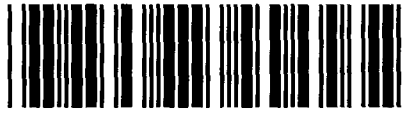


Control Number: 49370



Item Number: 9

Addendum StartPage: 0

DOCKET NO. 49370

RECEIVED

COMPLAINT OF CASSANDRA DENIS §
HARRIS AGAINST THE LANDINGS §
AT WILLOWBROOK AND REALPAGE §
UTILITY MANAGEMENT §

PUBLIC UTILITY COMMISSION 2019 AUG 19 AM 11:37
OF TEXAS PUBLIC UTILITY COMMISSION
FILING CLERK

Respondent RealPage Utility Management

COME NOW RealPage Utility Management, Inc. and The Landings at Willowbrook ("Respondents") and file this, their Answers to Commission Staff's First Request for Information ("RFI") on file herein and for such answer would show the Commission the following:

Answers to Commission Staff's RFI Questions Staff 1-1 Through 1-4

Staff 1-1: Provide a copy of Ms. Harris' lease, including any addendums.

Response 1-1:

Attached as exhibit 1-1 is Ms. Harris' lease and all addendums.

Staff 1-2: Provide the total number of dwelling units (both occupied and unoccupied) on the property for the Landings at Willowbrook.

Response 1-2:

The property has 260 total dwelling units.

Staff 1-3: Provide the total number of occupants in all dwelling units at the beginning of the month starting with the month Ms. Harris' lease began until now.

9

Response 1-3:

The lease for Ms. Harris began on October 11, 2018. This fell into the first billing period from 9/19/18 – 10/23/18. On 9/19/18, records indicate a total of 269 residents occupying 191 units. However, this information is not useful in confirming nor explaining the utility billing calculations. In order to follow §24.281(e)(3), the initial billing charges are prorated when a tenant moves in as well as the final billing when a tenant moves out are for that period. In order to accurately and fairly calculate charges for all the tenants in a given billing period, Occupancy Value Days function is utilized, taking into account the number of days that residents are occupying a unit. To determine this value, the occupancy count of a unit is multiplied by the number of days in any billing period that the unit was occupied. For example, a unit with 2 occupants in a 31-day billing period will have an Occupancy Value Days of $2 \times 31 = 62$. This way, the charges for any tenant that moved in mid-month or moved out mid-month are not billed to the full month tenants. As such, and in the interest to help explain the billing, below is a break down of all the Occupancy Value Days for each billing month from Ms. Harris' first month to now.

Resident Billing Period	Billing Days	Total Property Occupancy Value Days	Ms. Harris' Occupancy Value Days
9/19/18 – 10/23/18	35	11,982	26 (10/11/18 – 10/23/18)
10/24/18 – 11/23/18	31	10,513	62 (10/24/18 – 11/23/18)
12/18/18 – 1/17/19	31	11,539	62 (12/18/18 – 1/17/19)
1/18/19 – 2/18/19	32	10,624	64 (1/18/19 – 2/18/19)
2/19/19 – 3/19/19	29	9,675	58 (2/19/19 – 3/19/19)
3/20/19 – 4/18/19	30	10,389	60 (3/20/19 – 4/18/19)
4/19/19 – 5/29/19	41	15,088	82 (4/19/19 – 5/29/19)
5/30/19 – 6/27/19	29	10,974	58 (5/30/19 – 6/27/19)

Staff 1-4: Provide the total square footage of all dwelling units on the property.

Response 1-4:

The total square footage of all dwelling units on the property is 204,916 square feet.

Prayer for Relief

WHEREFORE, PREMISES CONSIDERED, Respondents respectfully request that the Commission issue an order dismissing this Complaint, following a review of this response and all billing records provided.

Respectfully submitted,




Jeffrey Peterson

2201 Lakeside Blvd
Richardson, TX 75082
Jeffrey.Peterson@RealPage.com

**Representative for
RealPage Utility Management, Inc., and
The Landings at Willowbrook**

CERTIFICATE OF SERVICE

I, Jeffrey Peterson – Vice President Legal Counsel, certify that a copy of this document was serviced on all parties of record in this proceeding on August 6, 2019 in the following manner: fax, hand-delivery, first class mail and/or Overnight delivery.



Jeffrey Peterson

Exhibit 1 – 1



Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: October 11, 2018
(when this Lease Contract is filled out)

Moving In — General Information

1. **Parties.** This Lease Contract ("Lease") is between you, the resident(s) (*list all people signing the Lease*):
Cassandra D. Harris

and us, the owner: Bridge Partners

(name of apartment community or title holder). You are renting Apartment No. 1423, at 7250 West Greens Rd. (street address) in Houston

(city), Texas 77064 (zip code) for use as a private residence only. The terms "you" and "your" refer to all residents listed above or, in the event of a sole resident's death, to someone authorized to act for the estate. The terms "we," "us," and "our" refer to the owner listed above and not to property managers or anyone else. *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease is the entire agreement between you and us.*

2. **Occupants.** The apartment will be occupied only by you and (*list all other occupants not signing the Lease*):
Keymaure L. Harris

—and no one else. Anyone not listed here cannot stay in the apartment for more than 3 days in one week without our prior written consent, and no more than twice that many days in any one month. *If the previous space isn't filled in, 2 days total per week will be the limit.*

3. **Lease Term.** The initial term of the Lease begins on the 11th day of October (month), 2018 (year), and ends at 11:59 p.m. the 10th day of November (month), 2019 (year). After that, this Lease will automatically renew month-to-month unless either party gives at least 60 days' written notice of termination or intent to move out as required by Par. 36. *If the number of days isn't filled in, notice of at least 30 days is required.*

4. **Security Deposit.** The total security deposit for all residents is \$ 300.00, due on or before the date this Lease is signed. This amount (*check one*): does **or** does not include an animal deposit. Any animal deposit will be designated in an animal addendum. Security-deposit refund check and any deduction itemizations will be by (*check one*):
 one check jointly payable to all residents and mailed to any one resident we choose, **or**
 one check payable to and mailed to _____
(specify name of one resident).

If neither option is checked here, the first option applies. See Par. 40 and 41 for security-deposit return information.

5. **Keys, Move-Out, and Furniture.** You'll be given 2 apartment key(s), 2 mailbox key(s), and _____ other access devices for 1. *Before moving out, you must give our representative advance written move-out notice as stated in Par. 36.* The move-out date in your notice (*check one*): must be the last day of the month, **or** may be the exact day designated in your notice. If neither option is checked here, the second applies. Any resident, occupant, or spouse who, according to a remaining resident's affidavit, has permanently moved out or is under court order not to enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices, unless authorized by court order. Your apartment will be (*check one*): furnished **or** unfurnished.

6. **Rent and Charges.** You will pay \$ 719.00 per month for rent, in advance and without demand (*check one*):
 at the onsite manager's office
 through our online payment site
 at www.thelandingsatwillowbrook.com

Prorated rent of \$ 487.06 is due for the remainder of the (*check one*): 1st month **or** 2nd month, on the _____ day of _____ (month), _____ (year).

You must pay your rent on or before the 1st day of each month (due date). There is no grace period for the payment of rent, and you agree that not paying rent on or before the 1st of each month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. We may, at our option, require at any time that you pay all rent and other sums in one single payment by any method we specify. If you don't pay all rent on or before the 3rd day of the month, you'll pay the reasonable initial late charge of \$ 50.00, plus the reasonable daily late charge of \$ 10.00 per day after that date until the amount due is paid in full. You agree that these late charges are a reasonable estimate of uncertain damages to us that are incapable of precise calculation and result from late payment of rent. Daily late charges cannot exceed 15 days for any single month's rent. We won't impose late charges until at least the third day of the month. You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus initial and daily late charges, until we receive acceptable payment. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

7. **Utilities and Services.** We'll pay for the following items, if checked: gas water wastewater electricity trash/recycling cable/satellite master antenna Internet stormwater/drainage other Pest \$2.00

You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. See Par. 12 for other related provisions regarding utilities and services.

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

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

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

If applicable, above rent amount includes garage, storage, carport. In addition to monthly charges for Trash, Pest &/or Gas, residents will be charged for monthly Administrative fees as defined in the attached addenda, and a final billing fee of \$5.00.

10. Unlawful Early Move-Out And Reletting Charge.

10.1 **Your Responsibility.** You'll be liable for a reletting charge of \$ 611.15 (not to exceed 85% of the highest monthly rent during the Lease term) if you: (A) fail to move in, or fail to give written move-out notice as required in Par. 23 or 36; (B) move out without paying rent in full for the entire Lease term or renewal period; (C) move out at our demand because of your default; or (D) are judicially evicted. *The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.*

Your Initials: C.H. Initials of Our Representative: B.B.

10.2 Not a Release. The reletting charge is neither a Lease cancellation nor a buyout fee. It is a liquidated amount covering only part of our damages—for our time, effort, and expense in finding and processing a replacement resident. These damages are uncertain and hard to ascertain—particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of our damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs as far as they can be determined. The reletting charge doesn't release you from continued liability for future or past-due rent; charges for cleaning, repairing, repainting, or dealing with unreturned keys; or other sums due.

11. Security Devices.

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

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

12. Other Utilities and Services. Television channels that are provided may be changed during the Lease term if the change applies to all residents. You may use utilities only for normal household purposes and must not waste them. If your electricity is interrupted, you must use only battery-operated lighting (no flames). You must not allow any utilities (other than cable or Internet) to be cut off or switched for any reason—including disconnection for not paying your bills—until the Lease term or renewal period ends. If a utility is submetered or prorated by an allocation formula, we'll attach an addendum to this Lease in compliance with state-agency rules. If a utility is individually metered, it must be connected in your name and you must notify the provider of your move-out date so the meter can be timely read. If you delay getting it turned on in your name by the Lease's start date or cause it to be transferred back into our name before you surrender or abandon the apartment, you'll be liable for a \$ 50.00 charge (not to exceed \$50 per billing period), plus the actual or estimated cost of the utilities used while the utility should have been billed to you. If you're in an area open to competition and your apartment is individually metered, you may choose or change your retail electric provider at any time. If you qualify, your provider will be the same as ours, unless you choose a different provider. If you do choose or change your provider, you must give us written notice. You must pay all applicable provider fees, including any fees to change service back into our name after you move out.

Special Provisions and "What If" Clauses

13. Damages and Reimbursement.

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

13.2 Indemnification by You. *You'll defend, indemnify and hold us harmless from all liability arising from your conduct or that of your invitees, your occupants, your guests, or our representatives who at your request perform services not contemplated in this Lease.*

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

13.4 No Waiver. We may require payment at any time, including advance payment to repair damage that you are liable for. Delay in demanding sums you owe is not a waiver.

14. Contractual Lien and Property Left in Apartment.

14.1 Lien Against Your Property for Rent. *All property in the apartment (unless exempt under Texas Property Code sec. 54.042) is subject to a contractual lien to secure payment of delinquent rent (except as prohibited by Texas Government Code sec. 2306.6738, for owners supported by housing-tax-credit allocations).* For this purpose, "apartment" excludes common areas but includes the interior living areas and exterior patios, balconies, attached garages, and any storerooms for your exclusive use.

14.2 Removal After We Exercise Lien for Rent. *If your rent is delinquent, our representative may peacefully enter the apartment, and remove and/or store all property subject to lien.* All property in the apartment is presumed to be yours unless proved otherwise. After the property is removed, a written notice of entry must be left in a conspicuous place in the apartment—including a list of items removed, the amount of delinquent rent due, and the name, address, and phone number of the person to contact. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid.

14.3 Removal After Surrender, Abandonment, or Eviction. We, or law officers, may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you're judicially evicted or if you surrender or abandon the apartment (see definitions in Par. 41).

14.4 Storage.

(A) No duty. We'll store property removed under a contractual lien. We may—but we have no duty to—store property removed after judicial eviction, surrender, or abandonment of the apartment.

(B) No liability. We're not liable for casualty, loss, damage, or theft, except for property removed under a contractual lien.

(C) Charges you pay. You must pay reasonable charges for our packing, removing, storing, and selling of any property.

(D) Our lien. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception: our lien on property listed under Texas Property Code sec. 54.042 is limited to charges for packing, removing, and storing.

14.5 Redemption.

(A) Property on which we have a lien. If we've seized and stored property under a contractual lien for rent as authorized by law, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (see Par. 14.6(C)) is given before you seek redemption, you may redeem only by paying the delinquent rent plus our reasonable charges for packing, removing, and storing.

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

(C) Place and payment for return. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

14.6 Disposition or Sale.

(A) Our options. Except for animals, we may throw away or give to a charitable organization all personal property that is:

(1) left in the apartment after surrender, abandonment or death of a sole resident; or

(2) left outside more than 1 hour after writ of possession is executed, following judicial eviction.

(B) **Animals.** An animal removed after surrender, abandonment, or eviction may be kennel or turned over to a local authority, humane society, or rescue organization.

(C) **Sale of property.** Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of the date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and provide the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. The sale may be public or private; is subject to any third-party ownership or lien claims; must be to the highest cash bidder; and may be in bulk, in batches, or item-by-item. If the proceeds from the sale are more than you owe, the excess amount must be mailed to you at your last known address within 30 days after sale.

15. Failing to Pay First Month's Rent. If you don't pay the first month's rent when or before the Lease begins, all future rent for the Lease term will be automatically accelerated without notice and become immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Par. 10 and 32 apply to acceleration under this paragraph.

16. Rent Increases and Lease Changes. No rent increases or Lease changes are allowed before the initial Lease term ends, except for those allowed by special provisions in Par. 9, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under Par. 19. If, at least 5 days before the advance-notice deadline referred to in Par. 3, we give you written notice of rent increases or Lease changes that become effective when the Lease term or renewal period ends, this Lease will automatically continue month-to-month with the increased rent or Lease changes. The new modified Lease will begin on the date stated in the notice (without needing your signature) unless you give us written move-out notice under Par. 36. The written move-out notice under Par. 36 applies only to the end of the current Lease or renewal period.

17. Delay of Occupancy.

17.1 Lease Remains In Force. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over. This Lease will remain in force subject to:

(A) abatement of rent on a daily basis during delay, and
(B) your right to terminate the lease in writing as set forth below.

17.2 Your Termination Rights. Termination notice must be in writing. After termination under 17.1(B), you are entitled only to refund of any deposit(s) and any rent you paid. Rent abatement or Lease termination does not apply if the delay is for cleaning or repairs that don't prevent you from moving into the apartment.

17.3 Notice of Delay. If there is a delay of your occupancy and we haven't given notice of delay as set forth immediately below, you may terminate this Lease up to the date when the apartment is ready for occupancy, but not later.

(a) If we give written notice to any of you or your occupants when or after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease within 3 days after you receive written notice, but no later.

(b) If we give any of you written notice before the date the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease within 7 days after receiving written notice, but no later. The readiness date stated in the written notice becomes the new effective Lease date for all purposes. This new date can't be moved to an earlier date unless we and you agree in writing.

18. Disclosure of Information. If someone requests information about you or your rental history for law-enforcement, governmental, or business purposes, we may provide it. At our request, any utility provider may give us information about pending or actual connections or disconnections of utility service to your apartment.

While You're Living in the Apartment

19. Community Policies and Rules.

19.1 Generally. Our rules are considered part of this Lease. You, your occupants, and your guests must comply with all

written apartment rules and community policies, including instructions for care of our property. We may regulate: (A) the use of patios, balconies, and porches; (B) the conduct of furniture movers and delivery persons; and (C) activities in common areas. We may make reasonable changes to written rules, and those rules can become effective immediately if the rules are distributed and applicable to all units in the apartment community and do not change the dollar amounts on pages 1 or 2 of this Lease.

19.2 Some Specifics. Your apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs.

19.3 Limitations on Conduct. Glass containers are prohibited in or near pools and all other common areas. Within the apartment community, you, your occupants, and your guests must not use candles or kerosene lamps or heaters without our prior written approval, or cook on balconies or outside. You, your occupants, and your guests must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

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

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

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

- (a) criminal conduct, regardless of whether or where arrest or conviction occurs, including but not limited to: manufacturing, delivering, or possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by law; discharging a firearm in the apartment community; or, except when allowed by law, displaying or possessing a gun, knife, or other weapon in the common area, or in a way that may alarm others;
- (b) behaving in a loud or obnoxious manner;
- (c) disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
- (d) disrupting our business operations;
- (e) storing anything in closets containing gas appliances;
- (f) tampering with utilities or telecommunications;
- (g) bringing hazardous materials into the apartment community;
- (h) using windows for entry or exit;
- (i) heating the apartment with a gas-operated cooking stove or oven; or
- (j) making bad-faith or false allegations against us or our agents to others.

21. Parking. We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes must not be parked inside an apartment, on sidewalks, under stairwells, or in handicapped-parking areas. We may have any unauthorized or illegally parked vehicles towed according to state law at the owner or operator's expense at any time if the vehicle:

- (a) has a flat tire or is otherwise inoperable;
- (b) is on jacks, on blocks, or has a wheel missing;
- (c) takes up more than one parking space;
- (d) belongs to a resident or occupant who has surrendered or abandoned the apartment;
- (e) is in a handicapped space without the legally required handicapped insignia;

Your Initials:

C.H.

Initials of Our Representative:

B.B.

- (f) is in a space marked for office visitors, managers, or staff;
- (g) blocks another vehicle from exiting;
- (h) is in a fire lane or designated "no parking" area;
- (i) is in a space marked for another resident or apartment;
- (j) is on the grass, sidewalk, or patio;
- (k) blocks a garbage truck from access to a dumpster;
- (l) has no current license or registration, and we have given you at least 10 days' notice that the vehicle will be towed if not removed; **or**
- (m) is not moved to allow parking lot maintenance.

22. Release of Resident.

22.1 Generally. You may have the right under Texas law to terminate the Lease early in certain situations involving family violence, certain sexual offenses, or stalking. Otherwise, unless you're entitled to terminate this Lease under Par. 9, 17, 23, 31, or 36, you won't be released from this Lease for any reason—including voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, property purchase, or death.

22.2 Death of Sole Resident. If you are the sole resident and die during the Lease term, an authorized representative of your estate may terminate the Lease without penalty by giving at least 30 days' written notice. Your estate will be liable for your Lease obligations until the latter of: (A) the termination date or (B) removal of all possessions in the apartment. Your estate will also be liable for all charges and damages until the apartment is vacated, and any removal or storage costs.

23. Military Personnel.

23.1 Termination Rights. You may have the right under Texas law to terminate the Lease in certain situations involving military deployment or transfer. You may terminate the Lease if you enlist, are drafted into, or are commissioned in the U.S. Armed Forces. You also may terminate the Lease if:

- (a) you are (1) a member of the U.S. Armed Forces or Reserves on active duty, or (2) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; **and**
- (b) you (1) receive orders for a permanent change of station, (2) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, or (3) are relieved or released from active duty.

23.2 How to Terminate Under This Par. 23. You must furnish us a copy of your military orders, such as permanent-change-of-station orders, call-up orders, or deployment orders (or letter equivalent). Military permission for base housing doesn't constitute a permanent-change-of-station order. You must deliver to us your written termination notice, after which the Lease will be terminated under this military clause 30 days after the date your next rental payment is due. After your move-out, we'll return your security deposit, less lawful deductions.

23.3 Who May Be Released. For the purposes of this Lease, orders described in (b) under Par. 23.1 above will release only the resident who qualifies under both (a) and (b) above and receives the orders during the Lease term, plus that resident's spouse or legal dependents living in the resident's household. A co-resident who is not the spouse or dependent of a military resident cannot terminate under this military clause.

23.4 Your Representations. Unless you state otherwise in Par. 9, you represent when signing this Lease that:

- (a) you do not already have deployment or change-of-station orders;
- (b) you will not be retiring from the military during the Lease term; **and**
- (c) the term of your enlistment or obligation will not end before the Lease term ends.

You must notify us immediately if you are called to active duty or receive deployment or permanent-change-of-station orders.

23.5 Damages for False Representations. Liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the Lease term when and if you move out, minus rents from others received in mitigation under Par. 32.6.

24. Resident Safety and Loss.

24.1 Disclaimer. We disclaim any express or implied warranties of security. We care about your safety and that of other occupants and guests. You agree to make every effort to follow any Security Guidelines Addendum attached

to this Lease. **No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. The best safety measures are the ones you take as a matter of common sense and habit.**

24.2 Your Duty of Due Care. You, your occupants, and your guests must exercise due care for your own and others' safety and security, especially in using smoke alarms and other detection devices, door and window locks, and other safety or security devices. Window screens are not for security or to keep people from falling out of windows.

24.3 Alarm and Detection Devices.

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

(B) Your duties. You must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report alarm or detector malfunctions to us. Neither you nor others may disable alarms or detectors. **If you damage or disable the smoke alarm, or remove a battery without replacing it with a working battery, you may be liable to us under Texas Property Code sec. 92.2611 for \$100 plus one month's rent, actual damages, and attorney's fees.** You'll be liable to us and others if you fail to report malfunctions, or fail to report any loss, damage, or fines resulting from fire, smoke, or water.

24.4 Loss. Unless otherwise required by law, we're not liable to any resident, guest, or occupant for personal injury or damage, loss of personal property, or loss of business or personal income, from any cause, including fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, vandalism, and negligent or intentional acts of residents, occupants, or guests. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, during freezing weather you must for 24 hours a day: (A) keep the apartment heated to at least 50° Fahrenheit, (B) keep cabinet and closet doors open, and (C) drip hot- and cold-water faucets. You'll be liable for any damage to our and others' property caused by broken water pipes due to your violating these requirements.

24.5 Crime or Emergency. Immediately dial 911 or call local medical-emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or any other emergency involving imminent harm. You should then contact our representative. None of our security measures are an express or implied warranty of security—or a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you, your occupants, or your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. Even if previously provided, we're not obliged to furnish security personnel, patrols, lighting, gates, fences, or other forms of security unless required by law. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you, your occupants, or your guests are affected by a crime, you must make a written report to the appropriate local law-enforcement agency and to our representative. You must also give us the law-enforcement agency's incident-report number upon request.

25. Condition of the Premises and Alterations.

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

25.2 Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by law or by us in writing, you must not do any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. Unless our rules state otherwise, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and grooves of wood-paneled walls. No

water furniture, washing machines, extra phone or television outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless allowed by law or we've consented in writing. You may install a satellite dish or antenna, but only if you sign our satellite-dish or antenna lease addendum, which complies with reasonable restrictions allowed by federal law. You must not alter, damage, or remove our property, including alarm systems, detection devices, furniture, telephone and television wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (made with or without our consent) become ours unless we agree otherwise in writing.

25.3 Fair Housing. In accordance with fair-housing laws, we'll make reasonable accommodations to our rules, policies, practices, or services. We'll allow reasonable modifications under these laws to give disabled persons access to and use of this apartment community. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any.

26. Requests, Repairs, and Malfunctions.

26.1 Written Requests Required. *If you or any occupant needs to send a notice or request—for example, for repairs, installations, services, ownership disclosure, or security-related matters—it must be written, signed, and delivered to our designated representative in accordance with our policies* (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair-housing accommodation or modification). Our written notes on your oral request do not constitute a written request from you. Our complying with or responding to any oral request regarding security or any other matter doesn't waive the strict requirement for written notices under this Lease.

26.2 Required Notifications. You must promptly notify us in writing of water leaks, mold, electrical problems, malfunctioning lights, broken or missing locks or latches, and other conditions that pose a hazard to property, health, or safety.

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

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

26.5 Our Right to Terminate. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease by giving you at least 5 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months. If the Lease is so terminated, we'll refund prorated rent and all deposits, less lawful deductions. We may also remove and dispose of personal property if we believe it causes a health or safety hazard.

27. Animals.

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

27.2 Violations of Animal Policies.

(A) Charges for violations. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease. If you violate the animal restrictions or other animal

rules, you'll pay an initial charge of \$100.00 per animal (not to exceed \$100 per animal) and a daily charge of \$10.00 per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), you must pay for all cleaning and repair costs, including defleaing, deodorizing, and shampooing.

(B) Removal and return of animal. We may remove an unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Par. 28. We may keep or kennel the animal, or turn it over to a humane society, local authority or rescue organization. When keeping or kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. You must pay for the animal's reasonable care and kenneling charges. We'll return the animal to you upon request if it has not already been turned over to a humane society, local authority or rescue organization.

28. When We May Enter. If you or any guest or occupant is present, then repairers, servicers, contractors, government representatives, lenders, appraisers, prospective residents or buyers, insurance agents, persons authorized to enter under your rental application, or our representatives may peacefully enter the apartment at reasonable times for reasonable business purposes. If nobody is in the apartment, then any such person may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) for reasonable business purposes if written notice of the entry is left in a conspicuous place in the apartment immediately after the entry. Law officers with a search or arrest warrant or those in hot pursuit may be allowed to enter. We are under no obligation to enter only when you are present, and we may, but are under no obligation to, give prior notice or make appointments.

29. Multiple Residents. Each resident is jointly and severally liable for all Lease obligations. If you or any guest or occupant violates the Lease or rules, all residents are considered to have violated the Lease. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant constitute notice from all residents. Your notice of Lease termination may be given only by a resident. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Any resident who defaults under this Lease will indemnify the nondefaulting residents and their guarantors.

Replacements

30. Replacements and Subletting.

30.1 When Allowed. Replacing a resident, subletting, licensing or assigning a resident's rights is allowed **only when we consent in writing**. If a departing or remaining resident finds a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (a) a reletting charge will not be due;
- (b) a reasonable administrative (paperwork) fee will be due, and a rekeying fee will be due if rekeying is requested or required; **and**
- (c) the departing and remaining residents will remain liable for all Lease obligations for the rest of the original Lease term.

30.2 Procedures for Replacement. If we approve a replacement resident, then, at our option: (A) the replacement resident must sign this Lease with or without an increase in the total security deposit; or (B) the remaining and replacement residents must sign an entirely new Lease. Unless we agree otherwise in writing, the departing resident's security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or to a security-deposit refund, but will remain liable for the remainder of the original Lease term unless we agree otherwise in writing—even if a new Lease is signed.

30.3 Rental Prohibited. You agree that you won't rent, or offer to rent or license all or any part of your apartment to anyone else unless otherwise agreed to by us in writing. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any person or service that advertises dwellings for rent.

Responsibilities of Owner and Resident

31. Our Responsibilities.

31.1 Generally.

- We'll act with customary diligence to:
- keep common areas reasonably clean, subject to Par. 25;
 - maintain fixtures, hot water, heating, and air-conditioning equipment;
 - substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
 - make all reasonable repairs, subject to your obligation to pay for damages for which you're liable.

The time, manner, method and means of performing maintenance and repairs, including whether or which vendors to use, are within our sole discretion.

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

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

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

31.3 Request by Mail.

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

32. Default by Resident.

32.1 Acts of Default.

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

32.2 Eviction. If you default or hold over, we may end your right of occupancy by giving you at least a 24-hour written notice to vacate.

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

32.3 Acceleration.

Unless we elect not to accelerate rent, all monthly rent for the rest of the Lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (A) you move out, remove property in preparing to move

out, or you or any occupant gives oral or written notice of intent to move out before the Lease term or renewal period ends; and (B) you haven't paid all rent for the entire Lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent will also be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

32.4 Holdover.

You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) you'll be liable to us (subject to our mitigation duties) for all rent for the full term of the previously signed Lease of a new resident who can't occupy because of the holdover; and (D) at our option, we may extend the Lease term—for up to one month from the date of notice of Lease extension—by delivering written notice to you or your apartment while you continue to hold over.

32.5 Other Remedies.

We may report unpaid amounts to credit agencies as allowed by law. If we or our debt collector tries to collect any money you owe us, you agree that we or the debt collector may contact you by any legal means, including texting, calling your cell phone, and using an automated dialer. If you default, you will pay us, in addition to other sums due, any amounts stated to be rental discounts or concessions agreed to in writing. Upon your default, we have all other legal remedies, including Lease termination and statutory lockouts under Texas Property Code sec. 92.0081, **except as lockouts and liens are prohibited by Texas Government Code sec. 2306.6738 for owners supported by housing-tax-credit allocations.** A prevailing party may recover reasonable attorney's fees and all other litigation costs from the nonprevailing parties, except a party may not recover attorney's fees and litigation costs in connection with a party's claims seeking personal-injury, sentimental, exemplary or punitive damages. We may recover attorney's fees in connection with enforcing our rights under this Lease. All unpaid amounts you owe, including judgments, bear 18% interest per year from the due date, compounded annually. You must pay all collection-agency fees if you fail to pay sums due within 10 days after we mail you a letter demanding payment and stating that collection-agency fees will be added if you don't pay all sums by that deadline.

32.6 Mitigation of Damages.

If you move out early, you'll be subject to Par. 10 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all later rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

General Clauses

33. Other Important Provisions.

33.1 Representatives' Authority; Waivers; Notice.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease or any part of it unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives, unless in writing. Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission by us will be considered a waiver of our rights or of any subsequent violation, default, or time or place of performance. **Our choice to enforce, not enforce or delay enforcement of written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances.** Except when notice or demand is required by law, you waive any notice and demand for performance from us if you default. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease should keep a copy or record of it. Fax or electronic signatures are binding. All notices must be signed. Notice may be given electronically **by us to you** if allowed by law. If allowed by law and in accordance with our policies, electronic notice **from you to us** must be addressed to the email address we provide for notice purposes or submitted through an online portal.

Your Initials:

C.H.

Initials of Our Representative:

B.B.

- 33.2 Miscellaneous.** All remedies are cumulative. Exercising one remedy won't constitute an election or waiver of other remedies. All provisions regarding our nonliability or non-duty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. If you have insurance covering the apartment or your personal belongings at the time you or we suffer or allege a loss, you agree to waive any insurance subrogation rights. All notices and documents may be in English and, at our option, in any other language that you read or speak. The term "including" in this Lease should be interpreted to mean "including but not limited to."
- 33.3 Severability.** If any provision of this Lease is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Lease or change the intent of the parties. Neither an invalid clause nor the omission of initials on any page invalidates this Lease.
- 34. Payments.** Payment of each sum due is an independent covenant. When we receive money, other than sale proceeds under Par. 14 or water payments subject to government regulation, we may apply it at our option and without notice first to any of your unpaid obligations, then to current rent. We may do so regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept any payments.
- 35. TAA Membership.** We represent that, at the time of signing this Lease, we, the management company representing us, or any locator service that procured you is a member in good standing of both the Texas Apartment Association and the affiliated local apartment association for the area where the apartment is located. The member is either an owner/management-company member or an associate member doing business as a locator service (whose name and address must be disclosed on page 8). If not, the following applies: (A) this Lease is voidable at your option and is unenforceable by us (except for property damages); and (B) we may not recover past or future rent or other charges. The above remedies also apply if both of the following occur: (1) the Lease is automatically renewed on a month-to-month basis more than once after membership in TAA and the local association has lapsed; and (2) neither the owner nor the management company is a member of TAA and the local association during the third automatic renewal. A signed affidavit from the affiliated local apartment association attesting to nonmembership when the Lease or renewal was signed will be conclusive evidence of nonmembership. Governmental entities may use TAA forms if TAA agrees in writing.

When Moving Out

36. Move-Out Notice.

36.1 Requirements and Compliance. Your move-out notice doesn't release you from liability for the full term of the Lease or renewal term. You'll still be liable for the entire Lease term if you move out early except under Par. 9, 17, 22, 23, or 31. **Your move-out notice must comply with each of the following:**

- (a) We must receive advance written notice of your move-out date. You must give notice in advance by at least the number of days required in Par. 3 or in special provisions—even if the Lease has become a month-to-month lease. Unless we require more than 30 days' notice, if you give notice on the first day of the month you intend to move out, it will suffice for move-out on the last day of that month, as long as all other requirements below are met.
- (b) Your move-out notice must be in writing. An oral move-out notice will not be accepted and will not terminate your Lease.
- (c) Your move-out notice must not terminate the Lease sooner than the end of the Lease term or renewal period.
- (d) If we require you to give us more than 30 days' written notice to move out before the end of the Lease term, we will give you 1 written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. If we fail to give a reminder notice, 30 days' written notice to move-out is required.

36.2 Unacceptable Notice. Your notice is not acceptable if it doesn't comply with all of the above. We recommend that you use our written move-out form to ensure that you provide all the information needed. You must get from us a written acknowledgment of your notice. If we fail to give a reminder notice, 30 days' written notice to move out is required. If we terminate the Lease, we must give you the same advance notice—unless you are in default.

37. Move-Out Procedures. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease term or renewal period ends unless all rent for the entire Lease term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under Par. 10 and 32. You're prohibited by law from applying any security deposit to rent. You can't stay beyond the date you're supposed to move out. All residents, guests, and occupants must surrender or abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

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

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

40. Security Deposit Deductions and Other Charges. You'll be liable for the following charges, if applicable: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing alarm or detection-device batteries at any time; utilities for repairs or cleaning; trips to let in company representatives to remove your telephone, Internet, television services, or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; packing, removing, or storing property removed or stored under Par. 14; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under Par. 6 and 27; government fees or fines against us for violation (by you, your occupants, or your guests) of local ordinances relating to alarms and detection devices, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$150) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease. You'll be liable to us for: (A) charges for replacing any keys and access devices referenced in Par. 5 if you don't return them all on or before your actual move-out date; (B) accelerated rent if you've violated Par. 32; and (C) a reletting fee if you've violated Par. 10. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

41. Deposit Return, Surrender, and Abandonment.

41.1 Your Deposit. We'll mail you your security-deposit refund (less lawful deductions) and an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise.

41.2 Surrender. You have **surrendered** the apartment when: (A) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (B) apartment keys and access devices listed in Par. 5 have been turned in to us—whichever happens first.

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

41.4 The Ending of Your Rights. Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the apartment; determine any security-deposit deductions; and remove property left in the apartment. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (Par. 14), but don't affect our mitigation obligations (Par. 32).

Your Initials: _____

C. H.

Initials of Our Representative: _____

B B

SUMMARY OF KEY INFORMATION

The Lease will control if there's a conflict with this summary.

■ Address: 7250 West Greens Rd. Unit # 1423
 ■ Beginning date of Lease (Par. 3) 10/11/2018 ■ Ending date of Lease (Par. 3) 11/10/2019
 ■ Number of days notice for termination (Par. 3) 60 ■ Consent for guests staying more than 3 days (Par. 2)
 ■ Total security deposit (Par. 4) \$ 300.00 ■ Animal deposit (if any) \$ 200.00
 ■ Security deposit (Par. 4) does **OR** does not include an animal deposit.
 ■ Security deposit refund check will be by (Par. 4) (**check one**) one check jointly payable to all residents (default), **OR** one check payable to and mailed to _____
 ■ # of keys/access devices (Par. 5) for 2 unit, 2 mailbox, 1 other 1
 ■ Your move-out notice will terminate Lease on (Par. 5): (**check one**) last day of month **OR** exact day designated in notice
 ■ Check here if the dwelling is to be furnished (Par. 5) ■ Check here if there is a concession addendum
 ■ Rent to be paid (Par. 6): (**check all that apply**) at the onsite manager's office, through our online payment site, **OR** at www.thelandingsatwillowbrook.com
 ■ Check here if included in monthly rent: garage, storage, carport, washer/dryer, or other _____
 ■ Total monthly rent (Par. 6) \$ 719.00 ■ Prorated rent (Par. 6) for (**check one**)
 ■ Late charges if rent is not paid on or before (Par. 6) 3rd first month **OR** second month \$ 487.06
 ■ Initial late charge (Par. 6) \$ 50.00 ■ Daily late charge (Par. 6) \$ 10.00
 ■ Returned-check charge (Par. 6) \$ 75.00 ■ Animal violation charges (Par. 27)
 ■ Monthly animal rent (if any) \$ 10.00 Initial \$ 100.00 Daily \$ 10.00
 ■ Monthly pest control (if any) \$ 2.00 ■ Monthly trash / waste (if any) \$ 5.00
 ■ Utilities paid by owner (Par. 7): (**check all that apply**) electricity, gas, water, wastewater, trash/recycling,
 cable/satellite, master antenna, Internet, stormwater/drainage, other Pest \$2.00
 ■ Utility connection charge (Par. 12) \$ 50.00 ■ You are: (**check one**) required to buy insurance **OR**
 not required to buy insurance (Par. 8)
 ■ Agreed reletting charge (Par. 10) \$ 611.15
 ■ Special provisions (Par. 9): **If applicable, above rent amount includes garage, storage, carport.**
In addition to monthly charges for Trash, Pest &/or Gas, residents will be charged for monthly Administrative fees as defined in the attached addenda, and a final billing fee of \$5.00.

Signatures and Attachments

42. Attachments. We will provide you with a copy of the Lease as required by statute. This may be in paper format, in an electronic format if you request it, or by e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to and become a part of this Lease and are binding even if not initialed or signed.

- Access Gate Addendum
- Additional Special Provisions
- Allocation Addendum for: electricity water gas
 central system costs trash/recycling cable/satellite
 stormwater/drainage services/government fees
- Animal Addendum
- Apartment Rules or Community Policies
- Asbestos Addendum (if asbestos is present)
- Bed Bug Addendum
- Early Termination Addendum
- Enclosed Garage, Carport, or Storage Unit Addendum
- Intrusion Alarm Addendum
- Inventory & Condition Form
- Lead Hazard Information and Disclosure Addendum
- Lease Contract Addendum for Units Participating in Government Regulated Affordable Housing Programs
- Lease Contract Guaranty (guaranties, if more than one)
- Legal Description of Apartment (optional, if rental term longer than one year)
- Military SCRA Addendum
- Mold Information and Prevention Addendum
- Move-Out Cleaning Instructions
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: _____)
- Rent Concession Addendum
- Renter's or Liability Insurance Addendum
- Repair or Service Request Form
- Satellite Dish or Antenna Addendum
- Security Guidelines Addendum
- PUC Tenant Guide to Water Allocation
- Utility Submetering Addendum: electricity water
 gas
- Other Greystar Master Addendum
- Other HAA Fire Extinguisher
- Other Lease Contract Overview
- Other _____

Name, address and telephone number of locator service (if applicable — must be completed to verify TAA membership under Par. 35):

After-hours phone number (281) 890-7661
 (Always call 911 for police, fire, or medical emergencies.)

Date form is filled out (same as on top of page 1) 10/11/2018

Your initials: C.H.

Initials of Our Representative: BB

43. Class Action Waiver. You agree that you will not participate in any class action claims against us or our representatives. You must file any claim against us individually, and **you expressly waive your ability to bring, represent, join or otherwise maintain a class action, collective action or similar proceeding against us in any forum.**

YOU UNDERSTAND THAT, WITHOUT THIS WAIVER, YOU COULD BE A PARTY IN A CLASS ACTION LAWSUIT. BY SIGNING THIS LEASE, YOU ACCEPT THIS WAIVER AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. THE PROVISIONS OF THIS PAR. 43 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

Resident initials: C.H.

You are legally bound by this document. Please read it carefully. A facsimile or electronic signature on this Lease is as binding as an original signature.

Before submitting a rental application or signing a Lease, you may take a copy of these documents to review and/or consult an attorney. Additional provisions or changes may be made in the Lease if agreed to in writing by all parties.

You are entitled to receive a copy of this Lease after it is fully signed. Keep it in a safe place. This lease is the entire agreement between you and us. You are NOT relying on any oral representations.

Resident or Residents (all sign below)

_____ 10-11-2018
 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

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

Blanca Balle
 Address and phone number of owner's representative for notice purposes
7250 West Greens Road
Houston, Texas 77064

(281) 890-7661

LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, 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 18 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 TAA 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 24.124 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 ___ 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 \$ 43.48 per unit, varying from \$ 29.35 to \$ 91.51 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.

Signature of All Residents

Blanca Bonilla
Signature of Owner or Owner's Representative

October 11, 2018
Date of TAA Lease Contract

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

SUBCHAPTER H: WATER UTILITY SUBMETERING AND ALLOCATION

§24.121. 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.
- (c) Definitions. The following words and terms, when used in this subchapter, have the following 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 rental paid at intervals of one month or longer.
 - (3) Customer service charge - A customer service charge is a rate that is not dependent on the amount of water used through the master meter.
 - (4) 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.
 - (5) 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.
 - (6) 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.
 - (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) 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.
 - (9) Occupant - A tenant or other person authorized under a written agreement to occupy a dwelling.
 - (10) Owner - The legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; a condominium association; or any individual, firm, or corporation that purports to be the landlord of tenants in an apartment house, manufactured home rental community, or multiple use facility.
 - (11) 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.
 - (12) 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.
 - (13) 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.
 - (14) Utility service - For purposes of this subchapter, utility service includes only drinking water and wastewater.

§24.122. 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 §24.124(e)(2) of this title (relating to Charges and Calculations); and
 - (C) the square footage of the tenant's dwelling unit or rental space and the total square footage of the apartment house, manufactured home rental community, or multiple use facility used for billing if dwelling unit size or rental space is used;
 - (7) for submetered billing:
 - (A) the calculation of the average cost per gallon, liter, or cubic foot;
 - (B) if the unit of measure of the submeters or point-of-use submeters differs from the unit of measure of the master meter, a chart for converting the tenant's submeter measurement to that used by the retail public utility;
 - (C) all submeter readings; and
 - (D) all submeter test results;
 - (8) the total amount billed to all tenants each month;
 - (9) total revenues collected from the tenants each month to pay for water and wastewater service; and
 - (10) any other information necessary for a tenant to calculate and verify a water and wastewater bill.
- (f) Records retention. Each of the records required under subsection (e) of this section shall be maintained for the current year and the previous calendar year, except that all submeter test results shall be maintained until the submeter is permanently removed from service.
- (g) Availability of records
- (1) If the records required under subsection (e) of this section are maintained at the on-site manager's office, the owner shall make the records available for inspection at the on-site manager's office within three days after receiving a written request.
 - (2) If the records required under subsection (e) of this section are not routinely maintained at the on-site manager's office, the owner shall provide copies of the records to the on-site manager within 15 days of receiving a written request from a tenant or the commission or commission staff.
 - (3) If there is no on-site manager, the owner shall make copies of the records available at the tenant's dwelling unit at a time agreed upon by the tenant

- within 30 days of the owner receiving a written request from the tenant.
- (4) Copies of the records may be provided by mail if postmarked by midnight of the last day specified in paragraph (1), (2), or (3) of this subsection.

§24.123. 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 §24.1 24(d)(3) (related to Charges and Calculations) of this title 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.

§24.124. Charges and Calculations.

- (a) Prohibited charges. Charges billed to tenants for submetered or allocated utility service may only include bills for water or wastewater from the retail public utility and must not include any fees billed to the owner by the retail public utility for any deposit, disconnect, reconnect, late payment, or other similar fees.
- (b) Dwelling unit base charge. If the retail public utility's rate structure includes a dwelling unit base charge, the owner shall bill each dwelling unit for the base charge applicable to that unit. The owner may not bill tenants for any dwelling unit base charges applicable to unoccupied dwelling units.
- (c) Customer service charge. If the retail public utility's rate structure includes a customer service charge, the owner shall bill each dwelling unit the amount of the customer service charge divided by the total number of dwelling units, including vacant units, that can receive service through the master meter serving the tenants.
- (d) Calculations for submetered utility service. The tenant's submetered charges must include the dwelling unit base charge and customer service charge, if applicable, and the gallonage charge and must be calculated each month as follows:
- (1) water utility service: the retail public utility's total monthly charges for water service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility to obtain an average water cost per gallon, liter, or cubic foot, multiplied by the tenant's monthly consumption or the volumetric rate charged by the retail public utility

- (2) wastewater utility service: the retail public utility's total monthly charges for wastewater service (less dwelling unit base charges or customer service charges, if applicable), divided by the total monthly water consumption measured by the retail public utility, multiplied by the tenant's monthly consumption or the volumetric wastewater rate charged by the retail public utility to the owner multiplied by the tenant's monthly water consumption;
 - (3) service charge for manufactured home rental community or the owner or manager of apartment house: a manufactured home rental community or apartment house may charge a service charge in an amount not to exceed 9% of the tenant's charge for submetered water and wastewater service, except when:
 - (A) the resident resides in a unit of an apartment house that has received an allocation of low income housing tax credits under Texas Government Code, Chapter 2306, Subchapter DD; or
 - (B) the apartment resident receives tenant-based voucher assistance under United States Housing Act of 1937 Section 8, (42 United States Code, § 1437f); and
 - (4) final bill on move-out for submetered service: if a tenant moves out during a billing period, the owner may calculate a final bill for the tenant before the owner receives the bill for that period from the retail public utility. If the owner is billing using the average water or wastewater cost per gallon, liter, or cubic foot as described in paragraph (1) of this subsection, the owner may calculate the tenant's bill by calculating the tenant's average volumetric rate for the last three months and multiplying that average volumetric rate by the tenant's consumption for the billing period.
- (e) Calculations for allocated utility service.
- (1) Before an owner may allocate the retail public utility's master meter bill for water and sewer service to the tenants, the owner shall first deduct:
 - (A) dwelling unit base charges or customer service charge, if applicable; and
 - (B) common area usage such as installed landscape irrigation systems, pools and laundry rooms, if any, as follows:
 - (i) if all common areas are separately metered or submetered, deduct the actual common area usage;
 - (ii) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is an installed landscape irrigation system, deduct at least 25% of the retail public utility's master meter bill;
 - (iii) if all water used for an installed landscape irrigation system is metered or submetered and there are other common areas such as pools or laundry rooms that are not metered or submetered, deduct at least 5% of the retail public utility's master meter bill; or
 - (iv) if common areas that are served through the master meter that provides water to the dwelling units are not separately metered or submetered and there is no installed landscape irrigation system, deduct at least 5% of the retail public utility's master meter bill.
 - (2) To calculate a tenant's bill:
 - (A) for an apartment house, the owner shall multiply the amount established in paragraph (1) of this subsection by:
 - (i) the number of occupants in the tenant's dwelling unit divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered; or
 - (ii) the number of occupants in the tenant's dwelling unit using a ratio occupancy formula divided by the total number of occupants in all dwelling units at the beginning of the retail public utility's billing period using the same ratio occupancy formula to determine the total. The ratio occupancy formula will reflect what the owner believes more accurately represents the water use in units that are occupied by multiple tenants. The ratio occupancy formula that is used must assign a fractional portion per tenant of no less than that on the following scale:
 - (i) dwelling unit with one occupant = 1;
 - (ii) dwelling unit with two occupants = 1.6;

- (III) dwelling unit with three occupants = 2.2; or
 - (IV) dwelling unit with more than three occupants = 2.2 + 0.4 per each additional occupant over three; or
 - (iii) the average number of occupants per bedroom, which shall be determined by the following occupancy formula. The formula must calculate the average number of occupants in all dwelling units based on the number of bedrooms in the dwelling unit according to the scale below, notwithstanding the actual number of occupants in each of the dwelling unit's bedrooms or all dwelling units:
 - (I) dwelling unit with an efficiency = 1;
 - (II) dwelling unit with one bedroom = 1.6;
 - (III) dwelling unit with two bedrooms = 2.8;
 - (IV) dwelling unit with three bedrooms = 4 + 1.2 for each additional bedroom; or
 - (iv) a factor using a combination of square footage and occupancy in which no more than 50% is based on square footage. The square footage portion must be based on the total square footage living area of the dwelling unit as a percentage of the total square footage living area of all dwelling units of the apartment house; or
 - (v) the individually submetered hot or cold water usage of the tenant's dwelling unit divided by all submetered hot or cold water usage in all dwelling units;
 - (B) a condominium manager shall multiply the amount established in paragraph (1) of this subsection by any of the factors under subparagraph (A) of this paragraph or may follow the methods outlined in the condominium contract;
 - (C) for a manufactured home rental community, the owner shall multiply the amount established in paragraph (1) of this subsection by:
 - (i) any of the factors developed under subparagraph (A) of this paragraph; or
 - (ii) the area of the individual rental space divided by the total area of all rental spaces; and
 - (D) for a multiple use facility, the owner shall multiply the amount established in paragraph (1) of this subsection by:
 - (i) any of the factors developed under subparagraph (A) of this paragraph; or
 - (ii) the square footage of the rental space divided by the total square footage of all rental spaces.
 - (3) If a tenant moves in or out during a billing period, the owner may calculate a bill for the tenant. If the tenant moves in during a billing period, the owner shall prorate the bill by calculating a bill as if the tenant were there for the whole month and then charging the tenant for only the number of days the tenant lived in the unit divided by the number of days in the month multiplied by the calculated bill. If a tenant moves out during a billing period before the owner receives the bill for that period from the retail public utility, the owner may calculate a final bill. Owner may calculate the tenant's bill by calculating the tenant's average bill for the last three months and multiplying that average bill by the number of days the tenant was in the unit divided by the number of days in that month.
 - (f) Conversion to approved allocation method. An owner using an allocation formula other than those approved in subsection (e) of this section shall immediately provide notice as required under §24.123(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.
- §24.125. Billing.**
- (a) Monthly billing of total charges. The owner shall bill the tenant each month for the total charges calculated under §24.124 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 their 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.

§24.127. 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. PROJECT NO. 42190 PROPOSAL FOR ADOPTION PAGE 345 OF 379.
 - (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 §24.125(k) of this title (relating to Billing). The owner may not charge the tenant for any underbilling that occurred because the submeter or point-of-use submeter was in error
- (10) Submeter or point-of-use submeter testing facilities and equipment. For submeters, an owner shall comply with the AWWA's meter testing requirements. For point-of-use meters, an owner shall comply with ASME's meter testing requirements.
- (b) Plumbing fixtures. After January 1, 2003, before an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium may implement a program to bill tenants for submetered or allocated water service, the owner or manager shall adhere to the following standards:
- (1) Texas Health and Safety Code, §372.002, for sink or lavatory faucets, faucet aerators, and showerheads;
 - (2) perform a water leak audit of each dwelling unit or rental unit and each common area and repair any leaks found; and
 - (3) not later than the first anniversary of the date an owner of an apartment house, manufactured home rental community, or multiple use facility or a manager of a condominium begins to bill for submetered or allocated water service, the owner or manager shall:
 - (A) remove any toilets that exceed a maximum flow of 3.5 gallons per flush; and
 - (B) install toilets that meet the standards prescribed by Texas Health and Safety Code, §372.002.
- (c) Plumbing fixture not applicable. Subsection (b) of this section does not apply to a manufactured home rental community owner who does not own the manufactured homes located on the property of the manufactured home rental community.

LEASE ADDENDUM FOR EARLY TERMINATION OF LEASE CONTRACT

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners

in Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. Right of early termination. We understand that circumstances may arise in the future that pose a need for you to terminate this TAA Lease Contract prior to the end of the lease term. The purpose of this addendum is to give you the right to do so—subject to any special provisions in paragraph 8 below. In order to terminate early, your notice must be signed by all residents listed in paragraph 1 of the TAA Lease Contract and you must comply with all provisions of this addendum.

3. Procedures. You may terminate the TAA Lease Contract prior to the end of the lease term and thus avoid any potential liability exposure for non-payment of rent for the remainder of the lease term if all of the following occur:

- (a) you give us written notice of early termination at least 60 days prior to your early termination date (i.e., your early move-out date), which (check one) must be the last day of a month or may be during a month;
(b) you specify the early termination date in the notice, i.e., the date by which you'll move out;
(c) you are not in default under the TAA Lease Contract on the date you give us the notice of early termination;
(d) you are not in default under the TAA Lease Contract on the early termination date (move-out date);
(e) you move out on or before the early termination date and do not hold over;
(f) you pay us a \$ 1438.00 early termination fee;
(g) you pay us the amount of any rent or other concessions you received when signing the TAA Lease Contract; and
(h) you comply with any special provisions in paragraph 8 below.

4. Payment of fees and other sums. The early termination fee in paragraph 3(f) is due and payable no later than 10 days after you give us your early termination notice. The repayment of any rent concessions or discounts you received during the TAA Lease Contract term will be determined by the Lease Addendum for Rent Concession or Other Rent Discount. This repayment and any other monetary obligations for the entire TAA Lease Contract term are due and payable on the same day as the early termination fee, subject to any special provisions in paragraph 8 regarding the amount, calculation method, or payment date.

5. Showing unit to prospective residents. After you give us notice of early lease termination, paragraph 28 of the TAA Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your early termination date.

6. Compliance essential. Our deposit of all amounts due under paragraphs 3(f) and 3(g) constitutes our approval of the move-out date stated in your notice of early termination. If you fail to comply with any of the procedures or requirements in this addendum after we deposit such monies, your early termination right and this addendum will be voided automatically. In that case; (1) any amounts you have paid under this addendum will become part of your security deposit, and (2) the lease will continue without early termination. Then, if you move out early, you are subject to all lease remedies, including reletting fees and liability for all rents for the remainder of the original lease term.

7. Miscellaneous. If moving out by the early termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to others. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the early termination date. Therefore, you may not stay beyond the early termination date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. "Default" as used in paragraphs 3(c) and 3(d) of this addendum means default as defined in paragraph 32 of the TAA Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the early termination date.

8. Special provisions. Your right of early termination (check one) is or is not limited to a particular fact situation. If limited, early termination may be exercised only if the following facts occur and the described documents are furnished to us. Any special provisions below will supersede any conflicting provision of this printed form. Any false statements or documents presented to us regarding early termination will automatically void your early termination right and this addendum. The special provisions are:

Blank lines for special provisions.

Signatures of All Residents
[Handwritten signature]

Blanca Bonilla
Signature of Owner or Owner's Representative

October 11, 2018
Date of TAA Lease Contract



TEXAS APARTMENT ASSOCIATION

M E M B E R

Bed Bug Addendum

Date of Lease: October 11, 2018
(when the Lease is filled out)

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

1. **Addendum.** This is an addendum to the Lease Contract that you, the resident or residents, signed on the dwelling you have agreed to rent. That dwelling is:

Apt. # 1423 at Bridge Partners

(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)

(city)

(state) _____
(zip)

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

3. **Inspection. (Check one)**

You have inspected the dwelling before moving in or signing this addendum, and you did not find any evidence of bed bugs or bed-bug infestation.

OR

You will inspect the dwelling within 48 hours after moving in or signing this addendum and will notify us of any bed bugs or bed-bug infestation.

4. **Infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling. You must read the information on the back of this addendum and then certify one of the following statements: **(check one)**

You are not aware of any infestation or presence of bed bugs in your current or previous apartment, home, or dwelling or in any of your furniture, clothing, personal property, or possessions, nor have you been exposed to any bed-bug infestation or presence.

OR

If you previously lived anywhere that had a bed-bug infestation, all your personal property (including furniture, clothing, and other belongings) has been treated by a licensed pest-control professional and is now free of further infestation.

If you disclose a previous experience of bed-bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. Describe here any previous bed-bug infestation that you may have experienced:

5. **Access for Inspection and Pest Treatment.** You must allow us and our pest-control agents access to the dwelling at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and not interfere with inspections or treatments. We have the right to select any licensed pest-control professional to treat the dwelling and building. We can select the method of treating the dwelling, building, and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation, even if those dwellings are not the source or cause of the known infestation. Si-

multaneously as we treat the dwelling, you must, at your expense, have your personal property, furniture, clothing, and possessions treated according to accepted treatment methods by a licensed pest-control firm that we approve. If you fail to do so, you will be in default and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed-bug infestation on your own.

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

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

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

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

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

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

Resident or Residents (all sign below)

Owner or Owner's Representative (sign below)

Cassandra Harris 10-11-2018
(Name of Resident) Date signed

Blanca Bauler 10/11/18
Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

(Name of Resident) Date signed

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

Bed Bugs

A Guide for Rental-Housing Residents

(Adapted with permission from the National Apartment Association)

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

Bed bugs don't discriminate.

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

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

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

Bed bugs don't transmit disease.

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

Learn to identify bed bugs.

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

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

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

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

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

Prevent bed-bug encounters when traveling.

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

Know the bed-bug dos and don'ts.

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

INSURANCE ADDENDUM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, Texas.
OR the house, duplex, etc. located at (street address) _____ in _____, Texas.
The terms of this addendum will control if the terms of the Lease and this addendum conflict.

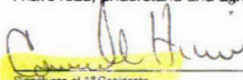
2. **Required insurance policy.** You understand and agree that paragraph 8 of the Lease and this addendum require Resident, at Resident's sole expense, to buy and maintain a liability insurance policy during the entire Lease term and any renewal periods that provides limits of liability to third parties in an amount not less than \$ 100000.00 per occurrence. The liability insurance policy Resident buys and maintains must cover the actions or inactions of Resident and your occupants and guests, and be issued or underwritten by a carrier of your choice licensed to do business in Texas. The required insurance policy must identify the Owner identified in paragraph 1 of the Lease (or another entity designated by Owner) as an "Interested Party" or "Party of Interest" that will be notified by the insurer of any cancellation, non-renewal, or material change in your coverage no later than 30 days after such action. You must provide us written proof of compliance with paragraph 8 and this addendum on or prior to the Lease commencement date; and if you do not you will not be granted possession of the Premises. You must also provide us written proof of compliance within 7 days of our written request at any other time we request it.

3. **Acknowledgement.** You acknowledge that Owner does not acquire or maintain insurance for Resident's benefit or which is designed to insure you for personal injury, loss or damage to your personal property or belongings, or your own liability for injury, loss or damage that you (or your occupants or guests) may cause others. Any insurance policy that insures you for personal injury, loss or damage to your personal property or belongings, or provides you coverage for your own liability for injury, loss or damage that you (or your occupants or guests) may cause others must be bought and maintained solely by you. We do not and are not able to provide you with information on insurance coverage, rates, or terms and conditions. You should instead seek such information from a licensed insurance company, licensed insurance agent, other licensed insurance professional, or the Texas Department of Insurance. The Texas Department of Insurance website at www.tdi.texas.gov may contain useful consumer information regarding renter's insurance. You further acknowledge that we have made no referrals, guarantees, representations or promises whatsoever concerning any insurance or services provided by any insurance company. At all times you have been and remain free to contract for the required insurance with the insurance carrier of your choosing.

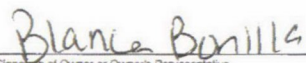
4. **Default.** You understand and agree that your failure to comply with either the requirements specified in paragraph 8 of the Lease, this addendum, or both is a material breach by you of the Lease and a default under paragraph 32.1(B) of the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by paragraph 8 of the Lease and this addendum, we may, in our sole discretion, agree to refrain from filing an eviction against you for your default for not having the appropriate insurance in place upon payment by you to Owner of \$ _____ (which you agree is not a liquidated damages amount and which sum shall only apply to each month (or part thereof) you remain in breach of this insurance addendum). Owner will agree to forego commencement of an eviction based upon non-compliance with this addendum for a one-month period, during which you shall come into compliance with this addendum. Our choice to accept money from you to forego pursuit of an eviction for one month does not require us to accept money from you or forego pursuit of our remedies under this paragraph for any subsequent months. The foregoing payment is due on the 1st day of the month following the calendar month (or part thereof) during which you do not have the required insurance, with no grace period. PAYMENT OF SAID AMOUNT DOES NOT RELIEVE YOU OF YOUR OBLIGATION TO BUY AND MAINTAIN INSURANCE AS SUMMARIZED IN PARAGRAPH 2 OF THIS ADDENDUM, DOES NOT CURE THE MATERIAL BREACH AND DEFAULT DESCRIBED IN THIS PARAGRAPH, IN WHOLE OR IN PART, AND DOES NOT RELIEVE YOU OF ANY OBLIGATION TO COMPENSATE US OR ANY OTHER PARTY INJURED OR DAMAGED BY THE ACTIONS OR INACTIONS OF RESIDENT OR YOUR OCCUPANTS OR GUESTS. You further understand that we will not buy an insurance policy for you or for your benefit, and that nothing in this Lease shall be considered an agreement by Owner to furnish you with any insurance coverage.

NOTICE TO RESIDENT: YOU SHOULD BE AWARE THAT THE REQUIRED INSURANCE POLICY UNDER THIS ADDENDUM DOES NOT PROTECT YOU AGAINST LOSS OR DAMAGE TO YOUR PERSONAL PROPERTY OR BELONGINGS. YOU ARE STRONGLY ENCOURAGED TO BUY INSURANCE THAT COVERS YOU AND YOUR PROPERTY.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]



Signatures of All Residents



Signatures of Owner or Owner's Representative
October 11, 2018

Date of TAA Lease Contract



Inventory and Condition Form

Resident's Name: Cassandra D. Harris Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()
 Resident's Name: _____ Home #: () Work #: ()

Apartment Community Name: Bridge Partners Apt. # 1423
 or Street Address (if house, duplex, etc.): _____

Within 48 hours after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

Move-In or **Move-Out Condition** (Check one)

Living Room

Walls _____

 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____
 Light fixtures, bulbs _____
 Floor/carpet _____

Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
 Lamps, bulbs _____
 Water Stains or mold on walls, ceilings or baseboards _____

 Other _____

Kitchen

Walls _____

 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____
 Light fixtures, bulbs _____
 Floor/carpet _____

Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Cabinets, drawers, handles _____
 Countertops _____
 Stove/oven, trays, pans, shelves _____
 Vent hood _____
 Refrigerator, trays, shelves _____
 Refrigerator light, crisper _____
 Dishwasher, dispensers, racks _____
 Sink/disposal _____
 Microwave _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

 Other _____

General Items

Thermostat _____
 Cable TV or master antenna _____
 A/C filter _____
 Washer/dryer _____
 Garage door _____
 Ceiling fans _____
 Exterior doors, screens/screen doors, doorbell _____

 Fireplace _____
 Other _____

Dining Room

Walls _____

 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____
 Light fixtures, bulbs _____
 Floor/carpet _____

Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
Water stains or mold on walls, ceilings or baseboards _____

 Other _____

Halls

Walls _____

 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____
 Light fixtures, bulbs _____
 Floor/carpet _____

Doors, stops, locks _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
Water stains or mold on walls, ceilings or baseboards _____

 Other _____

Exterior (if applicable)

Patio/yard _____
 Fences/gates _____
 Faucets _____
 Balconies _____
 Other _____

Bedroom (describe which one):

Walls _____

 Wallpaper _____
 Plugs, switches, A/C vents _____
 Woodwork/baseboards _____
 Ceiling _____
 Light Fixtures, bulbs _____
 Floor/carpet _____

Doors, stops, locks _____
 Windows, latches, screens _____
 Window coverings _____
 Closets, rods, shelves _____
 Closet lights, fixtures _____
Water stains or mold on walls, ceilings or baseboards _____

 Other _____

Bedroom (describe which one): _____

Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Closets, rods, shelves _____
Closet lights, fixtures _____
Water stains or mold on walls, ceilings or baseboards _____

Other _____

Bath (describe which one): _____

Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Bath tub, enclosure, stopper _____
Shower, doors, rods _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

Other _____

Half Bath

Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Bath tub, enclosure, stopper _____
Shower, doors, rods _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

Other _____

Bedroom (describe which one): _____

Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Closets, rods, shelves _____
Closet lights, fixtures _____
Water stains or mold on walls, ceilings or baseboards _____

Other _____

Bath (describe which one): _____

Walls _____
Wallpaper _____
Plugs, switches, A/C vents _____
Woodwork/baseboards _____
Ceiling _____
Light fixtures, bulbs _____
Exhaust fan/heater _____
Floor/carpet _____
Doors, stops, locks _____
Windows, latches, screens _____
Window coverings _____
Sink, faucet, handles, stopper _____
Countertops _____
Mirror _____
Cabinets, drawers, handles _____
Toilet, paper holder _____
Bath tub, enclosure, stopper _____
Shower, doors, rods _____
Tile _____
Plumbing leaks, water stains or mold on walls, ceilings or baseboards _____

Other _____

Safety or Pest-Related Items (Put "none" if item does not exist)

Door knob locks _____
Keyed deadbolt locks _____
Keyless deadbolts _____
Keyless bolting devices _____
Sliding door latches _____
Sliding door security bars _____
Sliding door pin locks _____
Doorviewers _____
Window latches _____
Porch and patio lights _____
Smoke alarms (push button to test) _____
Other detectors _____
Alarm system _____
Fire extinguishers (look at charge level—BUT DON'T TEST!) _____
Garage door opener _____
Gate access card(s) _____
Other _____
Pest-related concerns _____

Date of Move-In: _____
or Date of Move-Out: _____

Acknowledgment. You acknowledge that you have inspected and tested all of the safety-related items (if in the dwelling) and that they are working, except as noted above. All items will be assumed to be in good condition unless otherwise noted on this form. You acknowledge receiving written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge testing the smoke alarms and any other detector(s) and verify they are operating correctly. You acknowledge that you and our representative have inspected the dwelling and that no signs of bedbugs or other pests are present.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out and for bringing to our attention any safety or pest-related concerns.

Resident or Resident's Agent: Cassandra Dewi
Owner or Owner's Representative: Blanca Benita

Date of Signing: 10-11-2018
Date of Signing: 10/11/18



Mold Information and Prevention Addendum

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

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

That dwelling is: Unit # 1423
at Bridge Partners
(name of apartments)
or other dwelling located at _____
(street address of house, duplex, etc.)
City/State/Zip where dwelling is located: _____

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

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

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

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

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

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

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

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

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

<p style="text-align: center;"><i>Resident or Residents (all sign below)</i></p> <p><u>Cassandra Harris</u> <u>10-11-2018</u></p> <p>(Name of Resident) Date signed</p> <p>_____ (Name of Resident) Date signed</p> <p>_____ (Name of Resident) Date signed</p> <p>_____ (Name of Resident) Date signed</p> <p>_____ (Name of Resident) Date signed</p> <p>_____ (Name of Resident) Date signed</p>	<p style="text-align: center;"><i>Owner or Owner's Representative (sign below)</i></p> <p><u>Blanca Bonilla</u> <u>10/11/18</u></p> <p>_____ Date signed</p>
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You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.

Asbestos Addendum

Date of Lease: October 11, 2018
 (when the Lease is filled out)

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

Apt. # 1423 at Bridge Partners

 (name of apartments)

or other dwelling located at _____

 (street address of house, duplex, etc.)

City/State where dwelling is located _____

2. **Asbestos.** In most dwellings which were built prior to 1981, asbestos was commonly used as a construction material. In various parts of your dwelling, asbestos materials may have been used in the original construction or in renovations prior to the enactment of federal laws which limit asbestos in certain construction materials.

3. **Federal Recommendations.** The United States Environmental Protection Agency (EPA) has determined that the mere presence of asbestos materials does not pose a health risk to residents and that such materials are safe so long as they are not dislodged or disturbed in a manner that causes the asbestos fibers to be released. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne. The EPA does not require that intact asbestos materials be removed. Instead, the law simply requires that we take reasonable precautions to minimize the chance of damage or disturbance of those materials.

4. **Community Policies and Rules.** You, your families, other occupants, and guests must not disturb or attach anything to the walls, ceilings, floor tiles, or insulation behind the walls or ceilings in your dwelling unless specifically allowed in owner's rules or community policies that are separately attached to this Lease Contract. The foregoing prevails over other provisions of the Lease Contract to the contrary. Please report any ceiling leaks to management promptly so that pieces of acoustical ceiling material or ceiling tiles do not fall to the floor and get disturbed by people walking on the fallen material.

Resident or Residents (all sign below)

Cassandra Harris 10-11-2018
 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

 (Name of Resident) Date signed

Owner or Owner's Representative (sign below)

Blanca Bonilla 10/11/18
 Date signed

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

LEASE ADDENDUM FOR ALLOCATING TRASH REMOVAL AND RECYCLING COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, Texas.

OR

the house, duplex, etc. located at (street address) in Texas.

2. Reason for allocation. Our property receives a single bill for trash removal/recycling. In recent years, many trash haulers and recyclers have increased fees dramatically to keep pace with rising costs associated with landfills and environmental mandates. By allocating this bill, we hope to make residents more aware of the true costs of waste disposal and to help reduce, reuse and recycle, and in turn, lower both costs and the impact on our environment.

3. Your payment due date. Payment of your allocated trash removal and recycling 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. There will be a late charge of \$ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction—just like late payment of rent.

4. Allocation procedures. Your monthly rent under the TAA Lease Contract does not include a charge for trash removal/recycling. Instead, you will be receiving a separate bill from us each month for trash removal/recycling. We may include this item as a separate and distinct charge as part of a multi-item bill.

You agree to and we will allocate the monthly trash removal/recycling bill for the apartment community based on the allocation method checked below. (check only one)

- Allocation methods: A percentage reflecting your apartment unit's share of the total square footage... A percentage reflecting your apartment unit's share of the total number of people living in the apartment community... Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community... Per dwelling unit... Other formula (see attached page)

5. Penalties and fees. Only the total trash removal/recycling bill will be allocated. Penalties or interest for any late payment of the master trash removal/recycling bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ per month (not to exceed \$3) will be added to your bill for processing, billing and collecting.

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

6. Change of allocation formula. The above allocation formula for determining your share of the trash removal/recycling costs cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

7. Right to examine records. You may examine the trash removal/recycling bill we receive from the trash utility and our calculations related to the monthly allocation of the trash recycling/removal bill during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Signatures of All Residents

Blanca Bonilla
Signature of Owner or Owner's Representative

October 11, 2018
Date of TAA Lease Contract

LEASE ADDENDUM FOR RENT CONCESSION OR OTHER RENT DISCOUNT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, Texas

OR

the house, duplex, etc. located at (street address) _____ in _____, Texas.

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

One-time concession. You will receive a one-time concession off the *market* rent as stated in Paragraph 6 of the TAA Lease Contract in the total amount of \$ 500.00. This concession will be credited to your rent due for the month(s) of November.

Monthly discount. You will receive a monthly discount of \$ _____ off of the *market* rent as stated in paragraph 6 of the TAA Lease Contract. Your discounted monthly rent will be \$ _____ for _____ months.

Other discount. You will receive the following discount off the *market* rent as stated in Paragraph 6 of the TAA Lease Contract:

3. **Market rent.** The market rent for this dwelling is the rent stated in paragraph 6 of the TAA Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the TAA Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

4. **Payment or repayment for early move out.** If you move out or terminate your TAA Lease Contract early, in violation of the TAA Lease Contract, this addendum will be *immediately terminated*.

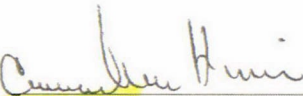
You can fulfill your obligations for rent due under the TAA Lease Contract by immediately paying us for all remaining months of rent owed until the end of the TAA Lease Contract term. Rent owed would be based on market rent as stated in paragraph 6 of the TAA Lease Contract.


If you fail to pay all of your obligations for the rent due under the TAA Lease Contract, as stated above, then you will be required to immediately repay us the amounts of all concessions and/or discounts (*check those that apply*) that you actually received from us for the months you resided in your dwelling, in addition to all other sums due under the TAA Lease Contract for unauthorized surrender or abandonment by the resident (see TAA Lease Contract par. 41).

5. **Mitigation of Damages.** We will exercise customary diligence to relet and minimize damages. We will credit all subsequent rent that we actually receive from successor residents against all future rent paid by you to satisfy the terms of this addendum.

6. **Special provisions.** The following special provisions control over any conflicting provisions of this printed addendum or the TAA Lease Contract.

If you fail to fulfill your lease contract all concessions and discounts taken will be due back to property at time of move out.


Signatures of All Residents


Signature of Owner or Owner's Representative

October 11, 2018
Date of TAA Lease Contract

LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, Texas.

2. Remote control/cards/code for gate access.

- Remote control for gate access. Each resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or your occupants will require a \$ non-refundable fee.
Cards for gate access. Each resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your occupants will require a \$ 50.00 non-refundable fee.
Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency.

3. Damaged, lost or unreturned remote controls, cards or code changes.

- If a remote control is lost, stolen or damaged, a \$ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.
If a card is lost, stolen or damaged, a \$ 50.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ 50.00 deduction from the security deposit.
We may change the code(s) at any time and notify you accordingly.

4. Report damage or malfunctions. Please immediately report to the office any malfunction or damage to gates, fencing, locks, or related equipment.

5. Follow written instructions. You and all other occupants must read and follow the written instructions that have been furnished to you regarding the access gates. If the gates are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

6. Personal injury and/or personal property damage. Anything mechanical or electronic is subject to malfunction. Fencing, gates, or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests, and invitees from crime is the sole responsibility of residents, occupants, and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, guest, occupant, or invitee for personal injury, death, or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates, and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required.

7. Rules in using vehicle gates.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
Never stop your car where the gate can hit your vehicle as the gate opens or closes.
Never follow another vehicle into an open gate. Always use your card to gain entry.
Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
Never force the gate open with your car.
Never get out of your vehicle while the gates are opening or closing.
If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
If you lose your card, please contact the management office immediately.
Do not give your card or code to anyone else.
Do not tamper with gate or allow your occupants to tamper or play with gates.

Handwritten signature of residents

Signatures of All Residents

Handwritten signature of owner or owner's representative

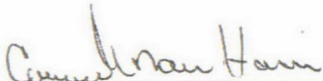
Signature of Owner or Owner's Representative

October 11, 2018

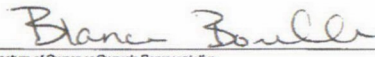
Date of TAA Lease Contract

LEASE ADDENDUM FOR INTRUSION ALARM

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, Texas.
The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Intrusion alarm.** Your dwelling is equipped with an intrusion alarm. It must not be considered a guaranty of safety or security. You should at all times take precautions as if no intrusion alarm exists. You acknowledge that the security of you and your family, occupants, and guests are your responsibility alone. Your use of the alarm system is (check one) required or optional. You are responsible for all fines and other charges resulting from or attributable to the alarm, including false alarm charges for your dwelling.
3. **Permit from city.** You (check one) do or do not have to obtain a city permit for activation and use of the intrusion alarm. If you do, the phone number to call is _____ and it is your responsibility to obtain the permit. You also will be responsible for any fines due to excessive false alarms.
4. **Follow instructions.** You agree to use reasonable care in operating the alarm and to follow the written instructions, rules, and procedures furnished to you by us. Instructions are attached or will be provided to you when you move in.
5. **Alarm company.** You (check one) will or will not have to make arrangements with an independent alarm company to activate and maintain the alarm system. You (check one) may choose your own alarm company or are required to use _____ as your alarm company. The alarm system is repaired and maintained by _____.
6. **Entry by owner.** Upon activation of the alarm system, you must immediately provide us (management) with your security code and any special alarm system instructions for lawful entry into the unit when no one is there, as authorized in paragraph 28 of your TAA Lease Contract. You must reimburse us for any expenses we incur in entering your dwelling, when those expenses are due to your failure to provide the foregoing information.
7. **Repairs or malfunctions.** If the intrusion alarm malfunctions, you agree to (check one) contact your intrusion alarm company immediately for repair or contact us immediately for repair. The cost of repair will be paid by (check one) you or us. Do not tamper with the intrusion alarm system.
8. **No warranty.** We make no guarantees or warranties, express or implied, concerning the alarm system. All guarantees and warranties are expressly disclaimed. Crime can and does occur despite the best security measures. Anything electronic or mechanical is subject to malfunction and human error. Therefore, residents and occupants should not rely on such security systems. *We are absolutely not responsible for malfunction of the alarm.*
9. **Liability.** We are not liable to you, your guests, or other occupants for any injury, damage or loss resulting from the alarm or any malfunction of the alarm. It is strongly recommended that you purchase insurance to cover casualty loss of your property, including loss by theft.
10. **Emergencies.** You agree to call 911, other law enforcement authorities, or emergency medical services in the event of a crime or emergency. Then contact us. We are not required to answer the alarm, but we do have the right to enter and cut off the alarm to minimize annoyance to neighbors when it malfunctions or is not timely cut off.
11. **Entire agreement.** We've made no promises or representations regarding the alarm system except those in this addendum.



Signatures of All Residents



Signature of Owner or Owner's Representative
October 11, 2018

Date of TAA Lease Contract

LEASE ADDENDUM FOR ALLOCATING SERVICES AND GOVERNMENTAL FEES

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.

2. Reason for allocation. Apartment owners receive bills for services provided to residents and charges for various governmental fees. These are direct costs that the apartment community incurs. In order to help control the cost of rent, we have chosen to allocate the services and governmental fees indicated below through an allocated bill using a standardized formula to distribute these costs fairly. While we may impose a nominal fee to help recover our costs in administering these bills, we do not add any other costs to these bills and make no profit off of them.

3. Services and governmental fees allocated. We will allocate the following services and governmental fees:

- Allocation options including Cable/satellite television, Stormwater/drainage, Trash removal/recycling, Street repair/maintenance fee, Emergency services fee, Conservation district fee, Inspection fee, Registration/license fee, and Other.

4. Your payment due date. Payment of your allocated services and governmental fee 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.

5. Allocation procedures. Your monthly rent under the TAA Lease Contract does not include a charge for the services and governmental fees indicated above. Instead, you will be receiving a separate bill from us each month for these services and governmental fees.

You agree to and we will allocate the indicated services and governmental fees for the apartment community based on the allocation method checked below: (check only one)

- Allocation methods: A percentage reflecting your apartment unit's share of the total square footage, A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community, Per dwelling unit, Other formula.

6. Penalties and fees. Only the total of the services and governmental fee bills will be allocated. Penalties or interest for any late payment of these bills by us will be paid for by us and will not be allocated. A nominal administrative fee of \$ per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.

7. Change of allocation formula. The above allocation formula for determining your share of the services and governmental fee bills cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.

8. Right to examine records. You may examine our service and governmental fee bills from the companies and governmental entities and our calculations relating to the monthly allocation of these bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Signature of All Residents: Camilla Henri

Signature of Owner or Owner's Representative: Blanca Bonilla

Date of TAA Lease Contract: October 11, 2018

LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** Governmental entities impose stormwater/drainage fees to help pay for the cost of maintaining the infrastructure needed to prevent flooding and lessen the impact of pollution on our water system. These fees can be significant. Our property has chosen to allocate this fee so residents are more aware of the true costs associated with these fees and so it is not necessary to raise rents to keep pace with these fee increases.
3. **Your payment due date.** Payment of your allocated stormwater/drainage 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 stormwater/drainage bill if we do not receive timely payment. If you are late in paying the stormwater/drainage bill, we may immediately exercise all lawful remedies under your lease contract, including eviction—just like late payment of rent.
4. **Allocation procedures.** Your monthly rent under the TAA Lease Contract does *not* include a charge for stormwater/drainage costs. Instead, you will be receiving a separate bill from us each month for stormwater/drainage. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to and we will allocate the monthly stormwater/drainage bill for the apartment community based on the allocation method checked below. (check only one)
 - A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e. your unit's square footage divided by the total square footage in all apartment units.
 - A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e. the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).
 - Half of your allocation will be based on your apartment's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
 - Per dwelling unit
 - Other formula (see attached page)
5. **Penalties and fees.** Only the total stormwater/drainage bill will be allocated. Penalties or interest for any late payment of the master stormwater/drainage bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$_____ per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.
6. **Change of allocation formula.** The above allocation formula for determining your share of the stormwater/drainage bill cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.
7. **Right to examine records.** You may examine our stormwater/drainage bills from the utility company, and our calculations relating to the monthly allocation of the stormwater/drainage bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.



Signatures of All Residents



Signatures of Owner or Owner's Representative

October 11, 2018

Date of TAA Lease Contract

LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS—FLAT FEE

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the Bridge Partners Apartments in Houston, Texas

OR

the house, duplex, etc. located at (street address) _____ in _____, Texas

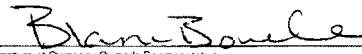
2. **Flat fee for trash/recycling costs.** Your monthly rent under the TAA Lease Contract does *not* include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$ 5.00 for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$ 3.00 per month (not to exceed \$3) for processing and billing.

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

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



Signatures of All Residents



Signature of Owner or Owner's Representative

October 11, 2018

Date of TAA Lease Contract

**LEASE ADDENDUM REGARDING
MOVE-OUT NOTICE**

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 1423 in the **Bridge Partners** _____

_____ Apartments in
Houston _____, Texas
OR the house, duplex, etc. located at (street address) _____ in
_____, Texas.

2. **Replacement of Lease Contract language.** The language of paragraph 36 of the TAA Lease Contract is entirely replaced by the language of this addendum.

3. **Move-out notice.** Before moving out, you must give our representative advance written move-out notice as provided below.

Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 22) except under the situations provided in paragraphs 2, 9, 17, 23 or 31. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

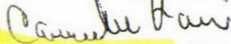
- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 or in special provisions—even if the Lease Contract has become a month-to-month lease. If a move-out notice is received on the first, it will suffice for move-out on the last day of the month of

intended move out, provided that all other requirements below are met.

- The move-out date in your notice *[check one]*:
 must be the last day of the month; or may be the exact day designated in your notice. *If neither is checked, the second applies.*
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.
- If we require you to give us more than 30 days written notice to move out before the end of the lease term, we will give you one written reminder not less than 5 days nor more than 90 days before your deadline for giving us your written move-out notice. For month-to-month leases under such circumstances, you acknowledge that you must give us 60 days move-out notice, but we are not required to give you any additional advance reminder notices.

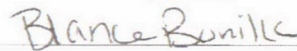
YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice—unless you are in default.

Resident or Residents
[All residents must sign here]



Cassandra D. Harris

Owner or Owner's Representative
[signs here]



Date of Lease Contract
October 11, 2018

Move Out Acknowledgement

By signing below, I authorize the management at the community noted below to immediately discard or throw away any and all personal items that remain in my apartment unit when I surrender the apartment, which is when:

- the move-out date has passed and no one is living in the apartment in management's reasonable judgment; or
- the apartment keys and access devices have been turned in to management.

I also authorize the management at the community noted below to immediately discard or throw away any and all personal items that remain in my apartment unit when I abandon the apartment, which is when:

- everyone appears to have moved out in management's reasonable judgment;
- clothes, furniture, and personal belongings have been substantially removed in management's reasonable judgment;
- I've been in default for nonpayment of rent for 5 consecutive days, or water, gas, or electric service for the apartment not connected in management's name has been terminated or transferred; and
- I've not responded for 2 days to a notice left on the inside of the main entry door stating that management considers the apartment abandoned.
- 10 days have passed after the death of a sole resident.

I surrender any and all claims of possession effective when I surrender or abandon the apartment.

Apartment Community Name The Landings at Willowbrook

Unit # #1423

Street Address 7250 W. Greens rd

City, State, Zip Code Houston, TX 77064

Carroll H. Owen 10-11-2018
Resident Signature Date

Resident Signature Date

Resident Signature Date

Resident Signature Date

Community: _____
Date: _____

A. Move Out Cleaning Instructions:

1. Carpet – thoroughly vacuumed and all spots removed.
2. Entire apartment, including range, exhaust fan, defrosting of refrigerator, bathrooms, closets and cabinets are clean.
3. Flooring – thoroughly cleaned and waxed.
4. Windows – thoroughly cleaned inside and accessible exterior windows.
5. Balcony – swept off completely and all rubbish removed.
6. Fireplace – swept out completely.
7. All debris, rubbish and discards placed in proper rubbish containers.

B. Damage and Replacement costs: (*Subject to Change):

Including, but not limited to the following:

KEYS/CARDS/REMOTES	
Failure to return apartment door key	\$15.00
Failure to return pedestrian gate key	\$10.00
Failure to return mail box key	\$10.00
LIGHT BULBS	
Regular	\$1.00
Chandelier	\$2.50
Par Floods	\$7.50
MISCELLANEOUS	
Clean Fireplace	\$10.00
Clean Patio and/or Storage Area	\$20.00
Haul debris, rubbish and/or discards	\$10.00/bag
Clean patio doors, windows, blinds and mirrors.	\$5.00/ea.

PAINTING & PATCHING

If resident has marked the walls excessively, we will charge for time and materials as follows:

One Bedroom	\$65.00	Four Bedroom	\$125.00
Two Bedroom	\$80.00	Screw holes	\$5.00
Three Bedroom	\$100.00	Molly bolt holes	\$5.00
Repairs	\$25.00 ea.		

CARPET SHAMPOO

If resident has failed to maintain the upkeep (i.e. stains, spots, tears) of the carpet we will charge for time and materials as follows:

One Bedroom	\$40.00	Four Bedroom	\$75.00
Two Bedroom	\$50.00	Townhouse	\$75.00
Three Bedroom	\$65.00 ea.	Flooring (Tile) cleaning	\$10.00-\$20.00

KITCHEN

Sink Strainers	\$2.00	Chipped porcelain	\$2.00
Disposal Stopper	\$2.50	Cabinet door handles	\$2.75

APPLIANCES

Stove & Oven Cleaning	\$15.00-\$25.00	Ice trays	\$2.00 ea.
Refrigerator Cleaning	\$10.00 up	Crisper drawer	\$30.00
Control knobs on stove	\$3.00 ea.	Crisper glass	\$15.00
Drip pans	\$3.50 ea.	Refrigerator shelves	\$10.00 ea.
Oven racks	\$10.00 ea.	Aerator	\$2.00 ea.
Broiler pan	\$10.00	Dishwasher knob	\$4.00 ea.

BATHROOM

Soap and grab	\$10.00	Shower head	\$10.00
Towel bar	\$5.00	Shower rod	\$7.00
Toilet tissue holder	\$5.00	Fixture above vanity	\$25.00
Cleaning	\$20.00	Ceramic wall, ceiling fixture	\$25.00
Commode lid	\$10.00	Mirrors	\$15.00-\$50.00

LIGHT FIXTURES

Dining room chandelier	\$50.00	Small kitchen fixture	\$20.00
Kitchen ceiling fixture	\$30.00	Ceiling fans	\$50.00

WINDOWS, SCREENS, DOORS

Swinging kitchen doors	\$30.00	Sliding closet door mirrored	\$110.00
Sliding glass door	\$100.00	Sliding closet door panel	\$35.00
Window screens	\$10.00	40" x 17" window pane	\$8.00
Hollow core door	\$30.00	28" x 17" window pane	\$6.00
Solid core door	\$80.00	46" x 34" window pane	\$30.00
		34" x 28" window pane	\$14.00

Resident

Management Representative



FIRE EXTINGUISHER ADDENDUM



This Addendum shall become a part of the Apartment Lease Contract ("Lease") dated _____ by and between BRIDGE-NATIONAL PARTNERS II, LP ("Owner"), as "we", "us" or "our", and ("Resident"; whether one or more), as "you" or "your", whereby Resident leased Apartment No. _____ ("Unit") at the LANDINGS AT WILLOWBROOK Apartments. The purpose of this Addendum is to express the terms upon which Resident will be required to maintain a portable fire extinguisher ("Extinguisher") in the Unit. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, it is agreed as follows:

1. Providing the Extinguisher. Resident acknowledges that the Extinguisher has a gauge showing the charge and a minimum rating of 1-A, 10-B: C and has either been (check as applicable):

- Provided to Resident at the beginning of Resident's possession of the Unit; or
Provided in the Unit at the beginning of Resident's possession of the Unit.

(If neither is checked and the Extinguisher is required by applicable law, Resident acknowledges that the Extinguisher has been provided in the Unit.)

2. Maintenance and Operation of the Extinguisher. Resident represents that: (i) Resident will comply with all standards applicable to the location and placement of the Extinguisher in the Unit including (to the extent applicable) the standard adopted by the Houston Fire Department stating that the Extinguisher should be at the kitchen entryway, accessible and no closer than five (5) feet from the cooking appliance; and (ii) Resident knows how to use the Extinguisher in case of fire and will comply with all manufacturer's operating standards, guidelines and instructions with respect to the use, maintenance and operation of the Extinguisher. Resident further acknowledges that in the event the Extinguisher is in need of replacement, Resident shall be responsible for obtaining, at Resident's expense, a replacement extinguisher of the same type and quality as the Extinguisher and maintaining the replacement extinguisher in the Unit in accordance with this Addendum and applicable law.

3. Responsibility for the Extinguisher and Fire Damage or Loss. Resident represents that: (i) it is Resident's responsibility to maintain and properly use and operate the Extinguisher, and Resident will inquire with the Owner in the event that Resident has any questions with respect to the placement, location, use or operation of the Extinguisher; (ii) Owner is not the operator, manufacturer, distributor, retailer or supplier of the Extinguisher; (iii) to the fullest extent allowed by law, Resident assumes responsibility for all risks and hazards contributed to, connected with or in any way related to the operation, malfunction or failure of the Extinguisher, regardless of whether such malfunction or failure is attributable to, connected with or in any way related to the use, operation, manufacturer, distribution, repair, servicing or installation of the Extinguisher; and (iv) neither Owner nor Owner's agents, employees or representatives have made any type of representation, warranty or promise or have undertaken or assumed any duties, whether expressed or implied or otherwise, relating to the Extinguisher or the performance of the Extinguisher. OWNER NEITHER MAKES, ADOPTS NOR ASSIGNS ANY WARRANTY OF ANY NATURE REGARDING THE EXTINGUISHER AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSES, MERCHANTABILITY OR HABITABILITY OR ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES. Resident acknowledges that owner is not liable for damage or loss to person or property caused by: (i) Resident's failure to inspect or maintain the Extinguisher in accordance with this Addendum and applicable law; (ii) Resident's failure to notify Owner, or Owner's failure to cure any problem, defect, malfunction or failure of the Extinguisher, unless otherwise required by law; or (iii) theft of the Extinguisher.

4. Fire Safety Guidelines. Resident acknowledges that due to the close proximity of units in any apartment community, every resident has a responsibility and an obligation to prevent fires. Accordingly, Resident agrees to use common sense and take proper precautions to promote fire safety and prevent fires from occurring including compliance with the following guidelines: