



TEXAS LEASE AGREEMENT
211 Cedar St. Mansfield, TX 76063

401 Ragland Road
Mansfield, TX 76063
(518) 669-9453

This AGREEMENT (hereafter referred as the "Lease") is made and entered into this day 30th of October, 2023, by and between:

The Landlord, **MIZAR GROUP LLC and/or Gabriela Aldrete**

The Tenant(s), Ashley Hittinger [ashleyhittinger98@gmail.com, 682-551-5982]

The parties hereto acknowledge that the Lease to the property located at 211 Cedar Street Mansfield TX 76063 shall commence on, and shall continue as follows:

TERM. From November 1st, 2023, until April 30th, 2023

RENT. Due date for the rent is 1st day of each calendar month. Weekends and holidays do not delay or excuse Tenants to timely pay rent.

☐ Monthly rent is \$ 750.00 without pets.

☒ Monthly rent is \$ 800.00 includes one small pet (cat as requested by tenant) Initial by Tenant _____

- ☐ If a pet authorization is approved, additional \$50 will be paid per month per animal. See Animal section.
- ☐ If the rent is not paid by the 10th of the month a late fee of 5% of unpaid balance will be assessed.
- ☐ There is a \$35 bounced check fee for any checks returned due to insufficient funds or any other reason plus related costs.

SEND PAYMENT VIA ZELLE TO 518-669-9463

SECURITY DEPOSIT. Tenant agrees to give Security to Landlord in the amount of \$ 750.00 . If Tenant(s) fully complies with all of the terms of the Lease, Landlord will return the Security after the term ends. If the Tenant(s) does not fully comply with the terms of the Lease, Landlord may use the Security to pay amounts owed by Tenant(s), including damages. The remaining of the Security, if any, will be returned to the Tenant(s) at the completion of repairs.

USE OF PREMISES. The Premises shall be used and occupied by Tenant Ashley Hittinger and two more tenants. Each individual is responsible for its individual rental agreement.

The parties agree that the premises are Leased for occupancy as a private dwelling to Tenant(s) and Tenant(s) agrees that the premises will not be used for any other purpose or occupied by any person other than children of the Tenant(s), transient relatives and friends who are guest of the Tenant(s). Tenant(s) agrees that he/she will obtain the Landlord's expressed written consent before using the premises for any other purpose or before allowing any other person to occupy the premises on a regular or semi-regular basis.

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.

ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings (including painting) 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,

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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 Lease.

Tenant(s) agrees to not destroy or remove any trees now growing on said property.

Tenant(s) agrees not to remove, change, or add locks to the premises without the consent of the Landlord/Agent. The Landlord/Agent shall at all times have keys for access to the premises. Should the Landlord/Agent need access and locks have been changed by the Tenant(s), a locksmith will be called and that charge will be at the expense of the Tenant(s).

UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises. Tenant agrees to be responsible for all electricity, telephone, cable television/internet (if any) and any other utilities including water, sewage, and trash removal. Said amount will not be considered part of the rent bill but will be due and payable by the Tenant alone in addition to the rent.

MAINTENANCE AND REPAIRS. Tenant will, at its sole expense, keep and maintain the Premises in good and sanitary condition and repair during the term of this Lease and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- 1) be responsible for upkeep of the lawn and for all snow removal on paths and driveway.
- 2) recycle as per County or State mandates and a fine is levied, the Tenant(s) will be held liable for such a fine.
- 3) pay for any minor repair costing less than \$250.

If the Tenant(s) locks him/herself out of the house and needs the assistance of the Landlord or her agent to get in, there is a \$50 charge plus any other expenses acquired. If a new key is needed, there is an additional \$15 charge.

DAMAGE TO PREMISES. In the event any willful destruction is done to the Leased premises during the term of this Lease, either by the Tenant(s) or his/her guest, family, pet or relative, such act(s) shall constitute a breach of the Lease and shall entitle the Landlord to terminate the Lease. In addition, Tenant(s) shall be personally responsible to Landlord for expenses incurred by Landlord as a result of damage.

Each Tenant under the Lease is jointly and severally (individually) liable to Landlord for the total rent due and for any damages inflicted upon the Leased premises. This term means that if one Tenant fails to pay rent or pay for damage done to the premises, any one of the other Tenants or any number of other Tenants may be held liable by the Landlord.

ANIMALS. THERE WILL BE NO ANIMALS, unless authorized by Tenant and as per the conditions noted below:

ONE SMALL PET PER TENANT IS ALLOWED as long as:

- Tenant will pay to Landlord a fee of \$ 50.00 per animal per month. In addition, Tenant will be responsible and liable for any damage or required cleaning to the Property cause by any unauthorized animal.

SMOKING. Tenant agrees not to smoke in the house or in/on any porch or decks. This is a smoke free house

WATERBEDS OR KAROSENE HEATERS. THERE WILL BE NO WATERBEDS OR KAROSENE HEATERS unless authorized by a separate written Addendum to his Lease.

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CHARCOL AND/OR GAS GRILLS. Tenant(s) may have a charcoal/gas grill. The grill is to be used only outside of the house and not inside of any enclosed porch or sunroom.

AUTO REPAIRS. Tenant(s) agrees not to perform any auto repairs in the driveway/parking lot. Only vehicles properly registered with a State Department of Motor Vehicles shall be parked in the parking lot. Any vehicle found on the property that is not registered with a Department of Motor Vehicles will be towed away at the owner's expense. Landlord/Agent is not responsible for any damage caused to the Tenant(s) vehicles while they are parked in the driveway.

CRIMINAL ACTIVITY. Tenant(s), any member of the Tenant(s)' household, or a guest or other person under the Tenant(s)' control shall not engage in criminal activity, including drug-related criminal activity, on or near property premises. "Drug-related criminal activity" means the illegal use or possession with intent to manufacture, sell, distribute or use of a controlled substance as defined in section 102 of the Controlled Substance Act (21 U.S.C. 802).

Tenant(s) or members of the household will not permit the dwelling unit to be for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

Tenant(s) or member of the household will not engage in the manufacture, sale, or distribution of illegal drugs at any location, whether on or near property premises or otherwise.

The Tenant(s) agree not to use nor permit any guest to use any illegal drug including but not limited to marijuana, heroin, hashish, cocaine and the like; if the Tenant(s) is under the legal age for the purchase of alcohol, the Tenant(s) shall not consume nor allow others to consume alcoholic beverages on the premises.

Tenant(s), any member of the Tenant(s)' household, a guest or other person under the Tenant(s)' control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the property premises.

DEFAULT. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Lease shall be deemed a serious violation and a material noncompliance with the Lease. It is understood and agreed that a single violation shall be good cause for termination of the Lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. In the event that Tenant(s) shall violate any of the terms of the Lease then the Lease agreement shall be terminated within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention to terminate the Lease. The Landlord shall then have the right to re-enter and take possession of said Leased property. The Landlord shall have the remedy of summary eviction in the event Tenant(s) breaches any of the terms of the Lease. The Tenant will be required to vacate the premises and forfeit his/her security deposit and pay the remaining months Lease obligations.

EARLY TERMINATION. Tenant(s) agrees that if he/she breaks the Lease prior to its expiration date, he/she forfeits all of his/her security deposit.

Tenant(s) is to notify Landlord *ONE MONTH* prior to the expiration of the Lease of their intentions to either renew the Lease or vacate the premises.

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