

# SAMPLE LEASE AGREEMENT

## RESIDENTIAL RENTAL AGREEMENT

1. PARTIES: This agreement is between \_\_\_\_\_ Landlord/Property-Manager, and \_\_\_\_\_ Tenant.

2. PREMISES: The Premises hereby leased by Tenant from Landlord is described as follows: \_\_\_\_\_, (City), \_\_\_\_\_, (State), \_\_\_\_\_ (zip code) in \_\_\_\_\_ County, hereinafter called "the Premises."

3. TERM: The initial term of this lease shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. This lease agreement will be automatically renewed on a month-to-month basis unless written notice of termination is given by either party at least 30 days before the end of the initial lease term, or renewal, or extension period, or unless the parties enter into another lease.

After \_\_\_\_\_ months this tenancy may be terminated at any time by mutual consent of the parties, or by either party by giving written notice to the other not less than thirty (30) days before the date of termination. Any provision of this lease may be changed by Lessor in like manner. In the event of a sale of the property, landlord may terminate this lease upon no less than thirty (39) days notice to lessees.

4. USE OF PREMISES: The Premises will be occupied and used solely as a single family dwelling by Tenant and no one else except: (list any other persons)

\_\_\_\_\_  
Resident  
Agrees to pay \$75.00 each month for each additional person who shall occupy the premises in any capacity. If Tenants fail to inform Landlord of additional people occupying the property, the \$75.00 per person per month fee will be assessed retroactive to the date commencing this Rental Agreement.

5. LANDLORD'S PROPERTY: The following items of personal property are included with the Premises: \_\_\_\_\_. If anyone removes any property belonging to the Landlord, either personal or real, without the express written consent of Landlord, this will constitute abandonment and surrender of the premises by Tenant and termination by them of this Rental Agreement. Landlord may also take further legal action. Any appliances or equipment provided by Landlord are for the use of the Tenant. Landlord retains the right to substitute any appliance or equipment for the existing appliance or equipment if it is found to need repairs in excess of Landlord's determination of an "equitable repair". Landlord does not guarantee the replacement property will be

of the same type or style as the property removed.

6. DELIVERY OF POSSESSION: Possession of the Premises shall be delivered to Tenant on the commencement date unless: a prior Tenant of the Premises should hold over without Landlord's permission, or delivery of possession is delayed due to construction, repairs, or cleaning, in which event Landlord shall not be liable to Tenant for such delay, and this Lease shall remain in effect subject to the following terms: (a) rent shall be abated on a daily basis during such delay, and (b) should the delay exceed 5 days after commencement date, Tenant may terminate this Lease by giving written notice to Landlord of such termination and Landlord shall immediately refund to Tenant any deposits and rentals paid. Neither party shall thereafter have any obligations to the other pursuant to this Lease. Minor maintenance, cleaning or repairs to be performed on commencement date shall not prevent delivery of possession to Tenant.

7. RENT: Tenant agrees to pay Landlord the total sum of \$ \_\_\_\_\_, payable in equal monthly installments of \$ \_\_\_\_\_ per month. Such rent shall be payable monthly in advance and without demand on the first day of each calendar month, unless the first falls on the weekend or a legal holiday, in which case the rent will be due on the first business day of the month. If the Rent is not received by 4:00 p.m. on the date due, then Landlord will institute legal proceedings as necessary.

8. PAYMENT OF RENT: The initial payment of rent and security deposit under the terms of this Rental Agreement must be made in cash or cash equivalent. Thereafter monthly rent payments may be paid by check until the first is dishonored and returned unpaid. Time is of the essence and no excuses will be accepted.

**Rent payments shall be mailed at tenant's risk to:**

\_\_\_\_\_  
\_\_\_\_\_. **It is the tenant's responsibility to make sure Payments are received on or before the due date.**

9. PRORATION OF FIRST MONTH'S RENT: Upon execution of the Rental Agreement, Tenant will pay to Landlord one full month's rent plus the required security deposit in cash or cash equivalent. If the commencement date is not the first day of a calendar month, the prorated rental from commencement date to the first day of the next month is \$ \_\_\_\_\_, and will be paid as the second month's payment. All remaining payments will be for full value.

10. LATE PAYMENTS: Tenant hereby acknowledges that the late payment will cause Landlord to incur costs not contemplated by this Rental Agreement, the exact amount of which will be extremely difficult to ascertain. In the event rent is not received prior to 4:00 p.m. on the first of the month, regardless of cause including, dishonored checks, Tenant agrees to pay a late charge to Landlord equal to five percent (5%) of such overdue amount plus a further late charge of \$5.00 per day until all rent due is paid. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment. Tenant further agrees to pay \$25.00 charge for each rent check returned unpaid, and delinquent charges shall accrue as if the unpaid check had not been given, until such check is made good. Notwithstanding any notations on a check, all payments by Tenant shall be applied: first to non-rent items due, if any, and then to rent. Landlord may require that all sums due hereunder be paid in cash, money order, or cashier's check. Tenant and Landlord agree that all rights of Tenant and all duties and obligations are expressly conditioned on prompt payment of rent, and use of the premises by Tenant is conditioned on prompt payment of rent.

11. SECURITY DEPOSIT: Tenant agrees the security deposit shall be in the total sum of \$ \_\_\_\_\_, payable to Landlord at the signing of the Rental Agreement. The rights and obligations of the parties hereto regarding the security deposit are described below.

A. Refund: Refund of the security deposit by Landlord shall be conditioned upon the following:

1. All rents must be paid through the last day of the initial lease term or any extension thereof. **Tenant may not apply any part of the security deposit to rent.**

2. The term of the Lease and any extension thereof must be ended.

3. Tenant must give Landlord at least 30 days written notice of his intention to vacate the premises prior to the Last day of the lease term or any renewal or extension thereof. Verbal move-out notice is not sufficient under any circumstances.

4. Tenant must vacate the premises on or before the date specified in the notice to Landlord. Tenant agrees not to stay beyond such move-out date without the prior written permission of the Landlord.

5. Tenant must provide Landlord, in writing, notice of the Tenant's forwarding address.

B. Amount of Refund: Tenant shall receive the full amount of the security deposit, less damages or unpaid obligations owed by Tenant to Landlord pursuant hereto, including, but not limited to, unpaid delinquent rents, costs of damages or repairs to the Premises and cleaning charges. If required by local government rules, Landlord shall pay interest on the security deposit as required. A charge of \$5.00 shall be deducted for each key not returned at the end of the lease term. The Tenant will be given \_\_\_\_\_ keys at the commencement of the lease term. After subtracting lawful deductions, the security deposit balance and an itemized list of deductions shall be mailed to Tenant within 30 days after Tenant surrenders the premises and keys and delivers Tenant's forwarding address to Landlord in writing. Tenant agrees to pay Landlord any excess of lawful deductions over the amount of security deposit. Tenant is urged to make an appointment with Landlord for a move-out inspection.

12. LEGAL OBLIGATIONS: Tenants hereby acknowledge that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. They agree that they will be fully liable for any back rent owed. They also acknowledge that defaulting on this Rental Agreement could result in a judgement being filed against them and a lien being filed against them and a lien being filed against their current and future assets and/or earnings.

13. CONDITIONS OF PREMISES: Tenant has thoroughly inspected and accepts the Premises as is except for conditions materially affecting the health or safety of ordinary persons, and Landlord has made no implied warranties as to the condition of the Premises. Within 7 days after commencement of the lease, Tenant shall note in writing on the inventory and Inspection Report given to Tenant with their Rental Agreement, any defects or damage to the Premises and deliver or mail in to Landlord; otherwise, the Premises will be deemed to be in clean and good condition. Tenant agrees to surrender the

Premises at the end of the term of this lease and any extension thereof in the same condition as of the date of possession, reasonable wear and tear excepted. Reasonable wear means wear which occurs without negligence, carelessness, accident or abuse. If Tenant fails to thoroughly clean the Premises, including shampooing the carpets, exterior cleaning and landscape maintenance, and mowing the lawn prior to move-out, reasonable charges to complete such cleaning shall be deducted from the security deposit.

14. INVENTORY AND INSPECTION RECORD: An inventory and inspection Record has been provided for the Tenant's use. Only after this has been filled out (within the 7 day time limit) will the Landlord take any action to complete necessary repairs. Landlord warrants that all major systems will be functional and in good repair at time of possession. Light switches, wall plugs, doors, windows, faucets, drains, locks, toilets, sinks, heater etc, will either be in working order or will be repaired once Tenants have completed the Inspection and Inventory Record. Tenants are encouraged to report any necessary repairs, no matter how slight, in writing, but they are hereby advised that Landlord does not normally repair or replace nonfunctional items such as paint, carpets, etc., every time a property changes possession. Those items are scheduled for repair/replacement at regular intervals regardless of tenant turnover.

15. TENANT RESPONSIBILITY: Good housekeeping is expected of everyone. Tenant agrees to keep quarters clean and in a sanitary condition. The Tenants agree not to permit any deterioration or destruction to occur while they are occupying the property. In particular, Tenant agrees to change the filters to the heating/air conditioning system a minimum of once every 3 months.

16. ALTERATIONS: Tenant shall make no alterations, decorations, additions or improvements to the Premises or its contents without the prior written permission of Landlord, provided, however, Tenant may hang pictures, using standard picture hooks. Landlord shall furnish light bulbs where required in all fixtures at the time of possession which will be replaced at Tenant's expense. Tenant shall not remove Landlord's fixtures or furniture from the Premises for any reason. Tenant shall not paint, carpet or wall paper without the prior written consent of Landlord. All alterations, additions, or improvements upon the premises, made by either party, shall become the property of Landlord and shall remain upon, and be surrendered with said premises, as a part thereof, at the end of the term of the Rental Agreement.

17. LOCKS: Tenant has inspected the locks and agrees they are in good working order and sufficient for the protection of his person and property. Tenant shall not make changes or additions to the locks without Landlord's prior written permission. Landlord shall change locks if Tenant requests and pays a reasonable charge.

18. MAINTENANCE AND REPAIR: The Tenants hereby acknowledge that they have been informed that the Landlord and/or his agents are not always available to provide support services to Tenants. Tenant agrees to maintain the Premises and perform minor repairs such as repairing leaking faucets and changing of air conditioning filters. Tenant shall be responsible for failure to make such repairs and shall be liable for damage resulting from such failure. Tenant shall pay the first \$50.00 to repair, then the Tenants must notify the Landlord as soon as possible, between 9:00 a.m and 5:00 p.m from Monday through Friday. After normal business hours. Tenants may leave a message and someone will get back to them as soon as possible. Under no circumstances will Landlord be responsible for any improvements or repairs costing more than \$50.00 unless the Tenants were given written authorization to make repairs or improvements in advance.

Major repairs shall be reported promptly by Tenant to Landlord in writing and shall be

performed by Landlord within a reasonable time and during normal business hours. Tenant shall notify Landlord immediately of any emergency repairs. If, in Landlord's judgment, there is substantial damage to the Premises, Landlord may terminate this lease by giving written notice to Tenant; the rent shall be prorated, and the balance (less lawful deductions) refunded to Tenant, Tenant shall pay Landlord for any property damage and/or cost of repairs to the Premises caused by the negligence or improper use by Tenant, Tenant's guests or other occupants. The cost of such may be deducted from the security deposit. Tenant shall maintain the yard by watering, weeding, fertilizing, mowing the grass and trimming the shrubs so as to maintain a good appearance. Tenant will be responsible for the lawn, plants, trees and shrubs that die during occupancy, and will replace them at tenant's own expense. Landlord may designate where trash receptacles will be stored on the Premises and where they are to be placed for pick up, Both parties acknowledge that the rent would be higher if the foregoing responsibilities were allocated differently. This assumption of responsibility by Tenant is entered into knowingly, voluntarily, and for consideration and is an express waiver of any statutory or common law obligation of Landlord.

19. PETS: No pets shall be allowed, even temporarily, anywhere on the Premises without the prior written permission of Landlord. Tenant hereby agrees that if found in violation, the rents due hereunder may be raised at the Landlord's discretion. If pets are allowed by Landlord, Tenant agrees to render an additional security deposit of \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ will be returned at the termination of the lease if the property shows no sign of damage attributed to the pet, Tenant will also have the carpets professionally de-ticked, de-flead, and shampooed at their own expense prior to turning the property over to the Landlord.

Tenant will be subject to charges, damages, and eviction provisions of this lease if this provision is violated.

The animal is a \_\_\_\_\_.  
The breed is a \_\_\_\_\_.  
The weight is not more than \_\_\_\_\_ pounds.  
The color is \_\_\_\_\_.  
Its name is \_\_\_\_\_.

The Tenant is to be fully responsible for any damage to property of Landlord or of others which may result from the maintenance of the pet. Tenants agree to pay for pest infestation services after termination of occupancy and agree if such services are not done they will be completed at their expense and deducted from the security deposits.

Landlord reserves the right to revoke this consent on three day's notice to Tenant, if in the opinion of Landlord or Landlord's employees, the pet has been a nuisance to other residents or has not been maintained according to these rules. In the event consent is revoked, Tenant agrees to forthwith discontinue maintenance of the pet, and failure to so discontinue shall be a breach of the Rental Agreement. Any animals on the property not registered under this Rental Agreement will be presumed to be strays and will be disposed of according to law, at the option of the Landlord.

20. SUBLETTING: Tenant shall not sublet, make an assignment, or change co-tenants without the prior written consent of Landlord and Landlord shall not be obligated to grant such consent. If Landlord grants such permission. Tenant shall remain fully liable for the terms of this Lease, but shall receive credit for all rentals paid by succeeding Tenants. At Landlord's option, there may be a surcharge for allowing subletting of this agreement.

21. NUISANCE: Tenant shall not permit any nuisance to be created on the Premises and Landlord may prohibit or regulate motorcycle, boats, trailers, recreational vehicles and inoperative vehicles on the Premises.

22. UTILITIES: Resident will be responsible for payment of all utilities, garbage, water and sewer charges, telephone, gas, or other bills incurred during their residency. They specifically authorize Landlord to deduct amounts of unpaid bills from their Security Deposits in the event they remain unpaid after termination of this agreement.

23. ENTRY BY LANDLORD: Landlord or other persons engaged to do so by Landlord may enter the Premises during reasonable times and for reasonable purposes, including, but not limited to the following purposes: inspections, repairs, preventive maintenance, emergency safety or fire inspections, prevention of property damage, prevention or waste of utilities furnished by Landlord (if any), enforcement of Landlord's lien, retrieval or recovery of property belonging to a former tenant, showing Premises to prospective tenants or purchasers, building inspectors, fire marshalls, lenders, appraisers or insurance agents. Landlord shall leave written notice for any entry made in the absence of Tenant.

24. NONWAIVER: Failure by Landlord to enforce or demand performance of any obligation of Tenant hereunder, or to seek remedy for breach thereof, shall not operate to waiver or excuse defaults or other obligations nor further defaults of the same obligation.

25. LIABILITY AND INDEMNITY: Landlord shall not be liable to Tenant, Tenant's guests or other occupants or persons on the Premises for personal injury, property damage or other losses to such persons or their property; cause by other persons, theft burglary, assault, other crimes, fire, water, wind, rain, smoke, or any other causes. Tenant agrees to indemnify and hold Landlord free and harmless from any and all liability for injury to or death of any person or persons, including Tenant, in or about the leased Premises with the express or implied consent of Tenant. Landlord recommends that Tenant secure insurance for Tenant's own account to protect Tenant from the hazards of such losses as are described above. Landlord shall have no duty to furnish smoke detectors or additional locks, except as required by law. When smoke detectors are furnished, Landlord shall test same and provide initial batteries as required at the time of lease commencement; thereafter, Tenant shall pay for, test, and replace smoke detector batteries as needed.

In the event Tenant retains or requests Landlord's employees or contractors to render services not contemplated in this agreement, or without prior knowledge and consent of Landlord expressed in writing, such employees or contractors shall be deemed the agent of the Tenant whether compensated by the Tenant or by The Landlord, and Tenant agrees to hold harmless and indemnify Landlord for and from all liability for the acts or omissions of such persons.

26. DEFAULT BY LANDLORD: Upon default by Landlord of any obligation imposed hereunder, Tenant may terminate this lease upon the following conditions:

1. All rent and other charges must be current;

2. Tenant shall make written request for performance or cure of any such obligation or default and allow Landlord a reasonable time, which shall in no event be less than seven days after the date of actual receipt by Landlord of said request, and which may be more than seven days, considering the

nature of the default and the availability of materials, labor and utilities or other resources for cure of the default. After such reasonable notice period, if performance or cure of the default has not been completed, then Tenant may terminate this lease by giving Landlord written notice of his election to do so and Landlord shall thereupon refund Tenant's security deposit(s), less proper charges, together with any unearned portion of any rent paid.

27. **DEFAULT BY TENANT:** If tenant shall default in the prompt payment of rent or any other sums due herein, abandon the Premises, or violate any of the terms of this Lease, Landlord may terminate Tenant's right to occupancy by giving Tenant a three (3) day written notice to vacate by first class mail or personally delivered to Tenant or left in a conspicuous place on the Premises, and Landlord shall have the right to file a Forcible Entry and Detainer suit in the proper court for possession. After giving such notice, or filing suit for possession, Landlord may accept payment for sums due herein without waiving or diminishing Landlord's right to proceed against Tenant for eviction, property damages, past or future rent, or other sums due herein. Landlord may report any unpaid sums due herein, breaches of this Lease, or property damages, to credit reporting agencies for addition to Tenant's credit files.

28. **ACCELERATION OF RENT:** In the event Tenant, prior to the end of the term of this Lease, or extension or renewal thereof, (1) abandons the Premises, (2) gives Landlord verbal or written notice of intent to move out prior to the end of the lease term or renewal or extension thereof, (3) removes property in contemplation of moving out, or (4) is judicially evicted, all monthly rentals for the remainder of the lease term or renewal or extension period shall be accelerated automatically without notice or demand, and shall immediately become due and payable.

29. **RELETTING OF PREMISES:** If Tenant is evicted or moves out and all rent is not paid in full for the entire lease term or renewal or extension period, Tenant shall remain liable for all rents due and shall also be charged for costs of reletting the Premises, which reletting costs shall not exceed one month's rent. Landlord shall attempt to relet the Premises, and all rentals received from such reletting, if any, shall be credited against Tenant's liability for future rentals. Such reletting shall not relieve Tenant of Tenant's obligation to pay all rent due.

30. **HOLDOVER:** If Tenant holds over and fails to vacate on or before the contracted move-out date (end of lease term, or any renewal or extension period, or the move-out date agreed to by the parties). Tenant shall be liable to pay rents for the holdover period and shall indemnify Landlord and/or prospective tenants or purchasers for damages (i.e. lost rentals or profits of sale, lodging expenses and attorney's fees). Rents during the holdover period shall be due on a daily basis at the rate of 150% of the normal daily rent unless otherwise agreed in writing.

31. **ABANDONMENT:** If Tenant (1) is absent from the Premises for five (5) consecutive days while in default of this Lease, or (2) has been evicted by judicial process, or (3) leaves personal property after the termination of the Lease, all personal property found in the Premises may be deemed by Landlord to be abandoned and Landlord or its representatives may peaceably enter, remove and dispose of such personal property as Landlord sees fit without any liability or duty to account for such personal property to Tenant whatsoever.

32. **CONTRACTUAL LIEN:** All personal property on the Premises is hereby subjected to a contractual lien in favor of Landlord to secure payment of rent. In order to enforce said lien in the event of a default in the payment of rent, Landlord, or its representative, may peacefully enter the Premises and remove and store all non-exempt property therein. Landlord shall be entitled to

**reasonable charges for packing, removing and storing property taken hereunder. If Tenant is not present when property is removed hereunder, written notice of Landlord's entry shall be left at the Premises. Landlord may sell all property subject of Landlord's lien at public or private sale after giving Tenant 30 days written notice by certified mail of the time and place of such sale to Tenant's last known address. Sale shall be to the highest bidder and Landlord shall credit the proceeds thereof first To all costs and expenses incident to the removal, storage and sale of the property, then rent due and any excess shall be mailed to Tenant at such address as Tenant may furnish. The foregoing lien rights may be exercised by Landlord with or without resort to judicial proceedings.**

33. **RELEASE OF TENANT:** If, in the event, Tenant is or becomes a member of the armed forces of the United States on extended active duty and receives change of duty order to depart the local area, then Tenant may terminate this agreement by giving 30 days written notice, provided Tenant is not otherwise in default, in such event, Tenant agrees to furnish Landlord, upon request, a certified copy of the official orders warranting termination of the lease. Orders authorizing base housing do not constitute change of duty orders hereunder. Tenant shall have no other rights of release hereunder.

34. **MULTIPLE TENANTS:** Each Tenant and each Tenant's share of the total security deposit is jointly and severally liable for all obligations and sums due pursuant to this lease agreement. A lease violation by one Tenant is a violation by all Tenants. Notice by Landlord to one Tenant is notice to all Tenants. Entry permission or service request from one Tenant shall be from all Tenants. Security deposit refund may be in one check jointly payable to all Tenants and such refund check and itemization of deduction may be mailed to one Tenant only.

35. **RENT INCREASES:** No rent increases shall be allowed during the initial lease term. At least 30 days prior written notice is required for any rent increase.

36. **SIGNS AND SHOWING:** During the last 30 days of this lease, a "For Lease" sign may be displayed on the Premises and the Premises may be shown at reasonable times to prospective tenants. During the term of this lease, a "For Sale" sign may be displayed on the Premises and the Premises may be shown at reasonable times to prospective purchasers. Tenant agrees to cooperate with Landlord/agent in showing property to prospective tenants, prior to termination of occupancy.

37. **DEED RESTRICTIONS:** Tenant's leasehold interest is subordinate to any and all Deed restrictions on the property. Tenant will comply with all Deed Restrictions and in case of default of any restrictions will be given three days written notice to comply with the restrictions or this lease agreement will be in default.

38. **NOTICES:** Except as may be otherwise required herein or specified by law, all notices required or permitted hereunder to be given to Tenant shall be given at Landlord's election, by regular mail, or personally delivered to Tenant or left in a conspicuous place on the residence; provided however, that Tenant may furnish Landlord such other address as Tenant may elect and required notice be given by regular mail to such address. All written notices required or permitted to be given to Landlord shall be given by certified mail to THE WESTWINDS GROUP, L.C., P.O. Box 683271, Houston, Texas 77268-3271.

39. **SUBORDIANTION:** This lease and Tenant's leasehold interest hereunder are and shall be subject, subordinate, and inferior to any lien or encumbrance now or hereafter placed on the premises by Landlord, to all advances made under such lien or encumbrances to the interest payable on any such lien or encumbrance, and to any and all renewals or any such lien or encumbrance, and the rights of

such lien holders.

40. TENANTS PHONE NUMBERS: Tenant(s) shall keep Landlord informed at all times of Tenant's current employer and Tenant's resident and employment phone numbers, listed or unlisted.

41. VEHICLE POLICY: The Tenants agree never to park or store a motor home, camper, trailer, or any sort of recreational vehicle on the premises and to park only \_\_\_\_\_ automobiles, license numbers \_\_\_\_\_ only on the paved areas provided. Junk cards, cars on blocks, non-functional vehicles, or unlicensed automobiles are not permitted on property. Removal will be at the expense of the Tenant. Tenants agree that any vehicle parked on unpaved areas may be towed and stored at Tenant's expense.

42. ROOF AND TERMITE ALERT: Tenant agrees to notify Landlord immediately if roof leaks, water spots appear on ceiling, or at the first sign of termite activity.

43. PEST-CONTROL POLICY: Resident is responsible for any ongoing pest control service, if the Resident desires such a service. Landlord is not responsible for any damage done to the Resident's person, or property by such pests, or to the person or property of Resident's family or any other persons on their premises.

44. WAIVER: All rights given to Landlord by this agreement shall be cumulative in addition to any laws which exist or might come into being. Any exercise or any rights by Landlord or failure to exercise any rights shall not act as waiver of those or any other rights. No statement or promise by Landlord, its agents or employees, as to tenancy, repairs, amount of rent to be paid, or other terms and conditions shall be binding unless it is put in writing and made a specific part of this agreement.

45. LEGAL BINDING: Tenant hereby states that they have the legal rights to sign for any and all other residents and to commit them to abide by this contract.

46. TERMS: In this agreement the singular number where used will include the plural, the masculine gender will include the feminine, their term Landlord will include Landlord, Lessor, and the term Resident will include Tenant, Lessee.

47. GENERAL: This written agreement contains the entire agreement of the parties. No oral agreements or representations have been made. This agreement may be modified only in writing signed by all parties. Landlord has relied upon every part of Tenant's rental application, and any false or misleading statement therein shall be cause for termination of this agreement or any attachment hereto shall not invalidate the remainder. In any legal proceeding pursuant to this lease, including a suit to enforce this lease or to collect damages for its breach, the prevailing party shall be entitled to recover attorney's fees, costs of court and interest at the rate of 18% per annum upon all sums due from due date from the non-prevailing party. Tenant may not withhold rent or offset against rent. This agreement shall be binding upon and inure to be construed under an in accordance with the laws of the State. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

48. FULL DISCLOSURE: The Tenant's signing this Rental Contract hereby state that all questions about this Rental Agreement have been answered, that they fully understand all the provisions of the agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial

consequences of their actions or lack of action in violation of this agreement. Signature by the Tenant on this Rental Agreement is acknowledgment and he/she received a signed copy of the Rental Agreement.

49. SPECIAL PROVISIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

50. VALIDITY OF LEASE PROVISIONS: Any provision set forth in this Rental Agreement which is contrary to the local laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provision of the Rental Agreement shall remain in full force and effect.

LANDLORD	TENANTS
_____	_____
_____	_____
Date: _____	Date: _____

UTILITIES INFORMATION:  
Electricity (713) 555-7777  
Gas (if necessary) (713) 555-5111  
Water (281) 555-0163

PROPERTY MANAGER ADDRESS AND PHONE: