

INDIVIDUAL LEASE

THIS IS A BINDING LEASE AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

THE LANDLORD AND THE TENANT(S) AGREE AS FOLLOWS:

PARTIES. This Lease is between you, **Avery A Hamilton (the Tenant)** and us, **Park Place Denton (the Landlord)**:

The terms "you" and "your" refer to all Tenants. The terms "we," "us," and "our" refer to the Landlord and not to property managers or anyone else.

PREMISES: **Furnished 1x1 Corner Premium in Park Place Denton located in Bedroom A at 1519 Scripture Street Apt 519, Denton, TX, 76201 (Denton County/Parish)**

STARTING DATE OF THE LEASE **08/08/2023**

ENDING DATE OF THE LEASE **08/05/2024**

Annual Deposit/Fees:

Application Fee:	\$ 0.00	(Application fee is nonrefundable for any reason)
Administration Fee:	\$ 0.00	
Security Deposit:	\$ 0.00	
Pet Fee:	\$ 0.00	

Base Rent: Your total Monthly Base Rent for the Lease Term is **\$1,560.00** (you must also pay additional charges as identified in this Lease and applicable sales taxes).

Monthly Fees: In addition to paying Base Rent, you agree to pay us the following monthly fees:

Parking Fee:	\$ 20.00
Utility Fee:	\$ 0.00
Pet Fee:	\$ 0.00
Short Term Fee:	\$ 0.00
Double Occupancy Fee:	\$ 0.00

The Base Rent, and any additional fees or charges payable by you under this Lease agreement are together referred to as "Rent". Base Rent and the additional fees or charges payable in installments for the Lease Term is **\$18,960.00**, payable in **12** installments of **\$1,580.00**, **due on the first day of each installment month**, without offset or deduction, beginning **August 2023** with a final payment in **July 2024**.

AGREEMENT:

RESIDENT ACKNOWLEDGES AND AGREES THAT RESIDENT HAS CAREFULLY READ AND UNDERSTANDS THIS LEASE AND RESIDENT ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A BINDING AND ENFORCEABLE CONTRACT BETWEEN LANDLORD AND RESIDENT. LANDLORD AGREES TO LEASE TO RESIDENT, AND RESIDENT AGREES TO LEASE FROM LANDLORD, THE PREMISES, SUBJECT TO THE TERMS AND PROVISIONS OF THIS LEASE. IF A SECTION OF THIS DOCUMENT BECOMES VOID OR UNENFORCEABLE IT DOES NOT MAKE THE ENTIRE LEASE VOID.

OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT follow this page.

¹ *Avery A Hamilton* ² *Omar Pereyra*

1. The **PREMISES** is the place that we agree to lease to you and includes each of the following:

- i. Your sole use of a Bedroom in an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you prior to your moving into the Apartment; The Assigned premises may be changed at Landlord's sole and absolute discretion at any time.
- ii. Together with the other residents of the Apartment, your shared non-exclusive use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all residents have general access);
- iii. Your sole use of your furniture (if premises is leased 'Furnished') within your Bedroom; and your shared use of all appliances and furniture (if premises is leased 'Furnished') within the Common Areas of the Apartment; and
- iv. Your use of the mailbox assigned to you.

The Assigned premises may be changed at any time in Landlord's sole and absolute discretion. If we reassign you, we will give you written notice of the reassignment. Unless there are exigent circumstances, we will allow you at least one (1) days to move all of your property from the originally assigned apartment to your new apartment. You will bear any expenses relating to the move. We will not increase your rental rate because of the reassignment; however, we may offer you a different unit type if you agree to pay the market rent applicable to that unit type which may be different from the rate for your originally assigned unit.

In the event that you request, and Landlord approves for you to relocate to another Apartment Community or Apartment and/or Bedroom within the Apartment Community during the specified Lease Term, you will be charged (and you agree to pay) a \$500 non-refundable Property/Unit Transfer Fee.

2. LEASE TERM.

You agree to lease the Premises for the entire Term beginning on the Starting Date and **ending at 12PM on the Ending Date**, unless you otherwise renew this same Premises for an additional term. You may not occupy your Premises until this Lease and other required documents have been fully signed by all parties.

If you intend to leave the Premises permanently prior to the Ending Date and you want us to return to you any remaining Security Deposit (if a deposit was required at move in), you must provide us with 30-days advance written notice via certified mail, return receipt requested, of the specific date you will be leaving and you must pay all Rent through the Ending Date by the time that you move out. Telling us about your leaving without delivering to us written notice is not sufficient. Even if you give proper notice you are not released from liability under this Lease and we can withhold your Security Deposit, and/or seek damages or other sums from you, unless all payments through the Ending Date have been made.

If you move out before the Ending Date, your Rent, parking space fee(s) and utilities, if applicable, for the remainder of the Lease Term is still payable by you to us as you have violated the Lease. A buy-out clause or cancellation fee is not applicable. You may be able to Relet your rights under this Lease to another person, provided, we give prior written consent, but our consent is at our sole discretion. The new applicant must be approved by us. Should your request to Relet under this Lease be approved, you also have to pay us a Relet fee in the amount equivalent to eighty-five percent (85%) the full Monthly Rental Installment per Relet, in addition to application fees due by the prospective releasee, which charges will serve to partially defray our costs in making the premises available and for administrative costs. **The Relet fee is not a cancellation fee, buy-out fee, or a limitation of damages collectable by us.**

If you still occupy the Premises after the Ending Date, the date contained in your Move-Out Notice, or the date on which we notify you to leave the Premises, you are subject to immediate legal action for your removal. Additionally, you will owe us additional rent in the amount of \$250.00 for any portion of each subsequent 24-hour period that you occupy the Premises (such sum is payable daily in advance), plus all of our damages resulting from your holding over, and the damages of the person who is unable to move in because of your holdover.

3. MONTHLY INSTALLMENT:

You agree to pay monthly, in advance, on or before the first day of the month **regardless of whether or not it is a holiday or weekend**, the Monthly Installment. **All payments should be made payable to: Park Place Denton.**

We do not have to ask (*MAKE DEMAND UPON*) you to pay the Rent. You agree to pay Rent by first class mail postage prepaid or in person to **Landlord** at the place specified by **Landlord**.

Except as provided by law, you have no right to withhold or offset any part of your Rent for any purpose, even an Act of God, or Force Majeure, or to reduce any Rent payable to us by any of your costs or damages. At our option, we can require that Rent, fees, or charges payable to us be paid in either certified or cashier's check, money order or personal check. In addition, if two (2) payments for Rent are returned to us for insufficient funds or for any reason whatsoever, we will require that all money payable to us be paid in either certified or cashier's check or money order. Cash will not be accepted.

¹ Avery A Hamilton ^{1,2} Omar Pereyra



If we do not **actually receive** a Rent payment in the full amount at the designated place of payment by the fourth (4th) day of the month, you agree to pay us an initial **LATE CHARGE** of additional rent of \$25.00 on the fifth (5th) day of the month; and additional late charges of additional rent of \$5.00 per day thereafter until Rent and late charges are paid in full. Utility charges and defaults will be treated as additional rent. Additional late charges for any one payment may not exceed more than 30 days before we may terminate the lease and collect the balance of Rent payable through the end of the Lease term. You also agree to pay \$30, plus a \$15 collection processing fee for each returned payment plus the above late charges until we receive acceptable payment, plus any fees charged to us by our bank, plus the above late charges until we receive acceptable payment, subject, however, to any maximum amount provided by applicable law. The returned payment fee will be treated as additional rent.

While we do not have to, we can accept partial payment of Rent, but we do not waive our rights to collect and enforce the payment of the remainder of such Rent. The fact that we may accept a partial payment does not imply that we accept the account as being current. In the event that your Rent is not paid in full, we will charge you (and you agree to pay) late fees on any outstanding balance. In addition, our acceptance of any payment marked "final payment" or "paid in full" does not absolve you of any outstanding balance.

At our option and without notice, any payment received may be applied first to your obligations which do not constitute Rent and, then to Rent (any past due Rent being paid first), regardless of whether or not you made notations on payments or money orders and regardless of when or how the obligation came about.

The mailbox is not our agent for receipt. The postmark date is not the date we receive payment. You agree with us that the late charges set forth above are based on a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from late payment of Rent. Our acceptance of a late charge does not waive our right to exercise remedies under Section 17 below.

You are liable for all costs or charges associated with our having to provide special services to you or at your request and for all fees or fines as described in the Apartment Community Rules and Regulations (the "Rules and Regulations") which are attached to this Lease and made a part of this Lease for all purposes.

If your account is sent to a collection agency or an attorney, you are responsible for all additional fees incurred in the process.

4. SECURITY DEPOSIT: (IF APPLICABLE)

As a condition to the effectiveness of this Lease, and as partial security for all of your obligations under this Lease, you agree to pay a security deposit, if applicable, on the first page of this lease.

You agree that the Security Deposit, if applicable, will not be our limit of damages if you violate this Lease, and you may be liable for damages in excess of the Security Deposit. Subject to applicable law, we may use the Security Deposit to pay for any damages caused by you, other residents, your family or your guests, and among other items, the cost of labor and materials for cleaning and repairs, in excess of "normal wear". We may use the Security Deposit to pay for replacement cost of our property that was in or attached to the Apartment and is missing; replacing dead or missing smoke-detector batteries; trips to let in company representatives to remove your telephone or TV cable services or Rental items; trips to open the Apartment when you or any occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; re-letting charges; packing, removing, or storing property removed or stored; removing illegally parked vehicles, special trips for trash removal caused by parked vehicles blocking dumpsters, false security-alarm charges; government fees or fines against us for violation by you, or your guests of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-payment charges; attorney's fees, court costs, and filing fees paid in any valid eviction proceeding against you; and other sums due under the Lease or applicable law. If the Security Deposit is reduced because we have applied all or part of it to your unpaid obligations, you agree that you will deposit with us, within 3 days after written demand, the funds necessary to restore the Security Deposit to its full amount, and if none is required at inception, we may require a Security Deposit at any time, with or without cause.

Provided that you have given us written notice of your new address, we will return the Security Deposit to you on or before the 30th day after Ending Date, after subtracting from the Security Deposit all amounts applied to cure any breach of the Lease and for unpaid fees, charges, and Rent. We also agree to send to you a written list of charges and amounts of money deducted from the Security Deposit. You may owe us money even after any Security Deposit amount is exhausted. If we sell the Apartment Community and your Security Deposit is transferred to the new owner, we will not have any further liability to you for the return of all or any portion of the Security Deposit, and you must look to the new owner for the return of the Security Deposit. We will not be liable for any pre-paid rents paid to us.

Notices about Security Deposits:

- (1) Section 92.108 of the Texas Property Code provides that a Resident may not withhold payment of any portion of the last month's rent on grounds that the Security Deposit is security for unpaid rent.**
- (2) Bad faith violations of Section 92.108 may subject a Resident to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorneys' fees.**
- (3) The Property Code does not obligate a landlord to return or account for a Security Deposit until the Resident surrenders the Property and gives the landlord a written statement of the Resident's forwarding address, after which the landlord has 30 days in which to account for the Security Deposit.**
- (4) Resident is encouraged to view the relevant sections of the Texas Property Code at <http://www.statutes.legis.state.tx.us/>.**

5. STARTING DATE

² *Avery A Hamilton* ¹³ *Omar Pereyra*



We will provide you with possession of the Premises on the Starting Date. The Lease will start even if we cannot provide you with possession of the Premises because the prior Resident is still in the Premises or the Premises are damaged or not ready. IF WE CANNOT PROVIDE YOU WITH POSSESSION, YOU DO NOT HAVE TO PAY RENT UNTIL THE DAY WE DO PROVIDE POSSESSION OF THE PREMISES TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LEASE, IF POSSESSION OF THE PREMISES CANNOT BE DELIVERED TO YOU FOR ANY REASON, YOU SHALL NOT HAVE THE RIGHT TO TERMINATE THIS LEASE; IF LANDLORD ELECTS TO PROVIDE YOU WITH ALTERNATE LODGING AT LANDLORD'S EXPENSE UNTIL THE PREMISES IS AVAILABLE FOR MOVE IN, YOU SHALL START PAYING THE ENTIRE MONTHLY INSTALLMENT BEGINNING ON THE DATE THE LANDLORD MAKES AVAILABLE TO YOU THE SAME, WHETHER OCCUPIED BY YOU OR NOT.

Landlord shall have no obligation to elect to provide you with alternate lodging.

An Inventory and Condition Form will be provided to you at the time that you move into the Premises. Within twenty-four (24) hours of the day on which you move in, you need to tell us in writing on such form of any defects or damages in your Premises; otherwise, the Premises and the fixtures, appliances, and furniture in the Premises will be deemed to be in a clean, safe, and good working condition and you will be responsible for defects or damages that may have occurred before you moved in. Except for what you tell us in writing on the Inventory and Condition Form by the end of the day following the day on which you move in, you accept the Premises and the fixtures, appliances, and furniture in the premises in its "AS-IS" CONDITION, WITH ALL FAULTS. EXCEPT AS OTHERWISE REQUIRED BY LAW, WE MAKE NO EXPRESS REPRESENTATIONS OR WARRANTIES AND DISCLAIM ANY AND ALL IMPLIED WARRANTIES WITH REGARD TO THE PREMISES AND/OR FIXTURES, APPLIANCES, OR FURNITURE THEREIN.

6. DAMAGE TO PREMISES

You agree to notify us immediately if the Premises are damaged by fire or any other cause. You agree to notify us if there is any condition in the Premises that *could* damage the Premises or harm you or others.

If in our reasonable judgment, the Premises, the Building or the Apartment Community is materially damaged by fire or other casualty, we may terminate this Lease within a reasonable time after such determination by giving you written notice of such termination. If we terminate the Lease, and you did not cause the loss, we will refund prorated, prepaid Rent and the Security Deposit, less lawful deductions. If we determine that material damage has not been caused to the Premises, the Building or the Apartment Community, or, if we have elected not to terminate this Lease, we will, within a reasonable time, rebuild the damaged improvements. During such reconstruction, there shall be a reasonable reduction of the Rent for the unusable portion of the Premises unless you or your guest is the cause of the fire or casualty.

7. INSURANCE

Any insurance that we maintain does not cover your property. Your property is *not* insured by our insurance. You are responsible for your own property that is located in the Premises. You are strongly encouraged to acquire renter's insurance for the term of the Lease.

8. RELETS/TRANSFERS/SUBLETS BY RESIDENT PROHIBITED

You may not Relet the Premises to anyone without our prior written permission. Subleasing is prohibited. The giving of our permission is in our sole discretion. Even if we agree to Relet, you will still be liable for all of the Rent and other obligations under this Lease unless we specifically agree in writing to release you.

Landlord, Owner, and/or manager reserves the right to transfer your lease to another apartment/bedspace and/or location within the apartment community with 24 hour written notice. Our consent to one or more transfers will not be a waiver of our rights of consent to any future transfer.

If you Relet all or a part of the Premises to another without our prior written permission or sublease the premises, you have breached this Lease and we may terminate the same, assess a fine, and you will be liable for all Rent through the end of the applicable rental term.

9. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

You are responsible for all damage to the Premises and injury to people caused by you, the other residents in your Premises, your family, or your guests.

Neither we nor our employees, agents, or affiliates, will be liable to you or any of your guests for injury, damage, or loss to person or property caused by, arising from, or associated with the criminal conduct of you or other persons, including without limitation theft, burglary, assault, vandalism, or other crimes, or your personal conflict with your roommates.

Except as otherwise required by law, we are not responsible to you, your family, or your guests for damage or injury caused by Force Majeure, storms, flood, tornadoes, hail, lightning, water, snow, or ice that comes on the Premises. We have no duty to remove ice, sleet, or snow or any other debris of any kind or nature.

YOU, FOR YOURSELF AND FOR YOUR GUESTS, HEIRS, AND EXECUTORS, RELEASE US AND OUR SUCCESSORS AND ASSIGNS, AND OUR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND AFFILIATES (collectively, the "RELEASED PARTIES") FROM ANY AND ALL CLAIMS AND/OR DAMAGES (i) FOR LOSS OR THEFT OF YOUR OR YOUR GUEST'S PERSONAL PROPERTY AND/OR AN OPERATED VEHICLE, AND/OR (ii) WHICH MAY ARISE OUT OF ANY ACCIDENTS OR

³ Avery A Hamilton ¹⁴ Omar Pereyra



INJURIES TO YOU, MEMBERS OF YOUR FAMILY, OR YOUR GUESTS, IN OR ABOUT THE PREMISES, THE APARTMENT, THE BUILDING OR THE APARTMENT COMMUNITY, EVEN IF SUCH CLAIM OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. YOU ASSUME FOR YOURSELF AND ALL MEMBERS OF YOUR FAMILY AND YOUR GUESTS, ANY AND ALL RISKS IN CONNECTION WITH USE OF THE APARTMENT, THE COMMON AREAS, THE APARTMENT COMMUNITY, ANY TRANSPORTATION SYSTEM, OR THE APARTMENT COMMUNITY'S RECREATIONAL FACILITIES OR OTHER AMENITIES, IT BEING UNDERSTOOD THAT ALL SUCH FACILITIES AND AMENITIES ARE GRATUITOUSLY SUPPLIED FOR YOUR USE, AND AT THE USER'S SOLE RISK.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU HEREBY INDEMNIFY LANDLORD AND EACH OF THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, ACTIONS, COSTS, AND DAMAGES WHICH WE OR ANY OF THEM MAY SUFFER OR INCUR AS A RESULT OF YOUR NEGLIGENCE (IN WHOLE OR IN PART), WILLFUL MISCONDUCT, AND/OR VIOLATION OF THIS LEASE.

For The Avenue at Lubbock Only: In addition, Resident hereby acknowledges that there is an operating oil and gas well site on the Property. Resident acknowledges that oil and gas well sites have moving parts and active equipment on them that can be dangerous and harmful to persons that enter upon them and interfere with them. Resident shall not: (1) enter upon the well site or come into contact with any equipment or items of any kind associated with the well site; (2) cross any protective barriers surrounding the well site; (3) interfere in any way with the operations of the well site; (4) engage in any act or omission to act in such a way that would cause harm to any person or property as related to the operations of the well site; or (5) damage or remove any protective barriers surrounding the well site. Any of the activities prohibited in the previous sentence shall be an event of default under this Lease. Resident hereby releases, discharges, and shall defend, indemnify, hold harmless Landlord and its agents for any and all deaths, injuries, property damage, claims, charges, disputes, controversies, fines, penalties, losses, expenses and costs incurred by Resident, Landlord and their agents as a result of Resident's violation of this Section.

If you file suit against us and a judgment is found in our favor, you agree to pay all legal fees and expenses we incur in defense of the suit. TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU HEREBY WAIVE YOUR RIGHT TO A JURY TRIAL IN ANY SUIT FILED BY YOU AGAINST LANDLORD.

YOU AGREE AND ACKNOWLEDGE THAT THE PERSONS SIGNING THIS LEASE ON BEHALF OF LANDLORD ARE SIGNING ONLY WITHIN THEIR CAPACITY AND ACTING AS AN AGENT OR REPRESENTATIVE OF THE LANDLORD AND THEREFORE ARE NOT PERSONALLY RESPONSIBLE IN ANY MANNER.

YOU, FOR YOURSELF AND FOR YOUR GUESTS, HEIRS, AND EXECUTORS, AGREE THAT LANDLORD'S TOTAL EXPOSURE FOR ANY LIABILITY UNDER THIS LEASE OR AS RELATED TO THIS LEASE OR YOUR TENANCY, IS LIMITED TO LANDLORD'S INTERESTS IN THE APARTMENT COMMUNITY AND THAT NO ASSETS OR INTERESTS OF LANDLORD BEYOND THE APARTMENT COMMUNITY ARE AT RISK AS TO ANY LIABILITY TO YOU OR YOUR GUESTS, HEIRS OR EXECUTORS.

10. USE OF PREMISES

Only you can live in the Premises. You may not permit another person to live in the Premises or in the Apartment. The Premises will be used only as a private residence and for no other purpose. The Premises may not be used for business purposes. **Guests are not permitted to stay for duration longer than 72 hours.** If guests do stay longer than 72 hours, then they will be deemed an illegal occupant and you will be subject to fines and potential eviction, while still owing the Rent for the balance of the term of this Lease. **We make no representations or warranties that all residents of the Apartment Community will be students.**

If the Apartment consists of more than one bedroom, we have the right, when any bedroom within the Apartment is unoccupied, to place a new resident in the unoccupied bedroom unless you and all other residents in the Apartment agree to pay us, as part of your respective Rent, the Rent due and other charges due for such unoccupied bedroom. You are not allowed to use any vacant room in your apartment for any purpose whatsoever unless you are paying Rent for the room. If we discover that you are using a room in your apartment that should be vacant, we have the right to charge an amount equal to the 180 days Rent for use of that room plus the cost of refurbishment and other expenses for any portion of any month in which you are using the vacant room. If this situation is discovered and none of the residents of the Apartment claim responsibility, then the charges will be divided evenly among the residents of the Apartment. Multiple violations will result in multiple charges both for illegal use of the room and for refurbishment of the room, and this Lease may be terminated with you being liable for the Rent for the balance of the rental term.

The fact that you and your roommates or the other residents of the Apartment may be in conflict with each other will not result in you being able to terminate this Lease. You agree to obey all federal, state, and local laws and regulations when using the Premises. You agree not to store any flammable or dangerous things in or around the Premises and not to do anything in or around the Premises which could harm anyone or damage any property.

⁴ *Avery A Hamilton*

¹⁵ *Omar Pereyra*



11. RULES AND REGULATIONS

You agree to obey all rules and policies for the Apartment Community, including the Rules and Regulations attached to this Lease. These rules and policies are considered to be a part of this Lease and we can revise, change, amend, expand or discontinue the rules and policies at any time in Landlord's sole discretion by posting a notice for 30 days on a bulletin board or other area that we designate for notices to residents or by written notice to you. If you break any rules or regulations for the Apartment Community, you breach this Lease.

You agree that we, from time to time, may adopt or amend a rule or regulation, however described, concerning your use and occupancy of the Premises. You agree that any rule or regulation we adopt, under the procedures expressed above, shall be deemed to be in conformance with the following:

- a. Its purpose is to promote the convenience, peace, safety or welfare of the Residents in the premises, preserve the landlord's property from abusive use, or economic loss, or make a fair distribution of services and facilities held out for the Residents generally; and
- b. It is reasonably related to the purpose for which it is adopted;
- c. It applies to all Residents in the premises in a fair manner;
- d. It is sufficiently explicit in its prohibition, direction or limitation of the Resident's conduct to fairly inform the Resident what such Resident must or must not do to comply;
- e. It is not for the purpose of evading the obligations of the landlord; and
- f. The Resident has notice of it at the time such Resident enters into the rental agreement, or otherwise when it is adopted.

12. LANDLORD'S RIGHT TO PLACE A MORTGAGE ON THE PREMISES

We have the right to place a mortgage on the Premises. If we have a mortgage on the Premises now, or if we get a mortgage later, you agree that this Lease is subordinate (inferior in right) to the mortgage that we put on the Premises. Therefore, if we violate the loan and a lender becomes the owner of the Apartment Community, such lender may terminate this Lease or it may elect to continue this Lease. You will sign any subrogation or subordination, non-disturbance and attornment agreements at our request within 5 days thereof.

13. SALE OF APARTMENT COMMUNITY

Any sale of the Apartment Community shall not affect this Lease or any of your obligations, but upon such sale we will be released from all our obligations under this Lease and the new owner of the Apartment Community will be responsible for the performance of the duties of Landlord which arise from and after the date of such sale.

14. CARE OF PREMISES

a. **Maintenance, Alterations and Repairs.**

- i. You are responsible for and will take good care of the Premises and the furniture in the Premises, the Apartment, and Common Areas. If you move in to an already occupied unit, only the bedroom in which you are moving into will be made ready. Nothing will be done to the common areas of the unit. If you extend your lease and other rooms vacate, you are responsible for cleaning your common areas in preparation of a new roommate moving in. You will not remove any of our property, and you will not perform any repairs, painting, wall papering, electrical changes, or other alterations (other than for small nail holes in sheet rock for hanging pictures) of the Premises, the Apartment, or the Common Areas without our prior written consent. We can require you to prepay or, if we elect, you agree to repay us, within 10 days after we send you an invoice, for the cost of all repairs made necessary by you, your guest's or any other person's violation of this Lease or the negligent or careless use of the Premises or any part of the Apartment Community including without limitation damages from waste water stoppages caused by foreign or improper objects in lines serving your bathroom, damage to furniture, appliances, doors, windows or screens, damage from windows or doors left open and repairs or replacements to security devices necessitated by misuse or damage by you or your guests, except to the extent caused by the negligence of Landlord (this includes damages that may have been caused to the Apartment by other residents of the Apartment if we cannot determine who did it). If you prepay, any overpayment will be applied against any amount that you owe us, and the remainder will be returned to you; if your prepayment was less than the cost incurred, you will pay us that amount within 10 days after we send you an invoice. You agree to leave the Premises at the end of the Lease in good condition, reasonable wear excepted. "Reasonable wear" means wear occurring without violation of this Lease, negligence, carelessness, accident, or abuse. Your obligations to pay the charges described in this paragraph will survive after the ending of this Lease.
- ii. **You must not disconnect or intentionally damage a smoke detector or remove the battery without immediately replacing it with a working battery. In the event you believe that your smoke detector is malfunctioning or needs to be inspected or repaired, you must immediately notify us in writing.**

⁵ Avery A Hamilton

¹⁶ Omar Pereyra



- iii. **Emergency Repair Notification:** Call 911 in the event of any fire or life-threatening emergency. If repair/maintenance is needed to protect life or property, you are required to notify us immediately at the emergency notification number provided to you. You must notify us immediately of malfunction of utilities, fire, smoke alarm, water overflow/intrusion/or leakage, standing water, excessive moisture, electric sparks/shorts, or any condition that you reasonably believe poses a hazard to the health or safety of you or others or the economic well-being of the Landlord. You agree to complete a written notification within a reasonable time of the immediate emergency notification. Once we receive notice we will, with reasonable diligence, complete necessary repairs, but during that time you cannot stop payment or reduce the Rent unless expressly allowed by law. Once you are aware of a dangerous situation, you must take reasonable steps to avoid injury and warn others.
- iv. **Non-Emergency Repair Notification:** You must notify us promptly in writing of any needed non-emergency repair or maintenance service (that is, one that does not pose a hazard to the health or safety of you or others). Additionally, you are required to notify us in writing promptly of: electrical problems, carpet holes, dangerous tenants, broken glass, broken locks or latches, broken furnishings or fixtures (if provided by us), and any repair or service required to keep the Premises in good working order or prevent damage. Once we receive the written notice, we will act with reasonable diligence in making necessary repairs and reconnections, but during that time you cannot stop payment of or reduce the Rent unless expressly allowed by law.
- v. We may temporarily turn off equipment and/or interrupt utilities to your Apartment, your Building and/or the Apartment Community to avoid property damage or to perform work requiring such interruption as determined in our sole judgment. Neither we nor our agents will be liable for any inconvenience, discomfort, disruptions or interference with your use of the Premises because we or our agents are making repairs, alterations or improvements to the Premises, the Apartment, the Building or the Apartment Community. If you request any repairs, and we approve such request, the repairs will be done during our usual working hours unless you request in writing that such repairs be done during other hours. If we approve such request, you will have to pay in advance any additional charges resulting from such request.
- vi. Neither we nor our agents are liable to you or your guests for personal injury or damage or loss of personal property, including any vehicle you own or use or in your care, custody or control, from fire, smoke, rain, flood, water overflow/intrusion/or leakage, standing water, storm, hail, ice, snow, lightning, tornado, wind, explosion, or surges or interruption of utilities, except to the extent that such injury, damage or loss is caused by our gross negligence or willful misconduct or the gross negligence or willful misconduct of our agents. We require you to obtain your own insurance for losses due to such causes, if you want to have such coverage.
- vii. You agree to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Apartment. To prevent or minimize the occurrence and growth of mold in the Apartment, you hereby agree to the following:
- You shall (a) remove any visible moisture accumulation in or on the Apartment, including on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected area as soon as possible after occurrence, (c) use exhaust fans in kitchen and bathroom when necessary, and (d) keep climate and moisture in the Apartment at reasonable levels.
- You shall clean and dust the Apartment regularly, and shall keep the Apartment, particularly the kitchen and bath, sanitary and dry.
- You shall promptly notify us in writing of the presence of the following conditions:
- A water **overflow/intrusion/or leakage**, excessive moisture, or standing water inside the Apartment or any Common Areas.
 - Mold or mildew growth in or on the Apartment that persists after you have tried to remove it with household cleaning solution, such as **Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach.**
 - A malfunction in any part of the heating, air-conditioning, or ventilation system to the Apartment.
- You shall be liable to Landlord for damages sustained to the Apartment or to your person or property as a result of your failure to comply with the terms of this subsection or the Lease.
- viii. You shall be responsible for cleaning and the cost of repair to any plumbing fixture where a stoppage has occurred. You shall be responsible for the cost of repair or replacement of the garbage disposal, if any, where the cause of damage is blockage of the mechanism.
- ix. You agree to maintain the Premises in a manner that prevents the occurrence of an infestation of bed bugs and other pests. You shall immediately notify us in writing of the presence of bed bugs or any other pests.

⁶ Avery A Hamilton ¹⁷ Omar Pereyra

- You agree to keep the Premises in clean and sanitary conditions at all times and further agree not to introduce any furniture or textiles from unknown sources into the apartment.
- You agree to cooperate with us and our agents with timely access to the Apartment to inspect, plan, and eradicate pests and you agree to complete all tasks recommended by a qualified expert.
- You agree to immediately notify us in writing of any signs of re-infestation or indications that treatment has been ineffective.
- You agree that you may be responsible for all costs incurred to remedy any infestation that may occur including, but not limited to, professional pest control services and replacement costs of furnishings provided by us.
- Unless caused by the negligence of the Landlord or the Landlord's agent, you agree that neither we nor our agents are liable to you or your guests for personal injury, damage, or loss of personal property related to pest infestation.

b. **Move-out Condition/Abandoned Property.** When you leave, whether at or prior to the Ending Date, the Premises, including the windows, bathrooms, patios, balconies, kitchen appliances, and furniture in the Common Areas, must be clean and in good repair and condition, ordinary wear and tear accepted. If you fail to clean the Premises or if any furniture or appliances have been damaged, then you will be liable for reasonable charges to complete such cleaning, repair, or replacement. We recommend that you schedule a walk-through in advance with us or a member of our staff; if you do not, you agree to accept our assessment of damages and charges when we inspect the Premises. Subject to the Texas Property Code, if you leave any of your property in the Premises after you leave or after the Ending Date, that property is deemed to be abandoned by you and we can take such action as we desire and charge you for the costs incurred to keep, sell, or dispose of such property without our being liable to you.

15. LANDLORD'S RIGHT TO ENTER PREMISES

You agree that we and people working for us may go into the Premises at reasonable times. We and people working for us may inspect, make repairs, do maintenance, read water meters, and show the Premises to others. To provide both routine and emergency maintenance service, a key shall be retained to the Premises. Resident shall permit Landlord and Landlord's agents to enter the Premises in order to inspect the Premises; make necessary or agreed repairs, alterations, or improvements; supply necessary or agreed services; or exhibit the Premises to prospective or actual purchaser, mortgagees, Residents, workers, or contractors. Except in cases of emergency, or if it is impractical to do so, Landlord shall give Resident reasonable notice of Landlord's intent to enter and shall enter only at reasonable times. Twenty-four hours (24) is presumed to be a reasonable notice. Landlord may display "For Sale" or "For Rent" signs on the Premises. If the locks have been changed in violation of this lease, the landlord can enter the premises by whatever reasonable means necessary and charge the Resident for reasonable costs for any resulting damage.

16. UTILITY SERVICES

We agree to provide:

- trash removal,**
- water,**
- sewer.**
- connection** to Internet service provider and
- basic cable television** for the Apartment.

You and the other residents of the Apartment must separately pay the following to the landlord:

- electricity.**

If it is necessary for us to pay any costs or repairs due to your failure to pay; or if you fail to sign-up with the third-party utility provider; or if you disconnect any utility before the Lease Ending date; then **you will reimburse us for such amount plus fines and fees (for administrative costs) and the total amount is payable by you** to us as additional Rent. You are responsible to pay for all utilities during the Lease term even if you move out prior to the ending date. We are not responsible for any discomfort, inconvenience, or damage of any kind caused by interruption or failure of these services.

All utilities may be used only for normal household purposes and must not be wasted, and, utilities payable by you must be placed in your name or the name of one or more of the residents of the Apartment for the full Lease Term, if applicable. If at any time we use an outside vendor to provide utility billing services, we and/or the third-party provider have the right to charge you and such amount will be payable by you, as additional Rent. To the extent permitted by state law, a service fee, may be added to your monthly charges. You, and the other residents of the Apartment will be billed and required to pay those utilities, as directed by the Landlord, either directly to the Landlord, appropriate utility company, or third-party utility biller during the Lease Term. If the dwelling unit is submetered, the bills will be issued thereon, electrical consumption charges for all common areas and common facilities will be the responsibility of the owner and not of the Resident, and any disputes relating to the computation of the Resident's bill and the accuracy of the submetering device will be between the Resident and the owner, the utility provider, and/or third-party biller.

We have the right to turn off service to the Premises in order to make repairs or to do maintenance.

⁷ *Avery A Hamilton* ¹⁸ *Omar Pereyra*



LANDLORD HAS THE RIGHT TO TURN OFF CABLE AND INTERNET IF RENT IS NOT PAID OR FOR ANY VIOLATION OF THE LEASE OR APPLICABLE LAW.

We are not responsible for and/or liable for your use of the Internet and you agree to indemnify and hold us harmless for your use of the same, including for loss of goodwill or reputation, without limitation.

If you want additional telephone service, it will be at your expense and you must contact the appropriate provider. If we detect or suspect your abuse or waste of any utilities paid by us, or if there is an increase in a utility's rate, we have the right to notify you of an increase in the base rent and after the date of such notice, you are required to pay the higher charge. Internet and Cable are provided as a courtesy and are not part of the rent amount. Utilities may be used only for normal household purposes and must not be wasted. You must comply with all rules and regulations of the cable, telephone and internet access providers. We won't be liable for any interruption, surge or failure of utility services by us to the premises or any damage directly or indirectly caused by the interruption, surge or failure.

17. DEFAULT AND REMEDIES

You are in violation and default of this Lease if:

- a. You fail to pay Rent or any other amount owed under this Lease as and when required by this Lease, and in default if you do not remedy the same within 3 days of receipt of written notice thereof (notice herein may include personal delivery by leaving such notice at your door, pursuant to applicable law);
- b. You or your guest(s) violates this Lease, the Rules and Regulations or other Exhibit to this Lease, any apartment or amenity rules, or fire, health or criminal laws, or state or federal regulations, ordinances, laws, or codes, regardless of whether arrest or conviction occurs;
- c. Any of the utilities which are payable by you or the other residents of the Apartment are not paid on a timely basis or are disconnected or shut-off due to your non-payment or negligence.
- d. You fail to move into the Premises after execution of this Lease, or, if you abandon the Premises (we may assume that you have abandoned the Premises if your personal property has been removed from the Premises and/or you have not been in the Premises for 5 consecutive days while unpaid Rent is due and payable);
- e. You or the Guarantor have made any false statement or misrepresentation of any information supplied to us or it is discovered that the Lease document was tampered with or modified in any way without consent of the Landlord;
- f. You or your guest is arrested for a felony offense involving actual or potential physical harm to a person, or a felony or misdemeanor offense involving possession, manufacture or delivery of a controlled or hazardous substance, marijuana, or illegal drug paraphernalia as defined by applicable law;
- g. Any illegal drugs or illegal drug paraphernalia are found in the Premises (whether or not we can establish possession);
- h. You create a nuisance or disturbance within the Apartment of the Apartment Community, or cause a nuisance to any neighbors of the Apartment Community;
- i. You have guests that occupy the premises for more than 72 hours; or
- j. You fail to pay any fine within 10 days after it is levied in accordance with this Lease of the Rules and Regulations or applicable law.

If you are in violation of this Lease, we can, without demand or notice (other than as provided in this paragraph or as otherwise required by applicable law) in addition to other remedies allowed and to the extent permitted by applicable law, do any or all of the following:

- a. Collect any fine imposed by the Rules and Regulations or applicable law.
- b. Bring a legal action against you to collect past due Rent and any other damages we have incurred because of your violating the Lease;
- c. Terminate your right to occupy the Premises and institute an action for eviction, without terminating the Lease or your monetary obligations for the Premises by giving you written notice providing 14 days (or 3 days in the case of failure to pay rent) for you to vacate the Premises;

⁸ *Avery A Hamilton* ¹⁹ *Omar Pereyra*



- d. Bring legal action against you to collect all unpaid Rent and other sums which would become due until the Ending Date of the Lease or until another person takes occupancy (and then, we can still recover from you the difference between the Rent you were required to pay and the Rent actually paid by the new resident, together with any expense we incur to Relet the Premises);
- e. Terminate the Lease and your right to occupy the Premises and institute an action for eviction, or special detainer, without terminating the Lease or your monetary obligations for the Premises, by giving you written notice and providing 14 days (or 3 days in the case of failure to pay rent) for you to leave; and/or
- f. To the extent allowed by law, report all violations to credit reporting agencies.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY LAW, LANDLORD SHALL HAVE THE RIGHT TO CHANGE THE LOCKS TO THE PREMISES AND TO EXCLUDE RESIDENT FROM THE PREMISES IN THE EVENT RESIDENT FAILS TO PAY RENT DUE IN ACCORDANCE WITH THE TERMS OF THIS LEASE.

RESIDENTIAL LANDLORD'S LIEN: LANDLORD WILL HAVE A LIEN FOR UNPAID RENT AGAINST ALL OF RESIDENT'S NONEXEMPT PERSONAL PROPERTY THAT IS IN THE PROPERTY AND MAY SEIZE SUCH NONEXEMPT PROPERTY IF RESIDENT FAILS TO PAY RENT. SUBCHAPTER C, CHAPTER 54, PROPERTY CODE GOVERNS THE RIGHTS AND OBLIGATIONS OF THE PARTIES REGARDING LANDLORD'S LIEN. LANDLORD MAY COLLECT A CHARGE FOR PACKING, REMOVING, OR STORING PROPERTY SEIZED IN ADDITION TO ANY OTHER AMOUNTS LANDLORD IS ENTITLED TO RECEIVE. LANDLORD MAY SELL OR DISPOSE OF ANY SEIZED PROPERTY IN ACCORDANCE WITH APPLICABLE LAW.

All remedies available to us are cumulative, and the exercise of any remedy by us shall not be deemed to exclude or waive our right to exercise against you any other right or remedy which we might have. After we give you notice to leave the Premises or if we file an eviction suit, even if we accept Rent or other sums due, such acceptance does not waive or diminish our continuing rights of eviction or any other contractual or statutory right unless we specifically agree to it in writing.

In the event we bring an action against you because of your violation of this Lease, we can recover all costs or fees involved, including but not limited to reasonable attorney's fees, court costs, witness fees, process server fees, discovery expenses, and any other expenses, as part of any judgment and also as such expenses are incurred prior to the initiation of any litigation, subject to applicable law.

18. LIABILITY OF LANDLORD

If we violate this Lease, before you bring an action against us for such violations, you must first give us written notice of the nature of our violation and allow us 30 days to remedy the problem.

19. SAFETY

WE DO NOT GUARANTEE YOUR SAFETY OR SECURITY. YOU MUST EXERCISE DUE CARE FOR YOUR SAFETY AND SECURITY AND THE SAFETY AND SECURITY OF OTHERS. None of our safety measures are an express or implied warranty of security or a guaranty against injury, loss, crime, or of a reduced risk of crime. You acknowledge that we are not liable to you or your guests for injury to persons or damage or loss to property caused by other parties, including criminal conduct of other persons. We are not obligated to furnish security measures of any description or form including personnel, lighting, alarms, gates, fences, or notices of criminal activity or suspicious events. You acknowledge that we can discontinue any of such items provided at any time without notice. You acknowledge that the Premises are not a secured building and that you do not hold us to a higher degree of care. YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY AND SECURITY AND THAT OF YOUR GUESTS, WITHOUT LIMITATION.

20. QUALIFICATION GUIDELINES

You must obtain a Personal Guarantor that meets or exceeds the following guidelines: 1) has secured full time, permanent employment with a monthly income of at least three (3) times the amount of the Monthly Installments, as outlined on the first page of this Lease; 2) has held that employment for at least one (1) year prior to your application date; and 3) we must be able to verify they have a satisfactory rental history.

You and your Guarantor(s) are required to provide a valid Social Security Number. If you or your guarantor(s) do not have a Social Security Number, you may qualify for residency by providing a copy of your passport or other government issued photo identification and paying the equivalent of two times your Base Rent on the Lease prior to move-in, which shall be treated as an additional security deposit.

By signing this Lease, you promise to provide the information required by this Section within 10 days of the day you sign this Lease or before the Starting Date, whichever is shorter. If you fail to provide this information then we will have the option, but not the obligation, to declare this Lease in

⁹ *Avery A Hamilton* ²⁰ *Omar Pereyra*



default and market the Premises you have contracted, as described on the first page of this Lease, to others. You will be under default per Section 17 and will be responsible for the cost to market the Premises and be liable for any loss suffered by us due to your failure to comply with this section.

In the event you have submitted an Application in connection with this Lease, Resident acknowledges that Landlord has relied upon the Application as an inducement for entering into this Lease and Resident warrants to Landlord that the facts stated in the Application are true to the best of Resident's knowledge. If any facts stated in the Application prove to be untrue, Landlord shall have the right to terminate the tenancy immediately and to collect from Resident any damages, including reasonable attorney's fees as provided herein to the extent permitted by applicable law, resulting therefrom.

21. TANNING DEVICES REGULATIONS AND WARNINGS

Use of the tanning facility by you is subject to the following:

- Tanning facility is for RESIDENTS USE ONLY.
- IF YOU DO NOT TAN IN THE SUN, YOU ARE UNLIKELY TO TAN FROM USE OF THIS DEVICE.
- You must be 18 years of age or older. If you are not 18 or older, you agree that it is your responsibility to notify us, and to provide us with a written parental consent before using the tanning facility.
- Follow the manufacturer's instructions for the use of this device.
- You must wear protective eyewear. Your failure to use eye protection made for indoor tanning may result in severe burns or permanent damage to your eyes.
- Overexposure to ultraviolet light (whether from natural or artificial sources) may result in premature aging of the skin.
- Repeated exposure to ultraviolet light (whether from natural or artificial sources) may result in skin cancer.
- Abnormal skin sensitivity or burning may be caused by reactions of ultraviolet light to certain (i) foods; (ii) cosmetics; or (iii) medications, including, but not limited to: tranquilizers, diuretics, antibiotics, high blood pressure medicine, or birth control pills.
- If you are pregnant, you should consult a physician before using a tanning device. Pregnant woman or women using oral contraceptives who use this product may develop discolored skin.
- If you have abnormal skin sensitivity or a history of skin problems or are prone to easy burning when in the sun or a tanning device, you should consult a physician before using the tanning device.
- You can only tan as often as 1 time within a 24-hour period.
- Do not sunbathe before or after exposure to ultraviolet radiation from sunlamps.
- You may only use the tanning lotion or oil that is for indoor use ONLY if we find that you are using outdoor lotion, we will give you one warning and if we find it again you will be banned from tanning.
- Precautions are necessary for safe tanning. You agree that you will comply with all instructions on the use of the UVA tanning systems, that you use these services at your own risk, and that you will protect your vision by using protective eyewear.
- We, and our employees and agents, are not liable for any injury to person or property caused in any way by the use of these services. We, and our employees and agents, are not liable for the loss or theft of any personal property. You are responsible for safeguarding your own property.

22. MISCELLANEOUS PROVISIONS

- a. *Venue.* Exclusive venue is in the county in which the Premises are located.
- b. *Waiver of Jury Trial.* To the extent that a waiver of jury trial is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease or the premises.
- c. *Entire Agreement.* This Lease, its exhibits, addenda, and riders constitute the entire agreement of the parties concerning the lease of the Premises by Landlord to you. There are no representations, warranties, agreements, or promises pertaining to the lease of the Premises by Landlord to you that are not in this Lease and any exhibits, addenda, and riders. **We make no representations or warranties that all residents of the Apartment Community will be students.**
- d. *Model Disclaimer.* The model apartment unit (located at the leasing office or within the Apartment Community), including but not limited to, the carpet, floor coverings, paint, counter tops, fixtures, appliances, furniture, and window treatments, shown to you is intended to be representation of the general quality, quantity, and type of construction and materials which we intend to use in the Apartment to be leased to you. The actual colors, styles, sizes, shapes, models, designs, materials, manufactures, upholstery, windows, and window treatments of these items in the Apartment to be leased to you may vary. The actual apartment to be leased may vary in approximate size, square footage, and layout. You acknowledge that the actual apartment to be leased will not include the recessed or can lighting, lamps, pictures, clothing, unattached appliances, other personal property, and decorations contained in the model for display purposes. The actual furniture provided may vary by number of beds and baths leased by you.
- e. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and you.

¹⁰ Avery A Hamilton ²¹ Omar Pereyra



- f. *Limitation of Warranties.* There are no implied warranties of merchantability, of habitability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.
- g. *Time is of the Essence.* With regard to all provisions of this Lease, time is of the essence. (This means that timing is very important in the performance of all matters of this Lease, and all deadlines will be strictly enforced.) Our delay in enforcing, or failure to enforce, our rights shall not be a waiver under any circumstances of our future right to enforce such rights. **Omission of the initials as indicated throughout the Lease will not invalidate this Lease. If any part of this Lease is not valid or enforceable, it shall not render the remainder of this Lease invalid or unenforceable.**
- h. *Notices.* Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Lease. Notice may also be given by personal delivery, courier deliver, or facsimile transmission, and will be effective when actually received. You agree that the Landlord may provide effective written notice to you in alternative means such as email, text message, or other electronic communication. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Park Place Denton
1519 Scripture Street
Denton, TX 76201

- i. This Lease is entered into in the State of Texas, and the rights and obligations of Landlord and Resident hereunder are subject to all applicable local, state of Texas, and Federal laws, statutes, regulations and City of Denton ordinances, as amended and in effect from time to time ("Applicable Law"). In the event that subsequent to the execution of this Lease any state statute regulating or affecting any duty or obligation imposed upon Landlord is enacted, amended, or repealed, Landlord may, at its option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this Lease or of the statutes in effect when this Lease was executed.
- j. *Severability.* Landlord and Resident intend and believe that each provision in this Lease complies with all Applicable Laws. However, if any provision or provisions, or if any portion of any provision or provisions, in this Lease are found by a court of law to be in violation of any Applicable Laws, and if such courts declare such portion, provision, or provisions of this Lease to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such portion, provision, or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, and that the remainder of this Lease shall be construed as if such illegal, invalid, unlawful, void, or unenforceable portion, provision, or provisions were not contained therein, and that the rights, obligations, and interests of Landlord and Resident under the remainder of this Lease shall continue in full force and effect.
- k. Termination. Resident may have special statutory rights to terminate the Lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses:
- (1) Military: If Resident is or becomes a service member or a dependent of a service member, Resident may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
 - (2) Family Violence: Resident may terminate this lease if Resident provides Landlord with a copy of a court order described under §92.016, Property Code protecting Resident or an occupant from family violence committed by a coResident or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a coResident or co-occupant of the Property, Resident must give written notice of termination 30 days prior to the effective date of the notice.
 - (3) Sex Offenses: Resident may have special statutory rights to terminate this lease in certain situations involving sexual assault or sexual abuse. For more information about the types of abuse and assault covered by this provision, Resident is advised to review §92.0161, Property Code.

¹¹ Avery A Hamilton

²² Omar Pereyra



GUARANTY

LANDLORD: Park Place Denton

Intending to be legally bound, and in consideration of the above Lease agreement between Landlord and Tenant(s), the undersigned, jointly and severally, hereby unconditionally guarantee the faithful performance of all the terms, covenants, and conditions of the Lease agreement by Tenant, and guarantee payment in full of all sums that may become due and owing the Landlord by Tenant. The undersigned fully understand(s) that this is an unconditional personal guarantee of all obligations owed by Tenant, including those obligations and liabilities which arise because of the actions of Tenant's guests of the undersigned. As permitted by law, this Guaranty shall remain in effect throughout the term of the Lease and any continuation or renewal thereof and so long as Tenant may owe any sum or obligation to the Landlord. The liability of the undersigned shall be continuing, absolute, and unconditional and Landlord shall not be required to exercise remedies against Tenant before proceeding against the undersigned. The undersigned agree(s) that the Guaranty is part of the Lease.

Any notice or demand to Tenant concerning any default or the exercise of any remedy of Landlord shall ipso facto be notice to the undersigned. Landlord is not obligated, under the terms of this Guaranty, to seek or exhaust its remedies for default against Tenant before recovering hereunder from the undersigned, and neither the release of any guarantor or release of any security for Tenant's obligations under the Lease shall constitute a defense to Landlord's recovery hereunder as to any party not expressly released. The undersigned acknowledges full knowledge of the terms and provisions of this Lease. This Guaranty shall be binding upon the heirs, personal representatives, and assigns of the undersigned, and inure to the benefit of Landlord's successors and assigns. Guarantor hereby irrevocably appoints Tenant as Guarantor's agent for service of process related to this Guaranty. Landlord has no obligation to pursue remedies against the Tenant first or exclusively, nor to give Guarantor any notice or information regarding the lease.

This form must be signed by a guarantor of each Tenant and notarized, unless guarantor signs electronically or in the presence of an Agent of the Landlord and presents photo ID at the time of signing.

Guarantor of: Avery Andrew Hamilton (Name of Tenant)

Father	Andrew Hamilton	09/29/2022
Relationship	Printed Name	Date
Romine, Romine & Burgess Inc.	300 Greenleaf St. , Fort Worth, TX 76107	
Employer	Employer Address	

Home Address: 8404 Cloverglenn Ln , Fort Worth, TX 76123

Phone Number: (817) 692-2339

Email Address: andrewhamiltoniii@yahoo.com

Signatures witnessed by Landlord or Landlord Representative:

Photo Id, Type, & Number: Drivers License #14401490 Landlord/Landlord Rep Initials: _____

Or Notarized:

Sworn and subscribed before me this _____ day of _____, 20_____.

Notary Public: _____ County, State: _____

My Commission Expires: _____

¹ Avery A Hamilton ² Andrew Hamilton ³ Omar Pereyra



UTILITY SERVICES LEASE ADDENDUM

ELECTRIC

LANDLORD: Park Place Denton

AS IS STATED IN YOUR LEASE, THESE UTILITIES ARE NOT INCLUDED IN YOUR MONTHLY INSTALLMENT

Any utilities and services other than the Landlord-Provided Utilities (each, a “Resident Utility”, and collectively, the “Resident Utilities”) which are available to the Apartment shall be separate from the Lease Amount and payable by Resident of the Apartment as provided herein. Landlord has chosen to use a third-party provider to manage its relationship with the Resident Utilities, and Resident will owe Resident Utility payments to a third-party provider. A third-party provider shall provide billing and collecting services for payments owed to a third-party provider by Resident. Unless otherwise instructed by Landlord, Resident will NOT contact individual utility companies for Resident Utilities. EACH Resident on this Lease shall enroll with a third-party provider (at SimpleBills.com), or a subsequent provider at the Landlord’s election, for utility billing BEFORE the Start Date. Third-party provider may require, and Resident agrees to pay, an annual or monthly fee for their service. Resident shall pay a third-party provider for the Resident Utilities and/or any excess utility charges for which they are responsible during the Term of this Lease and shall pay any applicable service fees, which shall be included on the utility bill Resident shall receive from a third-party provider. Should Landlord elect to have a third-party provider estimate a final utility invoice, a third-party provider will provide an estimated final invoice to Resident based on multiple prior months of utility service, historical data and weather factors. Resident agrees to pay SimpleBills, or a subsequent provider at the Landlord’s election this final estimated invoice before the End Date of the Term. Resident can contact SimpleBills at info@simplebills.com, or a subsequent provider at the Landlord’s election to true-up the final estimated bill with the final actual bill, once it has been issued by the utility providers. If the estimated final invoice is higher than the actual bill, a third-party provider will obtain Resident’s current address and issue a refund check to Resident mailed to that address. If the estimated final invoice is less than the actual bill, a third-party provider will make arrangements with Resident for Resident to pay any shortfall between the estimated final bill and the actual bill amounts. Any balance left unpaid by Resident as a result of this true-up process may be sent to an outside collections agency.

Utility usage amounts will be obtained for each Apartment using one of the following methods:

1. **Direct metering by the local utility.** The local utility measures utility usage in each Apartment and bills Landlord directly for such charges. Charges for each Apartment will be divided equally by the number of Residents in each Apartment to calculate the charges for each Bedroom.
2. **Coverage and Cost.** Your monthly bill for electricity for your dwelling Apartment will cover only electricity consumed within your dwelling Apartment. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community’s total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter.
3. **Your Payment Due Date.** You must pay your monthly electric submeter bill within seven days after the date when it is billed to you. If you don’t pay it within seven days, you’ll be liable for a late payment charge of 5 percent (5%) of the bill. You must pay your bill directly to Landlord and/or third-party billing company. If Resident does not pay third-party billing company when bills are due, Landlord may put the Resident Utilities charge on Resident’s account with and an additional utility administration fee of \$50.00 per bill. If your electric service is disconnected for nonpayment, we can charge you up to \$10 for a reconnection fee.

Resident acknowledges that there may be interruptions (i.e. storm, construction, wind, rain, fire, or other acts of God, Force Majeure) of utility service to the Premises. Resident agrees to contact Landlord and/or the appropriate utility authority within a reasonable period of time in the event of any interruption or failure of any such utility service. We are not responsible for any discomfort, inconvenience, or damage of any kind caused by interruption or failure of utility services.

Landlord is not responsible for increases to utility bills that may result from leaks or damage that are not promptly reported to Landlord.

¹ Avery A Hamilton ² Omar Pereyra



A CHECKLIST OF ELECTRICITY CONSERVATION IDEAS FOR YOUR DWELLING

1. Keep doors and windows closed when running your air conditioning unit for cooling or heating.
2. When you're inside your dwelling, set all thermostats at 78 degrees in the summer and use fans to make it feel cooler.
3. When you'll be gone more than four hours, change the thermostat to 78 degrees when cooling and 65 degrees when heating.
4. In the winter, keep the temperature at 68 during the day and lower the thermostat temperature to 65 degrees at night.
5. Adjust window blinds or drapes to keep out direct sunlight in the summer and let in direct sunlight in the winter.
6. Use a microwave instead of using an oven, whenever possible.
7. Take showers rather than tub baths to conserve hot water heated by electricity.
8. Make sure your air conditioner is clean. Changing dust filters on your air conditioning unit is important. Filters are essential to keep airborne dust from gathering on the cooling coils and preventing the air conditioning compressor from using more electricity. Also, when a filter is dirty it loses its dust-gathering capacity, and it will then use more electricity in circulating air because of the accumulation of dust in the filter.
9. Turn off lights, TVs, computers and other electrical equipment when leaving a room.
10. Close vents and doors to unused rooms.
11. Use energy settings on dishwashers, washing machines and clothes dryers. Run when fully loaded. Use at night.
12. Consider using compact fluorescent light bulbs rather than standard incandescent bulbs.

Resident acknowledges that there may be interruptions (i.e. storm, construction, wind, rain, fire, or other acts of God, Force Majeure) of utility service to the Premises. Resident agrees to contact Landlord and/or the appropriate utility authority within a reasonable period of time in the event of any interruption or failure of any such utility service. We are not responsible for any discomfort, inconvenience, or damage of any kind caused by interruption or failure of utility services.

¹ *Avery A Hamilton*

² *Omar Pereyra*

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Summary of Texas Public Utility Commission Submetering Rules for Electricity

The Texas Public Utility Commission (PUC) has adopted comprehensive submetering rules for electricity. Those rules (or a summary of those rules approved by the PUC) must be attached to your Lease Contract. PUC Substantive Rules §25.141 and §25.142, relating to submetering, may be found on the PUC website at www.puc.state.tx.us. Specific questions about the PUC rules may be directed to the PUC at 888/782-8477. This is a summary of our duties and your duties under the rules, which has been approved by the PUC. As on the other side of this page, the terms "you" and "your" refer to all residents, and the terms "we" and "our" refer to the owner/Landlord.

1. **Submeter Bills in General.** Your submeter bill may cover only electricity consumed within your apartment unit, as measured by that unit's submeters. Electrical consumption for the common areas and common facilities are our sole responsibility. Each month, the electric submeter bill must be given as separate bills or as separate, distinct line items on a multi-item bill. The bill must state that it is for "sub metered electricity." Allocations of non-sub metered master metered utilities and allocations of utility costs of central hot-water systems or central air conditioning or heating systems are lawful if (1) they are clearly separate from the submetering charges for your apartment, and (2) they are covered by a separate addendum. Proration of non-sub metered master metered utilities must also be covered by separate documents.
2. **How Your Submeter Bill Is Calculated.** Your bill is calculated in the following manner: after we receive the apartment utility bill from the utility company, we'll divide the net total charges for electrical consumption, plus applicable tax, by the total number of KWHs to obtain an average cost per KWH. This average KWH cost is then multiplied by your KWH consumption to obtain the charge to you. The computation of the average cost cannot include any penalties charged by the utility to us for disconnect, reconnect, late-payment or other similar service charges.
3. **What Your Submeter Bill Must Show.** Your bill must show all of the following information: (a) the date and reading of the submeter at the beginning and at the end of the period for which the bill is rendered; (b) the number of KWHs metered; (c) the computed rate per KWH; (d) the total amount due for electricity; (e) a clear and unambiguous statement that the bill is not from the utility company, which must be named in the statement; (f) the name and address of the person to whom the bill applies; (g) the name of the firm rendering the submetering bill and the name and title, address and telephone number of the person or persons to be contacted in case of a billing dispute; (h) the name, address and telephone number of the party to whom payment is to be made; and (i) the due date and the late-payment penalty (if a late-payment penalty has been agreed to in the Lease Contract).
4. **Due Date.** The due date of your submeter bill is no less than seven days after issuance. A bill for sub metered electricity is delinquent if it's not received by the party indicated on the bill by the due date. The postmark date on the envelope of the bill or on the bill itself constitutes proof of the date of issuance. An issuance date on the bill constitutes proof of the date of issuance if there is no postmark on the envelope or bill. If the due date falls on a holiday or weekend, the due date for payment purposes is the next workday after the original due date.
5. **Late Payment Charges.** A one-time penalty not to exceed 5% may be made for payment of your sub metered electrical bill after the due date (i.e., for late payment). In order for late payment penalties to be charged, the bill must indicate the amount due if paid by the due date and the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by you in a written Lease Contract which states the exact dollar or percentage amount of such late penalty.
6. **Reconnection Fees.** A reconnection fee may be charged if service to you is disconnected for nonpayment of sub metered electric bills in accordance with the Texas Property Code and PUC rules (summarized below). The reconnection fee is calculated based on our average actual cost for the expenses associated with the reconnection, but under no circumstances may it exceed \$10. No reconnect charge may be assessed unless you've agreed to it in a written Lease Contract that states the exact dollar amount of the charge.
7. **Additional Charges on Your Bill.** We can't impose any extra charges on you over and above those charges billed to us by the utility company. The bill may not include a deposit, late penalty, reconnect charge, or any other charge unless otherwise provided above.
8. **Our Records.** We're required to keep the following records for the current month and the preceding 12 months: (1) all electric utility bills from the utility company; (2) all of your submeter readings; (3) our calculations on how the average KWH cost was determined for submeter billing purposes; and (4) any testing results on the submeters if they have been tested during that time. You may examine and copy the information during reasonable business hours at your manager's on-site office. If there is no such on-site office, you may examine and copy the records at a mutually convenient time and place.
9. **Disputes.** You and we must resolve any disputes regarding how to compute your submeter bill. If a dispute arises and if an investigation is necessary, we're required to investigate promptly and report the results to you within 30 days.
10. **Overbilling or Underbilling.** If sub metered billings are found to be in error, we must calculate a billing adjustment. If you are entitled to a refund, we'll make an adjustment for the entire period of the overcharges. If you were undercharged, we may back bill you for the amount underbilled. Any back billing of electric charges cannot extend back beyond six months unless we produce records to identify and justify the additional amount of back billing. If the underbilling is \$25 or more, we must offer a deferred-payment plan option, for the same length of time as that of the underbilling. But we may not disconnect service if you fail to pay charges arising from an underbilling more than six months before the date you were initially notified of the amount of the undercharges and the total additional amount due. And we can't back bill you for usage by a previous resident.
11. **Discontinuance of Electric Service Prohibited.** According to the Texas Property Code, Section 92.008(b), sub metered, prorated or allocated electric service provided by the landlord as an incident to tenancy or other agreement may not be disconnected or interrupted unless the interruption results from nonpayment by a tenant of an electric bill issued to the tenant by the landlord for such electric service, bona fide repairs, construction, or an emergency. Disconnection or interruption allowed under Section 92.008 is subject to the specific requirements in that section. Violation for disconnection or interruption of electric service, including sub metered, prorated or allocated electric service, may result in the tenant terminating the Lease Contract or recovering possession of the premises; and, in addition to other remedies available under law, recovery of actual damages, one month's rent plus \$1,000, reasonable attorney's fees, and court costs, less any delinquent rents or other sums.
12. **Submeter Tests.** We're required to keep records of any tests of the submetering equipment. We must, at your request, test the accuracy of your submeter. If you wish, you may watch the test, or you can send a representative. The test must be made during reasonable business hours at a time convenient to you if you desire to watch. If the submeter test indicates that the submeter is within the accuracy standards required by PUC rules, a charge of up to \$15 for electricity may be charged to you for making the test. But if the submeter has not been tested within a period of one year or if the submeter's accuracy is not within the accuracy standards required by PUC rules, no charge can be made to you for making the test. After completing any requested test, we'll promptly advise you of the results.
13. **Penalties for Noncompliance.** Both the utility companies and we are subject to enforcement under the PUC statutes, which may involve civil penalties of up to \$5,000 for each offense and criminal penalties for willful and knowing violations.
14. **Complete Copy of the Rules.** A complete copy of the PUC electricity submetering rules is available for you to inspect and copy at the on-site manager's office; or if there is no on-site office, it's available at our street address or the management company's street address stated on the other side of this page. The rules cover additional subjects such as: (1) estimated bills in case of submeter malfunctions; (2) submeter accuracy requirements; (3) bill adjustments due to a submeter malfunction; (4) bill adjustments due to

¹ Avery A Hamilton ³ Omar Pereyra



conversion from all-bills-paid to submetering; (5) location of submeters; (6) submeter testing equipment; (7) submeter testing; and (8) uniformity of submeters in the apartment complex.

² *Avery A Hamilton* ⁴ *Omar Pereyra*



INTERNET AGREEMENT

LANDLORD: Park Place Denton

PROVIDER OF SERVICE

Landlord provides direct connections to an internet service provider and/or a university network, where available as chosen by Landlord. This service is available to you at no additional charge. You may not withhold any portion of Rent due to lack of internet service. You may find it necessary to purchase a Network Interface Card and/or other equipment to connect your PC to the Landlord's network. All equipment and expenses necessary for you to connect to the Landlord's network will be your sole responsibility.

In the event you are in default under any of the terms of this Lease, or in violation of the terms and conditions of the internet service provider and/or the terms and conditions governing the use of university provided services, Landlord has the right to discontinue your connections to the internet service provider and/or university provided services.

RESPONSIBILITY FOR CONTENT OF TRANSMISSIONS

You are solely responsible for the content of any transmissions made by you and any third party utilizing the connections provided by the Landlord. Your use of any other organization's network or computing resources is subject to their respective permission and usage policies. You agree to comply with all applicable laws with regard to the transmission and use of information and content, and the solicitation of any activity that is prohibited by applicable law over the Internet. You further agree not to use the Internet service for illegal purposes, to interfere with or disrupt other network users, network services or network equipment. You shall be liable for and shall indemnify and defend Landlord from and against all claims in anyway arising from or related to (i) the alleged infringement of patent, trademark, design, copyright, or any other intellectual property right in relation to your use of the services and (ii) your use or inclusion of any information, photographs, art work ,or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity, or pornography, and the violation of any statutes, ordinances, or other laws).

REGISTRATION

You understand that Internet use, and related products and services provided under this agreement may require registration and related administrative reports that are public in nature.

LIMITATION OF ACCESS BY RESIDENT

You shall limit access to and use of the Internet connecting services solely to your own use and shall not resell or otherwise generate income by providing access to the Internet service to other parties. Your right to use the Internet services and products provided hereunder is limited to you and is nontransferable.

RESIDENT RESPONSIBILITIES

It is your responsibility to maintain all equipment that will connect to and utilize the network connection. This includes installation of appropriate anti-virus software, security updates for installed software, and any other activity to maintain equipment functionality. If at any time your equipment is discovered to cause detrimental activity on the network (such as virus attacks, aggressive host scans, providing IP addresses over the network, etc.), the Apartment will be disconnected from the network and will not be reconnected until you resolve the issue within the Apartment.

All other applicable terms of the Lease are incorporated herein.

This INTERNET AGREEMENT is part of the Lease between LANDLORD and RESIDENT.

¹ *Avery A Hamilton* ² *Omar Pereyra*



NO PET/ANIMAL AGREEMENT

LANDLORD: Park Place Denton

YOU agree that you will *NOT* keep any pet/animal on the Premises.

YOU agree that you *WILL NOT ALLOW* your family or guests or others to have pets/animals on the Premises.

You agree to pay a minimum charge of \$2,500.00 (plus all applicable taxes) in unfurnished Apartments to replace carpets and repair any damage and a minimum charge of \$3,500.00 (plus all applicable taxes) in furnished Apartments to replace carpets, sofas, bedding, and repair any damage if an unauthorized pet/animal is in the Premises at any time and for any length of time. Allergens shall be considered damage and carpets and fabric items will be replaced if a pet/animal is in the Apartment for any period of time.

The above applies whether the pet/animal belongs to YOU or not.

The above violation charge applies even if damage isn't present from the illegal pet/animal. (*Illegal pets include all pets/animals except for FISH, which are contained in a tank no larger than 25 Gallons, UNLESS OTHERWISE APPROVED BY LANDLORD IN WRITING.*)

This NO PET/ANIMAL AGREEMENT is part of the Lease between LANDLORD and RESIDENT.

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FIRE SAFETY AGREEMENT

LANDLORD: Park Place Denton

Tenants are advised that it shall be their sole responsibility to verify that the life safety equipment, including but not limited to all smoke alarms, carbon monoxide detectors, and fire extinguishers are in working order and that the fire extinguisher has a valid inspection tag on it. If for some reason the fire extinguisher is discharged, you must create a request to recharge it, by contacting our office. The cost of recharging the extinguisher will be billed to all residents of the Apartment. If there are any discrepancies with the equipment or malfunctions noted at any time, it shall be the Tenant's responsibility to notify the Landlord immediately so that those issues can be addressed. Tenant further understands that it shall be Tenant's responsibility to maintain the batteries in any smoke and carbon monoxide detectors that are not hard-wired at all times throughout the Term of this Lease. If a low battery warning begins to sound, which is usually indicated by a repetitive "chirping sound" or intermittent beeping, the battery should be replaced immediately. Tenant shall inquire with Landlord or its property manager if Tenant is unsure whether a detection unit in the Premises is hard-wired or battery operated. Note that it is a violation of law to remove the batteries from the smoke detector or to otherwise remove or disable the detectors within the Apartment. Per the terms of the Lease, and according to local ordinances, Tenant can be fined no less than \$100.00 per incident for willfully disabling or tampering with any of the fire prevention devices located within the Apartment or any other portion of the Apartment Community. Misuse of fire alarms by you or your guests will result in you being fined \$1,000.00 plus any municipal charges and or equipment damages.

For additional information regarding the safety equipment in the apartment, please refer to the Rules and Regulations attachment to the Lease.

All other applicable terms of the Lease are incorporated herein.

This FIRE SAFETY AGREEMENT is part of the Lease between LANDLORD and RESIDENT.

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CONTROLLED ACCESS GATE, BUILDING ENTRY and VIDEO SURVEILLANCE ADDENDUM

LANDLORD: Park Place Denton

For and in consideration of the Lease of which this Addendum is a part, the undersigned Resident certifies that they have read, understands, and agrees to the following:

Resident acknowledges and agrees that Landlord may conduct video surveillance of any common areas of the Apartment Community at any time, and that video cameras may be positioned within and around the Apartment Community common areas. Resident gives his/her/their consent to such video surveillance.

Resident acknowledges that Owner has furnished a controlled access gate and/or building entry and/or video surveillance, if applicable, on the Property for the sole purpose of protecting the Property and not for Resident's security; any benefit Resident may receive is only incidental to the purpose of protecting the property. The installation or use of the controlled access gate and/or building entry and/or video surveillance, if applicable, shall not in any way prevent Owner, at any time, from permanently removing one or the other.

Owner has absolutely no obligation to continue to maintain the controlled access gate and/or building entry and/or video surveillance, if applicable, and should Owner elect at any time to remove the controlled access gate and/or building entry and/or video surveillance, if applicable, Owner shall be under no obligation to notify Resident of the removal and the removal shall not be a breach of any express or implied warranty, covenant or obligation. Resident represents and warrants that Resident understands how to use the controlled access gate and/or building entry and/or video surveillance, if applicable, and how both function. Resident further represents and warrants that Resident shall not act in any way to impair the use or function of either. Resident will notify Owner should Resident discover that the function of the controlled access gate and/or building entry and/or video surveillance, if applicable, is impaired. Resident acknowledges that Resident's security is the Resident's responsibility and the responsibility of the local law enforcement agency. In the event that Resident needs police protection of any kind, Resident will contact the local law enforcement agency. Resident should not contact the answering service or management office for Resident's security needs for this will only delay the response time.

Owner's installation or use of the controlled access gate and/or building entry and/or video surveillance, if applicable, does not constitute a voluntary undertaking, representation or agreement by Owner to provide security for Resident and his or her guests and/or invitees. There is absolutely no guarantee that the presence of the controlled access gate and/or building entry and/or video surveillance, if applicable, will in any way increase Resident's personal security or the safety of his or her guests and/or invitees or their respective belongings. The controlled access gate and/or building entry and/or video surveillance, if applicable, is a mechanical and technology device and can be rendered inoperative at any time.

All other applicable terms of the Lease are incorporated herein.

This CONTROLLED ACCESS GATE; BUILDING ENTRY and VIDEO SURVEILLANCE ADDENDUM is part of the Lease between LANDLORD and RESIDENT

¹ *Avery A Hamilton* ² *Omar Pereyra*



DRUG AND CRIME FREE AGREEMENT

LANDLORD: Park Place Denton

To ensure a safer environment for the members of our community, each **Tenant** of the lease agrees to adhere to the following rules concerning any illegal activity which transpires in their Apartment or on the common grounds of the **Landlord's** property.

1. **Tenant(s)**, and their guests shall not engage in criminal activity on or near the leased premises, or anywhere on Landlord's property, including Drug-related criminal activity. "Drug-related Activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.
2. **Tenant(s)** and their guests shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity on or near the leased premises.
3. **Tenant(s)** and their guests will not permit the leased Apartment to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. **Tenant(s)** and their guests shall not engage in the unlawful manufacturing selling, using, storing, keeping, or giving of a controlled substance at or near the leased premises.
5. **Tenant(s)** and their guests shall not engage in any illegal activity, including but not limited to prostitution, criminal gang activity, threatening, intimidating, or battery.
6. **Tenant(s)** and their guests will not engage in or contribute to any activities that jeopardize the health, safety, and welfare of the **Landlord** and their agents, or any other **Tenants** of the community.
7. **Tenant(s)** and their guests will not engage in any activities that inflict property damage to the leased premises or any common areas of the community.
8. **Tenant(s)** and their guests will not bring illegal firearms and/or firearms that are not registered to the carrier on the premises. At no time will any firearm be discharged by **Tenant** and/or guests on or near premises.
9. **Tenant(s)** agree to abide by the property's speed limit of 10MPH anywhere on the Landlord's property. They further agree that reckless driving on the Landlord's property is cause for revocation of parking permits and may result in a lease violation or revocation of privileges to keep or operate a vehicle on the Landlord's property. You also agree to comply with all additional parking regulations that may be added or amended in the future, including, without limitation, the parking rules included in the Rules and Regulations attached hereto and incorporated herein by reference.

Violation of the above provisions shall be considered to be grounds for possible termination of tenancy. It is understood that any single violation shall be good cause for immediate termination of the lease. Unless otherwise provided for by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. Note: These requirements do not constitute a guarantee or representation that residents or occupants residing at the Apartment Community have not been convicted of a felony or are not subject to deferred adjudication for a felony.

All other applicable terms of the Lease are incorporated herein.

This DRUG AND CRIME FREE AGREEMENT is part of the Lease between LANDLORD and RESIDENT.

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TV Addendum

LANDLORD: Park Place Denton

Where applicable, a television may be provided to residents in the common area of their Apartment. **Tenant(s)** understand the television provided by the **Landlord is the Landlord's property**. Landlord will grant Tenant(s) the opportunity to use the television in the common area of the indicated townhome/apartment for the length of the lease term, including any sort of lease extension; provided that such right of use may be revoked at any time by Landlord, in Landlord's sole discretion. The provision of the television is as a courtesy for the pleasure and convenience of the Tenant and is not to be construed in any manner as consideration for Rent paid by Tenant. Landlord shall not be required, during the term of this Lease, to keep the television in a condition for use by Tenant, and shall not provide a discount whatsoever should the television become inoperable at any time. Removal of said television, whether temporary or permanent, shall be at the sole discretion of Landlord. Tenant(s) also understand upon move-out, the television must remain in the Apartment. If the television is removed or damaged, the Tenant(s) will be billed a minimum charge of \$700.00.

All other applicable terms of the Lease are incorporated herein.

This TV ADDENDUM is part of the Lease between LANDLORD and RESIDENT.

¹ *Avery A Hamilton* ² *Omar Pereyra*



RULES AND REGULATIONS

In addition to the terms, covenants, and conditions contained in the Lease, you covenant and agree to be bound by the rules and regulations applicable to all Tenants.

1. You shall be responsible for all damage or injury resulting from any violation of the rules and regulations.
2. Landlord reserves the right, from time to time, to alter, modify, add to, or amend these rules and regulations. You agree that any rule or regulation we alter, modify, add to, or amend, shall be deemed to be in conformance with the following:
 - a. Its purpose is to promote the convenience, peace, safety or welfare of the Tenants in the Apartment Community, preserve the Apartment Community from abusive use, or make a fair distribution of services and facilities held out for the Tenants generally;
 - b. It is reasonably related to the purpose for which it is adopted;
 - c. It applies to all Tenants in the Apartment Community in a fair manner;
 - d. It is sufficiently explicit in its prohibition, direction or limitation of the Tenant's conduct to fairly inform the Tenant what such Tenant must or must not do to comply;
 - e. It is not for the purpose of evading the obligations of the Landlord; and
 - f. Tenant has notice of it at the time Tenant enters into the rental agreement or when it is adopted.
3. Landlord will send text messages with property updates and/or reminders to Tenants mobile telephone that was provided. Tenant understand that text message rates may apply.
4. Unless Tenant otherwise notifies Landlord in writing, Landlord at times will video and take pictures on property and at events associated with the property. Photographic, audio or video recordings may be used for conference presentations, education presentation or course, online educational courses and property and corporate marketing. Images may be edited, copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears. I waive any right to royalties or other compensation arising or related to the use of my image or recording.
5. You shall not make or permit any disturbing noises to be made on the Premises or within the Apartment Community, or as affecting neighbors of the Apartment Community, by you, members of your family, guests or permit anything to be done that will interfere with the rights, comforts, or conveniences of other Tenants or neighbors. **BLOCK PARTIES ARE STRICTLY PROHIBITED.** No reckless or dangerous conduct shall be permitted within the Apartment Community, in parking lots, or at the entrances to the Apartment Community. A fine of \$200 will be charged for loud parties, loud music, and other disturbing noises, as well as involvement in block parties.
6. You shall keep the Premises in a good state of preservation and cleanliness. You are responsible for keeping areas nearby your porch/balcony free of any trash, cigarette butts, or debris. If any such matter is found in these areas, you may be charged a minimum of \$100. Any trash bags that are left on the grounds, porches and/or corridors will be removed to the dumpsters and you will be charged at the rate of \$100 per bag. Trash outs at Lease End will be charged at the rate of \$100 per bag.
7. Neither you nor your guests shall throw cigarette butts on the grounds, paving, decks, or porches. If you or your guests throw cigarette butts in any such places, you will be charged at the rate of \$100 per incident.
8. Landlord does not provide security. Call the police department if you have any issues or witness suspicious activity. Tenant is responsible for his/her own safety and security.
9. No ashtrays, garbage cans, wood boxes, kitchen supplies, coolers, laundry, furniture, or other articles whatsoever shall be placed on the patios/balconies, decks, staircases, or landings, with the exception of deck furniture on patios/balconies or rear decks, if applicable. No articles shall be hung from the balcony railings, windows or placed upon the windowsills. Violating this policy is subject to removal of item(s) and subject to a minimum of \$100 fine.
10. Smoking/Vaping of any kind (including, but not limited to cigarettes, pipes, cigars, and marijuana – for medical purposes or otherwise) is prohibited inside and/or outside amenities and inside all apartment units/bedrooms. You may be subject to a \$200 fine, per incident.
11. Landlord will accept packages in the office in the event that Tenant is not home. Packages must be in the Tenant's name that is leased to the property or they may be returned to sender. Landlord will hold packages for up to 14 days. Landlord is not responsible for the condition of the package or its contents. Any packages are not picked up within 14 calendar days will be returned to sender. Landlord is not responsible for lost packages. Unless caused by the negligence of the Landlord or the Landlord's agent, Landlord is not responsible for damaged or lost mail.
12. The commodes and other water apparatus such as sinks, toilets, showers, dishwashers and garbage disposals shall not be used for any other use other than that for which they are constructed nor shall any sanitary napkins, tampons, disposable diapers, sweepings, rubbish,

¹ Avery A Hamilton ⁷ Omar Pereyra



rags, paper towels, excessive food matter, or any other improper articles be thrown into the same. Any damage resulting from misuse thereof shall be borne by you. Requests for cleaning and/or repair to any plumbing fixture where a stoppage has occurred will incur a charge of \$25.00 plus any cost of repair or replacement. In addition, you will be charged for any toilets and garbage disposals that have been clogged.

13. Garbage, refuse, and other waste matter shall be disposed of in the Trash Chute located in the designated trash rooms on each floor. Tenant agrees to follow the requirements as outlined below.
 - a. Tenant agree to only use 13-gallon trash bags.
 - b. Tenant agrees to dispose of trash on a daily basis.
 - c. Tenant agrees tie every trash bag and place directly into trash chute(s).
 - d. Cardboard boxes that will not fit in the 13-gallon trash bag must be disassembled and placed in the designated areas.
14. You will not add, remove, enter, or change any locks without prior written consent of the Landlord or Landlord's agent. If you add a lock onto your Bedroom door, you must provide Landlord a copy of the key.
15. You shall inspect the smoke detector weekly and you are responsible for replacing batteries as needed. Landlord shall not be responsible for the malfunction of smoke detectors whether as a result of a weak, defective, or inoperable battery or otherwise. Should you fail to keep a charged battery in the detector or permit the smoke detector to be damaged in any way, you shall be assessed the sum of \$100.00. You shall also be responsible for care and maintenance of the fire extinguisher. You must keep the fire extinguisher charged during tenancy and have it charged upon vacating. If for some reason the fire extinguisher is discharged, you must create a request to recharge it by contacting the office and entering a work order. The cost of recharging the extinguisher will be billed to all Tenants of the apartment.
16. You will maintain a minimum temperature of 65 degrees F and a maximum temperature of 76 degrees F in all rooms of the Apartment. Also, upon leaving the Premises for any extended period of time, you shall provide for daily inspection of the Premises during cold periods. This inspection shall include checking on the heating/cooling system to ensure that proper heat levels are being maintained. (KEROSENE BURNERS OR ANY TYPE OF PORTABLE OR AUXILIARY HEATERS ARE PROHIBITED). You are responsible for any damage to an Apartment that occurs due to temperatures not continuous between the temperatures above. If applicable, you are always required to use your bathroom fan when showering. Landlord may enter the Premises to change filters.
17. No sticky materials whatsoever or large nails, hooks, screws, or string lights (such as holiday decorations) are to be put in/on walls or ceiling and may incur a charge of \$500.00. If any nails whatsoever are used to hang pictures, walls must be restored to original condition at end of lease Term. You will be responsible for painting labor and supply costs to repair any damage to walls such as holes, smudges, dark marks, sticky materials, large nail holes, and marks on ceiling and for any other painting costs exceeding normal wear and tear. Normal wear and tear is defined as the natural fading or cracking or peeling of paint. You will be responsible for the costs of all other painting and wall repairs performed in the Premises. You will be notified of this cost as part of the move-out invoice.
18. You shall furnish electric light bulbs during your lease term.
19. All bicycles and motorcycles shall be kept in designated areas and Tenant is responsible for securing at all times. Should Tenant store a bike or motorcycle anywhere other than the designated area, Landlord will remove and charge Tenant a storage fee of \$50 per day. Landlord will not be responsible for replacing the lock should these items need to be removed.
20. You are not permitted on roofs at any time, whatsoever. You will be fined \$200.00 for a violation of this rule plus any damages.
21. You shall give right of entry to pest control vendors when extermination is scheduled.
22. You shall give notice to Landlord if the Premises are not going to be occupied for any extended period of time.
23. Water beds, halogen lamps, candles (lit) are not permitted and is subject to a minimum \$200 fine.
24. You may not bring beer kegs to the Premises or the Apartment Community. You will be fined \$600.00 for a violation of this rule.
25. **PARKING RULES.** Parking is not included in your Base rent. Parking is limited and **Tenant spaces are available on a first come, first serve basis.** If parking has been added to your lease, you agree to park in designated parking spaces with parking permit visible on upper of driver's side windshield, on the inside, or vehicle may be towed. If you require a new parking permit, there is a \$50 charge. If you are issued a temporary parking permit, this must be visible from the exterior front vantage point of your vehicle. Failure to display permits properly may result in your vehicle being towed at your expense. Visitors may only park in spaces designated for visitors, if applicable/available, or the vehicle may be towed at the owner's expense. Visitor (if applicable) spaces are also available on a first come, first serve basis; however, vehicles in visitor parking (if available) should not remain for more than 72 hours. You may not park on the grass at any time. Cars cannot be parked in fire lanes, along curbs, near dumpsters, behind another car, or in any location other than a designated parking space. Handicap parking spaces are reserved for those with valid Handicap placards or license plates. Any vehicle

² Avery A Hamilton ⁸ Omar Pereyra



parked in an area not designated for parking may be towed at owner's expense. You are responsible for informing your guests of all policies contained in this Lease. If Tenant fails to follow these rules, their parking privileges may be revoked or their guests may be towed. Any vehicle that appears to be inoperable on the property at any given time, may be towed at owner's expense. Parking permits may not be transferred from one vehicle to another without registering with the leasing office. Vehicles bearing a parking permit not assigned to the vehicle may be towed at the owner's expense. Drivers must obey all posted speed limit signs. In areas speed limit is not present, drivers' speed should not exceed 10 MPH.

26. You must use an ironing board when ironing clothes. At no time should you place a hot or warm iron on the carpet, counters or any other furniture that is not your own. If carpet, counters or our furniture is burned by any means (iron, cigarette burns, candles, etc.) the damaged areas or ENTIRE carpet, counters, and/or furniture will be replaced at your expense.
27. You may not move into the Premises until the security deposit (if applicable), first month's installment (or partial first and last month's rent) have been paid and all utilities have been placed in your name with the utility companies or you have registered with Landlord's third-party biller, upon Landlord's direction. If you are unsure how utilities are handled, please contact Landlord for advice.
28. IF, DURING THE TIME OF YOUR RENTAL AGREEMENT, YOU HAVE NOT REGISTERED WITH LANDLORD'S THIRD-PARTY BILLER FOR UTILITIES, YOUR ACCOUNT MAY INCUR DEFAULT CHARGES, AS WELL AS ANY USAGE OWED FOR THE PERIOD DURING YOUR LEASE TERM
29. Landlord is not responsible for increases to utility bills that may result from leaks or damage that are not promptly reported to Landlord.
30. THERE WILL BE A \$2,500 MINIMUM CHARGE PER INCIDENT (UNFURNISHED UNITS) IF A PET OR ANIMAL IS IN THE PREMISES AT ANY TIME. THIS REFERS TO ALL PETS/ANIMALS WHETHER THE PET/ANIMAL BELONGS TO YOU OR NOT. THE MINIMUM CHARGE FOR FURNISHED UNITS WILL BE \$3,500 MINIMUM CHARGE PER INCIDENT. ALL CARPETS AND SOFAS WILL BE REPLACED AT YOUR EXPENSE IF A PET OR ANIMAL HAS BEEN IN THE UNIT.
31. Occupancy limits shall be limited to the person(s) named on the Lease. Local ordinances provide for over- occupancy, which constitutes a code/zoning violation which may be subject to fines and/or criminal punishment. You are specifically advised of the existence of this Ordinance and should any violation occur or be alleged to have occurred, you shall pay all fines, court costs, and attorney's fees associated with such violations or alleged violations whether a conviction results or not. You will be charged \$800.00 per illegal occupant for violation of this ordinance. Guests are limited to a maximum of five persons per leased Tenant. Tenants found in violation of this guest limit will be fined \$100.00 per incident.
32. As stated in your lease, you may not Relet the Premises without Landlord's prior written approval, which such approval is in Landlord's sole discretion. Relet fee is 85% of a full Rent Installment per assignment. The prospective Tenant must fill out and submit an application and an application fee to Landlord. Landlord's approval of the prospective Tenant's application shall be at Landlord's sole discretion. A violation of this Relet procedure will result in a \$2500 charge per incident and any non-authorized parties will be evicted. All Tenants and prospective Tenants must complete a Request to Relet.
33. All payments should be mailed to the following address:

Park Place Denton (ATTN: Account Manager)
1519 Scripture Street
Denton, TX 76201
34. Misuse of fire alarms by you or your guests will result in your being fined \$1,000.00 plus any municipal charges.
35. The amenities are for the exclusive use of the Tenants. Tenant and their guests and/or invitees shall abide by the rules posted at each amenity. Tenants are responsible for guest actions while using the facilities.
36. Barbecue grills may be provided at the pool and/or throughout the community for Tenants' use (where applicable). The use of all other grills or hibachis must comply with all applicable laws and is strictly prohibited on balconies/patios or decks. Please note if found in violation, Tenant could be charged up to a \$200.00 fine by Owner and be cited by the local Fire Marshall.
37. There shall be no repairs made to vehicles on the property, other than changing a flat tire or jump starting a dead battery.
38. No radio/television wires, antennae or satellite dishes shall be installed on the exterior of the Leased Premises if applicable.

³ *Avery A Hamilton* ⁹ *Omar Pereyra*



39. Tenants and guests of Tenant must abide by any rules and regulations for any swimming pool, hot tub, tanning bed, fitness room use or other common areas established by Landlord from time to time and communicated to Tenant. Tenant and guests acknowledge that Landlord shall have no obligation to supervise use of any swimming pool, hot tub, tanning bed, fitness room or other common areas, and that Tenant assumes all risks of use of such facilities by Tenant and/or any guest of Tenant.

40. Building Rules

- a. Tenants understand that they must accompany their guests at all times. Guests will be asked to leave if a Tenant is not present with them.
- b. The fitness center can be accessed 24 hours a day, 7 days a week with your finger print once access has been set up.
- c. Any guests of a Tenant are his or her responsibility. The Tenant is responsible for any damage or loss caused by the actions or neglect of his or her guests. If property damage results from action or neglect of the Tenant or guest, the cost will be charged and paid for by the Tenant.
- d. Any signs of damage or loss should be reported to management immediately.
- e. No pets (other than service animals required to be allowed by law) are allowed in the amenities, lounges, or pool area at any time. Any violations will result in an automatic nonrefundable suspension of your amenities/lounge facility/privileges.
- f. Alcohol, tobacco, and drug-related products are not allowed in/or around the amenities, lounges, and pool. Food and nonalcoholic drinks are allowed only in designated areas.
- g. Running, horseplay, dangerous conduct, and noise that can disturb others are prohibited.
- h. All fitness center equipment should be thoroughly cleaned of all body fluids before leaving the amenity or moving on to another piece of equipment. Sanitary wipes are provided in the fitness center.
- i. All trash and personal items should be cleaned up or removed immediately.
- j. An adult must accompany all Tenants and guests under the age of 17 when using the amenities, lounges, or pool facilities.
- k. Management reserves the right to refuse admittance to, or eject persons from, the amenities, lounges and pool premises for failing to comply with any of the above health and safety regulations.
- l. Allow others a turn at the exercise equipment during peak hours and keep noise to a minimum.
- m. Fitness center towels must be properly placed in the laundry bins. Towels are not to leave the facility. If you or your guest leave with a facility fitness towel or if found in your apartment a fine of \$35.00, per towel, will be applied to your account.
- n. Computer Center Policies:
 1. The computer center is for the use of Tenants only.
 2. Tenants are not permitted to remove any items from the computer center such as equipment, software, accessories, furniture, etc.
 3. No food or drinks allowed. Smoking is not permitted. Tenants are not to place drinks or food close to equipment. No glass containers are permitted.
 4. Tenants are responsible for cleaning up any area where they have left a mess.
 5. Tenants are not authorized to adjust or alter any of the software or programs set up in the computer systems.
 6. Tenants are not authorized to make any repairs on computers, printers, copiers or fax equipment. Problems must be reported to Management.
 7. Landlord reserves the right to change hours of operation when it solely deems appropriate.
- o. Pool Policies:
 1. The pool hours are from 10:00AM - 11:00PM, Sunday - Saturday. Subject to change.
 2. No lifeguard is on duty.
 3. Persons under age 17 must have adult supervision.
 4. Anyone with open wounds or a communicable disease capable of infecting others is prohibited from using the pool.
 5. All persons are required to shower before entering the pool. Proper swimwear is to be worn at all times in the pool area

⁴ Avery A Hamilton

¹⁰ Omar Pereyra



and while sunbathing.

6. No loud music.
7. No glass containers.
8. Gates affording access to pool area may not be propped open or otherwise rendered inoperable, even temporarily.
9. No more than 2 guests per Tenant at any given time. Guests must be accompanied by Tenant.
10. Diving is not permitted.
11. No profanity, drunkenness, tobacco, and drug-related products are allowed in the pool area. Any person who is, in the sole judgment of the Owner, under the influence of alcohol or other drugs may be excluded from the pool area.
12. Do not use the pool during severe weather conditions, e.g. electrical storms or tornadoes.
13. No pool parties are permitted or allowed unless approved, in writing, by management.
14. No kegs are permitted in the pool or amenities/lounge areas.

41. In addition to expenses and costs of damages to persons or property, you will be charged a minimum amount as according to the following rate schedule for mishaps and violations of the rules and regulations, subject to applicable law:

a.	Illegal Pets Minimum Charge	\$ 2,500.00 (Unfurnished), \$3,500.00 (Furnished)
b.	Payment returned from bank	\$ 30, plus a \$15 collection processing fee
c.	ACH returned/failed items	\$ 30, plus a \$15 collection processing fee
d.	Credit Card returned/chargeback items	\$ 30, plus a \$15 collection processing fee
e.	Lockout During/After Office Hours	\$ 25.00 / \$ 50.00
f.	Late Rent Fee	\$ 25.00 initial on 5th day, \$5.00 additional per day
g.	Replacement Unit Key/Fob	\$ 25.00 / \$ 75.00
h.	Replacement Bedroom Key	\$ 25.00
i.	Replacement Mail Key	\$ 25.00
j.	Lock Change	\$ 100.00
k.	Replacement Parking Permit	\$ 50.00
l.	Replacement Finger Print Card	\$ 50.00
m.	Replacement Gate Access Card	\$ 50.00
n.	Beer Keg Violation	\$ 600.00 per incident
o.	Noise Violation	\$ 200.00 per incident
p.	Damage to Property/Amenities	Actual cost of repairs + 15% Administrative Fee
q.	Occupancy Violation	\$ 800.00 per person not on lease occupying apartment
r.	Failure to Follow Relet Procedure	\$ 2500.00
s.	Fire Alarm Misuse	\$ 1000.00
t.	Failure to Register with SimpleBills	\$ 100.00
	Each Additional Month	\$ 50.00
u.	Failure to Vacate at End of Lease	\$ 250.00 per day
v.	Trash Violation	\$ 100.00 per bag
w.	Patio/Deck Violation**	\$ 200.00
	** This includes Landlords furniture, grills or anything hanging from the railings (rugs, laundry, etc.)	
x.	Apartment Community/Unit Transfer Fee	\$ 500.00
y.	Smoking on Premises	\$ 200.00 per incident
z.	LED Light Strips	\$ 500.00
aa.	Disabling/Tampering with Smoke Detector(s)	\$ 100.00 per incident

LANDLORD and TENANT agree that this RULES AND REGULATIONS AGREEMENT is part of the Lease between LANDLORD and TENANT. VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LEASE AGREEMENT AND SHALL ENTITLE THE LANDLORD TO PURSUE ALL REMEDIES AVAILABLE TO LANDLORD PURSUANT TO SAID LEASE OR AVAILABLE UNDER APPLICABLE LAW. LANDLORD'S DETERMINATION OF A VIOLATION SHALL BE FINAL. WITHOUT LIMITING THE FOREGOING, LANDLORD MAY, IN ITS SOLE DISCRETION, LIMIT OR REVOKE THE PRIVILEGES OF ANY TENANT TO MAKE USE OF ANY COMMON AREAS (SPECIFICALLY INCLUDING RECREATIONAL FACILITIES) UPON TENANT'S VIOLATION OF ANY OF THESE RULES AND REGULATIONS.

⁵ Avery A Hamilton ¹¹ Omar Pereyra



TENANT FURTHER ACKNOWLEDGES THAT THE RULES AND REGULATIONS ARE ESTABLISHED BY LANDLORD FOR THE GOVERNANCE OF TENANTS AND THEIR GUESTS WITH THE INTENT TO PRESERVE THE RIGHTS AND PRIVILEGES OFFERED BY THE COMMUNITY TO ITS TENANTS. ALTHOUGH LANDLORD RESERVES THE RIGHT TO ENFORCE ANY OF THE RULES AND REGULATIONS, LANDLORD WILL HAVE NO RESPONSIBILITY TO TENANT TO ENFORCE THE RULES AND REGULATIONS AS TO ANY TENANT, GUEST OR THIRD PARTY WHATSOEVER, AND TENANT HEREBY RELEASES LANDLORD OF AND FROM ANY LIABILITY FOR ANY ACT OR OMISSION BY LANDLORD IN ENFORCING OR FAILING TO ENFORCE ANY OF THESE RULES AND REGULATIONS.

Where conflict exists between any of the foregoing Rules and Regulations, terms or provisions of the Lease, building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, as set forth herein, the more stringent of the requirements shall, at Landlord's option, govern.

⁶ *Avery A Hamilton*

¹² *Omar Pereyra*



CHECK OUT PROCEDURE

Resident is responsible for all but not limited to just the following check out procedures:

1. Notify Landlord in advance of your exact moving date.
2. Replace all extinguished light bulbs and 9-volt smoke alarm batteries.
3. Return all keys and parking permits, if applicable, to the Landlord when you vacate the Premise on or before the expiration of your Lease. Do not leave any of these items in the Apartment. Do not mail them in at a later date. Failure to return parking permit will result in a \$50.00 fee. Failure to return all keys will result in a lock change charge in addition to a replacement key charge. No refunds will be given for any items returned after the move-out date.
4. Clean all carpets and leave them in the same condition as move-in, less normal wear and tear. Should carpet be left in a condition beyond normal wear and tear, Landlord will have it chemically cleaned and/or replaced at your expense.
5. Clean all other floors including edges near baseboards and cabinets.
6. Clean all furniture (vacuum, dust, and polish).
7. Thoroughly clean the stove, microwave, refrigerator, exhaust fan, window, and bath. You must replace burner pans. Do not turn refrigerator off, simply defrost and turn to lowest setting. Thoroughly clean bathroom fixtures and leave them free of residue. Clean or replace all blinds.
8. Clean all light fixtures, doors, baseboards, trim, radiators and cabinets cupboards.
9. Wash all windows and screens.
10. Remove all personal effects, food, and trash.
11. Clean the exterior of the Premises and leave it free of debris. This includes patios, balconies porches, decks, steps, and grounds adjacent to your Apartment.
12. Upon vacating, do not turn the air conditioning below 75 degrees F.

A list of possible move-out charges can be obtained from the property office.

Your Security Deposit (if applicable), less any necessary deductions, will be returned in one check payable to you at the address indicated below. If no forwarding address is given, the check will be sent to the Premises. Upon move out, Security deposit and Ledger balance refunds under \$10.00 will not be refunded at the end of your lease unless you have provided the office with a written letter requesting that such refund be issued. Your last account statement will also be sent to the address listed below and/or your email address on file.

If you have signed a future lease with a Park7 Management property and have a balance or refund due on your account, your balance/refund may be transferred to and reflected on your new ledger. If you elect to not have your accounts consolidated in this manner, please contact Park Place Denton via email at invoices@parkplaceatdenton.com within two (2) business days of your Lease End and advised such. Transfers within the same lease term are required to be consolidated.

Provide your Forwarding Address below: (if one is not provided all correspondence will be sent to your old apartment number. Checks that are not received as result of incorrect forwarding address or failure to supply new address will result in check void and reprint fees as necessary to replace lost items)

Forwarding Address:

Avery Andrew Hamilton
NAME

1519 Scripture Street
STREET

Denton, TX 76201
CITY/STATE/ZIP

¹ *Avery A Hamilton* ² *Omar Pereyra*



Texas (MidRise) Packet 23-24

Signature Details

	Signer	IP Address	Date Signed
First Page of Lease			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:40:47 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:46 PM
Lease Terms			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
2	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
3	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
4	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
5	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
6	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
7	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
8	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
9	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
10	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
11	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:41:29 PM
12	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
13	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
14	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
15	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
16	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM

17	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
18	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
19	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
20	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
21	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
22	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:47 PM
Guaranty Agreement			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:42:16 PM
2	Andrew Hamilton Guarantor (15205546)	24.182.221.210	10/27/2022 01:29:23 PM
3	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:49 PM
Utility Services Addendum			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:42:43 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:49 PM
Electricity Conservation Ideas Checklist			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:43:06 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:50 PM
Electricity Sub-metering Rules			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:43:23 PM
2	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:43:23 PM
3	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:50 PM
4	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:50 PM
Internet Agreement			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:43:44 PM

2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:51 PM
No Pet-Animal Agreement			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:43:58 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:52 PM
Fire Safety Agreement			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:44:12 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:52 PM
Controlled Access and Video Surveillance Addendum			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:44:47 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:53 PM
Drug and Crime Free Agreement - ALL			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:45:19 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:53 PM
TV Addendum - ALL			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:46:42 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:54 PM
Rules and Regulations			
1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:47:25 PM
2	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:47:25 PM
3	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:47:25 PM
4	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:47:25 PM
5	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:47:25 PM
6	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:47:25 PM

7	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:54 PM
8	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:54 PM
9	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:54 PM
10	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:54 PM
11	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:54 PM
12	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:54 PM

Checkout Procedure

1	Avery A Hamilton Primary (15205545)	2600:1700:fa8:110:4ce2:	09/29/2022 09:48:49 PM
2	Omar Pereyra Owner/Manager	172.108.194.2	10/27/2022 07:42:56 PM