts, or hooks may be placed/installed into walls, ceilings, floors, or doors. Resident will be liable for any damage, not caused by Owner, to the parking or storage areas.
5. No persons may sleep, cook, barbeque, or live in a parking or storage areas.
6. No other persons may use the parking or storage areas designated in this Addendum. Use of such areas is limited to Resident only.
7. No animals may be kept in the parking or storage ares. Also, no plants may be grown in such areas.
8. Items that pose an environmental hazard or a risk to the safety or health of other residents or neighbors in Owner's sole judgment or that violate any government regulation may not be stored in the parking or storage areas. Owner may remove items from the parking or storage areas, without prior notice, notice, that Owner believes might constitute a fire or environmental hazard.
9. No smoke, fire, or carbon monoxide detectors will be furnished by Owner unless required by law. Owner will not have any security responsibilities for the parking or storage areas.
10. Owner has the right to enter parking and storage areas, as allowed by law, to ensure compliance with this Addendum.

**6. KEYS AND ACCESS DEVICES.** Upon move-out, Resident must return any keys and/or access devices assigned by Owner listed in Section 9.1 of the Lease Contract (entitled "Keys and Access Devices"). If any keys and/or access devices are returned damaged or not returned upon move-out, Owner will deduct the cost of each damaged or missing key or access device, and the cost of any necessary rekeying, from the security deposit.

**7. MOVE-OUT AND REMEDIES.** Any items remaining after Resident has vacated the Leased Premises will be removed, sold, or otherwise disposed of in accordance with the Lease Contract, which addresses disposition or sale of property left in the Leased Premises after surrender or abandonment. Any termination of tenancy will automatically terminate any right

of parking or storage without any required further notice. All remedies in the Lease Contract apply to the parking and storage areas designated in this addendum.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **23rd** day of **June, 2021**.

\_\_\_\_\_  
Samson L. Dinkins (*Resident*)

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
(*Owner/Agent*)

\_\_\_\_\_  
*Date*

## EXHIBIT G ROOMMATE ADDENDUM

**Forum Denton** offers individual bedroom lease terms, as well as roommate matching services, to those wishing to share an apartment with individuals they may or may not have had a previous social or familial relationship with. This service allows persons to enjoy cost savings associated with economies of scale while only being financially obligated to fulfill their portion of the units rent.

I understand that entering into an agreement with a shared common area living component will at most times involve compromise and an understanding that my roommate's lifestyle, living habits, and/or ideologies may not always align with mine. Roommate matching forms are a tool used in the placement process, not all requests can be accommodated and ultimately unit type requested may be the largest determining factor in placement.

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I understand that while management may at times be able to assist in conflict resolution, that it is the obligation of the lessees to facilitate the desired and appropriate actions to be taken within the parameters of the lease agreement and applicable state and federal laws. Requests for transfers may be made as per the lease agreement if space is available, transfer fees will apply.

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I understand/agree that management cannot in some cases provide solutions that will be deemed acceptable to all parties involved. In the case I choose to vacate the premises for any reason I agree to do so by the available methods outlined in the lease agreement and by paying all fees associated with a re-let or release.

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## ROOMMATE MATCHING

<b>ABOUT ME</b>		
Do you smoke? No		
Would You Be Willing to Accept a Co-Ed Roommate? No		
Do You Drink Alcohol? Never		
How Would You Describe Your Lifestyle? Casual		
Do You Entertain Guests? Never		
How Many Nights Do You Participate in Social Events? 0 - 2		
Would You Be Willing to Live With a Pet*? No		
Are you taking over the lease of a current resident? If so, who? No answer was provided		
How would you describe yourself? Private		
What gender do you identify as? Male		
Are you a member of any Social, Greek, Academic or Sports group/team? No answer was provided		
Were you referred by a current resident? If so, who? No answer was provided		
What things interest you? Music		
What is your major? Jazz Guitar		
Who are your preferred roommates? Heath DeGuzman, and Richard Cruz		
<b>ABOUT MY ROOMMATE</b>		
Do you smoke? No		
Would You Be Willing to Accept a Co-Ed Roommate? No		
Do You Drink Alcohol? Never		
How Would You Describe Your Lifestyle? Casual		
Do You Entertain Guests? Never		
How Many Nights Do You Participate in Social Events? 0 - 2		
Would You Be Willing to Live With a Pet*? No		
<b>REQUESTED ROOMMATES</b>		
1. Roommate Name: Richard Cruz	Phone: (832) 776 - 6437	E-Mail: rcjazzjr@gmail.com
2. Roommate Name: Heath DeGuzman	Phone: (832) 931 - 3369	E-Mail: hedegu02@gmail.com

I understand that the information provided above does not guarantee roommate compatibility.

\_\_\_\_\_

**Initials**

By signing below, I give my permission for Forum Denton to release this information to prospective roommates.

\_\_\_\_\_  
Samson L. Dinkins (*Resident*)

\_\_\_\_\_  
*Date*

## UTILITY ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **June 23, 2021**, and is between the Owner of **Forum Denton** ("Owner") and **Samson L. Dinkins**, (collectively and individually "Residents"), for the premises at **201 Inman St #3x3 Classic, Denton, TX 76205** (the "Leased Premises"), which is located within **Forum Denton** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **UTILITIES.** Resident will be responsible for payment of utilities listed below. The method of metering or otherwise measuring the cost of the utility will also be indicated below.
  - A. **WATER.** Water service to the Leased Premises will be billed by the utility service provider to Owner, and then allocated to Resident based on the following formula:
    - 5 - Allocation based on the number of persons residing in unit.
    - 3rd Party Billing Company: **Simplebills**
  - B. **SEWER.** Sewer service to the Leased Premises will be billed by the utility service provider to Owner, and then allocated to Resident based on the following formula:
    - 5 - Allocation based on the number of persons residing in unit.
    - 3rd Party Billing Company: **Simplebills**
  - C. **TRASH.** Trash service to the Leased Premises will be billed by the utility service provider to Owner, and then allocated to Resident based on the following formula:
    - 4 - Flat rate per month.
    - Flat Rate: **\$5.00**
    - 3rd Party Billing Company: **Community Trash Solutions**
  - D. **ELECTRIC.** Electric service to the Leased Premises will be billed by the utility service provider to Owner, and then allocated to Resident based on the following formula:
    - 5 - Allocation based on the number of persons residing in unit.
    - 3rd Party Billing Company: **Simplebills**

METERING/ALLOCATION METHOD KEY	
1	Sub-metering of all water/gas/electric use
2	Calculation of total water use based on sub-metering of hot water
3	Calculation of total water use based on sub-metering of cold water
4	Flat rate per month
5	Allocation based on the number of persons residing in the Leased Premises
6	Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula
7	Allocation based on square footage of the Leased Premises
8	Allocation based on a combination of square footage and the number of persons residing in the Leased Premises
9	Allocation based on the number of bedrooms in the Leased Premises
10	Allocation based on a lawful formula not listed here
(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)	

2. **ALLOCATION METHODS.** If an allocation method is used, Owner or Owner's billing company will calculate Resident's allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. If allowed by state law, Owner may change the above methods of determining Resident's allocated share of utilities and services and all other billing methods, in Owner's sole discretion, and after providing written notice to Resident. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum, as may be amended with written notice as specified above, represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

- 3. **UTILITY BILLING.** When billed by Owner directly or through Owner's billing company, Resident must pay utility bills within **thirty (30)** days of the date when the utility bill is issued at the place indicated on the bill, or the payment will be late. If a payment is late, Resident shall pay Owner a sum (indicated below) as a liquidated damage. The late payment of a bill or failure to pay any utility bill is a material violation of the Lease Contract and Owner will exercise all remedies available under the Lease Contract. To the extent there are any new account, monthly administrative, late or final bill charges, Resident shall pay such charges as indicated below.
- 4. **UTILITY CHARGES.** Resident will be charged for the full period of time that Resident is living in, occupying, or responsible for payment of rent or utility charges for the Leased Premises. If Resident breaches the Lease Contract, Resident will be responsible for utility charges for the time period Resident is obligated to pay the charges under the Lease Contract, subject to Owner's mitigation duties. In the event Resident fails to timely establish utility services, Owner may charge Resident for any utility service billed to Owner for Leased Premises and a reasonable administration sum (indicated below) for billing for the utility service.
- 5. **FINAL UTILITY BILL.** Upon move out, Resident will receive a final bill which may be estimated based on Resident's prior utility usage. This bill must be paid at the time Resident moves out or it will be deducted from the security deposit.
- 6. **SUB-METERING SYSTEMS.** Resident agrees not to tamper with, adjust, or disconnect any utility sub-metering system or device. Failure to comply with this provision will be deemed a material violation of the Lease Contract and all remedies available to Owner under the Lease Contract, this Addendum, and state law, will be authorized.
- 7. **UTILITY PAYMENTS.** Where lawful, all utilities and charges of any kind under the Lease Contract and this Addendum shall be considered additional rent, and if partial payments are accepted by Owner, they will be allocated first to non-rent charges and then to rent.
- 8. **ADDITIONAL UTILITIES.** Resident agrees that, upon thirty (30) days prior written notice, Resident may begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term "utilities".
- 9. **SEVERABILITY.** This Addendum is designed for use in multiple jurisdictions, and no billing method or charge mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. Except as specifically stated herein, all other terms and conditions of the Lease Contract and this Addendum shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease Contract, the terms of this Addendum shall control.
- 10. **OWNER'S LIABILITY.** Owner is not liable for any losses or damages Resident incurs as a result of outages, interruptions, or fluctuations in utility services provided to the Leased Premises unless such loss or damage was the direct result of negligence by Owner or Owner's Agents. Resident releases Owner from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the Leased Premises due to such outages, interruptions, or fluctuations.

**UTILITY CHARGES**

**To the extent allowed by state law, Owner, in its sole discretion, may amend these charges with written notice to Resident.**

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **23rd** day of **June, 2021**.

\_\_\_\_\_  
Samson L. Dinkins (*Resident*)

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
(*Owner/Agent*)

\_\_\_\_\_  
*Date*