



# RESIDENTIAL LEASE FOR A MULTI-FAMILY PROPERTY UNIT

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**1. PARTIES:** The parties to this lease are:

the owner of the Unit, Landlord,: Riverrun Properties, LLC  
\_\_\_\_\_; and  
Tenant(s): Ernest Castillo, Ricarda Castillo, Ernest Castillo Jr.  
\_\_\_\_\_.

**2. PROPERTY:** Landlord leases to Tenant the following Unit Number #7 located at:

Address: 403 Terrell Ave.  
in Bexar County, Texas, together with the following non-real-property  
items: Refrigerator, Stove, 2 window units  
\_\_\_\_\_.

The Unit and the non-real-property are collectively called the "Unit". "Property" refers to the real property on which the Unit is located including, but not limited to, the building and common areas.

**3. TERM:**

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: August 25, 2023 Expiration Date: August 31, 2024

B. Delay of Occupancy: Tenant must occupy the Unit within 5 days after the Commencement Date. If Tenant is unable to occupy the Unit by the 5th day after the Commencement Date because of construction in the Unit or a prior tenant's holding over of the Unit, Tenant may terminate this lease by giving written notice to Landlord before the Unit becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

**4. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 4B applies only if the lease renews on a month-to-month basis. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: (Check only one box.)

- (1) 30 days before the Expiration Date.
- (2) \_\_\_\_\_ days before the Expiration Date.

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

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B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*

- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Unit before the termination date.
- (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

**5. RENT:**

A. Monthly Rent: The monthly rent is \$ 750.00. Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

- (1) the first day of each month during this lease.
- (2) \_\_\_\_\_.

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent. Tenant will pay first month's rent made payable to  Landlord or  Listing Broker or  Property Manager. The first month's rent is due and payable not later than September 1, 2023 by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.

B. Prorated Rent: The prorated rent of \$ 175.00 is due on or before August 25, 2023 by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.

C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

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

**Notice: Place the address, Unit number and Tenant's name on all payments.**

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*:  
 cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord. Landlord  may or  may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.
- (4) Landlord  requires  does not require Tenant(s) to pay monthly rents by one payment.
- (5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

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E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

**6. LATE CHARGES:**

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

- (1) an initial late charge equal to (*check one box only*):  (a) \$ \_\_\_\_\_ ; or  (b) 10.000 % of one month's rent; and
- (2) additional late charges of \$ 5.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

***§92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.***

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ 50.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS:** Regardless of any notation on a check, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, animal charges, and then to rent.

**9. ANIMALS:**

A. Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal in the Unit (including but not limited to any mammal, reptile, bird, fish, rodent, or insect). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.

B. If Tenant violates this Paragraph 9 or any agreement to keep a animal in the Unit, Landlord may take all or any of the following action:

- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;
- (2) charge Tenant, as additional rent, an initial amount of \$ 400.00 and \$ 10.00 per day thereafter per animal for each day Tenant violates the animal restrictions;
- (3) remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
  - (a) remove any unauthorized animal;
  - (b) exterminate the Unit for fleas and other insects;
  - (c) clean and deodorize the Unit's carpets and drapes; and
  - (d) repair any damage to the Unit caused by the unauthorized animal.

C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

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**10. SECURITY DEPOSIT:**

- A. **Security Deposit:** On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ 750.00 by (select one or more):  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. **Interest:** No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. **Refund:** Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

**Notices about Security Deposits:**

- (1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
- (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Unit and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.

**D. Deductions:**

- (1) Landlord may deduct reasonable charges from the security deposit for:
  - (a) damages to the Unit and Property, excluding normal wear and tear, and all reasonable costs associated to repair the Unit and Property;
  - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Unit;
  - (c) unpaid or accelerated rent;
  - (d) unpaid late charges;
  - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Unit as required by this Lease;
  - (f) unpaid pet charges;
  - (g) replacing unreturned keys, garage door openers, security devices, or other components;
  - (h) the removal of unauthorized locks or fixtures installed by Tenant;
  - (i) Landlord's cost to access the Unit if made inaccessible by Tenant;
  - (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Unit on the Commencement Date);
  - (k) packing, removing, and storing abandoned property;
  - (l) removing abandoned or illegally parked vehicles;
  - (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
  - (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
  - (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
  - (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;

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- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Unit and Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

**11. UTILITIES:**

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Unit (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: Landlord pays no utilities. Landlord will bill tenant on a prorated basis for monthly water/wastewater expense.

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

- B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.
- C. Tenant authorizes all utility service providers to release to Landlord information concerning connections, disconnections, and charges.

**Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Unit and are adequate for Tenant's use.**

**12. USE AND OCCUPANCY:**

A. Occupants: Tenant may use the Unit as a private residence only. The only persons Tenant may permit to reside in the Unit during the term of this lease are *(include names and ages of all occupants)*: \_\_\_\_\_

B. Phone Numbers: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) not later than 5 days after a change.

C. HOA Rules: This Property  is or  is not a part of an HOA. \_\_\_\_\_

*(Include the name of the HOA if there is one.)* Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following in the Unit, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Unit to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Unit. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.

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- E. Guests: Tenant may not permit any guest to stay in the Unit longer than the amount of time permitted by any owners' association rule or restrictive covenant or 3 consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.
- F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts). If Tenant uses any of the common areas, Tenant shall exercise reasonable care, not damage the common areas, and keep the common areas clean and sanitary.
- G. Property Rules: Landlord may adopt rules to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend the rules. Tenant agrees to comply with the rules as they may be amended. Exceptions or waivers must be authorized by Landlord in writing.

**13. PARKING RULES:**

A. Parking Type:

- (1) Common Parking: Tenant may park no more than 2 vehicles (cars, motorcycles, and passenger trucks) on the Property in the common parking areas located on the Property.
- (2) Assigned Parking: Tenant's assigned parking areas are identified as follows: \_\_\_\_\_

Only one vehicle may be parked in each assigned parking space. Each month, on or before the date rent is due under the Lease, Tenant will pay additional rent of \$ \_\_\_\_\_ for the assigned parking. Tenant may not assign, sublet, or trade any assigned parking space or area.

- B. Tenant may not use any parking spaces or areas on the Property for any boat, trailer, recreational vehicle, all terrain vehicle, jet ski, or any other type of personal property.
- C. Tenant's guests, patrons or invitees may park only in those areas designated by Landlord for Tenant's guests, patrons, or invitees.
- D. Landlord may, but is not obligated to, institute controlled-access systems to the parking areas, including but not limited to systems such as vehicle identification stickers, license numbers, or controlled-access devices. At the time the lease ends, Tenant must return all access devices to Landlord.
- E. In accordance with applicable state and local laws, the Landlord may tow, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule.
- F. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

**14. ACCESS BY LANDLORD:**

- A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign in the Unit during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior and exterior photographs or images of the Unit and use the photographs or images in any advertisements to lease or sell the Unit or Property.

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- B. **Access:** Before accessing the Unit, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Unit at reasonable times without notice to make repairs or to show the Unit to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Unit at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Unit's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.
- C. **Trip Charges:** If Landlord or Landlord's agents have made prior arrangements with Tenant to access the Unit and are denied or are not able to access the Unit because of Tenant's failure to make the Unit accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area within the Property), Landlord may charge Tenant a trip charge of \$ 35.00 .
- D. **Keybox:** A keybox is a locked container placed on the Unit holding a key to the Unit. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Unit, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.
  - (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place a keybox near the Unit containing a key to the Unit:
    - (a) during the last 30 days of this lease or any renewal or extension; and
    - (b) at any time Landlord lists the Unit for sale with a Texas licensed broker.
  - (2) Tenant may withdraw Tenant's authorization to place a keybox near the Unit by providing written notice to Landlord and paying Landlord a fee of \$ 750.00 as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Unit available for showings as stated in Paragraph 14B.
  - (3) If Landlord or Landlord's agents denied or are not able to access the Unit after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
  - (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

**15. MOVE-IN CONDITION:**

- A. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.
- B. Landlord makes no express or implied warranties as to the Unit's or Property's condition. Tenant has inspected the Unit and Property and accepts the unit **AS-IS** provided that Landlord: Residential inventory and condition form must be returned to our office or tenants understand property will be considered to have been Continued... See Addendum Landlord Warranties 1
- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Unit, and deliver it to Landlord within \_\_\_\_\_ days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Unit will be deemed to be free of damages, unless otherwise

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expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

**16. MOVE-OUT:**

A. Move-Out Condition: When this lease ends, Tenant will surrender the Unit in the same condition as when received, normal wear and tear excepted. Tenant will leave the Unit in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Unit.

B. Definitions:

(1) "*Normal wear and tear*" means deterioration that occurs without negligence, carelessness, accident, or abuse.

(2) "*Surrender*" occurs when all occupants have vacated the Unit, in Landlord's reasonable judgment, and one of the following events occurs:

- (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
- (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.

(3) "*Abandonment*" occurs when all of the following occur:

- (a) all occupants have vacated the Unit, in Landlord's reasonable judgment;
- (b) Tenant is in breach of this lease by not timely paying rent; and
- (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Unit by affixing it to the outside of the main entry door, stating that Landlord considers the Unit abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Personal Property Left After Move-Out:

(1) If Tenant leaves any personal property in the Unit of Property after surrendering or abandoning the Unit Landlord may:

- (a) dispose of such personal property in the trash or a landfill;
- (b) give such personal property to a charitable organization; or
- (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.

(2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Unit after surrender or abandonment.

**17. UNIT AND PROPERTY MAINTENANCE:**

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Unit clean and sanitary and use the Property only in ways that are sanitary, clean and non-disruptive;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Unit on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition in the Unit;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;

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- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, except as required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers to the Unit and how to switch the valve or breakers off at appropriate times to mitigate any potential damage; and
- (12) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (13) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law,  Tenant  Landlord will water the yard at reasonable and appropriate times including but not limited to the following times: \_\_\_\_\_

\_\_\_\_\_. Other than watering, the yard will be maintained as follows:

- (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- (b) Tenant, at Tenant's expense, will maintain the yard.
- (c) Tenant will maintain in effect a scheduled yard maintenance contract with:  a contractor who regularly provides such service;  \_\_\_\_\_

C. Prohibitions: If Tenant installs any fixtures in the Unit, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or Unit or any of Landlord's personal property from the Unit or Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture in the Unit;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property or in the Unit such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property or in the Unit;
- (11) cause or allow any lien to be filed against any portion of the Property; or

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(12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Unit.

D. **Failure to Maintain:** If Tenant fails to comply with this Paragraph 17 Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

E. **Smoking:** Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family, or occupants is  permitted  not permitted in the Unit or Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur in the Unit or Property, Tenant will be in default and:

(1) Landlord may exercise Landlord's remedies under Paragraph 27; and

(2) Landlord may deduct from the security deposit damages to the Unit or Property caused by smoking, including, but not limited to stains, burns, odors, and removal of debris.

**18. REPAIRS:** (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. **Repair Requests:** All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Unit that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at (210)479-1616. Ordinarily a repair to the heating and air conditioning system is not an emergency.

B. **NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and materials). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

C. **Completion of Repairs:**

(1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.

(2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

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**D. Payment of Repair Costs:**

- (1) Except as otherwise specified in this lease, Landlord will pay to repair or remedy conditions in the Unit in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
  - (a) heating and air conditioning systems;
  - (b) water heaters; or
  - (c) water penetration from structural defects.
  
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
  - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
  - (b) damage to doors, windows, and screens;
  - (c) damage from windows or doors left open;
  - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Unit;
  - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
  - (f) the following specific items or appliances: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E. Trip Charges:** If a repair person is unable to access the Unit after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

**F. Advance Payments and Reimbursements:** Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

**19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:**

- A. Subchapter D, Chapter 92, Property Code requires the Unit to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Unit or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.
- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Unit in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

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- 20. **SMOKE ALARMS:** Subchapter F, Chapter 92, Property Code requires the Unit to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.
  
- 21. **LIABILITY:** Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property or Unit, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property or Unit.
  
- 22. **HOLDOVER:** If Tenant fails to vacate the Unit at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.
  
- 23. **RESIDENTIAL LANDLORD'S LIEN:** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Unit or on the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.
  
- 24. **SUBORDINATION:** This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Unit or Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Unit or Property.
  
- 25. **CASUALTY LOSS OR CONDEMNATION:** Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Unit and Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Unit or Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Unit is a casualty loss.
  
- 26. **SPECIAL PROVISIONS:** *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)* **Landlord will NOT pay garbage disposal stoppage by foreign objects found in disposal unit, i.e. bones, jewelry, utensils, nails and other objects not meant for normal use of the disposal, as well as grease build up causing the clogging of any lines. The same applies for sinks, toilets and shower drains.**  
**Baby wipes or flushable wipes are not allowed, due to the damages they cause to the system.**

**A \$75 charge will be assessed for any notices posted at the property related to lease violations including but not limited to late rent.**

**A \$100 rental increase for month-to-month leases.**

**Utilities must be placed in tenants name upon move in date (If applicable), if not then the tenant will be charged a fee of \$150 in addition to the utility bill balance.**

**Continued... See Addendum Special Provisions 2**

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**27. DEFAULT:**

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and:
  - (1) Landlord may terminate Tenant's right to occupy the Unit by providing Tenant with at least one day written notice to vacate;
  - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
  - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code;
  - (4) all unpaid amounts, including judgements, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
  - (5) Tenant will be liable for:
    - (a) any lost rent;
    - (b) Landlord's cost of reletting the Unit including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Unit;
    - (c) repairs to the Unit for use beyond normal wear and tear;
    - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
    - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
    - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Unit in breach of this lease, Landlord may deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Unit to acceptable tenants and reducing Tenant's liability accordingly.

**28. EARLY TERMINATION:** This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

- A. Special Statutory Rights: Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.
  - (1) Military: If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. Section 92.017, Property Code governs the rights and obligations of the parties under this paragraph.
  - (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Unit. Section 92.016, Property Code

Residential Lease concerning: 403 Terrell Ave., ,

governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co- occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.

- (3) **Sex Offenses or Stalking:** Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

**B. Assignment, Subletting and Replacement Tenants:**

- (1) Tenant may not assign this lease or sublet the Unit without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Unit, Tenant will pay Landlord:
  - (a) if Tenant procures the assignee, subtenant, or replacement tenant:
    - (i) \$ \_\_\_\_\_.
    - (ii) 100.000 % of one month's rent that the assignee, subtenant, or replacement tenant is to pay.
  - (b) if Landlord procures the assignee, subtenant, or replacement tenant:
    - (i) \$ \_\_\_\_\_.
    - (ii) 100.000 % of one month's rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

**29. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

**30. REPRESENTATIONS:** Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

**31. ADDENDA:** Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Addendum Regarding Rental Flood Disclosure | <input type="checkbox"/> Residential Lease Guaranty                             |
| <input checked="" type="checkbox"/> Addendum Regarding Lead-Based Paint        | <input type="checkbox"/> Landlord's Rules & Regulations                         |
| <input checked="" type="checkbox"/> Inventory & Condition Form                 | <input type="checkbox"/> Owners' Association Rules                              |
| <input type="checkbox"/> Landlord's Additional Parking Rules                   | <input type="checkbox"/> Agreement Between Brokers                              |
| <input type="checkbox"/> Animal Agreement                                      | <input checked="" type="checkbox"/> Residential Lease Application               |
| <input type="checkbox"/> Mold Remediation Consumer Protection                  | <input checked="" type="checkbox"/> <b>Information About Brokerage Services</b> |
| <input checked="" type="checkbox"/> Bed Bug Addendum                           | <input type="checkbox"/> _____  |

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**32. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.)*:

Tenant at the Unit and a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Fax/E-mail: \_\_\_\_\_  
Fax/E-mail: \_\_\_\_\_

Landlord c/o:  
**Stonewall Property Group**  
**4737 Shavano Oak Suite 105**  
**San Antonio, TX 78249**  
Fax/E-mail: **office@stonewallpropertygroup.com**  
Fax/E-mail: **210-479-1614**

**33. AGREEMENT OF PARTIES:**

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. Severable Clauses: Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without the assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

**34. INFORMATION:**

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Unit; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Unit's and Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Unit or Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.

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Residential Lease concerning: 403 Terrell Ave. , ,

- E. Landlord is not obligated to respond to any request for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. *(Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.)* Tenant authorizes Landlord to disclose personal information about Tenant and Tenant's rental history for law enforcement and governmental purposes.
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Unit at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. *(Do not insert Tenant or Occupant names below.)*

Name: Laurisa Hernandez Phone: (210)982-5255  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
  - (1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
  - (2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.

H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see [www.txdps.state.tx.us](http://www.txdps.state.tx.us) under online services). For information concerning past criminal activity in certain areas, contact the local police department.

I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.

J. Landlord's broker, William T. Wheeler,  
 will  will not act as the property manager for landlord. If property is not managed by above-named broker, Property will be managed by  Landlord or  property manager for Landlord:  
 Name of property manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

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Residential Lease concerning: 403 Terrell Ave., ,

**K. This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.**

08/24/2023 Date  
Landlord **Riverrun Properties, LLC**

ERNEST CASTILLO Date  
Tenant **Ernest Castillo**

Landlord Date

RICARDA CASTILLO 08/24/2023 Date  
Tenant **Ricarda Castillo**

Or signed for Landlord under written property management agreement or power of attorney:

ERNEST CASTILLO JR. 08/24/2023 Date  
Tenant **Ernest Castillo Jr.**

By: Shandi Azar Date

Tenant Date

**Shandi Azar**  
Broker's Associate's Printed Name

**William T. Wheeler** **464095**  
Broker's Printed Name License No.

*For Landlord's Use:*

On \_\_\_\_\_ \* (date), Landlord provided a copy of the lease, signed by all parties, to at least one Tenant by  mail  e-mail  fax  in person.

*\*Note: Landlord must provide at least one copy of the lease to at least one Tenant no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*

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**ADDENDUM**

PROPERTY: 403 Terrell Ave. , ,

**1) Landlord Warranties**

**perfect condition at move in.**

**2) Special Provisions**

**During the entire occupancy, tenant agrees to obtain liability insurance for insurance casualties such as fire, water damages and theft. A copy of such binder must be provided by tenant to Stonewall, listing us and Landlord as an additionally interested party.**

**A \$100 charge will be assessed if you receive a lease violation.**

**Lease modifications during the lease term will be \$75**

**Lock out services are not provided after business hours. Spare keys are available for pick up during regular business hours. A \$25 key deposit will be paid until the original key is returned. After hours you will need to seek locksmith services.**

Date: 08/24/2023

Authentisign  
**ERNEST CASTILLO**  
Signature

Date: 08/24/2023

Authentisign  
**RICARDA CASTILLO**  
Signature

Date: 08/24/2023

Authentisign  
**Shandi Azar**  
Signature

Date: 08/24/23

Authentisign  
**ERNEST CASTILLO JR.**  
Signature

**Addendum**



## RESIDENTIAL LEASE INVENTORY AND CONDITION FORM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2014

### INVENTORY AND CONDITION FORM CONCERNING THE PROPERTY AT 403 Terrell Ave., ,

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. **All items are presumed to be in good condition unless noted otherwise.** Test all locks, window latches, smoke alarms, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. The Landlord may also use this form upon move-out. Keep a copy for your records. *Note any defects in the items listed below.*

<u>A. Exterior Items</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Mailbox	_____	_____
Fences & Gates	_____	_____
Pool/Spa & Equip.	_____	_____
Lawn, Trees & Shrubs	_____	_____
Undgrd. Lawn Sprinkler	_____	_____
Exterior Faucets	_____	_____
Roof & Gutters	_____	_____
Siding & Paint	_____	_____
Driveway	_____	_____
Front Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Door Bell	_____	_____
Back Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Patio or Deck	_____	_____
Patio Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Other	_____	_____
Water Shut-Off Valve Located? <input type="checkbox"/> yes <input type="checkbox"/> no	Electrical Breakers Located? <input type="checkbox"/> yes <input type="checkbox"/> no	

<u>B. Garage</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceilings & Walls	_____	_____
Floor	_____	_____
Auto Door Opener	_____	_____
Safety Reversal	_____	_____
Remotes	_____	_____
Garage Doors	_____	_____
Exterior Doors & Stops	_____	_____
Storage Room	_____	_____
Other	_____	_____

<u>C. Entry</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____

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Inventory and Condition Form concerning \_\_\_\_\_

	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Microwave		
Dishwasher		
Oven		
Racks & Knobs		
Broiler & Pan		
Light Cover & Bulb		
Vent Hood		
Light & Fan		
Filter		
Garbage Disposer		
Sink & Faucet		
Refrigerator		
Shelves & Drawers		
Light Cover & Bulb		
Other		

<b>G. Halls</b>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Light Fixtures		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

<b>H. Family Room</b>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Lights & Ceiling Fans		
Windows & Screens		
Window Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Fireplace/Logs/Equip.		
Other		

<b>I. Master Bedroom (1)</b>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Lights & Ceiling Fans		
Windows & Screens		
Window Latches		
Drapes/Blinds/Shutters		

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403 Terrell Ave.

Inventory and Condition Form concerning \_\_\_\_\_

	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

J. <u>Master Bathroom (1)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors/Locks/Knobs/Stops		
Flooring		
Lights & Fans		
Windows & Screens		
Window Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets & Handles		
Countertops		
Sinks & Faucets		
Tub/Shower & Faucets		
Toilet/Lid/Seat/Paper Hldr.		
Heaters & Exhaust Fans		
Towel Fixtures		
Other		

K. <u>Bedroom (2)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Lights & Ceiling Fans		
Windows & Screens		
Window Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

L. <u>Bedroom (3)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Lights & Ceiling Fans		
Windows & Screens		
Window Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

(TXR-2006) 1-1-14

Tenants: EC, RC, EC & Landlord or Landlord's Representative: SA

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403 Terrell Ave.

Inventory and Condition Form concerning \_\_\_\_\_

P. <u>Utility Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Washer & Dryer	_____	_____
W & D Connections	_____	_____
Other	_____	_____

Q. <u>Other</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Central A/C & Heat	_____	_____
Filter	_____	_____
Thermostat	_____	_____
Window A/C Units	_____	_____
Space or Wall Heaters	_____	_____
Water Heater	_____	_____
Water Softener	_____	_____
Alarm System	_____	_____
Central Vacuum	_____	_____
Other	_____	_____

**Smoke Alarms:** No. of Units: \_\_\_\_\_ Tested?  yes  no Working?  yes  no

**Door Locks on all exterior doors tested?** (including but not limited to patio doors, door from house to garage, front door, and rear doors)  yes  no Working?  yes  no

R. <u>Number of Keys:</u>	<u>Received</u>	<u>Returned</u>	<u>Received</u>	<u>Returned</u>
Door keys:	_____	_____	Garage Door Remotes:	_____
Mailbox keys:	_____	_____	Laundry Room Keys:	_____
Security Cards:	_____	_____	Recreational Facilities Keys/Cards:	_____

**THIS FORM IS NOT A REPAIR REQUEST. SUBMIT ALL REQUESTS FOR REPAIRS SEPARATELY IN ACCORDANCE WITH YOUR LEASE. The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.**

Authentisign  
ERNEST CASTILLO 08/24/2023  
 Tenant **Ernest Castillo** Date  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Authentisign  
ERNEST CASTILLO JR.  
 Tenant **Ernest Castillo Jr.** Date  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Authentisign  
RICARDA CASTILLO 08/24/2023  
 Tenant **Ricarda Castillo** Date  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

For Landlord's Use: This form was received by Landlord on \_\_\_\_\_ (date)  
 \_\_\_\_\_ (Landlord's or Manager's signature)





### ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

#### ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 403 Terrell Ave. , ,

**A. 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 (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

**B. DISCLOSURE:**

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here:

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. TENANT'S ACKNOWLEDGEMENT:**

(1) Tenant has received copies of all information listed in Paragraph B.

(2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

**D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:**

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.

(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

**E. CERTIFICATION OF ACCURACY:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

\_\_\_\_\_  
Landlord Date  
Riverrun Properties, LLC

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

Authentisign  
Shandi Azar  
Listing Broker/Agent or Property Manager Date  
Shandi Azar

\_\_\_\_\_  
Other Broker/Agent Date

Authentisign  
ERNEST CASTILLO  
Tenant Date

Authentisign  
RICARDA CASTILLO 08/24/2023  
Tenant Date

Authentisign  
ERNEST CASTILLO JR. 08/24/2023  
Tenant Date  
Ernest Castillo Jr.

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

LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS

1. Addendum. This is an addendum to the Lease Contract for Apt. No. 403 Terrell Ave. #7 in the ... Apartments in ... Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. Reason for allocation. When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.

3. Your payment due date. Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. 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. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

4. Allocation procedures. Your monthly rent under the Lease Contract does not include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Public Utility Commission of Texas (PUC) and described below.

The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.281 of the PUC rules (check only one):

- subdivision (i) actual occupancy;
subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
subdivision (iii) average occupancy (PUC average for number of bedrooms in unit);
[X] subdivision (iv) combination of actual occupancy and square feet of the apartment; or
subdivision (v) submetered hot/cold water, ratio to total.

The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the 15 day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.

5. Common area deduction. We will calculate your allocated share of the mastermetered water/wastewater bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

6. Change of allocation formula. The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

7. Previous average. As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$ \_\_\_ per unit, varying from \$ \_\_\_ to \$ \_\_\_ for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.

8. Right to examine records. During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

9. PUC. Water allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.

10. Conservation efforts. We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

EC
RC
EC
Signatures of All Residents

Shandi Azar
Signature of Owner or Owner's Representative

**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 E: 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 house 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 §24.261(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 (a) 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.

**§ 24.270. 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 services 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, 142 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 = 2.6;
- (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.

(I) 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.





### BED BUG ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
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## ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 403 Terrell Ave. , ,

### A. REPRESENTATIONS:

- (1) Landlord is not aware of any evidence indicating the presence of bed bugs currently in the Property.
- (2) Tenant has inspected the Property and found no evidence indicating the presence of bed bugs in the Property.
- (3) Tenant represents: *(Check only one box.)*
  - (a) Tenant is not aware of any evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property.
  - (b) Tenant is aware of the following evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property: \_\_\_\_\_

Tenant further represents that Tenant's and any occupant's personal property has been treated by a licensed pest control operator and that such personal property is free from bed bugs.

### B. NOTICE: Tenant must immediately notify Landlord, in writing, if:

- (1) Tenant becomes aware or discovers evidence of the presence of bed bugs in the Property, including in any personal property within the Property; or
- (2) Tenant, an occupant, Tenant's family members, or a guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by (i) bed bugs; or (ii) any other condition or pest in the Property.

### C. TREATMENT:

- (1) If the presence of bed bugs in the Property is confirmed, Tenant must:
  - (a) allow Landlord and Landlord's agents access to the Property at reasonable times without first attempting to contact Tenant and without notice to perform bed bug inspections or treatments;
  - (b) comply with all instructions from Landlord or Landlord's agents to clean and treat the Property;
  - (c) remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property; and
  - (d) pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property as a result of the presence of bed bugs in the Property, if caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant.
- (2) All decisions regarding the selection of the licensed pest control operator and method of treatment will be at Landlord's sole discretion.

**D. LIABILITY:** Unless caused by Landlord, Landlord is not responsible to Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant for any damages, injuries, or losses to person or property caused by the presence of bed bugs in the Property. Tenant will protect, defend, indemnify, and hold Landlord and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant in connection with the presence of bed bugs in the Property.

**E. DEFAULT:** If Tenant fails to comply with this addendum, in addition to exercising Landlord's remedies under Paragraph 27 of the above-referenced lease, Tenant must immediately reimburse Landlord the amounts under this addendum for which Tenant is responsible.

(TXR-2013) 07-08-22 Landlord or Landlord's Representative: SA, \_\_\_\_\_ & Tenants: EC, RC, EC, \_\_\_\_\_ Page 1 of 2



403 Terrell Ave.

Bed Bug Addendum concerning: \_\_\_\_\_

**F. RESOURCES FOR MORE INFORMATION:** For more information about bed bugs, Tenant may visit one of the websites listed below.

Texas Department of Health and Human Services: <https://www.dshs.texas.gov/phs/bedbugs.aspx>

United States Environmental Protection Agency: <https://www.epa.gov/bedbugs>

Texas A&M Agrilife Extension: <https://citybugs.tamu.edu/factsheets/biting-stinging/bed-bugs/>

\_\_\_\_\_  
Landlord **Riverrun Properties, LLC** Date 08/24/2023

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

**Or signed for Landlord under written property management agreement or power of attorney:**

By: <sup>Authentisign</sup> Shandi Azar

Printed Name: Shandi Azar

Firm Name: \_\_\_\_\_

<sup>Authentisign</sup> ERNEST CASTILLO  
Tenant **Ernest Castillo** Date

<sup>Authentisign</sup> RICARDA CASTILLO 08/24/2023  
Tenant **Ricarda Castillo** Date

<sup>Authentisign</sup> ERNEST CASTILLO JR. 08/24/2023  
Tenant **Ernest Castillo Jr.** Date

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

**Certificate ID:** 9357E939-C942-EE11-A3F1-6045BDED1B5F

## Signing Information:

**Signing Name:** Residential Lease for a Multi-Family Property Unit - 7/22

**ID:** 9357E939-C942-EE11-A3F1-6045BDED1B5F

**Start Date:** Aug 24, 2023 04:57:40 PM CDT

**End Date:** Aug 24, 2023 05:17:33 PM CDT

**# Signers:** 4

**# Reviewers:** 0

**# CC:** 0

**Creator:** Bill Wheeler

**Email:** bwheeler@stonewallpropertygroup.com

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## Document Information:

**Document Name:** Residential Lease for a Multi-Family Property Unit - 722

**ID:** 9457E939-C942-EE11-A3F1-6045BDED1B5F

**Pages:** 18

**# Signature Blocks:** 8

**# Initial Blocks:** 68

**Document Name:** Residential Lease Inventory and Condition Form - 1114

**ID:** A357E939-C942-EE11-A3F1-6045BDED1B5F

**Pages:** 6

**# Signature Blocks:** 3

**# Initial Blocks:** 20

**Document Name:** Addendum Regarding Lead-Based Paint - 101403

**ID:** B557E939-C942-EE11-A3F1-6045BDED1B5F

**Pages:** 1

**# Signature Blocks:** 4

**# Initial Blocks:** 0

**Document Name:** Protect Your Family From Lead in Your Home Pamphlet - 321

**ID:** 5C99E13F-C942-EE11-A3F1-6045BDED1B5F

**Pages:** 20

**# Signature Blocks:** 0

**# Initial Blocks:** 0

**Document Name:** Addendum for water allocation

**ID:** 7E99E13F-C942-EE11-A3F1-6045BDED1B5F

**Pages:** 5

**# Signature Blocks:** 1

**# Initial Blocks:** 3

**Document Name:** Info Brokerage Services

**ID:** 9599E13F-C942-EE11-A3F1-6045BDED1B5F

**Pages:** 1

**# Signature Blocks:** 0

**# Initial Blocks:** 0

**Document Name:** Bed Bug Addendum - 722

**ID:** 9C99E13F-C942-EE11-A3F1-6045BDED1B5F

Certificate ID: 9357E939-C942-EE11-A3F1-6045BDED1B5F

Pages: 2

# Signature Blocks: 4

# Initial Blocks: 4

## Participant Activity:

**Name:** ERNEST CASTILLO

**Type:** Email:

**Email:** ernestcastillo18@gmail.com

**TOS/STAESP/CCD:** Accepted: Aug 24, 2023 05:09:18 PM CDT [172.56.95.160]

**EULA/TOS Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_TOS\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf)

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**Document:** Signed And Accepted: Aug 24, 2023 05:12:50 PM CDT [172.56.94.92]

**Name:** RICARDA CASTILLO

**Type:** Email:

**Email:** ernestcastillo18@gmail.com

**TOS/STAESP/CCD:** Accepted: Aug 24, 2023 05:15:37 PM CDT [35.147.91.157]

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**Document:** Signed And Accepted: Aug 24, 2023 05:16:23 PM CDT [35.147.91.157]

**Name:** ERNEST CASTILLO JR.

**Type:** Email:

**Email:** ernestcastillo18@gmail.com

**TOS/STAESP/CCD:** Accepted: Aug 24, 2023 05:16:31 PM CDT [35.147.91.157]

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**Document:** Signed And Accepted: Aug 24, 2023 05:17:23 PM CDT [35.147.91.157]

**Name:** Shandi Azar

**Type:** Email:

**Email:** office@stonewallpropertygroup.com

**TOS/STAESP/CCD:** Accepted: Aug 24, 2023 05:09:40 PM CDT [75.87.39.145]

**EULA/TOS Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_TOS\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_TOS_202106.pdf)

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**CCD Version:** [https://secure.authentisign.com/assets/files/Authentisign\\_CCD\\_202106.pdf](https://secure.authentisign.com/assets/files/Authentisign_CCD_202106.pdf)

**Document:** Signed And Accepted: Aug 24, 2023 05:06:45 PM CDT [75.87.39.145]

Certificate ID: 9357E939-C942-EE11-A3F1-6045BDED1B5F

## Consumer Consent Disclosure

By proceeding and selecting the “**I Agree**” button corresponding to the Consumer Consent Disclosure section on the Authentisign Terms of Service window you are agreeing that you have reviewed the following consumer consent disclosure information and consent to transacting business electronically, to receive notices and disclosures electronically, and to utilize electronic signatures instead of using paper documents. This electronic signature service (“**Authentisign**”) is provided on behalf of our client (“**Sender**”) who is listed with their contact information at the bottom of the Authentisign Signing Participant email (“**Invitation**”) you received. The **Sender** will be sending electronic documents, notices, disclosures to you or requesting electronic signatures from you.

You are not required to receive disclosures, notices or sign documents electronically. If you prefer not to do so, you can make a request to receive paper copies and withdraw your consent to conduct business electronically at any time as described below.

### Scope of Consent

You agree to receive electronic notices, disclosures, and electronic signature documents with all related and identified documents and disclosures provided over the course of your relationship with the **Sender**. You may at any point withdraw your consent by following the procedures described below.

### Hardware and Software Requirements

To receive the above information electronically, you will need all of the following:

- a computer or tablet device with internet access
- a working individual email address
- a supported operating system and browser from list table below

Operating System	Apple Safari	Mozilla® Firefox	Edge	Chrome
Windows 7/8/10	N/A	60 or higher	84 or higher	80 or higher
Mac OS X 10.9 or higher	13.1 or higher	60 or higher	N/A	80 or higher
Android 7.0 or higher	N/A	N/A	N/A	80 or higher
Apple - IOS 10.0 or higher	13.5 or higher	N/A	N/A	80 or higher

*JavaScript and Cookies must be enabled in the browser.*

Certificate ID: 9357E939-C942-EE11-A3F1-6045BDED1B5F
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## Requesting Paper Copies

You have the ability to download and print or download any disclosures, notices or signed documents made available to you through **Authentisign** using the document print options located within the service. **Authentisign** can also email you a copy of all documents you sign electronically. You are not required to receive disclosures, notices or sign documents electronically and may request paper copies of documents or disclosures if you prefer. If you do not wish to work with electronic documents and instead wish to receive paper copies you can contact the **Sender** through the **Authentisign** document signing interface or request paper copies by following the procedures described below. There could be fees associated to printing and delivering the paper documents.

## Withdrawal of Consent to Conduct Business Electronically

Consent to receive electronic documents, notices or disclosures can be withdrawn at any time. In order to withdraw consent you must notify the **Sender**. You may withdraw consent to receive electronic notices and disclosures and optionally electronically signatures by following the procedures described below.

## Requesting paper documents, withdrawing consent, and/or updating contact Information

To request paper copies of documents, withdraw consent to conduct business electronically and receive documents, notices, or disclosures electronically or sign documents electronically please contact the **Sender** by sending an email to **Sender's** email address located at the bottom of the **Invitation** requesting your desired action. Use one of the following email subject lines and insert the associated text into the body of the email:

- Email Subject line: "Request for Paper Documents"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.  
*Note: There could be per page and delivery fees required by the **Sender** to send the paper documents.*
- Email Subject line: "Withdraw Consent to Conduct Business Electronically"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email.
- Email Subject line: "Update Contact Information"  
Include your full name, email address, telephone number, postal address and the signing name found in the **Invitation** in the body of the email, along with the requested change(s) to your contact information