

**LEASE ADDENDUM ALLOWING TEMPORARY
INCREASED OCCUPANCY BECAUSE OF FIRE, NATURAL DISASTER OR CATASTROPHE**

1. **Addendum.** This is an addendum to the TAA Lease Contract dated _____ for Apt. No. _____ in the _____ Apartments in _____, Texas OR the house, duplex, etc. or other dwelling located at _____ (street address of house, duplex, etc.) _____ in _____ Texas.

2. **Reason for addendum.** We recognize that you or your friends or relatives may have suffered significant losses due to a recent fire, natural disaster or catastrophe. For that reason, we have agreed to modify the terms of your TAA Lease Contract to temporarily allow greater occupancy levels in your dwelling.

3. **Disaster facts.** You represent that you, your friends or relatives were living in the following city or cities right before (check one) the fire, hurricane, flood, tornado, or other natural disaster or catastrophe that forced you or them to move: _____

4. **Temporary waiver of occupancy limits.** The persons named in paragraph 5 below may occupy your dwelling until _____, 20____—but not thereafter without our written permission. This is in addition to the person(s) listed in paragraphs 1 and 2 of your TAA Lease Contract. State statute prohibits more than three adults living in the same bedroom. The statute does not apply to children. You are required by state law not to violate this occupancy limit.

5. **Information about such persons.** You agree that the persons listed in paragraph 5 will register in person with our office within 3 days after moving in and will provide us in writing with all information which we may require (including Social Security numbers, driver’s license numbers, or other government identification, and date of birth) so that we may perform criminal history and other background checks on each person. If a criminal history or background check is not done at

the time this addendum is signed, we may perform a criminal or other background check for each of those individuals at any time thereafter. The person(s) are:

_____	_____
Name	Age
_____	_____
Name	Age
_____	_____
Name	Age
_____	_____
Name	Age

6. **Early termination of permission or right of occupancy.** We may terminate the right of occupancy for any or all of the persons listed above upon one day’s notice to you if: (i) you have misrepresented any facts in this addendum; (ii) the above persons misrepresent information or fail to provide us with information we request; (iii) any of the persons listed above have a criminal history unacceptable to us for any reason; or (iv) you have unauthorized occupants residing in your dwelling (unauthorized occupants are persons other than those allowed to occupy the dwelling pursuant to the TAA Lease Contract and this addendum).

Under your TAA Lease Contract, we may terminate your right of possession of the dwelling if you or your occupants or guests violate (i) any of the terms of the TAA Lease Contract; (ii) criminal, fire, health, or safety laws; or (iii) our written rules or policies of which you have been given a copy; or (iv) fail to pay the additional rent specified in paragraph 7. You must inform your guests of any provisions of the TAA Lease Contract, rules, or policies, including those regarding prohibited or restricted conduct. The persons listed in paragraph 5 above are considered guests under the TAA Lease Contract for all purposes.

7. **Additional rent.** You agree to pay additional rent of \$_____ per month (prorated) to cover extra utilities and extra wear on the dwelling. Payment due date(s) are as follows: _____. You agree to pay additional rent of \$_____ per day for each day any of such person(s) hold over after the move-out date in paragraph 4 unless we extend it in writing. No additional rent will be charged if an amount is not filled in.

Resident or Residents
[All residents must sign here]

Owner or Owner’s Representative
[signs here]

Date of Addendum

Commentary. If you decide to let people who have become displaced because of a fire, natural disaster or catastrophe live in a unit as a guest of an existing resident for free or for minimal extra rent, you should take certain legal precautions. For example, you should ask the existing residents to sign this form so that all issues concerning the occupancy by the people moving in with the resident are clear.

Information Sheet Regarding Disaster Victim Occupant(s)

Each co-resident and each occupant over 18 must submit a separate information sheet.
Spouses may submit a joint information sheet.

Date when filled out: _____

ABOUT YOU

Full name (exactly as on driver's license or gov't ID card): _____
Your street address (as shown on your driver's license or gov't ID card): _____
Driver's license # and state: _____
OR gov't photo ID card #: _____
Former last names (maiden and married): _____
Social Security #: _____ Birthdate: _____
Ht.: _____ Wt.: _____ Sex: _____ Eye color: _____ Hair: _____
Marital Status: single married divorced widowed separated
U.S. citizen? Yes No Do you or any occupant smoke? Yes No
Will you or any occupant have an animal? Yes No
Kind, weight, breed, age: _____

YOUR WORK

Current employer: _____
Address: _____
City/State/Zip: _____
Work phone: (_____) _____
Position: _____

YOUR SPOUSE

Full name: _____
Former last names (maiden and married): _____
Social Security #: _____
Driver's license # and state: _____
OR gov't photo ID card #: _____
Birthdate: _____
Ht.: _____ Wt.: _____ Sex: _____ Eye color: _____ Hair: _____
Are you a U.S. citizen? Yes No

YOUR RENTAL/CRIMINAL HISTORY

Have you, your spouse, or any occupant listed in this application ever:
 been evicted or asked to move out?
 moved out of a dwelling before the end of the lease term without the owner's consent?
 declared bankruptcy?
 been sued for rent?
 been sued for property damage?
 been charged, detained, or arrested for a felony or sex crime that was resolved by conviction, probation, deferred adjudication, court-ordered community supervision, or pretrial diversion?
 been charged, detained, or arrested for a felony or sex-related crime that has not been resolved by any method?
Please indicate below the year, location, and type of each felony or sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. _____

You represent that the answer to any item not checked above is "no."

OTHER OCCUPANTS

Names of all people who will occupy the unit without signing the lease. Continue on separate page if more than three.

Name: _____ Relationship: _____
Sex: _____ DL or gov't ID card# and state: _____
Birthdate: _____ Social Security #: _____
Name: _____ Relationship: _____
Sex: _____ DL or gov't ID card# and state: _____
Birthdate: _____ Social Security #: _____
Name: _____ Relationship: _____
Sex: _____ DL or gov't ID card# and state: _____
Birthdate: _____ Social Security #: _____

YOUR VEHICLES

List all vehicles (cars, trucks, motorcycles, trailers, etc.) owned or operated by you, your spouse, or any occupant. Continue on separate page if more than three.

1. Make, model, and color: _____
Year: _____ License #: _____ State: _____
2. Make, model, and color: _____
Year: _____ License #: _____ State: _____
3. Make, model, and color: _____
Year: _____ License #: _____ State: _____

AUTHORIZATION

Emergency contact person over 18 who will not be living with you:

Name: _____
Address: _____
City/State/Zip: _____
Work phone: (_____) _____ Home phone: (_____) _____
Cell phone: (_____) _____ Relationship: _____

If you die or are seriously ill, missing, or incarcerated according to an affidavit of (check one or more) the above person, your spouse, or your parent or child, we may allow such person(s) to enter your dwelling to remove all contents, as well as your property in the mailbox, storerooms, and common areas. If no box is checked, any of the above are authorized at our option. If you are seriously ill or injured, you authorize us to call EMS or send for an ambulance at your expense. We're not legally obligated to do so.

I or we authorize (owner's name) _____

to: (1) share the information above with the owner's electric provider; and (2) verify the information above by all available means, including reports from consumer-reporting agencies before, during, and after tenancy on matters relating to my lease, as well as income history and other information reported by employers to any state employment-security agency (e.g., Texas Workforce Commission). Work-history information may be used only for this Rental Application. Authority to obtain work-history information expires 365 days from the date of this application.

Applicant's signature _____

Spouse's signature _____