

## General Lease Provisions

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

and us, the owner: AC Denton, LLC

(name of apartment community or title holder).

2. **Apartment.** You are renting  Apartment No. TBD,  
Bedroom No. \_\_\_\_\_, or  Floor Plan  
4x4

at 201 Inman St  
(street address) in Denton  
(city), Texas 76205 (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: Front door key, bedroom key, mailbox key, FOB

3. **Term.** The term of this Lease begins on the 17th day of August (month), 2024 (year), and ends at noon on the 31st day of July (month), 2025 (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 \$ 8748.00. Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in 12 installments of \$ 729.00 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 \_\_\_\_\_

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 \_\_\_\_\_ days until rent and late fees are paid in full, you must pay a daily late fee of \$ 2.00 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 \$ 0.00, 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 \$ 350.00 (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 \$ 200.00 in advance if you are moving from one unit to another or \$ 200.00 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 kenneled 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.

All residents must pay a \$150 annual  
community fee at move-in and renewal  
start. See Additional Special  
Provisions Addendum for additional  
terms.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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  
201 Inman Street  
Denton, TX 76205  
(940) 394-0269  
After-hours phone number (940) 394-0269  
(Always call 911 for police, fire, or medical emergencies.)

## Federally Required Lead Hazard Information and Disclosure Addendum

**IMPORTANT NOTICE TO RESIDENTS:** The following information is taken from a brochure entitled "Protect Your Family from Lead in Your Home" prepared by the U.S. Environmental Protection Agency, the U.S. Consumer Product Safety Commission and the U.S. Department of Housing and Urban Development. **While the information must be distributed to residents before they become obligated under the lease for most types of housing built before 1978, it does not mean that the dwelling contains lead-based paint (LBP).** The brochure was written in general terms and applies to both home purchasers and renters. The information outlines action that can be taken to test for, remove or abate LBP in a dwelling. The TAA Lease Contract ("Lease") specifically prohibits a resident from performing this type of work—only the dwelling owner may do so under the Lease. If you have any questions about the presence of LBP in your dwelling, please contact the owner or management company before taking any action to test, abate or remove LBP. **NOTE:** Page references in the content of this form are to pages in the EPA brochure.



March 2021

# Protect Your Family From Lead in Your Home



### Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

**Read this entire brochure to learn:**

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

**Before renting or buying a pre-1978 home or apartment, federal law requires:**

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

**If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:**

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



### Simple Steps to Protect Your Family from Lead Hazards

**If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

### Lead Gets into the Body in Many Ways

**Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

**Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



**Women of childbearing age should know that lead is dangerous to a developing fetus.**

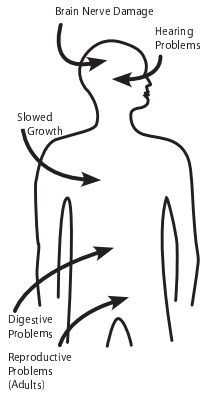
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

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## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

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## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm<sup>2</sup>), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft<sup>2</sup>) and higher for floors, including carpeted floors
- 100 µg/ft<sup>2</sup> and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## What You Can Do Now to Protect Your Family

**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
  - You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
  - To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.
- Always use a certified contractor who is trained to address lead hazards safely.**
- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
  - To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.



Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 100  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm

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**For More Information**

**The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/safewater](http://epa.gov/safewater) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

**EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

**Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

**State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/safewater](http://epa.gov/safewater), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

**Consumer Product Safety Commission (CPSC)**

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

**CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

**U. S. Department of Housing and Urban Development (HUD)**

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

**HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/lead](http://hud.gov/lead)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410 EPA-74766-12-001  
March 2011

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**IMPORTANT!**

**Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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- Texas Department of State Health Services—512/458-7111
- HUD Healthy Homes and Lead Hazard Control—202/755-1785
- EPA Region 6 Office (includes Texas)—214/665-2704
- CPSC—800/638-2772
- National Lead Information Center—800/424-5323

**FEDERALLY REQUIRED LESSOR DISCLOSURE, AGENT STATEMENT AND LESSEE ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS**

**LEAD WARNING STATEMENT** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (owners) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (residents) must also receive a federally approved pamphlet on lead poisoning prevention. (This addendum is a "pamphlet" within the meaning of federal regulations. The term "in the housing" below means either inside or outside the housing unit.)

**LEAD-FREE HOUSING** If the housing unit has been certified as "lead free" according to 24 CFR Section 35.82, the lead-based paint and lead-based paint hazard regulations do not apply, and it is not necessary to provide this addendum, or a lead-based paint warning pamphlet and lead-based paint disclosure statement, to the lessee (resident).

**LESSOR'S DISCLOSURE**

**Presence of lead-based paint and/or lead-based paint hazards (check only one box)**

- Lessor (owner) has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) knows that lead-based paint and/or lead-based paint hazards are present in the housing (*explain*).

\_\_\_\_\_

\_\_\_\_\_

**Records and reports available to lessor (check only one box)**

- Lessor (owner) has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor (owner) has reports or records indicating the presence of some lead-based paint and/or lead-based paint hazards in the housing, and has provided the lessees (residents) with all such records and reports that are available to lessor (*list documents*).

\_\_\_\_\_

\_\_\_\_\_

**Agent's Statement.** If another person or entity is involved in leasing the dwelling as an agent of the lessor (i.e., as a management company, real estate agent or locator service acting for the owner), such agent represents that: (1) agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d); and (2) agent is aware of agent's responsibility to ensure that lessor complies with such disclosure laws. Such compliance may be through lessor himself or herself, or through lessor's employees, officers or agents. Lessor's obligations include those in 24 CFR Sections 35.88 and 35.92 and 40 CFR Sections 745.107 and 745.113. Agent's obligations include those in 24 CFR Section 35.94 and 40 CFR Section 745.115.

**Accuracy Certifications and Resident's Acknowledgment.** Lessor and any agent named below certify that to the best of their knowledge the above information and statements made or provided by them, respectively, are true and accurate. The person who signs for the LESSOR may be: (1) the owner himself or herself; (2) an employee, officer or partner of the owner; or (3) a representative of the owner's management company, real estate agent or locator service if such person is authorized to sign for the lessor. The person who signs for the AGENT may be: (1) the agent himself or herself; or (2) an employee, officer or partner of the agent if such person is authorized to sign for the agent. The lessees (residents) signing below acknowledge that they have received a copy of this TAA lease addendum before becoming obligated under the lease and have been informed that it contains the disclosure form and pamphlet information required by federal law regarding lead poisoning prevention.

**AC Denton, LLC, 201 Inman St #TBD**

Apartment name & unit number OR street address of dwelling

**Denton, TX 76205**

City/State/ZIP

\_\_\_\_\_  
Lessee (Resident) Date signed

\_\_\_\_\_  
Lessee (Resident) Date signed

\_\_\_\_\_  
Lessee (Resident) Date signed

**AC Denton, LLC**

Printed name of LESSOR (owner) of the dwelling

\_\_\_\_\_  
Signature of person signing on behalf of a above LESSOR Date signed

\_\_\_\_\_  
Lessee (Resident) Date signed

\_\_\_\_\_  
Lessee (Resident) Date signed

\_\_\_\_\_  
Lessee (Resident) Date signed

**Forum Denton**

Printed name of any AGENT of lessor, i.e., management company, real estate agent or locator service involved in leasing the dwelling

\_\_\_\_\_  
Signature of person signing on behalf of a above AGENT, if any Date signed

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



**FLOOD DISCLOSURE NOTICE**

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In accordance with Texas law, we are providing the following flood disclosure:

- We  are or  are not aware that the unit you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the unit is in a 100-year floodplain. Even if the unit is not in a 100-year floodplain, the unit may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a unit is located in a flood hazard area. Most renter's insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.
- We  are or  are not aware that the unit you are renting has flooded (per the statutory definition below) at least once within the last five years.

*As defined in Texas Property Code 92.0135(a)(2), "flooding" means "a general or temporary condition of a partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall."*

Signatures of All Residents

Signature of Owner or Owner's Representative

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Date



# 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 AC Denton, 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

\_\_\_\_\_  
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

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



# 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 bug 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.



**ELECTRICAL SUBMETERING ADDENDUM**

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

**2. Electrical Submetering.** Your dwelling unit is submetered for electricity. You'll receive electricity bills monthly, based on how many kilowatt-hours (KWHs) you use as recorded on the submeter for the dwelling unit described above.

**3. Coverage and Cost.** Your monthly bill for electricity for your dwelling unit will cover only electricity consumed within your dwelling unit. The submeter bill will not include any electricity for common areas or common facilities. Your per-KWH cost will be what the electric utility company charges us for an average KWH, that is, our total bill divided by the apartment community's total KWH consumption. There will be no extra charge of any kind for electrical consumption through your submeter. Billing calculations are governed by Rule 25.142 of the Public Utility Commission of Texas.

**4. Your Payment Due Date.** You must pay your monthly electric submeter bill within 16 days after the date when we issue it. If you don't pay it within 16 days, you'll be liable for a late payment charge of 5 percent of the bill. You must pay your bill directly to [check one]  us at the same place where you pay your rent or  the address specified in your submeter bill. If your electric service is disconnected for nonpayment, we can charge you up to \$10 for a reconnection fee. The Public Utility Commission regulates electric submetering rules. A summary of the rules is set forth on the reverse side of this page.

**5. Late Payment.** If you are late in paying the electric bill, we may cut off your electricity pursuant to statutory procedures. We may also exercise all other lawful remedies, including eviction. If your electric service must be re-established after it is disconnected for nonpayment, we will also charge you a \$ 0.00 reconnection fee (not to exceed \$10, based on our average cost to reconnect service.)

\_\_\_\_\_  
Signatures of All Residents  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

**A CHECKLIST OF ELECTRICITY CONSERVATION IDEAS FOR YOUR DWELLING**

- 1. Keep doors and windows closed when running your air conditioning unit for cooling or heating.
- 2. When you're inside your dwelling, set all thermostats at 78 degrees in the summer and use fans to make it feel cooler.
- 3. When you'll be gone more than four hours, change the thermostat to 80 degrees when cooling and 55 degrees when heating.
- 4. In the winter, keep the temperature at 68 during the day and lower the thermostat temperature to 55 degrees at night.
- 5. Adjust window blinds or drapes to keep out direct sunlight in the summer and let in direct sunlight in the winter.
- 6. Use a microwave instead of using an oven, whenever possible.
- 7. Take showers rather than tub baths to conserve hot water heated by electricity.
- 8. Make sure your air conditioner is clean. Changing dust filters on your air conditioning unit is important. Filters are essential to keep airborne dust from gathering on the cooling coils and preventing the air conditioning compressor from using more electricity. Also, when a filter is dirty it loses its dust-gathering capacity, and it will then use more electricity in circulating air because of the accumulation of dust in the filter.
- 9. Turn off lights, TVs, computers and other electrical equipment when leaving a room.
- 10. Close vents and doors to unused rooms.
- 11. Use energy settings on dishwashers, washing machines and clothes dryers. Run when fully loaded. Use at night.
- 12. Consider using compact fluorescent light bulbs rather than standard incandescent bulbs.

## SUMMARY OF TEXAS PUBLIC UTILITY COMMISSION SUBMETERING RULES FOR ELECTRICITY

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

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



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  
**AC Denton, 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)*

\_\_\_\_\_  
(Name of Resident)  
\_\_\_\_\_  
(Name of Resident)  
\_\_\_\_\_  
(Name of Resident)  
\_\_\_\_\_  
(Name of Resident)  
\_\_\_\_\_  
(Name of Resident)  
\_\_\_\_\_  
(Name of Resident)

**Owner or Owner’s Representative** *(sign below)*

\_\_\_\_\_

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



## Security Guidelines for Residents Addendum

**1. Addendum.** This is an addendum to the Lease Contract ("Lease") executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:

Apt. #           TBD           at AC Denton, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(name of apartments)

or other dwelling located at \_\_\_\_\_

\_\_\_\_\_

(street address of house, duplex, etc.)

City/State where dwelling is located \_\_\_\_\_

\_\_\_\_\_.

**2. Security Guidelines. We disclaim any express or implied warranties of security.** We care about your safety and that of other occupants and guests. **No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you perform as a matter of common sense and habit.**

Inform all other occupants in your dwelling, including any children you may have, about these guidelines. We recommend that all residents and occupants use common sense and follow crime prevention tips, such as those listed below:

- In case of emergency, call 911. Always report emergencies to authorities first and then contact the management.
- Report any suspicious activity to the police first, and then follow up with a written notice to us.
- Know your neighbors. Watching out for each other is one of the best defenses against crime.

- Always be aware of your surroundings and avoid areas that are not well-traveled or well-lit.
- Keep your keys handy at all times when walking to your car or home.
- Do not go inside if you arrive home and find your door open. Call the police from another location and ask them to meet you before entering.
- Make sure door locks, window latches and sliding glass doors are properly secured at all times.
- Use the keyless deadbolt on your unit when you are at home.
- Don't put your name or address on your key ring or hide extra keys in obvious places, like under a flower pot. If you lose a key or have concerns about key safety, we will rekey your locks at your expense, in accordance with paragraph 11 of the Lease.
- Check the door viewer before answering the door. Don't open the door if you don't know the person or have any doubts. Children who are old enough to take care of themselves should never let anyone inside when home without an adult.
- Regularly check your security devices, smoke alarms and other detection devices to make sure they are working properly. Alarm and detection device batteries should be tested monthly and replaced at least twice a year.
- Immediately report in writing (dated and signed) to us any needed repairs of security devices, doors, windows, smoke alarms and other detection devices, as well as any other malfunctioning safety devices on the property, such as broken access gates, burned out exterior lights, etc.

**Resident or Residents** (all sign below)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

\_\_\_\_\_  
(Name of Resident)

**Owner or Owner's Representative** (sign below)

\_\_\_\_\_

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





**Water allocation and submetering is regulated by the Texas Public Utility Commission (PUC). In accordance with PUC rules, a copy of the applicable rules is provided to you below:**

**SUBCHAPTER I: WATER UTILITY SUBMETERING AND ALLOCATION**

**§ 24.275. General Rules and Definitions**

(a) Purpose and scope. The provisions of this subchapter are intended to establish a comprehensive regulatory system to assure that the practices involving submetered and allocated billing of dwelling units and multiple use facilities for water and sewer utility service are just and reasonable and include appropriate safeguards for tenants.

(b) Application. The provisions of this subchapter apply to apartment houses, condominiums, multiple use facilities, and manufactured home rental communities billing for water and wastewater utility service on a submetered or allocated basis. The provisions of this subchapter do not limit the authority of an owner, operator, or manager of an apartment house, manufactured home rental community, or multiple use facility to charge, bill for, or collect rent, an assessment, an administrative fee, a fee relating to upkeep or management of chilled water, boiler, heating, ventilation, air conditioning, or other building system, or any other amount that is unrelated to water and sewer utility service costs.

(c) Definitions. The following words and terms, when used in this subchapter, have the defined meanings, unless the context clearly indicates otherwise.

(1) Allocated utility service--Water or wastewater utility service that is master metered to an owner by a retail public utility and allocated to tenants by the owner.

(2) Apartment house--A building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rent paid at intervals of one month or more.

(3) Condominium manager--A condominium unit owners' association organized under Texas Property Code §82.101, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code. Condominium Manager and Manager of a Condominium have the same meaning.

(4) Customer service charge--A customer service charge is a rate that is not dependent on the amount of water used through the master meter.

(5) Dwelling unit--One or more rooms in an apartment house or condominium, suitable for occupancy as a residence, and containing kitchen and bathroom facilities; a unit in a multiple use facility; or a manufactured home in a manufactured home rental community.

(6) Dwelling unit base charge--A flat rate or fee charged by a retail public utility for each dwelling unit recorded by the retail public utility.

(7) Manufactured home rental community--A property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer.

(8) Master meter--A meter used to measure, for billing purposes, all water usage of an apartment house, condominium, multiple use facility, or manufactured home rental community, including common areas, common facilities, and dwelling units.

(9) Multiple use facility--A commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.

(10) Occupant--A tenant or other person authorized under a written agreement to occupy a dwelling.

(11) Overcharge--The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit after a violation occurred relating to the assessment of a portion of utility costs in excess of the amount the tenant would have been charged under this subchapter. Overcharge and Overbilling have the same meaning.

(12) Owner--The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility. The term does not include the manager of an apartment home unless the manager is expressly identified as the landlord in the lease agreement.

(13) Point-of-use submeter--A device located in a plumbing system to measure the amount of water used at a specific point of use, fixture, or appliance, including a sink, toilet, bathtub, or clothes washer.

(14) Submetered utility service--Water utility service that is master metered for the owner by the retail public utility and individually metered by the owner at each dwelling unit; wastewater utility service based on

submetered water utility service; water utility service measured by point-of-use submeters when all of the water used in a dwelling unit is measured and totaled; or wastewater utility service based on total water use as measured by point-of-use submeters.

(15) Tenant--A person who owns or is entitled to occupy a dwelling unit or multiple use facility unit to the exclusion of others and, if rent is paid, who is obligated to pay for the occupancy under a written or oral rental agreement.

(16) Undercharge--The amount, if any, a tenant is charged for submetered or nonsubmetered master metered utility service to the tenant's dwelling unit less than the amount the tenant would have been charged under this subchapter. Undercharge and Underbilling have the same meaning.

(17) Utility costs--Any amount charged to the owner by a retail public utility for water or wastewater service. Utility Costs and Utility Service Costs have the same meaning.

(18) Utility service--For purposes of this subchapter, utility service includes only drinking water and wastewater.

**§ 24.277. Owner Registration and Records**

(a) Registration. An owner who intends to bill tenants for submetered or allocated utility service or who changes the method used to bill tenants for utility service shall register with the commission in a form prescribed by the commission.

(b) Water quantity measurement. Except as provided by subsections (c) and (d) of this section, a manager of a condominium or the owner of an apartment house, manufactured home rental community, or multiple use facility, on which construction began after January 1, 2003, shall provide for the measurement of the quantity of water, if any, consumed by the occupants of each unit through the installation of:

(1) submeters, owned by the property owner or manager, for each dwelling unit or rental unit; or

(2) individual meters, owned by the retail public utility, for each dwelling unit or rental unit.

(c) Plumbing system requirement. An owner of an apartment house on which construction began after January 1, 2003, and that provides government assisted or subsidized rental housing to low or very low income residents shall install a plumbing system in the apartment house that is compatible with the installation of submeters for the measurement of the quantity of water, if any, consumed by the occupants of each unit.

(d) Installation of individual meters. On the request by the property owner or manager, a retail public utility shall install individual meters owned by the utility in an apartment house, manufactured home rental community, multiple use facility, or condominium on which construction began after January 1, 2003, unless the retail public utility determines that installation of meters is not feasible. If the retail public utility determines that installation of meters is not feasible, the property owner or manager shall install a plumbing system that is compatible with the installation of submeters or individual meters. A retail public utility may charge reasonable costs to install individual meters.

(e) Records. The owner shall make the following records available for inspection by the tenant or the commission or commission staff at the on-site manager's office during normal business hours in accordance with subsection (g) of this section. The owner may require that the request by the tenant be in writing and include:

(1) a current and complete copy of TWC, Chapter 13, Subchapter M;

(2) a current and complete copy of this subchapter;

(3) a current copy of the retail public utility's rate structure applicable to the owner's bill;

(4) information or tips on how tenants can reduce water usage;

(5) the bills from the retail public utility to the owner;

(6) for allocated billing:

(A) the formula, occupancy factors, if any, and percentages used to calculate tenant bills;

(B) the total number of occupants or equivalent occupants if an equivalency factor is used under §24.281(e)(2) of this title (relating to Charges and Calculations); and

(C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;

(7) for submetered billing:

- (A) the calculation of the average cost per gallon, liter, or cubic foot;
  - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
  - (C) all submeter readings; and
  - (D) all submeter test results;
- (8) the total amount billed to all tenants each month;
- (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
- (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.

(f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.

(g) Availability of records.

- (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
- (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
- (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant within 30 days of the owner receiving a written request from the tenant.
- (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

#### § 24.279. Rental Agreement

(a) Rental agreement content. The rental agreement between the owner and tenant shall clearly state in writing:

- (1) the tenant will be billed by the owner for submetered or allocated utility services, whichever is applicable;
- (2) which utility services will be included in the bill issued by the owner;
- (3) any disputes relating to the computation of the tenant's bill or the accuracy of any submetering device will be between the tenant and the owner;
- (4) the average monthly bill for all dwelling units in the previous calendar year and the highest and lowest month's bills for that period;
- (5) if not submetered, a clear description of the formula used to allocate utility services;
- (6) information regarding billing such as meter reading dates, billing dates, and due dates;
- (7) the period of time by which owner will repair leaks in the tenant's unit and in common areas, if common areas are not submetered;
- (8) the tenant has the right to receive information from the owner to verify the utility bill; and
- (9) for manufactured home rental communities and apartment houses, the service charge percentage permitted under §24.281(d)(3) of this title (relating to Charges and Calculations) that will be billed to tenants.

(b) Requirement to provide rules. At the time a rental agreement is discussed, the owner shall provide a copy of this subchapter or a copy of the rules to the tenant to inform the tenant of his rights and the owner's responsibilities under this subchapter.

(c) Tenant agreement to billing method changes. An owner shall not change the method by which a tenant is billed unless the tenant has agreed to the change by signing a lease or other written agreement. The owner shall provide notice of the proposed change at least 35 days prior to implementing the new method.

(d) Change from submetered to allocated billing. An owner shall not change from submetered billing to allocated billing, except after receiving written approval from the commission after a demonstration of good cause and if the rental agreement requirements under subsections (a), (b), and (c) of this section have been met. Good cause may include:

- (1) equipment failures; or
- (2) meter reading or billing problems that could not feasibly be corrected.

(e) Waiver of tenant rights prohibited. A rental agreement provision that purports to waive a tenant's rights or an owner's responsibilities under this subchapter is void.

#### § 24.281. Charges and Calculations

(a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.

(b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.

(c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.

(d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:

(1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;

(3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when;

(A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or

(B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, §1437f); and

(4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.

(e) Calculations for allocated utility service.

(1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:

(A) dwelling unit base charges or customer service charge, if applicable; and

(B) common area usage such as installed landscape irrigation systems, pools, and laundry rooms, if any, as follows:

(i) if all common areas are separately metered or submetered, deduct the actual common area usage;

(ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;

(iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or

(iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or

submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.

(2) To calculate a tenant's bill:

(A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or

(ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:

(I) dwelling unit with one occupant = 1;

(II) dwelling unit with two occupants = 1.6;

(III) dwelling unit with three occupants = 2.2; or

(IV) dwelling unit with more than three occupants =  $2.2 + 0.4$  per each additional occupant over three; or

(iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:

(I) dwelling unit with an efficiency = 1;

(II) dwelling unit with one bedroom = 1.6;

(III) dwelling unit with two bedrooms = 2.8;

(IV) dwelling unit with three bedrooms =  $4 + 1.2$  for each additional bedroom; or

(iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or

(v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;

(B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;

(C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the area of the individual rental space divided by the total area of all rental spaces; and

(D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:

(i) any of the factors developed under subparagraph (A) of this paragraph; or

(ii) the square footage of the rental space divided by the total square footage of all rental spaces.

(3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. The owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.

(f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.279(c) of this title (relating to Rental Agreement) and either:

(1) adopt one of the methods in subsection (e) of this section; or

(2) install submeters and begin billing on a submetered basis; or

(3) discontinue billing for utility services.

#### § 24.283. Billing

(a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.281 of this title (relating to Charges and Calculations). If it is permitted in the rental agreement, an occupant or occupants who are not residing in the rental unit for a period longer than 30 days may be excluded from the occupancy calculation and from paying a water and sewer bill for that period.

(b) Rendering bill.

(1) Allocated bills shall be rendered as promptly as possible after the owner receives the retail public utility bill.

(2) Submeter bills shall be rendered as promptly as possible after the owner receives the retail public utility bill or according to the time schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(c) Submeter reading schedule. Submeters or point-of-use submeters shall be read within three days of the scheduled reading date of the retail public utility's master meter or according to the schedule in the rental agreement if the owner is billing using the retail public utility's rate.

(d) Billing period.

(1) Allocated bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period.

(2) Submeter bills shall be rendered for the same billing period as that of the retail public utility, generally monthly, unless service is provided for less than that period. If the owner uses the retail public utility's actual rate, the billing period may be an alternate billing period specified in the rental agreement.

(e) Multi-item bill. If issued on a multi-item bill, charges for submetered or allocated utility service must be separate and distinct from any other charges on the bill.

(f) Information on bill. The bill must clearly state that the utility service is submetered or allocated, as applicable, and must include all of the following:

(1) total amount due for submetered or allocated water;

(2) total amount due for submetered or allocated wastewater;

(3) total amount due for dwelling unit base charge(s) or customer service charge(s) or both, if applicable;

(4) total amount due for water or wastewater usage, if applicable;

(5) the name of the retail public utility and a statement that the bill is not from the retail public utility;

(6) name and address of the tenant to whom the bill is applicable;

(7) name of the firm rendering the bill and the name or title, address, and telephone number of the firm or person to be contacted in case of a billing dispute; and

(8) name, address, and telephone number of the party to whom payment is to be made.

(g) Information on submetered service. In addition to the information required in subsection (f) of this section, a bill for submetered service must include all of the following:

(1) the total number of gallons, liters, or cubic feet submetered or measured by point-of-use submeters;

(2) the cost per gallon, liter, or cubic foot for each service provided; and

(3) total amount due for a service charge charged by an owner of a manufactured home rental community, if applicable.

(h) Due date. The due date on the bill may not be less than 16 days after it is mailed or hand delivered to the tenant, unless the due date falls on a federal holiday or weekend, in which case the following work day will be the due date. The owner shall record the date the bill is mailed or hand delivered. A payment is delinquent if not received by the due date.

(i) Estimated bill. An estimated bill may be rendered if a master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order; and in such case, the bill must be distinctly marked as an estimate and the subsequent bill must reflect an adjustment for actual charges.

(j) Payment by tenant. Unless utility bills are paid to a third-party billing company on behalf of the owner, or unless clearly designated by the tenant, payment must be applied first to rent and then to utilities.

(k) Overbilling and underbilling. If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant's bills that

included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants' bills. If the tenant was undercharged, and the cause was not due to submeter or point-of-use submeter error, the owner may calculate an adjustment for bills issued in the previous six months. If the total undercharge is \$25 or more, the owner shall offer the tenant a deferred payment plan option, for the same length of time as that of the underbilling. Adjustments for usage by a previous tenant may not be back billed to a current tenant.

(l) Disputed bills. In the event of a dispute between a tenant and an owner regarding any bill, the owner shall investigate the matter and report the results of the investigation to the tenant in writing. The investigation and report must be completed within 30 days from the date the tenant gives written notification of the dispute to the owner.

(m) Late fee. A one-time penalty not to exceed 5% may be applied to delinquent accounts. If such a penalty is applied, the bill must indicate the amount due if the late penalty is incurred. No late penalty may be applied unless agreed to by the tenant in a written lease that states the percentage amount of such late penalty.

#### **§ 24.285. Complaint Jurisdiction**

(a) Jurisdiction. The commission has exclusive jurisdiction for violations under this subchapter.

(b) Complaints. If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

#### **§ 24.287. Submeters or Point-of-Use Submeters and Plumbing Fixtures**

(a) Submeters or point-of-use submeters.

(1) Same type submeters or point-of-use submeters required. All submeters or point-of-use submeters throughout a property must use the same unit of measurement, such as gallon, liter, or cubic foot.

(2) Installation by owner. The owner shall be responsible for providing, installing, and maintaining all submeters or point-of-use submeters necessary for the measurement of water to tenants and to common areas, if applicable.

(3) Submeter or point-of-use submeter tests prior to installation. No submeter or point-of-use submeter may be placed in service unless its accuracy has been established. If any submeter or point-of-use submeter is removed from service, it must be properly tested and calibrated before being placed in service again.

(4) Accuracy requirements for submeters and point-of-use submeters. Submeters must be calibrated as close as possible to the condition of zero error and within the accuracy standards established by the American Water Works Association (AWWA) for water meters. Point-of-use submeters must be calibrated as closely as possible to the condition of zero error and within the accuracy standards established by the American Society of Mechanical Engineers (ASME) for point-of-use and branch-water submetering systems.

(5) Location of submeters and point-of-use submeters. Submeters and point-of-use submeters must be installed in accordance with applicable plumbing codes and AWWA standards for water meters or ASME standards for point-of-use submeters, and must be readily accessible to the tenant and to the owner for testing and inspection where such activities will cause minimum interference and inconvenience to the tenant.

(6) Submeter and point-of-use submeter records. The owner shall maintain a record on each submeter or point-of-use submeter which includes:

- (A) an identifying number;
- (B) the installation date (and removal date, if applicable);
- (C) date(s) the submeter or point-of-use submeter was calibrated or tested;
- (D) copies of all tests; and
- (E) the current location of the submeter or point-of-use submeter.

(7) Submeter or point-of-use submeter test on request of tenant. Upon receiving a written request from the tenant, the owner shall either:

- (A) provide evidence, at no charge to the tenant, that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months and determined to be within the accuracy standards established by the AWWA for water meters or ASME standards for point-of-use submeters; or
- (B) have the submeter or point-of-use submeter removed and tested and promptly advise the tenant of the test results.

(8) Billing for submeter or point-of-use submeter test.

(A) The owner may not bill the tenant for testing costs if the submeter fails to meet AWWA accuracy standards for water meters or ASME standards for point-of-use submeters.

(B) The owner may not bill the tenant for testing costs if there is no evidence that the submeter or point-of-use submeter was calibrated or tested within the preceding 24 months.

(C) The owner may bill the tenant for actual testing costs (not to exceed \$25) if the submeter meets AWWA accuracy standards or the point-of-use submeter meets ASME accuracy standards and evidence as described in paragraph (7)(A) of this subsection was provided to the tenant.

(9) Bill adjustment due to submeter or point-of-use submeter error. If a submeter does not meet AWWA accuracy standards or a point-of-use submeter does not meet ASME accuracy standards and the tenant was overbilled, an adjusted bill must be rendered in accordance with §24.283(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error.

(10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.

(b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:

(1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;

(2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and

(3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:

- (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
- (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.

(c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.



**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 AC Denton, 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 \$ 0.00. This concession will be credited to your charges for the month(s) of Month of Move-In.

Monthly discount. You will receive a monthly discount of \$ 0.00 for 11 months.

Special Provisions: For electronic gift card incentives, all incentives must be claimed within 60 days of lease commencement. If the incentive is not claimed within 60 days, the gift card will no longer be valid and will not be reissued. Any concessions, discounts, leasing incentives, or gift cards noted in the Lease Contract will be billed back to the Resident in the event of a lease default.

**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 TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE**

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

**2. Flat fee for trash/recycling costs.** Your monthly base rent under the TAA Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 15.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ 0.00 per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

**3. Payment due date.** Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$ 0.00 (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

\_\_\_\_\_  
Signatures of All Residents

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner or Owner's Representative

## LEASE ADDENDUM REGARDING SMOKING

**1. Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. TBD in the AC Denton, 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 50 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



**VIRUS WARNING AND WAIVER ADDENDUM**

This **Virus Warning and Waiver Addendum** relates to the TAA Lease Contract, signed 11/27/2023,  
2023 for Apt. No. TBD in the **AC Denton, LLC**

\_\_\_\_\_ Apartments in Denton,  
Texas, OR the house, duplex, etc. located at (street address) \_\_\_\_\_  
\_\_\_\_\_ in \_\_\_\_\_, Texas.

Due to the inherent risk of exposure to COVID-19 and/or other virus strains (collectively "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 are not carrying Viruses; or (3) exposure to Viruses cannot occur on the Premises.

While on the Premises:

1. **You must exercise due care for your safety at all times.**
2. **You agree to take full responsibility for and voluntarily assume all risks related to exposure to Viruses.**
3. **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.**

Date \_\_\_\_\_ Resident \_\_\_\_\_

Date \_\_\_\_\_ Resident \_\_\_\_\_

Date \_\_\_\_\_ Resident \_\_\_\_\_

Date \_\_\_\_\_ Resident \_\_\_\_\_

Date \_\_\_\_\_ Resident \_\_\_\_\_

Date \_\_\_\_\_ Resident \_\_\_\_\_

Date \_\_\_\_\_ Owner's Representative \_\_\_\_\_

**AC Denton, LLC, 201 Inman St #TBD**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Apartment name and unit number or street address of leased premises



**COMMUNITY POLICIES ADDENDUM**

1. **Addendum.** This is an addendum to the Lease between you and us for Apt. No. TBD in the AC Denton, LLC Apartments in Denton, Texas OR the house, duplex, etc. located at (street address) \_\_\_\_\_ in \_\_\_\_\_, Texas.

2. **Payments.** All payments for any amounts due under the Lease must be made:  
 at the onsite manager's office  
 through our online portal  
 by mail to 201 Inman St, Denton, TX 76205-7139, or  
 other: \_\_\_\_\_

The following payment methods are accepted:

- electronic payment
- personal check
- cashier's check
- money order, or
- other: \_\_\_\_\_

We have the right to reject any payment not made in compliance with this paragraph.

3. **Security Deposit Deductions and Other Charges.** You'll 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; packing, removing, or storing property removed or stored under the Lease; removing 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 outlined in the Lease; 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 charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. **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.**

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. **Requests, Consent, Access and Emergency Contact.** All written requests to us must be submitted by:  
 online portal  
 email to leasing@forumdenton.com  
 hand delivery to our management office, or  
 other: \_\_\_\_\_

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. **To opt out of receiving these messages, please submit a written request to us by the method noted above.**

**You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition of the purchase of any property, goods, or services from us.**

Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number (940) 394-0269

(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. **Parking.** We may have any unauthorized or illegally parked vehicles towed or booted according to state law at the owner or operator's expense at any time if the vehicle: (a) has a flat tire or is otherwise inoperable; (b) is on jacks, on blocks, or has a wheel missing; (c) takes up more than one parking space; (d) belongs to a resident or occupant who has surrendered or abandoned the apartment; (e) is in a handicapped space without the legally required handicapped insignia; (f) is in a space marked for office visitors, managers, or staff; (g) blocks another vehicle from exiting; (h) is in a fire lane or designated "no parking" area; (i) is in a space that requires a permit or is reserved for another resident or apartment; (j) is on the grass, sidewalk, or patio; (k) blocks a garbage truck from access to a dumpster; (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; or (m) is not moved to allow parking lot maintenance.

6. **HVAC Operation.** If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your apartment using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. You must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. **Amenities.** Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

*Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.*

8. **Package Services.** We  do or  do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. **Fair Housing Policy.** We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. **Special Provisions.** The following special provisions control over conflicting provisions of this form:

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\_\_\_\_\_  
Signature of All Residents

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Signature of Owner or Owner's Representative

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## PARKING ADDENDUM

**LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 11/27/2023  
 Owner's name: AC Denton, LLC  
 Residents (list all residents): Shanice J Taylor

**DWELLING UNIT DESCRIPTION:**

Property Name: Forum Denton  
 Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

**VEHICLE INFORMATION:**

<b>Make:</b>		<b>License Plate:</b>	
<b>Model &amp; Year:</b>		<b>State:</b>	
<b>Color:</b>		<b>Space Number:</b>	
<b>Parking Type:</b>		<b>Parking Rent:</b>	\$0.00

1. Owner may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside the Leased Premises or on sidewalks, under stairwells, or in handicapped parking areas. Resident acknowledges that Owner may have unauthorized or illegally parked vehicles towed by following applicable state law procedures.
2. **PARKING RENT.** Resident agrees to pay **\$0.00** per installment per vehicle due on or before the **1st** day of the month, due on the **1st** day of each month with the regular installment payment.
3. **LIABILITY FOR LOSS OR DAMAGES.** Owner strongly recommends Resident to secure liability insurance for losses to personal property, including any vehicles parked or stored. Owner will not be liable for loss or damage to vehicles or other personal property parked or stored in parking or storage areas, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise. Owner is not responsible for pest control in such areas.
4. **PARKING/STORAGE RULES.** Resident agrees to abide by the following rules:
  - a. Parking areas may be used only for storage of operable motor vehicles.
  - b. Storage areas may be used only for storage of personal property.
  - c. Locks on doors of parking or storage areas may not rekeyed, added, or changed without Owner's prior written consent.
  - d. No nails, screws, bolts, or hooks may be placed/installed into walls, ceilings, floors, or doors. Resident will be liable for any damage, not caused by Owner, to the parking or storage areas.
  - e. No persons may sleep, cook, barbeque, or live in a parking or storage areas.
  - f. No other persons may use the parking or storage areas designated in this Addendum. Use of such areas is limited to Resident only.
  - g. No animals may be kept in the parking or storage areas. Also, no plants may be grown in such areas.
  - h. Items that pose an environmental hazard or a risk to the safety or health of other residents or neighbors in Owner's sole judgment or that violate any government regulation may not be stored in the parking or storage areas. Owner may remove items from the parking or storage areas, without prior notice, notice, that Owner believes might constitute a fire or environmental hazard.
  - i. No smoke, fire, or carbon monoxide detectors will be furnished by Owner unless required by law. Owner will not have any security responsibilities for the parking or storage areas.
  - j. Owner has the right to enter parking and storage areas, as allowed by law, to ensure compliance with this Addendum.
5. **SECURITY.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any doors of a vehicle and to not have personal



items stored in any vehicle, at any time.

6. **INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. **We will have no responsibility for loss of damage to vehicles or other property parked or stored in the parking lot or carport, whether caused by accident, fire, theft, water, vandalism, pests, mysterious disappearance, or otherwise.** We are not responsible for pest control in such areas.
7. **KEYS AND ACCESS DEVICES.** Upon move-out, Resident must return any keys and/or access devices assigned by Owner. If any keys and/or access devices are returned damaged or not returned upon move-out, Owner will deduct the cost of each damaged or missing key or access device, and the cost of any necessary rekeying, from the security deposit.
8. **MOVE-OUT AND REMEDIES.** Any items remaining after Resident has vacated the Leased Premises will be removed, sold, or otherwise disposed of in accordance with the Lease Contract, which addresses disposition or sale of property left in the Leased Premises after surrender or abandonment. Any termination of tenancy will automatically terminate any right of parking or storage without any required further notice. All remedies in the Lease Contract apply to the parking and storage areas designated in this addendum.

Resident(s): \_\_\_\_\_ Date Signed: \_\_\_\_\_

Owner or Owner's Representative: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## REASONABLE MODIFICATIONS AND ACCOMODATIONS ADDENDUM

### LEASE CONTRACT DESCRIPTION:

Lease Contract Date: 11/27/2023

Owner's name: AC Denton, LLC

Residents (*list all residents*): Shanice J Taylor

### DWELLING UNIT DESCRIPTION:

Property Name: Forum Denton

Unit No. (*TBD if no Unit Number*), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- A. **EQUAL HOUSING OPPORTUNITY POLICY.** We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability.
- B. **PURPOSE OF POLICY.** A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant, such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.
- C. **DEFINITIONS.**
  - a. **Disability.** The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.
  - b. **Reasonable Modifications.** A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.
  - c. **Reasonable Accommodation.** A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.
- D. **REQUESTS FOR REASONABLE MODIFICATIONS.**
  - a. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.
  - b. **Reasonable Modification Expenses.** Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.
  - c. **Permission Required, Evaluation of Disability.** If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If



you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

- d. **Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/ or final account upon move-out.
- e. **Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.
- f. **Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

**E. REQUESTS FOR REASONABLE ACCOMMODATIONS.**

- a. We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.
- b. **Request for Accommodation, Evaluation of Disability.** If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the "Reasonable Accommodation and/or Modification to Rental Unit" form (available upon request), but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.
- c. **Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

- F. OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

**Resident(s):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_





**PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM**

**LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 11/27/2023  
Owner's name: AC Denton, LLC  
Residents (list all residents): Shanice J Taylor

**DWELLING UNIT DESCRIPTION:**

Property Name: Forum Denton  
Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- A. **PURPOSE:** By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."
- B. **CONSENT FOR MINOR OCCUPANTS:** By signing this Addendum, if any minor occupants reside in the apartment, you further certify that you are the parent, or legal guardian of the minor occupant(s), and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/ or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."
- C. **PHOTO AND VIDEO RELEASE:** You hereby grant us, our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.
- D. **CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS:** You are expressly agreeing to allow us to post your name, picture, written comments, and statements, and/or the names, pictures, written comments and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.
- E. **REVOCAION:** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

Resident(s): \_\_\_\_\_ Date Signed: \_\_\_\_\_

Owner or Owner's Representative: \_\_\_\_\_ Date Signed: \_\_\_\_\_



**PACKAGE ACCEPTANCE ADDENDUM**

**LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 11/27/2023  
Owner's name: AC Denton, LLC  
Residents (list all residents): Shanice J Taylor

**DWELLING UNIT DESCRIPTION:**

Property Name: Forum Denton  
Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- A. **PURPOSE OF ADDENDUM:** By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately- delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.
- B. **PACKAGE ACCEPTANCE:**
  - a. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.
  - b. You understand and agree that we may refuse to accept any package for any reason or no reason at all.
- C. **TIME LIMITATION:** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 7 days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender. Perishable packages must be picked up the day they are delivered, or they will be disposed of.
- D. **DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER:** As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

**Resident(s):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_



**CRIME/DRUG FREE HOUSING ADDENDUM**

**LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 11/27/2023  
Owner's name: AC Denton, LLC  
Residents (list all residents): Shanice J Taylor

**DWELLING UNIT DESCRIPTION:**

Property Name: Forum Denton  
Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- A. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:
  - a. Shall not engage in any illegal or criminal activity on or about the Premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
    - i. Engaging in any act intended to facilitate any type of criminal activity or drug activity.
    - ii. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
    - iii. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State and/or the Federal Controlled Substances Act.
    - iv. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
    - v. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
    - vi. Any breach of the Rental Agreement that otherwise jeopardizes the health, safety, and welfare of the Landlord, Landlord's agents, or other Residents, or involving imminent, actual or substantial property damage.
    - vii. Engaging in or committing any act that would be a violation of the Landlord's screening criteria for criminal conduct or which would have provided Landlord with a basis for denying Resident's application due to criminal conduct.
    - viii. Engaging in any activity that constitutes waste, nuisance, or unlawful use.
  - b. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Rental Agreement. It is understood that a single violation shall be good cause for termination of the Rental Agreement. Notwithstanding the foregoing comments, Landlord may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.
- B. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

Resident(s): \_\_\_\_\_ Date Signed: \_\_\_\_\_

Owner or Owner's Representative: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## ADDITIONAL SPECIAL PROVISIONS ADDENDUM

### LEASE CONTRACT DESCRIPTION:

Lease Contract Date: 11/27/2023

Owner's name: AC Denton, LLC

Residents (*list all residents*): Shanice J Taylor

### DWELLING UNIT DESCRIPTION:

Property Name: Forum Denton

Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

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#### A. LEASE CONTRACT:

- a. **ASSIGNMENT:** Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the rates listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.
- b. **RELOCATION AND CONSIDERATION:** Owner reserves the right at any time, upon **five (5)** days written notice, to relocate resident to another bedroom in the apartment or to another apartment within the Community. Resident understands that variations in apartment size, location, and value may occur due to relocation. Owner will not be liable to Resident for any costs incurred while relocating to the new bedroom or apartment. Resident acknowledges and agrees that failure or refusal to relocate will be deemed a violation of this lease contract.
- c. **CARE OF APARTMENT/Common Areas AND DAMAGES:** The Resident is accountable for maintaining the upkeep of rooms, furniture, and equipment within the Residential Community. They are also responsible for ensuring the cleanliness and hygiene of the Leased Premises and shared common spaces, which includes managing pest control. Furniture and fixtures are designated to specific rooms or areas by the Owner's Manager and cannot be relocated without obtaining written consent beforehand. Modifying or altering Resident accommodations is not allowed, unless expressly approved in writing by the Owner's Manager. The Owner's Manager may initiate thorough cleaning processes for the Leased Premises during breaks between semesters. This may require the Resident to temporarily clear their belongings from certain areas for a specified period, enabling the necessary cleaning procedures to be carried out. Residents are expected to comply with communicated deadlines and actions related to these deep cleaning procedures. Failing to comply may lead to additional cleaning charges.
- d. **MOVE-IN TIMES:** Move-in times and instructions will be communicated prior to Move-In by the Property.
- e. **MOVE-OUT TIMES:** Move-out will be required by **10:00am** local time on the date of lease expiration. All keys must be returned, all items removed from the unit, and unit completely vacated by move-out time, or additional holdover fees will apply.
- f. **LATE PAYMENTS:** Late fee methodology outlined in Lease Contract may be overridden (in accordance with state and local law).
- g. **RELEASE AND REPLACEMENT OF RESIDENT:** Subleasing is strictly prohibited. Owner may allow re-renting on a case-by-case basis, subject to written approval by Owner, at Owner's sole discretion, and such approval may include fees, costs, etc. If reletting is approved, a relet fee of \$350.00 will be due immediately. Owner has neither obligation nor responsibility for finding a sublease. The Owner is entitled to withhold consent to the sublease of this Lease at the Owner's sole



discretion and such discretion is not subject to any "reasonableness" requirement. Resident is responsible for finding a qualified applicant to take over the remainder of the lease.

- h. **PROHIBITION ON LISTING OR ADVERTISING APARTMENT ON OVERNIGHT SUBLETTING OR RENTING WEBSITES:** Resident agrees not to list or advertise the apartment as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. Resident agrees that listing or advertising the apartment on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.
- i. **MAINTENANCE EMERGENCIES:** Emergency work orders must be called in to the office (during office hours AND after hours at (940) 566-2146) even if they have been reported online. Maintenance emergencies include but are not limited to: Air conditioning reading above 78 degrees, water currently leaking inside the unit, water intrusion in the unit, broken lock or window or front door, lock out (after hours lock outs will incur a fee), and fire (after calling 911 emergency services).
- j. **RESIDENT'S PERSONAL PROPERTY:** Upon the expiration or termination of this Agreement, Residents are required to vacate the Leased Premises and remove all personal belongings without any further notice from the Owner. In the event of Agreement termination or expiration, voluntary surrender, abandonment, or court-ordered eviction of the Resident, the Owner reserves the right to remove and dispose of the Residents' personal property according to state law. The Leased Premises will be considered surrendered when: 1) this Agreement concludes, 2) Residents return keys and access items to the Owner, or 3) Residents have left the Leased Premises and the move-out date has passed, whichever happens first. Abandonment of the Leased Premises is deemed when: 1) Residents are absent from the Leased Premises for thirty (30) or more consecutive days without rent payment, or 2) rent remains unpaid for fifteen (15) days and there is reasonable evidence that Residents have permanently left the Leased Premises. The Owner will duly post and send a notice to Residents explaining the belief of property abandonment in accordance with the law. Should the Owner exercise the right of re-entry due to abandonment, all personal property of Residents may be removed and stored. Residents have thirty (30) days to retrieve the belongings, otherwise, the Owner has the option to sell or dispose of the property. Any proceeds will be used to cover unpaid rents, damages, storage expenses, costs related to property sale, and attorney's fees.
- k. Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement.
- l. Landlord reserves the right at any time to modify or discontinue services provided as Landlord shall, in its judgement, determine to be necessary for the preservation of good order, comfort, and benefit of Residents in general and for the efficient operation of the Community.

**B. UTILITIES:**

- a. Residents are responsible for utility bills through the end of their lease.
- b. Owner does utilize a third-party billing company for utilities. Landlord reserves the right at any time to utilize, modify, or discontinue usage of a third-party billing company. This property utilizes SimpleBills to bill back resident utilities. Residents will have additional set-up and administrative fees billed through SimpleBills. Resident is required to establish an account with SimpleBills. EACH Resident on this Lease shall enroll with SimpleBills (at SimpleBills.com), or a subsequent provider at the Landlords election, for utility billing BEFORE the Lease Start Date. Resident shall pay SimpleBills for the Resident Utilities for which they are responsible during the Term of this Lease and shall pay any applicable service fees, which shall be included on the utility bill Resident shall receive from SimpleBills. At the Landlords election, Resident shall be responsible for paying a monthly service fee of \$5.00 per month, or annual fee of \$60.00. Resident shall agree to the Terms of Service from SimpleBills, which shall be made available to Resident at time of enrollment. Should Landlord elect to have SimpleBills estimate a final utility invoice, SimpleBills will provide an estimated final invoice to Resident based on multiple prior months of utility service, historical data and weather factors. Resident agrees to pay SimpleBills this final estimated invoice before the End Date of the Term. Resident can contact SimpleBills at info@simplebills.com to true-up the final estimated bill with the final actual bill, once it has been issued by the utility providers. If the estimated final invoice is higher than the actual bill, SimpleBills will obtain Residents current address and issue a refund check to Resident mailed to that address. If the estimated final invoice is less than the actual bill, SimpleBills will make arrangements with Resident for Resident to pay any shortfall between the





estimated final bill and the actual bill amounts. Any balance left unpaid by Resident as a result of this true-up process may be sent to an outside collections agency.

**C. CONCESSIONS**

- a. For electronic gift card incentives, all incentives must be claimed within 60 days of lease commencement. If the incentive is not claimed within 60 days, the gift card will no longer be valid and will not be reissued.
- b. Any concessions, discounts, leasing incentives, or gift cards noted in the Lease Contract will be billed back to the Resident in the event of a lease default.
- c. All concessions must be outlined in the lease contract.

**D. ANIMALS**

- a. The property **IS** pet friendly. Neither Resident nor Resident's guests may bring any animal, mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect onto the Leased Premises or the Community unless approved by the office AND included in Animal Addendum of the lease. All animals (excluding approved support animals) will have additional pet fees, rent, and/or deposits as outlined in the Animal Addendum. If Community accepts animals as pets, Resident may not substitute approved pet for any other animals.
- b. The following breeds are restricted: Doberman Pinscher, Pitbull, Rottweiler, Chow Chow, Wolf dogs, Wolf Hybrids, Presa Canario (Canary dog), Akita, German Shepherd, Husky, Mastiff, Alaskan Malamute, Bullmastiff.
- c. Support animals must be approved by Landlord by providing proper supporting paperwork, and all addenda must be completed prior to the animal residing in the unit. Assistance and support animals will not have any pet rent, pet fees, or pet deposits charged.

**E. PARKING:**

- a. Parking **IS** available at the property.
- b. If parking is available, all vehicles must be registered with the office, and reflected in the lease contract.
- c. Visitor parking **IS** available at the property.

**F. SMOKING POLICY**

- a. Smoking of any kind is not permitted anywhere on the premises, including but not limited to inside units, balcony and deck areas, community areas, and outdoor areas. Smoking in any area will result in issuance of lease violations and fines.
- b. **MARIJUANA USE:** Some state laws permit the recreational and medicinal use of marijuana, subject to some restrictions. However, this is not the case under federal law. Under federal law, specifically the Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, it agrees that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises. Unless a request for a reasonable accommodation has been granted, under no circumstances may marijuana, including for medical purposes, be smoked, grown, or used in any other manner on the premises. The premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination.

**G. COMMUNITY POLICIES:**

- a. **PERMISSION FOR COMMON AREA USE:** The Resident's right to utilize common areas, amenities, and recreational facilities within the Residential Community is granted as a privilege and license by the Owner, rather than a contractual entitlement. This permission is subject to the Resident's adherence to the terms and conditions outlined in the Agreement and this Addendum. The Owner retains the authority to revoke this permission at any lawful time. In all cases, the more stringent terms of either the Agreement or this Addendum will take precedence. The Owner reserves the discretion to establish usage schedules, modify the character of, or close common areas, amenities, and recreational facilities based on the Owner's needs, without obligation or compensation to the Resident. Changes to this Addendum may be made by the Owner in accordance with the law.
- b. **BARBECUE RESTRICTIONS:** To ensure safety, no charcoal briquette barbecues, gas or propane grills, cooking or heating instruments, smokers, hibachi grills,





- portable gas stoves, etc. are permitted in the Leased Premises, including patios, balconies, or breezeway areas. Open flames, including barbecues and torches, are prohibited.
- c. **BUSINESS USE:** The Resident cannot use or allow the Leased Premises to be used for business purposes without the Owner's prior written consent or as permitted by law.
  - d. **MAIL RECEIPT:** Only the Resident may receive mail at the Leased Premises. Receiving mail by any other individual indicates their occupancy. Others in the Leased Premises, with or without the Resident's knowledge, are considered the Resident's guests as per this Addendum.
  - e. **ALCOHOL AND SUBSTANCE RESTRICTIONS:** The Resident and their guests must not consume alcoholic beverages or illegal substances in common areas, walkways, streets, or vehicles within the Residential Community.
  - f. **QUIET HOURS:** To respect fellow residents, quiet hours are from 10 p.m. through 8 a.m. Sunday through Thursday, and Midnight through 9 a.m. Friday through Saturday. The Resident must refrain from causing disruptive noises during these times, including playing loud music or using noise-producing appliances.
  - g. **TRASH HANDLING:** The Resident must properly dispose of garbage and trash in designated bins within the Residential Community. Overflowing bins require the use of alternative bins. Trash should not be left in hallways or stairwells, and large items should not be placed in trash bins or enclosures. The Resident is responsible for unacceptable items in the trash receptacles. Payment of your trash removal is due on the 1st of each month. For 2023-2024 leases, a \$8/installment valet trash fee is due. For 2024-2025 leases, a \$15/installment valet trash fee is due. This amount does not reflect in the total installments calculated in the lease contract.
  - h. **PEST CONTROL:** Extermination operations may be conducted in the Leased Premises periodically to prevent insect infestation. The Resident will be notified in advance and is responsible for preparing the premises. Additional extermination treatments must be requested in writing and are at the Resident's expense.
  - i. **FITNESS CENTER USE (if applicable):** The Resident must adhere to posted rules and regulations in the fitness center. Residents are responsible for all guests and must always accompany the guest. Equipment must be inspected for safety, and the Resident is solely responsible for appropriate equipment use.
  - j. **BUSINESS CENTER USE (if applicable):** The Resident must follow posted rules in the business center. Residents are responsible for all guests and must always accompany the guest. No software installation without Owner's consent. Inappropriate content is prohibited.
  - k. **OUTDOOR GRILL AREAS (if applicable):** The Resident must adhere to outdoor grill area rules, inspect equipment for safety, refrain from using charcoal with gas grills, and clean grills after use.
  - l. **MOLD NOTIFICATION:** Residents must promptly notify the Owner of mold, mildew, or water intrusion issues and allow inspection for necessary repairs. Failure to comply can result in property damage responsibility and health concerns.
  - m. **FREEZING WEATHER CONDITIONS:** For the purpose of preventing broken pipes and other damages, Residents agree that for the duration of any freezing weather conditions, Residents will maintain the temperature of the Leased Premises at fifty (50) degrees Fahrenheit, leave all closet and cupboard doors open (which allows more heat to reach pipes), and set all water faucets to drip. Residents will be liable for any damages that result from Residents' failure to perform the responsibilities listed in this Section.
  - n. **FIREARMS:** Firearms are prohibited on property. A person may not enter the leasing office or any common rooms/amenities of this property with an open-carried or concealed handgun. We do not guarantee a gun-free environment at the apartment community, and we cannot guarantee anyone's safety. Residents are required to inform all guests with the apartment community's policies concerning firearms, and that they are subject to the same policies as Residents. Violation of this will be a violation of the Lease and could be considered criminal trespass.
- H. **CLASS ACTION WAIVER:** You agree that you hereby waive your ability to participate either as a class representative or member of any class action claim(s) against us or our agents. While you are not waiving any right(s) to pursue claims against us related to your tenancy, you hereby agree to file any claim(s) against us in your individual capacity, and you may not be a class action plaintiff, class representative, or member in any purported class action lawsuit ("Class Action"). Accordingly, you expressly waive any right and/or ability to bring, represent, join, or otherwise maintain a Class Action or similar proceeding against us or our agents in any forum. Any claim that all or any part of this Class Action waiver provision is unenforceable, unconscionable, void, or voidable shall be determined solely by a court



of competent jurisdiction. YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU MAY HAVE POSSESSED THE ABILITY TO BE A PARTY TO A CLASS ACTION LAWSUIT. BY SIGNING THIS AGREEMENT, YOU UNDERSTAND AND CHOOSE TO WAIVE SUCH ABILITY AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THIS CLASS ACTION WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE CONTRACT.

- I. **SAVINGS AND SEVERABILITY:** If any clause or provision of this Rental Agreement is illegal, invalid or unenforceable under present or future laws effective during the term, then it is the intention of the parties hereto that the remainder of this Rental Agreement shall not be affected thereby, and it is also the intention of the parties to this Rental Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Rental Agreement a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**Resident(s):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_



# CREDIT REPORTING PROGRAM LEASE ADDENDUM

This addendum is entered into on the date below between by and between Landlord and Resident, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

1. **Credit Reporting Program.** Upon execution of this lease, Resident shall be automatically enrolled in the Credit Reporting Program ("Program") on the lease start date and will be charged a program fee of **\$7.00** per rental installment. This program reports the timeliness and completeness of Resident's rent and/or utility payments due under the lease agreement and this addendum to one or more of the Credit Reporting Agencies. Some features of the Program of which Resident should be aware include:
  - The Program is administered through the Provider selected by the Landlord, MyCreditLift LLC.
  - Resident's enrollment shall be subject to the terms and conditions of use outlined by the Provider and the Credit Reporting Agencies.
  - Landlord has the right to alter or terminate the Program or switch providers at any time without prior notice to Resident. Landlord is not required to offer the Credit Reporting Program and may discontinue it at Landlord's discretion.
2. **Credit Reporting Program Disputes.** 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](mailto:disputes@mycreditlift.com) or through the post at MyCreditLift, PO BOX 1159, Newport Beach, CA, 92659.
3. **Credit Reporting Program is Not Mandatory – Resident May Opt Out at Any Time.** Resident may opt out of the Credit Reporting Program at any time, including during the first month of your lease, in which event you will not be enrolled in the Program. You may opt out of the program by navigating to <https://www.mycreditlift.com/mgmt?code=NEPIbO> and following the instructions for opting out.
4. **Acknowledgment.** Resident acknowledges that enrollment in the Credit Reporting Program is not mandatory. You may elect to opt-out at any time by following the steps above. If enrolled in the Credit Reporting Program, Resident agrees to pay Landlord the additional rent in addition to all other obligations in the Agreement. Resident understands that the Credit Reporting Program will not guarantee an increase in Resident's credit score. Resident understands that the Credit Reporting Program may be altered or terminated by Landlord at any time.

## INTERNET ACCESS ADDENDUM

### LEASE CONTRACT DESCRIPTION:

Lease Contract Date: 11/27/2023

Owner's name: AC Denton, LLC

Residents (*list all residents*): Shanice J Taylor

### DWELLING UNIT DESCRIPTION:

Property Name: Forum Denton

Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Landlord has entered into an agreement with a high-speed internet provider. The contracted service provider offers a variety of Internet services to residential and businesses ("Services") and allows subscribers to connect to the high-speed backbone network and the Internet. The Services use resources that are shared with many other customers. Moreover, the Services provide access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available from the Services, and the Internet in general, must be balanced with duties and responsibilities so that other users can also have a productive experience.

Use of the Services is subject to the following rules and guidelines.

- A. Each customer (resident of the Property) of the provider is responsible for ensuring that the use of all Services provided to any such customer complies with this Internet Access Policy (the "Policy"). **ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE CUSTOMER SERVICE DEPARTMENT OF THE PROVIDER SO THAT THE USER'S ACCOUNT MAY BE CLOSED.**
- B. **Illegal Activity:** The use of the Services for any activity that violates any local, state, federal, or international law, order or regulation is a violation of this Policy. Prohibited activities include, but are not limited to:
  - a. Posting or disseminating material which is unlawful (such as child pornography or obscene material).
  - b. Disseminating material that violates copyright or other intellectual property rights for others. You assume all risks regarding the determination of whether material is in the public domain.
  - c. Pyramid or other illegal soliciting schemes.
  - d. Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- C. **Security:** You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software or data, without the knowledge or consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.
- D. You may not disrupt the Services. The Services also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that



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

- E. **Inappropriate Content:** There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. Neither the service provider, nor any of its distribution affiliates can assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to your access to such content. Parents should consider using a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider.
- F. You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Provider and any of its distribution affiliates reserve the right to refuse to post or remove any information or materials, in whole or in part, at its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. Neither the provider nor any of its distribution affiliates has any obligation to monitor transmission made on the Services. However, provider along with its distribution affiliates has the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to publish, transmit or distribute content, a user is warranting that the content complies with the Policy and authorizes provider along with its distribution affiliates to reproduce, publish, distribute, and display such content worldwide.
- G. **Electronic Mail:** The Services may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The Services may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any web site or other resources that uses the Services. Forging, altering or removing electronic mail headers is prohibited. However, you may insert additional characters into your "from:" and "reply to:" addresses in order to prevent your true address from being automatically added to the mailing lists used by bulk e-mailers. In this case, your true address must remain obvious to any human viewer. For example, you may substitute "nospam.john.smith" for "john.smith".
- H. You may not reference provider or its product names as stated above in any unsolicited e-mail whatsoever by any means. "Mail bombing" is prohibited. That is, you may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings.
- I. **Bandwidth, Data Storage, and Other Limitations:** You must comply with the current bandwidth, data storage and other limitations on the Services. Users must ensure that their activities do not improperly restrict, inhibit, or degrade any other user's use of the Services, nor represent (in the sole judgment of provider) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede provider ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services. The Property residents may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without the written consent from the provider serving the Property. For example, you cannot provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed. The Service offering is designed for your personal use of the Internet. You may not use the Service for commercial purposes. You may not run a server in connection with the Service, nor may you provide network services to others via the Service. Examples of prohibited programs include, but are not limited to, mail, http, ftp, irc, dhcp servers and multiuser interactive forums.
- J. **Violation of Policy:** The provider does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of



inappropriate use of the Services. Although provider has no obligation to monitor the Services and/or the network, provider along with its distribution affiliates reserve the right to monitor bandwidth, usage, and content from the Services. The purpose of the monitoring is to identify violations of this Policy; and/or to protect the network and other users. If the Services are used in a way which provider or its distribution affiliates, in their sole discretion, believe violate this Policy, provider or its distribution affiliates may take any responsive actions they deem appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Neither a provider nor its distribution affiliates will have any liability for any such responsive actions. The above-described actions are not exclusive remedies and provider or its distribution affiliates may take any other legal or technical action it deems appropriate.

- K. Neither the provider nor its distribution affiliates reserve the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on provider or its distribution affiliates servers and network. During an investigation, provider or its distribution affiliates may suspend the account or accounts involved and/or remove material, which potentially violates this Policy.
- L. You hereby authorize provider and its distribution affiliates to cooperate with law enforcement authorities in the investigation of suspected criminal violations, and and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include providing the username, IP address, or other identifying information about a subscriber. Upon termination of an account, provider or its distribution affiliates are authorized to delete any files, programs, data and e-mail messages associated with such account. The failure of provider or its distribution affiliates to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. m) You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. This Policy shall be exclusively governed by, and construed in accordance with, the state law.
- M. Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement.
- N. Landlord reserves the right at any time to modify or discontinue services provided as Landlord shall, in its judgement, determine to be necessary for the preservation of good order, comfort, and benefit of Residents in general and for the efficient operation of the Community.

**Resident(s):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_





## REQUIRED INSURANCE OR INSURANCE WAIVER ADDENDUM

This addendum is entered into on the date below between by and between Landlord and Resident, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

1. **Resident Liability; Required Insurance.** You acknowledge that you may be personally liable for the full cost of any damage or loss caused by the action or inaction of you, your occupants, or your guests to the property or premises ("Property") of the Landlord. For the duration of this Agreement, including any renewals or extensions, you are required to obtain a third-party insurance policy providing at least \$100,000.00 for each occurrence for your 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. Such coverage is the Minimum Liability Required Insurance ("MLRI") under this Agreement, and such a policy is a "Third-Party Policy."

In the event Resident does not have a Third-Party Policy, Resident is in material breach of the Agreement and Landlord retains all the rights provided by applicable law.

If Resident does not provide evidence of a Third-Party Policy, Resident agrees that, to cure the breach of this Agreement and satisfy its MLRI requirement, Landlord may enroll Resident in its Insurance Waiver Program ("IW Program").

2. **Insurance Waiver Program.** Under the Insurance Waiver Program ("IW Program") Landlord will waive its right to charge or seek recompense from Resident for damages of up to \$100,000 to the Landlord's property due to the negligent action or inaction of the Resident or Resident's occupants or guests for the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain, or sump, water damage, and falling objects. Some important points of this IW Program which Resident should understand are:
  - a. The Insurance Waiver Program is not insurance. Through the IW Program, the Landlord is foregoing its right to seek reimbursement from the Resident for the damages described in this Section 1.
  - b. The Insurance Waiver will be charged to the Resident by Landlord as additional rent for each monthly rental period unless the Resident satisfies the requirements of Section 1.
  - c. Neither the IW Program nor any insurance maintained by the Landlord protects Resident's personal property (contents), additional living expenses, liability for personal or bodily injury to anyone, or liability for damages beyond those described in this Section 1. If Resident requires any of these coverages, then Resident should contact an insurance agent or insurance company of Resident's choice and obtain such coverage.
  - d. The IW Program may be more expensive than the cost of an MLRI Policy obtainable by Resident elsewhere.
  - e. Landlord is not required to offer the IW Program and may discontinue it at Landlord's discretion.
3. **Election of Insurance Coverage or Insurance Waiver.** You agree to **one of the following** with respect to your required insurance:
  - a. Take no action and be auto enrolled in the Insurance Waiver Program. For just **\$15.00** per month, this program waives the \$100,000 liability insurance requirement in your lease. You will automatically be enrolled in this program unless you proceed with option "b".
  - b. Obtain a Third-Party Policy from an insurance company of your choice. If you elect to obtain a Third-Party Policy, you will provide us with written proof of compliance with this Lease Addendum on or prior to the lease commencement date, and any time we request it. Landlord reserves the right to alter where and how proof of compliance is to be submitted.
    - a. Your policy declarations page or certificate of coverage must include the following information.
      - i. Your name
      - ii. Policy start and end dates
      - iii. Policy number
      - iv. A personal liability limit with a minimum of \$100,000
      - v. Property must be listed as an "Additional Interest," "Interested Party" or an equivalent on your policy. By doing this, your community will be notified should your policy cancel or non-renew.
        1. The "Additional Interest" must read as follows:

**Campus Advantage - Forum Denton**  
**P.O. Box 1159**  
**Newport Beach, CA 92659**

campusadvantage@confirminsurance.com

2. If your third-party insurer notifies additional interests by email, direct them to notify [campusadvantage@confirminsurance.com](mailto:campusadvantage@confirminsurance.com)
  3. If your third-party insurer notifies additional interests by physical mail, direct them to notify Campus Advantage – Forum Denton, P.O. Box 1159, Newport Beach, CA 92659.
- b. Submit a copy of the entire Third-Party Policy, including evidence of the additional interests, to <https://campusadvantage.confirminsurance.com/>. Your insurance requirements will not have been met until the policy is submitted for review and approved.
  - c. All policies must be resubmitted to <https://campusadvantage.confirminsurance.com/> on or before the end date of the policy term to avoid auto-enrollment into the Insurance Waiver Program.
4. **Failure to Comply.** Resident agrees that a failure by Resident to comply with any of the terms and conditions of this Addendum shall constitute a default under the Lease Agreement to the extent permitted by Applicable Law. In the event of such default to the extent permitted by Applicable Law, Landlord shall have all rights and remedies available to it under the Lease Agreement. If MLTI requirement is not met, Resident will be automatically enrolled in the Insurance Waiver Program.
  5. **IW Program Not Mandatory.** Resident acknowledges that enrollment in the IW Program is not mandatory. You may satisfy the MLRI requirement at any time by complying with any option outlined in Section 3. If enrolled in the IW Program, Resident agrees to pay Landlord the additional rent in addition to all other obligations in the Agreement. Resident understands that the IW Program will not cover anyone's personal property (contents), additional living expenses or liability for personal or bodily injury to anyone.
  6. **Personal Premises Insurance and Liability.** All personal property kept in the Apartment, Apartment building and/or common areas by you (or anyone else whom you permit to use or occupy the Apartment) shall be kept at your own risk. You agree that, as the law permits, you and your insurance carrier will not hold us liable for claims for damage or injury normally covered by Renter's insurance, even if we are negligent, and you will look solely to your insurance to compensate for any such damage or injury.
  7. **Subrogation Allowed.** You and we agree that subrogation is allowed by all parties and that this agreement supersedes the language contained in lease agreement.

**ROOMMATE MATCHING ADDENDUM**

**LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 11/27/2023  
Owner's name: AC Denton, LLC  
Residents (list all residents): Shanice J Taylor

**DWELLING UNIT DESCRIPTION:**

Property Name: Forum Denton  
Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

Forum Denton offers individual bedroom lease terms, along with roommate matching services, for those who wish to share an apartment with individuals, whether they have a prior social or familial connection or not. This service lets individuals benefit from cost savings linked to shared living costs, while being responsible only for their share of the rent. Resident acknowledges that entering such an agreement involving shared common areas entails compromise, understanding that roommates' lifestyles, habits, or beliefs may differ from their own. Roommate matching forms aid in the placement process, but not all requests can be guaranteed and ultimately unit type requested may be the largest determining factor in placement.

- A. Resident acknowledges that while management might help in resolving conflicts, it is the responsibility of lessees to take appropriate actions within the lease agreement and relevant laws. If space permits, transfer requests can be made in line with the lease agreement, subject to transfer fees.
- B. While the Property Staff may at times be able to assist in conflict resolution, that it is the obligation of the lessees to facilitate the desired and appropriate actions to be taken within the parameters of the lease Agreement and applicable state and federal laws. Requests for transfers may be made as per the lease Agreement if space is available, transfer fees will apply. Resident acknowledges that management might not always find solutions acceptable to all parties. If Resident chooses to leave the premises for any reason, Resident agrees to follow methods outlined in the lease agreement and cover all costs related to re-letting or release.
- C. A third-party roommate matching service might be used but is not guaranteed. Should a third-party roommate matching service be used, additional instructions will be sent via email. It is the Resident's responsibility to monitor their email for further instructions regarding roommate matching (if applicable).

**Resident(s):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_



## REQUIRED QUALIFYING CRITERIA OR GUARANTOR WAIVER ADDENDUM

This addendum is entered into on the date below by and between Landlord and Resident, for the rented premises at the Community identified in the Lease. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

In order to remain compliant with the "Qualifying Criteria" acknowledged during the Application process, the requirements below must be adhered to throughout the duration of the lease term and any subsequent renewal period.

**Income/Employment Requirements or Guarantor Waiver.** For the duration of your Lease, you must comply with one of the following with respect to Income/Employment Requirements:

- a. Guarantor: Guarantors must complete a credit screening and sign the Guarantor of Lease Form. Guarantors must have a 600 or higher FICO score, earn 3 times the amount of rent, meet tradelines, rent/debt income ratios, rental history and check writing qualifications, and must provide verification of income. All students are encouraged to apply with a Guarantor.
- b. Guarantor Waiver Program: Enrolled in the Guarantor Waiver Program. For 36.00 per installment, this program waives the Income/Employment Requirement.
- c. Self-Qualify: To self-qualify, a credit screening will be performed on the Applicant. Self-qualifying Applicants must have a 600 or higher FICO score, meet tradelines, rent/debt income ratios, rental history and check writing history qualifications, and must provide verification of income.
- d. Pre-Payment: If a Resident does not provide a suitable Guarantor within 2 attempts or meet the Self Qualifying requirements and does not wish to be enrolled in the Guarantor Waiver Program, Resident must satisfy the Income/Employment Requirement by providing 2 pre-paid installments that will be applied to the final 2 installments of the Lease agreement term or any subsequent renewal period.

**Guarantor Waiver Program.** Under the Guarantor Waiver Program, Landlord waives the right to require Resident to maintain a Guarantor, Self-Qualify, or the pay a Pre-Payment to satisfy the **Income/Employment Requirements** above. Some important points regarding the Guarantor Waiver Program:

- A. The Guarantor Waiver Program Fee will be charged to the Resident by Landlord as additional rent "Additional Rent" for each rental installment unless Resident satisfies the **Income/Employment Requirements** above using another method.
- B. The Guarantor Waiver is payable in equal installments of 36.00
- C. The waiver does not constitute insurance. The Owner is not an insurance company or insurance producer. The Owner is merely waiving, in consideration of the specified Additional Rent, certain obligations of the Resident to Owner arising out of this Lease Agreement.
- D. The total Additional Fee is a fixed amount for the entire Term and is payable in installments for convenience only; there is no proration or adjustment for any partial installment during the Term.
- E. At any point within the Lease, Resident may adjust the method used to meet the **Income/Employment Requirements** above. If Resident meets one of the other qualification methods, any Additional Rent pertaining to the Guarantor Waiver Program that has yet to be charged will no longer be due by Resident once confirmed and approved by the Landlord.

**Residence Requirements.** Resident or Sponsor Guarantor must have a minimum of 1 year of good continuous rental or mortgage history.

**Credit History.** All applications are evaluated based on a rental scoring system provided by Entrata. Rental scoring is based on real data and statistical data such as payment history, quantity and type of accounts, outstanding debt, and age of accounts. Every applicant is treated objectively because each application is scored statistically in exactly the same manner.

The rental scoring system will compare your application to the database, and by evaluating those statistics and real data in accordance with pre-established criteria set by Management and recommend one of the following:

- **Accepted.** The applicant will be accepted with the standard deposits and fees.

- **Accepted with Conditions.** Depending on the community's policy, the applicant may be given the option to pay an additional security deposit.
- **Denied.** The application will not be accepted. The applicant will be provided with contact information for the consumer reporting agencies that provided the consumer information.

\*\*If no or insufficient credit history is obtained then the resident will need to qualify using a different option listed under the **Income/Employment Requirements or Guarantor Waiver** section above.

**Criminal Background Checks.** The Community may perform a criminal background check on the resident. In accordance with 2016 guidelines issued by the US Department of Housing and Urban Development, applications will be rejected for specific criminal convictions including felonies, deferred adjudications for a felony, crimes against persons or if applicant has a juvenile record that includes any of these serious offenses. Any such offenses shall be grounds for denial of the application or termination of the lease should such offense occur after the approval of the initial application. Please note that this requirement does not constitute a guarantee or representation that Residents or occupants currently residing in our community have not been convicted of a felony or are not subject to deferred adjudication for a felony, there may be residents or occupants that have applied to reside in our community prior to these requirements going in to effect. The background reports may include an Office of Foreign Assets Control ("OFAC") search for Specially Designated Nationals and Blocked Persons. The CFAC list is updated periodically as new individuals and entities are identified. The United States government has classified the individuals and/or entities on the list as potentially dangerous and a threat to national security.

**Rejecting Applications.** If your application is denied for any reason, we will document reason for denial and send a denial letter to applicant and return any administrative/document preparation fee if paid.

***CAMPUS ADVANTAGE INC adheres to the Fair Housing Law (Title VIII of the Civil Rights Act of 1968 as amended by the Housing and Community Development Act of 1974 and the Fair Housing Amendment of 1988) which stipulate that it is illegal to discriminate against any person with respect to housing because of race, creed, religion, sex, national origin, disability or familial status. CAMPUS ADVANTAGE INC is an Equal Housing Opportunity Community***

## FURNITURE ADDENDUM

### LEASE CONTRACT DESCRIPTION:

Lease Contract Date: 11/27/2023

Owner's name: AC Denton, LLC

Residents (*list all residents*): Shanice J Taylor

### DWELLING UNIT DESCRIPTION:

Property Name: Forum Denton

Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- A. A furniture package is included for your unit.
- B. Rent payments do not encompass any damages resulting from improper use, neglect, or destruction of the furniture while it's under your care. In case any damage occurs, you will be held accountable for the expenses linked to repairing or replacing the furniture to its original state. Examples of damages include, but are not confined to, food or odor stains, fabric tears, structural impairments (such as broken legs or dressers), shattered, cracked, or chipped glass, pet-related stains, marks on wooden surfaces, broken lamp bases, or electrical components of lamps, and damaged or crushed lampshades. Regular wear and tear as well as defects from the manufacturer will not be the resident's responsibility.
- C. The Resident shall promptly inform the Landlord of any repairs or maintenance required for the furniture. In the event of damage beyond reasonable wear and tear or any missing furniture, the Resident shall be responsible for the repair or replacement costs as deemed necessary by the Landlord.
- D. The Resident acknowledges that the furniture provided is in good condition at the commencement of the tenancy. The condition of all furniture and fixtures must be reported in the Move-In Condition form, issued to you at the start of your lease, and returned back to the office within 24 hours. Resident will assume responsibility of all damages not reported on the Move-In Condition Form, and will be charged back for said damages either upon repair, replacement, or upon move-out.
- E. Any damage chargebacks provided either verbally or in writing are estimates, and actual cost will be reflected upon issuance of the charge.
- F. Inspection and Inventory: The Landlord reserves the right to inspect the furniture periodically to ensure it is being maintained in good condition. An inventory of the furniture will be conducted upon the Resident's move-in and move-out. Any discrepancies in the inventory shall be documented and shared with both Parties.
- G. Prohibited Actions - The Resident shall not perform the following actions with regard to the furniture provided by the Landlord:
  - a. Sublet, sell, or assign the furniture to any third party without prior written consent from the Landlord
  - b. Make any alterations, modifications, or additions to the furniture without obtaining the Landlord's written consent.
  - c. Move the furniture from the apartment to any other location without obtaining the Landlord's written consent.

Resident(s): \_\_\_\_\_ Date Signed: \_\_\_\_\_

Owner or Owner's Representative: \_\_\_\_\_ Date Signed: \_\_\_\_\_





## SMOKE ALARM ADDENDUM

**LEASE CONTRACT DESCRIPTION:**

Lease Contract Date: 11/27/2023

Owner's name: AC Denton, LLC

Residents (*list all residents*): Shanice J Taylor

**DWELLING UNIT DESCRIPTION:**

Property Name: Forum Denton

Unit No. (*TBD if no Unit Number*), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

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- A. **SMOKE ALARM:** Your Premises are equipped with smoke alarm(s). Each smoke alarm is powered by either a battery, electricity, or electricity with battery backup. The smoke alarms were tested by the Landlord at the commencement of your tenancy and found to be in good working condition.
- B. **CARBON MONOXIDE ALARM:** As required by law, your Premises are outfitted with a carbon monoxide alarm. The carbon monoxide alarm is either a battery, electric, or electric with battery backup powered device. The carbon monoxide alarm was tested by the Landlord at the commencement of your tenancy and found to be in good working condition.
- C. **RESIDENT'S DUTIES:** Resident shall (a) test any alarm so provided at least once every six months (but preferably once per month); (b) keep the alarm's case clean and free from dirt, debris, and infestation; (c) replace batteries as needed; (d) immediately notify Landlord of any operating deficiencies; and (e) not remove, damage, alter, modify, obstruct, or tamper with any properly functioning alarm or remove working batteries from the same. If the Premises are so equipped, Resident shall not tamper with, obstruct, damage or otherwise alter or modify the indoor sprinkler system.
- D. **TESTING YOUR ALARM:** You must test the alarm by using the test button. (When pressed, this button affects the smoke alarm like real smoke would during a fire, and the carbon monoxide alarm if carbon monoxide exceeds the alarm's acceptable levels.) To use the test button, firmly press the test button until the alarm sounds (normally 2-10 seconds later). Shortly after the button is released, the alarm will stop sounding. Do not test any alarm with a flame. When battery power is low, the alarm will beep about once a minute for at least 30 days. When the battery is dead, the alarm will not sound.
- E. **HUSH FEATURE:** You can silence an alarm equipped with a hush feature by holding the hush button until the alarm stops sounding. Do not disconnect battery to stop alarm sounding.
- F. **BATTERY:** Use only with the following batteries: Mallory or Duracell Alkaline No. MN 1604, Eveready 552 9-volt, or an equivalent of these batteries. Do not use ordinary or heavy-duty carbon-zinc batteries. Use of any other battery may be detrimental to the operation of the alarm.
- G. **WHEN TO REPLACE:** A defective, low power, or dying battery must be replaced immediately so as to ensure proper operation and safety.
- H. **TAMPERING FEE:** Removal of or tampering with a smoke alarm and/or carbon monoxide alarm will result, without limitation, in an alarm tampering fee and/or a termination notice.

Resident(s): \_\_\_\_\_ Date Signed: \_\_\_\_\_

Owner or Owner's Representative: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## DECK AND BALCONY ADDENDUM

### LEASE CONTRACT DESCRIPTION:

Lease Contract Date: 11/27/2023

Owner's name: AC Denton, LLC

Residents (*list all residents*): Shanice J Taylor

### DWELLING UNIT DESCRIPTION:

Property Name: Forum Denton

Unit No. (TBD if no Unit Number), 201 Inman St Denton, TX 76205-7139.

**THE PROVISIONS LISTED IN THIS ADDENDUM WILL BE INCORPORATED INTO AND MADE A PART OF THE LEASE CONTRACT. ANY CONFLICTING PROVISIONS IN THIS ADDENDUM WILL SUPERSEDE THOSE LISTED IN THE LEASE CONTRACT.**

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**This addendum does not guarantee that your unit will have a deck or balcony.**

- A. USING YOUR DECK/BALCONY. Decks and balconies are potentially dangerous if overloaded or improperly used and is a violation of this Lease Addendum. The following rules apply to your use of your deck/balcony:
  - a. Use common sense when entertaining on your balcony. Balcony loads limits are intended for a limited number of people. DO NOT crowd balconies.
  - b. Supervise young children and others who require supervision in order to safely occupy your deck/balcony.
  - c. Persons who are impaired due to alcohol or drug use or otherwise are not allowed on your deck/balcony.
  - d. Do not use gas or charcoal grills on your deck/balcony.
  - e. Be aware that balcony weight limits may also be exceeded with the use of excessive or heavy furnishings. Use a reasonable approach when outfitting your balcony with patio furniture, potted plants, etc. Your deck/balcony must be maintained in a clean and orderly condition
  - f. Do not tile your balcony. Do not use the open area of your balcony for storage, balconies shall be kept free of clutter.
- B. MAINTAINING YOUR DECK/BALCONY. Please contact the property management office immediately if you observe any of the following:
  - a. Leaning or sagging of your deck/balcony;
  - b. Cracks or separation where your deck/balcony connects to the building itself;
  - c. Sagging or soft spots in any areas of your deck/balcony;
  - d. Cracks, holes or missing pieces of your deck/balcony;
  - e. Rust stains or abnormal water ponding on your deck/balcony;
  - f. Obstructed or poorly functioning drains (if any); or
  - g. Loose or unstable handrails on your deck/balcony or damage to handrails.
  - h. Any other observed defects or potentially hazardous conditions with respect to the deck/balcony.
- C. If any of the above conditions are observed, do not use your deck/balcony and contact the property management office immediately.
- D. In addition, to maintain the integrity of your deck/balcony's surface, do not use solvents, alcohol or paint or lacquer thinner to clean your deck/balcony and do not damage the balcony or any part of the balcony when moving large plants, patio furniture, and the like.
- E. EXTERIOR WALKWAYS/ENTRY LANDINGS. To prevent overloading of exterior walkways and entry landings, residents and guests are prohibited from congregating in these areas.
- F. COMPLIANCE. Complying with this addendum will help maximize enjoyment of your deck/balcony and help prevent adverse consequences or unsafe conditions that may result from improper use of your deck/balcony. If you have any questions regarding this addendum, please contact the property management office or call the phone number shown in your Lease. If you fail to comply with this addendum, you can be held responsible for damage to the dwelling as well as personal injuries that may result. The terms of this addendum are in addition to, and without limitation upon, the terms of the lease.
- G. ACKNOWLEDGEMENT.
  - a. Resident acknowledges that Resident has received and read this addendum in its entirety as the provisions therein specifically relate to balcony or patio restrictions. Resident agrees to abide by all terms and conditions of the Lease



Addendum, including, but not limited to, restrictions and terms governing any balcony or patio located on the Leased Premises.

- b. To the maximum extent permitted by law, resident agrees to forever release Owner and Owner's Representative and affiliates, and their respective agents, employees and agents (together, "Owner parties"), and to defend, indemnify and hold harmless Owner parties, from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, reasonable attorney's fees at both the trial and appellate levels, that arise out of or are based upon any breach by resident of the provision of this addendum.
- c. Resident shall provide Owner or Owner's Representative with prompt notice of any observation defects or other similar potentially hazardous conditions with respect to the balcony or patio located at the premises.

**Resident(s):** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

**Owner or Owner's Representative:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_

