

Master Lease Addendum

PLEASE NOTE: This Master Lease Addendum addresses multiple topics and community policies, including forms of payment, emergency contacts, bed bugs, mold, insurance, firearms and more. These provisions become part of the Lease. Additional or separate addenda may also be provided. Separate addenda control in the event of conflicting provisions.

1. Addendum. This is an addendum between the Residents and Owner as described in the Lease for the dwelling described below:

Dwelling (Apt. # or type if # is not yet known _____)

at _____ (street address)

in _____ (city),

Texas, _____ (zip code).

Beginning date of lease term _____

Ending date of lease term _____

2. Payments. All payments for any amounts due under the Lease must be made:

at the onsite manager's office

through our online portal

by mail to _____

_____, or

other: _____

The following payment methods are accepted:

electronic payment
 personal check
 cashier's check
 money order, or
 other: _____

We have the right to reject any payment not made in compliance with this paragraph.

3. 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 dwelling 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 dwelling when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; replacing air filters; removing or rekeying unauthorized security devices or alarm systems; packing, removing, or storing property removed or stored under the Lease; 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 outlined in the Lease; 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 charges for replacing any keys and access devices referenced in the Lease if you don't return them all on or before your actual move-out date; and accelerated rent if you've violated the Lease. We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the dwelling in breach of this Lease.

Upon receipt of your move-out date and forwarding address in writing, the security deposit will be returned (less lawful deductions) with an itemized accounting of any deductions, no later than 30 days after surrender or abandonment, unless laws provide otherwise. Any refund may be by one payment jointly payable to all residents and distributed to any one resident we choose or distributed equally among all residents.

4. Requests, Consent, Access and Emergency Phone Number. All written requests to us must be submitted by:

online portal
 email to _____

hand delivery to our management office, or

other: _____

From time to time, we may call or text residents with certain promotional or marketing messages that may be of interest. By signing this form and providing contact information, you are giving us your express written consent to contact you at the telephone number you provided for marketing or promotional purposes, even if the phone number you provided is on a corporate, state or national Do Not Call list. **To opt out of receiving these messages, please submit a written request to us by the method noted above.**

You agree to receive these messages from us through an automatic telephone dialing system, prerecorded/artificial voice messages, SMS or text messages, or any other data or voice transmission technology. Your agreement is not required as a condition for the purchase of any property, goods, or services from us.

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 dwelling, is (at our option) no longer entitled to occupancy or access devices, unless authorized by court order.

After-hours phone number _____

(Always call 911 for police, fire, possible criminal activity or medical emergencies.)

5. Parking. 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 dwelling; (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 that requires a permit or is reserved for another resident or dwelling; (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.

6. HVAC Operation. If the exterior temperature drops below 32° F you must keep the heat on and set to a minimum of 50° F. You must also open all closets, cabinets, and doors under sinks to assist in keeping plumbing fixtures and plumbing pipes from freezing, and you must drip all the faucets in your dwelling using both the hot and cold water. Leave the faucets dripping until the exterior temperature rises above 32° F. Regardless of exterior temperature, you must leave your HVAC system on, even if you leave for multiple days, and have it set to auto at all times.

7. Amenities. Your permission for use of all common areas, amenities, and recreational facilities (collectively "Amenities") located at the property is a license granted by us. This permission is expressly conditioned upon your compliance with the terms of the Lease, the Community Policies, and any signage posted in or around any of the Amenities. We have the right to set the days and hours of use for all Amenities and to change those or close any of the Amenities based upon our needs. We may make changes to the rules for the use of the Amenities at any time.

Neither we nor any of our agents, employees, management company, its agents, or its employees shall be liable for any damage or injury that results from the use of any Amenities by you, your invitees, your licensees, your occupants, or your guests. This release applies to any and all current, past or future claims or liability of any kind related to your decision to use the Amenities.

8. Package Services. We do or do not accept packages on behalf of residents.

If we DO accept packages, you give us permission to sign and accept any parcels or letters you receive through UPS, Federal Express, Airborne, United States Postal Service or other package delivery services. You agree that we are not liable or responsible for any lost, damaged or unordered deliveries and will hold us harmless.

9. Fair Housing Policy. We comply with applicable fair housing laws. In accordance with fair housing laws, we'll make reasonable accommodations to our rules, policies, practices or services and allow reasonable modifications to give disabled persons access to and use of the

dwelling and common areas. We may require you to sign an addendum regarding the implementation of any accommodations or modifications, as well as your restoration obligations, if any. This fair housing policy does not expand or limit any rights and obligations under applicable law.

10. Bed Bugs. This section 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.

10.1. 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.

10.2. 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. 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. You agree not to treat the dwelling for a bed-bug infestation on your own.

10.3. 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.

10.4. 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. 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.

10.5. 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, 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.

10.6. 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.

11. Mold. Mold is found everywhere in our environment, both indoors and outdoors and in both new and old structures. To avoid mold growth, it's important to **prevent excess moisture buildup** in your dwelling. Promptly notify us in writing about any air-conditioning or heating-system problems and any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease to repair or remedy the situation.

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. When the surface is dry—and within 24 hours of cleaning—apply a premixed spray-on household biocide

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, promptly 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.

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.

12. Insurance. 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.

12.1. Required insurance policy. In accordance with the Lease, you understand and agree that this addendum requires 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 amount listed in Section N of Lease Details**. 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 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 the Lease 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.

12.2. 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 provide 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.

12.3. Default. You understand and agree that your failure to comply with either the requirements specified in the Lease, this addendum, or both is a material breach by you of the Lease and a default the Lease for which Owner may sue you for eviction. If you fail to buy and maintain insurance as required by 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 a charge listed in Section K of Lease Details. You agree that any fee charged 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 payments are 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 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.

- 13. Smart Home Devices.** If we allow smart home devices, you are fully responsible for the acts in relation to the device. We reserve the right to remove any device at any time, for any reason, in our sole discretion, and without notice. :
- 14. Access Control Devices.** You and all other occupants must follow any rules provided regarding access gates and devices. If gates or devices are damaged by you, your occupants, guests, or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued. We reserve the right to modify or eliminate security systems other than those statutorily required and to charge for any replacement or additional devices as outlined in Box N of Lease Details.
- 15. Firearms.** Texas law allows qualified people to carry a firearm in the state. However, we may restrict carrying firearms on our property, with the exception of transporting firearms from a vehicle to a dwelling. Below is our policy restricting the carrying of firearms. If you do not comply with it, you will be in violation of the Lease and may be engaging in criminal trespass.

Whether or not you hold a license under the Texas handgun licensing law, by signing this Lease, you understand and agree that:

Sample Notice

- (A) under Section 30.05, Penal Code (criminal trespass), a person may not enter this property with a firearm, other than to transport their firearm(s) between their vehicle(s) and their dwelling, as long as firearms are not in plain view;
- (B) under Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun other than to transport their firearm(s) between their vehicle(s) and their dwelling(s);
- (C) under Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly other than to transport their firearm(s) between their vehicle(s) and their dwelling(s);
- (D) you will inform all of your occupants or guests about our firearm policies are and that they are subject to the same policies as you are;
- (E) you will promptly provide written notice to us of any violations of our firearm or other weapons policies that you observe;
- (F) we do not guarantee, cannot and do not warrant or promise that any part of the community is a weapon or gun-free environment and we cannot guarantee anyone's safety;
- (G) our efforts to restrict the carrying of handguns and/or firearms on our property do not in any way enlarge, restrict or otherwise change the standard of care that we would have to you or any other household to render any areas on the property any safer, more secure, or improved as compared to any other rental property;
- (H) we disclaim any express or implied warranties that any part of the community will have any higher or improved safety or security standards than any other rental property; and
- (I) our ability to effectively monitor or enforce this addendum depends in large part on your and your occupants' and guests' cooperation and compliance.

16. Special Provisions. The following or attached special provisions and any addenda provided to you are a part of the Lease and supersede any conflicting provisions in this Addendum:

ONLY
for use

**This Addendum is part of your Lease.
You are legally bound by this document.
Please read it carefully.**

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

Resident or Residents (all sign below)

Resident or Residents (all sign below)

(Name of Resident) _____ Date signed _____

Name of Resident) Date signed

Volume 67, Number 3, March 2015 • Journal of Health Politics, Policy and Law

Owner or Owner's Representative (sign below)

Date signed