



# LEASE CONTRACT

CERTIFIED LEASE TEXAS

## PARTIES AND LEASED PREMISES

<b>Owner</b> THP West Campus, LLC	<b>Address</b> 1909 Rio Grande Street, Austin, TX 78705	<b>Phone</b> (512) 234-4888
<b>Resident</b> Arnav Chopra	<b>Address</b> 3002 Agave Loop, Round Rock, TX 78681 - US	<b>Phone</b> (512) 565-3784
<b>Email Address</b> arnav.chopra1864@gmail.com		
<b>Unit</b> 203-E	<b>Floorplan</b> Durango BS	
<b>Street Address</b> 1909 Rio Grande Street	<b>City</b> Austin	<b>State</b> TX
	<b>ZIP</b> 78705	<b>County</b> Travis

## LEASE TERM

<b>Type</b> <input type="checkbox"/> Move-In <input checked="" type="checkbox"/> Renewal	<b>Period</b> Twelve (12) Installments	<b>Start Date</b> 7/23/2024	<b>End Date</b> 7/21/2025	<b>Date Signed</b> October 2, 2023
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## RENT

<b>Payable To</b> THP West Campus, LLC	<b>Address</b> 1909 Rio Grande Street, Austin, TX 78705	<b>Phone</b> (512) 234-4888
<b>Office Hours</b> Weekdays- 10AM-6PM; Saturday- 11AM-4PM; *Subject to Change*	<b>Due On</b> 1st	<b>Late On</b> 4th
	<b>Fax</b> ( ) -	

## CHARGES

Animal Waste Removal	\$25.00	Unauthorized Animal	\$500.00	Daily Animal Charge	\$500.00
Late Payment	\$50.00	Dishonored Payment	\$25.00	Transfer Charge	\$500.00
Daily Late Charge	\$10.00	Reletting Charge	\$920.55		
<b>INSTALLMENT PAYMENTS</b>		<b>DEPOSITS</b>		<b>FEES</b>	
Rent	\$1,039.00	Security Deposit	\$0.00	Application Fee (Waived Fee - \$235.00)	\$0.00
Green Fee	\$15.00	<b>TOTAL SECURITY DEPOSIT</b> (Paid - \$0.00)	<b>\$0.00</b>	<b>TOTAL ONE-TIME FEES</b>	<b>\$0.00</b>
Landlord Liability	\$14.00				
Bedroom Window	\$15.00				
Utilities	\$0.00				
<b>TOTAL INSTALLMENT</b>	<b>\$1,083.00</b>				

THIS RESIDENTIAL LEASE CONTRACT (this "Agreement") is made and entered into as of the **2nd** day of **October, 2023**, by and between Owner of Residential Community ("Owner") and **Arnav Chopra** (hereinafter collectively "Residents"). Owner hereby leases to Residents the premises at **1909 Rio Grande Street #203-E, Austin, TX 78705** (the "Leased Premises"), located within **Signature 1909** (the "Residential Community"), for use exclusively as a private residence, and not for any other purpose. The Leased Premises may also include the rental of parking, storage and garage spaces, if applicable, which will be designated and included in a separate written agreement. Residents' performance of their obligations contained in this Agreement may be guaranteed by a third party. Any third-party guarantee agreements will be included with an attached to this Agreement. Owner's representatives, agents, affiliates, successors, assigns, employees, officers, and directors are hereby incorporated by reference to benefit from any and all waivers, releases, and limitations of liability made by Residents hereunder.

Any individual(s) assigned by Owner to share the Leased Premises with Residents, or to occupy another bedroom of the same apartment as Residents, under a separate Residential Lease Contract, shall be referred to hereinafter as "co-resident(s)." Unless otherwise specified in this Agreement, Residents acknowledge and agree that this Agreement is for the lease of a bed space or bedroom and not a specifically numbered apartment, which may be shared with co-residents. Residents have the joint right to use and occupy the Leased Premises's applicable common living areas with co-residents, including, but not limited to, kitchens, living rooms, bathrooms, laundry areas, storage areas, and any private balconies or patio attached to the Leased

Premises. Residents agree that Owner is not liable for any claims, actions, or damages relating to, arising out of, or connected with disputes among or between Residents and co-residents.

- 1. OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises shall be occupied solely by Residents and any co-residents, as assigned by Owner. No other persons may reside in, or otherwise occupy, the Leased Premises without Owner's prior written consent. Guests are not permitted to stay in the Leased Premises for more than three (3) consecutive days or six (6) total days in any one (1) month period, without Owner's prior written consent. Residents acknowledge that allowing unauthorized occupants to reside in the Leased Premises shall be deemed a material and incurable breach of this Agreement, and shall entitle Owner to serve Residents with a notice terminating the tenancy.

All changes in occupancy require Owner's prior written consent. If Owner consents to an occupancy change during the term of this Agreement, a new Residential Lease Contract or an amendment to this Agreement must be executed. Any assignment or subletting without Owner's prior written consent shall be void and may, at Owner's sole discretion, terminate this Agreement. Owner's acceptance of rent from any person, not identified as a Resident or a co-resident, shall be deemed to be the payment of rent on behalf of Residents and shall not constitute Owner's consent for said person to occupy or reside in the Leased Premises.

**1.1. Availability and Room Assignment.** To the extent practical and at Owner's sole discretion, Owner will attempt to honor Residents' request for specific bedroom or apartment types. Residents acknowledge that bedroom and apartment types are subject to availability, and Owner cannot guarantee the availability of requested bedroom or apartment type. Residents are not released from the obligations and liabilities under this Agreement if Owner is unable to accommodate Residents' request for a specific bedroom or apartment type. Additionally, Residents understand that the sums owed in this Agreement may vary depending on premiums assessed for bedroom or apartment size, location, or other values added or lost from the bedroom or apartment type originally requested by Residents, and Residents agree to pay these sums pursuant to the terms of this Agreement.

**1.2. Relocation.** In order to maximize operational efficiencies, Owner may, at its sole discretion, require Residents to relocate to another bedroom in the apartment or relocate to another apartment in the Residential Community. Owner reserves the right to relocate Residents at any time, with five (5) days prior written notice. Residents acknowledge and agree that variations to bedroom size, apartment size, location, and value may result from this form of relocation and that Owner shall not be liable to Residents for any costs incurred by such relocation. Additionally, Residents acknowledge and agree that failure or refusal to comply with such relocation will be deemed a violation of this Agreement.

**1.3. Transfers.** Residents shall not transfer or reside in another bedroom in the apartment or another apartment in the Residential Community, other than that which is assigned to Residents, without Owner's prior written consent. Residents may request a transfer, however Residents understand that such consent is predicated upon the need for a transfer and subject to availability based on the date of the request. If Owner, in its sole discretion, is able to accommodate Residents' request for a transfer, Residents agree to pay Owner, as a transfer charge, a sum of \$500.00, which shall be due prior to the effective date of the transfer. However, at Owner's sole discretion, Owner may not require a transfer charge from Residents if the transfer request is received within seven (7) days after the commencement of this Agreement. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent for any future transfers or right to future transfer charges.

- 2. TERM.** This Agreement shall be for a fixed lease term of twelve (12) installments, beginning on July 23, 2024 and ending at 12:00 P.M., on July 21, 2025 ("Term").

**2.1. Renewal** This Agreement will **NOT** automatically renew upon expiration of the Term. Prior to the expiration of the Term, Residents may be provided an opportunity to renew this Agreement, or sign a new Residential Lease Contract for an additional term or terms, in order to remain in the Lease Premises. If this Agreement is not renewed or a new Residential Lease Contract is not signed, Owner has the right to rent the Leased Premises to other residents upon the expiration of this Agreement.

- 3. SECURITY DEPOSIT.** Residents have deposited with Owner the sum of \$0.00, the receipt of which is hereby acknowledged as a security deposit. All or a portion of the security deposit may be retained by Owner in the event Residents become liable for any of the charges listed below. The retention of the security deposit shall not limit Owner's right to proceed against Residents for claims and damages exceeding the amount of the security deposit. **There is an additional animal deposit.** A separate animal addendum will detail the amount of the animal deposit. **Owner may satisfy the duty to refund the security deposit and sending the itemized deduction to a forwarding address provided by Residents which shall constitute notice to all Residents.**

Owner may recover amounts owed by Residents from the security deposit for any lawful reason including, but not limited to, the following: any damages or loss caused by Residents' default or breach of this Agreement; delinquent or unpaid rent; late fees; electricity; electricity, gas, water, sewer, storm water, or other utility charges; damages to the Leased Premises cause by simple neglect, intentional act, accident, or inaction; the replacement cost of fixtures or other items contained in

the Leased Premises that are damaged or destroyed; service charges; batteries for smoke detectors or other safety devices; unreturned, damaged or missing keys or entry devices; replacement light bulbs; reletting expenses; delinquent fees or unpaid deposits; the costs of rekeying or disabling unauthorized security systems and alarms; pet charges; government assessments against Owner caused by Residents or Residents' guests; trash removal; all costs associated with illegally parked vehicles, including removal; returned payment fees; and removal and storage of items left in the Leased Premises. If the security deposit does not cover all of Owner's loss, Residents are liable for any unsatisfied amounts.

4. **RENT.** Residents agree to pay to Owner, as total rent for the Leased Premises during the Term, the sum of **\$12,996.00**. Rent will be paid in installments of **\$1,083.00** due on or before the **1st** day of each month ("Due Date"), as follows:

INSTALLMENT DUE DATE	AMOUNT
1. August 1, 2024	\$1,083.00
2. September 1, 2024	\$1,083.00
3. October 1, 2024	\$1,083.00
4. November 1, 2024	\$1,083.00
5. December 1, 2024	\$1,083.00
6. January 1, 2025	\$1,083.00
7. February 1, 2025	\$1,083.00
8. March 1, 2025	\$1,083.00
9. April 1, 2025	\$1,083.00
10. May 1, 2025	\$1,083.00
11. June 1, 2025	\$1,083.00
12. July 1, 2025	\$1,083.00

Except as otherwise provided, rent shall be paid in full and received in advance, with no grace period and without demand, on or before the Due Date in the form of **ACH, Debit Card, Credit Card, eMoney Order, or International Bank Transfer through the online resident portal; additional fees may apply**. Rent and all other sums due to Owner will be payable to **Signature 1909**. The usual days and hours when payments may be made personally are: **N/A; all payments must be made using one of the aforementioned forms of payment. If Owner, in their sole discretion, accepts Residents' payment in the form of a physical check or money order, Residents agree to pay a \$4.99 payment processing fee per payment**. Payments made will not be held at the request of anyone - all payments made will be directly deposited. It is Residents' responsibility to be certain that each payment is actually received by Owner on or before its due date. Use of a rental payment drop box, if one is provided by Owner, is for Residents' convenience – the risk of receipt of funds by Owner when such box is used is Residents' risk, and not Owner's risk.

If in any month, rent is not paid before the **4th** day of the month, payment must be in the form of **eMoney Order or Resident Portal Card payment**. If Owner serves Residents with a notice to pay rent or surrender possession, which Owner may do on any date after the Due Date, any payment tendered following service of said notice must be in the form of **eMoney Order or Resident Portal Card payment**.

**4.1. Online Payments.** Residents are permitted to make rent payments via an online web-based service. Payment of rent online, while such service is provided by Owner, is for Residents' convenience - the risk of receipt of funds by Owner when such service is used is Residents', and not Owner's, risk. Furthermore, Residents hereby agree not to chargeback any rent payments made by credit card, debit card, EFT, ACH or any other electronic means to Owner. Residents shall pay Owner a sum of **\$25.00** for each chargeback, as a liquidated damage. In the event of a chargeback, Residents may, at Owner's option, be required to pay the rent and applicable late charges by **eMoney Order or Resident Portal Card payment**. If **two (2)** or more payments submitted by Residents are chargedback in any **twelve (12)** month period, Residents shall be required to pay all future rent and other charges by **eMoney Order or Resident Portal Card payment**.

5. **LATE PAYMENTS AND FEES.** Owner and Residents agree that it is and will be impracticable and extremely difficult to fix the actual damages suffered by Owner in the event Residents make a late payment of rent, or when Residents make a payment that is subsequently dishonored by the bank, and that the below charges represent a reasonable approximation of the damages Owner is likely to suffer from a late or dishonored payment. Owner and Residents further agree that this provision does not establish a grace period of the payment of rent, and that Owner may give Residents a written notice to pay or quit the Leased Premises in accordance with State law at any time after the payment is due. Owner shall have all remedies under the law and this Agreement in the event Resident fails to timely pay the rent or other amounts owed. At Owner's sole discretion, Owner may report any delinquent rent or other amounts owed to a credit reporting agency.

**5.1. Late Payments.** Residents shall pay the total amount of rent owed on or before the Due Date. If Residents fail to

timely pay all rent, Owner is entitled to a late fee of **\$50.00** on the **4th** day of the month and an additional late fee of **\$10.00** for each day thereafter until rent and all other fees are paid. Daily late charges will not exceed **fifteen (15)** days for any single month's rent or installment period. Pursuant to Texas Property Code § 92.019, late payment fees shall not exceed 10% of the rent due.

**5.2. Dishonored Payments.** Residents shall owe **\$25.00** for each dishonored payment plus any applicable late fees described in this Agreement until all amounts owed are paid. Residents must resolve dishonored payments caused as a result of a financial institution with the financial institution. Owner is unable to waive the charge for dishonored payments or any late fees. In the event of a dishonored payment, Residents may, at Owner's option, be required to pay the rent and applicable late charges by **eMoney Order or Resident Portal Card payment**. If **two (2)** or more payments submitted by Residents are, for any reason whatsoever, dishonored by the financial institution upon which it is drawn in any **twelve (12)** month period, Residents shall be required to pay all future rent and other charges by **eMoney Order or Resident Portal Card payment** plus any and all costs required in the collection of said payments.

**6. PAYMENTS.** Owner is not obligated to accept any payment for rent or other charge after it is due. Except for rent, all other charges are due immediately and to be paid upon Owner's demand. To the extent allowed by law, Owner first may apply payments received to any unpaid amounts other than rent, irrespective of any written or verbal requests by the Residents or when the charges may have been accrued.

**7. RENT INCREASES AND LEASE CHANGES.** Owner may notify Residents in writing of any increase in rent five (5) days before the final date that Residents are required to give their move-out notice. The new rent shall take effect on the date stated in the notice and after the current lease term expires. Owner may deliver the notice of an increase in rent via email or other electronic messaging service. Residents are not required to sign the written notice of rent increase or other documents for the new rent amount to take effect.

**8. COMPLIANCE WITH RULES, LAWS, AND REGULATIONS.** Residents hereby acknowledge receipt of a copy of the Residential Community's Policies and Rules (the "Rules"), which are incorporated into and made a part of this Agreement. Residents agree to abide by said Rules in all respects. Owner may make reasonable changes to the Rules upon providing thirty (30) days written notice to Residents, and Residents agree to abide by such changes if they are distributed and applicable to the Residential Community and do not change the rent. Failure to comply with the Rules shall be deemed a breach of this Agreement.

Residents agree not to harass, annoy, or endanger any other resident or person, or create or maintain a nuisance, or disturb the peace or solitude of any other resident, or commit waste in or about the Leased Premises. Residents are responsible for the conduct of any guests while present at the Residential Community. Residents further agree not to harass, verbally abuse, denigrate or otherwise disrespect Owner's employees, agents and/or contractors or interfere with Owner's business operations. Failure to abide by this policy may result in the termination of this Agreement.

Certain acts are considered to be contrary to the safety, well-being, peace, and enjoyment of the other residents of the Residential Community, and therefore, will be considered to be a breach of this Agreement. These include, but are not limited to: 1) violations of this Agreement, the Rules, or applicable fire, safety, health, or criminal laws, ordinances, or regulations, regardless of whether or where arrest or conviction occurs; 2) Residents giving incorrect or false answers in a rental application; 3) Residents being arrested, charged, detained, convicted, or given deferred adjudication or pretrial diversion for an offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, or drug paraphernalia in violation of applicable law, or any sex-related crime, including a misdemeanor; and 4) any illegal drugs or paraphernalia are found in the Leased Premises.

**9. REPLACEMENTS AND SUBLETTING.** Without the prior written approval of Owner, replacing Residents or subletting the Leased Premises is strictly prohibited. A replacement of Residents or sublease will be subject to Owner's policies and underwriting requirements, reimbursement of Owner's expenses in connection with the replacement or sublease, and final approval by Owner of the Residents' replacement or sublessee. Residents who are replaced or sublet the Leased Premises will continue to be liable for all of Residents' obligations of this Agreement, unless otherwise agreed to by Owner in writing. Replaced Residents' and Sublessors relinquish their rights to a refund of the security deposit, and their right to possess or otherwise occupy the Leased Premises, unless otherwise required by applicable law. Any attempt to replace any Residents or sublet the Leased Premises without Owners' prior written consent will be void. Residents shall not assign this Agreement.

**10. USE OF LEASED PREMISES AND COMMON AREAS.** Residents shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other residents or occupants of the building or injure or annoy them or use or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Further, Residents shall not cause, maintain, or permit any nuisance in, on, or about the Leased Premises, or commit any waste in or on the Leased Premises, and shall promptly notify Owner in writing of any defective or potentially defective conditions, in the Leased Premises, or in the Residential Community. Finally, Residents shall not

put the Leased Premises to any use that violates local zoning ordinances or any other law applicable to the Leased Premises. Residents agree to reimburse and indemnify Owner for all fines or other penalties incurred by Owner as a result of the violation of any statute, ordinance, regulation or other governmental restriction by Residents or Residents' guests. Nothing set forth herein shall be deemed as disallowing any use of the Leased Premises that cannot legally be prohibited.

Residents further agree to the following: 1) Residents must keep the Leased Premises and areas reserved for private use clean and sanitary; 2) trash must be disposed of at least weekly in appropriate receptacles; 3) passageways may be used only for entry or exit; 4) amenity areas must be used with care in accordance with the Rules and posted signs; 5) glass is prohibited in all common areas; 6) conducting business of any kind in the Leased Premises or the Residential Community is prohibited without Owner's prior written consent--any lawful business conducted at home by computer, mail, or telephone is permissible if permitted by local zoning ordinance and customers, clients, patients, or other business associates do not come to the Leased Premises for business purposes; 7) businesses allowed in a home by state or local statute or ordinance will be permitted with proper licensing and notification provided to Owner in advance of the operation of the business; 8) Owner may exclude from the Residential Community guests or others, who in Owner's judgment, have been violating the law, violating this Agreement or any community rules, which includes anyone who is disturbing other residents, neighbors, visitors, or Owner's representatives; 9) Owner may also exclude from any outside area or common area anyone who refuses to show identification or identify themselves as a guest or resident in the Residential Community; and 10) Residents agree to notify Owner if Residents are convicted of a felony, offense involving a controlled substance, violence to another or destruction of property or if any of the above register as a sex offender in any state. Any violation of these provisions shall be deemed a material and incurable breach of this Agreement and shall entitle Owner to serve Residents with notice terminating the tenancy.

**11. LEASED PREMISES AND FURNISHINGS.** Residents acknowledge that Residents have inspected the Leased Premises. Residents acknowledge that the Leased Premises are in a clean and good condition including painted surfaces, carpets, flooring, all furniture, furnishings, fixtures, equipment and appliances. It shall be conclusively presumed that said Leased Premises and all items, appliances and fixtures contained therein are in good working condition, unless Residents deliver a contrary statement in writing to Owner by the starting date of this Agreement. Residents agree to diligently maintain the Leased Premises, be responsible for the proper care of any and all furniture, furnishings, fixtures, appliances and equipment therein, and to keep the Leased Premises in a neat and clean condition. Residents promise to return the Leased Premises and all furniture, furnishings, fixtures, equipment and appliances to Owner in the same condition at the time Residents vacate the Leased Premises as when first rented, less normal wear and tear. Residents further acknowledge that the smoke detector and/or carbon monoxide detector is operable and it is the responsibility of Residents to maintain the smoke detector and/or carbon monoxide detector in accordance with law and the manufacturer's recommendations. Residents must promptly report non-functional smoke and/or carbon monoxide alarms to Owner so repairs can be made.

All appliances are installed per manufacturers' specifications and may be anchored. Residents shall not move, un-hook, or relocate any appliance connected to a gas/water source or floor drain connection at any time. Residents agree to promptly notify in writing (service request form) or by electronic notification to Owner of any defects, dilapidations, dangerous conditions, or other needed repairs as said conditions become evident. Residents agree to immediately reimburse Owner for any sums incurred by Owner to repair the Leased Premises or any item, fixture, appliance or appurtenance damaged by the misuse or neglect of Residents or Residents' guests. This Agreement may not be terminated due to interruption of any service, including necessary repairs, beyond the control of Owner, unless otherwise required by law.

**11.1. Smoke Detectors.** Residents are prohibited from disconnecting or intentionally damaging smoke detectors. Residents must immediately remove and replace the smoke detectors dead battery with a working battery. Failure to comply with this provision may subject Residents to damages and civil penalties under Tex. Prop. Code § 92.2611.

**11.2. Security Devices.** Subject to certain exceptions and limitations, Owner will provide: 1) a window latch on each exterior window of the Leased Premises; 2) a doorknob lock or keyed dead bolt on each exterior door; 3) a sliding door pin lock on each exterior sliding glass door of the Leased Premises; 4) a sliding door handle latch or a sliding door security bar on each exterior sliding door of the Leased Premises; 5) a keyless bolting device and a door viewer on each exterior door of the Leased Premises; and 6) any other requirements provided for by applicable law. At Owner's expense, Owner will rekey a security device operated by a key, card, or combination no later than the seventh (7) day after each Residents' turnover date. At Residents' request and expense, Owner will perform additional rekeying or change a security device. **If Residents vacate the Leased Premises in breach of this Agreement, Owner may deduct the reasonable cost incurred by Owner to rekey a security device from Residents' security deposit.**

**12. UTILITIES.** Owner agrees, at Owner's expense, to furnish the following utilities to the Leased Premises: ☒ **Cable** ☒ **Internet** ☒ **Trash**. Residents agree to pay all charges (including utility deposits) not supplied by Owner, assessed by the utility provider (or Owner, or Owner's designated Billing Party) in connection with Residents' use of utilities during the term of this Agreement, or the period of occupancy by Residents, whichever is longer. Residents agree to pay the utility bills for which they are responsible and ensure that utilities remain connected for the duration of the Term or any renewal period.



Residents shall properly use all electrical, gas and plumbing fixtures and appliances only for their intended purposes. Residents shall not install or operate any additional equipment or appliance, including, but not limited to, portable generators, additional refrigerators and freezers, a dishwasher, washing machine, clothes dryer or an air conditioning unit in the Leased Premises unless supplied by Owner or with Owner's prior written approval. Residents will be responsible for the following utilities: ☒ **Electricity** ☒ **Water** ☒ **Sewer** .

Owner may modify the method by which the utilities are furnished to the Leased Premises or billed to Residents during the term of this Agreement. In the event of interruption or failure of utility services that Owner is required to furnish, Owner shall use reasonable diligence in its efforts to restore such services. Owner shall not be liable for any damages directly or proximately caused by interruption or failure of utility service unless such interruption or failure of utility service is solely due to Owner's failure to pay to the service provider for the provision of such services to the Leased Premises.

Owner reserves the right, at any time a past due balance is owing on the utilities, to apply any and all funds received from Residents, including funds paid as rent, first to the past due balance and then any remaining funds will be applied to Rent. Residents agree to this allocation of funds despite any limiting or restrictive endorsement contained on the payment. Further, if Residents fail to pay any utility charges that are to be paid by Residents, Owner may, at its option, pay such charges in full to retain continuing utility services and bill Residents such charges as additional rent together with the regular monthly rental payment on the Due Date of the month next following the date of such billing. When Residents move from the Leased Premises, the utility charges will be charged to and deducted from the security deposit. It is understood and agreed between Owner and Residents that in the event sub-metered or allocation payments are not made when due, it shall be considered a default under this Agreement.

**12.3. Connecting Utilities.** Utilities which are individually metered must be connected in Residents' names and Residents are responsible for notifying the utility provider with any changes and move-out date so the meter can be timely read. In certain areas, Residents may be able to choose between utility providers. If Residents choose to use a different provider than that of Owner, Residents must provide Owner with written notice and must pay any applicable provider fees, including but not limited to, changing the service back to Owner's name after Residents move out. Owner will attach an addendum to this Agreement if a utility is sub-metered or pro-rated by an allocation formula.

**13. DAMAGES, ALTERATIONS, AND REPAIRS.** Residents agree not to destroy, damage, deface or remove any part of the Leased Premises or Residential Community or permit any persons or animals to do so and to assume all liability for damages other than ordinary wear and tear. Residents shall make no alterations to the Leased Premises without the prior written consent of Owner. Any alteration made to the Leased Premises by Residents after that consent has been given, and any fixtures installed as a part of that work, will at Owner's option become the Owner's property on the expiration or earlier termination of this Agreement, provided, however, that Owner shall have the right to require Residents to remove any fixtures at Residents' cost on termination of this Agreement. Residents shall notify Owner of any dilapidations or other defective conditions on the Leased Premises that require repairs. Residents agree not to install additional or different locks, gates or alarms on any doors or windows of the Leased Premises without written permission of Owner. If Owner approves Residents' request to install such mechanisms, Residents agree to provide Owner with a key for each lock.

**EXCEPT IN CASES OF EMERGENCIES OR FAIR HOUSING ACCOMODATIONS, ALL NOTICES FROM RESIDENTS TO OWNER REGARDING REPAIRS, SERVICES, OR SECURITY MUST BE SIGNED BY RESIDENTS AND PROVIDED TO OWNER IN WRITTEN OR ELECTRONIC FORM ONLY, AS SPECIFIED BY OWNER.** Verbal requests from Residents, as well as written notes by Owner, Owner's employees, or agents will not be considered proper notice under this provision, and Owner's compliance with Residents' verbal requests does not constitute waiver of the strict requirements of this Section. Incidents constituting emergencies include situations where persons or property are in danger of imminent harm, such as fire, smoke, flooding water or active criminal activity. Residents must immediately notify Owner of any repairs, service issues, or security issues in the Leased Premises or at the Residential Community. Owner may terminate this Agreement upon reasonable notice to Residents if the Leased Premises are substantially damaged or the performance of services or repairs creates a danger to Residents, and Owner may remove Residents' personal property if it poses a safety or health hazard. Owner may temporarily interrupt services as needed to prevent property damage or perform repairs, which will not constitute a reduction in services entitling Residents to an abatement of rent, unless required by law.

**14. RISK OF LOSS OF RESIDENT'S PROPERTY.** Residents shall bear the risk of loss of any and all of Residents' personal property whether located in the Leased Premises, in garage/carport, designated storage areas or anywhere within the Residential Community. Residents agree not to hold Owner, its agents and/or employees liable in any manner for or on account of any loss or damages sustained by reason of the acts or omissions of third parties, or arising from any casualty (including but not limited to fire, smoke, rain, flood, water and pipe leaks, mold, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism, unless otherwise required by law). Residents understand and agree that Residents or Residents' guests are not beneficiaries of any insurance policies held by Owner or Owner's agents. Residents are required to purchase and maintain personal liability insurance with a coverage limit of no less than **\$100,000.00** for the Term and any renewal periods. Residents will be in material breach of this Agreement if they fail to comply with the

requirements of this provision.

- 15. ANIMALS.** No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving one (1) days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. If Residents violate any of the animal restrictions of this Agreement or published rules of the Leased Premises, Residents will pay an initial charge of \$500.00 per animal and a daily charge of \$500.00 per animal from the date the animal was brought onto the Leased Premises until it is removed. Owner will also have all other remedies at law and by this Agreement for such violation. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Agreement and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions. However, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.
- 16. HOLD HARMLESS FOR GUESTS.** Residents agree to defend, protect, indemnify, and hold harmless Owner and Owner's agents against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action, and expenses, brought by Residents' guests, or any other person in the Leased Premises with Residents' permission. If any action or proceeding is brought against Owner or Owner's agents by reason of any such claim, upon notice from Owner, Residents shall defend the same at Residents expense by counsel reasonably satisfactory to Owner. Owner is not liable for damage to doors, window, or screens; damage caused by open windows or doors; or damage cause by wastewater stoppage in pipes exclusively serving the Leased Premises unless the damage or stoppage is due to Owner's negligence. Residents must pay for repair and/or replacement for the damage detailed above. Owner may require payment from Residents in advance of repairs or at any other time and delay in demand for payment by Owner does not constitute waiver by Owner.
- 17. DELIVERY OF LEASED PREMISES.** If, for any reason, Owner is unable to provide occupancy to Residents by the scheduled first day of the Term, this Agreement will continue to be in effect, and Residents' may elect one of the following remedies: a) a prorated daily abatement of rent until the date that Owner delivers possession of the Leased Premises; or b) Residents may terminate this Agreement up until such time as Owner delivers possession. Owner will have no liability to Residents if there is a delay of possession other than to refund any amounts paid to Owner under this Agreement. Residents' failure to take occupancy of the Leased Premises due to issues of cleanliness, repairs, or services, does not constitute a failure of Owner to deliver possession of the Leased Premises.
- 18. RESPONSIBILITIES OF OWNER.** Owner will act with customary diligence in keeping common areas reasonably clean; maintaining fixtures and appliances; complying with applicable safety, sanitation, and fair housing laws; and making reasonable repairs, subject payment by Residents for liable damages.
- 18.1. Security.** Owner makes no representations or guarantees to Residents concerning the security of the Leased Premises or the Residential Community. Owner is under no obligation to Residents to provide any security measure or take any action not required by statute. The presence of courtesy patrols, patrol cars, access gates, surveillance cameras or other deterrents do not guarantee that crime can or will be prevented. All such systems are subject to personnel absenteeism, human error, mechanical malfunctions and tampering. Residents are responsible for planning and taking action with respect to the safety of Residents and their property as if such systems and deterrents did not exist. Residents agree to immediately report all suspected or actual criminal activity to the appropriate local law enforcement agencies and, after doing so, to Owner, and shall provide Owner with such law enforcement agency's incident report number upon request.
- Owner has no obligation to obtain criminal background checks on any Residents and bears no responsibility or liability related to the criminal background or actions (whether past, present or future) of any person, even if Owner has actually run a criminal background check on applicants. Residents shall not rely on the fact that Owner may have run a criminal background check on Residents or any other applicant when deciding whether to enter into this Agreement. Background checks are limited to the information actually reviewed and are not a guarantee that a person with a criminal background does not reside at the Residential Community. Owner has not made and does not make any representations as to the background of any existing or future tenant and Owner is under no obligation to run background checks on any existing tenant or future applicant.
- 19. ACCESS.** Owner may enter the Leased Premises under the following circumstances: 1) in case of emergency; 2) to make necessary or agreed repairs, decorations, alterations, or improvements; 3) to supply necessary or agreed services; 4) to exhibit the Leased Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors; 5) if Residents abandon or surrender the Leased Premises; 6) pursuant to court order; 7) to perform an inspection of the Leased Premises; or 8) under any other circumstances permitted by state law. Owner will give Residents at least twenty-four (24) hours notice of Owner's intent to enter unless: a) an emergency exists; b) Residents have abandoned or surrendered the Leased Premises; or c) it is impracticable to do so. Further, Owner will enter only during regular business hours unless: i) an emergency exists; ii) Residents have abandoned or surrendered the Leased Premises; or iii) Residents

consent, at the time of an entry that is not during normal business hours, to the entry. Residents agree that if they deny Owner access to the Leased Premises when Owner is in compliance with statutory requirements and entitled to access, any such denial of access shall be deemed a material breach of this Agreement and shall entitle Owner to serve Residents with a notice terminating this Agreement.

**20. TERMINATION, DEFAULT, AND REMEDIES.** Owner and Residents agree that all provisions, obligations, and conditions of this Agreement are reasonable and material and that a breach by Residents of any such provision, obligation, or condition constitutes a material breach thereof. Owner is entitled to all rights, remedies, and damages under this Agreement and by law, including, but not limited to, all rights and remedies for damages to the Leased Premises, cleaning charges, past and future rent due, or other amounts due under this Agreement. All rights and remedies provided in this Agreement and by law are cumulative. This Agreement shall be deemed terminated upon written notice of termination by Owner to Residents. No other action by Owner shall constitute termination, including, but not limited to: a) maintenance of the Leased Premises by Owner or on Owner's behalf; b) efforts to rent out the Leased Premises by Owner or on Owner's behalf; c) Owner's withholding of consent to assign or sublet the Leased Premises pursuant to the terms of this Agreement; d) Owner's termination of a sublet or assignment of the Leased Premises pursuant to the terms of this Agreement; or e) actions by Owner to procure the appointment of a receiver to secure Owner's interests under this Agreement. In the event of a breach by Residents, or where required by applicable law, Owner may provide to Residents written notice of the breach and demands for cure. Owner may terminate this Agreement if a cure is not possible or if Residents do not cure the breach within the period provided by the notice or law.

**20.1. Acceleration.** If Residents, without Owner's consent, move out, remove property in preparation to move out, or give oral or written notice of intent to move out prior to the end of the Term or renewal periods **AND** Residents have not paid all rent for the entire Term or renewal periods, then Residents will be liable to pay rent through the remainder of the Term or renewal periods. Payment will be automatically accelerated and due without notice or demand. Residents under a court ordered eviction or Residents who move-out on demand from Owner due to a breach, will also be subject accelerated rent payment. Accelerated rent payments are subject to Owner's obligation to mitigate.

**20.2. Collection Fees and Judgments.** Residents will be subject to eighteen percent (18%) interest per year, compounded annually, from the due date for all unpaid amounts owed to Owner, including judgments. Residents must also pay any collection agency fees if Residents fail to pay all amounts due within ten (10) days after Owner mails notice demanding payment and states that collection fees will be added to amount owed. In the event of litigation resulting from or relating to this Agreement, the prevailing party may recover reasonable attorneys' fees and all other litigation costs from the non-prevailing party. Neither party may recover attorneys' fees or litigation costs associated with the party's claims for personal injury, sentimental, punitive, or exemplary damages.

**20.3. Notice.** If Owner fails to repair a condition that materially affects the physical health or safety of an ordinary resident as required by this Residential Lease Contract or the Texas Property Code, Resident may be entitled to exercise remedies under § 92.056 and § 92.0561 of the Texas Property Code. If Resident follows the procedures under those sections, the following remedies may be available to Resident: 1) terminate the Residential Lease Contract 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 seven (7) days is a reasonable period of time for Owner 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 Residents to be in default of this Agreement.

**20.4. Reletting Expense.** Because damages relating to the Owner's costs to replace tenants are difficult to ascertain in the situations described below, Residents agree that a reletting expense of \$920.55, which does not exceed eighty-five (85%) of the highest monthly rent under this Agreement, is a reasonable estimate for such activity. Residents will be required to pay the reletting expense: a) for failure to provide written move-out notice pursuant to terms of this Agreement; b) upon Owner's demand in the event of Residents' default; c) pursuant to a court order for eviction; d) for failure to pay rent in full for the entire lease term or renewal period upon move-out; or e) failure to pay any additional unpaid balances owed. The reletting expense is not the same as a lease cancellation fee or buyout fee, rather, it is an agreed upon liquidated amount to cover Owner's damages in part. The reletting expense is not a substitute for and does not release Residents from liability for damages to the Leased Premises, cleaning charges, past and future rent due, or other amount due under this Agreement.

**21. MOVE-OUT NOTICE PROCEDURES.** Prior to moving out, Residents are required to provide Owner with at least sixty (60) days advance written notice. The move-out notice must comply with the notice provision of this Agreement and provide Residents' move-out date. Residents must obtain written acknowledgment from Owner of receipt of Residents' move-out notice. If Owner terminates this Agreement, Owner will provide Residents with the same notice unless Residents



have breached the terms of this Agreement. Oral move-out notice is not an acceptable form of termination. The move-out date provided for in the notice cannot be changed without additional written agreement signed by both parties. Each Resident must provide Owner with their forwarding address in writing. A move-out notice does not release Residents from liability under the full term or any renewal terms of this Agreement except where Resident moves out pursuant to a Military Personnel Release or if Owner and Resident agree to such release in a written amendment signed by both parties.

Residents and Residents' guests must vacate the Leased Premises on or by the agreed upon move-out date, the date contained in Resident's move-out notice, or Owner's notice to vacate. Owner may pursue action for possession for any hold over after expiration of the term of this Agreement or its termination, without the consent of Owner. Additionally, Residents will be liable for hold over rent and rent for the full term a lease signed by a new resident, prior to Residents' hold over, who is unable to occupy the Leased Premises because of Residents' hold over. If the hold over is willful and not in good faith, Owner may also recover: 1) an amount equal to, but not more than, three (3) months periodic rent or the actual damages sustained by Owner, whichever is greater; 2) reasonable attorney's fees; and 3) any other damages allowed by state law. Pursuant to state law, Residents may not withhold any portion or last month's rent under the assumption that the security deposit will cover rent due. Residents may be liable for up to three (3) times the amount of wrongfully withheld for bad faith violations of this provision.

**21.1. Cleaning.** Prior to moving out, Residents are required to clean all areas of the Leased Premises, including but not limited to, living and dining rooms, kitchens, hallways, bedrooms, closets, bathrooms, floors, outdoor walkways, patios, balconies, and any leased or assigned parking or storage areas. Residents must also comply with move out and cleaning instructions provided by Owner. If, at Owner's discretion, Residents fail to adequately clean the Leased Premises, Owner reserves the right to hire a professional cleaning service and Residents will be liable for reasonable cleaning expenses. Owner may deduct the cost of carpet cleaning regardless of whether Residents clean the carpet before delivery of possession of the Leased Premises to Owner.

**22. RESIDENTS' PERSONAL PROPERTY.** Residents shall vacate and remove all personal property from the Leased Premises upon expiration or termination of this Agreement. Owner may remove and dispose of Residents' personal property in a manner permissible by state law: a) fourteen (14) days after termination or expiration of this Agreement and Residents have vacated the Leased Premises; or b) upon surrender, abandonment, or court ordered eviction of Resident. Owner may consider the Leased Premises surrendered when: a) this Agreement expires; b) Residents return keys and access devices to Owner; or c) Residents have vacated the Leased Premises and the move out date has passed, whichever is earlier. Owner may consider the Leased Premises abandoned when: a) the Leased Premises appears to have been vacated; b) a significant number of Residents' personal belongings have been removed; c) electric services to the Leased Premises has been terminated for seven (7) consecutive days; d) Residents do not provide timely response to notice of abandonment posted on the door of the Leased Premises and sent by Owner to Residents' last known address; or e) ten (10) days after the death of sole resident of the Leased Premises.

A contractual lien may be placed on all property in the Leased Premises to secure payment of delinquent rent by Owner, subject to exclusions and limitations provided by applicable law. Owner will follow all applicable legal requirements for seizure, removal, notice, sale, redemption, and storage of Residents' personal property. All property in the Leased Premises is presumed to belong to Residents' unless proven otherwise. Property seized and stored by Owner under a contractual lien for rent as authorized by law may be redeemed by Residents by full payment of all delinquent rent due at the time of the seizure. If notice of sale is given prior to Residents seeking redemption, Residents may redeem their seized property by full payment of all delinquent rent due and reasonable charges for packing, removing, and storing. Property removed or stored by Owner after Residents surrender, abandon, or are subject to a court ordered eviction may be Redeemed by Residents upon payment of all outstanding sums owed under this Agreement and applicable law. In all instances of redemption by Residents, Owner may require payment in cash, money order, or certified check.

**23. SECURITY DEPOSIT RETURN.** Owner will mail the security deposit, less any lawful deductions, and an itemized list of amounts withheld no later than thirty (30) days after termination, surrender, or abandonment, unless applicable law provides otherwise. Delivery of security deposit refunds and itemized deductions to any one of multiple residents shall constitute notice and delivery to all Residents. Residents are not entitled to a refund of any portion of the security deposit unless Owner receives proper notice of move-out pursuant to this Agreement. If Residents fail to provide a valid forwarding address, Owner shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of Residents or, if none, to Residents at the address of the Lease Premises. Any deposit unclaimed by Residents, as well as any outstanding check, shall be forfeited by Residents after ninety (90) days.

**24. RELEASE OF RESIDENTS.** Unless otherwise provided for by this Agreement or by law, Residents will not be released from this Agreement.

**24.2. Military Personnel Release.** The Servicemembers Civil Relief Act ("SCRA") provides relief to U.S. servicemembers, as defined in the SCRA, who entered into certain real property leases. The SCRA allows for early termination of this Agreement in the following instances: a) the servicemember entered into this Agreement and thereafter enters active military service; b) the servicemember entered into this Agreement while on active duty and then receives

permanent change of station orders; c) the servicemember entered into this Agreement while on active duty and then receives orders to deploy for a period of not less than ninety (90) days; d) the servicemember executed this Agreement upon receipt of military orders for a permanent change of station or to deploy for a period of not less than ninety (90) days and thereafter receives a stop movement order for a period of not less than thirty (30) days which prevents the servicemember or the servicemember's dependents from occupying the Leased Premises; e) the servicemember incurs a catastrophic injury or illness during a period of military service or while performing covered service as defined in the SCRA and desires to terminate within one (1) year of the injury or illness; or f) the spouse or dependent of the servicemember desires to terminate this Agreement within one (1) year of the death of the servicemember while in military service, full time active Guard or Reserve duty or inactive-duty training.

Residents seeking release pursuant to the SCRA (except for those terminating based on stop movement orders) are required to provide: 1) written notice to Owner; and 2) copies of Resident's military orders. After notice is delivered, this Agreement will be terminated thirty (30) days after the next date that rental payment is due. Residents seeking release based on stop movement orders must submit written notice of termination and a copy of their stop movement orders, and the termination is effective immediately upon submission. In order to be eligible for release under this section, this Agreement must be signed by or on the behalf of the servicemember. Release under this section does not apply to a co-resident who is not the spouse or legal dependent of the eligible Resident.

**25. MISCELLANEOUS.** This Agreement, including all applicable exhibits, schedules, addenda, or forms, sets forth all of the promises, agreements, conditions, and understandings between Owner and Residents and may not be changed or modified except by an agreement in writing signed by all parties. Residents acknowledge that all representations and statements relied upon in executing this Agreement are contained herein and that Residents in no way relied on any other statements or representations, written or oral. This Agreement and all rights of Residents arising under it are expressly agreed to be subject and subordinate to present and future recorded mortgages which are or may be placed upon the Leased Premises and all other rights afforded to the holder of any such mortgages.

**25.1. Zero Tolerance Crime Policy.** Residents, Residents' guests, or other individuals under Residents' control: 1) shall not engage in criminal activity or engage in any act intended to facilitate criminal activity on or near the Residential Community; 2) shall not engage in drug-related criminal activity on or near the Residential Community, including but not limited to, the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use of an illegal or control substance as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. § 802; 3) shall not facilitate, use, or permit the Leased Premises to be used for criminal or drug-related criminal activity; and 4) shall not engage in any illegal activity which might negatively affect the health, safety, or welfare of the Owner, Owner's agents, other residents, the Leased Premises, or the Residential Community. Owner and Residents agree that the provisions in this Addendum are reasonable and material and that a violation by Residents of any such provision constitutes a material breach of the Residential Lease Contract and is good cause for immediate termination of tenancy.

**25.2. Satellite Dishes and Antennas.** The Federal Communications Commission states that Residents have a limited right to install a satellite dish or receiving antenna within the Leased Premises. The Residential Lease Contract must be amended to incorporate requirements and restrictions prior to any installation. Residents are responsible for making sure the Leased Premises is in a location to receive the satellite signal prior to requesting permission to install. For information on requirements and restrictions, contact Owner. Resident shall not install any external media device nor climb or have others climb upon the roof.

**25.3. Bedbugs.** Bedbugs are wingless parasites which may lie dormant in cracks, crevices and personal belongings until a host is present. Residents have an affirmative duty to inspect the Leased Premises and notify Owner of the presence or infestation of insects or vermin including bedbugs within forty-eight (48) hours of Residents taking possession of the Leased Premises. Absent this timely notice to Owner, Residents acknowledge and confirm that the Leased Premises are free of the presence or infestation of insects or vermin, including bedbugs. Residents agree to maintain the Leased Premises in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Residents allow individuals or items carrying bedbugs into the Leased Premises, or have repeated infestations that cannot be traced to another source, such will be deemed damage to the Leased Premises and Residents will be responsible for the cost of treatment to the Leased Premises, personal belongings and surrounding residences as necessary to eradicate the infestation.

**25.4. Fair Housing.** Owner shall comply with all applicable local, state, and federal non-discrimination and fair housing laws, including laws which prohibit discrimination on the basis of race, religion, ethnic origin, national origin, color, sex, age, physical or mental disability, or family status.

**25.5. Sale of Leased Premises.** In the event of a sale or pending sale of the Residential Community or in the event Owner, new owner, lender, or lender's receiver must obtain possession of the Leased Premises in order to redevelop, renovate, or demolish the Leased Premises or any portion of the Residential Community, Residents agree that Owner, new owner, lender, or lender's receiver shall have the right to terminate this Agreement upon sixty (60) days written notice.



**25.6. Deactivation of Keyless Bolting Devices.** Owner may deactivate or not install keyless bolting devices on Residents' doors if: 1) one of Residents or an occupant in the Leased Premises is over fifty-five (55) or disabled; and 2) the requirements of Tex. Prop. Code § 92.153(e) or (f) are satisfied.

**25.7. Utility Use and Waste.** Residents acknowledge and agree that utilities provided under this Agreement are for normal household use and must not be wasted.

**25.8. Waiver of Jury Trial.** To the extent permitted by law, the parties agree that any dispute arising from or related to this Agreement will be decided by a judge and not a jury.

**25.9. Special Provisions.** **If Necessary, include Animal Registration Fees due, Security Deposit Amounts due prior to commencement month, Lease Incentives to be given/ Lease Concessions/ Prorated Amounts + next month's due along with prorated amounts prior to commencement month (if any). If a qualified guarantor is not received within 72 hours your rental rate is subject to increase.**

**25.10. Special Provisions.** **If The Resident opts in for a double occupancy unit, the unit will only come furnished with one desk, one desk chair, one dresser, two bed frames and two mattresses.**

**26. DISCLOSURE.** Owner may provide information on Residents or Residents' rental history to business affiliates or upon reasonable request from an authorized agent of state or federal government or law enforcement agency.

**27. NO WAIVER.** Owner's failure on any occasion to require strict compliance with any provision of this Agreement or to exercise any rights arising hereunder shall not be deemed a waiver of Owner's right to subsequently enforce any such provision or to insist upon any such right. The fact that Owner may have accepted late payment(s) on one (1) or more occasions shall not be deemed a waiver of Owner's right to insist upon timely payment of rent nor to exercise any remedy available for late payment of rent. Acceptance of rent following a breach of this Agreement shall not be deemed to constitute a waiver of such breach. No custom or practice which may develop between the parties in the course of the tenancy shall be construed to waive the right of Owner to enforce any provision of this Agreement.

Owner's representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Agreement or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on Owner or Owner's representatives unless in writing. Except when notice or demand is required by statute, Residents waive any notice and demand for performance from Owner of Residents' default. Written notice to or from Owner's agents, representatives, or managers constitutes notice to or from Owner. All notices must be signed.

**28. SEVERABILITY.** If a provision or paragraph of this Agreement is legally invalid, or declared by a court to be unenforceable, such provision or paragraph will be deemed deleted and the rest of this Agreement shall remain in effect. To the extent that any provision of this Agreement is in conflict with any provisions of applicable law, such provision is hereby deleted, and any provision required by applicable law which is not included in this Agreement is hereby inserted as an additional provision of this Agreement, but only to the extent required by applicable law and then only so long as the provision of the applicable law is not repealed or held invalid by a court of competent jurisdiction.

**29. ATTACHMENTS TO THE AGREEMENT.** Residents certify that he/she/they have received a copy of this Agreement and the below listed attachments to this Agreement, and understand that these attachments are part of this Agreement.

SMS and Email Marketing Consent

Animal Addendum

Assignment Addendum

Furniture Addendum

Guarantor Addendum

Move-Out Procedures Addendum

Multi-Bed Lease Addendum

Package Release Addendum

Renewal Addendum

Required Guarantor Waiver Addendum

Residential Policies Addendum


Utility Addendum (Long) - Simple Bills Verbiage

**30. SIGNATORIES.** This Agreement expresses the complete understanding of the parties with respect to the subject matter set forth herein and supersedes all prior proposals, agreements, representations and understandings. The undersigned Residents, whether or not in actual possession of the Leased Premises, are jointly and severally responsible for all obligations arising hereunder. This Agreement shall not be considered to be in full force and effect until signed by Owner. Owner may, without liability, refuse to enter into this Agreement and may refuse to allow Residents to occupy the Leased Premises at any time prior to signing this Agreement. Anything to the contrary in this provision notwithstanding, Residents shall be fully liable for all obligations arising hereunder, and Owner may enforce the provisions of this Agreement against Residents if, for any reason or by any means, Residents obtain occupancy to the Leased Premises before such time as this Agreement has been signed by Owner or Owner's authorized agent.

**Residents may take a copy of these documents for review and/or consult an attorney before submitting a rental application or signing this Agreement. Additional provisions or changes may be made in this Agreement if agreed to in writing by all parties. Residents are entitled to receive an original of this Agreement after it is fully signed.**

**29.1. Electronic Signatures.** The parties agree that they may enter into this transaction by electronic means; although, traditional hard copies with ink signatures may be used instead at Owner's option or if required by law. Residents agree and acknowledge that if Residents are entering into this transaction with Owner by electronic means, doing so is not conditioned on Residents' agreement to conduct the leasing transaction electronically.


INTENDING TO BE BOUND, the parties hereto have executed this Agreement as of the day and year first above written.



**Signed by Arnav Chopra**  
Sun Oct 8 2023 03:42:10 PM CDT  
Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date



**Signed by Laura Lugo**  
Fri Nov 3 2023 10:46:08 AM CDT  
Key: 11E00BFB; IP Address: 65.36.120.35

(Owner/Agent)

Date



SMS AND EMAIL MARKETING CONSENT

In order to better serve our residents, this community and the Preiss Company will utilize SMS text and email messages to provide our residents with the highest quality, most up to date information as possible. The nature of these updates may be for periodic leasing reminders, updates on property events, or in case of an emergency situation in or around the property such as severe weather, utility outages, etc.

Tenant: Arnav Chopra	Cell Phone Number: (512) 565-3784	Email Address: arnav.chopra1864@gmail.com
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I authorize this community and The Preiss Company to periodically send me text messages to the cellular phone number listed. I authorize this community and The Preiss Company to periodically send me email messages to the email account I have provided on this form or lease agreement.

I understand that standard data/messaging rates may apply. The Preiss Company and its affiliates are not responsible for any cellular charges regarding text or multimedia messages.

Initials: 

## ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **October 2, 2023**, and is between the Owner of **Signature 1909** ("Owner") and **Arnav Chopra**, (collectively and individually "Residents"), for the premises at **1909 Rio Grande Street #203-E, Austin, TX 78705** (the "Leased Premises"), which is located within **Signature 1909** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **DESCRIPTION OF ANIMALS.** Subject to strict compliance with this Addendum, Residents are permitted to have the below described animals in the Leased Premises until the expiration of the Lease Contract. Residents acknowledge that authorization may be sooner terminated if: a) Residents' tenancy is lawfully terminated; or b) Residents, or Residents' guests, violate any of the terms or conditions of this Addendum.

Residents may not substitute any other animals. Neither Residents nor Residents' guests may bring any other animal – mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect – onto the Leased Premises or the Community.

2. **ANIMAL RENT.** Residents agree to pay Owner a sum of **\$0.00**, as animal rent, due on the **1st** day of each month with the regular installment payment. The installment amount listed in Section 4 of the Lease Contract (entitled "Rent") includes the animal rent.
3. **ANIMAL DEPOSIT.** Residents agree to pay Owner a sum of **\$0.00**, as an animal deposit, due prior to move-in. Owner will consider the animal deposit part of the security deposit for all purposes, and is not limited in use to damages caused by the animals listed in this Addendum. The deposit amount listed in Section 4 of the Lease Contract (entitled "Security Deposit") includes the animal deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract, and the animal deposit is not separately refundable even if the animals are removed prior to the end of the tenancy.
4. **ADDITIONAL FEE.** Residents agree to pay Owner a sum of **\$0.00**, as a non-refundable animal fee, due prior to move-in. The non-refundable animal fee will not be returned or credited to any charges owed by Residents at the time of move out.
5. **ANIMAL RULES.** Residents are responsible for the animals brought onto the Leased Premises and/or the Community by Residents and Residents' guests, even if the animals do not belong to Residents. Residents agree to abide by the following rules:
  1. Residents acknowledge and agree that the apartment, which includes the Leased Premises, shall be limited to a maximum of **2** animal(s) collectively between Residents and co-residents.
  2. Animals must not disturb other residents, regardless of whether animals are inside or outside the Leased Premises.
  3. Animals must be under Residents' supervision when outside the Leased Premises, and shall not be tied to anything or left unattended outside the Leased Premises – except for areas designed to Residents' exclusive use.
  4. Owner may, but has no obligation to, retrieve and return unleashed animals to the Leased Premises, or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping unleashed animals.
  5. Due to health regulations, Residents must not let non-support animals into pool areas, laundry rooms, offices, or other recreational facilities.
  6. Animals must be housebroken, and may not weigh more than **fifty (50)** pounds, fully grown, unless otherwise agreed to by Owner in writing. No animal offspring are allowed.
  7. Animals must be fed and watered inside the Leased Premises. Do not leave animal food or water outside the Leased Premises at any time – except for areas designed to Residents' exclusive use. Residents should not leave animals on patios or balconies, if applicable, for extended periods of time.
  8. Owner is not obligated to make necessary or requested repairs while unattended animals are present in the Leased Premises.
  9. Residents are prohibited from letting animals defecate or urinate anywhere on the grounds of the Community. Residents must take animals off the Community grounds for that purpose. If animals defecate anywhere in the Community, Residents will be responsible for immediately removing the waste and repairing any damage. Patios and balconies, if applicable, should be kept clean of animal droppings, especially during hot weather when odors from such can be extremely offensive to other residents.
  10. Notwithstanding anything to the contrary in this Addendum, Residents must comply with all local, state and federal laws and ordinances regarding animal defecation, ownership and care.
  11. Owner reserves the right to make reasonable changes to the animal rules from time to time, in accordance with applicable laws. Owner will distribute written notice of any changes to the animal rules to all residents who are allowed

to have animals.

12. Residents hereby represents and warrants that the above described animals has been properly licensed and inoculated as required by local law and Residents agree to maintain such licensing and inoculation of the animals and to furnish Owner with evidence thereof promptly upon request.

**6. ANIMAL RESTRICTIONS.** Restricted animals and/or breeds include, but are not limited to, the following:

1. Animals: ☒ birds, parrots, toucans, hamsters, gerbils, snakes, frogs, spiders, ferrets or other exotic animals
2. Breeds: ☒ German Shepherd, Akita, Doberman Pinscher, Rottweiler, Dalmatian, Pit Bull, Chow, Wolf Hybrid or Bull Mastiff

**7. COMPLAINTS ABOUT ANIMALS.** Residents will be asked to remove any animal that regularly disturbs other residents, whether inside or outside the Leased Premises, or constitutes a problem or obstruction to Owner or Owner's agents from properly performing their functions, duties and responsibilities. In this event, Residents must immediately and permanently remove the animal from the Leased Premises.

**8. OWNER'S REMOVAL OF ANIMALS.** Under certain circumstances, Owner may allow animal control, a local humane society or an analogous entity to enter the Leased Premises and remove an animal in accordance with applicable law if, in Owner's sole judgment, Residents have: a) abandoned an animal; b) left an animal in the Leased Premises for an extended period of time without food or water; c) failed to care for a sick, injured or dying animal; or d) violated the animal rules or any law applicable to animals.

**9. VIOLATION OF RULES.** If Residents, or Residents' guests, violate any rule or provision of this Addendum, Owner reserves the right to demand that Residents remove animals immediately and permanently from the leased Premises. Owner will also have all other rights and remedies set forth in the Lease Contract including, but not limited to, damages and eviction, to the extent allowed by applicable law.

1. If Residents brings unauthorized animals onto the Leased Premises and/or the Community, Residents agrees to pay Owner a sum of **\$500.00**. Said sum shall not limit Owner's right to terminate the tenancy, force Residents to remove the animals, and/or evict Residents, based upon any violation of this Addendum.
2. If Residents fails to remove animal waste from the Community and Owner is required to make arrangements to have the waste removed, Residents agrees to pay Owner a sum of **\$25.00**. Said sum shall not limit Owner's right to terminate the tenancy, force Residents to remove the animals, and/or evict Residents, based upon any violation of this Addendum.


**10. SUPPORT OR SERVICE ANIMALS.** Residents acknowledge that the ownership of or need for a support or service animal does not entitle Residents to permit the animal to bother, disturb, threaten or harm other residents or persons without cause. Residents understand that the animal must be supervised while in common areas of the Community, and Residents must maintain control of the animal at all times. Residents are responsible for the proper disposal of animal waste, and is responsible for the care of the support or service animal. Owner will not charge a security deposit for the support or service animal. Residents will, however, be liable for any damages that the animal may cause. Residents acknowledges and agrees that if the animal violates the rules in this Addendum, Owner has the right to evict both Residents and the support or service animal, as well as exercise other remedies under the Lease Contract.

**11. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Any additional rent or deposits under this Addendum will not limit Residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries. Residents will be liable for the entire amount of all damages caused by the animals. This provision applies to all parts of the Leased Premises, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, Residents must pay for Owner to replace them. Payment for damages, repairs, cleaning, replacements, and the like are due immediately upon demand. Residents are strictly liable for the entire amount of any injury that the animals cause to another person or to anyone's property. Residents will indemnify Owner for all costs of litigation and attorney's fees resulting from any such injury or damage.

In the event of a conflict between any provision in this Special Provision section and this Addendum or the Agreement, the provision in this Special Provision section shall control.

- Required Animal Documentation: In order to fully approve the animal(s) described in Paragraph 1 of this Addendum, the following must be submitted to Owner for each animal: All vaccination/inoculation records showing at minimum distemper and rabies vaccinations, and listing the animal's breed and weight; a picture of the animal taken within the last 3 months; veterinary contact information; and whether the animal is spayed or neutered. Owner reserves the right to require Residents to submit this documentation to a third-party for approval, and to require payment to third-party for this process.


INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **2nd** day of **October, 2023**.



**Signed by Arnav Chopra**  
Sun Oct 8 2023 03:42:55 PM CDT  
Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date



**Signed by Laura Lugo**  
Fri Nov 3 2023 10:46:08 AM CDT  
Key: 11E00BFB; IP Address: 65.36.120.35

(Owner/Agent)

Date



## ASSIGNMENT ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **October 2, 2023**, and is between the Owner of **Signature 1909** ("Owner") and **Arnav Chopra**, (collectively and individually "Residents"), for the premises at **1909 Rio Grande Street #203-E, Austin, TX 78705** (the "Leased Premises"), which is located within **Signature 1909** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

LEASED PREMISES					
Unit 203-E			Floorplan Durango BS		
Street Address 1909 Rio Grande Street		City Austin	State TX	ZIP 78705	County Travis
LEASE CONTRACT					
# of Installments 12		Installment Amount \$1,083.00	Start Date 7/23/2024	End Date 7/21/2025	Total Contract Amount \$12,996.00
The Leased Premises will be assigned to Resident on or before the first day of the lease term as stated in the Lease Contract (entitled "Term").					
INSTALLMENT PAYMENTS		DEPOSITS		FEES	
Rent	\$1,039.00	Security Deposit	\$0.00	Application Fee	\$0.00
Green Fee	\$15.00	TOTAL SECURITY DEPOSIT (Paid - \$0.00)	\$0.00	(Waived Fee - \$235.00)	
Landlord Liability	\$14.00			TOTAL ONE-TIME FEES	\$0.00
Bedroom Window	\$15.00				
Utilities	\$0.00				
TOTAL INSTALLMENT	\$1,083.00				

INSTALLMENT DUE DATE	AMOUNT
1. August 1, 2024	\$1,083.00
2. September 1, 2024	\$1,083.00
3. October 1, 2024	\$1,083.00
4. November 1, 2024	\$1,083.00
5. December 1, 2024	\$1,083.00
6. January 1, 2025	\$1,083.00
7. February 1, 2025	\$1,083.00
8. March 1, 2025	\$1,083.00
9. April 1, 2025	\$1,083.00
10. May 1, 2025	\$1,083.00
11. June 1, 2025	\$1,083.00
12. July 1, 2025	\$1,083.00

- 1. ASSIGNMENT.** To the extent practical in Owner's sole judgment, Owner will try to honor requests for a specific bedroom or apartment type. However, if Owner cannot accommodate a request for specific housing, it will not release Resident from the obligations owed to Owner under this Lease Contract. Resident acknowledges that, if this Lease Contract is for a specific bedroom or apartment type, the bedroom or apartment type is subject to availability, and Owner cannot guarantee the availability of said bedroom or apartment type at move-in. Furthermore, if the requested bedroom or apartment type is not available, Resident acknowledges that the sums listed in this Lease Contract may fluctuate depending on premiums assessed for apartment size, location, or other value added or lost from the bedroom or apartment type originally requested.
- 2. RELOCATION AND CONSOLIDATION.** For purposes of operating efficiency, Owner reserves the right at any time, upon **five (5)** days written notice, to relocate Resident to another bedroom in the apartment or to another apartment within the Community. Resident understands that variations in apartment size, location, and value may occur due to relocation. Owner will not be liable to Resident for any costs incurred while relocating to the new bedroom or apartment. Resident acknowledges and agrees that failure or refusal to relocate will be deemed a violation of this Lease Contract.
- 3. TRANSFERS.** Resident is not permitted to change bedrooms or apartments without Owner's prior written consent. Any such consent is predicated upon availability, date and time of the request, and the grounds and need for the transfer. If

Resident requests a transfer, and Owner is able to accommodate the request, Resident agrees to pay Owner a sum of **\$500.00**, as a transfer charge, which must be paid prior to the transfer. Owner, in its sole discretion, may not require a transfer charge from Resident if the request is received within **seven (7)** days of the initial occupancy. Owner's consent to one or more transfers will not be deemed a waiver of Owner's right to require prior written consent to any future transfers.

- **Special Provisions.** If Necessary, include Animal Registration Fees due, Security Deposit Amounts due prior to commencement month, Lease Incentives to be given/ Lease Concessions/ Prorated Amounts + next month's due along with prorated amounts prior to commencement month (if any). If a qualified guarantor is not received within 72 hours your rental rate is subject to increase.
- **Special Provisions.** If The Resident opts in for a double occupancy unit, the unit will only come furnished with one desk, one desk chair, one dresser, two bed frames and two mattresses.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **2nd** day of **October, 2023**.



**Signed by Arnav Chopra**

Sun Oct 8 2023 03:44:33 PM CDT

Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date



**Signed by Laura Lugo**

Fri Nov 3 2023 10:46:08 AM CDT

Key: 11E00BFB; IP Address: 65.36.120.35

(Owner/Agent)

Date



Initial:



## ADDENDUM TO THE RESIDENTIAL CONTRACT

### FURNITURE ADDENDUM

I understand that due to Roommate Matching, there may be furniture provided in the common area of my Unit at **Signature 1909** and that I may still be responsible for damages, as described below.

Common area and bedroom furniture will be included in your unit at **Signature 1909** and will be charged to you in your rent each month. The amount you pay for renting the furniture does not cover damages to the furniture due to misuse/neglect or destruction of the furniture while in your care. If damage to the furniture occurs, you will be charged for the repair/replacement costs to return the furniture to its original condition.

Damages to the furniture include, but are not limited to, the following examples:

- Food Stains and Odor Stains
- Tears to the Fabric
- Structural Damage (i.e. broken leg, broken drawer)
- Broken, Cracked or Chipped Glass
- Pet Stains
- Discoloration of the Wood or Fabric
- Chipped or marred Wooden Surface

Normal wear and tear and manufacturer's defects will not be the responsibility of the resident. As the caretaker of the furniture, it is your responsibility to notify the leasing office if there is an occurrence of a manufacturer's defect to the furniture in your apartment. If you do not notify the office of any defects to your furniture, you could be charged for the damage. The total value of the furniture is estimated at **\$5,500.00**.

☐ I am renting unfurnished

Initials: 

### FURNITURE INVENTORY ADDENDUM

Bedroom Furniture	
<input checked="" type="checkbox"/> Bed Frame	<input checked="" type="checkbox"/> Mattress
<input checked="" type="checkbox"/> Dresser	<input checked="" type="checkbox"/> Desk
<input checked="" type="checkbox"/> Desk Chair	<input checked="" type="checkbox"/> *Night Stand
<input checked="" type="checkbox"/> *In Select Units	
Common Area Furniture	
<input checked="" type="checkbox"/> Sofa	<input checked="" type="checkbox"/> Lounge Chair
<input checked="" type="checkbox"/> Coffee Table	<input checked="" type="checkbox"/> Side Table
<input checked="" type="checkbox"/> TV Stand	<input checked="" type="checkbox"/> *Bar Stools
<input checked="" type="checkbox"/> *Dining Table and Chairs	<input checked="" type="checkbox"/> *In Select Units
Electronic Equipment	
<input checked="" type="checkbox"/> Television	

**By signing this form, you have stated that you have read and understand the policies and that you agree to abide by them.**



**Signed by Arnav Chopra**

Sun Oct 8 2023 03:45:41 PM CDT

Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date



**Signed by Laura Lugo**

Fri Nov 3 2023 10:46:08 AM CDT

Key: 11E00BFB; IP Address: 65.36.120.35

(Owner/Agent)

Date

## GUARANTOR ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **October 2, 2023**, and is between the Owner of **Signature 1909** ("Owner") and **Arnav Chopra**, (collectively and individually "Residents"), for the premises at **1909 Rio Grande Street #203-E, Austin, TX 78705** (the "Leased Premises"), which is located within **Signature 1909** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

PARTIES AND LEASED PREMISES				
<b>Owner</b> THP West Campus, LLC	<b>Address</b> 1909 Rio Grande Street, Austin, TX 78705	<b>Phone</b> (512) 234-4888		
<b>Resident</b> Arnav Chopra	<b>Address</b> 3002 Agave Loop, Round Rock, TX 78681 - US	<b>Email Address</b> arnav.chopra1864@gmail.com		
<b>Guarantor</b> Alok Chopra	<b>Address</b> 3002 Agave Loop, Round Rock, TX 78681 - US	<b>Email Address</b> alokchopra@hotmail.com		
<b>Community</b> Signature 1909				
<b>Street Address</b> 1909 Rio Grande Street	<b>City</b> Austin	<b>State</b> TX	<b>ZIP</b> 78705	<b>County</b> Travis
LEASE TERM				
<b>Term Type</b> <input type="checkbox"/> Move-In <input checked="" type="checkbox"/> Renewal	<b>Installments</b> twelve (12)	<b>Start Date</b> 7/23/2024	<b>End Date</b> 7/21/2025	<b>Date Signed</b> October 2, 2023
RENT				
<b>Payable To</b> THP West Campus, LLC	<b>Address</b> 1909 Rio Grande Street, Austin, TX 78705	<b>Phone</b> (512) 234-4888		
<b>Office Hours</b> Weekdays- 10AM-6PM; Saturday- 11AM-4PM; *Subject to Change*		<b>Due On</b> 1st	<b>Late On</b> 4th	<b>Fax</b> (   )   -
<b># of Installments</b> 12	<b>Installment Amount</b> \$1,083.00		<b>Total Contract Amount</b> \$12,996.00	

THE UNDERSIGNED HEREBY AGREE, **Alok Chopra** ("Guarantor") unconditionally guarantees all obligations of Resident under the Lease Contract including, but not limited to, rent, late charges, property damage, repair costs, animal violation charges, utility payments, and all other sums due to Owner under the Lease Contract. Guarantor's obligations will continue for all lease terms and renewals, including automatic renewals, amendments, and modifications. If Owner delays or fails to exercise lease rights, pursue remedies, give notices or make demands to Guarantor, it will not be considered a waiver of Owner's rights. All of Owner's remedies against Resident, as authorized by the Lease Contract or by applicable law, apply to Guarantor as well. Resident and Guarantor are jointly and severally liable for all obligations under the Lease Contract. It is unnecessary for Owner to sue or exhaust remedies against Resident in order for Guarantor to be liable.

A facsimile or electronic signature on this Addendum will be just as binding as an original signature. Guarantor does not need to sign or be named in the Lease Contract, only this Addendum. This Addendum is part of the Lease Contract and must be performed in the county where the Leased Premises is located.

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Addendum as of the **2nd** day of **October, 2023**.



**Signed by Alok Chopra**

Tue Oct 10 2023 08:24:17 PM CDT  
Key: 1E972EFE; IP Address: 70.140.213.30

Alok Chopra (Guarantor)

Date



**Signed by Laura Lugo**

Fri Nov 3 2023 10:46:08 AM CDT  
Key: 11E00BFB; IP Address: 65.36.120.35

(Owner/Agent)

Date



## MOVE-OUT PROCEDURES ADDENDUM

Prior to expiration of the lease term in which Resident has not renewed or otherwise extended their lease term, Resident must:

1. **Return all surfaces to "like new" condition**, including but not limited to: returning all surfaces to their standard color(s) and professionally repairing all sheetrock or other surface damage, no matter the size of damage, including but not limited to damage caused by the installation or removal of LED light strips, other adhesives, screws, or other mounting holes.
  - a. It is the responsibility of the Resident to ensure that all repairs are completed professionally and to supply all materials and labor necessary to make professional repair. Failure to do so professionally will result in **Signature 1909** repairing it correctly and charging Resident the material and labor for proper repair.
  - b. It is the responsibility of the Resident to use the **Signature 1909** approved paint specifications, including product, sheen, and/or color. Contact leasing office for approved specifications.
2. **Leave apartment in a clean and orderly condition**, including but not limited to: removing all trash, emptying & cleaning the refrigerator, cleaning the oven & stovetop, cleaning or replacing the stovetop drip pans, cleaning the microwave, cleaning all cabinetry and storage areas, cleaning the bathroom, dusting any ceiling fans and blinds, and replacing all non-fluorescent light bulbs.
3. **Have all carpets in the Leased Premises professionally cleaned.** This requirement is not applicable if there are no carpeted areas in the Leased Premises.
  - a. It is the responsibility of the Resident to provide a copy of a receipt for professional carpet cleaning to Owner prior to expiration of the lease term. Receipt must specify the unit and bedroom areas cleaned and the date that the cleaning was performed.
  - b. DIY carpet cleaning, including rental machines available at retail stores (e.g. Rug Doctor, Bissell, etc.) do not meet the requirements of this addendum.
  - c. Failure to have carpets professionally cleaned or provide receipt for the service will result in **Signature 1909** having carpets in the Leased Premises professionally cleaned and charging Resident for doing so. Resident may still be charged for any remaining stains, soil, or other carpet damages even if all other requirements of this addendum have been met.
4. **Remove all personal belongings from the Leased Premises.**
  - a. Items left in the apartment become the property of **Signature 1909** immediately upon expiration of Resident's lease term.
  - b. Resident will be charged a fee of **\$75.00** for each trash bag worth of personal belongings or trash.
  - c. Resident will be charged a fee of **\$75.00**, not to exceed **\$250.00** per personal appliance or furniture piece left in the apartment.
  - d. **Signature 1909** cannot guarantee storage of any personal items left in apartments past the expiration of Resident's lease.
5. **Vacate the Leased Premises by 12 PM on the last day of the lease.**
6. **All keys and access devices, including key fobs, must be turned in to the front office.** Failure to turn in keys and access devices by **12 PM** on the last day of the lease will result in charges of up to **\$200.00**, as defined in the Key Return Addendum.

Only a written agreement between Resident and Owner's representative may waive any of the requirements of this Addendum. Failure to complete any of the above requirements will result in additional charges following the expiration of Resident's lease term.



Signed by Arnav Chopra

Sun Oct 8 2023 03:45:58 PM CDT

Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date

MULTI-BED LEASE ADDENDUM

By default, this Agreement defines the Leased Premises as a single bedroom at the Street Address specified on the first page of the Agreement (collectively defined as "Unit").

☐ If this box is checked, Owner and Residents agree that the Leased Premises as defined in the Agreement are amended to include all beds within an Apartment, described as: \_\_\_\_\_. Other individual(s) may only be assigned to share the Leased Premises with Resident(s) by amending this Agreement, and will be referred to as "co-residents" throughout the Agreement. Owner may not sign any separate Residential Lease Contract(s) to allow for additional occupants in any other bedroom within the same Apartment during the Term of this Agreement. No other provision of this lease is modified by this addendum, including Owner's requirement of prior written consent for any change in occupancy within the Leased Premises.

☐ If this box is checked, Owner and Residents agree that the Leased Premises as defined in the Agreement are amended to include \_\_\_\_\_ bedrooms in an Apartment, described as: \_\_\_\_\_. Other individual(s) may only be assigned to share the Leased Premises with Resident(s) by amending this Agreement, and will also be considered "co-residents" as defined by the Agreement. Owner may sign separate Residential Lease Contract(s) to allow for additional occupants in any other bedroom within the same Apartment that is not leased by Resident. No other provision of this lease is modified by this addendum, including Owner's requirement of prior written consent for any change in occupancy within the Leased Premises.

If both of the above boxes are unchecked, the Unit and Leased Premises remain as defined in the Agreement.



Signed by Arnav Chopra  
Sun Oct 8 2023 03:46:07 PM CDT  
Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date

PACKAGE RELEASE AGREEMENT

☐ We do not accept Packages.

By signing this, I hereby give permission to **Signature 1909**, its Owner, Owner's representatives, managing agents, employees, and authorized vendors to accept packages on my behalf. I also hold harmless and understand that the Owner, Owner's representatives, managing agents, employees, authorized vendors, and all other subsidiaries are not liable or responsible for the acceptance of such packages that are delivered to Resident(s) by the United States Postal Service, UPS, FedEx, Amazon, or any other delivery service. **Signature 1909** is not responsible or liable for items lost, stolen, damaged, or otherwise not delivered in the expected condition, including perishable items which must be picked up by Resident(s) immediately upon delivery, and is not responsible or liable for items that are picked up by others with Resident's prior authorization, including through the sharing of any PIN, code, barcode or other access method, or by Resident's written authorization to **Signature 1909** to release a package on Resident's behalf.

This shall include packages that are delivered to the leasing office, to any package locker, package room, or third-party package management service, or that are left outside the Resident's apartment by the deliverer. To ensure the package is received, Resident(s) shall be responsible for notifying senders of the correct delivery address (including apartment number, if applicable) and delivery methods. In addition, I fully understand that the Owner, Owner's representatives, managing agents, employees, and authorized vendors have the right to refuse acceptance of any package(s), and are authorized to return to sender any package accepted on Resident's behalf if not picked up within **3 business days**. If applicable, if Resident's package(s) are delivered to a package locker, package room, or other third-party package management service, Resident may be charged **\$3.00 per day** for any package not picked up or received by Resident within **3 business days**.



Signed by Arnav Chopra  
Sun Oct 8 2023 03:46:12 PM CDT  
Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident) \_\_\_\_\_ Date



Signed by Laura Lugo  
Fri Nov 3 2023 10:46:08 AM CDT  
Key: 11E00BFB; IP Address: 65.36.120.35

(Owner/Agent) \_\_\_\_\_ Date

## RENEWAL ADDENDUM

This addendum modifies the Residential Lease Contract dated **October 2, 2023** (herein "Renewal Lease") between **THP West Campus, LLC** ("Owner") and **Arnav Chopra** ("Residents").

Owner and Residents agree that they have previously entered into a lease agreement (herein "Original Lease") that ends prior to the Start Date of this Renewal Lease, and that this Renewal Lease is in fact a renewal of all terms, conditions, and addenda of the Original Lease. These terms, conditions, and addenda shall remain in full effect throughout the term of this Renewal Lease and any future renewal or extension of this Renewal Lease.

In the event of a conflict between the terms of the Original Lease and Renewal Lease, the Renewal Lease terms shall prevail. In the event of a conflict between the terms of any two or more prior Original Leases, the terms of the most recently executed Original Lease shall prevail.

**In the event that Residents and Owner have executed a Co-Ed Addendum as part of any prior or current Residential Lease Contract, such Co-Ed Addendum shall remain in effect until the end of the current lease term, but the terms of any such Co-Ed Addendum will not continue under this Residential Lease Contract or any future renewal, extension, or new lease agreement between Residents and Owner.**



Signed by Arnav Chopra

Sun Oct 8 2023 03:47:21 PM CDT

Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date



## REQUIRED GUARANTOR WAIVER ADDENDUM TO LEASE AGREEMENT

Resident is required to furnish Owner with evidence of approved qualifying method as per the Resident Qualifying Criteria (contained within the Lease Application) within **14 days** of **10/02/2023**, or by Resident's Lease Start Date, whichever comes sooner. If Resident does not furnish Owner with evidence of approved qualifying method, Resident shall be in breach of the Agreement and Owner shall have the right but not the obligation to enroll the Resident in the Guarantor Waiver Program and seek contractual reimbursement from the Resident for all costs and expenses associated with such enrollment. The total cost to the Resident for Owner obtaining the Guarantor Waiver Program shall be **\$37.00 per month** ("Additional Rent"). Enrollment in the Guarantor Waiver Program is subject to Resident meeting certain program requirements.

In consideration of the Resident's payment to Owner of Additional Rent (which shall not be prorated for any partial month), Owner hereby waives any and all obligation of the Resident to provide an approved third-party guarantor as required under the Agreement. This waiver does not constitute insurance. Owner is not an insurance company or insurance producer. Owner is merely waiving, in consideration of the specified monthly Additional Rent, certain obligations of the Resident to Owner arising out of this Agreement. Additional Rent shall cease to be due if Resident provides a third-party guarantor acceptable to Owner or meets the self-qualifying criteria.



**Signed by Arnav Chopra**

Sun Oct 8 2023 03:47:25 PM CDT

Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date

## RESIDENTIAL POLICIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **October 2, 2023**, and is between the Owner of **Signature 1909** ("Owner") and **Arnav Chopra**, (collectively and individually "Residents"), for the premises at **1909 Rio Grande Street #203-E, Austin, TX 78705** (the "Leased Premises"), which is located within **Signature 1909** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **Late Notices:** Regardless of whether it's a holiday or weekend, all rent is due on the 1st day of each month. No partial payments will be accepted. The 1st notice of late rent is sent out directly after the 3rd. If rent and late fees are not received by the 10th of the month legal actions will be taken to collect any unpaid rent. The resident is responsible for any court costs incurred.
2. **Notices to Vacate:** You must give a minimum of (60) days notice in writing prior to vacate the property to the property manager.
3. **Service Requests:** Maintenance staff is on duty 24 hours a day 7 days a week. You can go to [www.signature1909.com](http://www.signature1909.com) to submit a request online or call (512) 234-4888 during regular business hours. Any emergency request should be made by calling (512) 234-4888.
4. **Barbecue/Grilling:** Personal incinerator, barbecue grill, propane, charcoal, electric or other similar devices are NOT permitted on the property. Any violation of this policy will result in a \$560 fine per lease.
5. **Outside Maintenance:** You are not responsible for any outside/grounds maintenance. However, if you are discarding trash in common areas you will be fined \$25 per item/bag.
6. **Vehicles:** All vehicles on the property must have current inspection stickers/tags & must be road ready. Disassembling of motor or vehicles is not permitted. Recreational vehicles are not allowed on the property.
7. **Personal belongings** are not allowed in the common areas and a fine of \$100 will apply each time personal belongings are found in the common areas. Items will be held in leasing office for 24hrs then discarded.
8. A charge of \$100 for maintenance to unlock a unit after normal business hours and will be collected from Resident prior to maintenance accessing the unit.
9. **A/C Filters** need to be replaced at least every month.
10. **Never turn heat completely off** during the winter months to prevent any pipes from freezing, in case of a hard freeze.
11. **Use adequate amount of water** in the garbage disposal, if provided, to prevent clogging.
12. **Recreational Facilities/Amenity Pass:** (1) Each resident is responsible for obtaining a current Amenities Pass from the leasing office located at the Community. (2) I acknowledge that the Preiss Company/Community has the right to change the hours of operation, lock the amenities, or change any rules and regulations at any time. (3) I agree to have my Amenities Pass with me at all times while I use any of the Recreational Facilities or Amenities. If I do not have it with me, I understand that I can and will be asked to leave the premises immediately without any exceptions. (4) **NO PERSONS UNDER 18 YEARS OLD ALLOWED WITHOUT LEGAL PARENT OR GUARDIAN PRESENT.** (5) **2 GUESTS PER RESIDENT ALLOWED.**
13. **Conduct of Resident:** Resident shall comply with all written rules and regulations furnished to Resident or posted in the common areas of the property with respect to Resident's conduct in, on, and around the property and the Unit (including the Premises). Resident agrees that Resident or Resident's guests or the Roommates or their respective guests shall not: (i) be loud, obnoxious, disorderly, boisterous, or unlawful (a \$100 fine will be issued per occurrence); (ii) disturb or threaten the rights, comfort, health, safety or convenience of anyone in or near the apartment community (up to \$500 fine will be issued per occurrence); (iii) disturb or disrupt the business operations of the apartment community (up to \$500 fine will be issued per occurrence); (iv) engage in or threaten violence (up to \$500 fine will be issued per occurrence); (v) possess, sell or manufacture illegal drugs or drug paraphernalia in the Unit and Premises or anywhere else at the property (up to \$500 fine will be issued per occurrence); (vi) operate a business in the Unit and Premises or at the property (up to \$500 fine will be issued per occurrence); (vii) bring or store hazardous materials in the Unit and Premises or at the property (up to \$500 fine will be issued per occurrence); (viii) **SMOKE INSIDE THE UNIT** (a \$150 fine will be issued per occurrence); or (ix) be involved in or commit criminal activity, including being arrested for a criminal offense involving actual or potential physical harm to another person or involving possession, manufacture or delivery of a controlled substance, marijuana or drug paraphernalia (up to \$500 fine will be issued per occurrence).
14. **Residents or their guest's** may not use on any part of the apartment or apartment grounds candles, kerosene lamps, heaters or water furniture without prior written permission of management (up to \$500 fine will be issued per occurrence).

Residents and their guests may not cook on unit balconies, patios or anywhere outside of the apartment except in any common area specifically designated for such use by management (up to \$500 fine will be issued per occurrence). Resident shall maintain and clean all patios, the Premises and other areas which are reserved for the Residents private or semi-private use (up to \$500 fine will be issued per occurrence). Resident shall keep patio and balcony areas free of all items except for approved outdoor furniture (up to \$500 fine will be issued per occurrence). Resident shall not store or keep furniture items supplied by Owner in the Unit on patio or balcony areas (up to \$500 fine will be issued per occurrence). Resident shall dispose of all garbage only in appropriate receptacles and not in breezeways. In the event that trash is not disposed of in appropriate receptacles, Owner shall have the right to assess Resident, and Resident shall be required to pay a \$25 trash fee for each trash bag not placed in an appropriate receptacle.

15. In addition to the foregoing, Resident shall be responsible for keeping the Unit and Premises in a good and clean condition, reasonable wear and tear excepted and shall be liable for and shall pay all costs and expenses for damages to the Premises and Unit including, but not limited to, replacing or repairing all broken or damaged furnishings, furniture, fixtures, or damage to walls, ceilings, floors, carpets, doors or windows, regardless whether such damages are caused by Resident or Resident's guests or the Roommates or Roommate's respective guests and regardless whether Resident has allowed a Roommate or another person to use or sleep in the Exclusive Space identified in this Lease. At any time during the term of this Lease, Owner shall have the right to inspect the Unit and the Premises to perform whatever cleaning services Owner deems appropriate. In the event that Resident fails to comply with Resident's obligation under this Contract to keep the Unit and the Premises in a good and clean condition, Owner may charge Resident any reasonable cleaning costs.
16. If a Resident damages or disables a smoke detector or removes a battery without replacing it with a working battery, Resident may be liable to Owner for \$100.00 fine plus one month's rent, actual damages, and attorney's fees.
17. Packages: I fully understand that the Owner, Owner's representatives, managing agents, and employees have the right to refuse acceptance of any package(s) and have at any time returned so-called package if not removed from the Management office within 3 business days.
18. In the event Resident fails to fully and completely fulfill all of the terms and provisions of the Lease Agreement, any incentive or concession will be immediately terminated, and Resident will be required to repay Owner the amounts of all incentives or concessions received while residing at the Leased Premises.
19. RENEWAL. Management cannot guarantee the availability of the Premises after the Ending Date if Resident fails to sign a renewal lease prior to 60 days after lease Start Date. This lease will not renew on a month-to-month basis. If you renew your lease but decide to transfer to another apartment/bedroom for any future term, with a start and end date yet undefined, you understand and agree that a transfer fee will apply. Transfer fees must be paid at the time of the lease signing and are non-refundable should you change your housing preference or lease. You agree to pay a transfer fee of \$500.00 when transferring to a different bedroom in the same apartment and when transferring to a new apartment.
20. Appliances: Residents are responsible for using all appliances within the apartment in a safe and responsible manner, including any appliances owned by Resident, and are required to report any malfunctions of property-owned appliances immediately to management. Appliances that do not continually run, including but not limited to dishwashers, clothes washers, dryers, ovens/stoves, microwaves, toaster ovens, fryers (including air fryers), instant or crock pots, and other cooking appliances, shall not be left running unattended. Space heaters are strictly prohibited. Resident is responsible for cleaning the dryer lint trap before each time the dryer is turned on.
21. Maximum Guest Occupancy: The maximum number of guests allowed in the Apartment, which consists of Resident's Leased Premises and co-residents' Leased Premises, is two (2) guests per Resident/co-resident. No more than 15 people, including Resident, additional occupants listed on Resident's lease, any co-residents or their guests, may occupy the Apartment at any time.
22. Weapons and Firearms: Texas law allows qualified people to (a) carry, transport and store firearms and/or ammunition inside of rental Leased Premises and in a vehicle while parking on property, and (b) to transport firearms and/or ammunition between rental Leased Premises and a vehicle. Neither firearms nor ammunition are allowed in the leasing office or in any amenity area(s) at any time, even if concealed. Firearms may not be discharged anywhere on the property, including in the Leased Premises. Any other weapons, including knives, are prohibited at all times anywhere on the property, including in the Leased Premises (up to \$500 fine will be issued per occurrence).
23. Residents' Security Cameras: Residents are permitted to use security cameras which record video and/or audio inside of their leased bedroom suite(s) without additional approval from Owner; however, Residents may only install cameras or recording devices in the common areas of their unit (kitchen, living, dining, etc.) with the written approval of all occupants of the unit, which each occupant has the right to revoke at any time. Residents agree that if any other occupant of their unit revokes their approval to have a camera in a common area, it must be removed. Additionally, Residents are permitted to install doorbell cameras outside of their unit's front door and/or balcony/patio door. Doorbell cameras may be installed

- without additional approval from Owner if they are installed with a removable adhesive, but require Owner's written approval if they must be installed with screws, nails, or other methods that permanently change the materials they are attached to. Residents are responsible for any damage caused during the installation or removal of any cameras. No matter the type of camera, they cannot face any other unit's window that is within 50 feet of the camera, pools, or hot tubs.
24. Bidets: Residents may not install any bidets or bidet attachments to their toilet themselves. Bidet attachments may only be installed or removed by a professional licensed plumber at Residents' expense, and require written approval by Owner before installation can occur. To request approval, Residents must provide the name and license number of the plumber that will complete the installation. Residents are liable for any damage caused by any bidet attachments that are installed in their unit.



Signed by Arnav Chopra  
Sun Oct 8 2023 03:47:37 PM CDT  
Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident) Date

Initials 

## UTILITY ADDENDUM

This is an addendum to the Lease and controls in the event of conflict with the Lease. All capitalized terms not otherwise defined in this Utility Addendum ("Addendum") will have the same meaning as given in the Lease.

**1. PAYMENT OF UTILITIES.** Responsibility for payment of utilities and services, including charges for usage, deposits, and any charges, taxes and fees associated with the utility service or billing (collectively, "costs") and the method of allocating the payment of utilities, services and costs will be as indicated below:

**a. Electric service and associated fees will be paid:**

☐ By Us, entirely

☒ By Us, up to a maximum of **\$0.00** per month per leased bedroom. Any remainder will be charged to you through us or a billing company using one of the following methods:

☒ Direct-metered. Please see the description below

☐ Sub-metering. Please see the description below

☐ Flat Rate, the current flat rate is **\$0.00** per month

☐ Allocation: \_\_\_\_\_. Please see the description below

☐ By you, directly to the service provider

PUC rules requires the Landlord to publish figures from the previous calendar year if that information is available. The average monthly bill for this apartment unit last year was \$36.05. This information may or may not be relevant since the past amounts may not reflect future changes in utility company rates, weather variations, future total usage, changes in usage habits of residents, and other unpredictable factors.

**b. Water/Sewer service and associated fees will be paid:**

☐ By Us entirely

☒ By Us, up to a maximum of **\$0.00** per month. Any remainder will be charged to you through us or a billing company using one of the following methods:

☐ Direct-metered. Please see the description below

☒ Sub-metering. Please see the description below

☐ Allocation: \_\_\_\_\_. Please see the description below

☐ By you, directly to the service provider

☐ By you, Flat Rate, the current flat rate is **\$0.00** per month

PUC rules requires the Landlord to publish figures from the previous calendar year if that information is available. **The average monthly bill for all units in the Residential Community last year was \$14.06 per unit, varying from \$0.21 for the lowest month's bill to \$134.94 for the highest month's bill for any unit. Each bill will include a monthly service fee not to exceed 9% of Residents' charge for submetered water and sewer.** This information may or may not be relevant since the past amounts may not reflect future changes in utility- company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors.

**c. Trash service and associated fees will be paid:**

☒ By Us entirely

☐ By Us, up to a maximum of **\$0.00** per month. Any remainder will be charged to you through us or a billing company using one of the following methods:

☐ Flat Rate, the current flat rate is **\$0.00** per month

☐ Allocation: \_\_\_\_\_. Please see the description below

☐ By you, directly to the service provider

**2.** The following are the applicable descriptions of the bill method(s) indicated above, minus any cap if applicable:

**Direct-Metered.** We will remain the customer of record for the utility. The local utility provider measures the utility usage in each apartment unit and bills us directly for such charges. The utility charges for each unit will be divided by

the number of days each bed was occupied in each unit to come up with each resident's charge.

**Sub-Metered.** Your premises is sub-metered to determine water/sewer usage. You will pay for utility service based on the apartment unit's consumption measured by a submeter. Your sub-metered charges will be determined using either of the following methods:

- a. The utility bill will be allocated to each apartment unit based on the total utility bill divided by the total resident consumption to come up with a utility rate. This rate will then be multiplied by the consumption measured by the sub-meter in your unit. The utility charge for each unit will be divided by the number of days each was occupied in each unit to come up with each resident's charge.
- b. Your apartment unit's measured consumption will be multiplied by a rate based on the utility provider's rate and, or, bill (by dividing the dollar amount on the provider bill by the consumption amount on the provider bill). The apartment unit's cost will then be divided by the number of days each bed was occupied in each unit to come up with each resident's charge.

**Allocation.** You will pay for utilities based on an allocation formula, not actual meter reads. The utility bills received by us from the local utility will be used to calculate the charges per resident. Your allocated charges will be determined using one of the following methods below:

- a. **50/50 Occupants.** Fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge. The remaining fifty percent of the property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
  - b. **Square Footage.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the square footage of that apartment unit compared to the total amount of rentable and occupied square feet of all apartment units at the property. The per apartment unit cost will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
  - c. **Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants residing in each apartment unit compared to the total number of occupants at the property. This per apartment unit cost will then be divided by the number of occupied beds in that unit to come up with each resident's charge.
  - d. **Factored Occupants.** The property's utility bill will be allocated to each apartment unit based on a percentage assigned to each apartment unit based on the number of occupants in that apartment unit compared to the total number of occupants at the property. For purposes of this calculation, a unit with one resident will be considered to have one occupant; a unit with two residents will be considered to have 1.6 occupants; and any additional occupants in the unit will be considered .3 additional occupants. Each apartment unit's charge will then be divided by the number of days each bed was occupied in that unit to come up with each resident's charge.
3. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. If allowed by state law, we, at our sole discretion, may change the above methods of determining your allocated share of the utility services, by written notice to you.
- If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Addendum (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billing is not based on a monthly per unit cost.
4. You agree that we may estimate any and all utility charges above upon your move-out (or at any other time) and such amounts shall be deemed final. You are responsible for all setup, deposits, and activation fees of all utilities not paid for by us. The billing methods described above may be changed by us by providing you with 60 days prior written notice, and you acknowledge that in certain situations it is necessary to make a change to the billing method.
  5. At our option, we may bill utilities through a utility billing company or directly by us. These utility charges will be considered as additional Rent. For utilities billed directly by our billing company, you must make payment in full of the utility charges to the billing company prior to the due date listed on each bill. Whether or not we bill you directly or through a utility billing company, you agree that the actual cost to us and/or our billing company when you fail to pay the utility bill on time is



difficult or impossible to determine, but you agree that in the event of a late payment, we and/or our billing company incur certain costs, such as additional bookkeeping and administrative charges, additional charges from the billing company, costs in printing and mailing late notices, lost opportunity costs of the payment, etc. Regardless of whether we bill you directly or through a utility billing company, utility payments are due as additional monthly Rent each month. The failure to make the utility payment is a material and substantial breach of the Lease and will entitle the Landlord to exercise all remedies available under the Lease. The Landlord is entitled to use your security deposit to recover unpaid utility charges.

**Resident Utilities.** Any utilities and services other than the Landlord-Provided Utilities (each, a "**Resident Utility**", and collectively, the "**Resident Utilities**") which are available to the Unit shall be separate from the Contract Amount and payable by Resident and/or the other residents of the Unit as provided herein. Landlord has chosen to use a third-party billing service for Resident Utilities. Unless otherwise instructed by Landlord, Resident will NOT contact individual utility companies for Resident Utilities. EACH Resident on this Contract shall enroll with SimpleBills (at SimpleBills.com, or a subsequent provider at the Landlord's election, for utility billing BEFORE the Start Date ("**Billing Service**"). Utility bills shall be divided among the Residents of the Unit so that each Resident shall receive a bill for their portion of the utility bills for the Unit. Resident shall PAY the Billing Service for the Resident Utilities for which they are responsible during the Term of this Contract and shall pay any applicable service fees, which shall be included on the utility bill Resident shall receive from the Billing Service. Additionally, Resident shall be responsible for paying an annual service fee up to **\$60.00**, or a monthly service fee of **\$5.00**. The annual fee shall be billed by SimpleBills at the beginning of the Term. Resident shall agree to the Terms of Service from the Billing Service, which shall be made available to Resident at time of enrollment. Should Landlord elect to have Billing Service estimate a final utility invoice, Billing Service will provide an estimated final invoice to Resident for the estimated amount of Resident Utilities. This estimate shall be calculated using charges from prior months of utility service, historical data, and weather factors, as permitted under applicable utility billing laws and regulations ("Estimated Invoice"). Resident agrees to pay the total amount provided on the Estimated Invoice to Billing Service before the End Date of the Contract Term. Resident can contact SimpleBills at [info@simplebills.com](mailto:info@simplebills.com) to true-up the final estimated bill with the final actual bill, once it has been issued by the utility providers. If the estimated final invoice is higher than the actual bill, Billing Service will obtain Resident's current address and issue a refund check to Resident mailed to that address. If the estimated final invoice is less than the actual bill, Billing Service will make arrangements with Resident for Resident to pay any shortfall between the estimated final bill and the actual bill amounts. Any balance left unpaid by Resident as a result of this true-up process may be sent to an outside collections agency.

If Resident does not pay SimpleBills when bills are due, Landlord may put the utility charge on Resident's account with Landlord and an **additional utility administration fee of \$50.00** per bill shall be added to Resident's account. Utilities may be subject to disconnection if not enrolled in SimpleBills. Resident shall be responsible to keep their account with SimpleBills active through the end of the Contract until their final bill from SimpleBills is provided to Resident, regardless of when Resident physically moves out of the unit. To the extent that Landlord-Provided Utilities include basic cable television, telephone services, and/or internet services, and Resident desires additional services related thereto, such additional services shall be deemed Resident Utilities under the Contract, and Resident shall contract directly with the applicable provider for such additional services; provided, however, Resident shall be permitted to contract for such additional services at any time during the Contract Term. Resident shall pay (or cause to be paid) all charges for the Resident Utilities on or prior to the date they become due. Should Landlord pay any charges for the Resident Utilities on behalf of Resident or the other occupants of the Unit, Resident shall be jointly and severally liable (with the other residents of the Unit) to Landlord for such charges.

You acknowledge that the billing company is not a public utility. Any disputes related to the computation of your bills will be between you and SimpleBills.

## 6. General Information:

- a. Any disputes relating to the computation or accuracy of your bills are between you and SimpleBills rather than the utility. You are encouraged to file billing disputes in writing with the person identified on your bill to contact about disputes.
- b. During reasonable business hours, you may contact SimpleBills to examine the following information which will be kept in the management office: (i) utility bills received from the respective utilities from the prior billing period and for all billing periods during the last twelve (12) months; (ii) calculations of your respective period's utility billings; (iii) calculations of average utility costs; (iv) your sub-meter readings and the readings from our master meter; and (v) any sub-meter test results if they have been tested during that time; and (vi) other information required to be kept pursuant to applicable rules and to allow you to verify our billings for utilities to you.
- c. We will use our reasonable efforts to repair reported leaks and broken sub-meters within \_\_\_\_\_ days after you let us know, in writing, of the issue. If the respective utility in the common area is not metered, we will use reasonable efforts to have any leak repaired within \_\_\_\_\_ days after we become aware of the issue.

7. Payment for your respective utilities is due based on the due date provided by SimpleBills, which is **one (1)** day from bill

date to avoid late fees. Any past due balance on your account with SimpleBills is subject to a late fee. If your payment is late, or if there is no payment received, you are in default under this Lease and, subject to any limitations imposed by applicable law, the fees, and other remedies under the Lease are available to us.

8. Utilities not paid by us must remain on, in your name, through the Lease end regardless of whether you have moved out, except and unless you have sub-lease the Premises pursuant to the terms of the Lease. Refusal to maintain utility service in your name, when required to do so, will constitute a violation of the Lease and we may exercise all remedies available to us under the Lease.
9. If Resident is required and fails to place all applicable utilities in Resident's name as of the starting date of the Lease term and Landlord is subsequently charged with utility charges attributable to Resident's occupancy, then Resident shall be issued (and shall pay) a bill for such services by Landlord or the billing provider (which shall include a service charge in the amount of **fifty dollars (\$50.00)** on each occasion); such service charge is used to compensate Landlord for Resident's failure to become the customer of record for such accounts, including, but not limited to charges assessed by the third party billing provider to Landlord for processing of the bill for the delinquent time period, opportunity cost of the money not paid, and other administrative costs. Resident and Landlord agree that the charge described above is a reasonable estimate of the costs incurred.
10. We may furnish to the Premises a terminal, or where applicable, wireless access, for your connection to an internet service provider. When we provide internet access, you may find it necessary to purchase a network interface card or other hardware in order to connect to internet service. We are not responsible for the purchase of these items and we cannot guarantee compatibility with any device you may have. If you are in violation of the Lease or of an internet service provider's terms and conditions of service, we have the right, in addition to all other remedies provided by law or the Lease, to discontinue internet service connections to the Premises. We are not liable for any interruption, surge, inability to connect, failure or the internet provider to provide such services, nor for any damages, directly or indirectly related to such matters. We are also not liable for, and you agree to take sole responsibility for, and to indemnify, defend and hold Landlord and Manager harmless from, any damages or claims you or any other person may suffer or have as a result of your use of the internet, including, but not limited to, computer viruses, loss of data, invasion of privacy, defamation, fraud, and copyright and trademark infringement.
11. If you want additional cable channels, or alternative providers of cable or internet services, the installation, maintenance and all monthly charges will be your sole expense, and you assume full liability for any damages caused by the installation of the above mentioned services.

The installation of a satellite dish is not allowed.

12. You agree not to tamper with, adjust, or disconnect any utility or sub-metering system or device. Violation of this provision constitutes a violation of this Addendum and the Lease and will entitle the Manager to exercise all remedies available under the Lease.

**Increased Charges.** To the extent permitted under applicable law, Landlord shall not be liable for any increases in Resident Utility or Landlord-Provided Utility charges, or for any damages directly or indirectly caused by such increase in Resident Utility or Landlord-Provided Utility charges, where such increase is the result of Landlord's installation of maintenance equipment or device(s) in the Unit or Bedroom or Landlord's remediation efforts within the Unit or Bedroom due to damage or threatened damage to the Unit or Bedroom, the necessity of such installation or remediation to be determined in Landlord's sole and absolute discretion.

13. We are not liable for any losses or damages you incur as the result of outages, interruptions, or fluctuations, in utilities provided to your Apartment unless such loss or damage was the direct result of gross negligence of the Manager or its employees. You release Manager and Landlord for any and all such claims and waive any claims due to such outages, interruptions, or fluctuations.
14. Should any provision of this Addendum be found legally invalid or unenforceable, this does not invalidate or diminish any other provision herein. We will not be in default under any provision hereof unless you have provided us with written notice of the specific issue and we have failed to cure such matter within a reasonable time after receipt of your notice.



**Signed by Arnav Chopra**

Sun Oct 8 2023 03:48:15 PM CDT

Key: 1B647169; IP Address: 72.48.121.5

Arnav Chopra (Resident)

Date



**Signed by Laura Lugo**

Fri Nov 3 2023 10:46:08 AM CDT

Key: 11E00BFB; IP Address: 65.36.120.35

(Owner/Agent)

Date