



RESIDENTIAL LEASE

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1. PARTIES: The parties to this lease are:

the owner of the Property, Landlord,: Jacob M. Matheny, Elizabeth M. Matheny ; and

Tenant(s): Madison A. Preston

2. PROPERTY: Landlord leases to Tenant the following real property:

Address: 223 N Mary Jo Dr Apt A, Harker Heights, TX 76548-1010
legally described as: Butler-Moore Addition, Block 001, Lot 0002

in Bell County, Texas, together with the following non-real-property items: Refrigerator

The real property and the non-real-property are collectively called the "Property".

3. TERM:

A. Primary Term: The primary term of this lease begins and ends as follows:

Commencement Date: December 1, 2022 Expiration Date: November 30, 2023

B. Delay of Occupancy: Tenant must occupy the Property within 5 days after the Commencement Date. If Tenant is unable to occupy the Property by the 5th day after the Commencement Date because of construction on the Property or a prior tenant's holding over of the Property, Tenant may terminate this lease by giving written notice to Landlord before the Property becomes available to be occupied by Tenant, and Landlord will refund to Tenant the security deposit and any rent paid. Landlord will abate rent on a daily basis for a delay caused by construction or a prior tenant's holding over. This paragraph does not apply to any delay in occupancy caused by cleaning, repairs, or make-ready items.

4. **AUTOMATIC RENEWAL AND NOTICE OF TERMINATION:** This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination as provided in Paragraph 4A. Oral notice of termination is not sufficient under any circumstances. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required). The date on which rent is due does not apply to the requirement for providing written notice of termination. Paragraph 4B applies only if the lease renews on a month-to-month basis. If a box is not checked under Paragraph 4A, Paragraph 4A(1) will apply. If a box is not checked under Paragraph 4B, Paragraph 4B(1) will apply.

A. This lease automatically renews on a month-to-month basis unless Landlord or Tenant provides the other party written notice of termination not less than: *(Check only one box.)*

☒ (1) 30 days before the Expiration Date.

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- ☐ (2) _____ days before the Expiration Date. If Landlord or Tenant fails to provide the other party timely written notice of termination as required by paragraph 4A, the lease automatically renews on a month-to-month basis. The Landlord or Tenant then must provide a subsequent written notice of termination as required by paragraph 4B.
- B. If this lease automatically renews on a month-to-month basis, it will continue to renew on a month-to-month basis until either party provides written notice of termination to the other party and the notice of termination will be effective: *(Check only one box.)*
- ☒ (1) on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate rent even if Tenant surrenders the Property before the termination date.
- ☐ (2) on the date designated in the notice but not sooner than 30 days after the notice is given and, if necessary, rent will be prorated on a daily basis.

5. RENT:

- A. Monthly Rent: The monthly rent is \$ **\$1,200.00** Tenant will pay the monthly rent so that Landlord receives the monthly rent on or before *(check only one box)*:

☒ (1) the first day of each month during this lease.

☐ (2) _____ .
Weekends, holidays, and mail delays do not excuse Tenant's obligation to timely pay rent.
Tenant will pay first month's rent made payable to ☐ Landlord or ☐ Listing Broker or ☒ Property Manager.
The first full month's rent is due and payable not later than **December 1, 2022** by *(select one or more)*: ☒ cashier's check ☒ electronic payment ☒ money order ☐ personal check or ☒ other means acceptable to Landlord.

- B. Prorated Rent: The prorated rent of **\$1,160.00** is due on or before **November 2, 2022** by *(select one or more)*: ☒ cashier's check ☐ electronic payment ☒ money order ☐ personal check or ☒ other means acceptable to Landlord.

- C. Place of Payment: Unless this lease provides otherwise, Tenant will remit all amounts due to Landlord under this lease to the following person or entity at the place stated and make all payments payable to the named person or entity. Landlord may later designate, in writing, another person or place to which Tenant must remit amounts due under this lease.

Name: **StarPointe Realty Management, LLC**

Address: **1604 S W S Young Dr.**

Killeen, TX 76543

Notice: Place the Property address and Tenant's name on all payments.

- D. Method of Payment:

- (1) Tenant must pay all rent timely and without demand, deduction, or offset, except as permitted by law or this lease.
- (2) Time is of the essence for the payment of rent (strict compliance with rental due dates is required).
- (3) Unless the parties agree otherwise, Tenant may not pay rent in cash and will pay all rent by *(select one or more)*: ☒ cashier's check ☒ electronic payment ☒ money order ☐ personal check or ☒ other means acceptable to Landlord. Landlord ☒ may or ☐ may not charge a reasonable fee to process or accept payment by *(select one or more only if Landlord indicates a reasonable fee may be charged)*: ☒ cashier's check ☒ electronic payment ☒ money order ☐ personal check or ☒ other means acceptable to Landlord.
- (4) Landlord ☒ requires ☐ does not require Tenant(s) to pay monthly rents by one payment.

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(5) If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is not honored by the institution on which it was drawn, Landlord may require Tenant to pay such amount and any subsequent amounts under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

E. Rent Increases: There will be no rent increases through the primary term. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days written notice to Tenant.

6. LATE CHARGES:

A. If Landlord does not actually receive a rent payment in the full amount at the designated place of payment by the 3 day of each month at 11:59pm, Tenant will pay Landlord for each late payment:

(1) an initial late charge equal to (*check one box only*): ☐ (a) \$ _____; or ☒ (b) 12.000 % of one month's rent; **and**

(2) additional late charges of \$ N/A per day thereafter until rent and late charges are paid in full. Additional late charges for any one payment may not exceed more than 30 days.

Notice: \$92.019, Property Code prohibits assessing a late fee until rent has remained unpaid for at least two full days after the date on which the rent is due.

B. For the purposes of paying rent and any late charges, the mailbox is not the agent for receipt for Landlord (the postmark date is not the date Landlord receives the payment). The parties agree that the late charge is reasonable based on uncertain damages to the Landlord related to the late payment of rent, including direct or indirect expenses, direct or indirect costs, or overhead associated with the collection of late payment. Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 27.

7. **RETURNED PAYMENT**: Tenant will pay Landlord \$ \$50.00 for each payment Tenant tenders to Landlord which is returned or not honored by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment. Tenant must make any returned payment good by paying such amount(s) plus any associated charges in certified funds.

8. **APPLICATION OF FUNDS**: Regardless of any notation on a payment, Landlord 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.

9. ANIMALS:

A. 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). An assistance animal is not considered a pet but is still required to be reported to the Landlord with accompanying documentation as required by the Texas Department of Housing and Community Affairs.

B. If Tenant violates this Paragraph 9 or any agreement to keep an animal on the Property, Landlord may take all or any of the following action:

(1) declare Tenant to be in default of this lease and exercise Landlord's remedies under Paragraph 27;

(2) charge Tenant, as additional rent, an initial amount of \$ 300.00 and \$ 75.00 per day thereafter per animal for each day Tenant violates the animal restrictions;

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- (3) 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 Landlord's intention to remove the unauthorized animal; and
- (4) charge to Tenant the Landlord's cost to:
 - (a) remove any unauthorized animal;
 - (b) exterminate the Property for fleas and other insects;
 - (c) clean and deodorize the Property's carpets and drapes; and
 - (d) repair any damage to the Property caused by the unauthorized animal.

C. When taking any action under Paragraph 9B Landlord will not be liable for any harm, injury, death, or sickness to any animal.

10. SECURITY DEPOSIT:

- A. Security Deposit: On or before execution of this lease, Tenant will pay a security deposit to Landlord in the amount of \$ _____ by (select one or more): ☒ cashier's check ☐ electronic payment ☒ money order ☐ personal check or ☒ other means acceptable to Landlord. "Security deposit" has the meaning assigned to that term in §92.102, Property Code. Any additional deposits Tenant pays to Landlord, other than the security deposit, will become part of the security deposit.
- B. Interest: No interest or income will be paid to Tenant on the security deposit. Landlord may place the security deposit in an interest-bearing or income-producing account and any interest or income earned will be paid to Landlord or Landlord's representative.
- C. Refund: Tenant must give Landlord at least thirty (30) days written notice of surrender before Landlord 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.

Notices about Security Deposits:

- (1) §92.108, Property Code provides that a tenant may not withhold payment of any portion of the last month's rent on grounds that the security deposit is security for unpaid rent.
- (2) Bad faith violations of §92.108 may subject a tenant to liability up to 3 times the rent wrongfully withheld and the landlord's reasonable attorney's fees.
- (3) The Property Code does not obligate a landlord to return or account for the security deposit until the tenant surrenders the Property and gives the landlord a written statement of the tenant's forwarding address, after which the landlord has 30 days in which to account.
- (4) "Surrender" is defined in Paragraph 16 of this lease.
- (5) One may view the Texas Property Code at the Texas Legislature's website which, as of the date shown in the lower left-hand corner of this form, is <http://www.statutes.legis.state.tx.us/>.

D. Deductions:

- (1) Landlord may deduct reasonable charges from the security deposit for:
 - (a) damages to the Property, excluding normal wear and tear, and all reasonable costs associated to repair the Property;
 - (b) costs for which Tenant is responsible to clean, deodorize, exterminate, and maintain the Property;
 - (c) unpaid or accelerated rent;
 - (d) unpaid late charges;
 - (e) unpaid utilities and utility expenses Landlord incurs to maintain utilities to the Property as required by this Lease;

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- (f) unpaid pet charges;
- (g) replacing unreturned keys, garage door openers, security devices, or other components;
- (h) the removal of unauthorized locks or fixtures installed by Tenant;
- (i) Landlord's cost to access the Property if made inaccessible by Tenant;
- (j) missing or burned-out light bulbs and fluorescent tubes (at the same location and of the same type and quality that are in the Property on the Commencement Date);
- (k) packing, removing, and storing abandoned property;
- (l) removing abandoned or illegally parked vehicles;
- (m) costs of reletting (as defined in Paragraph 27), if Tenant is in default;
- (n) attorney's fees, costs of court, costs of service, and other reasonable costs incurred in any legal proceeding against Tenant;
- (o) mailing costs associated with sending notices to Tenant for any violations of this lease;
- (p) any other unpaid charges or fees or other items for which Tenant is responsible under this lease;
- (q) cost to restore walls, flooring, landscaping or any alteration to the Property not approved in writing by Landlord;
- (r) damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris; and
- (s) costs to rekey certain security devices, as provided in Paragraph 19.

- (2) If deductions exceed the security deposit, Tenant will pay to Landlord the excess within 10 days after Landlord makes written demand.

11. UTILITIES:

- A. 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) except the following which Landlord will pay: N/A

Unless otherwise agreed, amounts under this paragraph are payable directly to the service providers.

- B. Unless provided by Landlord, 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.

12. USE AND OCCUPANCY:

- A. Occupants: Tenant may use the Property as a private residence only. 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)*: Madison A. Preston-26

- B. Phone Numbers and E-mail: Tenant must promptly inform Landlord of any changes in Tenant's phone numbers (home, work, and mobile) and e-mail not later than 5 days after a change.

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C. HOA Rules: This Property ☐ is or ☒ is not a part of an HOA. _____

(Include the name of the HOA if there is one). Tenant must comply with any owners' association rules or restrictive covenants affecting the Property. Tenant will reimburse Landlord for any fines or other charges assessed against Landlord for violations by Tenant of any owners' association rule or restrictive covenant, and any resulting administrative fees assessed by Landlord's agents or any other entity as provided by law.

D. 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, including but not limited to, the planting, growth, consumption, or distribution of cannabis plants or products; or (6) activity that obstructs, interferes with, or infringes on the rights of other persons near the Property. Tenant may not list any part of the Property on any lodging or short-term rental website or with any person or service that advertises Properties for rent.

E. Guests: Tenant may not permit any guest to stay on the Property longer than the amount of time permitted by any owners' association rule or restrictive covenant or 3 consecutive days without Landlord's written permission, whichever is less. No guests are permitted to stay on the Property more than twice the number of days in the space above in any 30-day period. If the above space is not filled in, two (2) days total per month will apply.

F. Common Areas: Landlord is not obligated to pay any non-mandatory or user fees for Tenant's use of any common areas or facilities (for example, pool or tennis courts).

13. PARKING RULES: Tenant may not permit more than 2 vehicles, including but not limited to automobiles, trucks, recreational vehicles, trailers, motorcycles, all-terrain vehicles, jet skis, and boats, on the Property unless authorized by Landlord in writing. Tenant may not park or permit any person to park any vehicles in the yard. Tenant may permit vehicles to be parked only in drives, garages, designated common parking areas, or in the street if not prohibited by law or an owners' association. Tenant may not store or permit any person to store any vehicles on or adjacent to the Property or on the street in front of the Property. In accordance with applicable state and local laws, Landlord may have towed, at Tenant's expense: (a) any inoperative vehicle on or adjacent to the Property; (b) any vehicle parked in violation of this paragraph or any additional parking rules made part of this lease; or (c) any vehicle parked in violation of any law, local ordinance, or owners' association rule. Tenant must promptly inform Landlord of any changes in Tenant's vehicle information (type, year, make, model, and license plate number including state) not later than 5 days after a change.

14. ACCESS BY LANDLORD:

A. Advertising: Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this lease or any renewal period. Landlord or Landlord's contractor may take interior or exterior photographs or images of the Property and use the photographs or images in any advertisements to lease or sell the Property.

B. Access: Before accessing the Property, Landlord or anyone authorized by Landlord will attempt to first contact Tenant, but may enter the Property at reasonable times without notice to make repairs or to show the Property to

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prospective tenants or buyers, inspectors, fire marshals, lenders, appraisers, or insurance agents. Additionally, Landlord or anyone authorized by Landlord may peacefully enter the Property at reasonable times without first attempting to contact Tenant and without notice to: (1) survey or review the Property's condition and take photographs to document the condition; (2) make emergency repairs; (3) exercise a contractual or statutory lien; (4) leave written notices; or (5) seize nonexempt property if Tenant is in default.

C. **Trip Charges:** If Landlord or Landlord's 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), Landlord may charge Tenant a trip charge of \$ 75.00 .

D. **Keybox:** A keybox is a locked container placed on the Property holding a key to the Property. The keybox is opened by a special combination, key, or programmed access device so that persons with the access device may enter the Property, even in Tenant's absence. The keybox is a convenience but involves risk (such as unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

(1) Tenant authorizes Landlord, Landlord's property manager, and Landlord's broker to place on the Property a keybox containing a key to the Property:

- (a) during the last 30 days of this lease or any renewal or extension; and
- (b) at any time Landlord lists the Property for sale with a Texas licensed broker.

(2) Tenant may withdraw Tenant's authorization to place a keybox on the Property by providing written notice to Landlord and paying Landlord a fee of \$ 500.00 as consideration for the withdrawal. Landlord will remove the keybox within a reasonable time after receipt of the notice of withdrawal and payment of the required fee. Removal of the keybox does not alleviate Tenant's obligation to make the Property available for showings as indicated in Paragraph 14B.

(3) If Landlord or Landlord's agents are denied or are not able to access the Property after first attempting to contact Tenant, Landlord may charge Tenant a trip charge as provided in Paragraph 14C.

(4) Landlord, the property manager, and Landlord's broker are not responsible to Tenant, Tenant's guests, family, or occupants for any damages, injuries, or losses arising from use of the keybox unless caused by Landlord, the property manager, or Landlord's broker.

15. MOVE-IN CONDITION:

A. **SIGHT UNSEEN NOTICE:** Tenant is given the opportunity to inspect the Property prior to signing the lease. A Tenant who declines to do so and chooses to sign the Lease on the Property sight unseen does so at their own risk. Tenant accepts the Property "as is" and Landlord is under no obligation to make any changes upon Tenant viewing the Property. Tenant will be bound to all provisions of the Lease irrespective of Tenant viewing the Property before signing the Lease.

B. Landlord makes no express or implied warranties as to the Property's condition. Tenant has inspected the Property and accepts it **AS-IS** provided that Landlord: N/A

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- C. Tenant will complete an Inventory and Condition Form, noting any damages to the Property, and deliver it to Landlord within 5 days after the Commencement Date. If Tenant fails to timely deliver the Inventory and Condition Form, the Property will be deemed to be free of damages, unless otherwise expressed in this lease. The Inventory and Condition Form is not a request for repairs. Tenant must direct all requests for repairs in compliance with Paragraph 18.

16. MOVE-OUT:

- A. Move-Out Condition: When this lease ends, Tenant will surrender the Property in the same condition as when received, normal wear and tear excepted. Tenant will leave the Property in a clean condition free of all trash, debris, and any personal property. Tenant may not abandon the Property.

B. Definitions:

- (1) *"Normal wear and tear"* means deterioration that occurs without negligence, carelessness, accident, or abuse.
- (2) *"Surrender"* occurs when all occupants have vacated the Property, in Landlord's reasonable judgment, and one of the following events occurs:
 - (a) the date Tenant specifies as the move-out or termination date in a written notice to Landlord has passed; or
 - (b) Tenant returns keys and access devices that Landlord provided to Tenant under this lease.
- (3) *"Abandonment"* occurs when all of the following occur:
 - (a) all occupants have vacated the Property, in Landlord's reasonable judgment;
 - (b) Tenant is in breach of this lease by not timely paying rent; and
 - (c) Landlord has delivered written notice to Tenant, by affixing it to the inside of the main entry door or if the Landlord is prevented from entering the Property by affixing it to the outside of the main entry door, stating that Landlord considers the Property abandoned, and Tenant fails to respond to the affixed notice by the time required in the notice, which will not be less than 2 days from the date the notice is affixed to the main entry door.

C. Personal Property Left After Move-Out:

- (1) If Tenant leaves any personal property in the Property after surrendering or abandoning the Property Landlord may:
 - (a) dispose of such personal property in the trash or a landfill;
 - (b) give such personal property to a charitable organization; or
 - (c) store and sell such personal property by following procedures in §54.045(b)-(e), Property Code.
- (2) Tenant must reimburse Landlord all Landlord's reasonable costs under Paragraph 16C(1) for packing, removing, storing, and selling the personal property left in the Property after surrender or abandonment.

17. PROPERTY MAINTENANCE:

- A. Tenant's General Responsibilities: Tenant, at Tenant's expense, must:
- (1) keep the Property clean and sanitary;
 - (2) promptly dispose of all garbage in appropriate receptacles;

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- (3) supply and change heating and air conditioning filters per manufacturer's instructions;
- (4) 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 that are in the Property on the Commencement Date);
- (5) maintain appropriate levels of necessary chemicals or matter in any water softener;
- (6) take action to promptly eliminate any dangerous condition on the Property;
- (7) take all necessary precautions to prevent broken water pipes due to freezing or other causes;
- (8) replace any lost or misplaced keys;
- (9) pay any periodic, preventive, or additional extermination costs desired by Tenant, including treatment for bed bugs, unless otherwise required by law;
- (10) remove any standing water;
- (11) 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;
- (12) water the foundation of the Property at reasonable and appropriate times;
- (13) supply and change water filtration systems, including but not limited to, refrigerator water filters; and
- (14) promptly notify Landlord, in writing, of all needed repairs.

B. Yard Maintenance:

- (1) "Yard" means all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping, and other foliage on or encroaching on the Property or on any easement appurtenant to the Property, and does not include common areas maintained by an owners' association.
- (2) "Maintain the yard" means to perform activities such as, but not limited to: (a) mowing, fertilizing, and trimming the yard; (b) controlling pests and weeds in the yard; and (c) removing debris from the yard.
- (3) Unless prohibited by ordinance or other law, Tenant will water the yard at reasonable and appropriate times including but not limited to the following times: **at least three times a week in all areas at a minimum of 15 minutes or use sprinkler system on a regular basis for at least 15 minutes per station** _____ . Other than watering, the yard will be maintained as follows:

- ☐ (a) Landlord, at Landlord's expense, will maintain the yard. Tenant will permit Landlord and Landlord's contractors reasonable access to the yard and will remove any pet from the yard at appropriate times.
- ☒ (b) Tenant, at Tenant's expense, will maintain the yard.
- ☐ (c) Tenant will maintain in effect a scheduled yard maintenance contract with: ☐ a contractor who regularly provides such service; ☐ _____ .

C. Pool/Spa Maintenance: Any pool or spa on the Property will be maintained according to a Pool/Spa Maintenance Addendum.

- D. Prohibitions: If Tenant installs any fixtures on the Property, authorized or unauthorized, such as additional smoke alarms, additional carbon monoxide detectors, locks, alarm systems, cables, satellite dishes, or other fixtures, such fixtures will become the property of the Landlord. Except as otherwise permitted by law, this lease, or in writing by Landlord, Tenant may not:
- (1) remove any part of the Property or any of Landlord's personal property from the Property;
 - (2) remove, change, add, or rekey any lock;
 - (3) make holes in the woodwork, floors, or walls, except that a reasonable number of small nails may be used to hang pictures in sheetrock and grooves in paneling;

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- (4) permit any water furniture on the Property;
- (5) install additional phone or video cables, outlets, antennas, satellite receivers, or alarm systems;
- (6) alter, replace or remove flooring material, paint, or wallpaper;
- (7) install, change, or remove any: fixture, appliance, or non-real-property item listed in Paragraph 2;
- (8) keep or permit any hazardous material on the Property such as flammable or explosive materials;
- (9) 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;
- (10) dispose of any environmentally detrimental substance (for example, motor oil or radiator fluid) on the Property;
- (11) cause or allow any lien to be filed against any portion of the Property; or
- (12) disconnect or intentionally damage any carbon monoxide detector, or otherwise violate any local ordinance requiring a carbon monoxide detector in the Property.

E. Failure to Maintain: If Tenant fails to comply with this Paragraph 17 or any Pool/Spa Maintenance Addendum, Landlord may, in addition to exercising Landlord's remedies under Paragraph 27, perform whatever action Tenant is obligated to perform and Tenant must immediately reimburse Landlord the reasonable expenses that Landlord incurs plus any administrative fees assessed by Landlord's agents or any other entity as provided by law.

F. Smoking: Smoking, including vaping or tobacco pipes of any type, by Tenant, Tenant's guests, family, or occupants is ☐ permitted ☒ not permitted on the Property (including, but not limited to, the garage or outdoor areas of the Property). If smoking is not permitted and does occur on the Property, Tenant will be in default and:

- (1) Landlord may exercise Landlord's remedies under Paragraph 27; and
- (2) Landlord may deduct from the security deposit damages to the Property caused by smoking, including but not limited to stains, burns, odors, and removal of debris.

18. REPAIRS: (Notice: Subchapter B, Chapter 92, Property Code governs repair obligations).

A. Repair Requests: All requests for repairs must be in writing and delivered to Landlord. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair. In the event of an emergency related to the condition of the Property that materially affects the physical health or safety of an ordinary tenant, Tenant may call Landlord or, if applicable, the property manager, at (254)213-3290. Ordinarily, a repair to the heating and air conditioning system is not an emergency.

B. NOTICE: If Landlord fails to repair a condition that materially affects the physical health or safety of an ordinary tenant as required by this lease or the Property Code, Tenant may be entitled to exercise remedies under §92.056 and §92.0561 of the Property Code. If Tenant follows the procedures under those sections, the following remedies may be available to Tenant: (1) terminate the lease and obtain an appropriate refund under §92.056(f); (2) have the condition repaired or remedied according to §92.0561; (3) deduct from the rent the cost of the repair or remedy according to §92.0561; and (4) obtain judicial remedies according to §92.0563. Do not exercise these remedies without consulting an attorney or carefully reviewing the procedures under the applicable sections. The Property Code presumes that 7 days is a reasonable period of time for the Landlord to make a diligent effort to repair a condition unless there are circumstances which establish that a different period of time is appropriate (such as the severity and nature of the condition and the availability of materials, labor, and utilities). Failure to strictly follow the procedures in the applicable sections may cause Tenant to be in default of the lease.

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Landlord or Landlord's Representative:   & Tenants:  , _____ , _____ , _____

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C. Completion of Repairs:

- (1) Tenant may not repair or cause to be repaired any condition, regardless of the cause, without Landlord's 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's sole discretion.
- (2) Landlord is not obligated to complete a repair on a day other than a business day unless required to do so by the Property Code.

D. Payment of Repair Costs:

- (1) Except as otherwise specified in this lease, Landlord 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 18. This includes, but is not limited to, repairs to the following items not caused by Tenant or Tenant's negligence:
 - (a) heating and air conditioning systems;
 - (b) water heaters; or
 - (c) water penetration from structural defects.
- (2) Landlord will NOT pay to repair the following items unless caused by Landlord's negligence:
 - (a) conditions caused by Tenant, an Occupant, or any guest or invitee of Tenant;
 - (b) damage to doors, windows, and screens;
 - (c) damage from windows or doors left open;
 - (d) damage from wastewater stoppages caused by foreign or improper objects in lines that exclusively serve the Property;
 - (e) items that are cosmetic in nature with no impact on the functionality or use of the item; and
 - (f) the following specific items or appliances: N/A

E. Trip Charges: If a repair person is unable to access the Property after making arrangements with Tenant to complete the repair, Tenant will pay any trip charge the repair person may charge, which amount may be different from the amount stated in Paragraph 14C.

F. Advance Payments and Reimbursements: Landlord may require advance payment of repairs or payments under this Paragraph 18 for which Tenant is responsible. Tenant must promptly reimburse Landlord the amounts under this Paragraph 18 for which Tenant is responsible.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS:

- A. Subchapter D, Chapter 92, 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 of the dwelling; (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 of the dwelling. Landlord has rekeyed the security devices since the last occupant vacated the Property or will rekey the security devices within 7 days after Tenant moves in. "Security device" has the meaning assigned to that term in §92.151, Property Code.

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- B. 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 may be paid by Tenant in advance in accordance with §92.162(c), Property Code, and may be installed only by contractors authorized by Landlord.
- C. If Tenant vacates the Property in breach of this lease, Landlord may deduct from the security deposit reasonable costs incurred by Landlord to rekey security devices as authorized by §92.156(e), Property Code.

20. SMOKE ALARMS: Subchapter F, Chapter 92, Property Code requires the Property to be equipped with smoke alarms in certain locations. Requests for additional installation, inspection, or repair of smoke alarms must be in writing. Disconnecting or intentionally damaging a smoke alarm or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under §92.2611, Property Code.

21. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, 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, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, condition of the Property, environmental contaminants (for example, carbon monoxide, asbestos, radon, lead-based paint, mold, fungus, etc.), or other occurrences or casualty losses. Unless prohibited by law, Tenant will promptly reimburse Landlord for any damages, injuries, or losses to person or property caused by Tenant, Tenant's guests, any occupants, or any pets or assistance animals, including cost of repairs or service to the Property.

22. HOLDOVER: If Tenant fails to vacate the Property at the time this lease ends Tenant will pay Landlord rent for the holdover period and indemnify Landlord 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. RESIDENTIAL LANDLORD'S LIEN: Landlord will have a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien. Landlord may collect a charge for packing, removing, or storing property seized in addition to any other amounts Landlord is entitled to receive. Landlord may sell or dispose of any seized property in accordance with the provisions of §54.045, Property Code.

24. SUBORDINATION: This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to: (i) any lien or encumbrance now or later placed on the Property by Landlord; (ii) all advances made under any such lien or encumbrance; (iii) the interest payable on any such lien or encumbrance; (iv) any and all renewals and extensions of any such lien or encumbrance; (v) any restrictive covenant; and (vi) the rights of any owners' association affecting the Property.

25. CASUALTY LOSS OR CONDEMNATION: Section 92.054, Property Code governs the rights and obligations of the parties regarding a casualty loss to the Property. Any proceeds, payment for damages, settlements, awards, or other sums paid because of a casualty loss to the Property will be Landlord's sole property. For the purpose of this lease, any condemnation of all or a part of the Property is a casualty loss.

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& Tenants:  , _____ , _____ , _____

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26. SPECIAL PROVISIONS: *(Do not insert a lease-option or lease-purchase clause without the assistance of legal counsel. Special obligations and liabilities under statute apply to such transactions.)*

StarPointe Realty Management, LLC may receive commissions, rebates, discounts, fees and/or other compensation from vendors, parties, brokers and/or other companies from services offered to clients and customers through StarPointe Realty Management, LLC.

27. DEFAULT:

- A. If Landlord fails to comply with this lease, Tenant may seek any relief provided by law.
- B. 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:
 - (1) Landlord may terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - (2) all unpaid rents which are payable during the remainder of this lease or any renewal period will be accelerated without notice or demand;
 - (3) Landlord may exercise Landlord's lien under Paragraph 23 and any other rights under this lease or the Property Code;
 - (4) all unpaid amounts, including judgments, will bear 18% interest or the maximum amount allowed by law per year from the due date, compounded annually; and
 - (5) Tenant will be liable for:
 - (a) any lost rent;
 - (b) Landlord's cost of reletting the Property including but not limited to leasing fees, advertising fees, utility charges, and other fees reasonably necessary to relet the Property;
 - (c) repairs to the Property for use beyond normal wear and tear;
 - (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest;
 - (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and
 - (f) any other recovery to which Landlord may be entitled by law.
- C. Notice to vacate under Paragraph 27B(1) may be by any means permitted by §24.005, Property Code.
- D. If Tenant vacates the Property in breach of this lease, Landlord may also deduct from the security deposit the reasonable costs to rekey certain security devices, as provided in Paragraph 19.
- E. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by attempting to relet the Property to acceptable tenants and reducing Tenant's liability accordingly.

28. EARLY TERMINATION: This lease begins on the Commencement Date and ends on the Expiration date unless: (i) renewed under Paragraph 4; (ii) extended by written agreement of the parties; or (iii) terminated earlier under Paragraph 27, by agreement of the parties, applicable law, or this Paragraph 28. Unless otherwise provided by law, 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.

- A. Special Statutory Rights 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 or stalking.

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- (1) **Military:** If Tenant is or becomes a servicemember or a dependent of a servicemember, Tenant may terminate this lease by delivering to Landlord 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. 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, Property Code governs the rights and obligations of the parties under this paragraph.
- (2) **Family Violence:** Tenant may terminate this lease if Tenant provides Landlord with a copy of documentation described under §92.016, Property Code protecting Tenant or an occupant from family violence committed by a cotenant or occupant of the Property. §92.016, Property Code governs the rights and obligations of the parties under this paragraph. If the family violence is committed by someone other than a cotenant or co-occupant of the Property, Tenant must give written notice of termination 30 days prior to the effective date of the notice.
- (3) **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 Landlord with the documentation required by §92.0161, Property Code. For more information about the types of situations covered by this provision, Tenant is advised to review §92.0161, Property Code.

B. Assignment, Subletting and Replacement Tenants:

- (1) Tenant may not assign this lease or sublet the Property without Landlord's written consent.
- (2) If Tenant requests an early termination of this lease under this Paragraph 28B, Tenant may attempt to find a replacement tenant and may request Landlord to do the same. Landlord may, but is not obligated to, attempt to find a replacement tenant under this paragraph.
- (3) Any assignee, subtenant, or replacement tenant must, in Landlord's discretion, be acceptable as a tenant and must sign: (a) a new lease with terms not less favorable to Landlord than this lease or otherwise acceptable to Landlord; (b) a sublease with terms approved by Landlord; or (c) an assignment of this lease in a form approved by Landlord.
- (4) At the time Landlord agrees to permit an assignee, subtenant, or replacement tenant to occupy the Property, Tenant will pay Landlord:
 - (a) if Tenant procures the assignee, subtenant, or replacement tenant:

☐ (i) \$ _____ .
☒ (ii) 25.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
 - (b) if Landlord procures the assignee, subtenant, or replacement tenant:

☐ (i) \$ _____ .
☒ (ii) 25.000 % of one's month rent that the assignee, subtenant, or replacement tenant is to pay.
- (5) Unless expressly stated otherwise in an assignment or sublease, Tenant will not be released from Tenant's obligations under this lease because of an assignment or sublease. An assignment of this lease or a sublease of this lease without Landlord's written consent is voidable by Landlord.

29. 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.

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Landlord or Landlord's Representative:

& Tenants:



, _____, _____, _____

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Residential Lease concerning: _____

30. 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.

31. ADDENDA: Incorporated into this lease are the following addenda, exhibits and other information. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at Landlord's discretion, amend from time to time.

- ☒ Addendum Regarding Rental Flood Disclosure
- ☐ Addendum Regarding Lead-Based Paint
- ☐ Inventory & Condition Form
- ☐ Landlord's Additional Parking Rules
- ☒ Animal Agreement
- ☐ Mold Remediation Consumer Protection
- ☐ Residential Lease Guaranty
- ☒ Addendum To Lease

- ☐ Agreement Between Brokers
- ☐ Landlord's Rules & Regulations
- ☐ Owners' Association Rules
- ☐ Pool/Spa Maintenance Addendum
- ☒ Residential Lease Application
- ☐ Bed Bug Addendum
- ☒ Insurance Addendum
- ☒ Fee in Lieu of Security Deposit Addendum

32. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by electronic transmission to *(Do not insert an e-mail address or a fax number unless the party consents to receive notices under this lease at the e-mail address or fax number specified.):*

Tenant at the Property and a copy to:

E-mail/Fax: madalepreston@gmail.com

E-mail/Fax: _____

Landlord c/o:

StarPointe Realty Management, LLC

1604 S W S Young Dr.

Killeen, TX 76543

E-mail/Fax: Rentals@StarPointeRealty.com

E-mail/Fax: _____

33. AGREEMENT OF PARTIES:

- A. Entire Agreement: There are no oral agreements between Landlord and Tenant. This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties to this lease and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its extension, its renewal, or its termination is binding on all Tenants executing this lease.
- D. Waiver: Landlord's past delay, waiver, or non-enforcement of a rental due date or any other right will not be deemed to be a waiver of any other breach by Tenant or any other right in this lease.
- E. 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.
- F. Controlling Law: The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this lease.

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& Tenants:  , _____ , _____ , _____

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- G. Copyright: If an active REALTOR® member of Texas REALTORS® does not negotiate this lease as a party or for one of the parties, with or without assistance by an active member of the State Bar of Texas, this lease is voidable at will by Tenant.

34. INFORMATION:

- A. Future inquiries about this lease, rental payments, and security deposits should be directed to the person listed for receipt of notices for Landlord under Paragraph 32.
- B. It is Tenant's responsibility to determine, before signing this lease, if: (i) all services (e.g., utilities, connections, schools, and transportation) are accessible to or from the Property; (ii) such services are sufficient for Tenant's needs and wishes; and (iii) Tenant is satisfied with the Property's condition.
- C. The brokers to this lease have no knowledge of whether Landlord is delinquent in the payment of any lien against the Property.
- D. Unpaid rent and any unpaid amount under this lease are reportable to credit reporting agencies.
- E. Landlord is not obligated to respond to any requests for Tenant's rental and payment history from a mortgage company or other prospective landlord until Tenant has given notice of termination of this lease and Tenant is not in breach of this lease. (*Notice: Landlord or Landlord's agent may charge a reasonable fee for processing such information.*)
- F. If all occupants over 18 years of age die during this lease, Landlord may: (i) permit the person named below to access the Property at reasonable times in Landlord's or Landlord's agent's presence; (ii) permit the named person to remove Tenant's personal property; and (iii) refund the security deposit, less deductions, to the named person. Section 92.014, Property Code governs procedures to follow regarding a deceased tenant's personal property and security deposit. (*Do not insert Tenant or Occupant names below.*)

Name: Kimberly Walker

Phone: (912)318-8190

Address: 3803 Flatrock Mountain Dr

E-mail: Kimberly.walker@yahoo.com

- G. If a tenant who is the sole occupant of the Property dies before the expiration of the tenant's lease, a representative of the estate or the person named in Paragraph 34(F) may terminate the tenant's rights and obligations under the lease if the representative or the person named in Paragraph 34(F) provides to the Landlord written notice of the termination of the lease as required by Section 92.0162, Property Code and the deceased tenant's property is removed from the leased premises in accordance with Section 92.014 of the Property Code and the representative or the person named in Paragraph 34(F) signs an inventory of the removed property if required by the landlord. Termination of a lease is effective on the later of:
- (1) the 30th day after the date on which the notice under Section 92.0162, Property Code was provided; or
 - (2) the date on which all of the conditions in under Section 92.0162, Property Code have been met.
- H. The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain areas (see www.txdps.state.tx.us under on-line services). For information concerning past criminal activity in certain areas, contact the local police department.

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& Tenants: _____



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- I. Landlord's insurance does not cover Tenant from loss of personal property. Landlord highly recommends that Tenant obtain liability insurance and insurance for casualties such as fire, flood, water damage, and theft.
- J. Landlord's broker, **StarPointe Realty Management, LLC**,
☒ will ☐ will not act as the property manager for landlord. If Property is not managed by above-named broker, Property will be managed by ☐ Landlord or ☒ property manager for Landlord:
 Name of property manager: _____ Phone: _____
 Address: _____ E-mail: _____
- K. This lease should not be used in conjunction with executory contracts of any type, such as contracts for deed, leases with options to purchase, or lease options, without the advice of an attorney.
- L. **This lease is negotiable between the parties. This lease is binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this lease, consult your attorney BEFORE signing.**


 Jacob M. Matheny 11/09/22
 Landlord Date

 Jacob M. Matheny
Elizabeth M. Matheny 11/09/22
 Landlord Date

Elizabeth M. Matheny

Or signed for Landlord under written property management agreement or power of attorney:

By:  CJ Rogers 11/02/22
 Date

 Madison A. Preston 11/02/2022
 Tenant Date

Madison A. Preston
 Tenant Date

Tenant Date

Tenant Date

Broker's Associate's Printed Name

CJ Rogers 9003261
 Broker's Printed Name License No.

StarPointe Realty Management, LLC
 Firm Name

For Landlord's Use:

On November 2, 2022 * (date), Landlord provided a copy of the lease, signed by all parties, to
Madison A. Preston (Tenant) by ☐ mail ☒ e-mail ☐ fax ☐ in person.

Note: Landlord must provide at least one copy of the lease to at least one Tenant **no later than three business days after the date the lease is signed by each party to the lease. Additionally, if more than one tenant is a party to the lease, no later than three business days after the date the Landlord receives a written request for a copy of a lease from a tenant who has not already received one as required above, the Landlord must provide a copy to the requesting tenant. Landlord may provide the copy of the lease in: (1) a paper format; (2) an electronic format if requested by the tenant; or (3) by e-mail if the parties have communicated by e-mail regarding the lease. See § 92.024, Property Code, for more details.*





(TXR-2001) 07-08-22 Landlord or Landlord's Representative:   & Tenants:  , _____ , _____ , _____

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FEE IN LIEU OF SECURITY DEPOSIT ADDENDUM

1. **Lease Description.** This is an addendum to the Lease Contract (“Lease”) for the Property located at, 223 N Mary Jo Dr Unit A Harker Heights, TX 76548-1010 executed by Madison A. Preston
 (“Tenant”) Jacob Matheny, Elizabeth Matheny (“Landlord”) on the 2nd day of November, 2022.
2. **SECURITY DEPOSIT.** A security deposit is any advance of money, other than a rental application deposit or an advance payment of rent, that is intended primarily to secure performance under a lease of a dwelling that has been entered into by a landlord and a tenant.
3. The landlord offers to waive the one-time security deposit in exchange for payment of the monthly fee indicated below for the term of the lease agreement to secure occupancy without a requirement of paying the security deposit.
4. Monthly Fee Amount: \$42.00
5. The monthly fee is **NOT refundable**.
6. Payment of the fee does not eliminate, release, or otherwise limit the requirements of the lease including that the tenant must pay for:
 - a. Rent as rent becomes due; and
 - b. Damages for which the tenant is legally liable under the lease, other than normal wear and tear; and
 - c. The fee is not paying for insurance that covers the tenant or otherwise changes the tenant’s obligation to pay rent and damages beyond normal wear and tear.
7. The tenant may choose to terminate the fee in lieu of security deposit program and provide a security deposit at any time during the lease with a 30-day notice.
 - a. StarPointe Realty Management will provide the security deposit amount at that time based on the current rental market.
 - b. The security deposit must be paid with certified funds before the fee in lieu of security deposit will be terminated.

Tenant(s)  Landlord(s)   Manager 

8. The Fee in Lieu of Security Deposit program managed by StarPointe Realty Management, LLC outlined in this agreement will be null and void if the property ceases to be managed by StarPointe Realty Management, LLC. The tenant will no longer be responsible for the program fee and the aforementioned services will no longer be provided to the tenant. Tenant will then be required to provide a security deposit to the new landlord/management company.
9. By signing my name below, I affirm that I have read and understand the terms of this Fee In Lieu of Security Deposit Addendum to the Residential Lease, had the opportunity to consult with legal counsel and agree that I will be jointly and severally liable for the complete fulfillment of the terms of this addendum.



11/02/22

 Tenant Madison A. Preston Date

 Tenant Date

 Tenant Date

 Tenant Date





11/09/22

 Landlord Jacob M. Matheny Date



11/09/22

 Landlord Elizabeth M. Matheny Date



11/02/22

 StarPointe Realty Management Date
 CJ Rogers



ANIMAL AGREEMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 223 N Mary Jo Dr Apt A, Harker Heights, TX 76548-1010

A. ANIMAL AUTHORIZATION AND DESCRIPTION:

- (1) An assistance animal is not a pet. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.
- (2) Tenant may not keep any animal on the Property, other than an assistance animal, unless specifically authorized by this agreement. "Animal" includes all animals, whether mammal, reptile, bird, fish, rodent, or insect.
- (3) Tenant may keep the following animal(s) on the Property until the above-referenced lease ends.

Type: Cat Breed: American Shorthair Name: Ko
Color: Grey Weight: 13 lbs Age: 2 Gender: Male
Spayed/Neutered? ☒ yes ☐ no Rabies Shots Current? ☒ yes ☐ no Assistance Animal ☐ yes ☒ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

Type: _____ Breed: _____ Name: _____
Color: _____ Weight: _____ Age: _____ Gender: _____
Spayed/Neutered? ☐ yes ☐ no Rabies Shots Current? ☐ yes ☐ no Assistance Animal ☐ yes ☐ no

B. CONSIDERATION: This Paragraph does not apply to assistance animals. In consideration for Landlord's authorization for Tenant to keep the animal(s) described in Paragraph A on the Property, the parties agree to the following. (Check any one or any combination of the following.)

- ☐ (1) On or before the date Tenant moves into the Property, Tenant will pay Landlord an animal deposit of \$ _____. The animal deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the animal is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.
- ☒ (2) The monthly rent in the lease is increased to \$ \$1,225.00.
- ☒ (3) Tenant will, upon execution of this agreement, pay Landlord \$ 350.00 as a one-time, non-refundable payment.

(TXR-2004) 07-08-22 Initialed for Identification by Tenants: MAP, _____, _____, _____ and Landlord: MM, EMM Page 1 of 3

223 N Mary Jo Dr Apt A
Harker Heights, TX 76548-1010

Animal Agreement concerning _____

C. ANIMAL RULES: Tenant must:

- (1) take all reasonable action to ensure that any animal does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any animal;
- (3) keep the rabies shots of any animal current;
- (4) confine any animal that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
- (5) confine any animal, other than a dog or cat, that is not an assistance animal in appropriate cages at all times;
- (6) promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any animal.

D. ACCESS: Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

E. DISCLOSURE CONCERNING ANIMALS:

- (1) Is Tenant aware of whether any of the animals described under this addendum has ever bitten or injured another person? ☐ Yes ☒ No

If yes, explain: _____

- (2) Is Tenant aware of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone? ☐ Yes ☒ No

If yes, explain: _____

F. TENANT'S LIABILITY:

- (1) Tenant is responsible and liable for:
- (a) any damage to the Property or any item in the Property caused by any animal;
 - (b) any personal injuries to any person caused by any animal; and
 - (c) any damage to any person's property caused by any animal.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, 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, or landscaping.

G. INDEMNIFICATION: Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any animal or Tenant.

H. DEFAULT: If Tenant breaches any provision in this animal agreement, Landlord may exercise all or any of the remedies described under Paragraph 9B of the lease.

(TXR-2004) 07-08-22 Initialed for Identification by Tenants:



_____, _____, _____ and Landlord:





Page 2 of 3

I. SPECIAL PROVISIONS:

- Tenant agrees that any/all damages made by their animal become their responsibility to repair/replace. They are personally liable for the costs and will complete all animal related repairs prior to the end of their lease.
- Prorated pet rent in the amount of \$25.00 due November 2, 2022.

 Jacob M. Matheny 11/09/22
Landlord **Jacob M. Matheny** Date

 Elizabeth M. Matheny 11/09/22
Landlord **Elizabeth M. Matheny** Date

Or signed for Landlord under written property management agreement or power of attorney:

By:  CJ Rogers 11/02/22

Printed Name: CJ Rogers

Firm Name: StarPointe Realty Management, LLC

 Madison A. Preston 11/02/2022
Tenant **Madison A. Preston** Date

Tenant _____ Date





Tenant _____ Date

Tenant _____ Date







ADDENDUM TO LEASE

1. **Lease Description.** This is an addendum to the Lease Contract ("Lease") for the Property located at, 223 N Mary Jo Dr Unit A Harker Heights, TX 76548-1010 executed by Madison A. Preston ("Tenant") Jacob Matheny, Elizabeth Matheny ("Landlord") on the 2nd day of November, 2022.
2. The StarPointe Realty Management Resident Benefits Package (RBP) delivers savings and convenient, professional services that make taking care of your home second nature at a cost of \$40 a month, payable on the 1st of every month. Tenant and Landlord mutually agree that the Resident Benefits Package is defined as follows and variations of inclusions may exist due to property specifications. The total monthly cost of the Resident Benefits Package is all-inclusive, and no discounts will be given if any element(s) of the package is unavailable due to a lack of HVAC or other property-specific limitation.
 - a. **HVAC Filter Delivery:** A portion of Tenant's total amount due will be used to have HVAC filters delivered to their home approximately every 30 days, or as required by your HVAC system. Tenant shall properly install the filter that is provided within two (2) days of receipt. Tenant hereby acknowledges that the filters will be dated and subject to inspection by Landlord upon reasonable notice to verify replacement has been timely made. If at any time Tenant is unable to properly or timely install a filter, Tenant shall immediately notify Landlord in writing. Tenant's failure to properly and timely replace the filters is a material breach of this agreement and Landlord shall be entitled to exercise all rights and remedies it has against Tenant and Tenant shall be liable to Landlord for all damages to the property or HVAC system caused by Tenant's neglect or misuse. Landlord may charge a trip fee to perform the filter change, as required, at Tenant expense. Tenant acknowledges that if the property does not have an HVAC system, there will be no filter(s) provided and there is no discount to the overall Tenant cost of the package.
 - b. **Utility Concierge Service:** Tenant acknowledges that Landlord will make available a concierge service to Tenant to aid in utility, cable, internet, and other relevant service(s) activation. Tenant maintains the right to facilitate his/her own service activations. Tenant agrees to abide by all HOA and other lease restrictions and guidelines applicable to utilities.
 - c. **Resident Rewards:** Tenant acknowledges that a Tenant rewards program is made available to them by Landlord. Rewards are to be accessed online and are activated at Tenant's sole discretion through use of a mobile application provided by the rewards provider. Rewards will provide Tenant with available rewards as a preferred customer of Landlord.
 - d. **Credit Building:** Landlord provides credit reporting to cast positive payment history through a third-party service. Landlord is not responsible for any misrepresentation, erroneous reporting, and/or lack of reporting by the third-party service. Tenant understands that any disputes will be handled directly between Tenant and the third-party service.
 - e. **Home Buying Assistance:** Landlord's representative, StarPointe Realty Management, LLC, is a Licensed Real Estate Agent and/or Broker and offers buyer representation services and referrals to Tenants enrolled in the Resident Benefits Package for the purchase of real property. Compensation and detail of such services shall be agreed upon in a separate Agreement outside of this Lease.
 - f. **24-Hour Maintenance Coordination Service:** Landlord shall allow access to Tenant to report maintenance concerns outside of normal business hours via the online maintenance portal or by calling 254-213-3290.

Tenant(s)  Landlord(s)   Manager 

- g. **Online Portal Access:** Landlord agrees to provide Tenant online portal access for the purposes of reviewing pertinent documents, payment of Rent and other fee(s), and reporting maintenance concerns. Landlord reserves the right to restrict payment access to Tenant, at Landlord's sole discretion, should a pattern of delinquency arise and/or persist.
 - h. **Multiple Payment Methods:** All rental payments can be paid in a variety of ways using your Resident portal. Available options include ACH, Rent Money through participating retailers (as applicable), and in office. Restrictions of payment methods by the Landlord are permissible should a pattern of delinquency arise and/or persist. Any applicable fees are at the Tenant's expense.
 - i. **Vetted Vendors:** Landlord will ensure all third-party vendors are appropriately licensed, bonded, and insured.
 - j. **Periodic Preventative Maintenance:** Landlord and/or approved third-party vendor(s) will perform preventative maintenance visits. Tenant shall make Property available to Landlord and such vendors with reasonable notice.
 - k. **Liability and/or Personal Property Insurance:** Offered through Asset Protect for an additional \$15 per month.
 - l. **Limited Pest Control:** This will include four (4) visits. Covered pests are limited to Pill bugs (Rollie Pollies), American Cockroach (Water Bugs / Palmetto Bugs), Spiders, Earwigs, Crickets, Millipedes, Silverfish, Grasshoppers, Ground Beetles, Wasps, and Common Ants. Limited to pests inside or attached to the main residence.
 - m. **The Resident Benefits Package managed by StarPointe Realty Management, LLC outlined in this agreement will be null and void if the property ceases to be managed by StarPointe Realty Management, LLC. The tenant will no longer be responsible for the \$40 package fee and the aforementioned services will no longer be provided to the tenant.**
3. Tenant agrees to allow landlord and landlords representative to perform quarterly inspections of the property. Photographs will be taken of the inside and outside of the property to document property condition at the time of inspection. Our office will coordinate a date and time for inspections according to neighborhoods. Tenants will be notified of their appointment via email at least 2 calendar days in advance.
 4. The fee for an unauthorized occupant is equal to one month's rent.
 5. Tenant must use the Resident Inventory mobile application to conduct the inventory and condition inspection as per paragraph 15. B. of the lease agreement. There are not any alternate methods to complete the inspection.
 6. Tenants who are unavailable to schedule a date and time to meet vendors for authorized repairs can elect to have a representative from StarPointe Realty Management, LLC meet the vendor at the property to provide access and monitor activity. There will be a minimum charge of \$50 for this service.
 7. Review tenants' general responsibilities on page 8, paragraph 17, section A prior to requesting someone to come out and assist with operating something, as there will be a minimum \$50 service call fee. If tenant initiates a work order for any issue and technician finds the item performing as intended, tenant may be responsible for the cost of the service call. In addition, tenants may be responsible for any afterhours service call fee should a service call not be deemed an emergency. All charges such as trip charges, maintenance bills, etc. are subject to late fees should payment not be received within 72 hours from the initial posting date. Also, please refer to maintenance manual provided at move-in for additional guidelines about maintenance responsibilities.
 8. Tenants are required to fertilize the yard twice a year with the appropriate type of fertilizer and provide the receipt to StarPointe Realty through Property Meld. Fertilizer treatments must be completed in the months of March and October of every year. Tenant must purchase the proper type of fertilizer for the season and for the type of grass to avoid damaging the grass. A receipt or invoice must be uploaded to the meld for it to be closed out and mark as complete.
 9. StarPointe Realty Management, LLC will apply the carpet cleaning fee paid before lease signing to your carpet cleaning bill at move out. The carpet condition will be evaluated at the tenant move-out and additional charges may be assessed at that time.
 10. Upon move-out, the utilities are to remain on for **7 business days**. Utilities not kept on as required will be assessed a \$300 administration that will be deducted from your security deposit. Missed move-out inspections, arriving late to the inspection, not being ready for the move-out inspection or utilities not kept on at the time of the inspection, will incur a \$100 re-inspection fee.

Tenant(s)  _____ Landlord(s)   Manager 

11. Miscellaneous Fees, Charges, Penalties and Assessments (Not All Inclusive)

- Missed Appointment- \$50 minimum
- Trip Charge/Fee - \$75 minimum
- Dirty HVAC Filter- \$350 minimum
- Smoking Fee - \$500 minimum
- Unauthorized Satellite Dish Installation- \$300 minimum
- Preparation of Eviction Documents- \$50 minimum
- Eviction Court Appearance- \$100 minimum
- Yard Maintenance/HOA Violation- \$100 minimum + fee to correct
- Month to Month Fee - \$100
- Lease Renewal Fee - \$75
- Payments Made In-Office- \$10
- Lease Verification Requests (Rental or Mortgage) - \$15


 Madison A. Preston 11/02/22
 Tenant Madison A. Preston Date

Tenant Date

Tenant Date

 Jacob M. Matheny 11/09/22
 Landlord Jacob M. Matheny Date





 Elizabeth M. Matheny 11/09/22
 Landlord Elizabeth M. Matheny Date

 CJ Rogers 11/02/22
 StarPointe Realty Management Date
 CJ Rogers



Insurance Addendum (AssetProtect)

1. **Lease Description.** This is an addendum to the Lease Contract ("Lease") for the Property located at, 223 N Mary Jo Dr Unit A Harker Heights, TX 76548-1010 executed by Madison A. Preston ("Tenant") Jacob Matheny, Elizabeth Matheny ("Landlord") on the 2nd day of November, 2022.
2. The Tenant is required to maintain the following minimum required insurance coverage for the benefit of the Landlord through the entire term of the lease:
 - a. \$100,000 Limit for Resident's legal liability for damage to Landlord's real improved and personal property, including any fixtures, for no less than the following causes of loss: fire, smoke, explosion, backup, or overflow of sewer, drain or sump, water damage ("Required Insurance").
 - b. Tenant is required to furnish Landlord with evidence of Required Insurance acceptable to Landlord prior to occupancy of leased premises, at the time of each lease renewal period, and requested by Landlord during the Lease Agreement.
 - c. Tenant is required to name StarPointe Realty Management, LLC as an 'Additional Interest' or 'Additional Interested Party' on the insurance coverage as follows:
 - i. **StarPointe Realty Management, LLC, 1604 South W.S. Young Dr., Killeen, TX 76543**
3. Tenant has chosen to pay StarPointe Realty Management, LLC \$15 (fifteen dollars) a month non-refundable fee to purchase insurance provided by AssetProtect that will satisfy all the requirements of paragraph 2. a, b, and c/i.
4. Tenant may terminate AssetProtect insurance by doing the following:
 - a. Provide StarPointe Realty Management with a 30-day written notice in the Tenant portal.
 - i. Termination will be effective on the last day of the month following the month in which the notice is given. Landlord is not obligated to prorate the AssetProtect payment even if Tenant provides new insurance before the termination date.
 - b. Provide proof of insurance coverage which satisfies all the requirements in paragraph 2. a, b, and c/i.
5. **The AssetProtect insurance product provided through StarPointe Realty Management, LLC outlined in this agreement will be null and void if the property ceases to be managed by StarPointe Realty Management, LLC. The tenant will no longer be responsible for the \$15 fee and the aforementioned services will no longer be provided to the tenant. The new Landlord may require you to provide proof of insurance once the property has transferred.**

Tenant(s)  Landlord(s)   Manager 

6. By signing my name below, I affirm that I have read and understand the terms of this Insurance Addendum to the Residential Lease, had the opportunity to consult with legal counsel and agree that I will be jointly and severally liable for the complete fulfillment of the terms of this addendum.

Authentisign

 _____ 11/02/22
 Tenant Madison A. Preston Date

 Tenant Date

 Tenant Date


 Tenant Date

Authentisign

 _____ 11/09/22
 Landlord Jacob M. Matheny Date

Authentisign

 _____ 11/09/22
 Landlord Elizabeth M. Matheny Date

Authentisign

 _____ 11/02/22
 StarPointe Realty Management Date
 CJ Rogers



ADDENDUM REGARDING RENTAL FLOOD DISCLOSURE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2021.

**ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT 223 N Mary Jo Dr.,
Harker Heights, TX 76548-1004**

THIS ADDENDUM IS A DISCLOSURE OF LANDLORDS' KNOWLEDGE AS OF THE DATE SIGNED BY THE LANDLORD. IT IS NOT A WARRANTY OF ANY KIND NOR A PREDICTION OF FUTURE EVENTS BY LANDLORD, LANDLORD'S AGENTS, OR ANY OTHER AGENT.

A. 100-YEAR FLOODPLAIN. Landlord ☐ is or ☒ is not aware that the dwelling you are renting is located in a 100-year floodplain. If neither box is checked, you should assume the dwelling is in a 100-year floodplain. Even if the dwelling is not in a 100-year floodplain, the dwelling may still be susceptible to flooding. The Federal Emergency Management Agency (FEMA) maintains a flood map on its Internet website that is searchable by address, at no cost, to determine if a dwelling is located in a flood hazard area. Most tenant insurance policies do not cover damages or loss incurred in a flood. You should seek insurance coverage that would cover losses caused by a flood.

B. DAMAGE TO A DWELLING DUE TO FLOODING DURING THE LAST FIVE-YEAR PERIOD. Landlord ☐ is or ☒ is not aware that the dwelling you are renting has flooded at least once within the last five years.

**For purposes of this notice:*

"100-year floodplain" means any area of land designated as a flood hazard area with a one percent or greater chance of flooding each year by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.). A landlord is not required to disclose on the notice that the landlord is aware that a dwelling is located in a 100-year floodplain if the elevation of the dwelling is raised above the 100-year floodplain flood levels in accordance with federal regulations.

"Flooding" means a general or temporary condition of partial or complete inundation of a dwelling caused by: (A) the overflow of inland or tidal waters; (B) the unusual and rapid accumulation of runoff or surface waters from any established water source such as a river, stream, or drainage ditch; or (C) excessive rainfall.

The undersigned Tenant acknowledges receipt of the foregoing notice.

Authentisign
Jacob M. Matheny 08/29/2022
Landlord Jacob M. Matheny Date

Authentisign
Elizabeth M. Matheny 08/29/2022
Landlord Elizabeth M. Matheny Date

Authentisign
Madison A. Preston 11/02/22
Tenant Madison A. Preston Date

Tenant Date

Tenant Date

(TXR-2015) 1-01-22

Page 1 of 1

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 confidential 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.

<u>StarPointe Realty Management, LLC</u>	<u>9003261</u>	<u>Rentals@StarPointeRealty.com</u>	<u>(254)213-3290</u>
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
<u>Cornelius J. Rogers</u>	<u>336062</u>	<u>CJ@StarPointeRealtyCTX.com</u>	<u>(254)213-3290</u>
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
		11/02/22	
		Date	
Buyer/Tenant/Seller/Landlord Initials			

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date



MANAGEMENT
1604 South WS Young Dr.
Killeen, TX 76543
Office: (254) 213-3290

Video Acknowledgement Form

Address: 223 N Mary Jo Dr Unit A Harker Heights, TX 76548-1010

Tenant acknowledges watching the Texas Association of Realtors lease presentation video and agrees that all questions and/or concerns have been addressed at lease signing.

Tenant acknowledges receipt of **Tenant's Guide of Money Saving Tips for Maintaining Rental Home.**

Tenant acknowledges receipt of the following:

2 House Keys
 Garage Remotes
 Pool Keys
 HOA Documents
 Other: _____

Authentisign
Madison A Preston

11/02/22

Madison A. Preston

Date

Date

Date

Date