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Received - 2023-02-10 07:34:52 AM
Control Number - 51619
ItemNumber - 108

DOCKET NO. 51619

**COMPLAINT OF JEFF CONORS
AGAINST THE GALLERY
APARTMENTS, ROSCOE PROPERTY
MANAGEMENT, AND CONSERVICE**

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**PUBLIC UTILITY COMMISSION

OF TEXAS**

**THE GALLERY APARTMENTS AND ROSCOE PROPERTY MANAGEMENT'S
SUPPLEMENTAL EXHIBIT LIST**

The Gallery Apartments and Roscoe Property Management ("RPM") (collectively, the "Respondent") respectfully submit this their witness and exhibit list.

Supplemental Exhibit List

Exhibit	Description	Admitted
A	Direct Testimony of Respondent	Y
B	Rebuttal Testimony of Respondent – Jaime Hearn	Y
C	Lease – See Item No. 32	Y
D	Water and Wastewater Rates – See Item No. 32	Y
E	Complainant's Utility and Rent Statements from Conservice– See Item No. 32	Y
F	City of Austin Utility Statements – See Item No. 32	Y
G	Conservice – "How is my Conservice Utility Bill Calculated?" – See Item No. 32	Y
H	Refund Check issued to Mr. Conners– See Item No. 94	Y
I	Respondent Roscoe Property Management's Response to First Request for Information – Item No. 34	Y
J	Item No. 10 – Email dtd January 5, 2021 w/ all attachments	Y*
K	Item No. 12 – Email dtd February 5, 2021 w/all attachments	Y*
	Additional Exhibits offered 2/10/2023	
L	City of Austin Water Bills 8/14/2019 to 9/13/2019 and 9/13/2019 to 10/14/2019	

*offered and admitted at the oral hearing

Respectfully submitted,
HOOVER SLOVACEK LLP
By: /s/Daniel S. Edmunds
Daniel S. Edmunds
Texas Bar Number: 24115624
edmunds@hooverslovacek.com

ATTORNEYS FOR RPM

DOCKET NO. 51619

COMPLAINT OF JEFF CONORS	§	PUBLIC UTILITY COMMISSION
AGAINST THE GALLERY	§	
APARTMENTS, ROSCOE PROPERTY	§	OF TEXAS
MANAGEMENT, AND CONSERVICE	§	

**THE GALLERY APARTMENTS AND ROSCOE PROPERTY MANAGEMENT’S
POSITION STATEMENT AND DIRECT TESTIMONY**

The Gallery Apartments and Roscoe Property Management (“RPM”) (collectively, the “Respondent”) respectfully submit this their position statement and Direct Testimony in response to the Complaint of Jeff Connors.

I. POSITION STATEMENT

A. Summary of Respondent’s Position – Math. Not Malfeasance.

1. Jeff Connors (“Complainant”) filed his formal complaint on December 14, 2020 against The Gallery Apartments (The Gallery I and The Gallery II), Roscoe Property Management, and Conservice regarding billing practices for water services. *The issue in this case is one of mathematics, not malfeasance.*

2. The Gallery II’s methodology for allocating water complied with Substantive Rule §24.281. At the time, the allocation formula used was heavily influenced by the *occupancy rate*. In the early days of the COVID-19 pandemic, the occupancy rate at Gallery II dropped as residents struggled to meet their rental obligations and often elected to move back to single family homes occupied by parents or other relatives, as such was viewed as safer than apartment living.

3. When the Complainant noticed a slight increase in his water bill, he assumed it was due to malfeasance and accused the Respondent of improperly including irrigation and construction related water usage into the allocation formula. This was NOT the case. The slight

increase noticed by the Complainant was due to the steady loss of occupancy experienced during the beginning of the pandemic.

4. Eventually, through their third-party billing company, Conservice, the Respondents changed their allocation method. This resulted in a decrease of the Complainant's water bill. Instead of being grateful, Complainant again assumed that a decrease in the water bill could only mean that the Respondents finally stopped their improper billing practices. Again, this was not the case.

5. As indicated above, at all times, the water at the Gallery Apartments was billed using a PUC approved allocation formula. The slight variance in the Complainant's monthly water bill is due to math. Not malfeasance.

B. Procedural History and Prior Complaint.

6. Prior to filing his formal complaint, Complainant filed an informal complaint alleging essentially the same claims against The Gallery II Apartments. The informal complaint was investigated by the Consumer Protection Division of the PUC and the result of the investigation was determined in The Gallery II's favor, finding that The Gallery II "acted consistently with Substantive Rule §24.277 Owner Registration and Records and §24.281 Charges and Calculations. *See Exhibit 1 to Respondents' Original Response, incorporated herein by reference.* Additionally, the Consumer Protection Division informed the Complainant that Respondent Conservice provided an explanation of how the water and sewer bills are calculated, and that the explanation was also in line with Substantive Rule §24.281 Charges and Calculations. *Id.*

C. Direct Testimony/Statement of Facts

7. All facts stated above incorporated herein as if fully set forth once again below. All documents incorporated herein by reference or attached hereto will be testified to as business records at the hearing.

8. RPM took over operations of The Gallery and Gallery II on July 25, 2019. Respondent Roscoe cannot speak to the previous management company's practices nor to the billing practices conducted by Performance Utility Management and Billing. *See Exhibit 1.*

9. As is ordinary and customary within the apartment industry, RPM relies on a third-party billing company for management of its water and wastewater billing to its residents. RPM uses Conservice, who is listed as a co-respondent on this matter. Conservice is paid valuable consideration in exchange for managing the entire water and wastewater billing operation on behalf of Respondents, including but not limited to identifying allocation methods which comply with applicable rules and regulations, filing necessary registration statements relative to selected allocation methods, and calculating, preparing, and sending resident water and wastewater bills to residents on a monthly basis. Conservice began sending monthly water bills to residents of Gallery Apartments on behalf of Respondents in October 2019. *See Attachment B and E provided in response to Commission Staff's First Request for Information, incorporated herein by reference.*

10. The Gallery Apartments allocates its water and wastewater in accordance with the PUC Substantive Rules found in Chapter 24. *See Exhibit A, Leases, provided in response to Commission Staff's First Request for Information, incorporated herein by reference.* In the Complainant's Lease, he was notified very clearly that his water would be allocated, and that the allocation method used relied on a "combination of actual occupancy and Square feet of the apartment." *See Exhibit A, Lease Addendum for Allocating Water/Wastewater Costs, ¶ 4.*

11. Although Respondent Conservice can speak more clearly to this issue, each bill sent by Conservice to Complainant included a detailed explanation of the allocation formula. *See Attachment E (RPM000138 – 170).*

12. From October 2019 to May 2020, the allocation formula used was one that factored in actual occupancy, such that as occupancy decreased, the Complainant's water/wastewater bill slightly increased. A detailed explanation of the *math* for each month was provided to Complainant with each bill and can be found in **Attachment E (RPM000138 – 154)**. As the occupancy rate dropped, the allocation formula resulted in slightly higher water/wastewater costs. The highest bill the Complainant received from Conservice was \$52.26 in May 2020, which resulted from the occupancy rate at the property decreasing by 44% since October 2019. *See Attachment E (RPM000138 – 154)*. This was math, not malfeasance. The water bill did not increase due to the sudden inclusion of irrigation or construction related water usage.

13. Beginning in June 2020, through Conservice, the Respondents changed their allocation method. *See Attachment E (RPM000155 – 170)*. The new formula was not influenced by the occupancy rate, so Complainant actually saw his water/wastewater bill decrease. *Id.* in other words, the Respondents, although having no obligation to do so, actually made a change that BENEFITED the residents, including Complainant. This method matches the allocation method reflected on the current utility service registration on file with the PUC as Control No. 51613.

14. The math identified in the Conservice explanations clearly shows that the water bill did not increase due to the sudden inclusion of irrigation or construction related water usage.

Likewise, when the bill decreased again, it was due to a formula change and NOT the fact that Respondents suddenly realized the errors of their ways.

D. All Requested Relief Has Been Requested

15. The water allocation methods used by Respondents, through their third-party billing contractor, Conservice, were at all times in compliance with PUC rules and guidelines. This has already been verified once by Investigator Isabel Ford with the Consumer Protection Division. *See Exhibit 1.*

16. Notwithstanding the lack of liability by Respondents, the Complainant has already been provided all requested relief sought. In his Amended Statement of Relief, filed as Item No. 39, Complainant seeks the following: (a) \$85.06 which represents the refund amount that Complainant believes to be entitled; and (b) “Copies of the total amount that Roscoe billed to residents of The Gallery II for water and wastewater for the January 2020 – June 2020 monthly bills.” *See Amended Relief Sought, on file as Document No. 39 and incorporated herein by reference. All requested relief has been provided:*

(a) **Refund of \$85.06.** Respondents sent Complainant the requested refund of \$85.06 check on September 26, 2020. *See Check to Mr. Connors dated September 26, 2022, with delivery and tracking information, attached hereto as Exhibit F.* This was an unconditional payment. No consideration was sought in return.

(b) **Request for “total amount billed”.** In his amended statement of relief, Complainant seeks “the total amount billed” from January 2020 to June 2020. This information was already provided by Respondents in response to the Commission’s Request for Information. *See Attachment B and E provided in*

response to Commission Staff's First Request for Information (Item No. 32), incorporated herein by reference. Specifically, please refer to **RPM000146 – 156 and RPM000111 – 138** for the total, exact amount billed to residents for both water and wastewater for the requested months.

II. CONCLUSION

The methods used by Conservice for water allocations are in compliance with PUC rules and guidelines. Respondents are substantially in compliance with Complainant's amended request for records because the "total amount billed" for each requested month has already been provided. Likewise, the monetary relief requested has also been provided. Respondent respectfully requests that the Commission Staff makes the same determination as Investigator Isabel Ford with the Consumer Protection Division and finds that Respondents acted consistent with the PUC Substantive Rule §24.281.

Respectfully submitted,

HOOVER SLOVACEK LLP

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ATTORNEYS FOR RPM

EXHIBIT F

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PARTNER
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HOOVER SLOVACEK LLP

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
GALLERIA TOWER II
5051 WESTHEIMER, SUITE 1200
HOUSTON, TEXAS 77056
(713) 977-8686
FAX (713) 977-5395

REPLY TO:
P.O. BOX 4547
HOUSTON, TEXAS 77210

September 26, 2022

Via Federal Express

Jeff Conners
3506 Menchaca Road
Apartment No. 239
Austin, Texas 78704

RE: Refund of Certain Disputed Utility Payments

Dear Mr. Conners:

It is my understanding that you have asserted that you are entitled to a refund of \$85.06 related to utility payments that you made to The Gallery Apartments while they were managed by Roscoe Properties.

Roscoe Properties and The Gallery Apartments deny any wrongdoing, however, please find enclosed Check No. 120488 in the amount of 85.06, which has been issued to you on behalf of Roscoe Properties and The Gallery Apartments.

Very truly yours,

HOOVER SLOVACEK LLP



Daniel S. Edmunds, Jr.

HOOVER SLOVACEK LLP

120488

VENDOR: JEFF CONNORS


09/20/22

CHECK NO: 120488

OUR REF. NO.	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN
160735	152342.267/DSE	9/20/2022	85.06	85.06	

CHECK AMOUNT

\$85.06

HOOVER SLOVACEK LLP ATTORNEYS AT LAW A REGISTERED LIMITED LIABILITY PARTNERSHIP P.O. BOX 4547 HOUSTON, TEXAS 77210 713/977-8686 5051 WESTHEIMER, STE 1200, HOUSTON, TX 77056		CHASE JPMorgan Chase Bank, N.A. www.Chase.com 32-61/1110		120488
PAY		CHECK NO.	CHECK DATE	VENDOR NO.
		120488	09/20/22	1245
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Eighty-five and six/100*****				\$85.06
TO THE ORDER OF	JEFF CONNORS 3506 MENCHACA ROAD, APT. 239 AUSTIN, TX 78704		HOOVER SLOVACEK LLP  AUTHORIZED SIGNATURE	
⑈ 120488 ⑈ ⑆ 111000614⑆ 6902083871⑈				

ORIGIN ID: HOUA (713) 977-8686
ERICA CERRITOS

SHIP DATE: 27SEP22
ACTWGT: 0.50 LB
CAD: 10295175/NET4530

5051 WESTHEIMER
SUITE 1200
HOUSTON, TX 77056
UNITED STATES US

BILL SENDER

TO JEFF CONNERS

3506 MENCHACA ROAD #239

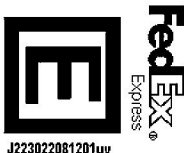
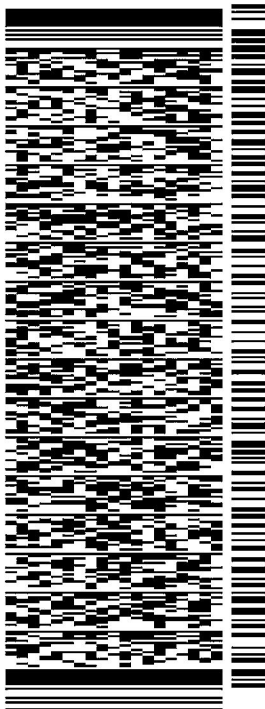
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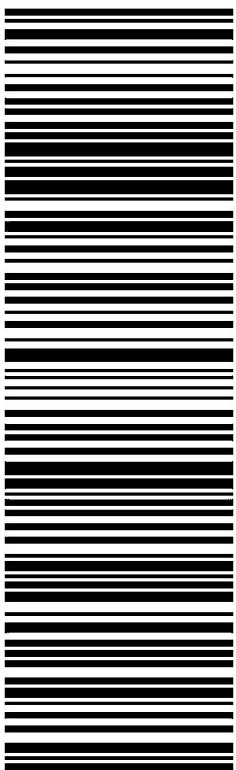
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**THE GALLERY APARTMENTS AND ROSCOE PROPERTY MANAGEMENT'S
REBUTTAL POSITION STATEMENT AND DIRECT TESTIMONY**

The Gallery Apartments and Roscoe Property Management ("RPM") (collectively, the "Respondent") respectfully submit this rebuttal position statement and Direct Testimony.

REBUTTAL POSITION STATEMENT

1. **Mr. Connors claims he was overbilled \$85.06. PUC Direct Testimony claims Mr. Connors was overbilled \$74.47. PUC and Mr. Connors both claim he has not been provided with the "total amount billed to all tenants" as required by 16 TAC § 24.277(e)(8).**

2. **Overbilling** – PUC Direct testimony concludes that the Respondents allocated customer service charges to its tenants and, without explaining their calculation, conclude that this resulted in Mr. Connors being overbilled by \$74.47. This is demonstrably false.

Total Consumption in Gallons	258900
City of Austin Water - Multi-Family	
Customer Charge	\$75.10
Fixed Charge	\$292.00
258,900 Gallons at \$4.53 per 1,000 - Off Peak	\$1,172.82
258,900 Gallons at \$0.15 per 1,000 - Water Community Benefit Charge	\$38.84
258,900 Gallons at \$0.05 per 1,000 - Reserve Fund Surcharge	\$12.95
Private Hydrant Fee 2 @ \$2.50 ea	\$5.00
TOTAL CURRENT CHARGES	\$1,596.71

A 25% common area deduction is subtracted from the total water charge for your building to calculate the amount that will be allocated to residents.

\$1224.61 - \$306.15 = \$918.46

As you can see, in this example, a total of \$1,224.61 was allocated to tenants. This NEVER included service charges, fixed charges, or hydrant charges. It was strictly water and

wastewater suage. The same is true on each and every bill. The assertion that customer service charges were included in the amounts allocated to tenants is simply false.

1) The PUC's overbilling calculation of \$74.47 is based on the false premise that customer service charges were billed to Mr. Conners. The interest calculation on that amount is equally invalid.

2) Notwithstanding the fact that this overbilling allegation is inaccurate, to avoid needless waste of public and private resources, Respondent paid Mr. Conners' \$85.06. What is even left to decide here?

3. **"Total amount billed to all tenants"** – The other issue in this case is that Mr. Conners was not provided with the "total amount billed to all tenants" as required by 16 TAC § 24.277(e)(8). In fact, this was repeated in the PUC Direct Testimony. **But, this is also not true. This issue is just as moot as the issue of overpayment.**

1) The "total amount billed to all tenants" as required by Section 24.277(e)(8) was provided to Conners on January 5, 2021. Over two years ago!

2) It was provided to him again when it was filed into this court on October 4, 2021. Over 15 months ago!

3) **It is located on pages bates labeled RPM000139 – 170. It looks like this:**

A 25% common area deduction is subtracted from the total water charge for your building to calculate the amount that will be allocated to residents.	$\$1873.08 - \$468.27 = \$1404.81$
--	------------------------------------

4. Given that this information was provided to Mr. Conners over 2 years ago and then again over 15 months ago, what are we doing here?

5. Some of the other statements made in the PUC Direct testimony are also not true.

- 1) The bills sent by Conservice were timely allocated to the tenants. For example, a bill paid by the owner in the month of December was allocated to residents the very next month of January. How could it be any faster? Was the owner expected to require the tenants to pay for the utilities prior to the owner even paying for them?
- 2) The bills sent by Conservice did clearly explain the water was allocated. So did the lease. There was no confusion about this.

DIRECT TESTIMONY OF JAMIE HEARN

Q: Please state your name?

A. Jaime Hearn

Q: How are you employed?

A. Regional VP of Roscoe Properties.

Q: What is the purpose of your testimony here today?

A. The purpose of my testimony is to support my position that the Respondents complied with its requirements under applicable law. My purpose is also to rebut the direct testimony which has been provided by other parties in this proceeding.

Q: On pp. 5-7 of the Direct Testimony of the Public Utility Commission, she states that the Respondents complied with their registration requirements of 16 TAC § 24.281. Do you agree that the Respondents complied with their registration obligations?

A. YES. The Respondents complied with their registration requirements. The Respondents retain Conservice, who calls themselves “The Utility Experts,” to handle their registration and utility billing and to ensure that they are compliant with applicable laws and regulations.

Q: On p. 9, lines 9-13, of the Direct Testimony of the Public Utility Commission, she states that the Respondents failed to provide to Mr. Connors the total amount billed to the residents each month of the requested period. Do you agree with this assessment?

A. No. Section 24.277(e)(8) states that a tenant is entitled to review records which include “the total amount billed to all tenants each month.” This information HAS BEEN provided to Mr. Connors, several times.

The requested period was from October 2019 to December 2020.

The “total amount billed to all tenants” is located on the right side of the top row of each page labeled RPM000139 – 170, as found in Item No. 32 in the record of this case. It looks like this:

A 25% common area deduction is subtracted from the total water charge for your building to calculate the amount that will be allocated to residents.	$\$1873.08 - \$468.27 = \$1404.81$
--	------------------------------------

This information was provided to Mr. Conners at least two occasions:

Disclosure #1 – January 5, 2021. According to Mr. Conners, this information was provided to him on January 5, 2021.

Disclosure #2 – October 4, 2021. This information was disclosed again over a year ago. See RPM000139 – 170.

Q: On p. 11, lines 19-29, of the Direct Testimony of the Public Utility Commission, she states that the Respondents failed to deduct customer service charges before the water and wastewater charges were allocated to the tenants. Is this true?

A. No. This is NOT true. The documents on file in this case clearly show that the customer service charges *were deducted* from the charges allocated to the tenants. To illustrate this point, we must do math and refer to the bills received from the City, the bills sent to the residents, and the explanation of charges. For example:

- **RPM000135** is a bill from the City dated November 15, 2019 which was not due until December 2, 2019.
- On page 2 (**RPM000136**¹) you can see a breakdown of water and wastewater charges.
 - **Water** - You can see a customer service charge of \$75.00, a fixed charge of \$292.00, and a hydrant charge of \$5.00.
 - **Wastewater**. You can see a customer service charge of \$10.00.
 - Contrary to the claims made by Conners and the PUC, NONE of these charges were included in the amount allocated to the tenants. You can see:
 - water usage charges totaling **\$1,224.61** and
 - wastewater usage charges of **\$987.00**.
 - Then, if you look to **RPM000145**, this is the **water** bill that posted to the tenants in January 2020.
 - On the right-hand column, top row, you can see that a total of **\$1,224.61** was allocated to tenants².
 - Again, this does NOT include the customer service charge of \$75.00, the fixed charge of \$292.00, or the hydrant charge of \$5.00. To say otherwise, or to say that evidence has not been provided is inaccurate.

¹ see also, p. C21 of Item No. 71 filed by Complainant.

² see also, p. C22 of Item No. 71 filed by complainant.

- Then, if you look to **RPM000146**, this is the **wastewater** bill that posted to the tenants on January 2020.
 - On the right-hand column, top row, you can see that a total of **\$987.00** was allocated to tenants.
 - Again, this does NOT include the customer service charge of \$10.00. To say otherwise, or to say that evidence has not been provided is inaccurate.
- Note, because the bill in this example was due December 2, 2019, it could not post to the tenants until the following month. It is **simply impossible** to post it to the tenants prior to the date that it is due to the City.
- Please also refer to C25-C44 provided by Complainant in Item No. 71 for verification that each month, the allocated amount did NOT include the customer service charges.

Q: On p. 11, lines 31-31, of the Direct Testimony of the Public Utility Commission, she concludes that the Complainant was overbilled due to the fact that service charges were included in the allocated amount.

A. No. As demonstrated conclusively above, the bills from Conservice show that the customer service charges were NOT included in the amount allocated to tenants. *Respondents do not agree with the addition of interest upon non-existent charges.*

Q: On pp. 11-12, lines 34-37, of the Direct Testimony of the Public Utility Commission, she calculated, without explaining how, an overbilling of \$74.47 (see p. 12, ln 37). Do you agree with this?

A. No. This is NOT true. As demonstrated conclusively above, the bills from Conservice show that the customer service charges were NOT included in the amount allocated to tenants. Although the calculation is not explained, based upon the previous answers, this appears to be the aggregate amount of customer service charges that were supposedly allocated to Mr. Connors.

Q: On pp. 12-13 of the Direct Testimony of the Public Utility Commission, the PUC adds interest to the aggregate amount of customer service charges that were supposedly allocated to Mr. Connors. Do you agree with this?

A. No. As demonstrated conclusively above, the bills from Conservice show that the customer service charges were NOT included in the amount allocated to tenants. *Respondents do not agree with the addition of interest upon non-existent charges.*

Q: On p. 14, lines 17-23, of the Direct Testimony of the Public Utility Commission, she stated that Respondents failed to timely provide bills to Mr. Connors. Calculated. Do you agree with this?

A. No. This is NOT true. In the example mentioned above, the water bill from the City of Austin was due and paid on **December 2, 2019**. This bill is sent to Conservice who posted it to the tenant's account on **January 1, 2020**. This is timely.

It would defy logic and is **flat out impossible** for it to be posted to the tenant's count any sooner than that.

Consider this - How could a bill that is paid by the owner on December 2, 2019 be allocated and applied to a tenants' account on December 1, 2019? That would certainly be a severe violation to allocate a bill that hasn't even been paid yet.

Q: On p. 15, lines 12-14, of the Direct Testimony of Kathryn Eiland of the Public Utility Commission, she states that the bills sent to Complainant did not indicate that his utility services were allocated. Do you agree with this?

A. No. This is not true. The bills from Conservice DO indicate that the utilities were allocated. As demonstrated conclusively above, the customer service charges were NOT included in the amount allocated to tenants.

See RPM000062 – 69. These bills from Conservice state, “Water [and sewer] service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount **is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.**”

Water

Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

See RPM000070 – 81. These bills from Conservice describe the allocation method in compliance with 16 TAC § 24.283(f).

Q: On p. 17, in conclusion, of the Direct Testimony of Kathryn Eiland of the Public Utility Commission, she recommends that you pay Mr. Connors \$76.90 based upon her calculation of erroneously charged customer service charges plus interest. She also recommends a compliance review of your practices and a report on how to correct deficiencies. Do you agree with this?

A. No. As demonstrated conclusively above, the bills from Conservice show that the customer service charges were NOT included in the amount allocated to tenants. *Respondents do not agree with the addition of interest upon non-existent charges.*

Also, most of the infractions identified are not true. If any are true, it is my understanding that they were prior to the Respondents management of the property and/or that Conservice has already cleared up some of the billing disclosure issues.

Finally, we sent Mr. Conners a check for \$85.06 in order to avoid this futile exercise. This is a waste of public and private resources.

Q: Is there anything else you'd like to say?

A. As stated above, and in Respondents Amended Motion to Dismiss, Mr. Conners has no live claims.

Mr. Conners received all the information he is entitled to. The information he was allegedly missing was the "total amount billed to all tenants" per 16 TAC § 24.277(e)(8). This was provided to him on January 5, 2021 and October 4, 2021. Over 2 years ago!!!!

Mr. Conners has been made whole according to his own calculations and the calculations of the PUC, both of which Respondents disagree with.

There is absolutely no reason to be still administratively litigating this case.

CONCLUSION

The methods used by Conservice for water allocations are in compliance with PUC rules and guidelines. Respondents are substantially in compliance with Complainant's amended request for records because the "total amount billed" for each requested month has already been provided. Likewise, the monetary relief requested has also been provided. Respondent respectfully requests that the Commission Staff makes the same determination as Investigator Isabel Ford with the Consumer Protection Division and finds that Respondents acted consistent with the PUC Substantive Rule §24.281.

Respectfully submitted,

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ATTORNEYS FOR RPM



Filing Receipt

Received - 2021-10-04 04:43:16 PM
Control Number - 51619
ItemNumber - 32

Bed Bug Addendum

Date of Lease: February 1, 2019
(when the Lease is filed 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. # 239 at VM 3506 Manchaca, LLC

(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)

(city)

(state) _____ (zip).

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

3. Inspection. (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)

<u>Jeffrey Michael Connors</u>	<u>02/03/2019</u>
(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)

<u>Sara Looney</u>	<u>02/07/2019</u>
	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. 239 in the VM 3506 Manchaca, LLC Apartments in Austin, 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]

Jeffrey Michael Connors
Signature of All Residents

Sara Loney
Signature of Owner or Owner's Representative

February 1, 2019
Date of TAA Lease Contract

Texas Apartment Association



TEXAS APARTMENT ASSOCIATION

L M E M B E R

This Lease Contract is valid only if filled out before January 1, 2020.

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Date of Lease Contract: February 1, 2019
(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*):
Jeffery Conners

and us, the owner: VM 3506 Manchaca, LLC(name of apartment community or title holder). You are renting Apartment No. 239 at 3506 ManchacaRd (street address) in Austin(city), Texas 78704 (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*):
Above Only

—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 1st day of April (month), 2019 (year), and ends at 11:59 p.m. the 31st day of March (month), 2020 (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 \$ 250.00, 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), 1 mailbox key(s), and _____ other access devices for _____

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 \$ 1050.00 per month for rent, in advance and without demand (*check one*):
☐ at the onsite manager's office
☒ through our online payment site
☒ at www.thegalleryaustin.com

Prorated rent of \$ _____ 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 \$ 95.00, 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 \$ 95.00 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 _____

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.

Only certified funds accepted after the 3rd of the month or 2 NSF's. No cash accepted. Add \$25 for valet trash.

10. **Unlawful Early Move-Out And Rerletting Charge.**

10.1 **Your Responsibility.** You'll be liable for a rerletting charge of \$ 892.50 (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 rerletting charge is not a cancellation fee and does not release you from your obligations under this Lease. See the next section.**

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 kenneled 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;

- (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 coresidents, 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 coresident 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-impaired 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:

- (a) keep common areas reasonably clean, subject to Par. 25;
- (b) maintain fixtures, hot water, heating, and air-conditioning equipment;
- (c) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
- (d) 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:*

- (a) 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;
- (b) 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**
- (c) 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 lockout 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 Clause

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.

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:***

- 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.
- Your move-out notice must be in writing. An oral move-out notice will not be accepted and will not terminate your Lease.
- Your move-out notice must not terminate the Lease sooner than the end of the Lease 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 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).

SUMMARY OF KEY INFORMATION

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

Address: **3506 Manchaca Rd** Unit # **239**

Beginning date of Lease (Par. 3) **04/01/2019** Ending date of Lease (Par. 3) **03/31/2020**

Number of days notice for termination (Par. 3) **60** Consent for guests staying more than **3** days (Par. 2)

Total security deposit (Par. 4) \$ **250.00** Animal deposit (if any) \$ **0.00**

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, **1** mailbox, _____ other _____

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.thegalleryaustin.com**

Check here if included in monthly rent: ☐ garage, ☐ storage, ☐ carport, ☐ washer/dryer, or ☐ other _____

Total monthly rent (Par. 6) \$ **1050.00** Prorated rent (Par. 6) for (check one) ☐ first month OR ☐ second month \$ _____

Late charges if rent is not paid on or before (Par. 6) **3rd** ☐ Daily late charge (Par. 6) \$ **10.00**

Initial late charge (Par. 6) \$ **95.00** Animal violation charges (Par. 27)

Returned-check charge (Par. 6) \$ **95.00** Initial \$ **100.00** Daily \$ **10.00**

Monthly animal rent (if any) \$ **0.00** Monthly trash / waste (if any) \$ **9.00**

Monthly pest control (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 _____

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) \$ **892.50**

Special provisions (Par. 9): **Only certified funds accepted after the 3rd of the month or 2 NSF's.**

No cash accepted. Add \$25 for valet trash.

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
- ☒ Renters 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 _____
 - ☐ Other _____
 - ☐ Other _____
 - ☐ 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 _____
(Always call 911 for police, fire, or medical emergencies.)

Date form is filled out (same as on top of page 1) **02/01/2019**

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: **SM**

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)

Jeffrey Michael Connors **02/03/2019**
(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)

Sara Looney
Address and phone number of owner's representative for notice purposes
3622 Manchaca Rd

(512) 655-2922

Your initials: **SM**

☒ Blue Moon eSignature Services Document ID: 163996807

Service Form 17-A/B-1/B-2/B-3 Revised October 2017 **RPM000011**

Animal Addendum

Date of Lease: February 1, 2019
 (when the Lease is filled out)

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

1. Dwelling Unit.

Unit # 239
 at 3506 Manchaca Rd (street address)
 in Austin (city),
 Texas 78704 (zip code).

Color: _____

Weight: _____

Age: _____

City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

2. Lease Contract.

Lease Contract date: February 1, 2019

Owner's name: VM 3506 Manchaca, LLC

Residents (list all residents): Jeffery Connors

Animal's name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____

Age: _____

City of license: _____

License #: _____

Date of last rabies shot: _____

Housebroken? _____

Animal owner's name: _____

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

4. Animal Deposit. You must pay a one-time animal deposit of \$ 0.00 when you sign this addendum. This deposit adds to your total security deposit under the Lease Contract, and we consider that total balance a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease Contract, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

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

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

7. Additional Monthly Rent. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 0.00.

8. Additional Fee. You must also pay a one-time nonrefundable fee of \$ 0.00 to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

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

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

Animal's name: _____

Type: _____

Breed: _____

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

No visiting animals allowed at any
time. Animals must be on a leash
outside the apartment. Must pick up
after your animal; \$75 violation for
each occurrence.

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

Doctor: _____

Address: _____

City/State/Zip: _____

Phone: (_____) _____

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

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

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

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

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

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

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

- 13.7 Off-Limit Areas.** You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.
- 13.8 Food & Water.** Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- 13.9 Leash.** You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We'll charge you a reasonable fee for picking up and keeping unleashed animals.
- 13.10 Animal Waste.** Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it's done in a litter box with a kitty-litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.
- 14. Additional Rules.** We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.
- 15. Violation of Rules.** If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including eviction and recovering damages and attorney's fees from you.
- 16. Complaints About Animal.** If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.
- 17. Our Removal of an Animal.** In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.
- 17.1 Causes for Removal.** We can remove an animal under this paragraph if, in our sole judgment, you have:
- (A) abandoned the animal;
 - (B) left the animal in the dwelling unit for an extended period of time without food or water;
 - (C) failed to care for a sick animal;
 - (D) violated our animal rules; OR
 - (E) let the animal defecate or urinate where it's not allowed.
- 17.2 Removal Process.** To remove an animal, we must follow the procedures in paragraphs 27 and 28 of the Lease Contract, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.
- 18. Liability for Damage, Injuries, Cleaning.** Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.
- 19. Move-Out.** Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.
- 20. Multiple Residents.** Each resident who signed the Lease Contract must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.
- 21. Dog Park.** We may provide an area to be used as a dog park. While using the park, you will be required to supervise your dog, but may remove the leash. Leashes must be used while traveling to and from the park. The park is not supervised or monitored in any way, and you use the park at your own risk. We are not liable for any injury, damage or loss which is caused as a result of any problem, defect or malfunction of the park. We are also not liable for injury, damage or loss to any person, animal or property caused by any other person or animal, including, but not limited to, dog bite, trespass, assault or any other crime. Furthermore, we are not liable for any disruption in the park's operation or performance. You hereby release us and our agents, contractors, employees and representatives from any liability connected with the park. You agree to be responsible for any property damage caused by you, your guests or other occupants to the park. You understand that participating in any activity at the park carries a risk of injury, and you are willing to assume this risk. We make no representations or warranties of any kind regarding the park.
- 22. General.** You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease Contract described above.

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

Resident or Residents (all sign below)	Owner or Owner's Representative (sign below)
<u>Jeffrey Michael Connors</u> 02/03/2019	<u>Sara Looney</u> 02/07/2019
(Name of Resident) Date signed	Date signed
_____ (Name of Resident) Date signed	
_____ (Name of Resident) Date signed	
_____ (Name of Resident) Date signed	
_____ (Name of Resident) Date signed	
_____ (Name of Resident) Date signed	

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



Mold Information and Prevention Addendum

Date of Lease: **February 1, 2019**
(when the Lease is filled out)

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 # 239

at VM 3506 Manchaca, LLC

(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.

Resident or Residents (all sign below)

Jeffrey Michael Connors 02/03/2019
(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)

Sara Looney 02/07/2019
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 EARLY TERMINATION OF LEASE CONTRACT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 239 in the VM 3506 Manchaca, LLC Apartments in Austin, 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 \$ 892.50 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 30 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: Breaking your lease requires 60 day notice, 85% of one month's rent, and repay any concessions/discounts and any locator commissions.

Jeffrey Michael Connors
Signatures of All Residents

Sara Loney
Signature of Owner or Owner's Representative

February 1, 2019

Date of TAA Lease Contract

LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 239 in the VM 3506 Manchaca, LLC Apartments in Austin, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.
3. **Your payment due date.** Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
4. **Allocation procedures.** Your monthly rent under the 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);
 - ☒ 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 \$ _____ per unit, varying from \$ _____ to \$ _____ for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.
8. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
9. **PUC.** Water allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.
10. **Conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

Jeffrey Michael Connors
Signatures of All Residents

Sara Bozney
Signature of Owner or Owner's Representative

February 1, 2019

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 §24.124(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

to the owner multiplied by the tenant's monthly water consumption;

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

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

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 239 in the VM 3506 Manchaca, LLC in Austin, 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 \$ _____. This concession will be credited to your rent due for the month(s) of _____.

☐ 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.

Breaking your lease requires 60 day notice, 85% of one month's rent, and repay any concessions/discounts and any locator commissions.

Jeffrey Michael Connors
Signatures of All Residents

Sara Loney
Signature of Owner or Owner's Representative

February 1, 2019

Date of TAA Lease Contract

LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 239 in the VM 3506 Manchaca, LLC Apartments in Austin, 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.

Jeffrey Michael Connors
Signatures of All Residents

Sara Boney
Signature of Owner or Owner's Representative

February 1, 2019
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. 239 in the VM 3506 Manchaca, LLC Apartments in Austin, 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 \$ 9.00 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.

Jeffrey Michael Connor
Signatures of All Residents

Sara Leary
Signature of Owner or Owner's Representative

February 1, 2019
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. 239 in the VM 3506 Manchaca, LLC

_____ Apartments in
Austin, 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]

Jeffrey Michael Connors
Jeffery Connors

Owner or Owner's Representative
[signs here]

Sara Looney

Date of Lease Contract
February 1, 2019

E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



DOCUMENT INFORMATION

Status Signed

Document ID 163996807

Submitted 02/07/19

Total Pages 25

Forms Included Bed Bug Addendum, Insurance Addendum, Apartment Lease Form, Animal Addendum, Mold Information and Prevention Addendum, Security Guidelines, Early Termination Fee Addendum, Water/Wastewater Cost Allocation Addendum, Addendum for Rent Concession, Lease Addendum for Allocating Stormwater/Drainage Costs, Lease Addendum for Trash Removal and Recycling Costs - Flat Fee, Lease Addendum Regarding Move-Out Notice

PARTIES

Jeffrey Michael Connors

signer key: b408b1a9110013010888deffe1162e93
IP address: 70.112.248.104
signing method: Blue Moon eSignature Services
authentication method: eSignature by email jeffc_419@hotmail.com
browser: Mozilla/5.0 (Windows NT 6.3; Win64; x64; rv:64.0) Gecko/20100101 Firefox/64.0

Jeffrey Michael Connors

Sara Looney

signer key: c96b8d0a88cfb76ddceac57c518b290f
IP address: 10.100.10.22
signing method: Blue Moon eSignature Services
authentication method: eSignature by email gallery.manager@clearpm.com
browser: PHP 5.5.9-1ubuntu4.20/SOAP

Sara Looney

(Community Manager)

DOCUMENT AUDIT

1	02/03/19 03:24:29 PM CST	Jeffrey Michael Connors accepted Consumer Disclosure
2	02/03/19 03:26:11 PM CST	Jeffrey Michael Connors signed Bed Bug Addendum
3	02/03/19 03:26:14 PM CST	Jeffrey Michael Connors dated Bed Bug Addendum
4	02/03/19 03:26:59 PM CST	Jeffrey Michael Connors signed Insurance Addendum
5	02/03/19 03:27:57 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
6	02/03/19 03:28:04 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
7	02/03/19 03:28:24 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
8	02/03/19 03:28:38 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
9	02/03/19 03:28:50 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
10	02/03/19 03:28:59 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
11	02/03/19 03:29:05 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
12	02/03/19 03:30:03 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
13	02/03/19 03:30:07 PM CST	Jeffrey Michael Connors signed Apartment Lease Form
14	02/03/19 03:30:10 PM CST	Jeffrey Michael Connors dated Apartment Lease Form

RPM000026

DOCUMENT AUDIT CONTINUED

15	02/03/19 03:30:29 PM CST	Jeffrey Michael Connors initialed Apartment Lease Form
16	02/03/19 03:30:46 PM CST	Jeffrey Michael Connors signed Animal Addendum
17	02/03/19 03:30:48 PM CST	Jeffrey Michael Connors dated Animal Addendum
18	02/03/19 03:31:04 PM CST	Jeffrey Michael Connors signed Mold Information and Prevention Addendum
19	02/03/19 03:31:06 PM CST	Jeffrey Michael Connors dated Mold Information and Prevention Addendum
20	02/03/19 03:31:16 PM CST	Jeffrey Michael Connors signed Security Guidelines
21	02/03/19 03:31:18 PM CST	Jeffrey Michael Connors dated Security Guidelines
22	02/03/19 03:31:32 PM CST	Jeffrey Michael Connors signed Early Termination Fee Addendum
23	02/03/19 03:31:56 PM CST	Jeffrey Michael Connors signed Water/Wastewater Cost Allocation Addendum
24	02/03/19 03:32:15 PM CST	Jeffrey Michael Connors signed Addendum for Rent Concession
25	02/03/19 03:32:49 PM CST	Jeffrey Michael Connors signed Lease Addendum for Allocating Stormwater/Drainage Costs
26	02/03/19 03:33:09 PM CST	Jeffrey Michael Connors signed Lease Addendum for Trash Removal and Recycling Costs - Flat Fee
27	02/03/19 03:33:22 PM CST	Jeffrey Michael Connors signed Lease Addendum Regarding Move-Out Notice
28	02/03/19 03:33:30 PM CST	Jeffrey Michael Connors submitted signed documents
29	02/07/19 03:01:33 PM CST	Sara Looney signed Bed Bug Addendum
30	02/07/19 03:01:33 PM CST	Sara Looney dated Bed Bug Addendum
31	02/07/19 03:01:33 PM CST	Sara Looney signed Insurance Addendum
32	02/07/19 03:01:33 PM CST	Sara Looney initialed Apartment Lease Form
33	02/07/19 03:01:33 PM CST	Sara Looney initialed Apartment Lease Form
34	02/07/19 03:01:33 PM CST	Sara Looney initialed Apartment Lease Form
35	02/07/19 03:01:33 PM CST	Sara Looney initialed Apartment Lease Form
36	02/07/19 03:01:33 PM CST	Sara Looney initialed Apartment Lease Form
37	02/07/19 03:01:33 PM CST	Sara Looney initialed Apartment Lease Form
38	02/07/19 03:01:33 PM CST	Sara Looney initialed Apartment Lease Form
39	02/07/19 03:01:33 PM CST	Sara Looney signed Apartment Lease Form
40	02/07/19 03:01:33 PM CST	Sara Looney initialed Apartment Lease Form
41	02/07/19 03:01:33 PM CST	Sara Looney dated Animal Addendum
42	02/07/19 03:01:33 PM CST	Sara Looney signed Animal Addendum
43	02/07/19 03:01:33 PM CST	Sara Looney signed Mold Information and Prevention Addendum
44	02/07/19 03:01:33 PM CST	Sara Looney dated Mold Information and Prevention Addendum
45	02/07/19 03:01:33 PM CST	Sara Looney signed Security Guidelines
46	02/07/19 03:01:33 PM CST	Sara Looney dated Security Guidelines
47	02/07/19 03:01:33 PM CST	Sara Looney signed Early Termination Fee Addendum
48	02/07/19 03:01:33 PM CST	Sara Looney signed Water/Wastewater Cost Allocation Addendum
49	02/07/19 03:01:33 PM CST	Sara Looney signed Addendum for Rent Concession
50	02/07/19 03:01:33 PM CST	Sara Looney signed Lease Addendum for Allocating Stormwater/Drainage Costs
51	02/07/19 03:01:33 PM CST	Sara Looney signed Lease Addendum for Trash Removal and Recycling Costs - Flat Fee
52	02/07/19 03:01:33 PM CST	Sara Looney signed Lease Addendum Regarding Move-Out Notice
53	02/07/19 03:01:33 PM CST	Sara Looney submitted signed documents

Bed Bug Addendum

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

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

Apt. # 2-239 at The Gallery 3506

_____ (name of apartments)

or other dwelling located at _____

_____ (street address of house, duplex, etc.)

_____ (city)

_____ (state) _____ (zip).

2. **Purpose.** This addendum modifies the Lease Contract to address any infestation of bed bugs (*Cimex lectularius*) that might be found in the dwelling or on your personal property. We will rely on representations that you make to us in this addendum.
3. **Inspection and infestations.** We are not aware of any current evidence of bed bugs or bed-bug infestation in the dwelling.

BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

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

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

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

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

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

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

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

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

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

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

Resident or Residents (all sign below)

Jeffrey Michael Connors
(Name of Resident)

01/22/2020
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)

Rimberly Hoffman

01/27/2020
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. 2-239 in the The Gallery 3506 Apartments in Austin, 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 \$ 50.00 (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]

Jeffrey Michael Connors
Signatures of All Residents

Kimberly Hoffman
Signature of Owner or Owner's Representative

January 21, 2020

Date of TAA Lease Contract

Texas Apartment Association

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

Moving In - General Information

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

and us, the owner: The Gallery 3506

(name of apartment community or title holder). You are renting Apartment No. 2-239, at 3506 Manchaca Rd # 2-239

(street address) in Austin

(city), Texas 78704 (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):

—and no one else. Anyone not listed here cannot stay in the apartment for more than 7 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 1st day of April (month), 2020 (year), and ends at 11:59 p.m. the 22nd day of March (month), 2021 (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 \$ 250.00, 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 0 other access devices for Fob entry

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 \$ 1200.00 per month for rent, in advance and without demand:

- ☐ at the onsite manager's office
☒ through our online payment site
☒ at _____

Prorated rent of \$ _____ 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.

Late Fees. If you don't pay rent in full by 11:59 p.m. on the 3rd day (3rd or greater) of the month, you must pay us the following initial late fee immediately and without demand in addition to the unpaid rent: ☒ 10 % of one month's rent as stated in this paragraph or ☐ \$ _____.

In addition, for 0 days until rent and late fees are paid in full, you must pay a daily late fee of \$ 0.00 per day or 0 % of one month's rent per day.

You'll also pay a charge of \$ 75.00 for each returned check or rejected electronic payment, plus initial and daily late fees, 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 _____

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.

A one-time \$15 resident account setup fee will be assessed at move-in. All charges for Utilities due under paragraph 7 shall be deemed as additional rent. Only cash equivalent funds accepted after the 3rd of the month and/or 2 NSF's. Resident will be charged \$25 for monthly Valet Trash Pickup Service.

10. **Unlawful Early Move-Out And Reletting Charge.**

10.1 **Your Responsibility.** You'll be liable for a reletting charge of \$ 1020.00 (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.**

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

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, includ-

ing 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 or booted according to state law at the owner or operator's expense at any time if the vehicle:

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

While You're Living In the Apartment

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

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 coresidents, 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 coresident 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 7 days' written notice. We also have the right to terminate this Lease during the Lease term by giving you at least 30 days' written notice of termination if we are demolishing your apartment or closing it and it will no longer be used for residential purposes for at least 6 months. 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:

- (a) keep common areas reasonably clean, subject to Par. 25;
- (b) maintain fixtures, hot water, heating, and air-conditioning equipment;
- (c) substantially comply with all applicable laws regarding safety, sanitation, and fair housing; **and**
- (d) 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:

- (a) 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;
- (b) 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**
- (c) 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 to 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 lockout 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. You are also liable for a charge (not to exceed \$150) to cover our time, cost and expense for the lawful removal of an animal or in any eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid.

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.

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 nonduty apply to our employees, agents, and management companies. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease binds subsequent owners. This Lease is subordinate to existing and future recorded mortgages, unless the owner's lender chooses otherwise. All Lease obligations must be performed in the county where the apartment is located. 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." Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Par. 3 begins.

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 and late fees 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:**

- 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.
- Your move-out notice must be in writing. An oral move-out notice will not be accepted and will not terminate your Lease.
- Your move-out notice must not terminate the Lease sooner than the end of the Lease 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 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; 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).

SUMMARY OF KEY INFORMATION

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

Address: **3506 Manchaca Rd # 2-239** Unit # **2-239**
 Beginning date of Lease (Par. 3) **04/01/2020** Ending date of Lease (Par. 3) **03/22/2021**
 Number of days notice for termination (Par. 3) **60** Consent for guests staying more than **7** days (Par. 2)
 Total security deposit (Par. 4) \$ **250.00** Animal deposit (if any) \$ **0.00**
 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, **0** other **Fob entry**
 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 _____
 Check here if included in monthly rent: ☐ garage, ☐ storage, ☐ carport, ☐ washer/dryer, or ☐ other _____
 Total monthly rent (Par. 6) \$ **1200.00** Prorated rent (Par. 6) for **(check one)**
 Late fees if rent is not paid on or before (Par. 6) **3rd** ☒ first month OR ☐ second month \$ _____
 Initial late fee (Par. 6) \$ _____ or **10** % Daily late fee (Par. 6) \$ **0.00** or **0** %
 Returned-check charge (Par. 6) \$ **75.00** Animal violation charges (Par. 27)
 Monthly animal rent (if any) \$ **20.00** Initial \$ **100.00** Daily \$ **10.00**
 Monthly pest control (if any) \$ **5.00** Monthly trash / waste (if any) \$ **35.00**
 Utilities paid by owner (Par. 7): **(check all that apply)** ☐ electricity, ☐ gas, ☐ water, ☐ wastewater, ☐ trash/recycling,
☐ cable/satellite, ☐ master antenna, ☐ Internet, ☐ stormwater/drainage, ☐ other _____
 Utility connection charge (Par. 12) \$ **50.00** You are: **(check one)** ☒ required to buy insurance OR
 Agreed reletting charge (Par. 10) \$ **1020.00** ☐ not required to buy insurance (Par. 8)
 Special provisions (Par. 9): **A one-time \$15 resident account setup fee will be assessed at move-in. All charges for Utilities due under paragraph 7 shall be deemed as additional rent. Only cash equivalent funds accepted after the 3rd of the month and/or 2 NSF's. Resident will be charged \$25 for monthly Valet Trash Pickup Service.**

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 **Trash Flat Fee**
- ☒ Other **Roscoe Billing**
- ☒ Other **Renters Plus**
- ☒ Other **Roscoe Payment Options**

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

After-hours phone number **(512) 443-1738**
(Always call 911 for police, fire, or medical emergencies.)

Date form is executed **01/27/2020**

Your initial: **EM**

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: **EM**

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)

Jeffrey Michael Connors 01/22/2020
(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)

Kimberly Hoffman

Address and phone number of owner's representative for notice purposes

3622 Manchaca Rd
Austin TX 78704

(512) 443-1738

Animal Addendum

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

1. Dwelling Unit.

Unit # 2-239
 at 3506 Manchaca Rd # 2-239 (street address)
 in Austin (city),
 Texas 78704 (zip code).

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

2. Lease Contract.

Lease Contract date: January 21, 2020
 Owner's name: The Gallery 3506

Residents (list all residents): Jeffrey Connors

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

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

4. **Animal Deposit.** You must pay a one-time animal deposit of \$ 0.00 when you sign this addendum. This deposit adds to your total security deposit under the Lease Contract, and we consider that total balance a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease Contract, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

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

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

7. **Additional Monthly Rent.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ 20.00.

8. **Additional Fee.** You must also pay a one-time nonrefundable fee of \$ 400.00 to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

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

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

Animal's name: None Listed
 Type: _____
 Breed: _____
 Color: _____
 Weight: _____
 Age: _____

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

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

No pets allowed in any amenity areas.
Residents required to pick up all pet waste. Failure to pick up after pet will result in violation of lease and potential fines. Pets not allowed on patios without resident supervision.

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

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

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

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

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

13.3 **Housebreaking, Cages, Offspring.** Dogs, cats, assistance or service animals, and search and rescue dogs must be house-

broken. All other animals must be caged at all times. No animal offspring are allowed.

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

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

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

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

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

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

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

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

15. Violation of Rules. If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including eviction and recovering damages and attorney's fees from you.

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

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

17.1 Causes for Removal. We can remove an animal under this paragraph if, in our sole judgment, you have:

- (A) abandoned the animal;
- (B) left the animal in the dwelling unit for an extended period of time without food or water;
- (C) failed to care for a sick animal;
- (D) violated our animal rules; OR
- (E) let the animal defecate or urinate where it's not allowed.

17.2 Removal Process. To remove an animal, we must follow the procedures in paragraphs 27 and 28 of the Lease Contract, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

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

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

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

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

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

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

Resident or Residents (all sign below)

<u>Jeffrey Michael Connors</u>	<u>01/22/2020</u>
(Name of Resident)	Date signed
_____	Date signed
(Name of Resident)	Date signed
_____	Date signed
(Name of Resident)	Date signed
_____	Date signed
(Name of Resident)	Date signed
_____	Date signed
(Name of Resident)	Date signed

Owner or Owner's Representative (sign below)

<u>Ronberry Hoffman</u>	<u>01/27/2020</u>
_____	Date signed

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

Mold Information and Prevention Addendum

Date of Lease: January 21, 2020
 (when the Lease is filled out)

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 # 2-239

at The Gallery 3506

(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.

Resident or Residents (all sign below)

Jeffrey Michael Connors 01/22/2020
 (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)

Kimberly Hoffman 01/27/2020
 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 EARLY TERMINATION OF LEASE CONTRACT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2-239 in the The Gallery 3506 Apartments in Austin, 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 \$ 2400.00 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 14 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: Early term lease break fees are as follows: Resident will be charged, 1. Reletting fee of 85% of one months rent 2. Two months rent early termination fee 3. repayment of all concessions received during lease term. All fees will be due and payable no later than 14 days after notice is given.

Jeffrey Michael Connors
Signatures of All Residents

Kimberly Hoffman
Signature of Owner or Owner's Representative

January 21, 2020
Date of TAA Lease Contract

LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2-239 in the The Gallery 3506 Apartments in Austin, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
2. **Reason for allocation.** When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.
3. **Your payment due date.** Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
4. **Allocation procedures.** Your monthly rent under the 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);
☐ subdivision (iv) combination of actual occupancy and square feet of the apartment; or
☐ subdivision (v) submetered hot/cold water, ratio to total.

 The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the 15 day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.
5. **Common area deduction.** We will calculate your allocated share of the mastermetered water/wastewater bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
6. **Change of allocation formula.** The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.
7. **Previous average.** As required under PUC rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$_____ per unit, varying from \$_____ to \$_____ for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.
8. **Right to examine records.** During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
9. **PUC.** Water allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.
10. **Conservation efforts.** We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

Jeffrey Michael Connors
Signatures of All Residents

Kimberly Hoffman
Signature of Owner or Owner's Representative

January 21, 2020
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 §24.124(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

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

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

Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased premises, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. **Addendum.** This is an addendum to the lease between you and us for Apt. No. 2-239 in the The Gallery 3506

in Austin, Texas _____ Apartments

OR

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

2. **Number and size.** You may install 1 satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR §1.4000 are prohibited.
3. **Location.** Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence, or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.
4. **Safety and non-interference.** Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.
5. **Signal transmission from exterior dish or antenna to interior of dwelling.** Under the FCC order, you may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.
6. **Safety in installation.** In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.
7. **Maintenance.** You will have the sole responsibility for maintaining your satellite dish, antenna, and all related equipment.
8. **Removal and damages.** You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with TAA Lease Contract paragraph 41, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident, or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna, or related equipment. You will not be responsible for normal wear and tear.
9. **Liability insurance and indemnity.** You must take full responsibility for the satellite dish, antenna, and related equipment. If the dish or antenna is installed at a height or in some other way that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna, and related equipment. The insurance coverage must be \$ 100,000, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc. You agree to hold us harmless and indemnify us against any of the above claims by others.
10. **Security deposit.** Your security deposit (in paragraph 4 of your Lease Contract) is increased by an additional reasonable sum of \$ 0.00 ☒ effective at time of installation or ☐ effective within _____ days of installation to help protect us against possible repair costs, damages, or failure to remove the satellite dish, antenna and related equipment at time of move-out. Factors affecting any security deposit may vary, depending on: (1) how the dish or antenna is attached (nails, screws, lag bolts drilled into walls); (2) whether holes were permitted to be drilled through walls for the cable between the satellite dish and the TV; and (3) the difficulty and cost of repair or restoration after removal, etc. A security deposit increase does not imply a right to drill into or alter the leased premises.
11. **When you may begin installation.** You may start installation of your satellite dish, antenna, or related equipment only after you have: (1) signed this addendum; (2) provided us with written evidence of the liability insurance referred to in paragraph 9 of this addendum; (3) paid us the additional security deposit, if applicable, in paragraph 10; and (4) received our written approval, which may not be unreasonably withheld, of the installation materials and the person or company that will do the installation.
12. **Miscellaneous.** If additional satellite dishes or antennas are desired, an additional lease addendum must be executed.

Jeffrey Michael Connors
Signatures of All Residents

Kimberly Hoffman
Signature of Owner or Owner's Representative

January 21, 2020
Date of TAA Lease Contract

LEASE ADDENDUM FOR CONCESSION, CREDIT OR OTHER DISCOUNT

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2-239 in the The Gallery
3506 Apartments
in Austin, Texas
OR
the house, duplex, etc. located at (street address) _____ in
_____, Texas.

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

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

Special provisions: If lease is not completed according to the terms and conditions,
Resident will be charged all applicable realtor/locator fees.

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

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

Jeffrey Michael Connors
Signatures of All Residents

Kimberly Hoffman
Signature of Owner or Owner's Representative

January 21, 2020
Date of TAA Lease Contract

LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

1. **Addendum.** This is an addendum to the TAA Lease Contract for Apt. No. 2-239 in the The Gallery 3506 Apartments in Austin, 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 \$ 3.00 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.

Jeffrey Michael Connors
Signatures of All Residents

Kimberly Hoffman
Signature of Owner or Owner's Representative

January 21, 2020
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. 2-239 in the The Gallery 3506

Austin, 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:

- | | |
|--|---|
| <input type="checkbox"/> Cable/satellite television | <input type="checkbox"/> Registration/license fee |
| <input type="checkbox"/> Stormwater/drainage | <input checked="" type="checkbox"/> Other <u>Pest control</u> |
| <input type="checkbox"/> Trash removal/recycling | <input checked="" type="checkbox"/> Other <u>TCEQ</u> |
| <input type="checkbox"/> Street repair/maintenance fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Emergency services fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Conservation district fee | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Inspection fee | <input type="checkbox"/> 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. You will pay a late charge of \$ _____ (not to exceed \$3) if we do not receive timely payment. If you are late in paying the services and governmental fee bill, we may cut off services, as allowed by law, and we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

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. We may include these items as separate and distinct charges as part of a multi-item bill.

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)

- ☐ 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 unit'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)

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.

Jeffrey Michael Connors
Signatures of All Residents

Kimberly Hoffman
Signature of Owner or Owner's Representative

January 21, 2020
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. 2-239 in the The Gallery 3506 Apartments in Austin, 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 \$ 10.00 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 \$ 0.00 (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

Jeffrey Michael Connors
Signatures of All Residents

Kimberly Hoffman
Signature of Owner or Owner's Representative

January 21, 2020
Date of TAA Lease Contract

Billing Addendum

1. **Addendum.** This is an addendum to the TAA Lease Contract (the "Lease") for Apt. No. 2-239 in the The Gallery - 3506 Apartments in Austin, Texas.

2. **Method of Billing Delivery.** We may deliver to you monthly bills detailing rent, utilities, and other charges via United States First Class Mail or electronically. We may change the method of delivery between United States First Class Mail and electronic delivery at any time. When we deliver a bill to you via e-

mail, you will not receive a bill via United States First Class Mail.

3. **E-Mail Address.** Your e-mail address(es) is/are _____;

you agree to promptly notify us of any change in your e-mail address.

4. **Charges.** You will be able to view charges through the property's online portal.

5. **Integration.** All other provisions of the Lease not affected hereby remain in full force and effect.

Jeffrey Michael Connors
Resident

01/22/2020
Date

Resident

Date

Resident

Date

Resident

Date

Kimberly Hoffman
Owner or Owner's Representative

01/27/2020
Date

Community Rules and Policies

Rent

Payment is to be made through the community website using the resident portal. A personal check, certified check, cashier's check, or money order will be accepted in the office with a \$35 convenience fee per payment. We do not accept cash or third party checks under any circumstances. Only certified funds will be accepted after the 3rd of the month. Please be sure to include your apartment number on the check or money order.

Renters Insurance

You are required to maintain renters or liability insurance which provides not less than \$100,000 personal liability coverage for the duration of your lease agreement. If your coverage lapses or is cancelled during the lease term, you will be charged a fee each month until coverage is restored according to the fee schedule below.

Grounds – Common Area

Walkways, porches or balconies must be kept clear and unobstructed. Only outdoor patio type furniture in good condition and live plants will be permitted on porches and balconies. Residents without a private patio may have 2 outdoor type chairs or 1 bench in good condition, as long as it is not obstructing the walk way. Coolers, cleaning supplies, and storage containers are some examples of items that are prohibited. Gas, charcoal, or wood burning barbeque pits are not allowed inside apartments or to be stored anywhere in the community per City Fire Code. Please use the provided community grilling areas.

Smoking Policy

You are responsible for payment of all costs and damages to your dwelling unit, other residents' dwelling units, or any other portion of the community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you, your occupants, family, or guests. Smoke-related damage, including smoke odor, is in excess of normal wear and tear in our community. You are also responsible for repayment of lost rental income or other economic or financial damages or loss to us due to smoking or smoking-related damages by you, your occupants, or guests which results in or causes disruption of other residents' enjoyment of the community, or adversely affects other residents' or occupants' health, safety, or welfare.

Noise and Conduct

Please remember your neighbors and help us maintain a quiet, clean community environment. You, your occupants, or guests shall not make or allow any disturbing noises in the unit or permit anything which will interfere with the rights, comforts or conveniences of other persons.

All musical instruments, television sets, stereos, radios, etc. are to be played at a volume which will not disturb other persons at all times, regardless of hours. The activities and conduct of residents, occupants, or your guests on the common grounds, parking areas, or recreation facilities must be reasonable at all times and not annoy or disturb other persons.

Parking Lots

No maintenance of any kind may be performed on any vehicle in the parking lot.

In order to discourage vandalism and theft please do not leave valuables inside your car.

See Lease agreement for all reasons vehicles could be towed at the owner's expense including parking in the grass, taking up two spots with one vehicle, and parking in designated leasing parking.

Pets – Policies in Addition to Qualifying Criteria

No Visiting Pets. All pet waste must be picked up and disposed of properly at all times. A \$75 violation fee, per

occurrence, will be assessed for non-removal or improper disposal of pet waste. We reserve the right to revoke your pet privileges if you or your pets do not abide by the pet criteria.

Keys

Lost or misplaced keys can be replaced per the fee schedule below. The fee for re-keying an apartment at resident's request is also noted below.

We do not provide lock out service outside of regular business hours. You may call a locksmith at your expense, and you must immediately provide the office with a working copy of the new key.

Deliveries

We hold packages as a courtesy and will not be responsible or liable for any lost or stolen deliveries signed for or accepted by any of our authorized representatives. While your deliveries are in our possession, both during and after hours, your deliveries are not secured.

Management is not responsible for contacting residents when accepting packages. This responsibility is in the hands of the deliverer. Management is not responsible for articles or parcels left at your door or in the management office by delivery services.

Alterations, Additions & Improvements

No changes may be made to the interior or exterior of your apartment without prior written approval from Property Management. Solar screens may not be removed from your windows.

Trash & Recycling

Trash may not be left on porches or walkways even temporarily. All trash must be placed inside of the dumpsters; leaving trash next to the dumpster is a violation of your lease. A fee will be assessed for trash not placed in the proper receptacle, including bags left on the porch or at the front door, according to the fee schedule below. Please ensure that recyclables are placed in the proper containers.

No littering of papers, cigarette butts or trash is allowed. No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.

Pest Control

You will pay a monthly fee for pest control noted below; this fee is due with rent. Pest Control is available weekly by request at no additional fee for general pest treatments. Emergency, Infestation, Bed Bug, or Flea treatments may require an additional fee.

Description of Fees	Fee Amount
Payment processing fee	\$35
Renters insurance lapse fee	\$50/month
Pet waste violation	\$75
Replacement- apartment key	\$10
Replacement- electronic key	\$100
Rekey apartment	\$50
Trash violation	\$25/bag

Pest control

Jeffrey Michael Connors

Resident

01/22/2020

Date

Resident

Date

Kimberly Hoffman

Community Representative

01/27/2020

Date

RentersPlus SECURITY DEPOSIT INSURANCE ADDENDUM

A security deposit is required to protect us from any damage or other losses that may occur during the time you have possession of the dwelling. You have the option to reduce your upfront move – in cost by purchasing a Security Deposit Insurance policy through ePremium Insurance Agency.

If purchased, you will not be released from your obligations to us, except to the extent that we receive payments from a claim made against your security deposit insurance and renter's insurance policies. Specifically, if the amount of damages and/or other losses including legal fees exceed the max coverage limit of your policies, then you will be required to pay us for the remaining amount.

The Security Deposit Insurance is **ONLY** available if it is combined with a renter's insurance policy through ePremium Insurance Agency. If, for any reason your ePremium renter's insurance policy is cancelled, you must provide us with a refundable Security Deposit equal to \$400 Or a deposit amount applicable to your property immediately upon cancellation.

Security Deposit Insurance requirements:

1. You understand that If you have chosen to purchase an insurance product the money you pay the insurance company is not a security deposit and is not refundable. Even if we make no claim against the insurance policy, you will not be entitled to any refund of the insurance premium at the end of this lease term.
2. You understand that the security deposit insurance if purchased is **ONLY** available as a bundled product with a renter's insurance policy provided by ePremium Insurance Agency.
3. If purchased, should your renter's insurance policy proved by ePremium Insurance agency cancel or is cancelled for any reason during the term of this lease, then you will be required to provide us with a total security deposit in the amount listed above immediately upon cancellation.
4. If for any reason your renters insurance policy proved by ePremium Insurance Agency is cancelled and a refundable security deposit is not immediately paid to us, then the sum of the deposit amount listed above will be due and payable as rent and all remedies under this lease contract will be authorized.

The opportunity to purchase security deposit insurance and renter's insurance from our preferred provider is available to all residents as an option to lower your up-front move in costs. However, you are free to place a fully refundable security deposit at the time of execution of this lease in in lieu of purchasing Security Deposit Insurance.

NOTICE: ePremium Insurance is not owned or operated by us, and we make no guarantees or representations concerning the insurance and/or the services it provides. Furthermore, you acknowledge that you have chosen to purchase a product at your own free will and you are under no obligation to purchase security deposit insurance.

IN WITNESS WHEREOF, this Addendum to Lease is executed as of the date set forth below.

Jeffrey Michael Connors
(Resident)

Kimberly Hoffman
(Community Representative)

(Resident)

01/27/2020
(Date)

(Resident)

(Resident)

01/22/2020
(Date)

Resident Payment Options Notice

The Gallery - 3506 offers the following payment options to all residents for payment of rent and all other sums. Fees associated with payment options depend on the payment method selected.

1. **RENTCafé** – Access our online payment partner ClickPay by logging into the resident portal at _____ or by visiting www.ClickPay.com/Roscoe.

Using ClickPay, available payment options include:

1. Pay by eCheck – Use an electronic version of a paper check to pay rent, either one-time or on a recurring monthly basis, directly from your checking or savings account. Fee: \$1.50 per transaction.
2. Pay by Credit Card – Make a one-time payment using your credit card. Fee: 2.95% of the transaction total.
3. Pay by Debit Card – Make a one-time payment using your debit card. Fee: \$4.95 per transaction.

2. **PayByCash** – Pay your rent at any location.

Cash is not acceptable as a method of payment to us. However, you can pay your rent with cash at MoneyGram locations nationwide. Come by the office or give us a call for your Account Number. Expect to pay a fee required by the MoneyGram location. There is usually a minimum fee of \$3.95 or more per transaction depending on the location you choose for this service.

You will need both your Account Number, the exact amount to be paid and our Receive Code (16459) to make your payment.

3. **Walk in Payment Solutions (WIPS)** – Available at every Walmart, HEB, and Ace Cash Express (as well as other retailers), this payment option allows you to send your rent payment electronically for a \$3.50 fee per transaction, paid to the retailer.

Contact the Leasing Office for your WIPS card and account number. Check out the closest payment locations at <https://www.checkfreepay.com/agentlocator> and choose “WIPS Rent Payments” from the dropdown list.

4. **Check or Money Order** – Mail your check or money order, made out to The Gallery - 3506, to PO Box 62065, Newark NJ 07101. Your check or money order must include the property name, the resident name, and apartment number. There is no fee associated with this method of payment.

By choosing to pay by a payment method for which a fee is charged, you agree to pay the fee assessed. Payments must be received by the applicable deadline in accordance with your lease. Please note that payments are not considered to be made until we actually receive good funds. Also note that fees associated with credit card and debit card payments are paid to a third-party payment processor. Fees for other types of payments may be retained by us or split with third-party payment processors.

The undersigned acknowledges receipt of this notice and agrees to pay through one of the options identified.

Jeffrey Michael Connors
(Name of Resident)

01/22/2020
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)

Kimberly Hoffman

☒ Blue Moon eSignature Services Document ID: 204557234

RPM000057

E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



DOCUMENT INFORMATION

Status Signed
Document ID 204557234
Submitted 01/27/20
Total Pages 30

Forms Included Bed Bug Addendum, Insurance Addendum, Apartment Lease Form, Animal Addendum, Mold Information and Prevention Addendum, Early Termination Fee Addendum, Water/Wastewater Cost Allocation Addendum, Satellite Dish or Antenna Addendum, Addendum for Rent Concession, Lease Addendum for Allocating Stormwater/Drainage Costs, Lease Addendum for Allocating Services and Government Fees, Lease Addendum for Trash Removal and Recycling Costs - Flat Fee, Billing Addendum 6-2017, Community Policies 8/1/15, RentersPlus Security Deposit Insurance Addendum, Resident Payment Options Addendum

PARTIES

Jeffrey Michael Connors

signer key: 50c7aca486b3e8b394ab7aae95b80dea
IP address: 70.112.248.104
signing method: Blue Moon eSignature Services
authentication method: eSignature by email jeffc_419@hotmail.com
browser: Mozilla/5.0 (Windows NT 6.3; Win64; x64; rv:70.0) Gecko/20100101 Firefox/70.0

Jeffrey Michael Connors

Kimberly Hoffman

signer key: 42799e117425a8ded30e8fb158ef1d70
IP address: 70.112.234.84
signing method: Blue Moon eSignature Services
authentication method: eSignature by email thegallery@rpmiliving.com

Kimberly Hoffman

(Manager)

DOCUMENT AUDIT

1	01/22/20 10:07:30 AM CST	Jeffrey Michael Connors accepted Consumer Disclosure
2	01/22/20 10:09:05 AM CST	Jeffrey Michael Connors signed Bed Bug Addendum
3	01/22/20 10:09:08 AM CST	Jeffrey Michael Connors dated Bed Bug Addendum
4	01/22/20 10:09:40 AM CST	Jeffrey Michael Connors signed Insurance Addendum
5	01/22/20 11:01:53 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form
6	01/22/20 11:02:10 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form
7	01/22/20 11:02:24 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form
8	01/22/20 11:02:39 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form
9	01/22/20 11:02:53 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form
10	01/22/20 11:03:25 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form
11	01/22/20 11:03:36 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form
12	01/22/20 11:04:58 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form
13	01/22/20 11:06:03 AM CST	Jeffrey Michael Connors initialed Apartment Lease Form

RPM000058

DOCUMENT AUDIT CONTINUED

14	01/22/20 11:06:06 AM CST	Jeffrey Michael Connors signed Apartment Lease Form
15	01/22/20 11:06:08 AM CST	Jeffrey Michael Connors dated Apartment Lease Form
16	01/22/20 11:06:50 AM CST	Jeffrey Michael Connors signed Animal Addendum
17	01/22/20 11:06:52 AM CST	Jeffrey Michael Connors dated Animal Addendum
18	01/22/20 11:07:17 AM CST	Jeffrey Michael Connors signed Mold Information and Prevention Addendum
19	01/22/20 11:07:20 AM CST	Jeffrey Michael Connors dated Mold Information and Prevention Addendum
20	01/22/20 11:08:20 AM CST	Jeffrey Michael Connors signed Early Termination Fee Addendum
21	01/22/20 11:08:52 AM CST	Jeffrey Michael Connors signed Water/Wastewater Cost Allocation Addendum
22	01/22/20 11:09:53 AM CST	Jeffrey Michael Connors signed Satellite Dish or Antenna Addendum
23	01/22/20 11:10:32 AM CST	Jeffrey Michael Connors signed Addendum for Rent Concession
24	01/22/20 11:12:30 AM CST	Jeffrey Michael Connors signed Lease Addendum for Allocating Stormwater/Drainage Costs
25	01/22/20 11:14:55 AM CST	Jeffrey Michael Connors signed Lease Addendum for Allocating Services and Government Fees
26	01/22/20 11:15:33 AM CST	Jeffrey Michael Connors signed Lease Addendum for Trash Removal and Recycling Costs - Flat Fee
27	01/22/20 11:16:10 AM CST	Jeffrey Michael Connors signed Billing Addendum 6-2017
28	01/22/20 11:16:12 AM CST	Jeffrey Michael Connors dated Billing Addendum 6-2017
29	01/22/20 11:18:58 AM CST	Jeffrey Michael Connors signed Community Policies 8/1/15
30	01/22/20 11:19:00 AM CST	Jeffrey Michael Connors dated Community Policies 8/1/15
31	01/22/20 11:20:55 AM CST	Jeffrey Michael Connors signed RentersPlus Security Deposit Insurance Addendum
32	01/22/20 11:20:58 AM CST	Jeffrey Michael Connors dated RentersPlus Security Deposit Insurance Addendum
33	01/22/20 11:21:26 AM CST	Jeffrey Michael Connors signed Resident Payment Options Addendum
34	01/22/20 11:21:28 AM CST	Jeffrey Michael Connors dated Resident Payment Options Addendum
35	01/22/20 11:21:34 AM CST	Jeffrey Michael Connors submitted signed documents
36	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Bed Bug Addendum
37	01/27/20 03:06:09 PM CST	Kimberly Hoffman dated Bed Bug Addendum
38	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Insurance Addendum
39	01/27/20 03:06:09 PM CST	Kimberly Hoffman Initialed Apartment Lease Form
40	01/27/20 03:06:09 PM CST	Kimberly Hoffman Initialed Apartment Lease Form
41	01/27/20 03:06:09 PM CST	Kimberly Hoffman Initialed Apartment Lease Form
42	01/27/20 03:06:09 PM CST	Kimberly Hoffman Initialed Apartment Lease Form
43	01/27/20 03:06:09 PM CST	Kimberly Hoffman Initialed Apartment Lease Form
44	01/27/20 03:06:09 PM CST	Kimberly Hoffman Initialed Apartment Lease Form
45	01/27/20 03:06:09 PM CST	Kimberly Hoffman Initialed Apartment Lease Form
46	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Apartment Lease Form
47	01/27/20 03:06:09 PM CST	Kimberly Hoffman dated Apartment Lease Form
48	01/27/20 03:06:09 PM CST	Kimberly Hoffman Initialed Apartment Lease Form
49	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Animal Addendum
50	01/27/20 03:06:09 PM CST	Kimberly Hoffman dated Animal Addendum
51	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Mold Information and Prevention Addendum
52	01/27/20 03:06:09 PM CST	Kimberly Hoffman dated Mold Information and Prevention Addendum
53	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Early Termination Fee Addendum
54	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Water/Wastewater Cost Allocation Addendum
55	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Satellite Dish or Antenna Addendum
56	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Addendum for Rent Concession
57	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Lease Addendum for Allocating Stormwater/Drainage Costs
58	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Lease Addendum for Allocating Services and Government Fees
59	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Lease Addendum for Trash Removal and Recycling Costs - Flat Fee
60	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Billing Addendum 6-2017

RPM000059

DOCUMENT AUDIT CONTINUED

61	01/27/20 03:06:09 PM CST	Kimberly Hoffman dated Billing Addendum 6-2017
62	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Community Policies 8/1/15
63	01/27/20 03:06:09 PM CST	Kimberly Hoffman dated Community Policies 8/1/15
64	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed RentersPlus Security Deposit Insurance Addendum
65	01/27/20 03:06:09 PM CST	Kimberly Hoffman dated RentersPlus Security Deposit Insurance Addendum
66	01/27/20 03:06:09 PM CST	Kimberly Hoffman signed Resident Payment Options Addendum
67	01/27/20 03:06:09 PM CST	Kimberly Hoffman submitted signed documents



2020-2021

Water & Wastewater Rates

Multi-Family Water Customers – Monthly water charges include: billing, metering, collections, customer service, and servicing / monitoring of fire hydrants.

Meter Size	Retail Meter Equivalent Charge	Fixed Minimum Charge	TOTAL
5/8*	\$7.25	\$12.50	\$19.75
3/4	\$10.60	\$21.00	\$31.60
1	\$13.60	\$33.00	\$46.60
1½	\$15.50	\$42.00	\$57.50
2	\$25.40	\$83.00	\$108.40
3	\$75.10	\$292.00	\$367.10
4	\$124.80	\$500.00	\$624.80
6	\$253.80	\$1,042.00	\$1,295.80
8	\$482.20	\$2,000.00	\$2,482.20
10	\$760.20	\$3,167.00	\$3,927.20
12	\$998.40	\$4,167.00	\$5,165.40

**5/8 is the average residential customer meter size*

Volume Unit Charge – Rate is charged per 1,000 gallons of wastewater billed during the billing period.

Season	Charge
Off Peak (November – June Bills)	\$4.53
Peak (July – October Bills)	\$5.00

Reserve Fund Surcharge – fee goes into a restricted reserve fund to offset water service revenue shortfalls that may impact operations and services. This **\$0.05** surcharge is based on 1,000 gallons billed.

Community Benefit Charge – fee charged per 1,000 gallons of water billed for the billing period to fund the Customer Assistance Program (CAP). This **\$0.15** charge is billed per 1,000 gallons.

Multi-Family Wastewater Customers – A monthly wastewater charge of **\$10.30** includes the costs of billing, collections, customer service and other account management services.

Volume Charge – A rate of **\$8.93** is charged per 1,000 gallons of wastewater billed during the billing period. The amount of wastewater billed is based upon water usage during the [Wastewater Averaging period](#), or monthly water consumption, whichever is lower.

Community Benefit Charge – fee charged per 1,000 gallons of wastewater billed for the billing period to fund the Customer Assistance Program (CAP). This **\$0.15** charge is billed per 1,000 gallons.

Utility Statement for Motif South Lamar II

CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Pest from Community	09/01/2021 - 09/30/2021	\$5.00
Rent	09/01/2021 - 09/30/2021	\$1,100.00
Rent and Leasing Charges Due 09/01/2021		\$1,105.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	06/15/2021 - 07/14/2021	\$3.56
City Service Fee	06/15/2021 - 07/14/2021	\$0.35
Drainage Admin	06/15/2021 - 07/14/2021	\$3.00
Drainage	06/15/2021 - 07/14/2021	\$7.01
Sewer	06/15/2021 - 07/14/2021	\$6.09
Sewer Base	06/15/2021 - 07/14/2021	\$0.10
Trash	09/01/2021 - 09/30/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	09/01/2021 - 09/30/2021	\$25.00
Water	06/15/2021 - 07/14/2021	\$2.16
Current Utility Charges due the later of 16 days after the statement date listed above or 09/01/2021		\$60.27
Total Current Charges		\$1,165.27
Prior Balance as of 08/16/2021		\$0.00
Grand Total Due		\$1,165.27

Please see reverse for charge explanations and messages

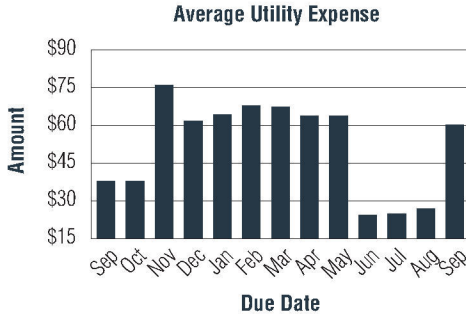
Account #.....26258106 Motif South Lamar II
Amount Due..... \$1165.27
Due Date 09/01/2021

*Balances are uploaded from your property management. Balances are current as of the date indicated in the prior balance section. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

Your payment should be made out to:

The Gallery II
3506 Manchaca Rd
Austin TX 78704



Separate drying loads into heavy and lightweight items. The lightweight items take less time to dry, so the dryer doesn't have to run as long.



Service Type	Description
Water Base Charge	Water service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for water availability.
City Service Fee	Community benefit and reserve fund surcharge are provided by City of Austin. Service provider issues bill, amount is divided equally by number of units.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Sewer	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Sewer Base	Sewer service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

Multiplier - A value of 1 has been assigned to studio/efficiency apartments; a value of 1.6 has been assigned to one bedroom units; add a value of 1.2 for each additional bedroom in the unit.

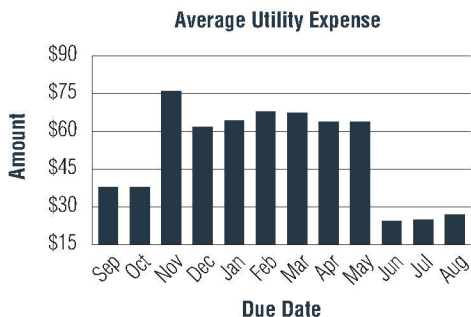
This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently. Vacant charges are prorated from your move-in date.

Message Center

E-Bills

Conservice now offers E-billing! You can have your Conservice statement e-mailed right to your computer. To enroll simply log onto our website at www.utilitiesinfo.com or call one of our customer service representatives at 1-866-947-7379.

Account #: 26258106
Account Name: Jeffrey Connors
Due Date: 08/01/2021
Statement Date: 07/10/2021
Total Charges: \$1131.97
Service Address: 3506 Manchaca Rd # 2-239
 Austin, TX 78704
Web Pin: 72870879



When running a bath, close the drain before turning the water on and adjust the water temperature as the tub fills up.

Utility Statement for Motif South Lamar II

CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Pest from Community	08/01/2021 - 08/31/2021	\$5.00
Rent	08/01/2021 - 08/31/2021	\$1,100.00
Rent and Leasing Charges Due 08/01/2021		\$1,105.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	05/14/2021 - 06/14/2021	\$3.56
City Service Fee	05/14/2021 - 06/14/2021	\$0.39
Drainage Admin	05/14/2021 - 06/14/2021	\$3.00
Drainage	05/14/2021 - 06/14/2021	\$7.01
Sewer	05/14/2021 - 06/14/2021	\$8.58
Sewer Base	05/14/2021 - 06/14/2021	\$0.10
Trash	08/01/2021 - 08/31/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	08/01/2021 - 08/31/2021	\$25.00
Water	05/14/2021 - 06/14/2021	-\$33.67
Current Utility Charges due the later of 16 days after the statement date listed above or 08/01/2021		\$26.97
Total Current Charges		\$1,131.97
Prior Balance as of 07/09/2021		\$0.00
Grand Total Due		\$1,131.97

Please see reverse for charge explanations and messages

Account #26258106 **Motif South Lamar II**
Amount Due **\$1131.97**
Due Date **08/01/2021**

*Balances are uploaded from your property management. Balances are current as of the date indicated in the prior balance section. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

Your payment should be made out to:

The Gallery II
 3506 Manchaca Rd
 Austin TX 78704



Service Type	Description
Water Base Charge	Water service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for water availability.
City Service Fee	Community benefit and reserve fund surcharge are provided by City of Austin. Service provider issues bill, amount is divided equally by number of units.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Sewer	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Sewer Base	Sewer service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

Multiplier - A value of 1 has been assigned to studio/efficiency apartments; a value of 1.6 has been assigned to one bedroom units; add a value of 1.2 for each additional bedroom in the unit.

This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently. Vacant charges are prorated from your move-in date.

Message Center

Check The Temperature

A refrigerator uses 20% of an average home's electricity. For efficient use, set your refrigerator to 38°-40° F and the freezer to 0°-5° F. Next time you open the fridge, check the temperature.

Utility Statement for Motif South Lamar II

CURRENT RENT AND LEASE CHARGES

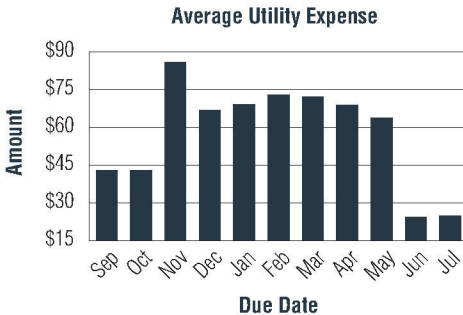
SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	07/01/2021 - 07/31/2021	\$1,100.00
Rent and Leasing Charges Due 07/01/2021		\$1,100.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	04/14/2021 - 05/13/2021	\$3.56
City Service Fee	04/14/2021 - 05/13/2021	\$0.40
Drainage Admin	04/14/2021 - 05/13/2021	\$3.00
Drainage	04/14/2021 - 05/13/2021	\$7.01
Sewer	04/14/2021 - 05/13/2021	\$7.46
Sewer Base	04/14/2021 - 05/13/2021	\$0.10
Trash	07/01/2021 - 07/31/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	07/01/2021 - 07/31/2021	\$25.00
Water	04/14/2021 - 05/13/2021	-\$34.65
Current Utility Charges due the later of 16 days after the statement date listed above or 07/01/2021		\$24.88
Total Current Charges		\$1,124.88
Prior Balance		\$0.00
Grand Total Due		\$1,124.88

Please see reverse for charge explanations and messages

Account #:	26258106
Account Name:	Jeffrey Connors
Due Date:	07/01/2021
Statement Date:	06/12/2021
Total Charges:	\$1124.88
Service Address:	3506 Manchaca Rd # 2-239 Austin, TX 78704
Web Pin:	72870879



When you are washing your hands or brushing your teeth, do not let the water run unused. A normal faucet running can waste 3 to 5 gallons a minute.



Service Type	Description
Water Base Charge	Water service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for water availability.
City Service Fee	Community benefit and reserve fund surcharge are provided by City of Austin. Service provider issues bill, amount is divided equally by number of units.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Sewer	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Sewer Base	Sewer service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
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Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

Multiplier - A value of 1 has been assigned to studio/efficiency apartments; a value of 1.6 has been assigned to one bedroom units; add a value of 1.2 for each additional bedroom in the unit.

This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently. Vacant charges are prorated from your move-in date.

Message Center

Clean The Filter

Clean the dryer lint filter after each load. A clogged filter restricts the flow of air and reduces the performance of the dryer. A clean filter not only saves energy, it also reduces the chance of fire.

Utility Statement for Motif South Lamar II

CURRENT RENT AND LEASE CHARGES

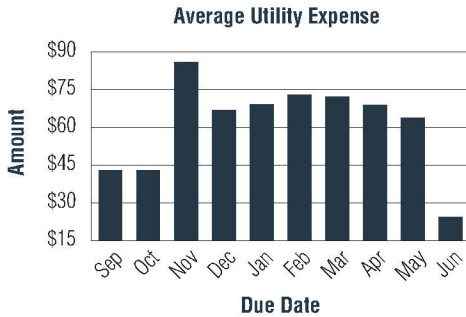
SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	06/01/2021 - 06/30/2021	\$1,100.00
Rent and Leasing Charges Due 06/01/2021		\$1,100.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	03/18/2021 - 04/13/2021	\$3.56
City Service Fee	03/18/2021 - 04/13/2021	\$0.41
Drainage Admin	03/18/2021 - 04/13/2021	\$3.00
Drainage	03/18/2021 - 04/13/2021	\$7.01
Sewer	03/18/2021 - 04/13/2021	\$7.02
Sewer Base	03/18/2021 - 04/13/2021	\$0.10
Trash	06/01/2021 - 06/30/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	06/01/2021 - 06/30/2021	\$25.00
Water	03/18/2021 - 04/13/2021	-\$34.80
Current Utility Charges due the later of 16 days after the statement date listed above or 06/01/2021		\$24.30
Total Current Charges		\$1,124.30
Prior Balance		\$0.00
Grand Total Due		\$1,124.30

Please see reverse for charge explanations and messages

Account #:	26258106
Account Name:	Jeffrey Connors
Due Date:	06/01/2021
Statement Date:	05/15/2021
Total Charges:	\$1124.30
Service Address:	3506 Manchaca Rd # 2-239 Austin, TX 78704
Web Pin:	72870879



Unplug items such as cell phone chargers, curling irons, and hair dryers when not in use.



Service Type	Description
Water Base Charge	Water service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for water availability.
City Service Fee	Community benefit and reserve fund surcharge are provided by City of Austin. Service provider issues bill, amount is divided equally by number of units.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Sewer	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Sewer Base	Sewer service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

Multiplier - A value of 1 has been assigned to studio/efficiency apartments; a value of 1.6 has been assigned to one bedroom units; add a value of 1.2 for each additional bedroom in the unit.

This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently. Vacant charges are prorated from your move-in date.

Message Center

A Little Light Goes a Long Way

Use smaller lamps that use an energy efficient light source (e.g. LEDs) over work areas such as desktops so work can be done without lighting the entire room.

Utility Statement for Motif South Lamar II

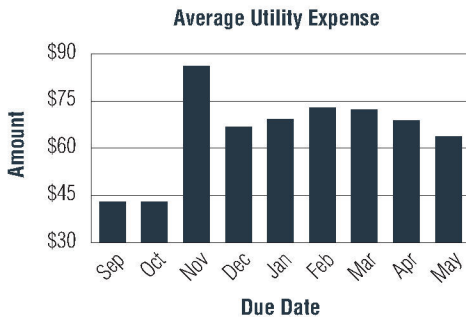
CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	05/01/2021 - 05/31/2021	\$1,100.00
Rent and Leasing Charges Due 05/01/2021		\$1,100.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	02/15/2021 - 03/18/2021	\$3.56
Drainage Admin	02/15/2021 - 03/18/2021	\$3.00
Drainage	02/15/2021 - 03/18/2021	\$7.01
Sewer 3	02/15/2021 - 03/18/2021	\$8.08
Sewer Base	02/15/2021 - 03/18/2021	\$0.10
Trash	05/01/2021 - 05/31/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	05/01/2021 - 05/31/2021	\$25.00
Water 3	02/15/2021 - 03/18/2021	\$4.09
Current Utility Charges due the later of 16 days after the statement date listed above or 05/01/2021		\$63.84
Total Current Charges		\$1,163.84
Prior Balance		-\$129.04
Grand Total Due		\$1,034.80

Account #:	26258106
Account Name:	Jeffrey Connors
Due Date:	05/01/2021
Statement Date:	04/16/2021
Total Charges:	\$1034.80
Service Address:	3506 Manchaca Rd # 2-239 Austin, TX 78704
Web Pin:	72870879



Wash your fruits and vegetables in a pan of water instead of running water from the tap. You could then reuse it to water houseplants.

Please see reverse for charge explanations and messages



Service Type	Description
Water Base Charge	Water service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for water availability.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Sewer 3	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Sewer Base	Sewer service is provided by City of Austin TX. You are allocated charges based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water 3	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

Multiplier - A value of 1 has been assigned to studio/efficiency apartments; a value of 1.6 has been assigned to one bedroom units; add a value of 1.2 for each additional bedroom in the unit.

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Message Center

E-Bills

Conservice now offers E-billing! You can have your Conservice statement e-mailed right to your computer. To enroll simply log onto our website at www.utilitiesinfo.com or call one of our customer service representatives at 1-866-947-7379.

Utility Statement for Motif South Lamar II

CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	04/01/2021 - 04/30/2021	\$1,200.00
Rent and Leasing Charges Due 04/01/2021		\$1,200.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	01/15/2021 - 02/15/2021	\$3.56
Drainage Admin	01/15/2021 - 02/15/2021	\$3.00
Drainage	01/15/2021 - 02/15/2021	\$7.01
Pest Control	04/01/2021 - 04/30/2021	\$5.00
Sewer 3	01/15/2021 - 02/15/2021	\$8.08
Sewer Base	01/15/2021 - 02/15/2021	\$0.10
Trash	04/01/2021 - 04/30/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	04/01/2021 - 04/30/2021	\$25.00
Water 3	01/15/2021 - 02/15/2021	\$4.09
Current Utility Charges due the later of 16 days after the statement date listed above or 04/01/2021		\$68.84
Total Current Charges		\$1,268.84
Prior Balance		\$0.00
Grand Total Due		\$1,268.84

Please see reverse for charge explanations and messages

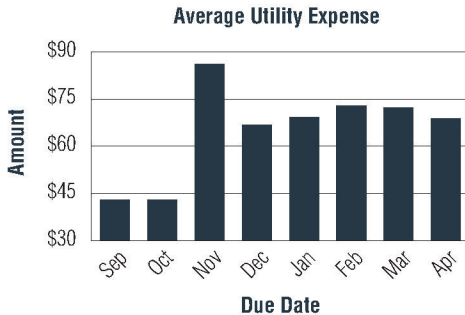
Account #.....26258106 Motif South Lamar II
 Amount Due..... \$1268.84
 Due Date 04/01/2021

*Balances are uploaded from your property management. It is current as of the date of this statement. If you have made payments since this date, please check with the leasing office for your updated balance.

Pay amount due to the leasing office by date specified. You might have a balance or additional charges through your community's leasing office that are not listed on this bill. For final amounts due, please check with the office.

Your payment should be made out to:

The Gallery II
 3506 Manchaca Rd
 Austin TX 78704



Implement paper-reducing strategies such as double-sided printing and reusing paper.



Service Type	Description
Water Base Charge	Water service is provided by City of Austin TX. You are charged based on a flat rate per unit for water availability.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Pest Control	Your charges are based on a flat rate per unit for your pest control service.
Sewer 3	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Sewer Base	Sewer service is provided by City of Austin TX. You are charged based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water 3	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

Multiplier - A value of 1 has been assigned to studio/efficiency apartments; a value of 1.6 has been assigned to one bedroom units; add a value of 1.2 for each additional bedroom in the unit.

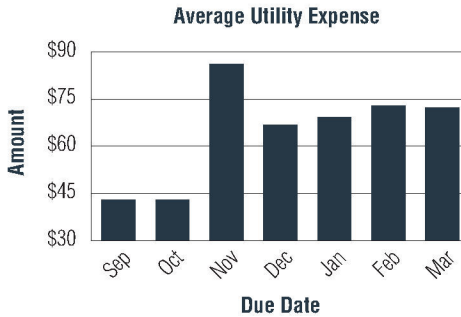
This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently. Vacant charges are prorated from your move-in date.

Message Center

Unplugged

Unplug items such as cell phone chargers, curling irons, and hair dryers when not in use.

Account #: 26258106
Account Name: Jeffrey Connors
Due Date: 03/01/2021
Statement Date: 02/13/2021
Total Charges: \$1272.26
Service Address: 3506 Manchaca Rd # 2-239
Austin, TX 78704
Web Pin: 72870879



Don't let water run while shaving or washing your face. Brush your teeth first while waiting for water to get hot, then wash or shave after filling the basin.

Utility Statement for The Gallery II

CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	03/01/2021 - 03/31/2021	\$1,200.00
Rent and Leasing Charges Due 03/01/2021		\$1,200.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	12/11/2020 - 01/15/2021	\$3.56
Drainage Admin	12/11/2020 - 01/15/2021	\$3.00
Drainage	12/11/2020 - 01/15/2021	\$7.01
Pest Control	03/01/2021 - 03/31/2021	\$5.00
Sewer 3	12/11/2020 - 01/15/2021	\$10.25
Sewer Base	12/11/2020 - 01/15/2021	\$0.10
Trash	03/01/2021 - 03/31/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	03/01/2021 - 03/31/2021	\$25.00
Water 3	12/11/2020 - 01/15/2021	\$5.34
Current Utility Charges due the later of 16 days after the statement date listed above or 03/01/2021		\$72.26
Total Current Charges		\$1,272.26
Prior Balance		\$0.00
Grand Total Due		\$1,272.26

Please see reverse for charge explanations and messages



Account # 26258106 **The Gallery II**
Amount Due \$1272.26
Due Date 03/01/2021

*Balances are uploaded from your property management. It is current as of the date of this statement. If you have made payments since this date, please check with the leasing office for your updated balance.

Log in to your resident account via the property website listed on the back of this statement to pay your balance online.

Your payment should be made out to:

The Gallery II
3506 Manchaca Rd
Austin TX 78704

JEFFREY CONNORS
3506 MANCHACA RD # 2-239
AUSTIN, TX 78704

Service Type	Description
Water Base Charge	Water service is provided by City of Austin TX. You are charged based on a flat rate per unit for water availability.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Pest Control	Your charges are based on a flat rate per unit for your pest control service.
Sewer 3	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Sewer Base	Sewer service is provided by City of Austin TX. You are charged based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water 3	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

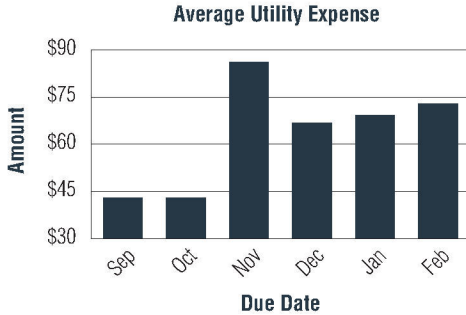
Multiplier - A value of 1 has been assigned to studio/efficiency apartments; a value of 1.6 has been assigned to one bedroom units; add a value of 1.2 for each additional bedroom in the unit.

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Message Center

Pay your balance online at www.thegalleryaustin.com. You may use your Resident ID listed on top of your statement to create an online account where you can view and pay your monthly charges. For questions about your utility charges, please reach out to Conservice Customer Service at 1-866-947-7379.

Account #: 26258106
Account Name: Jeffrey Connors
Due Date: 02/01/2021
Statement Date: 01/15/2021
Total Charges: \$1272.94
Service Address: 3506 Manchaca Rd # 2-239
 Austin, TX 78704
Web Pin: 72870879



Washing dark clothes in cold water saves both on water and energy while it helps your clothes keep their color.

Utility Statement for The Gallery II

CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	02/01/2021 - 02/28/2021	\$1,200.00
Rent and Leasing Charges Due 02/01/2021		\$1,200.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	11/10/2020 - 12/11/2020	\$3.56
Drainage Admin	11/10/2020 - 12/11/2020	\$3.00
Drainage	11/10/2020 - 12/11/2020	\$7.01
Pest Control	02/01/2021 - 02/28/2021	\$5.00
Sewer 3	11/10/2020 - 12/11/2020	\$10.70
Sewer Base	11/10/2020 - 12/11/2020	\$0.10
Trash	02/01/2021 - 02/28/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	02/01/2021 - 02/28/2021	\$25.00
Water 3	11/10/2020 - 12/11/2020	\$5.57
Current Utility Charges due the later of 16 days after the statement date listed above or 02/01/2021		\$72.94
Total Current Charges		\$1,272.94
Prior Balance		\$0.00
Grand Total Due		\$1,272.94

Please see reverse for charge explanations and messages



Account # 26258106 **The Gallery II**
Amount Due \$1272.94
Due Date 02/01/2021

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Log in to your resident account via the property website listed on the back of this statement to pay your balance online.

Your payment should be made out to:

The Gallery II
 3506 Manchaca Rd
 Austin TX 78704

JEFFREY CONNORS
 3506 MANCHACA RD # 2-239
 AUSTIN, TX 78704

Service Type	Description
Water Base Charge	Water service is provided by City of Austin TX. You are charged based on a flat rate per unit for water availability.
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Pest Control	Your charges are based on a flat rate per unit for your pest control service.
Sewer 3	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Sewer Base	Sewer service is provided by City of Austin TX. You are charged based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water 3	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

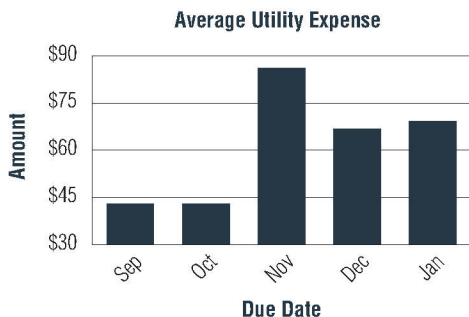
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Message Center

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Account #:	26258106
Account Name:	Jeffrey Connors
Due Date:	01/01/2021
Statement Date:	12/11/2020
Total Charges:	\$1269.19
Service Address:	3506 Manchaca Rd # 2-239 Austin, TX 78704
Web Pin:	72870879



Reduce Paper Transactions by going digital for bill payment, vendor ordering, invoices, online banking, e-mail and faxing directly from your computer.

Utility Statement for The Gallery II

CURRENT RENT AND LEASE CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	01/01/2021 - 01/31/2021	\$1,200.00
Rent and Leasing Charges Due 01/01/2021		\$1,200.00

CURRENT UTILITY CHARGES

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	10/08/2020 - 11/09/2020	\$3.56
Drainage Admin	10/08/2020 - 11/09/2020	\$3.00
Drainage	10/08/2020 - 11/09/2020	\$7.01
Pest Control	01/01/2021 - 01/31/2021	\$5.00
Sewer 3	10/08/2020 - 11/09/2020	\$8.23
Sewer Base	10/08/2020 - 11/09/2020	\$0.10
Trash	01/01/2021 - 01/31/2021	\$10.00
Trash Admin Fee	Conservice is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	01/01/2021 - 01/31/2021	\$25.00
Water 3	10/08/2020 - 11/09/2020	\$4.29
Current Utility Charges due the later of 16 days after the statement date listed above or 01/01/2021		\$69.19
Total Current Charges		\$1,269.19
Prior Balance		\$0.00
Grand Total Due		\$1,269.19

Please see reverse for charge explanations and messages

Account #..... 26258106 The Gallery II
 Amount Due..... \$1269.19
 Due Date 01/01/2021

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Log in to your resident account via the property website listed on the back of this statement to pay your balance online.

Your payment should be made out to:

The Gallery II
 3506 Manchaca Rd
 Austin TX 78704



Service Type	Description
Rent	Your rent charges have been included with your utility bill as a courtesy. Your lease with the management will still serve as the control document for all applicable rent charges.
Water Base Charge	Water service is provided by City of Austin TX. You are charged based on a flat rate per unit for water availability.
Drainage Admin	This fee is for drainage billing. Please note that this service fee does not include any amount for water or sewer billing.
Drainage	Drainage service is provided by City of Austin TX. Service provider issues bill, amount is divided equally by number of units.
Pest Control	Your charges are based on a flat rate per unit for your pest control service.
Sewer 3	Sewer service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.
Sewer Base	Sewer service is provided by City of Austin TX. You are charged based on a flat rate per unit for sewer availability.
Trash	Trash service is provided by Waste Connections Lone Star Inc 17608. Your charges are based on a flat rate per unit for your trash service.
Trash Admin Fee	This fee is for trash billing. Please note that this service fee does not include any amount for water or sewer billing.
Valet Trash	Valet trash service is provided by Valet Living LLC. Your charges are based on a flat rate per unit for your valet trash service.
Water 3	Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is paid by residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

Multiplier - A value of 1 has been assigned to studio/efficiency apartments; a value of 1.6 has been assigned to one bedroom units; add a value of 1.2 for each additional bedroom in the unit.

This bill is not from your local utility provider or from any other provider. Your charges are calculated using the service provider bills issued most recently. Vacant charges are prorated from your move-in date.

Message Center

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