**SP&P Residential Lease Agreement**

This LEASE AGREEMENT is made and entered on the effective date of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Lathan Pilcher, hereinafter referred to as "Landlord", and to the person(s) listed below, hereinafter referred to as "Tenant".

**1. PROPERTY.** Landlord, upon the terms and conditions in this lease agreement, leases to Tenant the following property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
 (Street Name, City, State, and Zip Code)

Tenant 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (Printed Name) (Signature)

Tenant 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (Printed Name) (Signature)

Tenant 3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 (Printed Name) (Signature)

**2. TERM.** This agreement will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Start Date") and will terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Termination Date"). At this time, the Lease Agreement shall automatically renew each month unless terminated in writing. Tenant is required to give Landlord written notice of at least one month (30 days) prior to his/her moving date. Notice must be given on the first day of a month. If notice is given after the first day of the month, the one month (30 day) notice will not start until the following month. **The notice must be one full calendar month starting on the first day of a month.** Rent may be increased at any time after first year.  **The security deposit cannot be used for rent.**
**3. RENT.** Tenant will pay to Landlord rent payments of $\_\_\_\_\_\_\_\_\_\_\_\_\_ on the **first** of each calendar month. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord.
**•** **LATE RENT.** Any rent not paid on or before the first of each calendar month is delinquent. Tenant agrees to pay a late charge of **$20.00** for each day Landlord has not received rent after the first of the month, regardless of cause, including dishonored checks. Time is of the essence.
**•** **DISHONORED CHECKS.** An additional Service Charge of **$50.00** will be paid to Landlord for all dishonored checks.
**• FAILURE TO PAY.** Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.
**• PAYMENT OPTIONS.** Payment of rent via Cash App is strongly preferred. Tenant can send rent payments to **$rv9876** on Cash App.Payment of rent may be made by check until the first check is returned unpaid. Rent must then be made by Cash App, cashier's check, money order, certified check, or cash. Rent may be mailed through the United States Postal Service at Tenant's risk. Any rents lost in the mail or not received on or before the first of the month will be treated as if unpaid until received by Landlord. Tenant agrees to submit rent payments by one of the methods above.
**• ASSIGNING LEASE.** Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as named in paragraph 1 above without first obtaining written permission from Landlord and paying the appropriate surcharge. It is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant.
**• PARTIAL PAYMENTS.** The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore given or commenced under state law. Acceptance of partial rent due or late payments does not create a custom nor constitute a continuing waiver of the obligation to pay on time
**4. SECURITY DEPOSIT**. At the time of signing this agreement, Tenant must deposit with Landlord the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Security Deposit") to bind Tenant's pledge of full compliance with the terms of this agreement. Tenant must give Landlord at least thirty (30) days' written notice of termination of tenancy before Landlord is obligated to refund or account for the Security Deposit. **Security Deposit cannot be used to pay rent.** Any damages not previously reported as required in Exhibit "B" will be repaired at Tenant's expense.
**Release of the SECURITY DEPOSIT, at the Option of the Landlord, is subject to the following provisions: A.** The full term of the Agreement has been completed. **B.** No damage to the premises, buildings, or grounds is evident. **C.** The entire dwelling, appliances, closets, and cupboards are clean and free from insects; the refrigerator is defrosted and clean; the range is clean, including the racks and broiler pan; the insides and outsides of all windows are cleaned; no debris or rubbish has been left at the property; and everything is clean and odorless. **D.** All unpaid charges have been paid including, but not limited to, late charges, pet charges, delinquent rents, etc. **E.** All keys have been returned. **F.** A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto or personally given to; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant. **G.** It is the tenant's responsibility to call, make arrangements, and be at residence to let meter readers in for final reading on electric. If Landlord has to do this, there is a $50 charge for each utility.
**5. PETS.** PETS ARE NOT ALLOWED WITHOUT WRITTEN PERMISSION FROM LANDLORD. All pets on the property not registered under this Lease shall be presumed to be strays and will be removed from the property by the appropriate agency as prescribed by law. A Pet Agreement, if applicable, is attached hereto as Exhibit "C". If pets are allowed by the landlord, a **$300** non-refundable pet deposit will be held per pet. There is a two pet maximum. **6. APPLIANCES/FURNITURE.** Appliances or furniture in the unit at date of lease per the attached Exhibit "A" are loaned, not leased, to Tenant. Maintenance of appliances or furniture is the responsibility of Tenant who will keep them in good repair.  **7. UTILITIES.** Tenant shall be responsible for all utilities and services incurred in connection with the Property. This includes, but is not limited to, water, sewer, telephone, electricity, garbage services, and other bills incurred during the term of this Lease. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security Deposit upon termination of this Agreement. Before signing this Agreement, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.  **8. USE OF PROPERTY/ABSENCES.** If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid, Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant there from; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.
**9. KEYS AND LOCKS.** Tenant will be given **\_\_\_\_** key(s) to the Property. If the key(s) are not returned to Landlord following termination of the Lease, Tenant shall be charged **$\_\_\_\_\_\_\_\_\_\_\_\_.**  Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's written approval prior to installation. If allowed, Tenant must provide Landlord with duplicate keys to any changed lock no later than 24 hours of installation. Tenant will be responsible for all fees and costs associated with any Tenant requests to rekey the property or install or replace a security device.
**10. SMOKE DETECTORS.** Smoke detectors in operable conditions have been installed in all bedrooms and the hallway. Tenant may be subject to civil liability for damages and attorney fees due to damage to the Property should the Tenant disconnect, intentionally damage the smoke detector, or remove the battery without immediately replacing it with a working battery. From this date on, Tenant will be required to maintain the smoke detectors and must promptly call Landlord if he/she has any questions about the smoke detectors.  **11. SMOKING.** Smoking is prohibited in the Premises. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Premises or Property due to Tenant or Tenant's visitors or guests smoking in the Premises or Property. Any violation of this policy will be seen as a breach of this contract and Landlord will be entitled to all remedies allowed by law including eviction. **12. MAINTENANCE, REPAIRS, ALTERATIONS, AND IMPROVEMENTS.** Tenant will, at all times and at Tenant's expense, maintain the Property in a clean and sanitary manner including all furniture, furnishings, and appliances therein and will surrender the same upon termination of tenancy in the same condition received. Tenant will be responsible for all damages in the Property caused by Tenant's negligence and that of their family, invitees, or guests. Tenant will immediately notify Landlord, in writing, of any problem, malfunction, or damage. Landlord believes the property is in a habitable condition until written notice to the contrary is received by Landlord.
 Except in an emergency, all maintenance and repair requests must be made in writing and delivered to Landlord. The Tenant is urged to contact the Landlord as soon as possible if any repairs are needed. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. Landlord will have expectation that the Property is in a safe and habitable condition upon entry.
 Tenant will make **no alterations or improvements to the building(s) and/or to the Property or construct any building on the Property without the prior written consent of Landlord.** Any and all alterations, changes, and/or improvements built, constructed, or placed on the inside or outside of the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on/in the Property at the expiration or earlier termination of this Agreement. Improvements include, but are not limited to, landscaping, scrubs, flowers, walkways, out buildings such as storage sheds and play-houses, installation of ceiling fans, bookshelves, shelving, light fixtures, etc. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.
 In the event Tenant hires or employs an independent contractor to complete maintenance, repairs, alterations, or improvements to the Property without written consent from Landlord, and the work and method of the contractor is found to be unsatisfactory and/or to have caused additional damage, Tenant will be responsible for the cost of redoing the work and correcting the damages.
**13. LANDLORD ACCESS TO PROPERTY.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, to supply agreed services, to show the Property to perspective buyers or tenants, or in case of emergency. Landlord has the right of emergency access to the leased premises at any time. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, 24 hour written notice will be deemed reasonable.
**14. RESIDENTIAL LANDLORD'S LIEN.** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property. Landlord may seize any nonexempt personal property if the Tenant fails to pay rent. Landlord and Tenant's rights under the Landlord's Lien are described in Texas Property Code, Chapter 54, Subchapter C. Tenant is required to reimburse Landlord for any expenses or reasonable costs associated with packing, removing, storing, and/or selling the personal property left on the Property after the property was vacated. **15. PERSONAL PROPERTY REMAINING ON PROPERTY.** It is Tenant's responsibility to remove all personal property items at the time of vacating the Property. Any items remaining on the Property may be disposed of in the trash or landfill, donated to charitable organizations, or stored and/or sold in accordance with Texas Property Code 54.045(b)-(e) by the Landlord without Tenant's consent. Tenant is required to reimburse Landlord for any expenses or reasonable costs associated with packing, removing, storing, and/or selling the personal property left on the Property after the property was vacated.
**16. REMOVAL OF PROPERTY.** Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenant's possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.
**17. PARKING AND STORAGE.** This Lease does not include or provide parking spaces for motor vehicles including, but not limited to, RV's, campers, travel trailers, motorhomes, etc. anywhere in or about the Property. No rights of storage are given by this Agreement. Landlord shall not be liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise; nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc. which may cause issue or flow into or from any part of said premises or improvements. This includes pipes, gas lines, sprinklers, and/or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. **Tenant shall have the option to purchase renter's insurance. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is to be named as additional Insured.
18. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, both Landlord and Tenant will waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Smith County, Texas. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action accrued. Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this Lease including, but not limited to, all court costs, attorney's fees, and all costs of collections. Unless specifically disallowed by law, should litigation arise hereunder, service of process thereof may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.
**19. TERMINATION UPON SALE OF PROPERTY.** Landlord may terminate this Agreement upon 30 days' written notice to Tenant that the Property has been sold. Tenant has 30 days to vacate the property or sign new lease with new owner at new owner's option.
**20. EARLY TERMINATION:** All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all **Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages, plus Tenant will be charged the cost of restoring the property to rental condition, in addition to advertising and rent losses incurred until the new resident moves in.** Tenant's liability for rent loss is limited to thirty (30) days after restoration is complete.
**21. INDEMNITY REGARDING USE OF PROPERTY.** To the extent permitted by law, Tenant agrees to indemify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent(s) from any and all liability for loss or damage to Tenant property or effects whether on the Property, garage, storerooms, or any other location in or about the Property, arising out of any cause whatsoever. Loss or damage includes, but is not limited to, rain, plumbing leakage, fire, or theft.
**22. Accommodation.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. Landlord will make reasonable accomodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a Tenant, unless undue hardship would result. It is the applicant or Tenant's responsibility to make Landlord aware of any required accommodation in writing.
**23. ENTIRE AGREEMENT.** This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy.
**24. APPLICATION.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and may subject Tenant to eviction. Landlord reserves the right to terminate the Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, discovering that information in Tenant's application is false.

In this Agreement the singular number where used will also include the plural, the masculine gender will also include the feminine, the term Landlord will include Owner or Lessor; and the term Tenant(s) will include Resident, Lessee or Renter.

**TENANT IS TO INITIAL BELOW TO SHOW AGREEMENT TO EACH STATEMENT.**

\_\_\_\_\_\_\_\_\_\_ 1. Tenant understands that pets are not allowed on the property unless Landlord gives prior written consent. A non-refundable pet deposit of $300 is required per pet. There is a two pet maximum. Tenant must complete Exhibit "C" below if he/she will have pet(s) at the property.
\_\_\_\_\_\_\_\_\_\_. Tenant stipulates, represents, and warrants that Tenant has examined the Property and accepts it "AS-IS," the Property being currently in good order, repair, and in a safe, clean, and tenantable condition. Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property.
\_\_\_\_\_\_\_\_\_\_. Tenant agrees to return the Property in "moving-in clean" condition, or to pay a special cleaning charge of $185.00 upon vacating the premises. The charge will be billed to Tenant if he/she prefers to have everything cleaned for him/her. Everything cleaning costs are in addition to cleaning charge.
\_\_\_\_\_\_\_\_\_\_. Tenant(s) have personally checked the smoke alarms in the unit which are provided and find them to be in working order. Tenant understands that the law requires him/her to maintain the smoke alarms and keep fresh batteries in the mechanism. Tenant's failure to do so absolves the Landlord or agent from any responsibility for losses due to Tenant's non-compliance with the law or malfunction of the alarm.
\_\_\_\_\_\_\_\_\_\_. Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease including, but not limited to**, $10.00** for each Notice to Pay, Notice to Quit, or other notice mailed or delivered by Landlord to Tenant due to Tenant's non-payment of rent, all court costs, attorney's fees, and all costs of collection.
\_\_\_\_\_\_\_\_\_\_. Tenant agrees to keep the dwelling clean and sanitary and to remove garbage and trash as it accumulates. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, mechanical systems, etc. Tenant specifically agrees that he/she will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse, or neglect. Tenant is responsible for all glass, screen, and storm door repairs.
\_\_\_\_\_\_\_\_\_\_. Tenant agrees to operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other appliances in a reasonable and safe manner.
\_\_\_\_\_\_\_\_\_\_. Tenant agrees to promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal, and other authorities. However, Tenant will not by this provision be allowed to make alterations to the exterior of the building or alterations of a structural nature. Tenant must take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
\_\_\_\_\_\_\_\_\_\_. No water beds permitted without written permission from Landlord.
\_\_\_\_\_\_\_\_\_\_. Tenant assures that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
\_\_\_\_\_\_\_\_\_\_. Tenant agrees to conduct himself or herself, his/her family, friends, guests, and visitors in a manner which will not disturb others.
\_\_\_\_\_\_\_\_\_\_. Tenant will allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, to show the property to someone else at reasonable hours, for pest control, maintenance estimates, to serve legal notice(s), or emergencies. Tenant authorizes unannounced access to the premises anytime rent is late, or this Agreement is terminated.
\_\_\_\_\_\_\_\_\_\_. Tenant agrees to comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.

Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law. All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure to exercise by Landlord of any right shall not act as a waiver of any other rights.

This Lease and occupancy of the Property is binding, individually and severally, on each person(s) specifically named and who signs this Lease, regardless of the named person's occupancy of the Property:

**Authorized Tenants/Occupants:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Tenant was asked if he/she could speak, read and understand English. He/she was told that signing below would indicate that they understood what they were signing and that he/she did speak and read English. **YOU SHOULD READ AND UNDERSTAND THIS LEASE, AS IT IS A LEGAL AND BINDING CONTRACT.** **Signing below means you have read the Lease, are in full agreement with it, and have received a copy of the contract.**

Date of Acceptance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address to be rented: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_
 (Printed Name) (Signature) (Date)

Tenant 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_
 (Printed Name) (Signature) (Date)

Tenant 3 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_
 (Printed Name) (Signature) (Date)

Landlord, Property Manager, or Agent
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_
(Printed Name) (Signature) (Date)

**EXHIBIT "A"**

The following appliances and/or furniture are on loan to Tenant for the period of Tenant's rental agreement or lease on the following basis: Tenant agrees, by the signing of this agreement, that all appliances and/or furniture herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenant agrees to maintain said appliances and/or furniture in good working order at his/her expense. If tenant fails to pay rent by the first day of the month, the landlord/manager or his representative may enter building and remove appliances or furniture belonging to Landlord without giving tenant advance notice.

**APPLIANCES AND/OR FURNITURE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   |  Furniture Description |  Appliance Number or Item |  Condition |  Location |
|  1 |  Refrigerator  |   |  good |  Kitchen |
|  2 |  Stove |   |  good |  Kitchen |
|  3 |  Microwave |   |  good |  Kitchen |
|  4 |  Water Heater |   |  |  |
|  5 |   |   |   |   |
|  6 |   |   |   |   |
|  7 |   |   |   |   |
|  8 |   |   |   |   |
|  9 |   |   |   |   |
|  10 |   |   |   |   |

Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT "B"**

Tenant agrees that, by initialing on the lines below, he/she has inspected the Property and states that the Property is in satisfactory condition, free of defects, except as noted in the “Comments” section below. Tenant may use the back of this page if he/she needs more space. Tenant agrees that failure to complete Exhibit B within three (3) days after Tenant takes possession shall be conclusive proof that there were no defects in the propery.

**LIVING ROOM: BEDROOMS:**\_\_\_\_\_\_\_\_\_\_ Flooring \_\_\_\_\_\_\_\_\_\_ Flooring
\_\_\_\_\_\_\_\_\_\_ Ceiling/Ceiling Fan \_\_\_\_\_\_\_\_\_\_ Ceiling/Ceiling Fan
\_\_\_\_\_\_\_\_\_\_ Walls \_\_\_\_\_\_\_\_\_\_ Walls
\_\_\_\_\_\_\_\_\_\_ Door/Lock \_\_\_\_\_\_\_\_\_\_ Door/Lock
\_\_\_\_\_\_\_\_\_\_ Closet \_\_\_\_\_\_\_\_\_\_ Closet
\_\_\_\_\_\_\_\_\_\_ Window/Window Coverings \_\_\_\_\_\_\_\_\_\_ Window/Window Coverings
\_\_\_\_\_\_\_\_\_\_ Lights/Light Switches \_\_\_\_\_\_\_\_\_\_ Lights/Light Switches
\_\_\_\_\_\_\_\_\_\_ Electrical Outlets \_\_\_\_\_\_\_\_\_\_ Electrical Outlets

**BATHROOMS: KITCHEN:**\_\_\_\_\_\_\_\_\_\_ Flooring \_\_\_\_\_\_\_\_\_\_ Flooring
\_\_\_\_\_\_\_\_\_\_ Ceiling/Ceiling Fan \_\_\_\_\_\_\_\_\_\_ Ceiling
\_\_\_\_\_\_\_\_\_\_ Walls \_\_\_\_\_\_\_\_\_\_ Walls
\_\_\_\_\_\_\_\_\_\_ Toilet \_\_\_\_\_\_\_\_\_\_ Oven/Stove/Vent Hood
\_\_\_\_\_\_\_\_\_\_ Shower/Bathtub \_\_\_\_\_\_\_\_\_\_ Refrigerator
\_\_\_\_\_\_\_\_\_\_ Sink/Faucet \_\_\_\_\_\_\_\_\_\_ Microwave
\_\_\_\_\_\_\_\_\_\_ Cabinets \_\_\_\_\_\_\_\_\_\_ Dishwasher
\_\_\_\_\_\_\_\_\_\_ Door/Lock \_\_\_\_\_\_\_\_\_\_ Sink/Faucet/Disposal
\_\_\_\_\_\_\_\_\_\_ Window/Window Coverings \_\_\_\_\_\_\_\_\_\_ Countertops
\_\_\_\_\_\_\_\_\_\_ Vent \_\_\_\_\_\_\_\_\_\_ Cabinets
\_\_\_\_\_\_\_\_\_\_ Lights/Light Switches \_\_\_\_\_\_\_\_\_\_ Drawers
\_\_\_\_\_\_\_\_\_\_ Electrical Outlets \_\_\_\_\_\_\_\_\_\_ Pantry

**MISCELLANEOUS:**  \_\_\_\_\_\_\_\_\_\_ Door/Lock
\_\_\_\_\_\_\_\_\_\_ All Smoke Detectors \_\_\_\_\_\_\_\_\_\_ Window/Window Coverings
\_\_\_\_\_\_\_\_\_\_ Thermostat/AC/HVAC \_\_\_\_\_\_\_\_\_\_ Lights/Light Switches
\_\_\_\_\_\_\_\_\_\_ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ Electrical Outlets

Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **EXHIBIT "C"** - **PETS.**

1. Landlord agrees Tenant is permitted to keep the pets listed below at the following property:
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Street Name City State Zip Code

Pet Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Weight: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Service Animal? \_\_\_\_\_ Yes \_\_\_\_\_ No

Pet Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Breed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Sex: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Age: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Weight: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Service Animal? \_\_\_\_\_ Yes \_\_\_\_\_ No

No other pets are allowed on the Premises without the prior written consent of the Landlord.
2. Tenant agrees to the following terms:
 a. Tenant shall be responsible for Tenant's Pet at all times.
 b. Tenant will take all reasonable action to prevent Tenant's Pet from creating a nuisance, annoyance, and disturbance to the other tenants and neighbors.
 c. Tenant's Pet will be kept inside the Premises and will not be left unattended for an undue amount of time. Tenant's Pet will be under the full control of Tenant at all times and is allowed outside the Premises only if restrained on a leash.
 d. Tenant will clean up and properly dispose of all pet waste inside and outside the Premises including any and all common areas.
 e. Tenant will comply with all applicable community association rules, statutes, local ordinances, rules, and regulations.
3. Tenant shall be liable for any and all damage, loss, or injury caused by Tenant's Pet. Tenant will pay all costs to repair, clean, or replace any damage to the Premises including, but not limited to, carpets, floors, tiles, walls, doors, screens, windows, blinds, drapes, cabinets, landscaping, and fences.
4. Tenant will pay a one time pet deposit of $300 per pet. Tenant agrees and understands the pet deposit is non-refundable and that there is a two pet limit.
5. Tenant shall indemnify, hold harmless, and defend Landlord against any and all liabilities, judgments, actions, suits, costs, expenses, losses, or claims by third parties for injury to a person or damage to a property caused by Tenant's Pet.
6. Tenant agrees to remove Tenant's Pet immediately and permanently upon Landlord's written demand if Landlord determines Tenant has violated any of the rules listed above.

SIGNATURES

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Tenant Date

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Second Tenant (if applicable) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Landlord Date