

Residential Lease

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1. PARTIES

- 1.1 Landlord(s): Landlord, Inc. (together with Darwin Homes as property manager, collectively, "Landlord")
- 1.2 Tenant(s): Applicant Darwin, Example Co-Applicant (collectively, "Tenant")
- 1.3 Occupant(s): Johnny (Age 2) (collectively, "Occupant")

2. PROPERTY

- 2.1 Landlord Leases to Tenant the following real & non-real property (the "Property"):
 - 2.1.1 Address: 123 Test St
 - 2.1.2 City, State, Zip: Austin, TX, 78702
 - 2.1.3 County: Austin
 - 2.1.4 Legal Description: THIS IS A TEST HOUSE
 - 2.1.5 Non Real Property Items: Washing Machine

3. TERM

- 3.1 Primary Term:
 - 3.1.1 Commencement Date: Jan. 4, 2023 at 8am local time
 - 3.1.2 Expiration Date: Jan. 4, 2024 at 5pm local time
- 3.2 Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior Tenant's holding over of the Property, Tenant may terminate this Lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior Tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

4. RENEWAL & TERMINATION

- 4.1 This Lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination at least 30 days before the end of the Primary Term.
- 4.2 Oral notice of termination is not sufficient under any circumstances
- 4.3 If Landlord or Tenant fails to provide the other party timely written notice of termination as required by Section 4.1, this Lease automatically renews on a month-to-month basis.
- 4.4 If this Lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and such termination will be effective 30 days after notice is received by the other party. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.

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- 5.1 Monthly Rent: \$100

5.2 Monthly Rent is due on the 1st Day of each month (weekends, holidays and mail delays do

5.3 Prorated Rent: Before the Commencement Date of this Lease, Tenant will pay Landlord \$90 as prorated rent from the Commencement Date through the last day of the month in which this Lease commences.

5.4 Place of Payment: PO Box 660675, PMB 39791, Dallas, Texas 75266-0675

5.4.1 Landlord can adjust place of payment by providing written notice to the Tenant

5.5 Method of Payment:

5.5.1 Accepted: Cashier's checks, money orders, and electronic funds transfers.

5.5.2 NOT Accepted: Cash or personal checks.

5.5.3 Additional payment methods may be added in the future at Landlord's sole discretion. Tenant will be notified if Landlord adds any other allowable payment methods.

5.5.4 Landlord has the right to, and may, charge a reasonable fee for accepting certain payment methods.

5.5.5 Landlord has the right to disable or disallow some payment methods if there are payments rejected/returned multiple times.

5.5.6 If Tenant fails to timely pay any amounts due under this Lease or if any payment from Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this Lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this Lease for Tenant's failure to make timely payments with good funds.

6. LATE CHARGES

6.1 If the Landlord does not actually receive a rent payment in the full amount due at the designated place of payment on or before 11:59pm (local time) on the 3rd day of each month, Tenant will pay Landlord an initial late charge and an additional daily late charges (as stated in the State Addendum) thereafter until rent and late charges are paid in full.

6.2 For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment).

6.3 Exact late charges are listed in the State Addendum to this Lease.

6.4 Tenant will pay Landlord \$50 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges accruing under Section 6.1, until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

7. APPLICATION OF FUNDS

7.1 Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, pet charges, and then to rent.

8. PETS

8.1 Unless the parties agree otherwise in a written Animal Addendum, Tenant may not permit, even temporarily, any pet on the Property (including but not limited to any mammal, reptile,

bird, fish, rodent, or insect). An assistance animal is not considered a pet.

may take all or any of the following action:

- 8.2.1 declare Tenant to be in default of this Lease and exercise Landlord's remedies under Section 23 and/or
- 8.2.2 charge Tenant, as additional rent, an initial amount of \$200 plus \$10 per day per pet for each day thereafter the Tenant violates the pet restrictions.

9. SECURITY DEPOSIT

- 9.1 Before or simultaneously with execution of this Lease, Tenant has paid or will pay a security deposit in the amount of - to the Landlord.
- 9.2 Acceptable payment methods for the required security deposit are the same as outlined for Rent in Section 5.5; or, at the discretion of the Landlord, alternative methods of payment may be available.
- 9.3 Landlord may deduct reasonable charges from the security deposit for:
 - 9.3.1 damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - 9.3.2 costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - 9.3.3 unpaid or accelerated rent;
 - 9.3.4 unpaid late charges;
 - 9.3.5 unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
 - 9.3.6 unpaid pet charges;
 - 9.3.7 replacing unreturned keys, garage door openers, security devices, or other components;
 - 9.3.8 the removal of unauthorized locks or fixtures installed by Tenant;
 - 9.3.9 Landlord's cost to access the Property if made inaccessible by Tenant;
 - 9.3.10 missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
 - 9.3.11 packing, removing, and storing abandoned personal property;
 - 9.3.12 removing abandoned or illegally parked vehicles;
 - 9.3.13 costs of reletting (as described in Section 25.2.3(ii)), if Tenant is in default;
 - 9.3.14 attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
 - 9.3.15 mailing costs associated with sending notices to Tenant for any violations of this Lease;
 - 9.3.16 any other unpaid charges or fees or other items for which Tenant is responsible under this Lease;
 - 9.3.17 cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord; and
 - 9.3.18 damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

10. UTILITIES

- 10.2 Before signing this Lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.

11. USE AND OCCUPANCY

- 11.1 Tenant may use the Property as a private residence only for itself and any Occupant(s) listed above and for no one else. With regard to anyone listed as an Occupant at the time of execution of this Lease that turns eighteen (18) during the Primary Term or any renewal period, such person shall, upon turning eighteen (18), be required to complete a lease application and be subject to Manager's standard approval process if they wish to continue to reside at the Property. Acceptance of rent from anyone other than Tenant shall not create any right in such person or any other person (other than Tenant(s) and Occupant(s)) to occupy the Property.
- 11.2 Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.
- 11.3 Tenant must comply with any laws, owners' association rules or restrictive covenants affecting the Property. Tenant will indemnify and reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord or any other entity as provided by law.
- 11.4 Unless otherwise authorized by this Lease, Tenant may not install or permit any of the following on the Property, even temporarily:
 - 11.4.1 a spa/hot tub;
 - 11.4.2 above-ground pool;
 - 11.4.3 trampoline; or
 - 11.4.4 any item which causes (or would cause if an insurer became aware of it) a suspension or cancellation of insurance coverage or an increase in insurance premiums.
- 11.5 Tenant may not permit any part of the Property to be used for
 - 11.5.1 any activity which is a nuisance, offensive, noisy, or dangerous;
 - 11.5.2 the repair of any vehicle;
 - 11.5.3 any business of any type, including but not limited to childcare;
 - 11.5.4 any activity which violates any zoning ordinance, owners' association rule, or restrictive; covenant
 - 11.5.5 any illegal or unlawful activity; or
 - 11.5.6 any activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.
- 11.6 Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or neighborhood facilities (for example, pool or tennis courts) or for assuring Tenant's right to utilize such common areas or facilities.

12. PARKING RULES

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guests shall abide by all provisions of the Garage and Parking Addendum, as well as all laws and owners' association rules.

13. ACCESS BY LANDLORD

- 13.1 Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property at any time during the Primary Term of this Lease or any renewal period.
- 13.2 Landlord or Landlord's contractor may access the Property to take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to Lease or sell the Property.
- 13.3 See State Addendum for notice requirements on accessing the property.
- 13.4 If Landlord has made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any Occupant, guest, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$100, which shall be due and payable immediately upon notice to Tenant from Landlord.
- 13.5 Tenant authorizes Landlord and/or Landlord's Agent to place on the Property a keybox containing a key to the Property:
 - 13.5.1 during the final 60 days of this Lease or any renewal or extension period (if applicable);
 - 13.5.2 at any time Landlord lists the Property for sale with a licensed broker; and/or
 - 13.5.3 if necessary to facilitate access to the home for repairs or inspections.
- 13.6 Tenant authorizes Landlord to place on the Property an electronic lock that can be operated remotely or in person by the Landlord.
- 13.7 Landlord is not responsible to Tenant, Occupant or any guest for any damages, injuries, or losses arising from use of the keybox unless actually directly caused by Landlord or Landlord's Agent. Tenant, for itself and its successors and assigns, hereby waives, to the fullest extent permitted by law, any claims or causes of action it may have for any such damages injuries or losses not actually directly caused by Landlord.

14. MOVE IN CONDITION

- 14.1 Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it AS-IS provided that Landlord: -
- 14.2 Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 2 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise described in this Lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Section 18.

15. MOVE OUT

- 15.1 When this Lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition

free of all trash, debris, and any personal property. Tenant may not abandon the Property.

Premises are used as a residence. Normal wear and tear does not include excessive and/or abusive use, misuse, negligence, carelessness, accident, criminal damage, vandalism, or theft, whether caused by Tenant, Occupant, guests, invitees, third-parties and/or trespassers.

15.3 The following is a partial list of of common items that are considered normal wear and tear. This list is not exhaustive.

- 15.3.1 Minor touch up painting (up to \$150)
- 15.3.2 Minor scuff marks on walls not requiring touch up (no more than 1 per room)
- 15.3.3 Uneven wear in flooring, such as matted carpet, due to traffic patterns and furniture placement in the home
- 15.3.4 Small areas (<5% of square footage) of dead/dying grass in yard
- 15.3.5 Carpet replacement if Primary Term of this Lease plus any extensions exceeds 5 years
- 15.3.6 Interior wall painting if Primary Term of this Lease plus any extensions exceeds 5 years

15.4 "Surrender" occurs when Tenant and Occupant have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:

- 15.4.1 the date Tenant specifies as the move-out or termination date in a written notice to Landlord or the Expiration Date of this Lease has passed; or
- 15.4.2 Tenant returns keys and access devices that Landlord provided to Tenant under this Lease.

15.5 "Abandonment" has occurred when all of the following occur:

- 15.5.1 Tenant and Occupant have vacated the Property, in Landlord's reasonable judgment;
- 15.5.2 Tenant is in breach or default of this Lease; and
- 15.5.3 Landlord has delivered written notice to the Tenant that the Property is considered abandoned

15.6 If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may dispose of such personal property in the trash or landfill or give such property to a charitable organization. The costs to remove the property will be deducted from the security deposit.

16. PROPERTY MAINTENANCE

16.1 Tenant, at Tenant's expense, must:

- 16.1.1 keep the Property clean and sanitary;
- 16.1.2 repair any damage to the Property due to break-ins or vandalism;
- 16.1.3 replace heating and air conditioning filters at least once per quarter (see Section 15.6);
- 16.1.4 supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality that are in the Property on the

Commencement Date);

- 16.1.5 maintain appropriate levels of necessary chemicals or matter in any water softener;

- 16.1.6 take action to promptly eliminate any dangerous condition on the Property;
 - 16.1.7 replace any lost or misplaced keys or other access devices;
 - 16.1.8 replace any lost or misplaced keys or other access devices;
 - 16.1.9 pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs
 - 16.1.10 repair (or replace) mailbox if damaged
 - 16.1.11 pay any charges for a community or cluster mailbox, if applicable
 - 16.1.12 remove any standing water and/or any excessive accumulations of snow or ice that could damage the Property;
 - 16.1.13 know the location and operation of the main water cut-off valve and all electric breakers and to switch the valve or breakers off at appropriate times to mitigate any potential damage;
 - 16.1.14 promptly notify Landlord, in writing, of all needed repairs or any damage to the Property; and
 - 16.1.15 water the yard at reasonable and appropriate times, at least 2 times per week in the Summer and 1 time per week the balance of the year, unless otherwise prohibited by law.
- 16.2 Tenant will be responsible for Yard Maintenance. If Tenant is responsible, Tenant must comply with the Yard & Landscape Maintenance Addendum. In any event, Tenant shall not cause any damage to, or modify, the yard or landscaping in any way.
- 16.3 Any pool or spa on the Property shall be maintained according to a Pool/Spa Maintenance Addendum.
- 16.4 In non-emergency situations, Tenant shall not:
- 16.4.1 remove any part of the Property or any of Landlord's personal property from the Property;
 - 16.4.2 remove, change, add, or rekey any lock;
 - 16.4.3 permit any water furniture on the Property;
 - 16.4.4 install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems without prior written approval by Landlord;
 - 16.4.5 alter, replace or remove flooring material, paint, or wallpaper;
 - 16.4.6 install, change, or remove any: fixture, appliance, or non-real-property item listed in Section 2;
 - 16.4.7 dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
 - 16.4.8 cause or allow any lien to be filed against any portion of the Property; or
 - 16.4.9 disconnect or intentionally damage any carbon monoxide or smoke detector, or otherwise violate any local ordinance requiring a carbon monoxide or smoke detector in the Property.
- 16.5 If Tenant fails to comply with this Section 15 or any applicable Addendum, Landlord may, in addition to exercising Landlord's remedies under Section 22, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord or any other entity as provided by law.

each month. Replacement HVAC filters will be shipped to Tenant approximately quarterly replacement filter program and shall be responsible for purchasing replacement filters (of substantially the same quality as were present on the Commencement Date) and for replacing the filters as required herein. Tenant acknowledges that the filters are subject to inspection by Landlord upon reasonable notice to verify proper and timely replacement. If Tenant participates in the replacement filter program and does not receive replacement filters approximately every ninety (90) days, it is Tenant's obligation to notify Manager. Failure to properly and timely replace such filters as required by Section 15.1.3 shall be a material breach of this Lease and Landlord shall be entitled to exercise all rights and remedies it may have against Tenant for such breach. In addition to any other liability of Tenant for a breach hereunder, Tenant shall be liable to Landlord for all damages to the Property or its HVAC system caused by Tenant's failure to comply with Section 15.1.3 and this Section 15.6.

17. REPAIRS

- 17.1 All repair requests must be submitted in writing, either through the property manager's tenant portal (preferred) or USPS First Class Mail. Emails, text messages, or phone calls are not acceptable for normal (non-emergency) repair requests.
- 17.2 If Tenant is delinquent in rent at the time a repair request is made, the Landlord may not be obligated to make the repair.
- 17.3 In the event of an emergency at the Property, Tenant shall call the Landlord or Property Manager at: (833) 327-9461
 - 17.3.1 Tenant may be assessed an administrative charge for repeated non-emergency calls to the emergency maintenance phone number.
 - 17.3.2 In the event of imminent danger to life or the Property, Tenant should first call law enforcement, fire department or ambulance (as applicable) and should take all steps necessary to keep Tenant, Occupant and guest safe.
- 17.4 Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission except as expressly required under Section 15.1. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord's sole discretion.
- 17.5 Landlord is not obligated to complete a repair outside of normal business hours/days
- 17.6 Tenant must promptly reimburse Landlord the amounts under this Section 18 for which Tenant is responsible.
- 17.7 If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Section 12.4.
- 17.8 Except as otherwise specified in this Lease, Landlord will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in Section 16.
- 17.9 Landlord will NOT pay to repair the following items:
 - 17.9.1 conditions caused by Tenant, Occupant, or guest;
 - 17.9.2 damage to doors, windows, and screens;
 - 17.9.3 damage from windows or doors left open;
 - 17.9.4 damage from wastewater stoppages caused by foreign or improper objects in

lines that exclusively serve the Property;

- 17.9.6 slow or clogged drains; or
- 17.9.7 all damage caused by Tenant's, Occupant's, or guest's negligence or intentional actions.

18. LIABILITY

18.1 Unless caused by Landlord, Landlord is not responsible to Tenant, Occupant, guests or any other person for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, virus, bacteria, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Occupant, guest, or any pets or assistance animals, including cost of replacement, repairs or service to the Property.

19. HOLDOVER

19.1 If Tenant fails to vacate the Property at the time this Lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord and prospective Tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent and liquidated damages for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

20. SUBORDINATION AND ESTOPPEL

- 20.1 This Lease and Tenant's Leasehold interest in the Property are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.
- 20.2 Tenant agrees to execute and deliver to an address provided by Landlord a written estoppel certificate certifying the basic terms and status of this Lease, and other matters Landlord may reasonably require, within 5 days of request therefore by Landlord or Property Manager.

21. CASUALTY LOSS AND CONDEMNATION

- 21.1 Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property.
- 21.2 If a condition results from an insured casualty loss, such as fire, smoke, hail, explosion, or a

- 21.3 If after a casualty loss the improvements on the Property are as a practical matter totally unusable for residential purposes, the Landlord shall, at its sole discretion, give the Tenant written notice to the Tenant any time before repairs are completed. If this Lease is terminated, the Tenant is entitled only to a pro rata refund of rent from the date the Tenant moves out and to a refund of any security deposit otherwise required by law.
- 21.4 If after a casualty loss the improvements on the Property are partially unusable for residential purposes, the Landlord may, at its sole discretion, terminate this Lease by giving written notice to the Tenant at any time before the repairs are completed, OR reducing the rent to a degree determined by the Landlord during the duration of the repair period.
- 21.5 If the whole or any part of the Property are condemned for any public use by any legally constituted authority, with the result being that the Property is no longer reasonably suited for Tenant's continued use and occupancy, Tenant may cancel this Lease as of the date of any such taking and receive a pro rata refund of any rent paid applicable to periods after such taking. Landlord shall be entitled to all compensation paid by the condemning authority.

22. INSURANCE

- 22.1 Landlord is not liable for any loss to Tenant's personal property due to fire, theft, water damage, or any other act of nature. Throughout the Primary Term of this Lease and any renewal term(s), Tenant shall maintain renter's property and liability insurance with a minimum limit of \$100,000.00. Tenant's renter's insurance policy shall name Landlord as an additional insured. At any time during this Lease Landlord may request, and Tenant shall provide, proof of the required insurance within five (5) business days.
- 22.2 If Tenant fails to maintain adequate coverage, or fails to provide proof of coverage, Landlord may, but shall not be obligated to, purchase appropriate coverage as required herein and charge the Tenant for the cost of the policy.
- 22.3 Landlord's insurance does not cover any of Tenant's personal property and does not cover Tenant for any liability Tenant may incur.

23. DEFAULT

- 23.1 If Landlord fails to comply with this Lease, Tenant may seek any relief provided by law provided, however, Tenant may not withhold rent or other amounts due hereunder except where expressly permitted hereunder or by applicable law (and in strict compliance with such law).
- 23.2 If Tenant fails to timely pay all amounts due under this Lease or otherwise fails to comply with this Lease, Tenant will be in default and:
- 23.2.1 Landlord may terminate this lease or terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate (or longer if required by applicable law);
 - 23.2.2 all unpaid rents which are payable during the remainder of this Lease or any renewal period (if applicable) will be accelerated without notice or demand;
 - 23.2.3 Tenant will be liable to Landlord for:
 - 23.2.3.1 any lost rent;

reasonably necessary to relet the Property;

- 23.2.3.4 all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - 23.2.3.5 all Landlord's costs associated with collection of amounts due under this Lease, including but not limited to collection fees, late charges, and returned check charges; and
 - 23.2.3.6 any other recovery to which Landlord may be entitled by law.
- 23.3 Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable Tenants and reducing Tenant's liability accordingly.

24. EARLY TERMINATION

- 24.1 This Lease begins on the Commencement Date and ends on the Expiration date unless:
 - 24.1.1 renewed under Section 4;
 - 24.1.2 extended by written agreement of the parties; or
 - 24.1.3 terminated earlier under Section 22, by agreement of the parties, applicable law, or this Section 23.
- 24.2 Unless otherwise provided by law, Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-Tenants, changes in health, purchase of property, or death.
- 24.3 **Tenants may have special statutory rights to terminate this Lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.**
 - 24.3.1 If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this Lease by delivering to Landlord a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days. Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered.
 - 24.3.2 Tenant may terminate this Lease if Tenant provides Landlord with a copy of documentation protecting Tenant or an occupant from family violence committed by a co-tenant or Occupant of the Property.
- 24.4 Subletting or Replacement Tenants
 - 24.4.1 Tenant may not assign this Lease or sublet all or any portion of the Property (including any short-term rental such as "AirBnB," "VRBO," or similar programs and services) without Landlord's prior written consent, which Landlord may withhold or condition in its sole discretion. Any attempted assignment or sublease of this Lease without Landlord's written consent is immediately voidable by the Landlord. Landlord's written consent to, or failure to immediately void, an assignment or sublet shall not be construed as a consent to any further assignment or sublets and Tenant shall remain fully liable for all obligations hereunder even after such assignment or sublet (whether Landlord has

consented to it or not).

Tenant may attempt to find a replacement Tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement Tenant under this Section.

- 24.4.3 Any assignee, subtenant, or replacement Tenant must, in Landlord's discretion, be acceptable as a Tenant and must sign: (a) a new Lease with terms not less favorable to Landlord than this Lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this Lease in a form approved by Landlord.
- 24.4.4 At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord a fee of 100% of one months rent.

25. REPRESENTATIONS

- 25.1 Tenant's statements in this Lease and any application for rental are material representations. Each party to this Lease represents that he or she is of legal age to enter into a contract. If Tenant makes or has made a misrepresentation in this Lease or in an application for rental, Tenant is in default.

26. AGREEMENT OF PARTIES

- 26.1 There are no oral agreements between Landlord and Tenant. This Lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- 26.2 This Lease is binding upon and inures to the benefit of the parties to this Lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- 26.3 All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this Lease, its extension, its renewal, or its termination is binding on all Tenants executing this Lease.
- 26.4 Landlord's past delay, waiver, or non-enforcement of a payment due date or any other obligation will not be deemed to be a waiver of any other breach by Tenant or any other right in this Lease.
- 26.5 Should a court find any clause in this Lease unenforceable, the remainder of this Lease will not be affected and all other provisions in this Lease will remain enforceable.

27. ADDITIONAL INFORMATION

- 27.1 Future inquiries about this Lease, rental payments, and security deposits should be directed to the address listed for receipt of notices for Landlord under Section 29.1.2.
- 27.2 It is Tenant's responsibility to determine, before signing this Lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- 27.3 The brokers, if any, involved in this Lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.

- 27.4 Information about specified registered sex offenders is available to the public through a information may include either the address of such offender or the community and ZIP code in which the offender resides. Tenant is encouraged to review such information prior to execution of this Lease.
- 27.5 Unpaid rent and any unpaid amount under this Lease are reportable to credit reporting agencies.
- 27.6 Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective Landlord until Tenant has given notice of termination of this Lease and, only then, if Tenant is not then in default under this Lease. (Notice: Landlord or Landlord's Agent may charge a reasonable fee for processing such information).
- 27.7 Tenant authorizes Landlord and Property Manager to release information concerning Tenant or Occupant as may be required by law or requested by government agencies, law enforcement or a court of law.
- 27.8 If all Tenants over 18 years of age die during this Lease, Landlord may: (i) permit the person(s) named in the applicable Residential Lease Application to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the person(s) named in the applicable Residential Lease Application.
- 27.9 This Lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

28. INDEMNIFICATION

28.1 TENANT AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO LANDLORD) AND HOLD HARMLESS LANDLORD, AND LANDLORD'S PROPERTY MANAGER, BROKERS, AGENTS, AFFILIATES, EMPLOYEES AND VENDORS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, SUITS, JUDGMENTS, DAMAGES, COSTS OR EXPENSES (INCLUDING ATTORNEYS' FEES) (COLLECTIVELY, "CLAIMS"), ARISING FROM ANY OCCURRENCE IN OR ABOUT THE PROPERTY, THE USE AND OCCUPANCY OF THE PREMISES, OR FROM ANY ACTIVITY, WORK OR THING DONE, PERMITTED OR SUFFERED BY TENANT OR OCCUPANT OR THEIR GUEST IN OR ABOUT THE PROPERTY OR DUE TO ANY ACT OR OMISSION OF TENANT OR OCCUPANT OR THEIR GUEST, OR FROM TENANT'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS LEASE, INCLUDING, BUT NOT LIMITED TO, OCCASIONS WHEN SUCH LOSS IS CAUSED OR ALLEGED TO BE CAUSED BY THE JOINT, COMPARATIVE, OR CONCURRENT NEGLIGENCE OR FAULT OF LANDLORD OR ITS AGENTS, AND EVEN IF ANY SUCH CLAIM, CAUSE OF ACTION, OR SUIT IS BASED UPON OR ALLEGED TO BE BASED UPON THE STRICT LIABILITY OF THE LANDLORD OR ITS AGENTS. WITHOUT LIMITATION, THIS INDEMNITY PROVISION IS INTENDED TO INDEMNIFY LANDLORD AND ITS AGENTS AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE OR FAULT AS PROVIDED ABOVE WHEN LANDLORD OR ITS AGENTS ARE JOINTLY, COMPARATIVELY, OR CONCURRENTLY NEGLIGENT WITH THE TENANT. THIS INDEMNITY PROVISION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS LEASE.

29. ADDENDUM

29.1 ✓ Addendum Regarding Lead Based Paint

29.2 ✓ Inventory and Condition Form

29.4 ✓ Residential Lease Guaranty

29.5 _ Owner's Association Rules

29.6 _ Pool/Spa Maintenance Addendum

29.7 ✓ Yard & Landscape Maintenance Addendum

29.8 ✓ Common Area Rules & Regulations

29.9 ✓ Property Manager's Rules & Regulations (found at <https://www.darwinhomes.com/residents/rules-and-regulations>)

29.10 ✓ State Addendum

29.11 ✓ Utility Addendum

29.12 ✓ Garage & Parking Addendum

29.13 ✓ Key & Access Device Addendum

30. NOTICES

30.1 All notices under this Lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to:

30.1.1 Tenant at the Property or to: sandbox+applicant@darwinhomes.com

30.1.2 Landlord: PO Box 660675, PMB 39791, Dallas, Texas 75266-0675

Initials

Landlord Initials

Tenant Initials

Tenant Initials