

Dallas County Bail Bond Board Residential Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Landlord") and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in _____ County, Texas, such real property having a street address of _____ (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **TERM.** This Agreement shall commence on _____ ("Commencement Date"). [*check either A or B*]:

____ **A. Month-to-Month:** This Agreement shall continue as a month-to-month tenancy. If at any time Tenant desires to terminate the tenancy, Tenant may do so by providing to Landlord written notice of intention to terminate. Such notice to terminate must be provided to Landlord at least 30 days prior to the desired date of termination of the tenancy. If at any time Landlord desires to terminate the tenancy, Landlord may do so by providing to Tenant such written notice of intention to terminate at least 30 days prior to the desired date of termination of the tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date.

____ **B. Lease:** This Agreement shall continue as a lease for term. The termination date shall be on (date) _____ at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur: (i) Landlord and Tenant formally extend this Agreement in writing or create and execute a new, written, and signed agreement; (ii) local rent control law mandates extension of

the tenancy; or (iii) Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent. In the event that Landlord accepts from Tenant new rent, a month-to-month tenancy shall be created. Either party may terminate this month-to-month tenancy by following the procedures specified in paragraph 1A. Rent shall continue at the rate specified in this Agreement, or as allowed by law. All other terms and conditions as outlined in this Agreement shall remain in full force and effect.

2. **RENT.** Under the terms of this Agreement, "Rent" shall consist of all monetary obligations owed to Landlord by Tenant in accordance with this Agreement. However, the Security Deposit shall not be considered Rent. Tenant shall pay to Landlord

_____ DOLLARS
(\$_____) per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. If not remitted on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. In the event that the Commencement Date is not the 1st of the calendar month, Rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.

Acceptable forms of payment of Rent to Landlord shall be [*check all that apply*]: _____ personal check, _____ money order, _____ cashier's check, or _____ other: _____. Payment shall be made to Landlord under the following name and address: _____.

In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Landlord may require in writing that Tenant pay Rent in cash for three months, and that all future Rent payments shall be remitted by Tenant to Landlord by money order or cashier's check.

3. **SECURITY DEPOSIT.** The following terms set forth the understanding between Landlord and Tenant regarding the security deposit funds, interest accrued on those funds, the refunding of the security deposit, notices under Texas law concerning security deposits, and permitted deductions under this Agreement.

(a) *Security Deposit and Replenishment.* Upon the execution of this Agreement by Landlord and Tenant, Tenant shall deposit with Landlord the sum of _____ DOLLARS (\$_____), receipt of which is hereby acknowledged by Landlord, as a Security Deposit for any damage caused to the Premises during the term hereof. "Security Deposit" has the meaning assigned to that term in §92.102 of the Texas Property Code. In the event that Landlord shall at any time apply any of such Security Deposit to cover unpaid rent, the late fee, costs to repair damage caused to the Premises, or any other fees or charges owed by Tenant under this Agreement, then, upon the request of Landlord to Tenant specifying the amount so applied, Tenant shall immediately deposit with Landlord, as an additional security deposit, the amount so applied, so that the security deposit held by Landlord shall at all

times during the term hereof be equal to the aforementioned amount specified in this section.

- (b) *Interest.* Landlord shall pay no interest to Tenant for 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.
- (c) *Refund.* Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord is obligated to refund or account for the security deposit.

(d) *Notices about Security Deposits.*

- i. §92.108, Texas 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.
- ii. If deductions exceed the security deposit, Tenant will pay to Landlord the excess within ten (10) days after Landlord makes written demand.
- iii. Bad faith violations of §92.108 may subject a tenant to liability up to three (3) times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- iv. 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 thirty (30) days in which to account.
- v. "Surrender" is defined in Paragraph 16 of this lease.
- vi. One may view the Texas Property Code at the Texas Legislature's website which, as of the date of the last revision of this lease, is <http://tlo2.tlc.state.tx.us/statutes/pr.toc.htm>.

- (e) Landlord may deduct reasonable charges from the Security Deposit for the items listed below.

- vii. damages to the Property, excluding normal wear and tear; If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.
- viii. attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- ix. costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
- x. costs of reletting (as set forth in Paragraph 22), if Tenant is in default;

- xi. Landlord's cost to access the Property if made inaccessible by Tenant;
- xii. mailing costs associated with sending notices to Tenant for any violations of this lease;
- xiii. 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 as of the commencement date of this Agreement);
- xiv. packing, removing, and storing abandoned property;
- xv. removing abandoned or illegally parked vehicles;
- xvi. replacing unreturned keys, garage door openers, security devices, or other components;
- xvii. the removal of unauthorized locks or fixtures installed by Tenant;
- xviii. unpaid charges or fees for which Tenant is responsible under this lease;
- xix. unpaid late charges (as set forth in Paragraph 21);
- xx. unpaid or accelerated rent (as set forth in Paragraph 20);
- xxi. unpaid pet charges (as set forth in Paragraph 17);
- xxii. unpaid utilities (as set forth in Paragraph 10);
- xxiii. other items Tenant is responsible to pay under this lease.

4. **USE OF PREMISES.** The Premises shall be used and occupied by Tenant and Tenant's immediate family, consisting of _____, exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. **CONDITION OF PREMISES.** Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
6. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.

7. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
8. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
9. **RESPONSIBILITIES OF LANDLORD.** Landlord shall act with customary diligence to: maintain fixtures, hot water, heating, and A/C equipment; substantially comply with all applicable laws regarding safety, sanitation, and fair housing; keep common areas reasonably clean (if any, and if Landlord is the proprietor of any such common areas); and make all reasonable repairs, subject to Tenant's obligation to pay for damages for which Tenant is liable. If Landlord fails to act as required under this Paragraph, Tenant may potentially terminate this Agreement and exercise the remedies described in Texas Property Code Section 92.056 by following this procedure: (a) provided that the rent is not currently delinquent, Tenant shall make a written request for repair or remedy of the condition, and upon receipt of the request, Landlord shall have a reasonable time for repair or remedy; (b) if Landlord fails to repair or remedy, Tenant must make a second written request for the repair or remedy (to make sure Landlord and Tenant have not miscommunicated), after which Landlord shall have a reasonable time for the repair or remedy; and (c) if Landlord still does not repair or remedy within that reasonable time period, then by giving Landlord a final written notice, Tenant may immediately terminate this Agreement. Tenant may also exercise other statutory remedies, including those under Texas Property Code Section 92.0561.

Instead of providing the two written requests described in the preceding paragraph, Tenant may provide Landlord with one request, provided that Tenant transmits such notice to Landlord by certified mail, return receipt requested, or by registered mail, to the address specified in Paragraph 32. After Landlord receives such request, Landlord shall have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of labor, materials, and utilities. Tenant's rent is required to be current at the time of the request. Landlord shall refund security deposits and prorated rent as required under law.

10. **UTILITIES.** Tenant shall be responsible for arranging for and paying for all utility services required on the Premises.

11. **MAINTENANCE AND REPAIR; RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- (c) Not obstruct or cover the windows or doors;
- (d) Not leave windows or doors in an open position during any inclement weather;
- (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- (g) Keep all air conditioning filters clean and free from dirt;
- (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- (i) And Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;

- (l) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
- (m) Not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

13. **INSPECTION OF PREMISES.** Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

14. **SUBORDINATION OF LEASE.** This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

TENANT IS HEREBY GIVEN NOTICE THAT THE PREMISES HAS BEEN POSTED AS SECURITY TO THE DALLAS COUNTY BAIL BOND BOARD FOR A BAIL BOND LICENSE AND THAT TENANT AND LANDLORD SHALL BE

SUBJECT TO THE RULES AND REGULATIONS PROMULGATED BY THE DALLAS COUNTY BAIL BOND BOARD PURSUANT TO ITS POWERS UNDER ANY DEED OF TRUST GIVEN BY LANDLORD. SHOULD THE PREMISES (PROPERTY) BE FORECLOSED BY THE DALLAS COUNTY BAIL BOND BOARD, THE TENANT SHALL HAVE THIRTY (30) DAYS FROM SUCH FORECLOSURE TO VACATE THE DEMISED PREMISES UNLESS OTHER WRITTEN ARRANGEMENTS HAVE BEEN MADE WITH OR BY THE DALLAS COUNTY BAIL BOND BOARD.

15. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at _____ DOLLARS (\$ _____) per month and except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

16. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements accepted.

17. **ANIMALS.** Tenant shall be entitled to keep no more than _____ (____) domestic dogs, cats or birds; however, at such time as Tenant shall actually keep any such animal on the Premises, Tenant shall pay to Landlord a pet deposit of _____ DOLLARS (\$ _____), _____ DOLLARS (\$ _____) of which shall be non-refundable and shall be used upon the termination or expiration of this Agreement for the purposes of cleaning the carpets of the building.

18. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

19. **INDEMNIFICATION.** LANDLORD SHALL NOT BE LIABLE FOR ANY DAMAGE OR INJURY OF OR TO THE TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON ENTERING THE PREMISES OR ANY BUILDING THAT IS A PART OR LIES UPON THE PREMISES, OR TO GOODS OR EQUIPMENT, OR IN THE STRUCTURE OR EQUIPMENT OF THE STRUCTURE OF WHICH THE PREMISES ARE A PART, AND TENANT HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LANDLORD HARMLESS FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE. THIS INDEMNIFICATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR INJURY WHICH MAY BE INCURRED BY

TENANT, TENANT'S FAMILY, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR TO ANY OTHER PERSON FOR DAMAGE OR INJURIES THAT ARISE FROM ANY CONTACT, ATTACK OR INTERACTION FROM OR WITH ANY ANIMALS, DOMESTIC OR WILD, WHETHER SUCH DAMAGE OR INJURY OCCURS ON THE PREMISES OR OFF, AND TENANT HOLDS HARMLESS THE LANDLORD FROM ANY AND ALL CLAIMS OR ASSERTIONS OF EVERY KIND AND NATURE FOR ANY DAMAGE OR INJURY TENANT ATTRIBUTES TO ANY ABSENCE OR FAILURE OF FENCING THAT MAY BE ON OR SURROUNDING THE PREMISES.

20. **DEFAULT.** If Landlord determines that the Tenant is in default of this Agreement, Landlord may terminate Tenant's right to use and to occupy the Premises by providing Tenant with at least one (1) day written notice to vacate. Landlord must provide such notice in any manner authorized by §24.005 of the Texas Property Code. In addition, all unpaid rents payable during the remainder of this Agreement or any renewal period shall be accelerated without notice or demand. Tenant shall remain fully liable to the Landlord for (a) any lost rent and any other financial obligation imposed by this Agreement; (b) Landlord's cost of reletting the Premises including but not limited to leasing fees, utility charges, and any other fees necessary to relet the Premises; (c) repairs to the Premises for Tenant's use that are beyond normal wear and tear; (d) all of Landlord's costs associated with evicting Tenant, including but not limited to court costs, costs of service, prejudgment interest, and reasonable attorney's fees; (e) all of Landlord's costs associated with collecting amounts due under this Agreement, including but not limited to debt collection fees, late charges, and returned check charges; (f) and any other recovery to which Landlord is entitled by law or in equity. Landlord is obligated to make all reasonable efforts to mitigate any damage or loss resulting from Tenant's breach by attempting to relet the Premises to acceptable tenants and thereby reducing Tenant's liability. As provided under Subchapter C, Chapter 54 of the Texas Property Code, Landlord shall have a lien for any and all unpaid rent against all of Tenant's nonexempt personal property located in the Premises, and Landlord is authorized to seize such nonexempt property if Tenant fails to pay rent. In addition to any other amounts to which Landlord is entitled, Landlord is authorized to collect a charge for packing, removing, or storing property seized. Landlord is authorized to sell or dispose of any seized property, provided that any such sale or disposition complies with the procedure outlined in §54.045 of the Texas Property Code. Finally, Landlord reserves the right to change the locks on the door to the Premises because of Tenant's failure to timely pay the rent in full. Tenant has the right to receive a key to the new lock at any hour, regardless of whether Tenant pays the delinquent rent. If Landlord changes the locks or otherwise prevents Tenant from entering Tenant's individual rental unit, Landlord may not change the locks or otherwise prevent a tenant from entering a common area of residential rental property. Landlord may not change the locks on the door of the Premises under this paragraph: (1) while the Tenant or any other legal occupant is inside the Premises, or (2) more than once during a rental payment period.

21. **LATE CHARGE.** In the event that any payment required to be paid by Tenant hereunder is not made within three (3) days of when due, Tenant shall pay to Landlord, in

addition to such payment or other charges due hereunder, an initial "late fee" in the amount of

_____ DOLLARS (\$) _____) plus a late charge of \$5.00 per day after that date until paid in full. Daily late charges shall not exceed fifteen (15) days for any single month's Rent.

22. **ABANDONMENT.** If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
23. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
24. **RECORDING OF AGREEMENT.** Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
25. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.
26. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
27. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

28. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
29. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
30. **NON-WAIVER.** No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
31. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
32. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

[Landlord's

_____] Name]

[Landlord's Address]

If to Tenant to:

[Tenant's

_____] Name]

[Tenant's Address]

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

33. **EMERGENCY PHONE NUMBER.** In the event of an emergency related to a condition of the Premises that materially affects the physical health or safety of the Tenant, the Tenant may report the emergency by calling the following phone number:

(Note: If Landlord has an on-site management or superintendent's office, the phone number must be answered 24 hours a day for the purpose of reporting emergencies

described in this Paragraph, and Landlord must post the phone number prominently outside the management or superintendent's office.)

34. ADDITIONAL PROVISIONS; DISCLOSURES.

[Landlord should note above any disclosures about the premises that may be required under Federal or Texas law, such as known lead-based paint hazards in the Premises. The Landlord should also disclose any flood hazards.]

As to Landlord this _____ day of _____, 20____.

LANDLORD:

Sign: _____ Print: _____
_____ Date: _____

As to Tenant, this _____ day of _____, 20____.

TENANT ("Tenant"):

Sign: _____ Print: _____
_____ Date: _____

TENANT:

Sign: _____ Print: _____
_____ Date: _____

TENANT:

Sign: _____ Print: _____
_____ Date: _____

TENANT:

Sign: _____ Print: _____
_____ Date: _____