

General Lease Provisions

1. **Parties.** This Lease ("Lease") is between you, the resident:
Evan Riddle

and us, the owner: Gateway at Denton Investors LLC

(name of apartment community or title holder).

2. **Apartment.** You are renting Apartment No. TBD,
Bedroom No. _____, or Floor Plan
B1
at 1201 Cleveland St.
(street address) in Denton
(city), Texas 76201 (zip code) for use as a private residence only.

When this lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above.

2.1. Use and Occupancy. Your access may include exclusive areas, shared common space in the unit, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease.

You have a non-exclusive right to use other areas in the unit, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the unit common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. Access Devices. In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including: 1 room and 1 unit key. All gates and amenities open with Gatewise app.

3. **Term.** The term of this Lease begins on the 18th day of August (month), 2023 (year), and ends at noon on the 31st day of July (month), 2024 (year). **This Lease does not automatically renew.**

You will not gain possession of the apartment until the beginning of the lease term, even if installment payments begin before that date.

3.1. Holdover. You or any occupant, invitee, or guest must not hold over beyond the end of the Lease term. If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; and (C) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease of a new resident who can't occupy because of the holdover.

4. **Rent and Charges.** Your rent for the term is \$ 9660.00. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of \$ 805.00 each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the 1st of the month in which this Lease begins. All other payments must be made by the 1st of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, the total rent for the Lease term may be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 9 and 24 apply to acceleration under this paragraph. **You must pay your installments on or before the 1st day of the month in which they are due. There is no grace period, and you agree that not paying by the 1st of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us.** If you don't pay rent on time,

you'll be in default and subject to all remedies under state law and this Lease. After the due date, we do not have to accept any payments.

4.1. **Payments.** You will pay your rent:

- at the onsite manager's office
- through our online payment site
- at 1201 Cleveland Street. Denton Texas 76201

We may, at our option, require at any time that you pay all rent and other sums due for any installment period in one single payment by any method we specify. Payment of each sum due is an independent covenant. Rent and late fees are due without demand, and all other sums are due upon our demand.

4.2. Application of Money Received. When we receive money, other than utility payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose.

4.3. Utilities and Services. We'll pay for the following if checked:

- gas
- water
- wastewater
- electricity
- trash/recycling
- cable/satellite
- Internet
- stormwater/drainage
- government fees
- other _____

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term.

4.4. Late Fees. If you don't pay rent in full by 11:59 p.m. on the 3rd day (3rd or greater) of the month, you must pay us the following initial late fee immediately and without demand in addition to the unpaid rent: _____ % of your installment amount as stated in this Lease or \$ 50.00.

In addition, for 15 days until rent and late fees are paid in full, you must pay a daily late fee of \$ 10.00 per day or _____ % of your installment amount per day.

You'll also pay a charge of \$ 35.00 for each returned check or rejected electronic payment, plus initial and daily late fees, until we receive acceptable payment.

4.5. Lease Changes. No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules.

5. **Security Deposit.** Your security deposit is \$ 100.00, due on or before the date this Lease is signed. Any animal deposit will be stated in an animal addendum.

5.1. Refunds and Deductions. *In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear.* We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise.

You'll also be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 27; removing or booting illegally parked vehicles; special trips for

trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 19; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 24; and (C) a reletting fee if you've violated Par. 9. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

6. **Guests.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own. Unless otherwise stated in this Lease or in our policies, no more than 10 people may be present in the apartment at one time.

Other than residents and authorized occupants, no one else may occupy the apartment. Guests are not permitted to stay in the apartment for more than 3 consecutive days without our prior written consent. If the previous blank isn't filled in, two consecutive days will be the limit.

6.1. Exclusion of Persons. We may exclude from the apartment community any guests or others who, in our judgment, have been violating the law, violating this Lease or our rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area anyone who refuses to show photo identification or refuses to identify himself or herself as a resident, an occupant, or a guest of a specific resident in the community.

7. **Care of Unit/Common Areas and Damages.** You must promptly pay or reimburse us for loss, damage, consequential damages, government fines or charges, or cost of repairs or service in the apartment community because of a Lease or rules violation; improper use; negligence; other conduct by you, your invitees, your occupants, or your guests; or any other cause not due to our negligence or fault as allowed by law, except for damages by acts of God to the extent they couldn't be mitigated by your action or inaction.

Unless damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacements, and damage of the following kind if occurring during the Lease term or renewal period: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all Lease obligations relating to any shared areas and utilities (if applicable). All residents will be jointly responsible for damage to the apartment that we do not determine (in our sole discretion) was caused by a specific resident, and for other amounts due under the Lease.

In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, include you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation.

8. **Insurance. Our insurance doesn't cover the loss of or damage to your personal property.** You are:
- required to buy and maintain renter's or liability insurance (see attached addendum), **or**
 - not required to buy renter's or liability insurance.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. Information on renter's insurance is available from the Texas Department of Insurance.

9. **Unlawful Early Move-Out and Reletting Charge.** You'll be liable for a reletting charge of \$ 684.25 (not to exceed 85% of your installment amount during the Lease term) if you: (A) fail to move in; (B) move out without paying rent in full for the entire Lease term; (C) move out at our demand because of your default; or (D) are judicially evicted.

The reletting charge is not a Lease cancellation fee nor a buyout fee and does not release you from your obligations under this Lease. It is a liquidated amount covering only part of our damages—for the time, overhead, and expense in turning the unit and finding or processing a replacement resident. These damages are uncertain and hard to as-

certain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.

10. **Security and Safety Devices.** We'll pay for missing security devices that are required by law. **You'll pay for: (A) rekeying that you request (unless we failed to rekey after the previous resident moved out); and (B) repairs or replacements because of misuse or damage by you or your family, your occupants, or your guests.** You must pay immediately after the work is done unless state law authorizes advance payment. You must also pay in advance for any additional or changed security devices you request.

Texas Property Code secs. 92.151, 92.153, and 92.154 require, with some exceptions, that we provide at no cost to you when occupancy begins: (A) a window latch on each window; (B) a doorviewer (peephole) on each exterior door; (C) a pin lock on each sliding door; (D) either a door-handle latch or a security bar on each sliding door; (E) a keyless bolting device (deadbolt) on each exterior door; and (F) either a keyed doorknob lock or a keyed deadbolt lock on one entry door. Keyed locks will be rekeyed after the prior resident moves out. The rekeying will be done either before you move in or within 7 days after you move in, as required by law. If we fail to install or rekey security devices as required by law, you have the right to do so and deduct the reasonable cost from your next rent payment under Texas Property Code sec. 92.165(1). We may deactivate or not install keyless bolting devices on your doors if (A) you or an occupant in the dwelling is over 55 or disabled, and (B) the requirements of Texas Property Code sec. 92.153(e) or (f) are satisfied.

10.1. Smoke Alarms and Detection Devices. We'll furnish smoke alarms or other detection devices required by law or city ordinance. We may install additional detectors not so required. We'll test them and provide working batteries when you first take possession of your apartment. Upon request, we'll provide, as required by law, a smoke alarm capable of alerting a person with a hearing-impairment disability.

You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. Neither you nor others may disable alarms or detectors. **If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.**

10.2. Duty to Report. You must immediately report to us any missing, malfunctioning or defective security devices and smoke alarms/detectors. You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

11. **Delay of Occupancy.** We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to (1) abatement of rent on a daily basis during delay and (2) your right to terminate the lease in writing as set forth below. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

If there is a delay of your occupancy, you agree to work with us to find a reasonable alternative. If we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.** After termination, you are entitled only to refund of any deposit(s) and any rent you paid.

- (a) If we give written notice to you when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but not later.
- (b) If we give you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but not later.

The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

12. Community Policies and Rules. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all written apartment rules and community policies, including instructions for care of our property. We may regulate the use of patios, balconies, and porches, and activities in common areas. We may make reasonable changes to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the apartment community and do not change the dollar amounts on pages 1 and 2 of this Lease.

12.1. Photo/Video Release. When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

12.2. Limitations on Conduct. Your apartment and other areas reserved for your use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval, or cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

12.3. Notice of Convictions and Registration. You must notify us within 15 days if you or any of your occupants are convicted of (A) any felony, or (B) any misdemeanor involving a controlled substance, violence to another person, or destruction of property. You must also notify us within 15 days if you or any of your occupants register as a sex offender. Informing us of a criminal conviction or sex-offender registration doesn't waive any rights we may have against you.

12.4. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any extended absence from your unit that is for more than 14 days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within 10 days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

12.5. Virus Rules and Notification. You agree to follow any community policies or rules related to COVID-19 and/or other virus strains (collectively “Viruses”). **If you suspect or know you have been exposed to any Virus, you should follow guidelines from the CDC and state or local health authorities.**

13. Prohibited Conduct. You, your occupants, and your guests may not engage in the following activities:

- (a) criminal conduct; manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven;
- (j) injuring our reputation by making bad-faith allegations against us to others; or
- (k) smoking of any kind, in accordance with our policies.

14. Parking. You may not be guaranteed parking. If parking is provided, we may regulate the time, manner, and place of parking of all motorized vehicles and other modes of transportation, including bicycles and scooters. You must comply with our parking policies. In addition to other rights we have to tow or boot vehicles under state law, we also have the right to remove any vehicle that is not in compliance with our policies at the expense of the owner or operator.

15. Release of Resident. *You may have the right under Texas law to terminate the Lease early in certain situations involving military deployment or transfer, family violence, certain sexual offenses, stalking or death of a sole resident.* If you're not entitled to terminate this Lease under these specific circumstances, you won't be released from this Lease for any reason.

16. Resident Safety and Loss. *We are not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* We're also not liable to you, other residents in your unit or your guests for any damage, injury or loss to person or property from fire, flood, water leaks, rain, hail, ice, snow, smoke lightning, wind, explosions, interruption of utilities or other occurrences unless such damage injury or loss is caused exclusively by our negligence. We are not responsible for, and will not provide fire or casualty insurance for, your personal property. You are strongly encouraged to secure insurance to protect against all of the above.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

17. Condition of the Premises and Alterations.

17.1. As-Is. We disclaim all implied warranties. You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. You'll be given an Inventory & Condition form on or before move-in. Within 48 hours after move-in, you must note on the form all defects or damage, sign the form, and return it to us. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

17.2. Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

18. Requests, Repairs and Malfunctions.

18.1. Written Requests Required. *If you or any occupant needs to send a request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written and delivered to our designated representative in accordance with our policies* (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety, such as fire, smoke, gas, explosion, or crime in progress). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or any other matter doesn't waive the strict requirement for written notices under this Lease. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all residents.

18.2. Notifications and Requirements. You must promptly notify us in writing of water leaks or excessive moisture, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

18.3. Utilities. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately.

18.4. Casualty Loss and Equipment Repair. We'll act with customary diligence to make repairs and reconnections, taking into consideration when casualty-insurance proceeds are received. Unless required by statute after a casualty loss, or during equipment repair, your rent will not abate in whole or in part. Air-conditioning problems are normally not emergencies. If air-conditioning or other equipment malfunctions, you must notify us as soon as possible on a business day.

18.5. Our Right to Terminate for Casualty Loss/Property Closure. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 7 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months, or if the property is subject to eminent domain. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove personal property if it causes a health or safety hazard.

19. Animals.

19.1. No Animals Without Consent. No animals (including mammals, reptiles, birds, fish, rodents, amphibians, arachnids, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've given written permission. If we allow an animal, you must sign a separate animal addendum and, except as set forth in the addendum, pay an animal deposit. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We'll authorize an assistance or support animal for a disabled person without requiring an animal deposit. We may require verification of your disability and the need for such an animal. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

19.2. Removal of Unauthorized Animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 20. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. If we consent to your request to keep the animal and you complete an Animal Addendum and pay all fees, we'll return the animal to you.

19.3. Violations of Animal Policies and Charges. If you or any guest or occupant violates the animal restrictions of this Lease or other animal rules with or without your knowledge, you'll be subject to charges, damages, eviction, and other remedies provided in this Lease, including an initial charge of \$ 100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$ 10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for all cleaning and repair costs, including defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except attorney's fees and litigation costs) in enforcing animal restrictions and rules.

20. When We May Enter. If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, law officers, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the bedroom or apartment at reasonable times for reasonable business purposes. If nobody is in the bedroom or apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry.

21. Notice. Notices to you or any other resident or occupant of the apartment constitute notice to all residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. A notice from us to you to pay sums owed only by you will be addressed to you only. You represent that you have provided your current electronic mail address to us, and that you will notify us in the event your electronic mail address changes.

22. Subletting, Transfers, Relocation and Replacements. Prior written consent required. Replacing a resident, subletting, or assigning a resident's rights is allowed only when we consent in writing.

22.1. Transfers. You must get our prior written approval for any transfer. If a transfer is approved, you must:

- be in compliance with all terms of this Lease;
- execute a new Lease or other agreement for the space to which you are transferring;
- complete all required forms;
- pay a new security deposit in advance if required; and
- pay a transfer fee of \$ 300.00 in advance if you are moving from one unit to another or \$ 300.00 in advance if you are moving from one exclusive space to another in the same unit.

Under no circumstances will we be responsible for paying your moving costs.

22.2. Relocation. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community.

22.3. Replacement. If a departing or remaining resident finds a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- a reletting charge or reasonable administrative (paperwork) fee may be due, and a rekeying fee will be due if rekeying is requested or required; and
- the departing and remaining residents will remain liable for all Lease obligations for the rest of the original Lease term.

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer. The departing resident will no longer have a right to occupancy but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing—even if a new Lease is signed.

22.4. Rental Prohibited. You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises dwellings for rent.

Owner's Rights and Remedies

23. Our Responsibilities. We'll act with customary diligence to:

- keep common areas reasonably clean, subject to Par. 17;
- maintain fixtures, hot water, heating, and air-conditioning equipment;
- substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
- make all reasonable repairs, subject to your obligation to pay for damages and items for which you're liable.

23.1. Your Remedies. If we violate any of the above, you may possibly terminate this Lease and exercise other remedies under Texas Property Code Sec. 92.056 by following this procedure:

- all rent must be current, and you must make a written request for repair or remedy of the condition—after which we'll have a reasonable time for repair or remedy;
- if we fail to do so, you must make a second written request for the repair or remedy (to make sure that there has been no miscommunication between us)—after which we'll have a reasonable time to repair or remedy; and
- if the repair or remedy still hasn't been accomplished within that reasonable time period, you may immediately terminate this Lease by giving us a final written notice.

You also may exercise other statutory remedies, including those under Texas Property Code sec. 92.0561.

23.2. Request by Mail. Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, registered mail, or by any trackable mail or delivery method through the postal service or a private delivery service—after which we'll have a reasonable time to repair or remedy. "Reasonable time" accounts for the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current when you make any request. We'll refund security deposits and prorated rent as required by law.

24. Default by Resident.

24.1. Acts of Default. You'll be in default if: (A) you don't timely pay rent or other amounts you owe; (B) you or any guest or occupant violates this Lease, apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for (1) a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined in the Texas Controlled Substances Act, or (2) any sex-related crime, including a misdemeanor; (F) you are found to have any illegal drugs or paraphernalia in your apartment; (G) you or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government; or (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

24.2. Eviction. If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate. Notice may be given by: (A) regular mail; (B) certified mail, return receipt requested; (C) personal delivery to any resident; (D) personal delivery to the bedroom or apartment to any occupant over 16 years old; (E) affixing the notice to the inside of the apartment's main entry door; or (F) securely affixing the notice to the outside of the apartment's main entry door as allowed by law. Notice by mail under (A) or (B) will be considered delivered on the earlier of actual delivery, or 3 days (not counting Sundays or federal holidays) after the notice is deposited in the U.S. Postal Service with postage. Termination of your possession rights or a later reletting doesn't release you from liability for future rent or other Lease obligations. **After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due;** the filing or acceptance doesn't waive or diminish our right of eviction or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, to past or future rent or other sums, or to our continuing with eviction proceedings. If you are evicted, you must leave the apartment and cannot live in another bedroom or any where else in the apartment. **In an eviction, rent is owed for the full rental period and will not be prorated.**

24.3. Acceleration. Unless we elect not to accelerate rent, all rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (A) you move out, remove property in preparing to move out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

24.4. Other Remedies. We may report unpaid amounts to credit agencies as allowed by law. If we or a third-party debt collector we use tries to collect any money you owe us, you agree that we or the debt collector may call you on your cellphone and may use an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. You agree that late charges are liquidated damages representing a reasonable estimate of the value of our time, inconvenience, and overhead associated with collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for any eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid.

24.5. Mitigation of Damages. If you move out early, you'll be subject to Par. 9 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all later rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

24.6. Default by Other Residents. If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

25. Other Important Provisions.

25.1. Representatives' Authority; Waivers; Notice. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted in accordance with our policies. If the Lease Guaranty is not executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy of the memo, letter, or fax that was given (and any fax-transmittal verification). Fax or electronic signatures are binding. All notices must be signed.

25.2. Miscellaneous. All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you and we agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to." Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Par. 3 begins.

25.3. Force Majeure. If we are prevented from completing substantial performance of any obligation under this Lease by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence that is beyond our control, then we shall be excused from any further performance of obligations to the fullest extent allowed by law. Your exposure to or contracting of a Virus does not excuse you from fulfilling your Lease obligations.

End of the Lease

26. Move-Out Procedures. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Par. 9 and 24. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the bedroom and apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

26.1. Cleaning. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges—including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs without negligence, carelessness, accident, or abuse).

26.2. Move-Out Inspection. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final accounting or refunding.

27. Surrender and Abandonment. You have **surrendered** the bedroom and apartment when: (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; **or** (B) bedroom and apartment keys and access devices have been turned in to us—which ever happens first.

You have **abandoned** the bedroom and apartment when all of the following have occurred: (A) you appear to have moved out of the bedroom in our reasonable judgment; (B) clothes, furniture, and personal belongings have been substantially removed from the bedroom in our reasonable judgment; (C) you've been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in our name has been terminated or transferred; **and** (D) you've not responded for 2 days to our notice left on the inside of the main entry door stating that we consider that you have abandoned the apartment. A bedroom or apartment is also considered abandoned 10 days after the death of a sole resident.

27.1. The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the bedroom or apartment; determine any security-deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment, but don't affect our mitigation obligations.

27.2. Removal of Property Left in Apartment after Surrender, Abandonment, or Eviction. We, or law officers, may—but have no duty to—remove or store all property that in our sole judgment belongs to you and remains in the bedroom, apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) after you're judicially evicted or if you surrender or abandon the bedroom or apartment.

27.3. Storage. We may—but have no duty to—store property removed after judicial eviction, surrender, or abandonment of the bedroom or apartment. **We're not liable for casualty, loss, damage, or theft.** You must pay reasonable charges for our packing, removing and storing any property.

If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late fees, reletting charges, storage charges, damages, etc.

Except for animals, we may throw away or give to a charitable organization all personal property that is:

- (1) left in the bedroom or apartment after surrender or abandonment; **or**
- (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

An animal removed after surrender, abandonment, or eviction may be kennelled or turned over to a local authority, humane society, or rescue organization.

General Provisions and Signatures

28. Disclosure of Information. We may, but are not obligated to, share and use information related to this lease for law-enforcement, governmental, or business purposes. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

29. TAA Membership. We represent that, at the time of signing this Lease, we, the management company representing us, or any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management-company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 6). If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership.

30. Cancellation. If written cancellation is received within 72 hours of the date you sign this Lease, the Lease will be voided with no penalties to you, unless we have received the first installment or you have been issued keys.

31. Waivers. By signing this Lease, you agree to the following:
31.1. Class Action Waiver. You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and **you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

31.2. Virus Warning and Waiver. Due to the inherent risk of exposure to Viruses on the premises as defined in Section 92.001 of the Texas Property Code (the "Premises"), it is important that you diligently follow all posted instructions, written rules, and generally accepted health precautions concerning the spread of Viruses while on the Premises. Viruses may be extremely contagious and can lead to severe illness and death. You should always assume that anyone could have a Virus. There is no representation or warranty that: (1) the Premises are or will remain free of Viruses, (2) persons on the Premises, including any roommate, are not carrying Viruses; or (3) exposure to Viruses cannot occur on the Premises.

While on the Premises, including in your unit:
(a) You must exercise due care for your safety at all times.
(b) You agree to take full responsibility for and voluntarily assume all risks related to exposure to Viruses.
(c) You agree to release, indemnify, discharge, and hold us and our representatives harmless to the fullest extent allowed by law for all present and future claims and liabilities relating to Viruses, including but not limited to any negligent act or omission by us, which might occur as a result of your being on the Premises.

32. Special Provisions. The following or attached special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease and will supersede any conflicting provisions of this printed Lease form.

Before submitting a rental application or signing this Lease, you should review the documents and may consult an attorney. You are legally bound by this Lease when you sign it. A facsimile or electronic signature on this Lease is as binding as an original signature.

The leasing process will be completed after we review, approve and return a countersigned Lease to you. You understand a contract has been formed even if the specific apartment or bedroom is to be assigned at a later date.

Additional provisions or changes may be made to the Lease if agreed to in writing by the parties. This Lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident (sign below)

(Name of Resident) _____ Date signed

Owner or Owner's Representative (signing on behalf of owner)

Address and phone number of owner's representative for notice purposes
1201 Cleveland Street. Denton Texas

(940) 323-9010

After-hours phone number _____
(Always call 911 for police, fire, or medical emergencies.)

⁶ Russ B Riddle ²² Evan H Riddle



Bed Bug Addendum

Please note: We want to maintain a high-quality living environment for you. It's important to work together to minimize the potential for bed bugs in your dwelling and others. This addendum outlines your responsibility and potential liability when it comes to bed bugs. It also gives you some important information about them.

1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:
Apt. # TBD at Gateway at Denton
Investors LLC

(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)

(city)

(state) _____ (zip).

2. **Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.

3. **Inspection and Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- **YOU HAVE INSPECTED THE DWELLING BEFORE MOVING IN OR SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR BED-BUG INFESTATIONS, OR**
- **YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN OR SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED-BUG INFESTATION.**

You represent and agree that you have read the information about bed bugs provided by us and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property and possessions and that you have fully disclosed to us any previous bed-bug infestation or issue that you have experienced.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs.

4. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Simultaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

5. **Notification.** You must promptly notify us:

- of any known or suspected bed-bug infestation or presence in the dwelling, or in any of your clothing, furniture, or personal property;
- of any recurring or unexplained bites, stings, irritations, or sores on the skin or body that you believe are caused by bed bugs, or by any condition or pest you believe is in the dwelling; **AND**
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or if you receive any confirmation of bed-bug presence by a licensed pest-control professional or other authoritative source.

6. **Cooperation.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest-control agents to treat and eliminate them. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned before we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing, and personal belongings so we can perform pest-control services. If you don't cooperate with us, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

7. **Responsibilities.** You may be required to pay all reasonable costs of cleaning and pest-control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you move out, you may be responsible for the cost of cleaning and pest control. If we have to move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may have to pay any lost rental income and other expenses we incur to relocate the neighboring residents and to clean and perform pest-control treatments to eradicate infestations in other dwellings. If you don't pay us for any costs you are liable for, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and we may take immediate possession of the dwelling. If you don't move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

8. **Transfers.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest-control professional. You must provide proof of such cleaning and treatment to our satisfaction.

You are legally bound by this document. Please read it carefully.

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

Date signed

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

⁷ Russ B Riddle ²³ Evan H Riddle

Bed Bugs

A Guide for Rental-Housing Residents

(Adapted with permission from the National Apartment Association)

Bed bugs are wingless, flat, broadly oval-shaped insects, with a typical lifespan of 6 to 12 months. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate.

Bed bugs' increased presence across the United States in recent decades is due largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental-housing residents, out of shame, to avoid notifying owners of their presence. This only causes the bed bugs to spread.

While bed bugs are more attracted to clutter, they're certainly not discouraged by cleanliness. Bottom line: bed bugs know no social or economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease.

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pests of public-health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease-carrying pests. Again, claims associating bed bugs with disease are false.

Learn to identify bed bugs.

Bed bugs can often be found in, around, behind, under, or between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Window and door frames
- Ceiling and wall junctions
- Crown moldings
- Wall hangings and loose wallpaper
- Carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Electronic devices, such as smoke and carbon-monoxide detectors

Because bed bugs leave some people with itchy welts similar to those made by fleas and mosquitoes, the

cause of welts like that often go misdiagnosed. One distinguishing sign is that bed-bug marks often appear in succession on exposed areas of the skin such as the face, neck, and arms. But sometimes a person has no visible reaction at all from direct contact with bed bugs.

While bed bugs typically act at night, they often leave signs of their presence through fecal markings of a red to dark-brown color, visible on or near beds. Blood stains also tend to appear when the bugs have been squashed, usually by an unsuspecting sleeping host. And because they shed, it's not uncommon to find the skin casts they leave behind.

Prevent bed-bug encounters when traveling.

Because humans serve as bed bugs' main mode of transportation, it's especially important to be mindful of bed bugs when away from home. Experts attribute the spread of bed bugs across all regions of the United States largely to increases in travel and trade, both here and abroad. So travelers are encouraged to take a few minutes on arriving to thoroughly inspect their accommodations before unpacking. Because bed bugs can easily travel from one place to another, it's also a good practice to thoroughly inspect luggage and belongings for bed bugs before heading home.

Know the bed-bug dos and don'ts.

- **Don't** bring used furniture from unknown sources into your dwelling. Countless bed-bug infestations have stemmed directly from bringing home second-hand and abandoned furniture. Unless you are absolutely sure that a piece of second-hand furniture is bed-bug-free, you should assume that a seemingly nice looking leather couch, for example, is sitting curbside waiting to be hauled off to the landfill because it's teeming with bed bugs.
- **Do** inspect rental furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do** address bed-bug sightings immediately. Rental-housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Don't** try to treat bed-bug infestations yourself. Health hazards associated with the misapplication of traditional and nontraditional chemical-based insecticides and pesticides poses too great a risk to you, your family and pets, and your neighbors.
- **Do** comply with eradication protocol. If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed-bug-eradication protocol set forth by both your owner and their designated pest-management company.

Animal Addendum

Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

1. Dwelling Unit.

Unit # TBD, at 1201 Cleveland
St.
(street address) in Denton
(city), Texas 76201 (zip code).

2. Lease.

Owner's name: Gateway at Denton Investors LLC

Residents (list all residents): Evan Riddle

3. Conditional Authorization for Animal. You may keep the animal or animals described below in the dwelling until the Lease expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

4. Animal Deposit. You must pay a one-time animal deposit of \$_____ when you sign this addendum. This deposit is in addition to your total security deposit under the Lease, which is a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

5. Assistance or Service Animals. When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

6. Search and Rescue Dogs. We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

7. Additional Monthly Rent. Your monthly base rent (as stated in the Lease) will be increased by \$ 35.00.

8. Additional Fee. You must also pay a one-time nonrefundable fee of \$ 425.00 to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

9. Liability Not Limited. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, re-placements, or personal injuries.

10. Description of Animal. You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____

License #: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____
License #: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____
Age: _____
City of license: _____
License #: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

11. Special Provisions. The following special provisions control over any conflicting provisions of this addendum:

12. Emergency. In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____
Address: _____
City/State/Zip: _____
Phone: (_____) _____

13. Animal Rules. You are responsible for the animal's actions at all times. You agree to follow these rules:

13.1 Shots and Licenses. The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

13.2 Disturbances. The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

13.3 Housebreaking, Cages, Offspring. Dogs, cats, assistance or service animals, and search and rescue dogs must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.

13.4 Indoor Waste Areas. Inside, the animal may urinate or defecate only in these designated areas: Litter Box

13.5 Outdoor Waste Areas. Outside, the animal may urinate or defecate only in these designated areas: Grass

13.6 Tethering. Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

⁹ Russ B Riddle ²⁵ Evan H Riddle

13.7 Off-Limit Areas. You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.

13.8 Food & Water. Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

13.9 Leash. You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.

13.10 Animal Waste. Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.

14. Additional Rules. We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

15. Violation of Rules. If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease, including eviction and recovering damages and attorney's fees from you.

16. Complaints About Animal. If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.

17. Our Removal of an Animal. In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.

- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
 - (B) left the animal in the dwelling unit for an extended period of time without food or water;
 - (C) failed to care for a sick animal;
 - (D) violated our animal rules; *OR*
 - (E) let the animal defecate or urinate where it's not allowed.

17.2 Removal Process. To remove an animal, we must follow the procedures in the Lease, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

18. Liability for Damage, Injuries, Cleaning. Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.

19. Move-Out. Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

20. Multiple Residents. Each resident who signed the Lease must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

21. Dog Park. We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.

22. General. You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease described above.

23. Animal Restrictions. No animal will be allowed that poses a threat to any other person. You represent that your animal(s) does not pose a danger or threat of any kind to any person or property; has not displayed vicious, aggressive or dangerous behavior; and has never before injured you or any other person or animal or caused any damage to your property or another person's property. You affirmatively represent and warrant that you have never had a claim or lawsuit filed against you or anyone else for an injury or damage caused by or related to the animal. You understand and agree that the approval of the animal to live in your apartment is expressly conditioned upon all of the forgoing being true and if you have made any misrepresentation it is a violation of the Lease.

You are legally bound by this document. Please read it carefully.

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

Resident or Residents (all sign below)

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

Owner or Owner's Representative (sign below)

Date signed

10 Russ B Riddle 26 Evan H Riddle



TEXAS APARTMENT ASSOCIATION

M E M B E R

Mold Information and Prevention Addendum

Please note: We want to maintain a high-quality living environment for our residents. To help achieve this goal, it is important that we work together to minimize any mold growth in your dwelling. This addendum contains important information for you, and responsibilities for both you and us.

1. Addendum. This is an addendum to the Lease Contract executed by you, the resident or residents, on the dwelling you have agreed to rent.

That dwelling is: Unit # TBD at Gateway at Denton Investors LLC

(name of apartments)

or other dwelling located at _____

(street address of house, duplex, etc.)

City/State where dwelling is located _____

2. About Mold. Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. Molds are nothing new—they are natural microscopic organisms that reproduce by spores. They have always been with us. In the environment, molds break down organic matter and use the end product for food. Without molds we would be struggling with large amounts of dead organic matter. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. There is conflicting scientific evidence about how much mold must accumulate before it creates adverse health effects on people and animals. Even so, we must take appropriate precautions to prevent its buildup.

3. Preventing Mold Begins with You. to minimize the potential for mold growth in your dwelling, you must:

- Keep your dwelling clean—particularly the kitchen, bathroom, carpets, and floors. Regular vacuuming and mopping of the floors, plus cleaning hard surfaces using a household cleaner, are all important to remove the household dirt and debris that harbor mold or food for mold. Throw away moldy food immediately.
- Remove visible moisture accumulations on windows, walls, ceilings, floors, and other surfaces as soon as reasonably possible. Look for leaks in washing-machine hoses and discharge lines—especially if the leak is large enough for water to seep into nearby walls. If your dwelling has them, turn on exhaust fans in the bathroom before showering and in the kitchen before cooking with open pots. Also when showering, keep the shower curtain inside the tub (or fully close the shower doors). Experts also recommend that after a shower or bath you (1) wipe moisture off shower walls, shower doors, the bathtub, and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air-conditioning or heating-system problems you discover. Follow any of our rules about replacing air filters. It's also good practice to open windows and doors periodically on days when the outdoor weather is dry (i.e., humidity is below 50%) to help humid areas of your dwelling dry out.
- Promptly notify us in writing of any signs of water leaks, water infiltration, or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation as necessary.

4. Avoiding Moisture Buildup. To avoid mold growth, it's important to prevent excess moisture buildup in your dwelling. Failing to promptly attend to leaks and moisture accumulations on dwelling surfaces can encourage mold growth, especially in places where they might get inside walls or ceilings. Prolonged moisture can come from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors, and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, sinks, washing machines, dehumidifiers, refrigerator or air-conditioner drip pans, or clogged air-conditioner condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting or caulking around showers, bathtubs, or sinks;
- washing-machine hose leaks, plant-watering overflows, pet urine, cooking spills, beverage spills, and steam from excessive open-pot cooking;
- leaks from clothes-dryer discharge vents (which can put a lot of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls, and bathroom floors.

5. Cleaning Mold. If small areas of mold have already accumulated on nonporous surfaces (such as ceramic tile, formica, vinyl flooring, metal, wood, or plastic), the Environmental Protection Agency recommends that you first clean the areas with soap (or detergent) and water and let the surface dry thoroughly. (Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.) When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide such as Lysol Disinfectant®, Original Pine-Sol® Cleaner, Tilex Mold & Mildew Remover® or Clorox® Clean-up® Cleaner + Bleach. (Note two things: First, only a few of the common household cleaners can actually kill mold. Second, Tilex and Clorox contain bleach, which can discolor or stain surfaces, so follow the instructions on the container.) Always clean and apply a biocide to an area five or six times larger than any mold you see—mold can be present but not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove nonvisible mold products from porous items such as fibers in sofas, chairs, drapes, and carpets—provided the fibers are completely dry. Machine washing or dry-cleaning will remove mold from clothes.

6. Warning for Porous Surfaces and Large Surfaces. Do not clean or apply biocides to visible mold on porous surfaces such as sheetrock walls or ceilings or to large areas of visible mold on nonporous surfaces. Instead, notify us in writing and we will take appropriate action to comply with Section 92.051 et seq. of the Texas Property Code, subject to the special exceptions for natural disasters.

7. Compliance. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions about this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

(Name of Resident)

Your are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

¹¹ Russ B Riddle ²⁷ Evan H Riddle

LEASE ADDENDUM FOR CONCESSION, CREDIT OR OTHER DISCOUNT

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. TBD in the Gateway at Denton Investors LLC Apartments in Denton, Texas **OR** the house, duplex, etc. located at (*street address*) _____ in _____, Texas.

2. Concession or discount. As an incentive and bonus to you for signing the TAA Lease Contract, choosing our property, and agreeing to fulfill your obligations for the entire term of the TAA Lease Contract, you will receive a concession, credit or discount described below. *[Check all that apply]*

One-time concession. You will receive a one-time concession in the total amount of \$ _____ . This concession will be credited to your charges for the month(s) of _____ .

Monthly discount. You will receive a monthly discount of \$ _____ for _____ months.

Special Provisions: _____

3. Payment or repayment for breach. If you move out or terminate your TAA Lease Contract early, in violation of the TAA Lease Contract, you forfeit the concession or credit received under this addendum.

If you fail to pay all of your obligations under the TAA Lease Contract, then you will be required to immediately repay us the amounts of all concessions and/or discounts that you actually received from us for the months you resided in your dwelling, in addition to all other sums due under the TAA Lease Contract for unauthorized surrender or abandonment by the resident (see TAA Lease Contract Par. 27).

Signatures of All Residents

Signature of Owner or Owner's Representative

LEASE ADDENDUM FOR ADDITIONAL SPECIAL PROVISIONS

1. **Addendum.** This is an addendum to the TAA Lease for Apt. No. TBD in the Gateway at Denton Investors LLC Apartments in Denton, Texas OR the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. **Purpose.** The following special provisions become part of the Lease:

Gateway at Denton does not prorate rent. We are on an equal installment basis only. The owner agrees to furnish internet access. The local electric utility measures utility usage in each apartment unit and bills Landlord directly. A \$7 monthly Utility Processing Fee is added to the Utility charge and a one-time \$15 set up and lease end fee will be applied to the first and last month's installment of the lease term. The resident agrees the Landlord may estimate any and all electricity charges upon Residents move out (amounts are final) .Utilities may be used only for normal household purposes not to be wasted. We will not be liable for any interruption, surge, or failure of utility services (including internet access) to the Leased Premises or any damage directly or indirectly caused. Water trash and sewer will be billed using the RUBS formula. Billing a percentage of the total cost to each residence based on square footage of the residence, the number of occupants, and the number of bathrooms or bedrooms per bldg. All utility charges for each apartment unit will be billed to the tenant on the 1st day of each month. If the utilities malfunction or are damaged by fire, water, or similar cause, you must notify the Leasing Office immediately. Landlord shall have the right to hire a third party provider to provide utility billing services to Resident at any time during the term of this Lease. Residents expressly agree that Landlord is not responsible for nor liable for errors caused by a third party provider of billing utility services. Service of notice fee is \$25 each. Move out fee of \$25 is automatically charged upon move out. We charge a \$50 after hours lockout fee.

Signature of All Residents

Signature of Owner or Owner's Representative

Texas Apartment Association

LEASE ADDENDUM REGARDING SMOKING

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. TBD in the Gateway at Denton Investors LLC Apartments in Denton, Texas OR the house, duplex, etc. located at (street address) _____ in _____, Texas.

2. Smoking, in any form, anywhere inside any of the dwelling units, or inside any buildings within the apartment community, is strictly prohibited. This is our no-smoking policy; and you agree that any violation of the no-smoking policy is a material and substantial violation of this addendum and a breach of the TAA Lease Contract.

The prohibition of smoking extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the community. The no-smoking policy and rules extend to, but are not limited to, the leasing offices, building interiors and hallways, building common areas, dwelling units, club house, exercise or spa facility, indoor tennis courts, all interior areas of the community, commercial shops, businesses, work areas, and all other spaces whether in the interior of the community or in the enclosed spaces on community grounds. Smoking is also prohibited by this addendum inside any dwelling or building, whether leased by you or another.

3. Smoking permitted in designated areas of the apartment community. Smoking is permitted only in specially designated areas, if any. The permissible smoking areas are marked by signs.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling unit:

- is permitted
- is not permitted.

Only the following outside areas may be used for smoking: None

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least 25 feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees immediately cease smoking in those areas if smoke is entering a dwelling or building or if it is interfering with the rights, comfort, health, safety or convenience of others in or near the apartment community or rental premises.

4. Your responsibility for damages and cleaning. You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning and odor removal due to smoking or smoke-related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. You agree that any costs or damages we incur related to repairs, replacement, cleaning and odor removal due to your smoking or due to your violation of the no-smoking provisions of the TAA Lease Contract are NOT normal wear and tear. You also agree that smoke-related damage, including but not limited to smoke odor that permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling unit or building, shall always be in excess of normal wear and tear in our community and at the rental premises.

5. Your responsibility for loss of rental income and economic damages regarding other residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke-related damages caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwelling units, results in disruption of other residents' enjoyment of the community, adversely affects other residents' or occupants' health, safety, or welfare, or causes a qualified applicant to refuse to rent the unit because of smoke related damages including smoke odors.

6. Definition of smoking. "Smoking" refers to, but is not limited to, any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

7. Lease Contract termination for violation of this addendum. We have the right to exercise all remedies available to us for any violation of this addendum, which in turn is a default under the Lease, which include terminating your right of occupancy and possession. Violation of this addendum is a material and substantial default of the TAA Lease Contract. In the event we terminate your right of occupancy, you shall remain liable for all rent and other sums due under the TAA Lease Contract subject to any duty to mitigate.

8. Extent of your liability for losses due to smoking. Your responsibility for damages, cleaning, deodorizing, loss of rental income, and other economic damages under this addendum are in addition to, and not instead of your responsibility for any other damages or loss under the TAA Lease Contract or any other addendum.

9. Your responsibility for conduct of occupants, family members and guests. You are responsible for communicating the no- smoking policy and provisions of this addendum to your occupants, family, guests, and invitees and understand that a failure on their part to comply is the same as non-compliance by you.

10. No warranty of a smoke-free environment. Although we prohibit smoking in all interior parts of the dwelling units and community, there is no warranty or guaranty that your dwelling unit, buildings or the community is smoke-free. Smoking in certain limited outside areas may be allowed as provided in this Addendum. Enforcement of our no-smoking policy is a joint responsibility that requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy to us before we are obligated to investigate and take action. You agree to cooperate with us if it becomes necessary to pursue action for any violations of the no-smoking policy.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your right of possession or your right to occupy the dwelling unit and premises. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum. Before signing you must advise us whether you or anyone who will be living in your dwelling is a smoker. If you give an incorrect or false answer, you agree that is a default under the Lease. Provide your answer by checking one of the following boxes:

- Neither you nor anyone who will be living in the dwelling unit is a smoker and it is agreed no one will ever smoke in the unit.
- Someone who will be living in the dwelling unit is a smoker but it is agreed no one will ever smoke in the unit.

Signatures of All Residents

Signature of Owner or Owner's Representative

Student Lease Guaranty Agreement

Do not sign this Guaranty Agreement unless you understand that you have the same liability as the resident for rent and other money owed.

LEASE INFORMATION

About the Lease:

Owner's name (or name of apartments): Gateway at Denton Investors LLC

Resident name: Evan Riddle

Street address: 1201 Cleveland St.

Unit No. TBD Bedroom No. _____ (If available)

OR Floorplan B1

City/State/Zip: Denton, TX 76201

Rent for the term: \$ 9660.00

Installment amount: \$ 805.00

Number of installments: 12

Beginning date of Lease: 08/18/2023

Ending date of Lease: 07/31/2024

GUARANTOR INFORMATION

Use for one guarantor only.

About the Guarantor:

Full name (exactly as on driver's license or gov't ID card):

Russ Barrett Riddle

Current address: 1005 Rivercrest Blvd

City/State/Zip: Allen, TX 75002

Phone: (_____) _____

Alternative number or cell phone: (_____) _____

Email address: russ_riddle@tx.rr.com

- 1. Scope of Liability.** Each guarantor must submit and execute a separate Guaranty Agreement. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. The term "you" in this Guaranty Agreement refers to the guarantor.
- 2. Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- 3. Location of Performance and Payments.** This Guaranty Agreement is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty Agreement must be made in accordance with the Lease.
- 4. Your Information.** You represent that all information submitted by you on this Guaranty Agreement is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
- 5. Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty Agreement.
- 6. Signature.** A fax or electronic signature on this Guaranty Agreement will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty Agreement.
- 7. Copy of Lease. We recommend that you obtain a copy of the Lease and read it.** This Guaranty Agreement applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- 8. Your Acknowledgments. You acknowledge that by signing this Guaranty Agreement you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, reletting charges, and all other sums which may become due under the Lease. You agree to the Class Action and Virus Waivers in paragraph 31 of the Lease and all other Lease provisions.**
- 9. Severability.** If any provision of this Guaranty Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty Agreement.

Signature of Guarantor (electronic signature documented if blank)

Date Guaranty Agreement is Executed

FOR OFFICE USE ONLY:

Signature of Guarantor was verified by owner's representative.

Verification was by phone **OR** in person **OR** virtual.

Date of verification: _____

Telephone numbers called: _____

Owner's representative who talked to Guarantor: _____

After signing, please return this Guaranty Agreement to Gateway

at Denton Investors LLC

at (street address or P.O. Box) 1201 Cleveland Street.

Denton Texas

Our telephone number is (940) 323-9010

You are entitled to a copy of this Guaranty Agreement when it is fully signed. Keep it in a safe place.

Redstone Texas Student Lease

Signature Details

	Signer	IP Address	Date Signed
1	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:53:46 PM
2	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:53:59 PM
3	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:55:19 PM
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5	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:55:32 PM
6	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:55:38 PM
7	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:55:46 PM
8	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:55:59 PM
9	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:56:13 PM
10	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:56:24 PM
11	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:56:36 PM
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13	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:56:58 PM
14	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:57:05 PM
15	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:57:16 PM
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17	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:42:03 PM
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24	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:47:35 PM
25	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:47:59 PM
26	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:48:19 PM
27	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:48:32 PM
28	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:48:48 PM
29	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:49:04 PM
30	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:49:19 PM
31	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:49:45 PM
32	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:50:13 PM

DESCRIPTION	AVERAGE ESTIMATED COST TO REPAIR/REPLACE/CLEAN
Cleaning Common Area	\$150 & up
Cleaning Bedroom	\$150
Carpet Cleaning Common Area	\$150
Carpet Cleaning Bedroom	\$150
Carpet Stain Removal	\$150 per stain/\$90 per red stains
Full Paint Common Area	\$500 & up
Full Paint Bedroom	\$400 & up
Touch Up Paint Common Area	\$150 min charge
Touch Up Paint Bedroom	\$150 min charge
Oven Drip Pans	\$30 each
Smoke Detectors	\$65
Fire Extinguishers	\$250
Broken Windows	\$550 & up
Holes in Wall	\$150 & up
Sheetrock damage	\$150 & up
Trash out (removal of trash left in the apartment)	\$250 per bag
Replace Doors	\$350 per interior/\$550 per exterior
Replace Floor Tiles	\$150 & up
Carpet Replacement	\$650 & up per room
Key Replacement for Non-returned Keys	\$75
Gate Remote	\$75
Mailbox Key	\$50
Mini-blinds replacement	\$30 & up each
Window screens	\$35 each
Replace Microwave	\$275 per countertop/\$350 per over the range
Replace Refrigerator	\$950 & up

Replace Washing Machine	\$650 & up
Replace Dryer	\$650 & up
Ceiling Fan	\$150
Fan Blades	\$45 each
Globes	\$65
Towel Bar	\$50 each
Shower Curtain Rod	\$80
Shower head	\$80
Mirrors	\$150 each
Light Fixtures	\$110 each
Flea Treatment	\$150
Replace Cabinet Doors	\$250 each

Disclaimer: These are estimated costs for items found in, around, or outside your apartment. These costs can change at any time, are driven by the market, and in no way reflect an inventory in your apartment. These costs are to be used as an example only.

Estimated Cost List 22-23

Signature Details

	Signer	IP Address	Date Signed
1	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 02:01:27 PM
2	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 02:01:40 PM
3	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:53:28 PM
4	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:53:48 PM

Gateway at Denton Rental Agreement Declarations Page

This Student Apartment Lease including the State Addendum and all other applicable addenda executed by the Resident and Owner (hereinafter referred to collectively as the "Lease") is made and entered into on 03/31/2023 by Evan H Riddle and Russ B Riddle (Guarantor) ("Resident", "Tenant", "you", or "your", whether one or more) and between Gateway at Denton Investors LLC (the "Owner", "Landlord", "us", "we" or "our"). For and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed as follows:

First Name: Evan
Cell Number: (972) 890-1570
Date of Birth: 03/28/2001

Last Name: Riddle
Tenant Email: russ.riddle@utdallas.edu

Property Email: gatewaydenton@redstoneresidential.com
Property Phone Number: (940) 323-9010

1. LEASE SUMMARY.

- a. Floorplan: B1
b. Term: The term of this Lease shall be for a period beginning on 08/18/2023 ("Commencement Date") at noon and ending 07/31/2024 at 10 a.m. (the "Term").
c. Total Rent: Total Housing Contract Rent for the above-referenced Term is \$10,067.40 ("Rent") (plus incidental additional charges as identified in the Lease, applicable sales taxes, and RentPlus charges).
d. Monthly Rental Installments: Your Housing Contract is payable in 12 equal installments of \$838.95 (plus any incidental charges and applicable sales taxes). Your regular installments (the "Rent Installment") include Base Rent.

e. Breakdown of Charges:

Table with 2 columns: Charge Name, Amount. Rows: Rent (\$805.00), MyCreditLift (\$8.95), Valet Trash (\$12.00), Renter's Liability Insurance (\$13.00)

f. Initial Payment: Resident owes the following payments:

Table with 2 columns: Payment Name, Amount. Rows: Security Deposit (\$100.00), Administrative Fee (\$0.00), Application Fee (\$30.00), One-time Communication Fee (\$10.00), Annual parking permit fee (25.00)

Security Deposit, Application Fee, and Administrative Fee are due upon signing.

Utilities Package

All Resident paid Utilities will be charged to the resident ledger and payable with rent installment (See Addendum).

Parking

Parking is not included with this agreement. If parking passes are available, then it will be with a separate agreement. I understand that by signing this agreement I am not guaranteed a parking pass.

RentPlus

This Community [checked] Does; [] Does Not allow residents to opt in or out of RentPlus.

RentPlus charges will be charged to the resident ledger and payable with rent installment. RentPlus is charged by a 3rd party and is based on resident's enrollment and is not included in the total monthly rent amount. RentPlus is optional and Resident can opt out of the service at any time. See RentPlus Addendum for more information.

Renters Liability Insurance

This Community [checked] Does; [] Does Not require renters liability insurance

If Property requires Renters Liability Insurance, it will be required for all residents to maintain renters liability insurance. Resident will be auto enrolled in the Properties Renters Liability Insurance provider. Resident can opt out of properties Renters Liability insurance by providing proof of their own renter's liability insurance. See Redstone POPIC Addendum for more information.

1 Russ B Riddle 2 Evan H Riddle

Gateway Denton Declarations Page 22-23

Signature Details

	Signer	IP Address	Date Signed
1	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 02:01:07 PM
2	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:52:53 PM

COMMUNITY LIFESTYLE SERVICES

Resident Name: Evan Riddle
Apartment Number: TBD

Valet trash service will be provided for each resident **5 nights per week (Sunday-Thursday)**. **Trash should be placed outside the front door no later than 8:00 pm, and no earlier than 6 pm**. The cost for trash collection is included in the twelve dollar \$12.00 monthly community lifestyle fee.

One trash container will be provided to each unit and must be used in conjunction with the valet service (recycling bin available upon request). All trash must be in bags and securely tied. Bags must be placed inside the container. No trash will be collected without the use of the container. No loose trash in containers will be collected.

Recycling must be placed in a clear plastic blue bag. Recycle NOW will provide and replenish recycling bags free of charge, for residents that put out recycling, to the leasing office for the residents. Bulk items over fifty (50) pounds, cardboard boxes that are not broken down, and loose items that are not bagged are not eligible for pickup.

After collection, residents are required to bring containers inside by 10am the following day. Containers are the property of Gateway at Denton. It is the responsibility of each resident to keep his or her container clean. There will be a \$50 charge to the resident if an additional or replacement container is needed or if you take the container with you when you move out. Any trash found outside the container will incur a \$25 per bag, per person violation fee.

If any resident misses service on any of the designated mornings, it is their responsibility to bring trash to the designated dumpster area or keep the trash inside his or her apartment until the next collection morning. **Containers/trash may NOT be left out for any reason during non-designated times.** If not complied with, residents will receive a violation.

We hope everyone will follow the rules to enjoy this amenity. By not following the rules for our community, you are in violation of your lease agreement and this will be handled accordingly.

Gateway at Denton will not be responsible for providing collection service on the following days: New Year's Eve and Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas Eve and Day as they are days off for employees.

We ask that everyone do his or her part in keeping our property clean and beautiful.

By signing this addendum you are stating that you are fully aware of the rules for the valet trash service and the penalties that may be incurred.

¹ Russ B Riddle ² Evan H Riddle

Denton Community Lifestyle Services

Signature Details

	Signer	IP Address	Date Signed
1	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 02:00:33 PM
2	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:52:17 PM

REQUIRED INSURANCE ADDENDUM TO LEASE AGREEMENT

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease Agreement, Lessee ("Resident") is required to maintain and provide the following minimum required insurance coverage:

- \$100,000 Limit of Liability for Resident's legal liability for damage to the landlord's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, water damage, and falling objects.
- Resident is required to furnish Lessor ("Landlord") with evidence of Minimum Required Insurance prior to occupancy of leased premises, for the duration of the Lease and at the time of each Lease renewal. If at any time Resident does not have Minimum Required Insurance, Resident is in breach of the Lease Agreement and Landlord shall have, in addition to any other rights under the Lease Agreement, the right but not the obligation to purchase Minimum Required Insurance coverage and seek reimbursement from the Resident for all costs and expenses associated with such purchase.
- Resident may obtain Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice. If Resident furnishes evidence of such insurance and maintains the insurance for the duration of the Lease Agreement, then nothing more is required.
- If Resident does not maintain Minimum Required Insurance, the insurance requirement of this Lease Agreement may be satisfied by Landlord, who may schedule the Resident's unit in the Master Resident Liability Program ("MRLP"). The MRLP will satisfy the Minimum Required Insurance coverage listed above. An amount equal to the total cost of the MRLP and administrative fees shall be charged as additional rent to Resident by the Landlord. Some important points of this program, which Resident should understand are:
 1. MRLP is not personal liability insurance or renter's insurance. Landlord makes no representation that MRLP covers the Resident's personal property (contents), additional living expense or liability arising out of bodily injury to any third party. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice.
 2. The MRLP may be more expensive than the cost of Minimum Required Insurance obtainable by Resident elsewhere. At any time, Resident may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Minimum Required Insurance under the Lease Agreement.
 3. The total cost to the Resident for the Landlord enrollment in the MRLP is Thirteen Dollars and No Cents (\$13.00) per month.
- If Resident obtains Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice, Resident agrees to:
 1. Name the Property Name as an additional interest; and
 2. Name POPIC-Redstone as an additional interest:
 - 665 West 17th Street, Costa Mesa, CA 92627
 - redstone@popicllc.com
 3. Submit a copy of the policy/declarations page to Redstone.ConfirmInsurance.com
- Enrollment in the MRLP is not mandatory, and Resident may purchase Minimum Required Insurance or broader coverage from an insurance agent or insurance company of Resident's choice, after which time enrollment in the MRLP will be terminated by the Landlord.

Resident agrees to pay Landlord this amount as additional rent and all other obligations in the Lease Agreement. Resident understands that any liability insurance Landlord purchases for itself under this section will not cover you for your loss or damage to your personal property—only a renter's insurance policy does this.

¹ Russ B Riddle

² Evan H Riddle

Redstone POPIC Addendum

Signature Details

	Signer	IP Address	Date Signed
1	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:59:46 PM
2	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:51:32 PM

Credit Program Lease Addendum

Lessee ("Resident" or "you") acknowledge that by executing your lease you have enrolled in the credit reporting program (the "Credit Program") of the Lessor ("Landlord" our "we") for a fee of \$8.95. Through the Credit Program, the Landlord has arranged for information about the timeliness and completeness of Resident's payments under this lease agreement ("Lease") to be reported by MyCreditLift, LLC to one or more of the Credit Reporting Agencies.

Your enrollment in the Credit Program is subject to standard terms and conditions imposed by the credit reporting agencies which are available via e mail request to info@mycreditlift.com. In the event you believe that inaccurate information related to the timeliness or completeness of your payments has been reported, or you wish to dispute the completeness or accuracy of such information, you may notify MyCreditLift at either disputes@mycreditlift.com or through the post at MyCreditLift, PO BOX 1159, Newport Beach, CA, 92659. You may opt out of the Credit Program for any reason or no reason within 30 days of lease start or renewal date by going to <https://www.mycreditlift.com/mgmt?code=UckKOj> and following the instructions.

MyCreditLift Addendum

Signature Details

	Signer	IP Address	Date Signed
1	Russ B Riddle Guarantor (14609871)	129.110.242.244	03/31/2023 01:59:08 PM
2	Evan H Riddle Primary (14609733)	70.119.113.218	03/31/2023 03:51:03 PM