

11/2/2015



## Information About Brokerage Services

*Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.*

### TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

### A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

### A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

**AS AGENT FOR OWNER (SELLER/LANDLORD):** The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

**AS AGENT FOR BUYER/TENANT:** The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

**AS AGENT FOR BOTH - INTERMEDIARY:** To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

**AS SUBAGENT:** A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

### TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

**LICENSE HOLDER CONTACT INFORMATION:** This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<b>RentWerx</b>	<b>9002319</b>	<b>Web@RentWerx.com</b>	<b>(210)497-8686</b>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<b>Melanie Thomas</b>	<b>638704</b>	<b>Melanie@RentWerx.com</b>	<b>(210)497-8686</b>
Designated Broker of Firm	License No.	Email	Phone
<b>Melanie Thomas</b>	<b>638704</b>	<b>Melanie@RentWerx.com</b>	<b>(210)497-8686</b>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Melanie Thomas	638704	Melanie@RentWerx.com	(210)497-8686
Sales Agent/Associate's Name <i>MT</i>	License No. <i>MT</i>	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Information available at [www.trec.texas.gov](http://www.trec.texas.gov)

IABS 1-0 Date

RentWerx, 21222 Gathering Oak, Ste. 103 San Antonio, TX 78260

Phone: 210.497.8686

Fax: 210.247.9571

RentWerx IABS

Brad Larsen

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Lease Concerning: 27462 Paraiso Sands Boerne, TX 78015

## RESIDENTIAL LEASE AGREEMENT

### 1. PARTIES TO THE LEASE

The parties to this lease are:

Landlord(s): Bismark Osei

Tenant(s): Kristi Dreher, Ryan Dreher

The notice of termination given by either party will be effective on the last day of the month following the month in which the notice is given. RentWerx is not obligated to prorate rent even if Tenant surrenders the Property before the termination date. This also applies to Military Early Termination in accordance with **SERVICEMEMBERS CIVIL RELIEF ACT ("SCRA") 50 U.S.C. App. §§501-597b1**.

### 2. PROPERTY

Owner leases to Tenant the following Real Property:

Address: 27462 Paraiso Sands

City: Boerne ZIP: 78015

Legal: CB 4709P (RESERVE OF LOST CREEK UT-3B PH-II), BLOCK 41 LOT 4

County Bexar, Texas.

Including the following non-real property items considered collectively as the "Property":

Refrigerator, Washer/Dryer, Water Softener --END

### 3. ORIGINAL TERM OF LEASE

**Commencement Date** – Upon Signing of this Agreement.

**Move-In Date:** 26-OCTOBER-2022

**Anniversary Date:** 31-OCTOBER-2023

### A. MONTH TO MONTH RENT INCREASE

If this lease agreement automatically extends into a month-to-month basis, the monthly rent payment will increase by the original lease amount - plus 25% - unless otherwise agreed to in writing for a shorter lease extension. Tenants will incur a \$85.00 Month to Month Administration Fee each month until a longer lease extension is arranged in writing.

### B. RISK MITIGATION FEE

At time of application, and prior to lease signing, the undersigned tenant may have been offered an opportunity to lease the home in accordance with the guidelines for a possible Risk Mitigation Fee based on their combined tenant scores. If this additional fee was presented at application approval, Tenant agrees to offer an additional risk mitigation fee in the amount of \$ 0.00 due at lease commencement. Tenant has agreed with all of the terms and conditions of this fee prior to lease signing. This administrative fee is non-refundable and will be retained by RentWerx.

### 4. AUTOMATIC RENEWAL OF LEASE

This lease automatically renews on a month-to-month basis unless either party provides the other party written notice of termination no later than **30 days** before the lease expiration date. Oral notice of termination is not sufficient under any circumstances.

If either party fails to provide the other party timely written notice of termination as required, the lease automatically renews on a month-to-month basis. This lease will continue to renew on a month-to-month basis unless either party provides the other with a written notice of termination no later than **30 days** before the lease anniversary date.

### C. HOME CONDITION GUARANTEE

Within the first five (5) business days of occupying the home, if tenant is not satisfied with the condition of the home as viewed prior to lease signing, tenant may request lease cancellation and receive a full refund to their security deposit, rent, animal fees, lease fee, risk mitigation fee, and application fees. The tenant must vacate the home and turn in all keys & electronic devices to RentWerx. This paragraph does not apply to a lease agreement with a *Site Un-Seen Addendum to Lease* and is subject to Landlord or RentWerx final approval.

Tenants: [Signature] [Signature]

& Owner or Owner's Representative: [Signature]

27462 Paraiso Sands Boerne, TX 78015

Lease Concerning: \_\_\_\_\_

**D. MOVE-IN ORIENTATION**

All new tenants at lease signing will pay a one-time Move-In Orientation Fee of \$125.00. Within the first three (3) business days of the tenant moving into the home, arrangements may be made at the tenants earliest available time for a walk-through visual inspection and home orientation.

The inspector will provide the tenant with a brief orientation of the home to instruct them on basic home maintenance, including changing air filters, unclogging a garbage disposal, water cut-offs, smoke alarms, fuse & breaker box locations, and Ground Fault Circuit Interrupter (GFCI) resets.

The written report will include interior and exterior photos. A copy of this report will be sent to the tenant and RentWerx. **Any new work order requests must be submitted separately and in writing.**

**E. LEASE FEE = \$395.00**

There is a lease preparation fee of \$395.00 per lease agreement which includes no up-front fee to the Preferred Tenant Program in addition the effort to prepare, forward, and offer the convenience of electronic signatures, electronic funds collection, and a lock box move in. A credit of \$100 will be applied for an approved applicant completing a self-assisted showing of the property at lease signing.

**5. MOVE-IN CONDITION**

RentWerx makes no express or implied warranties as to the Property's condition. **Tenant has inspected the Property and accepts it AS-IS.**

**6. RENT**



**Monthly Rent:** For each full month during this lease, Tenant will pay Landlord monthly rent in the amount of \$ 2,500.00.

**Due Date:** Rent is due the 1<sup>st</sup> of Each Month.

Tenant will ensure Landlord receives the monthly rent on or before the first day of each month during this lease. Weekends, holidays, and mail delays do not excuse Tenant's timely payment obligations.

**Prorated Rent:** \$ 499.99. Prior to and no later than move in, tenant agrees to pay Landlord prorated rent from the **Move-In Date** to the last day of the month in which the lease begins. If lease begins within seven (7) calendar days from the end of the month, tenant will be required to pay the next full month's rent in addition to the pro-rated rent at time of lease signing.

If Tenant fails to timely pay any amounts due under this lease, or if any payment is returned by the institution on which it was drawn, RentWerx may require Tenant to pay all balances due and future payments in certified funds.

Tenants:  

RentWerx

**Resident Benefits Package:** Included with ALL lease agreements under RentWerx is the Resident Benefits Package. Tenants will be named as Additionally Insured under the RentWerx Master Insurance Policy. Tenants would be responsible for any charged deductibles of \$500 per incident for claims.

These features are included with the **\$59.00 monthly fee:**

- 1) \$100,000 Tenant Liability Insurance Coverage Provided Under the RentWerx Master Policy.
- 2) \$20,000 Renter's Content Coverage Provided Under the RentWerx Master Policy.
- 3) \$10,000 Renter's Bodily Injury Coverage Provided Under the RentWerx Master Policy.
- 4) No Additional Charges for All Rental Payment Options to Include In-Person, ACH, or Check.
- 5) Included Tenant Portal for Maintenance, Payment Options, and Electronic Statements.
- 6) Free Credit Reporting for All Rental Payments made during this Lease to TransUnion.
- 7) 24/7 Maintenance Hotline with Live Phone Support.
- 8) One Time Returned Payment Fee Forgiveness. (\$85.00)
- 9) On Demand PEST CONTROL SERVICES.
- 10) Free Lockbox Move In.

\*Includes a one-time waive of the fee in paragraph 8.

**In the event of a claim:** Tenants are instructed to contact RentWerx for claim submission.

Tenants may opt-out of the insurance portion of this program by showing proof of Renter's Insurance with coverage of at least \$20,000, and naming RentWerx as **ADDITIONALLY INSURED** for a cost difference savings of \$18 per month.

**6.1 METHOD OF PAYMENT**

Tenant will pay all rent by: cashier's check, electronic payment, money order, ACH via online tenant portal, or personal check.

**DO NOT SEND RENT PAYMENT CHECKS VIA US MAIL!**

All rent payments must be received by Landlord on or before the 1<sup>st</sup> day of Each Month. Partial payments will not be accepted. **NO CASH IS ACCEPTED!**

& Owner or Owner's Representative: 

Lease Concerning:

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**6.2 CHARGES DUE AT LEASE SIGNING**

- A. Security Deposit: \$ \_\_\_\_\_
- B. First Month's Rent: \$ 2,500.00
- C. \*Pro-Rated Rent: \$ 499.99
- D. Monthly Animal Fee: \$ 140.00
- E. Animal Processing Fee: \$ 200.00
- F. Resident Benefits Package: \$ 59.00
- G. Other Fees: \$ 0.00
- H. Lease Fee: \$ 395.00
- I. Move-In Orientation Fee: \$ 125.00
- J. Preferred Tenant Program: \$ 33.00

**Total Due at Lease Signing: \$ 3,951.99**

\*All funds must be received prior to Move-In.

**6.3 SUMMARY OF MONTHLY CHARGES**

- K. Monthly Rent: \$ 2,500.00
- L. Resident Benefits Package: \$ 59.00
- M. Preferred Tenant Program: \$ 33.00
- N. Monthly Animal Fee: \$ 140.00

**Total Monthly Payment: \$ 2,732.00****6.4 SCHEDULED RENT INCREASE**

☐ Rent **WILL NOT** increase during the initial term of this lease agreement as indicated in Paragraph 3.

☒ Rent **WILL** increase to 2,700.00 with the first increased rent payment due on 01-February-2023.

Continued Monthly Animal Fee: \$ 140.00.Continued Resident Benefits Package: \$ 59.00.Total Monthly Payment: \$ 2,932.00

- ☒ Tenant **IS** Charged a \$195 Renewal Fee.
- ☐ Tenant **IS NOT** Charged a \$195 Renewal Fee.

**7. LATE CHARGES**

If RentWerx **does not actually receive** a rent payment in the full amount at the designated place of payment by the **4<sup>th</sup> day of each month** no later than 11:59 PM (through the tenant portal only), Tenant will pay RentWerx for each late payment, **A late charge equal to 12% of one month's rent** in accordance with Texas Property Code § 92.0191.

**8. RETURNED PAYMENT**

Tenant will pay RentWerx \$85.00 for each payment Tenant tenders to RentWerx which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until RentWerx receives full payment. If tenant incurs TWO (2) or more Non-Sufficient Fund returned payments, tenant will no longer be allowed to make electronic payments and must submit any further payments in certified funds only.

**9. APPLICATION OF FUNDS**

Regardless of any notation on a payment, RentWerx may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to, late charges, returned payment charges, repairs, brokerage fees, periodic utilities, animal charges, and then to rent.

**A. SERVING NOTICES**

A \$85.00 charge will be assessed for each Notice to Vacate served or posted to the home for any reason.

**B. CREDIT REPORTING AND COLLECTIONS**

If Tenant fails to fulfill the terms and obligations set out within this lease, a negative credit report reflecting the Tenant's credit may be submitted to all credit reporting agencies.

**All collection actions will incur a 50% surcharge of the total balance due. If any excess security deposit deductions or end of lease charges are not paid in full within 10 days of written demand, tenant will be placed into collection attempts from a 3<sup>rd</sup> party.**

**10. UN-AUTHORIZED ANIMALS**

☐ Check this box if NO animals are authorized in this lease.

Unless the parties agree otherwise in writing, Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect).

If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, RentWerx may take the following action:

- A. Declare Tenant to be in default of this lease and exercise remedies under Paragraph 27.
- B. Charge Tenant, as an additional administrative fee, an equal amount to **One Month's Rent payable to RentWerx** to be applied as an additional animal fee. In addition, the Tenant will be charged \$50 per day thereafter per animal for each day Tenant violates the lease agreement.

Tenants:  

RentWerx

& Owner or Owner's Representative: 

## 27462 Paraiso Sands Boerne, TX 78015

Lease Concerning: \_\_\_\_\_

- C. Remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Manager's intention to remove the unauthorized animal.
- D. Charge the Tenant the total cost to remove any unauthorized animal, exterminate the Property for fleas and other insects, clean and deodorize the Property's carpets and drapes, and repair any damage to the Property caused by the unauthorized animal.

C. The animal at all times must have current rabies shots and licenses required by law.

D. Confine any animal that is a dog or cat, when outside, by fences or on leashes under Tenant's control.

E. Promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks.

**Access:** Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit RentWerx or other person's access to Property in its entirety as permitted by the lease.

**Liability:** Tenant is responsible and liable for the entire amount of any damage to the Property or any item in the property, any personal injuries to any person, and any damage to any person's property caused by any animal. This provision applies to all parts of the home to include carpets, drapes, doors, walls, wallpaper, windows, screens, furniture, and appliances as well as landscaping or any other improvements. If an item may not be satisfactorily cleaned, tenant will pay for the replacement cost.

**Assistance, Service, or Emotional Support Animals:** When allowed by applicable laws, we may require written verification on or make other inquiries regarding the disability-related need for assistance, service, or emotional support animals for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for an authorized assistance, service, or emotional support animal. Except as provided by law, all other provisions of this lease apply.

**Fraudulent Assistance, Service, or Emotional Support Animals:** Should it be determined that a Tenant or Occupant of the Property has allowed an animal to occupy the home under false terms or fraudulent proof as an Assistance, Service, or Emotional Support Animal, Tenant shall incur a \$5,000 fee payable to RentWerx, per animal, under this provision.

**Move Out:** Tenant will pay any reasonable costs that are necessary to clean, deodorize, de-flea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, and landscaping.

**10.1 AUTHORIZED ANIMALS**

Check this box if animals are authorized in this lease. Tenant may keep the following Animal(s) on the Property.

TYPE: Dog BREED: Cocker Spaniel AGE: 5

GENDER: Female WEIGHT: 20 COLOR: White/Brown

TYPE: Dog BREED: Feline AGE: 13

GENDER: Female WEIGHT: 10 COLOR: White/Grey

TYPE: \_\_\_\_\_ BREED: \_\_\_\_\_ AGE: \_\_\_\_\_

GENDER: \_\_\_\_\_ WEIGHT: \_\_\_\_\_ COLOR: \_\_\_\_\_

**One Time Animal Processing Fee:** 200.00.

**Total Monthly Animal Fee:** 140.00.

**Any approved restricted breed animals will incur an additional charge of \_\_\_\_\_.** A separate **Dog Liability Insurance Policy naming RentWerx as "Additional Insured" must be presented prior to move in.**

Tenant will allow for a yearly animal inspection of the home.

Tenant may not substitute any other animal from the list above without written consent from RentWerx.

**10.2 ANIMAL RULES**

Tenant must comply with the following:

A. Take all reasonable action to insure any animal does not violate the rights of other persons.

B. Comply with all applicable statutes, ordinances, restrictions, homeowner's association rules, or other enforceable regulations regarding any animal.

**10.3 ANIMAL INDEMNIFICATION**

Tenant will protect, defend, indemnify, and hold Owner, RentWerx, and RentWerx agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any animal or Tenant.

Tenants: \_\_\_\_\_

RentWerx

& Owner or Owner's Representative: \_\_\_\_\_



Lease Concerning:

27462 Paraiso Sands Boerne, TX 78015

**11. PREFERRED TENANT / SECURITY DEPOSIT**

☒ **Preferred Tenant Program:** As an approved applicant to this program, tenant agrees to pay a **monthly fee of \$33.00** (\$28.00 Insurance Fee and \$5.00 Administration Fee). This Preferred Tenant Program is in full compliance with Texas Property Code §92.111. This does not alleviate tenant of any liability for damages incurred. This is an optional program in lieu of placing an all up front security deposit with RentWerx.

For any damage to the home above fair wear and tear after RentWerx conducts a final inspection, an itemized final bill will be presented to the outgoing tenant for immediate payment in accordance with this lease agreement.

Tenant agrees to pay for damages above normal fair wear and tear by authorizing RentWerx to charge the outgoing tenants bank account after move out for the maximum amount equivalent to one month's rent.

Tenant may elect to terminate the fee in lieu of a deposit and instead pay 2.5 times rent as a refundable security deposit at any time. The Deposit shall be due upon notice of termination. Any prior monthly payments are considered non-refundable.

Bank Name: Chase bank

Bank Routing Number: 122100024

Bank Account Number: 126038576

☐ **Security Deposit:** At execution of this lease agreement, Tenant will pay a security deposit to RentWerx in the amount of \$\_\_\_\_\_ by certified funds only to include Cashier's Check, Money Order, or bank wire. "Security Deposit" has the meaning assigned to that term in

§92.102, of the Texas Property Code.

**A. NOTICES ABOUT SECURITY DEPOSITS**

**Commencement of Lease Agreement:** At the signing of this document, the security deposit will be governed in accordance to this lease agreement and Texas property code. In the event the tenant does not take occupation of the home, the security deposit, and all associated fees with this lease will be forfeited to RentWerx.

**Interest:** No interest or income will be paid to Tenant on the security deposit. RentWerx may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to RentWerx.

**Refund:** Tenant must give RentWerx at least thirty (30) days written notice of surrender before RentWerx is obligated to account for or refund the security deposit. Any refund of the security deposit will be made payable to all Tenants named in this lease.

§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 meant for unpaid rent.

Bad faith violations of §92.108 may subject a tenant to liability up to three times the rent wrongfully withheld and reasonable attorney's fees.

The Property Code does not obligate RentWerx to return or account for the security deposit until the tenant surrenders the Property and gives RentWerx a written statement of the tenant's forwarding address, after which RentWerx has 30 days in which to account.

View the Texas Property Code at the Texas Legislature's website: <http://www.statutes.legis.state.tx.us/>

**B. DEDUCTIONS FROM SECURITY DEPOSIT**

Landlord may deduct reasonable charges from the security deposit for damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property to include the following provisions:

- A) Full term of lease or renewable lease term has been completed and fully complied with.
- B) At least 30 days written notice prior to the anniversary / renewal date was presented.
- C) No damage left to the property or its contents beyond normal wear and tear.
- D) The entire property to include appliances, bathrooms, closets, walls, windows, garages, and carpets or other flooring surfaces cleaned.
- E) Replace any burnt out or missing light bulbs, replace HVAC Air Filters and add salt to the water softener.
- F) Mow, Edge, and Maintain the yard (if yard is not in an Owner's Association)
- G) There is no balance of outstanding fees, charges, delinquent rents or unpaid utilities.
- H) Removal of all unauthorized locks or fixtures installed by Tenant.
- I) A forwarding address has been provided to the Landlord in writing.
- J) Surrender of all keys, gate remotes, or garage remotes to the Landlord.

If Tenant is in default, Tenant will incur all attorney's fees, costs of court proceedings, costs to re-lease the home, and any unpaid charges or fees.

Tenants: [Signature] [Signature]

RentWerx

& Owner or Owner's Representative: [Signature]

Lease Concerning:

27462 Paraiso Sands Boerne, TX 78015

**C. FINAL ACCOUNTING INSPECTION FEE**

Tenant will incur a \$95.00 Final Accounting Inspection fee upon surrendering the property to RentWerx. This fee covers the in person and written inspection reports, pictures, detailed accounting, documentation, archiving, and mail service associated with the security deposit refund or the final billing procedures for preferred tenants.

**D. MOVE OUT PROCEDURES**

All tenants must provide RentWerx a 30-day written notice of their intentions to not renew their lease agreement. The 30-day notice is effective on the last day of the month following the month in which the notice is given. RentWerx is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.

**Key Box:** A key box may be placed onto the home to access for approved showings.

**Turnover of Keys:** All keys and garage or gate remotes must be surrendered to RentWerx at the time tenant vacates the home. Rent will not stop being charged until possession of the home is turned over to RentWerx.

**ACH Payments:** Any automatic ACH payments set up by the tenant must be turned off prior to vacating the home. Failing to turn off the automatic ACH payment feature will lead to the tenant paying an additional month of rent which can only be refunded after funds have cleared. There is a \$85.00 charge to account and refund an accidental rent payment.

**Move Out Instructions:** Further move out instructions are posted on the company website and should be referenced as part of this lease agreement.

**12. UTILITIES**

Tenant will pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Property

(for example: electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, cable, and Internet connections). Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

Unless provided by RentWerx, Tenant must, at a minimum, keep the following utilities on, if available, at all times this lease is in effect: gas; electricity; water; wastewater; and garbage services.

**Notice: Before signing this lease, Tenant should determine if all necessary utilities are available to the Property and are adequate for Tenant's use.**

**13. USE AND OCCUPANCY**

**Occupants:** The only persons Tenant may permit to reside on the Property during the term of this lease are (include names and ages of all occupants):

None --END

**Phone Numbers and E-mail:** Tenant must inform RentWerx of any changes in Tenant's phone numbers or email not later than 5 days after a change.

**Prohibitions:** Unless otherwise authorized by this lease, Tenant may not install or permit any of the following on the Property, even temporarily: a spa, hot tub, above-ground pool, trampoline, or any item which causes a suspension or cancellation of insurance coverage or an increase in insurance premiums. Tenant may not permit any part of the Property to be used for: (1) any activity which is a nuisance, offensive, noisy, or dangerous; (2) the repair of any vehicle;

(3) any business of any type, including but not limited to child care; (4) any activity which violates any zoning ordinance, owners' association rule, or restrictive covenant; (5) any illegal or unlawful activity; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property.

**13.1. OWNERS ASSOCIATION**

The Owner will pay all required payments to the Owners Association in accordance with the by-laws and covenants associated with that Property. Tenant must comply with any Owners' Association rules or restrictive covenants affecting the Property. Tenant will reimburse Owner for any fines or other charges assessed against Owner for violations by Tenant of any owners' association rule or restrictive covenant.

**Non-Compliance:** If Tenant violates and is given notice of any Owners Association non-compliance issues to include regulations, covenants, or restrictions an administrative fee will be paid to the Landlord of \$85.00, plus any costs incurred, in addition to any incurred fine imposed by the Association.

**Optional Association Fees:** Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities. Example: an optional pool fee.

*It is the responsibility of the tenant to seek out information regarding the rules and regulations associated with living in a home governed under a HOA.*

Tenants:  

RentWerx

& Owner or Owner's Representative: 

Lease Concerning: \_\_\_\_\_

27462 Paraiso Sands Boerne, TX 78015

**14. PARKING AND VEHICLE RULES**

All vehicles parked on the property must be currently licensed, registered, operational and properly parked. Tenant agrees to abide by all parking rules established by Landlord or Owners Association rules. No trailers, vehicles on blocks, motorcycles, boats, RV's, or commercial vehicles are allowed on the property without Landlord's prior written approval. Tenant is not to repair or disassemble vehicles on the property. Any unauthorized vehicles may be towed at Tenant expense. Tenant is allowed the following vehicles:

BMW X3: RSC9652

**15. ACCESS BY RENTWERX**

**Advertising:** RentWerx may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the last 30 days of this lease or during the last 30 days of any lease renewal period. RentWerx may take interior and exterior photographs and or video images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

**Access:** Before accessing the Property, RentWerx or other licensed agents will attempt to first contact Tenant for prior approval, but may enter the Property at reasonable times without notice to make emergency repairs.

**Trip Charges:** If RentWerx or other licensed agents have made prior arrangements with Tenant to access the Property and are denied or are not able to access the Property because of Tenant's failure to make the Property accessible (including, but not limited to, any occupant, guest or invitee of Tenant, pet, or security device prohibiting access to any area of the Property), RentWerx may charge Tenant a trip charge of \$85.00.

**A. WITHDRAWAL OF ACCESS**

Tenant may withdraw Tenant's authorization to place a key box on the Property by providing written notice to RentWerx and paying a fee of **One Month's Rent** as consideration for the withdrawal. No showings of the home will be permitted during this time to coincide with Tenant's written notice to vacate the Property.

If RentWerx or other licensed agents are denied or are not able to access the Property after first attempting to contact Tenant, RentWerx may charge Tenant \$85.00 per incident.

**16. MOVE-OUT CONDITION**

**Move-Out Condition:** When this lease ends, Tenant will surrender the Property, normal wear and tear accepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property.

**Definitions:**

"Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.

"Surrender" occurs when all occupants have vacated the Property, in manager's reasonable judgment, and the date in which the tenant specifies as the move out date in a written notice has passed – or – the Tenant returns keys and access devices that RentWerx provided to Tenant under this lease.

"Abandonment" occurs when all of the following occur: All occupants have vacated the Property, in managers reasonable judgment; Tenant is in breach of this lease by not timely paying rent; and RentWerx has delivered written notice to Tenant, via courier by affixing it to the outside of the main entry door, stating that RentWerx considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required which will be one calendar day from the date of notice.

**Personal Property Left After Move-Out:** If Tenant leaves any personal property in the Property after surrendering or abandoning the Property RentWerx may dispose, store, or sell such personal property by following procedures in §54.045(b)-(e), Texas Property Code.

Tenant must reimburse RentWerx all reasonable costs for packing, removing, storing, and selling any personal items left in the Property after surrender or abandonment.

**17. PROPERTY MAINTENANCE**

At time of Move In – Tenants have had the opportunity to fully inspect the property and accepts the condition of the property "As-Is".

**Tenant's General Responsibilities:** Tenant, at Tenant's expense, must:

- A. Keep the Property clean and sanitary.
- B. Supply and change heating and air conditioning filters at least once a month.
- C. Supply and replace all light bulbs, fluorescent tubes, and batteries for smoke alarms, carbon monoxide detectors, garage door openers, ceiling fan remotes, and other devices (of the same type and quality).
- D. Maintain appropriate levels of necessary chemicals or matter in any ~~water~~ water softener.

Tenants: \_\_\_\_\_




&amp; Owner or Owner's Representative: \_\_\_\_\_



RentWerx



Lease Concerning:

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- E. Take immediate action to promptly eliminate any dangerous conditions on the Property.
- F. Replace any lost or misplaced keys.
- G. Pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law.
- H. Know the location and operation of the main water cut-off valve, and all electric breakers and how to switch the valve or breakers off at appropriate times to mitigate any potential damage.
- I. Promptly notify Landlord, in writing, of all needed repairs.

**Deductions of Repair Costs From Monthly Rent:** At no time during this lease agreement will the Tenant be allowed to deduct un-authorized repair expenses from the monthly rent.

### 17.1 YARD MAINTENANCE

☐ Owner, **at Owner's expense**, will maintain the yard. Tenant will permit contractor's reasonable access to the yard and will remove any animals from the yard at appropriate times.

☒ Tenant, **at Tenant's expense**, will maintain the yard as defined in this paragraph. In the event Tenant fails to maintain the yard causing it to die or suffer damage, Tenant shall be responsible for the cost of replacement.

**YARD:** This means all lawns, shrubbery, bushes, flowers, gardens, rocks, trees under 8 foot high, or other landscaping and foliage on or encroaching on the Property. This does not include common areas maintained by an owners' association.

**MAINTAIN THE YARD:** Mow, Fertilize, Trim, Control Pests, Control Weeds, Turn Mulch, and Trim Hedges & Bushes.

Tenant is not obligated to perform any trimming of trees taller than 8 foot high on or adjoining the property.

**WATERING:** Tenant will water the yard at reasonable times as allowed per current local water use guidelines. Tenant will be responsible to ensure lawn watering systems are left intact and are working as intended.

**FORCE MAINTENANCE:** Should tenant receive two or more HOA violation letters indicating the yard fails to meet the neighborhood guidelines, Manager may implement monthly routine lawn maintenance at tenant expense.

### 17.2 POOL MAINTENANCE

Any property with a swimming pool, either above ground or in ground, will be maintained by RentWerx at Owner Expense. Tenant must allow access per arranged times and will be liable for any incurred trip charges of \$85.00 per incident for failing to allow for access to the yard or failing to restrict animal access to yard at time of servicing.

### 17.3 PROHIBITIONS ON MAINTENANCE

**Prohibitions:** If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Unless otherwise approved in writing, **Tenant May Not:**

- A. Remove any part of the Property or any of the Landlord's personal property.
- B. Remove, change, add, or rekey any locks.
- C. Make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock.
- D. Permit any water furniture on the Property.
- E. Install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems.
- F. Alter, replace or remove flooring material, paint walls, or install wallpaper.
- G. Install, change, or remove any fixture, appliance, or non-real-property.
- H. Keep or permit any hazardous material on the Property such as flammable or explosive materials.
- I. Keep or permit any material or item which causes any liability or fire and extended insurance coverage to be suspended or canceled or any premiums to be increased.
- J. Dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property.

**Failure to Maintain:** If Tenant fails to comply, Landlord may exercise any remedies necessary under this lease agreement to perform whatever action required to bring the Tenant into compliance. Tenant must immediately reimburse Landlord the reasonable costs incurred plus any administrative or attorney's fees assessed by Landlord.

**Smoking:** Smoking by Tenant, Tenant's guests, family, or any occupants is not permitted on the Property including the garage and covered patios. If evidence of smoking is found on the property, Tenant may be deemed to be in default.

Tenants:  

& Owner or Owner's Representative: 

Lease Concerning: \_\_\_\_\_

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**18. REPAIRS**

**Notice:** Subchapter B, Chapter 92, of the Texas Property Code governs repair obligations.

**Routine Repair Requests:** All requests for repairs must be in writing and delivered to RentWerx. If Tenant is delinquent in rent at the time a repair notice is given, RentWerx is not obligated to make the repair.

**Emergency Repair Requests:** 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 the property manager at (888) 811-6780. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

**AFTER HOURS EMERGENCY MAINTENANCE HOTLINE:****CALL: (888) 811-6780**

**NOTICE:** If RentWerx 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 to 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 RentWerx 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.

**18.1 COMPLETION OF REPAIRS**

Tenant may not repair or cause to be repaired any condition, regardless of the cause, without RentWerx permission. All decisions regarding repairs, including the completion of any repair, whether to repair or replace the item, and the selection of contractors, will be at Landlord sole discretion.

RentWerx is not obligated to complete a repair on a day other than a business day unless required to do so by the Texas Property Code.

**18.2 OWNER HOME WARRANTY**

The decision to employ the services of a 3<sup>rd</sup> party Home Warranty is solely up to the Homeowner. RentWerx makes no claim or guarantees of service with a 3<sup>rd</sup> party Home Warranty provider on behalf of the Owner for service requests with their home. This paragraph will serve as notice that the Owner may currently carry, or will carry, a Home Warranty plan with a 3<sup>rd</sup> party provider.

**18.3 PAYMENT OF REPAIR COSTS**

Except as otherwise specified in this lease, RentWerx will pay to repair or remedy conditions in the Property in need of repair if Tenant complies with the procedures for requesting repairs as described in this Paragraph. This includes, but is not limited to, repairs to water heaters, water penetration from structural defects, or heating and air conditioning systems.

RentWerx will NOT pay to repair the following items unless caused by Owner's negligence or conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant: damage to doors, windows, and screens; damage from windows or doors left open; damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property; items that are considered cosmetic in nature with no impact on the functionality or use of the home.

**Non-Real Property RentWerx Will Not Repair:**

The following specific items or appliances that may be non-real property attached with the home will not be repaired by RentWerx or landlord:

Refrigerator, Washer/Dryer, Water Softener --END

**Trip Charges and/or Un-Necessary Work Order Charges:**



Tenants will be charged a \$85.00 trip charge from Landlord in addition to any vendor trip charges when a repair person is unable to access the Property with Tenant to complete a requested repair, or if the requested repair is unable to be identified with a repairman on site.

**19. SECURITY DEVICES AND DOOR LOCKS**

Subchapter D, Chapter 92, of the Texas Property Code requires the Property to be equipped with certain types of locks and security devices, including (with some exceptions):

(1) window latches on each window; (2) a keyed doorknob lock or keyed deadbolt lock on each exterior door; (3) a sliding door pin lock on each exterior sliding glass door;

Tenants: \_\_\_\_\_

RentWerx

&amp; Owner or Owner's Representative: \_\_\_\_\_



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(4) a sliding door handle latch or a sliding door security bar on each exterior sliding glass door of the dwelling; and (5) a keyless bolting device and a door viewer on each exterior door. RentWerx will arrange the property to be re-keyed and brought under full compliance of all these guidelines within 7 days after occupation of the property.

**Request to Re-Key Home:** All notices or requests by Tenant for rekeying, changing, installing, repairing, or replacing security devices must be in writing. Installation of additional security devices or additional rekeying or replacement of security devices desired by Tenant must be paid by Tenant in advance.

If Tenant vacates the Property in breach of this lease, RentWerx may deduct from the security deposit reasonable costs incurred to rekey security devices authorized by the property code section §92.156(e).

## 20. SMOKE ALARMS

Subchapter F, Chapter 92, of the Texas 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 may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Texas Property Code.

## 21. LIABILITY

RentWerx is not responsible to Tenant, Tenant's Animals, Tenant's guests, family, or occupants for any damages, injuries, or losses to person or property caused by fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, any tenant animal attack incidents, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants or other occurrences or casualty losses.

Tenant will promptly reimburse RentWerx for any loss, property damage, or cost of repairs or service to the Property caused by Tenant, Tenant's guests, any occupants, or any approved animals.

## 22. HOLDOVER

If Tenant fails to vacate the Property at the time this lease ends Tenant will pay RentWerx rent for the holdover period and indemnify RentWerx and prospective tenants for damages, including but not limited to lost rent, lodging expenses, costs of eviction, and attorneys' fees. Rent for any holdover period will be three (3) times the monthly rent, calculated on a daily basis, and will be immediately due and payable daily without notice or demand.

## 23. SUBORDINATION & SUB-LEASE

This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to any RentWerx liens.

The tenant is not permitted at any time to sub-lease the home without express written permission from RentWerx.

## 24. ASSIGNMENT

This lease and tenancy may become subject to assignment by Landlord in the event of a Landlord or Management Company organizational change.

Tenant may not assign this lease agreement without written permission from the Landlord subject to application fees and lease modification fees with optional approval by Landlord.

## 25. LEASE NULLIFICATION

This lease agreement is a proprietary document licensed solely for the use of Owners under property management services with RentWerx. In the event RentWerx no longer manages the home on behalf of the Owner this lease agreement, and all terms associated with it, will become null and void upon written notification being sent to all parties of the change in management. This does not exclude sales where title to the home is conveyed to a buyer.

## 26. ATTORNEY'S FEES

Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, attorney's fees, costs of service, and all other costs of the legal proceeding from the non-prevailing party.

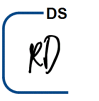
## 27. DEFAULT BY TENANT

**Tenant Default:** If Tenant fails to timely pay all amounts due under this lease or otherwise fails to comply with this lease, Tenant will be in default and RentWerx may terminate Tenant's right to occupy the Property by providing Tenant with at least **one-day written notice** to vacate.

**Unpaid Rents:** All unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand

**Tenant Liability:** Tenant will be liable for:

- A. Any lost rents to include cost of re-leasing the Property for any re-leasing fees, advertising fees, utility charges, and other fees necessary to re-lease the Property.
- B. Repairs to the Property for use beyond normal wear and tear.

Tenants:  

RentWerx

& Owner or Owner's Representative: 

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- C. All costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest.
- D. All costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and any administration fees.
- E. Any associated costs of re-keying the Property in accordance with Texas Property Code.

RentWerx will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to release the Property to acceptable tenants and reducing Tenant's liability accordingly.

**Lease Reinstatement Fee:** If Tenant is found to be in default of this lease agreement and pursues options to remain in the home, Landlord will charge a \$250 Lease Reinstatement Fee.

## 28. EARLY TERMINATION - INVOLUNTARY

This lease begins on the Commencement Date and ends on the Anniversary date unless automatically renewed, extended by written agreement, or terminated under Tenant default. Tenant is not entitled to early termination due to voluntary or involuntary job or school transfer, changes in marital status, loss of employment, loss of co-tenants, changes in health, purchase of property, or death.

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence, military deployment or transfer, or certain sex offenses with adequate court or law enforcement documentation.

**Military:** If Tenant is or becomes a service member or a dependent of a service member, Tenant may terminate this lease by delivering to RentWerx a written notice of termination and a copy of an appropriate government document providing evidence of: (a) entrance into military service; (b) military orders for a permanent change of station (PCS); or (c) military orders to deploy with a military unit for not less than 90 days.

Military Termination is effective on the 30th day after the first date on which the next rental payment is due after the date on which the notice is delivered. §92.017, Texas Property Code governs the rights and obligations of the parties under this paragraph in addition to:

**SERVICEMEMBERS CIVIL RELIEF ACT ("SCRA") 50 U.S.C. App. §§501-597b1**

**Family Violence:** Tenant may terminate this lease if Tenant provides RentWerx with a copy of a court order described under §92.016, Texas Property Code protecting Tenant or an occupant from family violence committed by a co-tenant or occupant of the Property. If the family violence is committed by someone other than a co-tenant or co-occupant of the Property, Tenant must give a **30 day** written notice of termination.

**Sex Offenses or Stalking:** Tenant may have special statutory rights to terminate this lease in certain situations involving certain sexual offenses or stalking, if the Tenant provides RentWerx with the documentation required by §92.0161, Texas Property Code.

## 28.1 EARLY TERMINATION - VOLUNTARY

**OPTION ONE – Replacement Tenant Option:** In the event a Tenant may request an early lease termination, Tenant may request Landlord to seek an approved replacement tenant and must strictly adhere to ALL of the following procedures:

**NOTE: Landlord is not obligated to attempt to find another tenant in accordance with this paragraph.**

ONE - Tenant must pay the early termination fee equivalent to One Month's Rent plus a \$200 Admin Fee.

TWO - Tenant must specify a move out date.

THREE - Upon receipt of payment, Landlord will begin to advertise the property in the attempts to locate a replacement tenant at terms equal to or acceptable to Landlord per the current lease agreement.

FOUR - Any replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign a new lease agreement with terms not less favorable to Landlord than this lease.

FIVE - Tenant will continue to pay the agreed to monthly rent, and all utilities, until a replacement tenant is located and a new lease agreement is executed.

SIX - Tenant will vacate the home on or before the specified date given for their early move out. All security deposits are then subject to the guidelines contained in this lease.

Tenants: \_\_\_\_\_

RentWerx

&amp; Owner or Owner's Representative: \_\_\_\_\_

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Lease Concerning: \_\_\_\_\_

**OPTION TWO - Optional Buyout Program:** In the event of a voluntary early lease termination, Tenant may request an optional buyout of the remaining lease agreement terms. This program is offered under the sole discretion of Landlord approval with strict compliance.

ONE - Tenant will pay Landlord the early termination fee equivalent to One Month's Rent plus a \$200 Admin Fee.

TWO – Tenant will pay an additional two month's equivalent of rent as a Landlord Admin Fee prior to vacating the home.

THREE – Landlord will amend this lease agreement to end 60 days from the time of surrender.

\*Tenants will be allowed to pro-rate monthly rent allowing them to vacate as soon as possible.

\*\*All security deposits are then subject to the guidelines contained in this lease.

## 29. REPRESENTATIONS

Tenant's statements in this lease and any application for rental are material representations. Each party to this lease represents that he or she is of legal age to enter into a contract. If Tenant makes a misrepresentation in this lease or in an application for rental, Tenant is in default.

## 30. ADDENDA

Incorporated into this lease are the following addenda. RentWerx may amend the Rules and Regulations as part of this lease agreement with written notice.

- ☒ Move-In Procedures and Optional Lockbox Access  
☐ Sight Un-Seen Addendum

## 31. SPECIAL PROVISIONS

None --END

## 32. AGREEMENT OF PARTIES

**Entire Agreement:** There are no oral agreements between RentWerx and Tenant. This lease contains the entire agreement between all parties.

**Binding Effect:** This lease is binding upon and insures to the benefit of the parties to this lease and their respective heirs, executors, administrators, or successors.

**Severable Clauses:** Should a court find any clause in this lease unenforceable, the remainder of this lease will not be affected and all other provisions in this lease will remain enforceable.

**SEX OFFENDERS:** Landlord does not agree to rent, lease, or otherwise grant any occupancy or residency to sexual offenders or sexual predators. This includes any residency, either as tenants themselves or guest of our tenants for any duration, including long term or short term residency. If any Tenant or Occupant should become a registered sex offender, or sexual predator in any state or nations by a government authority, Tenant must notify Landlord in writing within one business day and all Tenants must adhere to the following terms:

- A. All Tenants agree to voluntarily vacate the property when given a 7-day notice by Landlord that a Sexual Predator has occupied the property.
- B. The security deposit shall be forfeited as liquid damages. Tenant waives notice from Landlord for any claims to a security deposit.
- C. Tenant shall be responsible for the cost of re-leasing the property and for any losses suffered by the Landlord including lost rent, leasing fees, advertising fees, attorney's fees, court costs, and any other costs as a result of the vacancy of enforcing this lease.

Tenants: \_\_\_\_\_

RentWerx

& Owner or Owner's Representative: \_\_\_\_\_



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Lease Concerning: \_\_\_\_\_

**33. INFORMATION**

**Services to Home:** It is Tenant's responsibility to determine, before signing this lease if all services such as utilities, connections, schools boundaries, and transportation are accessible to or from the Property and such services are sufficient for Tenant's needs and wishes.

**Owners Home Mortgage:** RentWerx, a party to this lease agreement, has no knowledge of whether the Owner is delinquent in the payment of any lien against the Property.

**Request for Rental Payment History:** RentWerx is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord / property manager until Tenant has paid the \$45.00 payment history charge. Tenant must not be breach of lease at the time.

**Next of Kin:** If all occupants over 18 years of age die during this lease, RentWerx may permit the person named below to access the Property at reasonable times to permit the named person to remove Tenant's personal property and refund the security deposit, less deductions, to the named person. §92.014, Texas Property Code governs procedures to follow in the event of a tenant's death.

Name: Jerald girtonPhone: 2174194956

Address: \_\_\_\_\_

E-mail: Folly77@aol.com**35. SIGNATURES**

Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

DocuSigned by:

Kristi Lynn Dreher

Tenant Signature \_\_\_\_\_

25 October 2022 | 8:47 A

Date \_\_\_\_\_

Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

DocuSigned by:

Ryan Dreher

Tenant Signature \_\_\_\_\_

25 October 2022 | 9:33 A

Date \_\_\_\_\_

**And / Or signed on behalf of Landlord (Owner) under written property management agreement:**

DocuSigned by:

Melanie ThomasOn behalf of RentWerx, LLC - dba: **RentWerx**; TREC License #9002319

25 October 2022 | 12:06 PM CDT

Date \_\_\_\_\_

Tenants: \_\_\_\_\_

RentWerx

&amp; Owner or Owner's Representative: \_\_\_\_\_



## **RESIDENT BENEFITS PACKAGE**

**\$59.00 Per Month**

Included with ALL lease agreements under RentWerx is the Resident Benefits Package. Tenants will be named as Additionally Insured under the RentWerx Master Insurance Policy. Tenants would be responsible for any charged deductibles of \$500 per incident for claims.

These features are included with the **\$59.00 monthly fee**:

1. \$100,000 Tenant Liability Insurance Coverage Provided Under the RentWerx Master Policy.
2. \$20,000 Renter's Content Coverage Provided Under the RentWerx Master Policy.
3. \$10,000 Renter's Bodily Injury Coverage Provided Under the RentWerx Master Policy.
4. No Additional Charges for All Rental Payment Options to Include In-Person, ACH, or Check.
5. Included Tenant Portal for Maintenance, Payment Options, and Electronic Statements.
6. Free Credit Reporting for All Rental Payments made during this Lease to TransUnion.
7. 24/7 Maintenance Hotline with Live Phone Support.
8. One Time Returned Payment Fee Forgiveness. (\$85.00)
9. On Demand PEST CONTROL SERVICES.
10. Free Lockbox Move In.

**In the event of a claim:** Tenants are instructed to contact RentWerx for claim submission.

Tenants may opt-out of the insurance portion of this program by showing proof of Renter's Insurance with coverage of at least \$20,000, and naming RentWerx as **ADDITIONALLY INSURED** for a cost difference savings of \$18 per month.

Tenants:  

RentWerx

& Owner or Owner's Representative: 



## Tenant to Owner - Buyer Incentive Program

Owning a home can be one of the safest investments you can make, and now is a great time to buy a home of your own! The SaleWerx team is here to help you and your family achieve the dream of home ownership through our **“Tenant to Owner”** Buyer Incentive Program.

### **This program offers tenants a Credited Rebate upon successful purchase of a new home.**

Credited Rebate amounts are based upon the sales price of the purchased home.

Purchase Price	Credited Rebate Amount
Up to \$200,000	\$1,000 Credit
\$200,001 - \$250,000	\$1,250 Credit
\$251,001 - \$300,000	\$1,500 Credit
\$300,001 - \$350,000	\$1,750 Credit
\$350,000+	\$2,000 Credit

EXAMPLE: If a RentWerx tenant purchases a home for \$253,000 utilizing the services of a Realtor® with SaleWerx, the tenant will be eligible to receive a Credited Rebate towards their final closing costs of \$1,500.

To qualify for this program, a RentWerx tenant must be current on all rental payments, agree to the terms of the TXR Form 1501, Residential Buyer/Tenant Representation Agreement, and abide by the existing lease agreement.

**Credit Repair:** Ask us about our credit repair affiliation programs.

**Early Termination:** We have options for ending a lease agreement early to purchase a home.

Visit [www.SaleWerx.com/BuyersProgram](http://www.SaleWerx.com/BuyersProgram) to learn more and sign up for this program!

By signing this informational flyer, you are only acknowledging you have been presented this program in writing at lease signing. To sign up, visit the link listed above.

DS  
kld

Tenant

25 October 2022 | 8:47 AM PDT

Date

DS  
kld

Tenant

25 October 2022 | 9

Date