



RESIDENTIAL LEASE AGREEMENT

1. PARTIES. This lease agreement is between TUPLE COUNTY PROPERTY MANAGEMENT, LLC ("Landlord") and Samuel Taylor (collectively referred to hereafter as "Tenant").
2. LEASED PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain property with improvements thereon both real property and the non-real property hereafter called the "Property" known as 100 Huntington Ave, College Station TX 77842.
3. LEASE TERM. The term of this lease shall be for a period of **TWELVE (12)** month(s), beginning August 1, 2015, and ending on July 25, 2016. This lease will be automatically renewed on a month to month basis unless **written** notice of termination is given by either party at least thirty (30) days before expiration date of the above lease term. Month to month lease basis will continue until either party provides written notice. This Notice of Termination will be effective on the last day of the month following the month in which the notice was given. Landlord is not obligated to prorate rent, even if Tenant surrenders the Property before the termination date. Surrender of property shall be deemed given back to Landlord only after keys to the premises have been returned to the Landlord or their agent, and receipt of such has been given. Any charges due under this agreement will continue to accrue until property has been surrendered. Oral Notice of Termination or Surrender is not sufficient under any circumstances.
4. RENT. Monthly Rent for the premises is \$1000.00 (including Lawn Services and utilities stated herein). Tenant will remit all amounts due to Landlord under this Lease on or before the **THIRD (3rd)** day of each month either in person, online payment or via US Mail. Weekends, Holidays, and mail delays do not excuse Tenant's obligation to timely pay rent. Late Fee's will accrue according to Lease on any payment made after the **THIRD (3rd)** day of each month. Payments made by mail must be received (not postmarked) in the office by the **THIRD (3rd)** day in order to avoid a Late Fee. Payments must be made by money order, ACH or through the online payment system. **NO CASH OR CHECKS WILL BE ACCEPTED.**

All Online rent payments must be made at: www.tupleproperties.com at the "[Pay Here](#)" tab with our "**PAYLEASE**" pay system

5. LATE CHARGES/ RETURNED CHECKS. If any rental payment is not paid in full on or before the **THIRD (3rd)** day of the month, Tenant agrees to pay a late charge of **Fifty and no/100ths Dollars (\$50.00)** plus an additional late charge of **\$10.00 per day** thereafter until payment in full is made. Said late charge shall commence on the fourth (4th) day of the month and accrue until payment and accumulative late charges are received in full by Landlord. Landlord does not accept partial payments. If Tenant tenders a payment that is dishonored by a banking institution, Tenant shall only tender cashier's check or money order for all future payments. Additionally, Tenant shall be liable for any NSF or returned payment fees. Payment for such fees will be due immediately.
6. SECURITY DEPOSIT. Tenant agrees to pay to Landlord upon execution of this lease the equivalent of one months rent as security deposit for the faithful performance of the terms and conditions of this lease agreement by Tenant. The rights and obligations of the parties hereto regarding the security deposit are as follows:
 - a. Refund: Refund of the security deposit by Landlord shall be made within thirty days of Tenant's surrender of the property back to Landlord, conditioned upon the following:
 - i. Tenant must complete Lease Term as listed above and any extension thereof. Proper THIRTY (30) day written notice of intention to vacate unit must be given by tenant in order to qualify for any portion of Security deposit

refund.

- ii. Tenant must surrender premises to landlord as stated in written notice.
- iii. All rents must be paid through the last day of the initial lease term or any extension thereof.

b. Deductions: Any refunds due to the Tenant shall be subject to deduction of reasonable charges including but not limited to:

- i. Damages to property, excluding normal wear and tear, and all reasonable costs associated to repair the property;
- ii. Unpaid rent;
- iii. Unpaid late charges;
- iv. Unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;
- v. Unpaid pet charges;
- vi. Replacing unreturned keys or other components;
- vii. The removal of unauthorized locks or fixtures installed by Tenant;
- viii. Landlord's cost to access the Property if made inaccessible by Tenant;
- ix. 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);
- x. Cost for removing abandoned property;
- xi. Removing abandoned or illegally parked vehicles;
- xii. Attorney's fees, costs of court, costs of service and other reasonable costs incurred in any legal proceeding against Tenant;
- xiii. Mailing costs associated with sending notices to Tenant for any violations of this lease;
- xiv. Any other unpaid charges or fees or other items for which Tenant is responsible under this Lease; and
- xv. Cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by the Landlord.

Landlord will send itemized deduction of any allocation and charges due to Tenant and/or any party to the lease including cosigners. If more than one person rents the unit, the Tenant agrees that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in this Agreement, or future changes to this agreement. If deductions exceed security deposit, Tenant will be responsible to pay Landlord any amount due within fifteen (15) days of notice of charges. In a multi person rental agreement, all Tenants will be held responsible for any damages.

7. OCCUPANCY. The lease premises shall be used as a residence for Tenant only and Tenant shall not permit the Leased Premises or any part thereof to be used for: (a) the conduct of any offensive, noisy, or dangerous activity that would increase the premiums for fire insurance on the Leased Premises; (b) the creation or maintenance of a public nuisance; (c) anything which is against public regulations or rules of any public authority at any time applicable to the Leased Premises; or (d) any purpose or in any manner which will obstruct, interfere with, or infringe on the rights of other Tenants of adjoining property owned by Landlord; (e) and in accordance with all House Rules. Tenant has been made aware and agrees that only four (4) unrelated persons may occupy the residence at any time. If tenant is found to be in violation of this, Tenant assumes all liability. If Landlord is fined or cited for Tenants failure to comply with this rule, Tenant agrees that they will be responsible to reimburse Landlord for any fees/fines or any other associated cost(s) in relation to the violation.
8. TAXES. Landlord agrees to pay the taxes or assessments on the Leased Premises.
9. UTILITIES. Landlord is not responsible for any utilities. Tenant will pay all associated costs and fees for any utility on property. It is the Tenant's responsibility to contact appropriate utility providers and initiate the service(s) at the Property. Tenant at a minimum must keep the following utilities on, at all times the lease is in effect: gas, electricity, water, sewage, garbage service. Tenant may face eviction proceedings if utilities are ever disconnected at the Property.
10. ACCESS BY LANDLORD. The Landlord shall have the right to enter any unit at reasonable hours to make such repairs, additions and alterations, as they shall deem necessary for the safety, preservation or restoration of the building, or for the safety or convenience of the occupants thereof. Reasonable advance notice of approximately 24 hours will be provided in writing except in emergency situations. Tenant consents in advance to allow access in any emergency situation.

11. RIGHT OF INSPECTION. Landlord shall have the right, during the term of this lease or any extension thereof, to enter the Leased Premises annually or as deemed reasonable by the Landlord for the purpose of inspecting all buildings and improvements thereon.

12. CARE AND MAINTENANCE OF PREMISES. Tenant shall be responsible for care of the premises and fixtures and appurtenances therein. Tenant, at its sole cost and expense, shall maintain and keep premises (except yard maintenance as listed below). If Tenant fails to appropriately maintain the premises, it will be considered a violation of the Lease. In addition to the Landlord seeking legal remedy for the violation, the Landlord may perform whatever act the Tenant is obligated to perform and the Tenant agrees to reimburse any incurred expense to the Landlord within 30 days. Failure of Tenant to pay for maintenance or repair items will result in termination of lease.
 - a. Yard Maintenance: Landlord, at Landlord's expense will arrange and pay for yard services including scheduled mowing and tree and shrub maintenance. Tenant will permit Landlord and Landlord's contractors, reasonably access to the yard. It will be the responsibility of the Tenant to prepare the yard prior to any service. This preparation includes removal of any personal property, pet waste, trash or other obstructions from lawn. IT WILL REMAIN THE TENANT RESPONSIBILITY TO WATER LAWN, TREES AND SHRUBS IN A MANNER THAT PREVENTS DETERATION OF THESE ITEMS; LANDLORD WILL NOT BE RESPONSIBLE FOR ANY TYPE OF WATERING.
 - i. If Tenant wishes to maintain their yard at their own expense, including scheduled mowing and tree and shrub maintenance, a \$30.00 per month rent credit will be given for the property. Rent credit will be given monthly, and not as a onetime deduction from the total annual lease balance. Tenant may maintain yard at their own expense only after receiving written permission from the landlord and signing "Tenant Yard Maintenance" agreement. The \$30.00 per month rent credit will begin the 1st of the month following the written agreement to maintain yard services. If at any time after agreeing to maintain yard at their own expense the Tenant fails to meet the agreed upon terms, the Landlord may perform whatever act the Tenant is obligated to perform and the Tenant agree to reimburse any incurred expense to the Landlord within 15 days. Failure of Tenant to pay for maintenance or repair items will result in termination of lease.

13. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings on the Leased Premises nor construct any buildings or other improvements on the Leased Premises without first having obtained the written consent of Landlord. Any such alterations, changes, and improvements consented to, other than movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the Leased Premises at the expiration or sooner termination of this lease. Tenant shall not remove Landlord's fixtures or furniture from the premises for any reason. Tenant shall not paint, carpet or wallpaper without the prior written consent of Landlord.

14. DESTRUCTION OF PREMISES. The Landlord shall only be responsible if any buildings or improvements on the Leased Premises are damaged or destroyed by fire, the elements, acts of God, or other causes not the fault of Tenant or any person in or about the Leased Premises due to Tenant. When damages to any portion of the property are caused by the carelessness, misuse or neglect on the part of the Tenant, family member, guest or any other individual on property due to the Tenant, the Tenant agrees that they will immediately report any such damage(s) and will be held liable for the cost of any repairs. The Landlord retains the right to determine in what manner repairs will be made, including but not limited to, selection of contractors, method of repair, etc. The acceptable terms for Tenant repayment of any damages will remain at the sole discretion of the Landlord.

15. CONDITION OF PREMISES. Tenant has thoroughly inspected and accepts the Leased Premises as is. The Landlord has made no implied warranties as to the condition of the Leased Premises. Prior to move-in, Tenant shall note in writing any defects or damage to the Leased Premises within **48 hours** of the lease being signed otherwise, the Leased Premises shall be deemed to be in clean and good condition. Tenant agrees to surrender the Leased Premises at the end of the term of this lease and any extension thereof in the same condition as of the date of possession, reasonable wear and tear excepted. Reasonable wear means wear which occurs without negligence, carelessness, accident or abuse. If Tenant fails to thoroughly clean the Leased Premises, including the yard, prior to move-out, reasonable charges to complete such cleaning shall be deducted from the security deposit.

16. MAINTENANCE OF LEASED PREMISES. Landlord shall have the right to temporarily turn off equipment and interrupt utilities to

avoid damage to property or to perform repairs or maintenance which require such interruption. Landlord shall act with due diligence in making repairs and the lease shall continue and rent shall not abate during such periods. Maintenance requests must be in writing and submitted online at www.tupleproperties.com or, in person at Landlord's current office location. In the event of an emergency related to the condition of the Property that affects the physical health or safety of any occupant(s), the Tenant may call (979) 778-2824.

If Tenant submits maintenance request(s) that are deemed by staff, after assessing the request(s) onsite, to have been avoidable, unnecessary or something of the Tenant's personal responsibility, Tenant will be charged a **\$50.00** trip charge in addition to any charges for maintenance preformed.

If after a maintenance request is submitted, Tenant fails to allow access to unit by maintenance staff or contractors employed by the Landlord to perform such maintenance, Tenant will be responsible for a **\$50.00** trip charge per occurrence. If Tenant is damaging property or creating a health and safety issue due to their refusal to allow staff on property to address maintenance issues, they will be subject to lease termination.

17. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this lease nor sublet the Leased Premises or any interest therein without first obtaining the written consent of Landlord. An assignment or subletting without the written consent of Landlord shall be void and shall, at the option of Landlord, terminate this lease.

18. DEFAULTS AND ACCELERATION OF RENTS. If Tenant fails to timely pay all rents due under this Lease or otherwise fails to comply with this Lease, for any reason, Tenant will be in default and Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least three (3) days written notice or other federally accepted time frame. Notice may be by any means permitted by the Texas Property Code (such as mail, email, personal delivery, affixing notice to inside of main door). If Tenant breaches this Lease, all rents which are payable during the remainder of this Lease or any renewal period will be accelerated without notice or demand as allowed by law. Unpaid rent and unpaid damages are reportable to credit reporting agencies. If Tenant breaches this Lease, Tenant will be liable for:
 - a. Any lost rent;
 - b. Landlord's cost of re-letting the Property including brokerage fees, advertising fees, and other fees necessary to re-let the Property;
 - c. Repairs to the Property for use beyond normal wear and tear;
 - d. All Landlords' costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - e. All Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges; and
 - f. Any other recovery to which Landlord may be entitled by law.

19. PETS. There is a no pet policy. This includes dogs, cats, birds, rodents, reptiles, fish, ferrets any hoofed animal or temporary or visiting pets.

20. ABANDONED PROPERTY. All property found in or about the premises after Tenant vacates the property shall be considered abandoned and the Landlord may dispose of same as it shall see fit without compensation to Tenant. The tenants agrees that rental premises or leased property shall be considered abandoned if, rent for the leased premises has not been paid past any grace period, and any of the following occur: utilities for the property have been disconnected or are seriously delinquent, furniture associated with standard habitability has been removed from the premises even if other personal property remain, the tenants remain absent from the property for longer than 15 consecutive days without prior notice, or, Tenant are unreachable by standard methods of contact for 15 days or longer. When a property has been deemed abandoned the Landlord will have the right to regain possession after issuing a 48-hour notice of intent to do so. If the Tenant does not respond timely as required by the notice and cure the abandonment, any personal property, weather exempt or non-exempt shall become the sole property of the Landlord after this time period. It shall be at the sole discretion of the Landlord as how to handle said property. Tenant will be held responsible for all costs associated with disposal or storage as deemed necessary by the Landlord. The Tenant agrees to hold harmless the Landlord or their agent when acting in accordance with this section.

21. LIEN. Landlord is granted an express contractual lien, in addition to any lien provided by law and a security interest in all property

of Tenant found on the leased premises to secure the compliance by Tenant with all terms of this lease. In the event of default, landlord or his agents may peaceably enter the leased premises and remove all property and dispose of same as allowed by law.

22. LANDLORD'S LIABILITY; LOCKS. Landlord shall not be liable to Tenant, their guests, or other occupants for any injuries, damages or losses to person or property caused by other residents or other persons, theft, burglary, assault, vandalism or other crimes, fire, water, rain, hail, smoke, explosions, sonic booms, interruption of utilities, or other causes whatsoever. Residents are strongly encouraged to purchase Renter's Insurance to protect themselves and their belongings. If any of Landlord's agents are requested to render any services such as handling furniture, cleaning, delivering packages, or any other service not contemplated in this lease, such person shall be deemed the agent of Tenant regardless of whether payment is arranged for such service and Tenant agrees to hold Landlord harmless from all liability in connection with such service. The Tenant agrees not to add, replace, or install any additional door locks or window latches. Landlord must maintain access to all units at all times. If the Landlord is required to change locks either at Tenant's request or by necessity, the Tenant will be charged **\$50.00** per lock. Any Tenant requests to change locks must be in writing. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant **\$50.00** for each key not returned.
23. ACCELERATION. All monthly rentals for the remainder of the lease term or renewal or extension period shall be accelerated automatically without notice or demand (either before or after acceleration) and shall be immediately due and delinquent if resident moves out, removes property in contemplation of moving out, or gives verbal or written notice (in person or by co-occupant) of intent to move out prior to the end of the lease term or renewal or extension period. Remaining rent(s) shall likewise be accelerated if resident is evicted. Such right of acceleration is in lieu of having rental for the entire lease term payable at the beginning of the lease.
24. NOTICES. All notices to Tenant shall be deemed served upon mailing by first class mail, addressed to Tenant, at the Leased Premises and/or upon personal delivery to the Leased Premises, whether or not Tenant is actually present at the time of said delivery. All notices to the Landlord shall be served by first class mail or by personal delivery to Landlord's current office location.
25. MILITARY CLAUSE. In the event that Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Leased Premises are located, or is relieved from active duty, retires, or separates from the military, or is ordered into military housing, Tenant may terminate this Lease upon providing Landlord with thirty (30) days written notice. Additionally, Tenant shall provide to Landlord a copy of the official orders or a letter signed by Tenant's Commanding Officer, reflecting the change, which warrants termination under this clause of the Lease. Tenant shall pay prorated rent for any days they occupy the Leased Premises past the first day of the month.
26. SIGNS. During the last one-hundred-eighty (180) days of this lease, a "For Sale" sign and/or a "For Lease" sign may be displayed on the Leased Premises and the Leased Premises may be shown at reasonable times to prospective purchases or Tenant.
27. WAIVER OF BREACH. Landlord's failure to require compliance with the terms of this Lease Agreement, or to exercise any right provided herein, shall not be deemed a waiver by Landlord of such condition or right. Landlord's acceptance of rent with knowledge of any default under this Lease Agreement shall not be deemed a waiver of such default, nor shall it limit Landlord's rights with respect to that or any subsequent default or breach of the same or a different provision of this lease.
28. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
29. TEXAS LAW TO APPLY. This agreement shall be construed under and in accordance with the laws of the State of Texas.
30. PRIOR AGREEMENTS SUPERSEDED. This agreement constitutes the sole and only agreement of the parties to this lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this lease.

- 31. ADDENDA. Attached hereto and made a party of the lease are the following addenda: House Rules Addendum, Utility Agreement Addendum, Lead Based Paint Disclosure Addendum (if applicable), Pet Addendum (if applicable), Cleaning and Repair Addendum, Replacement Addendum, and Cleaning Instructions.
- 32. INDEMNITY AGREEMENT. Tenant agrees to indemnify and hold Landlord and the property of Landlord, including the Leased Premises, free and harmless from any and all liability for injury to or death of any person, including Tenant and any guests, successors, heirs, assigns, agents, or employees of Tenant, or for damage to property arising from the use and occupancy of the Leased Premises by Tenant or from the act or omission of any person or persons, including Tenant and any guests, successors, heirs, assigns, agents, or employees of Tenant, in or about the Leased Premises with the express or implied consent of Tenant.

The undersigned individuals (Tenant) agree to be both jointly and severally liable for all terms of this Lease and Addendums.

SIGNATURE:

TENANT SIGNATURE(S):

TUPLE COUNTY PROPERTY MGMT, LLC

