

# TEXAS LEASE AGREEMENT

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This Texas Residential Lease Agreement (the "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

**LANDLORD:**

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(hereinafter referred to as "Landlord"), with a mailing address of:

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AND

**TENANT(S):**

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(hereinafter referred to as "Tenant"), whether one or more.

**I. PROPERTY**

Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the real property and improvements located at the following address (the "Property"):

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City of \_\_\_\_\_, State of Texas, Zip Code \_\_\_\_\_.

The Property includes the following appliances and fixtures:

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## II. TERM

The term of this Agreement shall be (check one):

☐ **Fixed Term.** The lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and end on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Upon expiration, this Agreement shall automatically renew on a month-to-month basis unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration date.

☐ **Month-to-Month.** The lease shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and continue on a month-to-month basis until terminated by either party providing at least thirty (30) days written notice.

## III. RENT

**1. Rent Amount.** Tenant agrees to pay Landlord a monthly rent of \$ \_\_\_\_\_.

**2. Due Date.** Rent is due on the \_\_\_\_\_ day of each month.

**3. Payment Method.** Rent shall be paid by:

☐ Check   ☐ Cash   ☐ Money Order   ☐ Electronic Transfer (ACH/Zelle/Venmo)

Payment instructions:

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**4. Late Fees.** Pursuant to Texas Property Code Section 92.019, Landlord may not charge a late fee until the rent has remained unpaid for two (2) full days after the date the rent was originally due.

If rent is not paid by the \_\_\_\_\_ day of the month, Tenant shall pay a late fee of:

☐ Initial Late Fee of \$ \_\_\_\_\_ plus a daily fee of \$ \_\_\_\_\_ until paid.

☐ Flat Fee of \$ \_\_\_\_\_.

(Note: Under Texas law, late fees must be reasonable and may not exceed 12% of the amount of rent for a

dwelling containing four or fewer units).

**5. Returned Checks.** If a check is returned for insufficient funds, Tenant shall pay a charge of \$ \_\_\_\_\_ (not to exceed \$30.00 per Texas Business & Commerce Code Section 3.506) plus any bank charges incurred by Landlord.

#### **IV. SECURITY DEPOSIT**

**1. Amount.** Tenant agrees to pay a security deposit of \$ \_\_\_\_\_ upon signing this Agreement.

**2. Refund and Deductions.** In accordance with Texas Property Code Section 92.103, Landlord shall refund the security deposit to Tenant on or before the 30th day after the date the Tenant surrenders the Property.

**3. Conditions for Refund.**

- a. Tenant must provide Landlord with a written forwarding address.
- b. No rent shall be due and unpaid.
- c. The Property must be cleaned and returned in the same condition as when received, normal wear and tear excepted.

**4. Deductions.** Landlord may deduct from the security deposit damages and charges for which Tenant is legally liable under this Agreement or as a result of breaching this Agreement. Landlord may not retain any portion of the security deposit to cover normal wear and tear (Texas Property Code Section 92.104).

#### **V. USE OF PROPERTY AND OCCUPANTS**

**1. Permitted Use.** The Property shall be used as a private single-family residence only.

**2. Occupants.** The Property shall be occupied only by the Tenant(s) listed above and the following additional occupants:

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**3. Guests.** Guests may stay no longer than \_\_\_\_\_ days without prior written consent

of Landlord.

**4. Pets.** (Check one)

☐ No pets are allowed on the Property.

☐ Pets are allowed subject to the following terms:

Type/Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ lbs

Pet Deposit (Non-refundable): \$ \_\_\_\_\_

Pet Deposit (Refundable): \$ \_\_\_\_\_

**VI. UTILITIES AND SERVICES**

Responsibility for payment of utilities and services shall be as follows:

Landlord pays:

☐ Electricity ☐ Gas ☐ Water ☐ Trash ☐ Sewer ☐ Cable/Internet ☐ Landscaping

Tenant pays:

☐ Electricity ☐ Gas ☐ Water ☐ Trash ☐ Sewer ☐ Cable/Internet ☐ Landscaping

**VII. CONDITION OF PROPERTY AND MAINTENANCE**

**1. "As Is" Condition.** Tenant accepts the Property in its current condition "as is." Tenant acknowledges that they have inspected the Property and that it is in good order and repair, except as noted in the Move-In Inventory form.

**2. Landlord's Duty to Repair.** Pursuant to Texas Property Code Subchapter B, Landlord shall make a diligent effort to repair or remedy any condition that materially affects the physical health or safety of an ordinary tenant, provided Tenant gives notice of the condition and is not delinquent in rent.

**3. Tenant's Responsibilities.** Tenant shall keep the Property clean and sanitary. Tenant is responsible for repairing any damage caused by Tenant's negligence or misuse, or that of their guests or pets.

**4. Security Devices.** Landlord has provided the Property with all security devices required by Texas Property Code Subchapter D, Chapter 92 (e.g., window latches, deadbolts, keyless bolting devices, door viewers, and sliding door security bars). Tenant may not alter or re-key locks without Landlord's consent.

**5. Smoke Alarms.** Landlord has installed smoke alarms as required by Texas Property Code Subchapter F, Chapter 92. Tenant shall not disconnect or disable smoke alarms.

## **VIII. RIGHT OF ENTRY**

Landlord or Landlord's agents may enter the Property at reasonable times to inspect, make repairs, or show the Property to prospective tenants or buyers. Except in cases of emergency, Landlord shall provide Tenant with:

\_\_\_\_\_ hours notice prior to entry.

## **IX. EARLY TERMINATION RIGHTS (STATUTORY)**

**1. Military Deployment.** Tenant may terminate this Agreement if Tenant enlists or is drafted or commissioned in the U.S. Armed Forces or is ordered to deploy or station change, in accordance with Texas Property Code Section 92.017.

**2. Family Violence.** Tenant may terminate this Agreement if Tenant provides Landlord with a court order protecting Tenant from family violence, in accordance with Texas Property Code Section 92.016.

**3. Sexual Offenses or Stalking.** Tenant may terminate this Agreement if Tenant is a victim of sexual offenses or stalking, in accordance with Texas Property Code Section 92.0161.

## **X. DEFAULT**

If Tenant fails to pay rent when due or fails to perform any term of this Agreement, Landlord may terminate this Agreement and proceed with eviction in accordance with Texas Property Code Chapter 24. Landlord shall provide at least three (3) days' written notice to vacate before filing an eviction suit, unless the parties have agreed in writing to a shorter or longer period (Texas Property Code Section 24.005).

## **XI. DISCLOSURES AND NOTICES**

**1. Landlord/Agent Identity.** Pursuant to Texas Property Code Section 92.201, the name and address of the owner of the Property or the person authorized to act on behalf of the owner for the purpose of service of process and receiving notices is:

Name: \_\_\_\_\_

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

**2. Lead-Based Paint.** If the Property was constructed before 1978, Landlord must provide a Lead-Based Paint Disclosure.

Construction Year: \_\_\_\_\_

☐ Property was built before 1978 (Disclosure attached).

☐ Property was built in 1978 or later.

**3. Parking Rules.** If the Property is in a multi-unit complex, Landlord has provided Tenant with a copy of any applicable towing or parking rules (Texas Property Code Section 92.0131).

## **XII. GENERAL PROVISIONS**

**1. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**2. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

**3. Amendment.** No amendment or modification of this Agreement shall be valid unless in writing and signed by both parties.

**4. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**5. Waiver.** The failure of Landlord to enforce any provision of this Agreement shall not be construed as a waiver or limitation of Landlord's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

## **XIII. SPECIAL PROVISIONS**

Additional terms and conditions:

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#### **XIV. SIGNATURES**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

#### **LANDLORD**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

#### **TENANT**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

#### **TENANT (Co-Signer if applicable)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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#### **NOTARY ACKNOWLEDGMENT\*\***

State of Texas

County of \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_ (Name of Landlord) and \_\_\_\_\_ (Name of Tenant(s)).

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Notary Public's Signature

(Seal)

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Print Name of Notary Public

My Commission Expires: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_