

TEXAS MONTH-TO-MONTH LEASE AGREEMENT

This Month-to-Month Lease Agreement (hereinafter "Lease") is entered into this the _____ day of _____ 20_____, by and between the Lessor:

_____ (hereinafter referred to as "Landlord"), and the Lessee(s): _____, _____,

_____. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

- 1. GRANT OF LEASE.** Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located with the address of:
_____, Texas.
- 2. TERM OF LEASE.** This Lease shall commence on the _____ day of _____, 20____ and shall continue on a month to month (otherwise known as a "Tenancy at Will") with payment due as stated in Section 4 of this agreement. To terminate this Lease, the Landlord must provide written notice at least one (1) month days prior to the next payment; to terminate this Lease, the Tenant must provide written notice to the Landlord at least one (1) month prior to the next rent payment.
- 3. SECURITY DEPOSIT.** Upon execution of this Lease, Tenant shall deposit the sum of _____ (\$_____) to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all



damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

NOTICES ABOUT SECURITY DEPOSITS:

- (a) **§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.**
- (b) **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.**
- (c) **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.**
- (d) **"Surrender" is defined in Paragraph 16 of this lease.**

4. RENT PAYMENTS. Tenant agrees to pay unto the Landlord during the term of this Texas Lease total rent in the sum of _____ (\$_____). Rental payments are to be made in equal monthly installments of (), said installment for each month being due and payable on or before the 1st day of the month, unless otherwise specified. The Tenant has ____ days to pay rent in full after receiving notice.

Move-in Fee: A Move-in Fee of (\$_____) is due on the first day of the lease.

Tenant agrees to pay rent in lawful U.S. money. Rent will be paid through _____ beginning _____.

All notices from Tenant to Landlord under this shall be delivered to the address:



Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

5. **EVICTION** If the Tenant does not pay the rent within ____ days of the date when it is due, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Texas Lease, or for any other causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term. The Tenant must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any moneys owed to the Landlord, along with the cost of re-entering, re-renting, cleaning and repairing the Premises. Rent received from any new tenant during the remaining term of this lease will be applied by the Landlord to reduce rent only, which may be owed by the Tenant.

6. **DELIVERY OF NOTICES.** Any giving of notice under this Texas Lease or applicable state law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent. Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant if when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.



7. UTILITIES. Landlord will provide and pay for the following utilities (check those that apply):

Electric Telephone Gas - Heat Gas - Appliances Cable/Internet
Water & Sewer

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Texas Lease.

Tenant shall use reasonable care in conservation of utilities not chargeable to the Tenant. Tenant will not bring into use any articles in the premises that will overload the gas, electric, or water capacities thereof or install any major appliances which create excess usage of any utilities that are chargeable to the Landlord.

8. OBLIGATIONS AND DUTIES OF LANDLORD.

Landlord shall:

- (a) Comply with the requirements of MD building and housing code materially affecting health and safety;
- (b) Maintain the dwelling unit, its plumbing and heating system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the dwelling unit, its plumbing and heating system is damaged or impaired as a result of the deliberate or negligent actions of the Tenant or those present with Tenant's knowledge or permission.

9. OBLIGATIONS AND DUTIES OF TENANT.

Tenant shall:

- (a) Keep that part of the premises that he occupies and uses as clean and as safe as the condition of the premises permits;



(b) Dispose from his dwelling unit all ashes, rubbish, garbage and other waste in a clean and safe manner in compliance with community standards;

(c) Keep all plumbing fixtures in the dwelling unit used by the Tenant as clean as their condition permits;

This includes making sure a drain cover is properly placed over each shower drain to prevent clogging of the main line. In the event the shower becomes backed up and it is discovered no drain cover was in place, tenant assumes responsibility of costs to unclog and repair the drain as determined by a professional Plumber;

(d) Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances in the premises;

(e) Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or knowingly permit any other person to do so;

(f) Conduct himself and require other persons on the premises with his consent to conduct themselves in a manner that will not disturb his neighbors' peaceful enjoyment of their premises;

(g) Inform the Landlord of any condition of which he has actual knowledge which may cause damage to the premises;

(h) To the extent of his legal obligation, maintain the dwelling unit in substantially the same condition, reasonable wear and tear excepted, and comply with the requirements of applicable building and housing codes materially affecting health and safety;

(i) Not engage in any illegal activity upon the leased premises as documented by a law enforcement agency;



- (j) Not smoke or permit others to smoke in the premises;
- (k) Not utilize any portable heating/cooling mechanism upon the leased premises without the Landlords permission.
- (l) Not engage in any activity creating excessive noise disturbances upon the leased premises;
- (m) Check forced air furnace and air conditioning filters monthly and replace when necessary to prevent damage. Any repairs resulting from clogged filters will be the tenants responsibility.
- (n) Replace all light bulbs and fuses when necessary;
- (o) Test all smoke detectors monthly and report any malfunctions to Landlord immediately;
- (p) Promptly remove any snow and ice as necessary in front of the property and on walkways;
- (q) Properly maintain exterior of unit by removing leaves, sticks and other debris that accumulates on and around the unit including exterior gutters drains and downspouts.
- (r) Keep all trees, lawn, vines, plants and shrubbery well trimmed and in good condition.
- (s) Ensure the home is professionally cleaned at move-out or allow Landlord to schedule cleaning and deduct from Security Deposit. If the home is not returned in the same condition it was received minus normal wear and tear, fines will be assessed from the Security Deposit on file.

Mail Box Key: One (1) mailbox key for your unit will be provided to Tenants upon execution of this lease agreement. The mailbox key shall be returned to the



Landlord at the expiration of the Texas Lease. Failure to return the mailbox key will result in a \$_____ assessment against Tenants' security deposit.

Mailbox No.: _____

Parking Space: The parking space for the unit is number _____.

- 10. NO ASSIGNMENT OR SUBLET.** Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sublet by Tenant without the prior consent of Landlord. Tenant shall provide Landlord with _____ days notice of intent to Sublet, will be responsible for finding a suitable Subletter and be responsible for continuing payment of rent in the event the Subletter fails to make payment.
- 11. TENANT INSURANCE.** Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages. Tenants are not covered by Landlord's insurance for any loss or damage to personal property belonging to tenant due to fire, burglary, water damage, or other occurrence, nor for liability or medical payments.
- 12. CONDITION OF LEASED PREMISES.** It is agreed that tenant shall within _____ days of occupancy give landlord or agent prompt notice in writing of any defects, leaks or breakage in the structure, equipment or fixtures of said premises, including damage by fires, storm and flood, as tenant will be held liable for all damages attributable to such unreported conditions.

Tenant agrees not to damage the premises through any act or omission, and to be



responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for non-payment of rent described herein. At the expiration or termination of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall have the right to remove from the premises Tenant's fixtures placed thereon by Tenant at his expense, provided, however, that Tenant in effecting removal, shall restore the leased premises to as good, safe, sound, orderly and sightly condition as before the addition of Tenant's fixture. Failing this, Tenant shall be obligated to pay for repairs as stated above.

13. ALTERATIONS. Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express consent of Landlord. Any of the above-described work shall become part of the dwelling. If carried out by independent contractors, said contractors must be approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate.

14. NO ILLEGAL USE. Tenant shall not perpetrate, allow or suffer any acts or omissions contrary to law or ordinance to be carried on upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Texas Lease upon conviction of Tenant or any of Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises- whether known or unknown to Tenant.



- 15. NOTICE OF INJURIES.** In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than ___ days of said injury or damage. Failure to provide such notice shall constitute a breach of this Texas Lease.
- 16. LANDLORD'S RIGHT TO MORTGAGE.** Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.
- 17. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).** 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 _____. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

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.

- 18. ABANDONMENT.** Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of _____ or more consecutive days while rent or any owing monies remain unpaid- whereupon Tenant will be considered in breach of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable Texas law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable Texas law, and terminate this Lease without notice to Tenant.
- 19. NOTICE OF ABSENCE FROM PREMISES.** If Tenant is to be absent from the leased premises for _____ or more consecutive days, written notice of such should be served to Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily noted here: Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.
- 20. POSSESSION OF PREMISES.** Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.



- 21. MATERIALITY OF APPLICATION TO RENT.** All representations made by Tenant(s) on the Application to Rent are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.
- 22. MODIFICATION OF THIS LEASE.** Any modification of this Texas Lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
- 23. REMEDIES NOT EXCLUSIVE.** The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed law.
- 24. SEVERABILITY.** If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
- 25. NO WAIVER.** The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Texas Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Texas Lease.



- 26. ATTORNEY FEES.** In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.
- 27. HEIRS AND ASSIGNS.** It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
- 28. DESTRUCTION OF PREMISES.** In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Texas Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises is the same as being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the same were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.
- 29. EMINENT DOMAIN.** In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Texas Lease shall terminate on that date.
- 30. LANDLORD ENTRY AND LIEN.** Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or



showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency.

Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

31. GOVERNING LAW. This Agreement shall be governed by the laws in the state of Texas. The laws being located in §§ 91.001 to 92.355.

32. ADDITIONAL PROVISIONS.

LEAD BASED PAINT. For homes built before 1978, Federal Law requires Landlords give Tenant(s) a copy of an EPA-approved pamphlet on identifying and controlling lead-based paint dangers.

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.



SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT

LANDLORD:

Sign: _____ Print: _____ Date: _____

TENANT:

Sign: _____ Print: _____ Date: _____

TENANT:

Sign: _____ Print: _____ Date: _____

