



# RESIDENTIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2019

**1. PARTIES:** The parties to this lease are:

the owner of the Property, Landlord,: Sample Owner ; and

Tenant(s): Sample Tenant

**2. PROPERTY:** Landlord leases to Tenant the following real property:

Address: 12345 Happy St, Houston, TX 77001  
legally described as: Lt 1, Blk 2 Houston Subdivision Sec 3

in Harris County, Texas, together with the following non-real-property items: N/A

The real property and the non-real-property are collectively called the "Property".

**3. TERM:**

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: September 5, 2020 Expiration Date: August 31, 2021

B. 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. AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*

- (1) 30 days before the Expiration Date.
- (2) \_\_\_\_\_ days before the Expiration Date.

Residential Lease concerning: \_\_\_\_\_

If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.

B. 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 the notice of termination will be effective: *(Check only one box.)*

- (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

**5. RENT:**

A. Monthly Rent: Tenant will pay Landlord monthly rent in the amount of \$ **\$1,400.00** for each full month during this lease. The first full month's rent is due and payable not later than **September 5, 2020** by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.

Thereafter, Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

- (1) the first day of each month during this lease.
- (2) \_\_\_\_\_

Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.

B. Prorated Rent: On or before **October 1, 2020** Tenant will pay Landlord \$ **\$1,213.00** as prorated rent from the Commencement Date through the last day of the month in which this lease begins.

C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: **Terra Residential Services Inc.**

Address: **9977 W. Sam Houston Parkway North, Suite 160  
Houston, TX 77064**

**Notice: Place the Property address and Tenant's name on all payments.**

D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord. Landlord  may or  may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*:  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord.
- (4) Landlord  requires  does not require Tenant(s) to pay monthly rents by one payment.
- (5) If Tenant fails to timely pay any amounts due under this lease or if any check of 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.

Residential Lease concerning: \_\_\_\_\_

- E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

**6. LATE CHARGES:**

- A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3rd day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

- (1) an initial late charge equal to (*check one box only*):  (a) \$ 40.00 ; or  (b) \_\_\_\_\_ % of one month's rent; **and**  
(2) additional late charges of \$ 10.00 per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

**Notice: §92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.**

- B. 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). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT:** Tenant will pay Landlord \$ \$50.00 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 until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS:** 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.

**9. PETS:**

- A. Unless the parties agree otherwise in writing, 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.

- B. If Tenant violates this Paragraph 9 or any agreement to keep a pet on the Property, Landlord may take all or any of the following action:

- (1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;  
(2) charge Tenant, as additional rent, an initial amount of \$ 100.00 and \$ 10.00 per day thereafter per pet for each day Tenant violates the pet restrictions;  
(3) remove or cause to be removed any unauthorized pet and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet; and  
(4) charge to Tenant the Landlord's cost to:  
(a) remove any unauthorized pet;  
(b) exterminate the Property for fleas and other insects;  
(c) clean and deodorize the Property's carpets and drapes; and  
(d) repair any damage to the Property caused by the unauthorized pet.

- C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any pet.

**10. SECURITY DEPOSIT:**

- A. **Security Deposit:** On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ **1,400.00** by (select one or more):  cashier's check  electronic payment  money order  personal check or  other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. **Interest:** No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. **Refund:** Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

**Notices about Security Deposits:**

- (1) **§92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.**
- (2) **Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.**
- (3) **The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.**
- (4) **"Surrender" is defined in Paragraph 16 of this lease.**
- (5) **One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.**

**D. Deductions:**

- (1) Landlord may deduct reasonable charges from the security deposit for:
  - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
  - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
  - (c) unpaid or accelerated rent;
  - (d) unpaid late charges;
  - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
  - (f) unpaid pet charges;
  - (g) replacing unreturned keys, garage door openers, security devices, or other components;
  - (h) the removal of unauthorized locks or fixtures installed by Tenant;
  - (i) Landlord's cost to access the Property if made inaccessible by Tenant;
  - (j) 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);
  - (k) packing, removing, and storing abandoned property;
  - (l) removing abandoned or illegally parked vehicles;

- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

(2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

**11. UTILITIES:**

A. Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property (for example, electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections) except the following which Landlord will pay: N/A

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

B. Unless provided by Landlord, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

**Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.**

**12. USE AND OCCUPANCY:**

A. Occupants: Tenant may use the Property as a private residence only. The only persons Tenant may permit to reside on the Property during the term of this lease are *(include names and ages of all occupants)*: N/A

B. Phone Numbers and E-mail: 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.

C. HOA Rules: Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will 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's agents or any other entity as provided by law.

D. Prohibitions: Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle; (3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

- E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 20 days without Landlord's written permission, whichever is less.
- F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

**13. PARKING RULES:** Tenant may not permit more than 2 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

**14. ACCESS BY LANDLORD:**

- A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may 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.
- B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.
- C. Trip Charges: If Landlord or Landlord's agents have 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 or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), Landlord may charge Tenant a trip charge of \$ 100.00 .
- D. Keybox: **A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.**
- (1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:
- (a) during the last 30 days of this lease or any renewal or extension; and
  - (b) at any time Landlord lists the Property for sale with a Texas licensed broker.

- (2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ **one months rent** as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.
- (3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.
- (4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

**15. MOVE-IN CONDITION:**

- A. 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: N/A
- B. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 7 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 expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

**16. MOVE-OUT:**

- A. Move-Out Condition: 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.
- B. Definitions:
  - (1) *"Normal wear and tear"* means deterioration that occurs without negligence, carelessness, accident, or abuse.
  - (2) *"Surrender"* occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
    - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
    - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
  - (3) *"Abandonment"* occurs when all of the following occur:
    - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
    - (b) Tenant is in breach of this lease by not timely paying rent; and
    - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

Residential Lease concerning: \_\_\_\_\_

C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
  - (a) dispose of such personal property in the trash or a landfill;
  - (b) give such personal property to a charitable organization; or
  - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

**17. PROPERTY MAINTENANCE:**

A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:

- (1) keep the Property clean and sanitary;
- (2) promptly dispose of all garbage in appropriate receptacles;
- (3) supply and change heating and air conditioning filters at least once a month;
- (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);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) know the location and operation of the main water cut-off valve and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage;
- (12) water the foundation of the Property at reasonable and appropriate times; and
- (13) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: \_\_\_\_\_

\_\_\_\_\_. Other than watering, the yard will be maintained as follows:



- (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- (b) Tenant, at Tenant's expense, will maintain the yard.
- (c) Tenant will maintain in effect a scheduled yard maintenance contract with:  a contractor who regularly provides such service;  \_\_\_\_\_.

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:

- (1) remove any part of the Property or any of Landlord's personal property from the Property;
- (2) remove, change, add, or rekey any lock;
- (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;
- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

E. Failure to Maintain: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, 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's agents or any other entity as provided by law.

F. Smoking: Smoking by Tenant, Tenant's guests, family, or occupants is  permitted  not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
- (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

**18. REPAIRS:** (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

**A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at (713)895-9966. Ordinarily, a repair to the heating and air conditioning system is not an emergency.**

**B. NOTICE:** If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

**C. Completion of Repairs:**

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's permission. 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.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

**D. Payment of Repair Costs:**

- (1) 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 this Paragraph 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
  - (a) heating and air conditioning systems;
  - (b) water heaters; or
  - (c) water penetration from structural defects.
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
  - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
  - (b) damage to doors, windows, and screens;
  - (c) damage from windows or doors left open;
  - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
  - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
  - (f) the following specific items or appliances: refrigerator, washer, or dryer (if any)

\_\_\_\_\_.

**E. Trip Charges:** 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 Paragraph 14C.

- F. Advance Payments and Reimbursements:** Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

**19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:**

- A. Subchapter D, Chapter 92, Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions): (1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door of the dwelling; (4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.
- B. All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

- 20. SMOKE ALARMS:** Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.

- 21. LIABILITY:** Unless caused by Landlord, Landlord is not responsible to Tenant, Tenant's guests, family, or occupants 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, 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, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

- 22. HOLDOVER:** 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 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.

- 23. RESIDENTIAL LANDLORD'S LIEN:** Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.

- 24. SUBORDINATION:** This lease and Tenant's leasehold interest 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.

**25. CASUALTY LOSS OR CONDEMNATION:** Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. 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. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

**26. SPECIAL PROVISIONS:** *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*  
**Includes automatic enrollment into Terra Residential's Tenant Benefit Package at an additional cost of \$25 per month payable with rent. Total monthly Cost: Rent \$1,400, Benefit \$25 = Total \$1,425/mo.**

**27. DEFAULT:**

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. 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:
- (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
  - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
  - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code; and
  - (4) Tenant will be liable for:
    - (a) any lost rent;
    - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
    - (c) repairs to the Property for use beyond normal wear and tear;
    - (d) 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;
    - (e) 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
    - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. 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.

**28. EARLY TERMINATION:** This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. 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.

Residential Lease concerning: \_\_\_\_\_

A. Special Statutory Rights Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses or stalking.

- (1) Military: 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. §92.017, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) Family Violence: Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) Sex Offenses or Stalking: Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, 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 paragraph.
- (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.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
  - (a) if Tenant procures the assignee, subtenant, or replacement tenant:  
 (i) \$ \_\_\_\_\_.  
 (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
  - (b) if Landlord procures the assignee, subtenant, or replacement tenant:  
 (i) \$ \_\_\_\_\_.  
 (ii) 100.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

Residential Lease concerning: \_\_\_\_\_

12345 Happy St  
Houston, TX 77001

- 29. **ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.
- 30. **REPRESENTATIONS:** 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 a misrepresentation in this lease or in an application for rental, Tenant is in default.
- 31. **ADDENDA:** Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- Addendum Regarding Lead-Based Paint
- Inventory & Condition Form
- Landlord's Additional Parking Rules
- Pet Agreement
- Protecting Your Home from Mold
- Residential Lease Guaranty
- \_\_\_\_\_
- \_\_\_\_\_

- Agreement Between Brokers
- Landlord's Rules & Regulations
- Owners' Association Rules
- Pool/Spa Maintenance Addendum
- Residential Lease Application
- Bed Bug Addendum
- \_\_\_\_\_
- \_\_\_\_\_

- 32. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.):*

Tenant at the Property and a copy to:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Fax: \_\_\_\_\_

Landlord c/o:  
**Terra Residential Services, Inc.**  
**9977 W. Sam Houston Parkway North, Suite 160**  
**Houston, TX 77064**  
 E-mail: [notice@terraresidential.com](mailto:notice@terraresidential.com)  
 Fax: [\(713\)895-9320](tel:(713)895-9320)

- 33. **AGREEMENT OF PARTIES:**
  - A. **Entire Agreement:** 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.
  - B. **Binding Effect:** 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.
  - C. **Joint and Several:** 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.
  - D. **Waiver:** Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
  - E. **Severable Clauses:** 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.

Residential Lease concerning: \_\_\_\_\_

- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.
- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

**34. INFORMATION:**

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. 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.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. 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 Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information*).
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below 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 named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- G. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see [www.txdps.state.tx.us](http://www.txdps.state.tx.us) under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.
- H. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- I. Landlord's broker, **Terra Residential Services, Inc.**, \_\_\_\_\_,

will  will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by  Landlord or  property manager for Landlord:  
Name of property manager: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ E-mail: \_\_\_\_\_

Residential Lease concerning: \_\_\_\_\_

- J. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- K. **This lease is negotiable between the parties. 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.**

\_\_\_\_\_  
Landlord Date  
**Sample Owner**

\_\_\_\_\_  
Tenant Date  
**Sample Tenant**

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

**Or signed for Landlord under written property management agreement or power of attorney:**

\_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Date

**Michael C. Mengden, Broker**  
\_\_\_\_\_  
Broker's Associate's Printed Name

**Michael C. Mengden, Broker** **0413480**  
\_\_\_\_\_  
Broker's Printed Name License No.

**Terra Residential Services, Inc.**  
\_\_\_\_\_  
Firm Name

*For Landlord's Use:*

On \_\_\_\_\_ \* (date), Landlord provided a copy of the lease, signed by all parties, to  
\_\_\_\_\_ **Sample Tenant** (Tenant) by  mail  e-mail  fax  in person.

*\*Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days** after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*





# PET AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2018

## ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 12345 Happy St, Houston, TX 77001

*NOTICE: An assistance animal is not a pet. Do not use this agreement if animal is an assistance animal.*

### A. PET AUTHORIZATION AND PET DESCRIPTION:

- (1) Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.
- (2) Tenant may keep the following pet(s) on the Property until the above-referenced lease ends.

Type: Dog Breed: Beagle Name: Snoopy  
 Color: Black & White Weight: 30 lbs Age: 5 Gender: Male  
 Neutered?  yes  no Declawed?  yes  no Rabies Shots Current?  yes  no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
 Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Neutered?  yes  no Declawed?  yes  no Rabies Shots Current?  yes  no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
 Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Neutered?  yes  no Declawed?  yes  no Rabies Shots Current?  yes  no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
 Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
 Neutered?  yes  no Declawed?  yes  no Rabies Shots Current?  yes  no

### B. CONSIDERATION: In consideration for Landlord's authorization for Tenant to keep the pet(s) described in Paragraph A on the Property, the parties agree to the following. (Check any one or any combination of the following.)

- (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord a pet deposit of \$ \$400.00. The pet deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the pet is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.
- (2) The monthly rent in the lease is increased to \$ \_\_\_\_\_.
- (3) Tenant will, upon execution of this agreement, pay Landlord \$ \_\_\_\_\_ as a one-time, non-refundable payment.

### C. PET RULES: Tenant must:

- (1) take all reasonable action to insure that any pet does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any pet;
- (3) keep the rabies shots of any pet current;
- (4) confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
- (5) confine any pet other than a dog or cat in appropriate cages at all times;

Pet Agreement concerning \_\_\_\_\_

- (6) promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any pet.

**D. ACCESS:** Tenant must remove or confine any pet at any time that the pet is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

**E. DISCLOSURE CONCERNING PETS:**

(1) Is Tenant aware of whether any of the pets described under this addendum has ever bitten or injured another person?  Yes  No  
 If yes, explain: None

(2) Is Tenant aware of whether any of the pets described under this addendum has any propensity or predisposition to bite or injure someone?  Yes  No  
 If yes, explain: None

**F. TENANT'S LIABILITY:**

- (1) Tenant is responsible and liable for:
  - (a) any damage to the Property or any item in the Property caused by any pet;
  - (b) any personal injuries to any person caused by any pet; and
  - (c) any damage to any person's property caused by any pet.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping.

**G. INDEMNIFICATION:** Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any pet or Tenant.

**H. DEFAULT:** If Tenant breaches any provision in this pet agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

**I. SPECIAL PROVISIONS:**

**Upon move-out, carpets must be professionally cleaned, deflead and deodorized. Tenant will provide an invoice to TRS, of a reputable company, showing such cleaning, deflea and deodorization at Move-Out. If Tenant fails to provide an invoice at Move-Out these may be arranged by Landlord and the costs will be paid by Tenant.**

\_\_\_\_\_  
Landlord **Sample Owner** Date

\_\_\_\_\_  
Tenant **Sample Tenant** Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

\_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_

\_\_\_\_\_  
Tenant Date

Printed Name: **Michael C. Mengden, Broker**

Firm Name: **Terra Residential Svcs, Inc.**

# LANDLORD'S RULES & REGULATIONS

## TERRA RESIDENTIAL SERVICES INC.

These Rules & Regulations further explain the TEXAS ASSOCIATION OF REALTORS® RESIDENTIAL LEASE (Lease) between the owner of the Property (Landlord) and Tenant(s) and are hereby incorporated into Lease. These explain the typical rules and procedures of the Property Manager, Terra Residential Services, Inc. (TRS), who will be managing this property as the Landlord's Agent under a written property management agreement. Tenant understands that their contacts will be with TRS and not directly with Landlord.

Please note that identifying numbers after the (§) symbol below correspond to the same numbered paragraph in the lease.

### **CONTACTING TRS:**

**Email:** All TRS employees use email which consist of the person's first initial last name @terraresidential.com. The property managers are: Aleena August ([aleena@terraresidential.com](mailto:aleena@terraresidential.com)) Sarah Magee ([sarah@terraresidential.com](mailto:sarah@terraresidential.com)) and Rebecca Roeber ([rebecca@terraresidential.com](mailto:rebecca@terraresidential.com)).

**Telephone:** (713) 895-9966. During office hours Monday through Friday from 9-12 and 1-5, phones are answered live. After hours an automated attendant with voice mail answering system is in place. The managers' extensions are: Aleena August (x308) Sarah Magee (x303) and Rebecca Roeber (x307).

**AUTOMATIC RENEWAL AND NOTICE OF TERMINATION (§4.A.B.C.):** The Lease automatically renews on a month-to-month basis until one party gives the other **WRITTEN** notice of termination. **THE LEASE DOES NOT AUTOMATICALLY END AT THE EXPIRATION DATE OF THE PRIMARY TERM (§3.A).** When tenants wish to move, they must give Landlord at least 30 days **WRITTEN** notice of intent to vacate. These can be brought by the TRS office, mailed, or sent via email to [notice@terraresidential.com](mailto:notice@terraresidential.com). Verbal or oral notice is insufficient for any reason. Texas Property Code strictly prohibits attempts to use the Security Deposit in lieu of payment of the last month's rent, and strong penalties can ensue for doing so (see §10. Notices About Security Deposits). Upon receipt of the notice, the TRS manager will contact Tenant and schedule a walk-through of the property to inform Tenant of specific responsibilities before vacating (see Move Out §16) and to discuss the showing instructions to prospective tenants during the remaining time in the property. *If Tenant has not heard from TRS within a couple of days after sending the notice, contact TRS immediately as TRS did not receive it.* On the move-out day, TRS will schedule a move out walk through after Tenant is completely out of the property and, providing Tenant has provided a forwarding address in writing, Landlord has 30 days from that date to provide Tenant with an accounting and/or refund of the Security Deposit.

### **RENT (§5):**

**Method of Payment (§5.D.):** Landlord requires that all rent and other sums be paid by cashier's check, electronic payment, money order or personal check. **AT NO TIME will Landlord accept any rent or other sum in cash.** The first month's rent and the security deposit must be paid by cashier's check or money order only. Landlord will not accept partial rent payments. Multiple payments for the rent will NOT be accepted (i.e. multiple tenants each submitting separate personal or e-checks for part of the rent, or tenants submitting partial rent payments throughout the month).

**Electronic payment (¶5.D.):** Tenant can pay online by e-check (ACH), or debit or credit card, and online payments is our preferred and most secure method of payment. Visit [www.terraresidential.com](http://www.terraresidential.com) and click on the **Pay Rent** button on the top of the home page or the **Pay Rent Online** button in the Tenants drop down menu to sign up. There is a small convenience fee for online payments (e-check ACH much cheaper than debit or credit card), which is much less than any potential late fee or cost in time and gas to deliver payments. Plus, you can set up automatic recurring payments. Set it once and don't think about it again.

**Cashier's check or money order (¶5.D.):** When submitting cashier's checks, money orders, bill pay checks, bank drafts, make sure that the tenant's name and property address identified on the lease agreement is clearly marked on the payment. If this is neglected, your rent payment could be applied late as Landlord has no way of knowing what account to apply it towards.

**Personal check (¶5.D.):** Tenant's Name and property address must be preprinted on any personal check presented. Landlord will not accept temporary checks or third-party checks (i.e. from friend, family, or business).

**Paying in Person:** For those who wish to pay in person, our office hours are 9 AM -- 12 PM and 1 PM -- 5 PM, Monday through Friday, excluding normal holidays. For after hours, you may leave payment at our address 9977 W. Sam Houston Pkwy N, Suite 160 under the door. The office building is open 7AM – 6PM. Please do not place rent under any other suite door only Suite 160. Please call the next business day to verify receipt, as Landlord will not be responsible for lost payments.

**LATE CHARGES (¶6.):** Keep in mind that the rent is due on the date stated in the Lease which is usually the first (1st). Please do not confuse the past due date with the date late fees start accruing which is after **5:00pm** on the 3<sup>rd</sup>. All rents are considered late if not **RECEIVED** by the due date, which means if Tenant pays the rent on the 2<sup>nd</sup>, it is late although late fees have not yet started accruing. If paying online, payments are considered received on the initiation date and time of the payment. Post marks, dates written on checks, etc., are never considerations. Allow sufficient time for mail service to have the rent to Landlord on or before the due date (1<sup>st</sup>). **With recent changes at the state legislature, any payments made after 5:00pm will be considered to have been paid the next day.** Example: all payments delivered by the post office or paid online before 5:00pm Monday will be considered to have been paid on Monday. All payments after that time will be considered to have been paid on Tuesday, and so on. Late rents may be reported to any credit bureau and/or any future landlord or mortgage company.

**RETURNED PAYMENT (¶7.):** Any returned payment for any reason will need to be replaced with a cashier's check, money order, or credit card. Should Tenant at any time, and for any reason, have more than one e-check (ACH) or personal check returned, Landlord hereby notifies Tenant that e-checks (ACH) and personal checks will no longer be accepted.

**PHONE NUMBERS AND EMAIL (¶12.B.):** The information provided on Tenant's application will be used to set up the TRS Tenant file and Tenant is responsible for promptly (within 5 days) supplying changes in any contact telephone numbers and e-mail addresses to TRS in writing.

**ACCESS BY LANDLORD for SHOWINGS (¶14.):** After written move-out notice has been received, whether or not Tenant authorizes a keybox to be placed on the Property by the Landlord (see ¶14); the Property may be shown at reasonable times to prospective tenants. Tenant understands that repeatedly refusing reasonable showings, as well as not keeping the Property "showable" during this time constitutes default of the lease, the penalty of which will be equal to 100% of one month's rent.

**INVENTORY AND CONDITION FORM (¶15.B.):** The Inventory and Condition Form is now an App called MyWalkThru which will need to be **COMPLETED AND RETURNED** to TRS within 7 days of move-in. Tenant will be supplied with login credentials to conduct a review and generate a digital report of the Property's condition utilizing a smartphone application (the "App"). The App will enable Tenant to note and photograph damages or other conditions of the Property existing at the time Tenant accepts possession. The importance of completing this document cannot be stressed enough. This document is for Tenant protection for consideration in both maintenance and security deposit charges. **THIS DOCUMENT IS NOT A REQUEST FOR REPAIRS AND ANY DEFECTS NOTED WILL NOT BE CONSIDERED FOR REPAIR SIMPLY BY COMPLETING THIS DOCUMENT.** If needed, a separate online request for specific repairs must be submitted.

**MOVE-OUT (§16.):** The Lease automatically renews on a month-to-month basis until one party gives the other **WRITTEN** notice of termination (§4.A.B.C.). THE LEASE DOES NOT AUTOMATICALLY END AT THE EXPIRATION DATE OF THE PRIMARY TERM (§3.A)

Tenant will leave the Property free of all trash, debris, and any personal property.

All ceramic, tile, vinyl, and concrete areas are to be swept and mopped.

All carpeted areas are to be vacuumed and professionally cleaned.

All areas are to be de-fleat and deodorized if required by the pet agreement.

All counters, windows, windowsills, door casings, blinds, cabinets, appliances, tubs, showers, toilets, mirrors, light fixtures, ceiling fans, fireplaces, etc. are to be clean and wiped down (inside and out if applicable).

All patios, walkways, carports, garages, and/or driveways are to be swept and degreased as needed.

All yard areas are to be freshly mowed, edged, raked and weeded; shrubbery is to be trimmed; flower beds are to be weeded; and any holes in the yard are to be filled in completely.

## **PROPERTY MAINTENANCE (§17.)**

**Utility & Maintenance Reduction Program:** A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 30 days as a part of the Tenant Benefit Package. Tenant shall properly install the filter(s) that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filter(s) will be considered as a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant, therefore, Tenant shall be liable to Landlord for all damages to the property, A/C or heating system caused by Tenant's neglect or misuse.

**Yard Care and Watering (§17.B.):** Please remember that in most leases it is Tenant's responsibility to water the yard. If not done regularly, tenants can and have been held responsible for completely re-sodding the yard upon move-out. If there is a sprinkler system installed in the yard, it is a violation of the lease to turn that system off. Keeping that in mind, if the summer is within normal temperature and rainfall ranges for the area, there may come a time when different areas or water districts start a water rationing or other restriction. Please remember to follow all those rules.

**Prohibitions (§17.D.):** **NO** modifications may be made to the property without prior **WRITTEN** permission of the Landlord. This includes installation of cable TV, security systems, light fixtures, trees, bushes, painting, or anything of the like.

## **REPAIRS (§18.):**

**Repair Requests (§18.A.):** All repair/maintenance requests should be directed to TRS in writing as per the lease (except for emergencies that may be called in to 713-895-9966). The preferred and most common method is to go to the TRS website at [www.terraresidential.com](http://www.terraresidential.com) and fill out the repair form located under "Maintenance Request" in the Tenants drop down menu. This will take you to another website called PropertyMeld. You will log on with your credentials and input your maintenance request. This will be sent to TRS to be assessed and assigned a vendor. You will be able to schedule the appointment between you and the vendor. This will always be monitored by our office. **DO NOT EMAIL YOUR PROPERTY MANAGER DIRECT FOR REPAIRS.**

**Completion of Repairs (§18.C.):** Do not attempt any repairs yourself or contract with outside companies if you want the Landlord to pay for the repair, even in an emergency. We have a manager on call 24 hours a day, and we always have emergency repair companies available. Landlord **WILL NOT REIMBURSE** Tenant for any repair bills contracted by Tenant without prior written permission from Landlord. **AT NO TIME ARE YOU AUTHORIZED TO DEDUCT A REPAIR AMOUNT FROM THE MONTHLY RENT.**

**Repair Hours:** Our office hours are 9:00 AM – 12:00 PM and 1:00 PM -- 5:00 PM Monday through Friday excluding normal holidays. Most repair companies perform their services during similar hours, however pre-discussed appointments may be made for after hours and during weekends at the convenience of the repair company and you. Be advised that the Landlord will not authorize the paying of overtime or after hours charges, except in the case of a major emergency. After hour major emergencies (such as major plumbing, electrical, fire, etc.,) may be reported by calling 713-895-9966 and following the instructions. Use common sense when reporting emergencies. As an example, we cannot and will not repair air conditioners, or a burner on the stove, at midnight on Saturday.

**Payment of Repair Costs (¶18.D.):** Certain repairs are the responsibility of Landlord and certain repairs are the responsibility of the tenant. In most instances the Tenant will be responsible for the entire repair if it is found to be due to misuse, neglect, etc. **Do not pay** the repair company when they perform their services, unless directed to by TRS. If there is responsibility for payment of some or more of the repair to you, TRS will invoice you after the repair has been completed.

**EARLY TERMINATION (¶28.):**

**Assignment, Subletting and Replacement Tenants (¶28.B.):** Landlord does not allow assignment or subletting. Landlord will allow replacement tenants under the following conditions: If Tenant requests an early termination of the lease under this paragraph, Tenant understands that the fee (reletting fee) referenced in 28.B.(4) is due up front. Upon receipt of the reletting fee, Landlord will begin marketing the Property for a suitable replacement tenant. Payment of the reletting fee does not release Tenant from other obligations of the lease up to and including the rent for the remaining term of the lease or until a suitable replacement tenant is procured (whichever is sooner). Obviously, the more notice you can give when you need to terminate early will enable marketing to start sooner and hopefully end your lease obligation sooner. Paying the reletting fee and the rent until a suitable replacement tenant or the end of your lease term arrives is the ONLY way to complete your lease term on good terms with good rental history and the potential refund of your security deposit. Not paying all obligations will guarantee forfeiture of your security deposit, bad rental history, a broken lease, and the balance owed all being reported to all 3 credit bureaus and placed with a collection company for collection.

**RENTERS INSURANCE (¶34.H.):** Tenant is highly encouraged to purchase and maintain renters insurance covering liability issues and casualties such as fire, flood, water damage and theft. Landlord's insurance in Texas does not cover Tenant's personal property.

**FEES:** The following is a guide which includes but are not limited to the types of fees that can be charged to Tenant over and above any fees chargeable by the lease:

- a) if Tenant rekeys Property without Landlord's permission (\$50.00 + cost of rekey)
- b) if Landlord or Landlord's Agent has to file a forcible detainer or like suit (\$50.00 + cost of filing)
- c) if Landlord or Landlord's Agent must appear in Court for a forcible detainer or like suit (\$100.00)
- d) if Landlord or Landlord's Agent has to send Tenant a second HOA violation for the same issue (\$25.00)
- e) Tenant caused repairs during lease term (\$25 + cost of repair)
- f) Tenant caused repairs performed and deducted from deposit after moveout (10% + cost of repair)
- g) Tenant Benefit Package (\$25.00 per month) - see full list of benefits included on [www.terraresidential.com](http://www.terraresidential.com)

This document is subject to change with proper notice or should Landlord and TRS terminate their relationship.

Tenant hereby acknowledges that he/she has read the Lease Agreement and these Landlord's Rules & Regulations and fully understands the provisions of said Lease Agreement and Landlord's Rules & Regulations.

\_\_\_\_\_  
Michael C. Mengden  
for TRS as Agent for Landlord

Date

\_\_\_\_\_  
Tenant

Date

\_\_\_\_\_  
Tenant

Date

\_\_\_\_\_  
Address and Zip



# ADDENDUM REGARDING LEAD-BASED PAINT

For use in the lease of residential property built before 1978.

## ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 12345 Happy St, Houston, TX 77001

**A. LEAD WARNING STATEMENT:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors (landlords) must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees (tenants) must also receive a federally approved pamphlet on lead poisoning prevention.

**B. DISCLOSURE:**

(1) Presence of lead-based paint and/or lead-based paint hazards. (Check (a) or (b)).

(a) Landlord knows of the following lead-based paint and/or lead-based paint hazards in the Property:

\_\_\_\_\_

(b) Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the Property.

(2) Records and reports available to Landlord. (Check (a) or (b)).

(a) Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property which are listed here: \_\_\_\_\_

\_\_\_\_\_

(b) Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

**C. TENANT'S ACKNOWLEDGEMENT:**

(1) Tenant has received copies of all information listed in Paragraph B.

(2) Tenant has received the pamphlet entitled Protect Your Family from Lead in Your Home.

**D. AGENTS' NOTICE TO LANDLORD AND ACKNOWLEDGEMENT:**

(1) The brokers and agents to the lease notify Landlord that Landlord must: (a) provide Tenant with the EPA-approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazard in the Property; (d) deliver all records and reports to Tenant pertaining lead-based paint and/or lead-based paint hazards in the Property; and (e) retain a copy of this addendum for at least 3 years.

(2) The brokers and agents to the lease have advised Landlord of Landlord's obligations under 42 U.S.C. 4852d and are aware of his/her responsibility to ensure compliance.

**E. CERTIFICATION OF ACCURACY:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and correct.

\_\_\_\_\_  
Landlord Date  
**Sample Owner**

\_\_\_\_\_  
Tenant Date  
**Sample Tenant**

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Listing Broker/Agent or Property Manager Date  
**Terra Residential Services, Inc.**

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Other Broker/Agent Date

\_\_\_\_\_  
Tenant Date



## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>Terra Residential Services, Inc</b>	<b>413480</b>	<b>mike@terraresidential.com</b>	<b>(713)895-9966</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>Michael C. Mengden, Broker</b>	<b>305902</b>	<b>mike@terraresidential.com</b>	<b>(713)895-9966</b>
Designated Broker of Firm	License No.	Email	Phone
<b>Michael C. Mengden, Broker</b>	<b>305902</b>	<b>mike@terraresidential.com</b>	<b>(713)895-9966</b>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<b>Rebecca Roeber</b>	<b>587347</b>	<b>rebecca@terraresidential.com</b>	<b>(713) 895-9966</b>
Sales Agent/Associate's Name	License No.	Email	Phone

\_\_\_\_\_  
Buyer/Tenant/Seller/Landlord Initials

\_\_\_\_\_  
Date

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date





# AGREEMENT BETWEEN BROKERS FOR RESIDENTIAL LEASES

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2003

CONCERNING THE RESIDENTIAL LEASE OF THE PROPERTY AT 12345 Happy St, Houston, TX 77001

\_\_\_\_\_ between  
Sample Owner (Landlord) and  
Sample Tenant (Tenant).

**A. FEE:** Listing Broker will pay Other Broker a fee equal to:

- (1) 50.000 % of one full month's rent that Tenant is obligated to pay under the above-referenced lease.
- (2) \_\_\_\_\_ % of all rent that Tenant is obligated to pay under the primary term of the above-referenced lease.
- (3) \_\_\_\_\_

The fee under this Paragraph A is earned at the time the lease is binding on the parties to the lease and is payable promptly after Tenant pays the first full month's rent, the prorated rent, and the security deposit.

**B. OTHER FEES:**

- (1) **Renewals:** If the parties to the above-referenced lease renew the lease, Listing Broker will pay Other Broker an additional fee equal to:
  - (a) N/A % of one full month's rent that Tenant is obligated to pay under the renewal.
  - (b) N/A % of all rent that Tenant is obligated to pay under the renewal term.
  - (c) N/A

The fee under this Paragraph B(1) is earned when the renewal begins and is payable when Listing Broker receives Listing Broker's fee for the renewal in accordance with a separate agreement between Landlord and Listing Broker. A "renewal" includes renewals, extensions, and new leases for the Property between the parties to the lease with terms greater than 30 days. This Paragraph B(1) does not apply to month-to-month renewals.

- (2) **Sales:** If Landlord agrees to sell the Property to Tenant during the term of the lease, including any renewal or extension, Listing Broker will pay Other Broker an additional fee equal to:
  - (a) N/A % of the sales price.
  - (b) N/A

The fee under this Paragraph B(2) is earned when Landlord agrees to sell the Property to Tenant and is payable when Listing Broker receives Listing Broker's fee for the sale in accordance with a separate agreement between Landlord and Listing Broker. "Sell" means to agree to sell, convey, or transfer a legal or equitable interest (excluding a lease) by written or oral agreement or option.

**ABC Broker**  
Other Broker 0123456 License No.

By Demo Agent Date  
1234 Main Street  
Address  
Houston, TX 77002  
City, State, Zip  
(713) 555-1212 (713) 555-1214  
Phone Fax

**Terra Residential Services, Inc.**  
Listing Broker 0413480 License No.

By Michael C. Mengden, Broker Date  
9977 W Sam Houston Pkwy N Ste 160  
Address  
Houston, TX 77064-7509  
City, State, Zip  
(713)895-9966 (713)895-9320  
Phone Fax

**Submit IRS Form W-9 (see [www.irs.gov](http://www.irs.gov)) to Listing Broker for payment of fee.**



# RESIDENTIAL LEASE INVENTORY AND CONDITION FORM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.  
©Texas Association of REALTORS®, Inc. 2014

INVENTORY AND CONDITION FORM CONCERNING THE PROPERTY AT 12345 Happy St, Houston, TX 77001

Complete the move-in section of this form and return it to your Landlord within the time required by your lease. **All items are presumed to be in good condition unless noted otherwise.** Test all locks, window latches, smoke alarms, and equipment. This form is not a repair request. Submit all requests for repairs separately in accordance with your lease. The Landlord may also use this form upon move-out. Keep a copy for your records. *Note any defects in the items listed below.*

A. <u>Exterior Items</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Mailbox	_____	_____
Fences & Gates	_____	_____
Pool/Spa & Equip.	_____	_____
Lawn, Trees & Shrubs	_____	_____
Undgrd. Lawn Sprinkler	_____	_____
Exterior Faucets	_____	_____
Roof & Gutters	_____	_____
Siding & Paint	_____	_____
Driveway	_____	_____
Front Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Door Bell	_____	_____
Back Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Patio or Deck	_____	_____
Patio Door	_____	_____
Door Knob & Lock	_____	_____
Light/Bulb	_____	_____
Other	_____	_____
Water Shut-Off Valve Located? <input type="checkbox"/> yes <input type="checkbox"/> no	Electrical Breakers Located? <input type="checkbox"/> yes <input type="checkbox"/> no	

B. <u>Garage</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceilings & Walls	_____	_____
Floor	_____	_____
Auto Door Opener	_____	_____
Safety Reversal	_____	_____
Remotes	_____	_____
Garage Doors	_____	_____
Exterior Doors & Stops	_____	_____
Storage Room	_____	_____
Other	_____	_____

C. <u>Entry</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____

(TXR-2006) 1-1-14      Tenants: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ & Landlord or Landlord's Representative: \_\_\_\_\_, \_\_\_\_\_      Page 1 of 6

	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Other	_____	_____

D. <u>Living Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Cabinets	_____	_____
Fireplace	_____	_____
Other	_____	_____

E. <u>Dining Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Cabinets	_____	_____
Other	_____	_____

F. <u>Kitchen &amp; Breakfast</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Pantry & Shelves	_____	_____
Cabinets & Handles	_____	_____
Drawers & Handles	_____	_____
Countertops	_____	_____
Range/Cooktop	_____	_____

	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Microwave		
Dishwasher		
Oven		
Racks & Knobs		
Broiler & Pan		
Light Cover & Bulb		
Vent Hood		
Light & Fan		
Filter		
Garbage Disposer		
Sink & Faucet		
Refrigerator		
Shelves & Drawers		
Light Cover & Bulb		
Other		

G. <u>Halls</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Light Fixtures		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Other		

H. <u>Family Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Lights & Ceiling Fans		
Windows & Screens		
Window Latches		
Drapes/Blinds/Shutters		
Plugs & Switches		
Closet Shelves & Rods		
Cabinets		
Fireplace/Logs/Equip.		
Other		

I. <u>Master Bedroom (1)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls		
Paint & Wallpaper		
Doors & Door Stops		
Door Locks & Knobs		
Flooring		
Lights & Ceiling Fans		
Windows & Screens		
Window Latches		
Drapes/Blinds/Shutters		

	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

J. <u>Master Bathroom (1)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Lights & Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet/Lid/Seat/Paper Hldr.	_____	_____
Heaters & Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

K. <u>Bedroom (2)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

L. <u>Bedroom (3)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

M. <u>Bedroom (4)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Door Locks & Knobs	_____	_____
Flooring	_____	_____
Lights & Ceiling Fans	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets	_____	_____
Other	_____	_____

N. <u>Bathroom (2)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet/Lid/Seat/Paper Hldr.	_____	_____
Heaters & Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

O. <u>Bathroom (3)</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Windows & Screens	_____	_____
Window Latches	_____	_____
Drapes/Blinds/Shutters	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Tub/Shower & Faucets	_____	_____
Toilet/Lid/Seat/Paper Hldr.	_____	_____
Heaters & Exhaust Fans	_____	_____
Towel Fixtures	_____	_____
Other	_____	_____

P. <u>Utility Room</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Ceiling & Walls	_____	_____
Paint & Wallpaper	_____	_____
Doors & Door Stops	_____	_____
Doors/Locks/Knobs/Stops	_____	_____
Flooring	_____	_____
Light Fixtures	_____	_____
Plugs & Switches	_____	_____
Closet Shelves & Rods	_____	_____
Cabinets & Handles	_____	_____
Countertops	_____	_____
Sinks & Faucets	_____	_____
Washer & Dryer	_____	_____
W & D Connections	_____	_____
Other	_____	_____

Q. <u>Other</u>	<u>Move-In Comments</u>	<u>Landlord's Move-Out Comments</u>
Central A/C & Heat	_____	_____
Filter	_____	_____
Thermostat	_____	_____
Window A/C Units	_____	_____
Space or Wall Heaters	_____	_____
Water Heater	_____	_____
Water Softener	_____	_____
Alarm System	_____	_____
Central Vacuum	_____	_____
Other	_____	_____

**Smoke Alarms:** No. of Units: \_\_\_\_\_ Tested?  yes  no Working?  yes  no  
**Door Locks on all exterior doors tested?** (including but not limited to patio doors, door from house to garage, front door, and rear doors)  yes  no Working?  yes  no

R. <u>Number of Keys:</u>	<u>Received</u>	<u>Returned</u>	<u>Received</u>	<u>Returned</u>
Door keys:	_____	_____	Garage Door Remotes:	_____
Mailbox keys:	_____	_____	Laundry Room Keys:	_____
Security Cards:	_____	_____	Recreational Facilities Keys/Cards:	_____

**THIS FORM IS NOT A REPAIR REQUEST. SUBMIT ALL REQUESTS FOR REPAIRS SEPARATELY IN ACCORDANCE WITH YOUR LEASE. The undersigned acknowledge that the above is an accurate assessment of the condition of the property as of the date signed.**

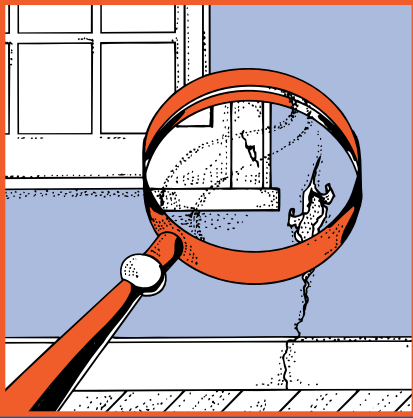
Tenant **Sample Tenant** \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Ph: (h) \_\_\_\_\_ (mb) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

*For Landlord's Use: This form was received by Landlord on \_\_\_\_\_ (date)  
 \_\_\_\_\_ (Landlord's or Manager's signature)*



# Protect Your Family From Lead In Your Home



 EPA United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development



# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

---

**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

---

**Childhood lead poisoning remains a major environmental health problem in the U.S.**

---

**Even children who appear healthy can have dangerous levels of lead in their bodies.**

---

**People can get lead in their body if they:**

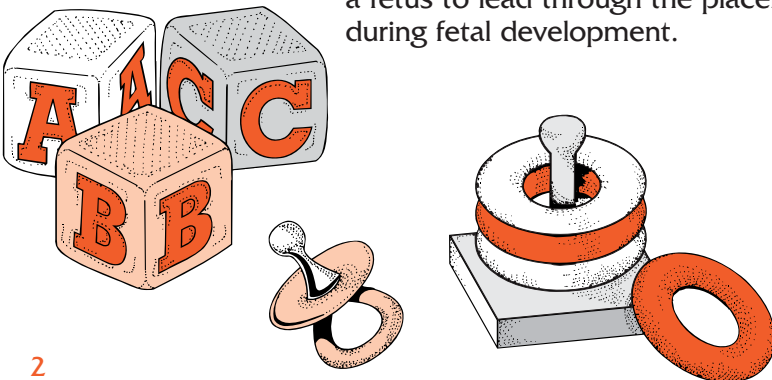
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

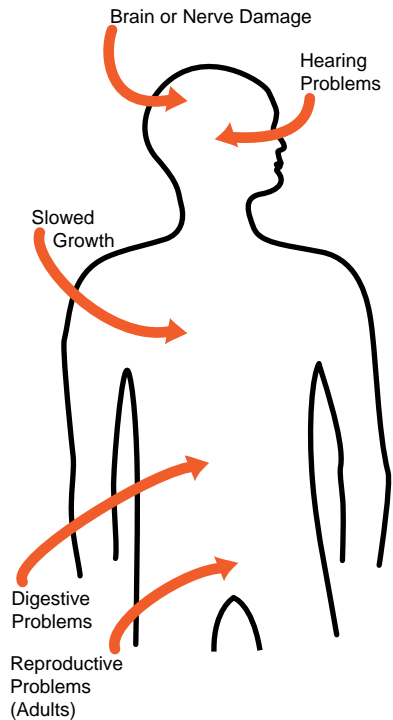
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



---

**Lead affects  
the body in  
many ways.**

---

## Where Lead-Based Paint Is Found

---

**In general, the older your home, the more likely it has lead-based paint.**

---

**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

---

**Get your children and home tested if you think your home has high levels of lead.**

---

**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

# Identifying Lead Hazards

---

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- ◆ 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

---

**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

---

## Checking Your Home for Lead

---

**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

---



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

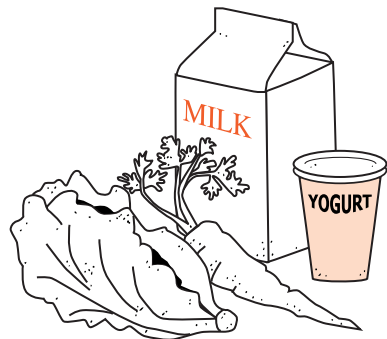
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

---

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.





# Reducing Lead Hazards In The Home

---

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

**Always use a professional who is trained to remove lead hazards safely.**



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- ◆ 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

---

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

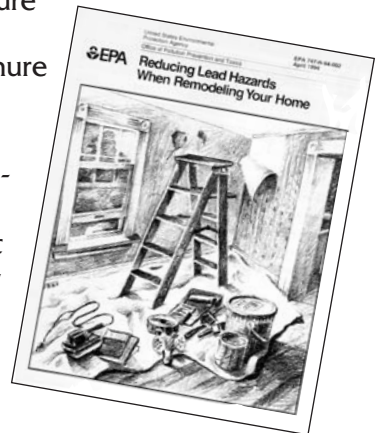
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



---

**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

---



## Other Sources of Lead

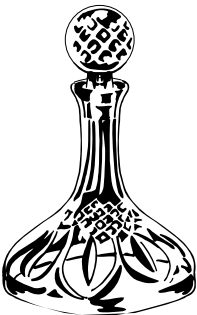
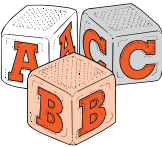
---



---

**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

---



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

---

### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

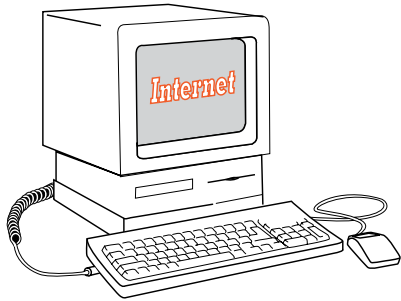


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

---

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

---

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

---

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

---

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

# Simple Steps To Protect Your Family From Lead Hazards

## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

Printed with vegetable oil based inks on recycled paper  
(minimum 50% postconsumer) process chlorine free.