

RESIDENTIAL LEASE AGREEMENT - TEXAS

Parties:

This Agreement is entered into between Michael Johnson , (hereinafter referred to as "Tenant") and William Parks ("Tennant")and David Terry ("Tenant") and Matt Schram (hereinafter referred to as "Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Premises:

WITNESSETH: That in consideration of the representations made in the application filed by the Tenant with the Landlord, and the rent reserved herein and the covenants herein contained, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in Travis County, Texas and located at: 305 W Live Oak Street Unit A Austin TX 78704 ("the premises"), together with the following furnishings and appliances: Refrigerator, Oven ,Cook Top, Built in Microwave, Water Heater, Central AC and Furnace, Dish Washer , Washer and Dryer subject to the terms and conditions in this Agreement.

Term:

The term of this Lease is for 9months , commencing on the 12th day of May, 2014 and expiring on the 31st day of January, 2015, unless renewed or extended pursuant to the terms herein.

Payment of Rent:

The total rent for the term of this agreement is twenty three thoudsan seven hundred seventy four Dollars (\$ 23,774), payable at a rate of two thousand seven hundred fifty Dollars (\$2750) per month in advance, the first installment to be made on the first day of June , 2014 and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. In the event Tenant pays rent in cash, Landlord shall:

1. Provide the tenant with a written receipt; and
2. Enter the payment date and amount in a record book maintained by the landlord.

Rent shall not be considered paid until actual receipt thereof. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid.

Rent shall be made payable to Matthew Schram and mailed or delivered to the following address:
1903 Eva Street Austin TX 78704.

Prorated first month's rent:

The prorated rent from the commencement of this Lease to the first day of the following month is \$1774, which amount shall be paid at the execution of this Lease.

Rent Increases:

In the event of a rent increase, Tenant shall be notified pursuant to applicable state laws and/or statutes.

Returned Check and Stop Payment:

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason, a service charge of \$60.00 will be assessed.

Late Charges:

If Tenant fails to pay the rent in full before the end of the 5TH day after it's due, Tenant will be assessed a late charge of \$25.00 per day. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

Tenant Examination and Acceptance of Premises:

The Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. Tenant takes premises in its AS-IS condition. 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 nonpayment identical to those for nonpayment of rent described herein.

Occupancy and Use:

The premises are to be used only as a private residence for Tenant(s). The premises shall be occupied by no more than two (2) persons per bedroom. The two (2) person limitation shall not apply to a child or children born to Tenants during the term of this Lease or any extension thereof. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord.

Disturbances and Violation of Laws:

Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

Security Deposit and Return Thereof:

Upon execution of this lease, Tenant will deposit with Landlord the sum of one thousand Dollars (\$ 1000.00), which is to be held as collateral security and applied on any rent or any other charge that may remain due and owing at the expiration of this agreement, any extension thereof or holding over period or applied on any damages to the premises caused by the Tenant, his family, invitees, employees, trades people or pets, or other expenses suffered by Landlord as a result of a breach of any covenant of the Lease. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant. As allowed by Texas law, if Tenant withholds payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent, Tenant shall be presumed to have acted in bad faith and shall be liable to Landlord for an amount equal to three times the rent wrongfully withheld and Landlord's reasonable attorney's fees in a suit to recover the rent. In the event that any part of the said security deposit shall have been utilized by Landlord in accordance with the terms hereof or applicable law, the Tenant shall, upon the delivery notice of same, immediately deposit with the Landlord the amount so applied by Landlord so that the Landlord shall have the full deposit on hand at all times during the term of this lease and any renewal thereof or holding over. In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee. On the date the transferee delivers to Tenant a signed statement acknowledging that the transferee has received and is responsible for Tenant's security deposit and specifying the exact dollar amount of the deposit, Landlord shall be considered released from all liability for the return of the security deposit and Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord.

Refund of Tenant's security deposit is conditioned on Tenant providing Landlord thirty (30) days written notice, as required in the section entitled Termination of Lease - Hold Over, prior to surrendering the premises.

Within thirty (30) days after the tenant has vacated the premises, the landlord shall furnish the tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the tenant. However, Landlord shall not be required to give Tenant a description and itemized statement of deductions if:

1. Tenant owes rent when he surrenders possession of the premises; and

2. There is no controversy concerning the amount of rent owed.

Landlord is not obligated to return a tenant's security deposit or give Tenant a written description of damages and charges until Tenant gives Landlord a written statement of Tenant's forwarding address for the purpose of refunding the security deposit.

In the event Tenant fails to occupy the premises according to this Lease, Landlord shall not retain the security deposit if Tenant secures a replacement tenant satisfactory to Landlord and the replacement tenant occupies the premises on or before the commencement date of this Lease or Landlord secures a replacement tenant satisfactory to Landlord and the replacement tenant occupies the dwelling on or before the commencement date of this Lease. However, if Landlord secures the replacement tenant, Landlord may retain and deduct from the security deposit \$1000 as a "Lease Cancellation Fee".

Application for Lease:

Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:

No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:

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. If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.

Insurance:

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages 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.

Utilities:

Tenant will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☒ Gas ☒ Water ☒ Electric ☒ Refuse Collection ☒ Telephone ☒ Cable TV

Landlord will be responsible and pay for the following utilities, including all required deposits (check those that apply):

☐ Gas ☐ Water ☐ Electric ☐ Refuse Collection ☐ Telephone ☐ Cable TV

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 Lease.

Alterations and Repairs by Tenant:

Unless authorized by law, Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other

devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of the Landlord or his Agent. Any of the above-described work shall become part of the dwelling.

Assignment of Agreement and Subletting:

Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord. It is hereby understood and agreed that the consent by Landlord to an assignment or sublease by Tenant shall not constitute a consent to future assignments or subleases and in all events Tenant shall remain fully liable for all obligations of Tenant hereunder.

Landlord's Responsibilities and Duties:

Landlord shall maintain:

- a. Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- b. Plumbing or gas facilities which conformed to applicable law in effect at the time of installation, maintained in good working order.
- c. A water supply approved under applicable law, which is under the control of the tenant, capable of producing hot and cold running water, or a system which is under the control of the landlord, which produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.
- d. Heating facilities which conformed with applicable law at the time of installation, maintained in good working order.
- e. Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order.
- f. Building, grounds and appurtenances at the time of the commencement of the lease or Lease agreement in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin, and all areas under control of the landlord kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.
- g. An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or Lease agreement, with the landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control.
- h. Floors, stairways, and railings maintained in good repair.
- i. Compliance with the requirements of applicable building and housing codes materially affecting health and safety, including but not limited to installing dead-bolt locks on all swinging entrance doors, and installing window locking devices.

Landlord shall repair, at Landlord's expense, wastewater stoppages or backups caused by deterioration, breakage, roots, ground conditions, faulty construction, or malfunctioning equipment.

But landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

Tenant's Responsibilities and Duties:

Tenant covenants:

- a. To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.

- b. To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.
- c. To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- d. Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.
- e. To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

Landlord and Tenant agree that, except for those conditions caused by the negligence of Landlord, Tenant has the duty to pay for repair of the following conditions that may occur during the lease term or a renewal or extension:

- 1. Damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the tenant's dwelling;
- 2. Damage to doors, windows, or screens; and
- 3. Damage from windows or doors left open.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

Pets:

No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional deposit to be paid prior to the pet being kept on the leased premises.

Quiet Enjoyment:

Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of the Tenant to be kept and performed, shall at all times during the existence of this lease, renewals or extensions peaceably and quietly, have, hold, and enjoy the leased premises, without suit, trouble or hindrance from Landlord, or any person claiming under Landlord.

Surrender of Premises:

Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Upon vacating the premises Tenant shall deliver all keys thereto to the Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Landlord's Right to Access and Inspection:

In addition to the rights provided by law, in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants or to conduct an annual inspection or to address a safety or maintenance problem or 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 or Landlord's duly authorized agents may enter the premises. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, Landlord shall give Tenant reasonable notice before entering. 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.

Termination of Lease - Hold Over:

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days written notice prior to the due date. Since *time is of the essence* in all matters of this Lease, and especially with respect to the issue of renewal, if Tenant shall hold over after the expiration of the term of this Lease,

Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable Texas law, at the monthly rate in effect during the last month of the expiring term plus \$150.00, the resultant rent being Landlord's present rental fee for month to month tenancies. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, thirty (30) days written notice of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed by law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

Extended Absences by Tenant and Notice Thereof:

Tenant will notify Landlord in advance if Tenant will be away from the premises for seven (7) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs. If such absences are customary and frequent, the expected frequency and duration of absence should be summarized here:

Abandonment:

Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any monies owing remain unpaid. In such event, Tenant will be considered in default of this Lease. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease and/or applicable Texas law, except in the case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises and terminate this Lease without notice to Tenant. Landlord has a duty to mitigate damages if Tenant abandons the leased premises in violation of this lease.

Property Damage - Destruction of Property:

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises. Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

Hold Harmless:

To the fullest extent permitted law, Tenant hereby agrees that Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

Security Devices:

While Tenant is in possession of premises Landlord, at Landlord's expense, will provide:

1. A window latch on each exterior window of the dwelling;
2. A doorknob lock or keyed dead bolt on each exterior door. If a keyed dead bolt, installed at a height not lower than 36 inches and not higher than 48 inches from the floor;
3. A sliding door pin lock, installed at a height not higher than 48 inches from the floor, on each exterior sliding glass door of the dwelling;
4. A sliding door handle latch or a sliding door security bar, installed at a height not higher than 48 inches from the floor, on each exterior sliding glass door of the dwelling; and
5. A keyless bolting device, installed at a height not lower than 36 inches and not higher than 48 inches from the floor, and a door viewer on each exterior door of the dwelling;
6. Smoke detectors as required by state and local ordinances.

At Tenant's request made at any time, Landlord, at Tenant's expense, not later than the seventh day after the date Tenant's advance payment is received by Landlord, shall install:

1. A keyed dead bolt on an exterior door if the door has:
 - a. A doorknob lock but not a keyed dead bolt; or
 - b. A keyless bolting device but not a keyed dead bolt or doorknob lock; and
2. A sliding door pin lock or sliding door security bar if the door is an exterior sliding glass door without a sliding door pin lock or sliding door security bar.

The amount of the advance payment required of Tenant shall not exceed the total cost charged by a third-party contractor for material, labor, taxes, and extra keys when the work will be performed by a third-party contractor, or if Landlord's employees perform the work, a reasonable amount for overhead.

During the term of this Lease and any renewal period, Landlord shall repair or replace a security device on request or notification, in writing, by Tenant that the security device is inoperable or in need of repair or replacement.

Disclaimer Of Security Warranties:

Landlord, Landlord's agents or employees make no warranties, guaranties or representations regarding the security of the Premises, common areas, or the apartment community, and any such warranties and representations, whether expressed or implied, are hereby disclaimed. Tenant hereby agrees and acknowledges that Tenant and occupant(s) shall have the exclusive responsibility of protecting the Premises, Tenant(s), occupant(s) and Tenant's guests from crime, fire, and other danger. Landlord shall not provide and shall have no duty to provide any security devices to Tenant or the apartment community with the exception of those required by applicable law. Tenant shall look solely to the Public Police Force and other forms of Public Safety for protection. Tenant agrees and acknowledges that protection against criminal action is not within the power of Landlord, Landlord's agents or employees, and though Landlord, from time to time, may provide crime deterrent services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, or in any manner modify, the above agreement. Upon Tenant's reasonable request, Landlord shall consider permitting Tenant to install fire safety and/or crime deterrent devices, provided such devices do not damage the Premises, create danger, and Tenant provides Landlord with duplicate keys and alarm codes enabling Landlord to access Premises.

Default / Breach By Tenant:

In the event of any default hereunder on the part of the Tenant, his family, servant, guests, invitees, or should the Tenant occupy the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Landlord shall have the right to terminate this lease by giving the Tenant personally or by leaving at the leased premises, except as otherwise specified herein, a thirty (30) day written notice of termination and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice if the default is not remedied within a reasonable time not in excess of thirty (30) days and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If this Lease is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, in the event the default is nonpayment of rent, Landlord shall not be required to deliver thirty (30) days notice as provided above but may serve Tenant with a three (3) day written notice of termination whereupon the Tenant must pay the unpaid rent in full or surrender the premises by the expiration of the three (3) day notice period. Furthermore, for any substantial violation of this Lease or applicable law materially affecting health and safety, Landlord may serve Tenant with a three (3) day written notice of termination whereupon the Tenant must cure the default by the expiration of the three (3) day notice period or surrender the premises. Upon Landlord's termination of this Lease, Tenant expressly agrees and understands that the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

If, at the time of signing this Lease or renewal thereof, Tenant gives written notice to the Landlord that Tenant does not or will not occupy the leased premises as a primary residence and requests in writing that Landlord send notices to Tenant at

Tenant's primary residence and provides to Landlord the address of Tenant's primary residence, Landlord shall not leave at the leased premises, but mail to Tenant's primary residence:

1. All notices of lease violations;
2. All notices of lease termination;
3. All notices of rental increases at the end of the lease term; and
4. All notices to vacate.

This shall not apply if notice is actually hand delivered to and received by a person occupying the leased premises.

A notice to Tenant's primary residence may be sent by regular United States mail and shall be considered as having been given on the date of postmark of the notice.

Remedies - Cumulative:

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by law.

Notice of Injuries on Premises

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 five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

Waiver:

Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:

The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Court Costs and Attorneys Fees:

In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease, including the collection of rent or other charges due 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.

Agents and Authority to Receive Legal Papers:

Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and 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 to Tenant at the premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all. The Landlord, any person managing the premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

☒ The Landlord, at the following address:
1903 Eva Street Austin TX 78704

☐ The Manager, at the following address:

☐ The owner of record, Maharani Trust , at the following address:
955 Fairview Ave SE Salem OR 97302

Time:

Time is of the essence in all matters of this agreement.

Subordination

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 documents related to the Landlord's right to subject the premises to a mortgage or other lien.

Eminent Domain:

If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

Paragraph Headings:

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding on Heirs and Assigns

This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement:

This document and any Attachments constitutes the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Governing Law:

This Lease shall be governed by the laws of the state of Texas.

Severability:

The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Additional Provisions:

Tenants agree to allow owner at owner discretion to make improvements to the property during hours of 8:00am to 7:00 pm

Tenants and landlord agree that tenants will pay prorated first months rent and last months rent at the time of the lease signing.

Tenant's Signature

Tenant's Signature

Tenant's Signature

Tenant's Signature

Tenant's Signature

Tenant acknowledges receipt of an executed copy of this Lease.

Landlord/Agent's signature: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Witness to Landlord's Signature: _____

Print name: _____ Date: _____

Tenant's signature: _____

Print name: _____ Date: _____

Witness to Tenant's Signature: _____

Print name: _____ Date: _____